

EXCERPT FROM THE MINUTES OF THE CY 2024 – 25TH REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE SB SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON JUNE 19, 2024 AT 9:45 IN THE MORNING

PRESENT:

HON. LUGEN T. ORTILANO,	-	Vice Mayor & Presiding Officer
HON. ADRIAN S. CAMPOSAGRADO	-	SB Member & Temp. Pres. Officer
HON. NERI T. CAMIÑA	-	SB Member
HON. REYNALDO E. TUMABOTABO	-	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. GAYLORD T. TRASPORTO	-	Liga President
HON. FLORENCE JOY V. CABALONGA	-	SKMF President

OFFICIAL BUSINESS: *(To attend the three (3) days's Trainor's Training on Philippine Barangay Budgeting Manual, Smallville 21 Hotel, Iloilo City, June 19-21, 2024)*

HON. JULIUS T. LEDESMA	-	SB Member
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Resolution No. 2024-097

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 UNIVERSITY OF THE PHILIPPINES VISAYAS, MIAG-AO, ILOILO FOR THE IMPLEMENTATION OF ON-THE-JOB TRAINING (OJT) PROGRAM FOR STUDENTS.

WHEREAS, the Local Chief Executive in a letter dated June 18, 2024 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 University of the Philippines Visayas, Miag-ao, Iloilo for the Implementation of 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 **UNIVERSITY OF THE PHILIPPINES VISAYAS**, a constituent unit of the UNIVERSITY OF THE PHILIPPINES, the national university of the Philippines, established and existing by virtue of Executive Order No. 628 s. 1980 and Republic Act No. 9500, with principal office at Miagao, Iloilo represented by its Chancellor, **DR. CLEMENT C. CAMPOSANO**, referred as **“UPV”**; and
- **LOCAL GOVERNMENT UNIT OF TIGBAUAN** with office address at Tejero St. Brgy. 9 Poblacion, Tigbauan, Iloilo, represented by its Municipal Mayor, **ATTY. VIRGILIO T. TERUEL**, referred as **“The Host Training Establishment or the HTE”**;

WHEREAS, the **HTE**, in its concern for the enhancement of the knowledge, skills, attitudes, and values of prospective managers and organizational leaders, has agreed to provide management-related training to the student-interns of the Department of Management, College of Management of **UPV** in the form of actual exposure to the various activities in the different departments or units of the **HTE**;

WHEREAS, the curriculum of **BS in Management** of **UPV** requires students to undergo **Management Practice** to gain experiences and insights in the realities of the management of either micro-enterprises, corporations, government agencies, or non-government organizations. Furthermore, the internship aims to enable the students acquire the necessary competencies to become independent and effective organizational leaders;

WHEREAS, for and in consideration of the foregoing premises, the aforementioned parties hereby mutually agree on the following:

A. The **HTE** shall:

1. Undertake the selection process of the student-interns recommended by **UPV** in accordance with the **HTE's** policies and guidelines in recruitment and selection of personnel;
2. Orient the student-interns about the company and the job;
3. Provide the student-interns with a formal training program or specific training schedule;
4. Ensure that the student-interns undergo training related to their course and provide the student trainees with work or activities that are varied and challenging;
5. Designate a Practicum Coordinator/Adviser who will coordinate the various activities under this Program;
6. Assign an immediate supervisor who will monitor the performance of the student-interns for the duration of the Program;
7. Ensure a safe and conducive working environment for the student-interns taking into account compliance with COVID 19 protocols to ensure the safety of the student-interns;
8. Expose the student-interns to the various stakeholders of the organization;
9. Designate a representative for the culminating activity of the student-interns; and
10. Inform **UPV**, through its faculty adviser or coordinator, on other matters related to the Program;
11. Accomplish the evaluation form at the end of the Program, and discuss the results of the performance evaluation with the student-interns;

B. **UPV**, shall:

1. Recommend student-interns after going through the usual selection process of the **HTE**;
2. Designate a faculty coordinator and/or faculty adviser who will coordinate with the **HTE** on the various activities under this Program;
3. Inform the **HTE**, through the faculty adviser or coordinator, on other matters related to the Program; and

