Republic of the Philippines Province of Cagayan TUGUEGARAO CITY

TENTH CITY COUNCIL

COMMITTEE REPORT NO. 36-10-2025

September 15, 2025

Submitted by:

COMMITTEE ON EDUCATION COMMITTEE ON RULES, LAWS AND ETHICS

PRESENT:

HON. JUDE T. BAYONA

HON. MARIA ROSARIO B. SORIANO HON. KARINA S. GAUANI-VIERNES HON. ANTHONY C. TUDDAO HON. RONALDO S. ORTIZ HON. TIRSO V. MANGADA - Chairman (Education) Vice Chairman (Rules

- Member (Education & Rules)

Member (Education)Member (Education)Member (Rules)

- Member (Rules)

RESOURCE PERSONS:

MR. DOMINIC B. BAGGAYAN MR. MARLON B. MARUZZO MS. JELLY P. SAGON MS. SHEENA MAE A. RAGANAS LYDO HeadPSSO/TMG

F.L. Vargas Inc. RepresentativeF.L. Vargas Inc. Representative

FOR THE PRESIDING OFFICER:

The joint committees met and deliberated on the referral:

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and F.L. Vargas College Inc. relative to the On-the Job Training and Community Immersion of its BS Criminology students.

FINDINGS:

- 1. Hon. Maila Rosario S. Ting-Que indorsed to the Tenth City Council the Memorandum of Agreement between the Tuguegarao City Government and F.L. Vargas College Inc. relative to the On-the Job Training and Community Immersion of the latter's BS Criminology students.
- 2. F.L. Vargas College Inc., a duly recognized government institution, in its desire to enhance the training and development of professionals, has agreed to support the students by providing training on operations and administrative functions.

- 3. There shall be sixteen (16) students who will undergo 270 hours of On-the-Job Training, to be assigned to the Public Order and Security Office (POSO).
- 4. The On-the-Job training of the said students will commence on September 29, 2025 to December 15, 2025.

RECOMMENDATION:

Finding the terms and conditions of the Memorandum of Agreement to be in order and beneficial to the constituents of Tuguegarao City particularly the students concerned, the joint committees recommend the approval of Memorandum of Agreement between the Tuguegarao City Government and F.L. Vargas College Inc. relative to the On-the Job Training and Community Immersion of the latter's BS Criminology students and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Memorandum of Agreement.

Respectfully submitted:

HON. JUDE T. HAYONA

Chairman, Committee on Education

Vice Chairman, Committee on Rules, Laws and Ethics

HON. MARIA ROSARIO B. SORIANO

Member, Committee on Education

Member, Committee on Rules, Laws and Ethics

HON. KARINA S. GAUANI-VIERNES

Member, Committee on Education

HON. ANTHONY C. TUDDAO

Member, Committee on Education

HON, RONALDO S. ORTIZ

Member, Committee on Rules, Laws and Ethics

HON. TIRSO VAMANGADA

Member, Committee on Rules, Laws and Ethics

LIST OF CRIMINOLOGY STUDENTS:

- 1. JHONJHON FG. CALLUENG
- 2. RYAN DELA CRUZ
- 3. JUSTIN GUZMAN
- 4. ARIELLE AERON ABORDO
- 5. RIZZALYN ACCAD
- 6. JOSEPH CABISO
- 7. MAYNARD TABONES
- 8. CLIFTON DASSUN
- 9. NOEL ANDAL
- 10. STEVEN B. AYABO
- 11. DENRICK ELEAZAR Q. LABANG
- 12. ARINNE JOY S. ESTO
- 13. ROMARICK CALIMAG
- 14. KURT DAVID L. CATABAY
- 15. MARY GRACE PABON
- 16. JHGON KYLE MATEO

DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE F.L. VARGAS
COLLEGE, INC. RELATIVE TO THE ON-THE-JOB TRAINING OF ITS
CRIMINOLOGY STUDENTS AND GRANTING AUTHORITY TOTHE CITY MAYOR,
HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ONBEHALF OF THE
TUGUEGARAO CITY GOVERNMENT THE SAID MOA

