

EXCERPT FROM THE MINUTES OF THE CY 2022 – 46<sup>th</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIAN BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON NOVEMBER 16, 2022 AT 9:20 O'CLOCK IN THE MORNING.

**PRESENT:**

HON. ADRIAN S. CAMPOSAGRADO -	SB Member & Temporary Presiding Officer
HON. REYNALDO E. TUMABOTABO-	SB Member
HON. JULIUS T. LEDESMA -	SB Member
HON. NORBERTO T. TURALBA -	SB Member
HON. JERRY T. TUARES -	SB Member
HON. JOEL L. SAYSON -	SB Member
HON. ANA ROWENA A. PERERA -	SB Member
HON. MARIBETH L. TUPINO -	Liga President
HON. DYOSSA MARIE TERUÑEZ -	SKMF President

**OFFICIAL TRAVEL:**

HON. LUGEN T. ORTILANO, - Vice Mayor

*(To attend the PLEASES Seminar cum National Executive Officers & National Board of Trustees Conferences, Malay, Boracay, Aklan, November 15-18, 2022)*

**ABSENT:**

HON. NERI T. CAMIÑA - SB Member (Compensatory Time-Off)

**Resolution No. 2022-166**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. VIRGILIO T. TERUEL FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U), MIAGAO FOR THE ON-THE-JOB TRAINING (OJT) PROGRAM FOR STUDENTS.

**WHEREAS**, the Local Chief Executive in a letter dated November 15, 2022 requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Virgilio T. Teruel, Municipal Mayor, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the Iloilo Science and Technology University (ISAT U), Miagao for the On-The-Job Training (OJT) Program for Students;”*

**WHEREAS**, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

**The ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)**, a state university chartered under Republic Act 10595 with office address at Burgos St., La Paz, Iloilo City, represented by **DR. RAUL F. MUYONG**, as *“FIRST PARTY”* and

**The LOCAL GOVERNMENT UNIT OF TIGBAUAN**, a local private unit with principal office address at Tejero Street, Tigbauan, Iloilo represented by its Local Chief Executive, **ATTY. VIRGILIO T. TERUEL**, as *“SECOND PARTY”*

**WHEREAS**, the **Iloilo Science and Technology University** is offering technical courses wherein its students are required to undergo a Student Internship Program as an academic requirement prior to graduation in order to be adequately exposed to actual industrial work situation, thereby augmenting their formal schooling;

**WHEREAS**, the **Company** has the facilities and/or expertise to provide occupational experience to student-trainees to enhance their competence in their chosen field of endeavor as part of its efforts to help Community Development and cultivate a pool from which the **Company** may possibly recruit its needed personnel in the future.

**WHEREAS**, for and in consideration of the foregoing premises, the **University** and the **Company** do hereby agree on the following:

**DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

1. Facilitate request from the **Company** regarding the enlistment of student-Trainee/s including dissemination of information to targeted students, accept requisitions and intent from students wanting to apply to the **Company's** Internship Program, and reply queries regarding the **Company's** Internship program;
2. Recommend students who will undergo Internship in accordance with the requirements and standards set by the **Company**. Preferable length of training shall be at least SIX HUNDRED HOURS (600hrs.), and must be non-intermittent.
3. Assist the **Company** as regards to the assessment and selection of recommended students with the due consideration on academic standing, technical skills and abilities as well as physical and mental fitness, among others.
4. Develop, in collaboration with the **Company**, a Training Manual or Plan for the student trainees specifying goals and objectives (desired outcomes and how these outcomes will be achieved), knowledge, skills, attitudes and competencies that the student trainee should acquire in each learning area, assignments and schedules of activities, among others.
5. Conduct general orientation for qualified trainees and their parents/guardians;
6. Conduct initial and regular visit/inspection of the **Company's** business premises to ensure safety of students;
7. Appoint a Student Internship Program (SIP) Coordinator who shall officially coordinate and liaise with the **Company** on matters pertaining to the SIP requirements, student-trainees deployment, monitoring of deployed students, and resolve issues/concerns among student-trainees deployed to the **Company**;
8. Submit to the **Company** through the **University's** SIP Supervisor, documentation necessary in engaging student-trainee/s into the Internship Program such as, but not limited, to:
  - a) Official Endorsement Letter along with the list of student-trainees
  - b) Internship Training Agreement
  - c) Personal/Student Information Sheet of each student-trainee
  - d) Waiver from Student-trainees and their parents (must be complied by each student-trainee)
  - e) Score/Grading Sheets or Feedback Document during and upon completion of the Student Internship Program, as may be required by the University
9. Comply with the requirements set forth by the Commission on Higher Education (CHED) for Student's Internship Program, including submission of necessary documents;
10. Hold the **Company** free from any liability whatsoever arising from any suit or obligation in connection with the action (or inactions) of the **University** or its student-trainees under this Agreement;
11. Orient student-trainees and their parents/guardians that any and all liabilities for damage/s to property and/or injury to third persons caused by the student-trainees' maliciously intentional or grossly negligent acts in violation of the University's and the **Company's** safety rules and regulations while in the course of training shall be their personal liability without prejudice to the provisions of valid laws of the Philippines governing their actions at the time of its commission.