C. Under this **Internship Program**, the following terms and conditions are likewise included:

1. It is expressly understood that there will be no employer-employee relationship between the **HTE** and the student-interns of **UPV**;
2. The student-interns will be personally responsible for any and all liabilities for damage to property or injury to third persons, which may be occasioned by their intentional or negligent acts while in the course of their training;
3. The **HTE** shall see to it that the student-interns complete the agreed scope of work within the agreed duration of the Program;
4. It is expressly understood by **UPV** and the student-interns that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, accounting, and all other related documents, manuals, and operational or technical matters that the **HTE** shall make available to them shall be used for the sole purpose of student training and are classified as confidential in nature and proprietary to the **HTE**. The student-interns hereby undertake to prevent any transfer of such information to any party outside of the **HTE** without its knowledge and written consent. **UPV** and the student-interns shall strictly observe any Confidentiality provisions under **Section D** of this Agreement;
5. Intellectual property shall include any property defined as such by the Intellectual Property Code of the Philippines (RA 8293);
6. Any intellectual property owned by the parties prior to this Agreement shall continue to be owned by them. The student-interns and **UPV** cannot use any confidential information or data from the **HTE** or its clients to create intellectual property without the express written approval of the **HTE**;
7. Any intellectual property independently created by the student-intern during the period covered by the practicum shall be exclusively owned by the student-intern. Should the **HTE** provide financial support for the creation of such intellectual property, the ownership of the intellectual property shall be subject to a subsequent agreement;
8. In case the student-intern jointly creates the intellectual property with a person connected with the **HTE**, the intellectual property shall belong to them jointly. The proportion of ownership of the said intellectual property shall be subject to a subsequent agreement;

D. **CONFIDENTIALITY**

1. **UPV** and its student-interns shall only use any Confidential Information for the purpose of the performance of the activities described in this Agreement;
2. **UPV** and its student-interns shall treat and safeguard, as private and confidential, all the Confidential Information received at any time from the **HTE's** employees, officers, or advisers;
3. Save as required by law or regulation, **UPV**, and its student-interns shall not, at any time without the prior written consent of the **HTE**, directly or indirectly disclose or permit the disclosure of the Confidential Information to any person or other party;

- 4. **UPV** shall submit to the **HTE** the names of the student-interns under the internship program with a warranty that the former has advised its student-interns, and they have agreed that they are strictly prohibited from using, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the **HTE** and its clients, any of the Confidential Information. **UPV** hereby assumes liability for the failure of any of its student-interns to comply with the terms and provisions of this Agreement;
- 5. In case a student-intern is deployed or assigned to one of the **HTE's** clients, such student-intern shall not, at any time, disclose or divulge to any person or third party any confidential information, trade secrets, or any other proprietary data of the **HTE** and its clients;
- 6. **UPV** and its student-interns understand and acknowledge that any disclosure or misappropriation of any of the Confidential Information, in violation of this Agreement, which may cause the **HTE** irreparable harm shall entitle the **HTE** the right to apply for an order, from a court of competent jurisdiction, restraining any such further disclosure or misappropriation and for such other relief as the **HTE** shall deem appropriate at any time up until the final decision is issued by the appropriate court. Such right shall be in addition to remedies available to the **HTE** by law or equity;
- 7. At the conclusion of this internship program, or upon demand by the **HTE**, all confidential information, including but not limited to reports, manuals, documents, correspondence, and all other materials and copies thereof relating, in any way, to the **HTE** and/or to the **HTE's** clients, and any office equipment received shall be returned by the student-interns of **UPV** to the **HTE**;
- 8. This confidentiality clause shall survive despite the termination of the Internship program and shall be governed by Philippine law;

E. DURATION

This AGREEMENT shall be for a period of three years effective from the date of signing of this Agreement and is renewable subject to mutual consent of the Parties;

NOW, THEREFORE, on motion of HON. ANA ROWENA A. PERERA, *Vice Chairperson, Committee on Education, Tourism & Civil Service* (under the sponsorship of Hon. Adrian Camposagrado, Committee Chairman) and duly seconded by Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Gaylord T. Trasporto and Hon. Florence Joy V. Cabalonga;

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 University of the Philippines Visayas, Miag-ao, Iloilo for the Implementation of 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 the UPV Chancellor, Dr. Clement C. Camposano for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT: 

MARLENE TAYO-NAVA
SB Secretary

ATTESTED: 
ADRIAN S. CAMPOSAGRADO
SB Member & 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. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.
HON. JOEL L. SAYSON

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. GAYLORD T. TRASPORTO, LNB President
HON. FLORENCE JOY V. CABALONGA, PPSK President