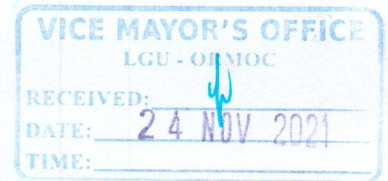


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON NOVEMBER 23, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Gregorio G. Yrastorza III,  
Lalaine A. Marcos,

(O.B. - Tacloban City), SP Member  
(O.B. - Cebu City), SP Member

**RESOLUTION NO. 2021-321**

**A RESOLUTION GRANTING AUTHORITY TO THE CITY  
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY  
MAYOR TO ENTER INTO AND SIGN THE  
MEMORANDUM OF AGREEMENT (MOA) WITH THE  
UNIVERSITY OF SANTO TOMAS (UST) RELATIVE TO  
ITS ON-THE-JOB (OJT) TRAINING/PRACTICUM  
PROGRAM.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated November 4, 2021 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) with the University of Santo Tomas (UST) relative to its On-The-Job (OJT) Training/Practicum Program, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated November 9, 2021, the City Legal Office finds nothing legally objectionable in the said MOA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, University of Santo Tomas instituted an internship/practicum program as part of the curriculum for its Bachelor of Science in Tourism students in order to provide them with adequate experience in actual industry/field work operations and to augment their formal education;

WHEREAS, upon request of the University, LGU-Ormoc has agreed to admit student-trainees to an On-the-Job Training/Practicum Program in support of LGU-Ormoc's objective of providing the students with actual job experience and providing them with the values of public service and leadership;

WHEREAS, the City Government encourages the promotion of quality learning experience, providing higher learning and life skills, and harnessing competency to tertiary level students;

WHEREAS, this City, in its desire to enhance the training and development of more professionals, has agreed to provide support to the students of UST in the form of training in research, operations and latest developments relevant to the tourism industry;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered for the purpose of immersing the students in activities to develop good attitude and professionalism, thereby, serving the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education and SP Member Benjamin S. Pongos, Jr, Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Joan Marbie C. Simbajon, Tomas R. Serafica, Esteban V. Laurente and Peter M. Rodriguez; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE UNIVERSITY OF SANTO TOMAS (UST) RELATIVE TO ITS ON-THE-JOB (OJT) TRAINING/PRACTICUM PROGRAM;

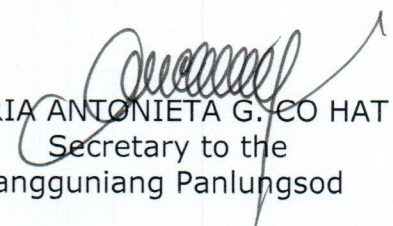
ADOPTED, November 23, 2021.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the University of Santo Tomas (UST); the HRMO; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

The Local Government Unit of Ormoc City, a municipal corporation duly organized and existing by and under the laws of the Republic of the Philippines, with office address at Aunubing St., Brgy. Cogon, Ormoc City, Leyte, represented by its City Mayor, RICHARD I. GOMEZ, DPA, herein referred to as the "LGU-Ormoc".

-and-

The University of Santo Tomas, a private educational institution, duly organized and existing by and under the laws of the Republic of the Philippines with registered address at España Blvd., Sampaloc, Manila, herein referred to as "University",

Collectively referred to as "Parties" and individually as "Party" wherein notices and general matters may be delivered to by hand, registered mail, or other acceptable means.