WHEREAS, Section 455(b)(1)(vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, grants the Local Chief Executive the power to enter into contracts for and on behalf of the local government unit upon prior authorization by the Sangguniang Panlungsod;

WHEREAS, in support to the endeavors of students studying in any school or university in Tuguegarao City, the Tuguegarao City Government allows students to undergo actual office experience in its different offices, thereby helping them put to practice their learnings in school;

WHEREAS, the F.L. Vargas College, Inc. has requested the Tuguegarao City Government for the On-the-Job Training of its Criminology students as part of their curriculum;

WHEREAS, it is necessary for F.L. Vargas College, Inc. to enter into a Memorandum of Agreement (MOA) with the Tuguegarao City Government to make the MOA legally binding;

WHEREAS, there shall sixteen (16) students who shall undergo 270 hours On-the-Job Training and will be deployed at Public Order and Security Office (POS0);

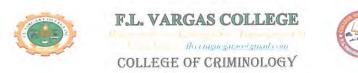
WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que indorsed to the Tenth City Council the above-stated MOA and requested for an authority to sign for and on behalf of the Tuguegarao City Government the said MOA;

WHEREAS, after a deliberation in a committee meeting held for the said purpose, the Committee on Education found the request to be in order and beneficial to the concerned students;

WHEREAS, after the approval of the concomitant committee report, the Tenth City Council during their 12th Regular Session held on September 23, 2025 deemed it proper and necessary to approve the herein resolution.

NOW, THEREFORE, RESOLVE as it is hereby **RESOLVED** to approve the Memorandum of Agreement (MOA) between the Tuguegarao City Government and the F.L. Vargas College, Inc. relative to the On-the-Job Training of its Criminology students and granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

RESOLVED FURTHER, to furnish a copy of this Resolution to the F.L. Vargas College, Inc. for information and proper action.



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

City Government of Tuguegarao a duly organized government agency. With office address at Tuguegarao City, Cagayan and herein represented in this act by HON. MAILA ROSARIO S. TING-QUE the incumbent City Mayor, herein referred to as the FIRST PARTY;

And

F.L. Vargas College, Inc. an educational institution duly recognized and existing under and by virtue of the Philippine laws, and a duly recognized institution by the Commission on Higher Education (CHED) with postal address at Blumentritt Corner Gonzaga St., Tuguegarao City, Cagayan, herein represented in this act by EDITHA M. MUHALLIN,DPA, the Executive Vice President hereinafter referred to as the SECOND PARTY:

WITNESSETH:

WHEREAS, the SECOND PARTY instituted an INTERNSHIP PROGRAM/COMMUNITY IMMERSION as part of the curriculum for its BS in Criminology students in order to provide them with adequate experience in actual industry work operations and to augment their formal education;

WHEREAS, the FIRST PARTY, a duly recognized government institution in its desire to enhance the training and development of more and more professionals, has agreed to provide support to the students of the SECOND PARTY in the form of training on the operations and administrative functions;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

SECTION I RESPONSIBILITIES OF THE FIRST PARTY

- a) The *FIRST PARTY* shall provide free relevant instruction, exposure, and training to the **INTERNS/STUDENTS**, consistent with its policies, rules and regulations.
- b) It shall treat the INTERNS/STUDENTS, in a professional manner, and shall ensure that the INTERNS, in the course of training, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the *Internship Plan*;
- c) The *FIRST PARTY* will accomplish the respective evaluation forms required the **SECOND PARTY** and issue a Certificate of Completion to the **INTERNS**, within ten (10) working days after the completion of training;

SECTION II RESPONSIBILITIES OF THE SECOND PARTY AND INTERNS/STUDENTS

- a) The **SECOND PARTY** shall make sure that the interns/students shall abide by the administrative policies, rules, and standards of the **FIRST PARTY**.
- b) The INTERNS/STUDENTS shall complete the agreed scope of work within the agreed duration of the Program;
- c) The INTERNS/STUDENTS shall timely report for training and promptly accomplish assigned tasks or assignments in the best of his/her ability and in view of his/her expected skill and knowledge of the subject matter;
- d) The INTERNS/STUDENTS and parents/guardian concerned renounce and waive any claim against the FIRST and SECOND PARTY for any injury or loss that the INTERNS/STUDENTS may sustain or may suffer, personal or pecuniary, in the performance of his/her duties and functions while under training, unless such is attributable to the negligence or fault of any of the employees, officers, or personnel of the FIRST and SECOND PARTY;

