







# Republic of the Philippines Province of Cagayan Tuguegarao City

#### OFFICE OF THE CITY MAYOR

14 February 2024

## THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod This City

# Dear Presiding Officer and Members of the Sanggunian:

We would like to request for a resolution authorizing the undersigned to represent, enter and sign on behalf of City Local Government Unit-Tuguegarao in the attached draft Memorandum of Agreement with Miriam College *re.* Practicum Program of identified students.

This matter is certified as <u>URGENT</u> pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

For your information and appropriate action. Thank you and best regards.

In the name of public service,

MAILA ROSARIO S. TING-QUE City Mayor



## HIGHER EDUCATION UNIT Department of Business Administration

Katipunan Avenue, Loyola Heights, Quezon City, 1108 Philippines +63 2 8930-MCQC (6272) | local 2129 and 2203 • www.mc.edu.ph

OFFICE OF THE CITY MAYOR

Oete: FF Time: \_\_\_

February 2, 2024

Mrs. Maila Resario S. Ting-Que City Mayor Tuguegarao City Mayor's Office 2/F Tuguegarao City Hall, Carig Sur Tuguegarao City, Cagayan 3500

Dear Mrs. Ting-Que,

Greetings!

In line with the Business Administration department's thrust to provide our students with relevant and meaningful learning, our program requires them to undergo practicum in an existing business organization to enable them to validate their classroom knowledge.

In this regard, may I request that Ms. Maddyson Marie Eulita M. Pobre be accepted as a trainee in your company? Ms. Pobre is a senior Business Administration major in Financial and Investments Management student.

Our Job Training program requires the student to:

- Serve 300 working hours in your company;
- · Fulfill the job requirements assigned to her;
- · Keep a record of her activities;
- Keep a time record of her attendance;
- Submit a journal of her experiences in your company to the Miriam College Coordinator after completion of her practicum.

Should she be considered, may I request you to provide her with exposure to finance-related activities and assign to her work that is within her capacity. May I also request that her supervisor provide us with an evaluation of her performance throughout the duration of her training as this will form part of her grade in the subject?

Should you have questions or concerns, please feel free to get in touch with me on the contact details indicated above. Thank you for the possibility of partnering with you in providing our future business professionals with meaningful training.

Very truly yours,

Mildred W. Sevilla, DBA, CMPE

Chair

**Business Administration Department** 

09403973970

## MEMORANDUM OF AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is made and entered into by and between:

The MIRIAM COLLEGE, an educational institution represented in this agreement by its Chair, Business Administration Department, MS. MILDRED M. SEVILLA, DBA, CMPE, duly authorized for the purpose, with principal office in Katipunan Avenue, Loyola Heights, Quezon City, herein referred to as HIGHER EDUCATION INSTITUTION (HEI).

## And

The **CITY GOVERMENT OF TUGUEGARAO** with official address at Carig Road Tuguegarao City, Cagayan represented by its HON. MAILA ROSARIO S. TING-QUE, City Mayor, herein referred to as the HOST TRAINING AGENCY (HTA).

#### WITNESSETH

WHEREAS, HEI envisions a proficient, competent and committed graduates equipped with the knowledge, skills and positive values demanded by the Business Professionals, and; to produce research and extension-service oriented graduates.

WHEREAS, HEI has requested for a three hundred eighty (300) hours Internship/On-the-Job Training of senior students in Bachelor of Science in Business Administration Major in Financial and Investments Management program through their internship adviser and the HTA has granted the said request.

WHEREAS, to ensure the success of this joint undertaking, it is necessary to extend to each other the needed support and cooperation to accomplish this noble intention.

WHEREAS, the HEI and the HTA shall exercise due diligence in the supervision and custody of the interns and shall observe proper health and safety protocols. The HTA shall not be liable for any injury or damage caused to the intern except if caused by bad faith and gross negligence on its part.

**NOW THEREFORE,** for and in consideration of the aforementioned premises, the parties hereby mutually agree and bind themselves to the following:

# I. Roles and Responsibilities of both parties:

# A. Miriam College as the Higher Education Institution (HEI)

- 1. Planning / Engaging / Orientation
- a. Formulates local school internship policies and guidelines on selection, placement, monitoring and assessment of student-interns;
- b. Ensures that the student intern/s will acquire actual and relevant competencies in each learning area, assignment, and schedule of activities. The internship plan shall be part of the internship contract signed by the student intern, Host Training Agency (HTA) and Higher Education Institution (HEI).
- c. Executes the duly notarized Memorandum of Agreement (MOA) with HTA and HEI;
- d. Conducts pre-internship orientation/training to student intern/s, as a prerequisite to their deployment to internship venues, on work environment issues, including, but not limited to, proper work ethics and laws against sexual harassment and business and financial competency development; and
- e. Ensures that all protocols and guidelines are complied to before the deployment; during the internship program: and/or until such required number of OJ hours is delivered at the HTA.