WITNESSETH

WHEREAS, University of Santo Tomas instituted an internship/practicum program as part of the curriculum for its Bachelor of Science in Tourism students in order to provide them with adequate experience in actual industry/field work operations and to augment their formal education;

WHEREAS, upon request of the University, LGU-Ormoc has agreed to admit student-trainees (Students) to an On-the-Job (OJT) Training/Practicum Program in support of LGU-Ormoc's objective of providing the Students with actual job experience and providing them with the values of public service and leadership;

WHEREAS, the City Government encourages the promotion of quality learning experience, providing higher learning and life skills, and harnessing competency to tertiary level students;

WHEREAS, this City, in its desire to enhance the training and development of more professionals, has agreed to provide support to the students of UST in the form of training in research, operations and latest developments relevant to the tourism industry;

WHEREAS, the Student accepts this Agreement and the respective duties and responsibilities with all its terms and conditions as contained herein;

WHEREAS, this Memorandum of Agreement (MOA) will serve as an instrument for the collaborative efforts between LG-Ormoc and the University to further develop life and career skills of students, enhance technical knowledge and skills as well as enrich skills in communication and human relations;

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

SECTION I  
Obligations of LGU-Ormoc

A. The LGU-Ormoc shall:

1. Formulate a supervised training plan for the Students, in cooperation with the University
2. Deploy the Students to the different operating units of LGU-Ormoc for the period of 300/600 (as the case may be) hours unless extended upon agreement by the Parties;

3. Expose and/or assign the Students to the actual operations and activities of the different offices or units of LGU-Ormoc under the supervision of the Head of the office.
4. Assign a Practicum Supervisor or personnel who will serve as a guide to the Students. The Students will be assigned in practical and related works along their area of specification and interest in the line of research;
5. Through its Practicum Supervisor or a duly authorized personnel, agree to accomplish the following;
  - a. Provide the Students with appropriate tasks that will give them ample and work experiences
  - b. Assist the Students in the preparation of the work outline sheet;
  - c. Regularly monitor and evaluate the performance and output of the Students during the entire On-the-Job Training.
6. Involve and immerse the Students in activities and tasks to develop attitude and creative abilities to develop professionalism;
7. Enforce rules that will govern the conduct of the practicum program in their premises. The said rules shall be known to the University and shall be subject to the conformity of the University and Students before the start of the training.

## SECTION II

### Obligations of the University and the Students

#### A. The University shall:

1. Pre-screen and endorse to LGU-Ormoc a list of the Student for the internship, work immersion, or OJT placement considering the requirements set by LGU-Ormoc;
2. Invite LGU-Ormoc to participate in the job placement activities.
3. Provide Affidavit(s) of Consent from the parents or guardians of minor students;
4. Designate a Practicum Coordinator who will be assigned with the following responsibilities:
  - a. Orient the Students about the rules, work values, proper attitudes and behavior inside the job site particularly towards the employees, before the training proper; and
  - b. Coordinate with LGU – Ormoc on the implementation of the training program.
5. Ensure that the Students are appraised of the conditions of On-the-Job Training and submit proof of compliance thereto;
6. Renounce and waive any claim against LGU-Ormoc for any injury or loss that the Students may sustain or suffer, whether personal or pecuniary, due to the latter's negligence in the performance of their duties and functions while under training, or failure to comply LGU-Ormoc's rules and policies; and
7. Hold LGU-Ormoc free and exempt any liability arising from, or in connection with this Agreement.

#### B. The Students shall:

1. Abide by the administrative policies, rules, and standards of the University as provided by the *Student Handbook* as well as the rules and regulations imposed by LGU-Ormoc for the Practicum Program;
2. Submit to LGU-Ormoc a Letter of Recommendation from the University before being admitted to the On-the-Job Training/Practicum Program,
3. Accomplish and submit to the assigned *Practicum Coordinator* a weekly journal of activities to include

4. Accomplish the assigned tasks to the best of his/her abilities and conform with the program set forth by the University and LGU Ormoc;
5. Complete the given scope of work within the agreed duration of the training;
6. Timely report for the 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;
7. Report to the Practicum Coordinator within two (2) days from the completion of the training;
8. Be personally responsible for any liability and/or injury to him/herself, property or other persons that is attributable to his/her own fault or negligence in the performance of his/her duties and functions while under the program;
9. Renounce and waive, together with the concerned parents, any claim against LGU-Ormoc for any injury or loss that the students may sustain or suffer, whether personal or pecuniary, due to the latter's negligence in the performance of their duties and functions while under training or failure to follow LGU-Ormoc's rules and policies; except in cases of gross negligence, malicious and criminal acts by any of the officers, employees or agents of LGU-Ormoc; and
10. Hold LGU-Ormoc free and exempt from any liability arising from, or in connection with, this Agreement.