SECTION III GENERAL CONDITIONS

- a) The duration of the program shall be equivalent to Two Hundred Seventy (270) working hours per student commencing on September 29, 2025 to December 15, 2025;
- b) The INTERNS/STUDENTS shall report at Public Safety and Security Office, Tuguegarao City, Cagayan from Monday to Thursday, 8:00 am to 5:00 pm, which is inclusive of a one (1) hour break/lunch time and reasonable morning/afternoon break-times not exceeding fifteen (15) minutes;
- c) The FIRST PARTY shall not be liable for any accident, injury, illness, or death caused to the student-trainees during On-The-Job training when such accident, injury, illness is due to force majeure or circumstances beyond the control of the FIRST PARTY without fault or negligence on the part of the First Party and personnel, or when such injury, illness or death is caused by the negligence of the student-trainees or their willful violation of the rules and regulations in the workplace.
- d) Should any provision of this Agreement or part thereof is render void, illegal, or unenforceable by any law to which it is subject of, it shall be rendered void, illegal, or unenforceable only to that extent. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are valid, binding, and enforceable.

SECTION IV CONFIDENTIALITY AND WAIVER

a) It is expressly understood by the **INTERNS/STUDENTS** that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw materials

purchasing, marketing, finance, and all other related documents, manuals, operational or technical matters that the **FIRST PARTY** shall make available shall be used for the sole purpose of performing their tasks under the internship program.

- b) It is understood that all information gathered by the INTERNS/STUDENTS on the operations and business matters of the FIRST PARTY are classified as confidential in nature and proprietary to the FIRST PARTY. The INTERNS/STUDENTS hereby undertake to prevent transfer of such information by any of its members, consciously or unconsciously, to any party outside of the FIRST PARTY without the latter's knowledge and written consent.
- c) During, or at any time after the termination of Internship, the INTERNS/STUDENTS shall not use, or disclose to others, including future employees, any trade secrets, confidential information, or any other proprietary data of the FIRST PARTY; and
- d) That upon the termination of Internship from the FIRST PARTY, the INTERNS/STUDENTS shall return to the FIRST PARTY all documents and property of the FIRST PARTY, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the FIRST PARTY's official business, or in any way obtained during the course of Internship.

SECTION V TERMINATION AND ENTIRETY OF THE AGREEMENT

The Parties shall have the right to pre-terminate the training contemplated by this Agreement by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds:

- (a) The INTERNS/STUDENTS substantially violates the rules and regulations of FIRST PARTY, or in cases of serious misconduct of the INTERNS/STUDENTS;
- (b) The **FIRST PARTY** is proven to fail in providing the safety of the **INTERNS/STUDENTS** and quality of training contemplated by this Agreement; and
- (c) There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

This Agreement constitutes the entire agreement between the **Parties** with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the parties whether written or oral, including all other communication with respect to the subject matter hereof. Any amendment hereto shall be mutually agreed upon in writing by the parties.

SECTION VI DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE OF ACTIONS

Any and all disputes arising out of or relating to this Agreement shall be subjected to good faith negotiations between the Parties before implementation of the legal proceedings pursuant to the provisions of the Alternative Dispute Resolution Law.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out

the proper courts of the City of Tuguegarao to s.
parties have hereunto set their hands this at Tuguegarao City.
SECOND PARTY
EDITHA M. MUHALLIN, DPA Executive Vice President
THE PRESENCE OF:
ROLDAN N. BACULI, RCRIM,LPT OIC-Dean, College of Criminology
) ss
the place above-written, personally appeared and to me known to be the same person/s the d that he/she/they acknowledge to be the same
Notary Public