**DUTIES AND RESPONSIBILITIES OF THE COMPANY**

1. Set the standards and procedures with respect to the University's Internship Program including the number of student-trainees, which shall be at the sole discretion of the **Company** and may be subject to change without written notification to the **University**.
2. Assess and select student-trainees in accordance with the standards and requirements set by the **Company**.

3. Orient selected student-trainee of the expectations among Internship, **Company's** institutional policies, rules and regulations including those pertaining to schedules, attendance, decorum, health and safety, and housing, among others.
4. Assign/deploy student-trainees to the different operation areas of the **Company** without prejudice to the monitoring rights of the **University** and with due consideration to the student-trainee's technical discipline, abilities and potentials **University**, and which the **Company** may vary depending on operational requirements.
5. Assign a Program Officer who shall work in collaboration with the University's SIP Coordinator to take charge and supervise the University's Student Internship Program as well as the student-trainees, and who will coordinate with Line Supervisors and Managers in providing directions and tasks to student-trainees on a daily basis as well as assess their internship performance
6. Provide First-Aid treatment to student-trainees in the event of an injury or accident while on training and transport them to the nearest hospital or clinic for proper medical care. Provided however, that hospitalization and/or cost of confinement shall not be borne solely by the **Company** unless proven that the cause of injury/accident is attributed to the fault or negligence of the **Company's** official/s or employee/s, in which proper investigation by the **University** and the **Company** shall be considered.
7. Accomplish necessary forms and documentation required by the **University** and/or CHED/ University's Internship Program.
8. Issue Certificates of Completion to student-trainees who successfully finished the University's Internship Program.
9. Conduct a post training review and Internship Program performance evaluation with the **University**.
10. To train students-trainee/s for possible attendance to Seminar and Conferences both Local, National and International.

**COMMON PROVISIONS ON:**

**I. EMPLOYER-EMPLOYEE RELATIONSHIP**

1. There will be no Employer-Employee relationship between the **Company** and the student-trainees of the **University**.
2. The **University** and its student-trainees shall be acting as independent entity and not as an agent of the **Company**.
3. Upon successful completion of the Internship program by the student-trainees, the **Company** has no obligation whatsoever to vest any immediate employment to any of the student-trainee. Nevertheless, a student-trainee may express in writing his/her intent for employment with the **Company**. The **Company** may initiate a job offer to a particular student-trainee. Accordingly, the student-trainee shall undergo the Recruitment process and standard set by the **Company**.

**II. COMPANY'S INSTITUTIONAL POLICIES**

1. The student-trainee and the University's SIP Supervisor shall abide by the **Company's** institutional rules and regulations and comply with those imposed for the programs, otherwise they shall be excluded from further participation.
2. Student-trainees shall sign an Undertaking/Agreement protecting the **Company** from disclosure of classified information and trade secrets.
3. With respect to the output delivered by the student-trainees under this Agreement, each student-trainee shall provide to the **Company** a detailed report and documentation as may be periodically required.

**III. MISCELLANEOUS PROVISION**

1. In case of any untoward incident that may arise as a result of the student's presence in the **Company's** area of operation, which are attributable to the student-trainee's performance under this Agreement, the parties shall create a three-member panel to investigate the circumstances of the incident. The **University** and the **Company** shall each select one (1) member of the panel, the third member shall be jointly selected by both parties. Responsibility/s for the damage/s and/ or injuries shall be taken on a case-to-case basis based on the findings of the panel.
2. Student-trainees shall be personally responsible for any and all liabilities or injury/s to third person/s that may be proven occasioned by their maliciously intentional or grossly negligent acts while in the course of their training.

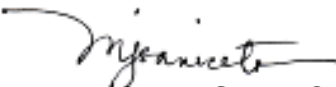
**NOW, THEREFORE**, on motion of HON. NORBERTO T. TURALBA, Member, *Committee on Education, Tourism and Civil Service* and duly seconded by Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Ana Rowena A. Perera, Hon. Maribeth L. Tupino and Hon. Dyossa Marie Teruñez,

**RESOLVED**, to authorize the Municipal Mayor, Atty. Virgilio T. Teruel for and in behalf of the Municipality of Tigbauan To Enter Into A Memorandum Of Agreement (MOA) with the Iloilo Science and Technology University (ISAT U), Miagao for the On-The-Job Training (OJT) Program for Students.

**RESOLVED FURTHER**, to forward copies of this Resolution to Hon. Virgilio T. Teruel, Municipal Mayor and to Iloilo Science and Technology University, (ISAT U) Miagao for their information and/or appropriate action.

**APPROVED.**

**CERTIFIED CORRECT:**

  
**MA. JOSEFA S. ANICETO**  
Adm. Asst. IV & Acting Secretary

**ATTESTED:**

  
**ADRIAN S. CAMPOSAGRADO**  
SB Member and Temporary Presiding Officer

**HON. LUGEN T. ORTILANO**  
Municipal Vice Mayor  
*Sangguniang Bayan Members:*

HON. ADRIAN S. CAMPOSAGRADO  
HON. NERI T. CAMIÑA  
HON. REYNALDO E. TUMABOTABO  
HON. JOEL L. SAYSON

HON. JULIUS T. LEDESMA, O.D.  
HON. NORBETO T. TURALBA  
HON. JERRY T. TUARES, C.E.

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.  
HON. MARIBETH LEDESMA-TUPINO, LnB President  
HON. DYOSSA MARIE TERUÑEZ, SKMF President