### SECTION III Common Provisions

1. All students working for LGU-Ormoc as OJTs, intern, or work immersion student-trainees must be covered by contracts between LGU-Ormoc and the University; or any similar program covers secondary and/or tertiary level students, the completion of which
2. This agreement shall not, in any way, constitute an employer-employee relationship between LGU-Ormoc and the Student and the latter is therefore not entitled to labor standard benefits within the contemplation of the law;
3. The duration of the program shall be equivalent to \_\_\_\_\_ working hours, commencing on \_\_\_\_\_ to \_\_\_\_\_ unless otherwise agreed upon by the Parties herein;
4. The LGU and UNIVERSITY will conduct a post-training review and evaluation of the program and the performance of the Students;
5. The Parties shall not divulge any information that it may have access to and any such information will only be used for academic purposes;
6. In the event that the Student materially violates any policy, rule or regulation, the LGU-Ormoc shall have the right to immediately, with due process, terminate the program in relation to such Student by immediately serving a written notice to the University;
7. The University may pull out the student from the LGU-Ormoc based on reasonable grounds after written notice about such pull out.

### SECTION IV Confidentiality and Waiver

1. All information gathered by the Students on the duration of the training as well as relevant matters are classified as confidential in nature and proprietary to LGU-Ormoc. In essence, the Students shall undertake to prevent transfer of such information, intentionally or unintentionally, to any party outside of LGU-Ormoc without the latter's knowledge and written consent.
2. During, or at any time after the termination of the practicum program, the Students shall not use, or disclose to

3. Upon the termination of the program, the Students shall return to LGU-Ormoc all documents and property thereof, including but not necessarily limited to: reports, manuals, correspondence, customer list, computer programs, and all other materials or copies thereof relating in any way to LGU-Ormoc matters, or in any way obtained during the course of the program.

#### SECTION V *Termination of the Agreement*

The Parties shall have the right to pre-terminate the Practicum Program contemplated by this Agreement by serving a written notice to the other party at least fifteen (15) days prior to the intended date of termination and based on the following grounds:

1. The Students substantially violates the rules and regulations of LGU-Ormoc, or in cases of serious misconduct of the Student;
2. The LGU-Ormoc is proven to fail in providing the safety of the Students and quality of training contemplated by this Agreement;
3. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

#### SECTION VI *Entire Agreement and Amendments*

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 VII *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 of or relating to this Agreement will be in the proper courts of the City of Ormoc to the exclusion of all other courts or tribunals.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement at the date and place above-stated.



<FULL NAME OF STUDENT>  
Student No. \_\_\_\_\_  
Bachelor of Science in Tourism Management  
University of Santo Tomas

By:

RICHARD I. GOMEZ, DPA  
City Mayor

Signed In The Presence Of:

\_\_\_\_\_  
Name & Signature

\_\_\_\_\_  
Name & Signature

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ORMOC ) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, this \_\_\_\_ day of \_\_\_\_\_ 2021, appeared the following persons presenting to me their competent proof of identities as follows, to wit:

<u>Name</u>	<u>Proof of Identity</u>	<u>Issued at / Valid until</u>
<u>RICHARD I. GOMEZ</u>		

Known to me and to me known to be the same persons who executed the foregoing Agreement and acknowledge to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to a *Memorandum of Agreement* consisting of \_\_\_\_ pages, including this page whereon this Acknowledgement is written and signed by the parties and their instrumental witnesses

WITNESS MY HAND AND NOTARIAL SEAL, at the date and place first mentioned.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2021.