## 2. Monitoring and Evaluation

- a. Safeguards student interns undergoing internship from harassment. exploitation, deplorable training conditions and such other conditions that contravene or defeat the purpose of internship;
- b. Takes appropriate action on any complaint against the student inter/s in accordance with the HEI's policies;
- c. Monitors and evaluates performance of the student intern jointly with the HTA:
- d. Monitors the student inter/s and attends to his/her needs and concerns by coordinating with HTA, CHED and other concerned government authorities if necessary:

- e. Collects copy of duly notarized MOA or training agreement;
- f. Collects weekly progress, accomplishment and evaluation report, and;
- g. Issues a final grade to the student inter/s upon completion of HEl's regulations and on grading system and performance assessment of the HTA.

# B. CITY GOVERMENT as the Host Training Agency (HTA)

- a. Orients the student inter/s on the standard rules and regulations of their establishment.
- b. Encourages student inter/s to develop their personality and professionalism, and to the extent possible, protect the student interns from physical or moral danger;
- c. Provides opportunities for the trainees to be acquainted on the applicability of theories learned to actual Information Technology related practices and supervisory work.
  - d. Develops feedback mechanism to the student intern and to the HEI;
- e. Informs the HEI immediately on any problem that may be encountered with the trainees.
  - f. Provides health and safety protocols;
- g. Forms a Crisis Management Committee, members of which shall be composed of representatives from both HEl and HTA;
- h. Evaluates the performance of the trainee during the period of the OJT using the evaluation tool provided by the HEl, and;
- i. Issues certificates of completion for the student interns not later than two weeks after the completion of internship.

## II. TERMINATION IN CASE OF DEFAULT

The internship program shall terminate in the following cases:

- 1. When a student trainee is found to misbehave and/or commit illegal. fraudulent acts) which is/are in violation of existing standards, rules and regulations.
- 2. A student trainee commits gross negligence in the performance of his/her assigned work.

- 3. When an Officer/employee of the HTA sexually abuses, threatens, or commits any acts) that is/are detrimental to the well-being of the student-trainee.
- 4. Other analogous cases.

#### III. DEVELOPED SYSTEMS DURING INTERNSHIP

In case of developed system/software application of any kind by the intern/s, ownership should be mutually bounded in an agreement, co-owned by the HTA and the HEl, all rights and privileges thereto; acknowledgement or recognition of such shall be given to the intems as developers including the advisor/OJT Coordinator-in-charge.

## IV. NOTICES AND GENERAL MATTERS

In case of notices or emergencies, the HTA may contact the HEl through the OJT Coordinator or the College Dean using the fastest means of communication for immediate action.

## V. SEVERANCE

If any provision of the agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or not enforceable only to that extent and no further.

#### VI. CONFIDENTIALITY

The student inter/s must maintain confidentiality, when and where appropriate during and after the internship period of all the data, business or trade secrets where such information is not within the public domain and is indicated or understood to be confidential.

## VII. SEPARABILITY

If any provision in this MOA is declared invalid by a competent court and/or laws, the remainder of this agreement or any provision therein will not be affected by such declaration of invalidity and shall remain in force and effect.

## VIII. GOVERNING LAW AND ARBITRATION

CHED Memo, Philippine Laws, Jurisprudence concerning rights of students.

## IX. DURATION

This Memorandum of Agreement shall take effect upon the commencement of the internship/on-the-job training and until its termination or completion, unless otherwise terminated earlier upon mutual consent by both contracting parties.

at <u>Tuguegarao City, Cagayan</u> , this	day of 2024.	
MIRIAM COLLEGE	CITY GOVERMENT	
By:	By:	
MILDRED M. SEVILLA, DBA,  CMPE  Chair, Business Administration  Department	HON. MAILA ROSARIO S. TING-QUE City Mayor	
	Faara	
	ESSES:	
WITN	LEDGMENT	
ACKNOW		
ACKNOW!		
WITN		

acknowledged to me that the same are their free act and voluntary deed.

WITNESS MY HA	ND AND SEAL on the date and at the place first above
Doc. No	
Page No.	
Book No.	
Series of 2024.	