

PAMANTASAN NG LUNGSOD NG MAYNILA

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Department of Budget and
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PAMANTASAN NG LUNGSOD NG MAYNILA

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Office of the University Legal Counsel

FOR **Dean Evangeline P. Lubao**
College of Engineering

SUBJECT **MOA with Department of Budget and Management**

DATE **13 March 2024**

We have reviewed the proposed MEMORANDUM OF AGREEMENT (MOA) for the internship of students from the College of Engineering with Department of Budget and Management, (the “**institutional partner**”), and the following are our comments and observations:

- Please include the middle initial of the University President: Atty. Domingo Y. Reyes, Jr.
- The PLM should be described in the proposed MOA as follows:

The **PAMANTASAN NG LUNGSOD NG MAYNILA**, a public higher education institution duly organized and existing under and by virtue of Republic Act No. 4196, with principal address at General Luna corner Muralla Streets, Intramuros, Manila, represented by its University President **Domingo Y. Reyes, Jr.**, hereinafter referred to as the “**Higher Education Institution**” or “**HEI**”;
- The institutional partner is described in the MOA as “*an agency of the Philippine government created by virtue of Executive Order No. 25, s. 1936 xxx*”. Although, the DBM may have been **initially** established as the “Budget Commission” by virtue of EO No. 25 dated April 25, 1936, several laws have since been passed establishing different budget offices. Most recently, EO No. 292 (the Revised Administrative Code) converted those budget offices into the “Department of Budget and Management” today. Thus, we suggest **revising** the description of the institutional partner simply as follows: “*a national government agency of the Philippine government*”.
- The signatory for the institutional partner does not appear to be the DBM Secretary. Please secure written proof of the authority of such signatory to sign and execute the agreement on behalf of the institutional partner.

- In relation to item A.1, the students would not be under the direct supervision of the PLM or PLM personnel during their training. Thus, the PLM should **not** be held liable for their acts and omissions during the internship. We thus recommend **deleting** “assume full responsibility over the student interns during their internship in the HTE”.
 - Considering that the students are **not** party to the MOA, we recommend **deleting** item C on the responsibilities of the student-intern or the on-the-job trainee.
- Alternatively**, you may consider moving this to the part of the MOA on the obligations of the PLM, and preface the provisions with something like “*The PLM shall ensure that the Student-Interns are aware of the following Responsibilities: xxx*”
- We note that while the MOA was referred for review by the College of Engineering (CE) and is thus presumably intended to cover the internship of students from the CE, the MOA itself does not specify from what program the students who will undergo internship will come. While this is acceptable, please be aware that without such limitation, the MOA potentially covers students from **all** PLM programs.
 - In the Acknowledgment, please make sure the Notary Public indicates the correct names of the **signatories** (not the witnesses). Please remove the name of the witness.
 - Other editorial corrections of typographical and similar clerical errors are indicated in the attached marked-up draft.

Please note that, in relation to the obligations of the institutional partner as enumerated in the MOA, while we have no further comment other than those indicated above (if any), your college is in the best position to determine if these obligations completely and accurately describe what the institutional partner is expected to perform in relation to the students’ training.

For your consideration.



Carlo Florendo C. Castro
University Legal Counsel



Jasmin Micah R. Jabal
Attorney III

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the following:

PAMANTASAN NG LUNGSOD NG MAYNILA, a government educational institution with principal address at General Luna corner Muralla Streets, Intramuros, Manila, duly represented by its university president, **ATTY. DOMINGO REYES JR.**, hereinafter referred to as the "Higher Education Institution" or "HEI";

-and-

DEPARTMENT OF BUDGET MANAGEMENT, an agency of the Philippine government created by virtue of Executive Order No. 25, s. 1936, with principal address at General Solano Street, San Miguel, City of Manila, Philippines duly represented by its Director, **ATTY. RAMON VICENTE B. ASUNCION**, hereinafter referred to as the "Host Training Establishment" or "HTE".

The HEI and the HTE shall be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Commission on Higher Education (CHED), on December 28, 2017, issued CHED Memorandum Order (MO) No. 104, Series of 2017, also known as the "Revised Guidelines for Student Internship Program in the Philippines (SIPP) for All Programs." The CMO provides the guiding principles, objectives, implementing guidelines, and the requirements, obligations, and responsibilities of the Parties in the Internship Program;

WHEREAS, the HEI, has established an Internship Program as part of its curriculum. The program is designed to supplement the learnings and to train students to become competitive and technologically innovative professionals through actual exposure to a professional workplace;

WHEREAS, the HTE supports this program and is willing to give the students of the HEI course-related work assignments and expose them to actual learning experiences;

NOW, THEREFORE, for in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement under the following terms and conditions:

A. Responsibilities of the HEI

1. Assume full responsibility over the student interns during their internship in the HTE;
2. Develop an Internship Plan in collaboration with the designated representatives of the HTE. The Internship Plan shall be part of the Student Contract and the Memorandum of Agreement;
3. Assign a program coordinator;
4. Conduct a pre-internship orientation to students as a pre-requisite to their deployment to the HTE. The orientation shall include a discussion on work environment expectations and work ethics;
5. Conduct initial and regular visit/inspection of the HTE to ensure that all the provisions of the MOA are observed; and
6. Monitor and evaluate the performance of the students in accordance with the Internship Plan and in coordination with the HTE; and
7. Perform all duties and responsibilities as prescribed by the Commission on Higher Education and other related laws and issuances.

B. Responsibilities of the HTE

1. Develop the Internship Plan in collaboration with the HEI;
2. Provide the Student Intern with opportunities to apply and develop knowledge, skills, and behavior to actual work settings;
3. Assign a point person responsible for the implementation of the Internship Plan;
4. Orient the Student Intern on the rules and regulations of the HTE;
5. Enter into a Memorandum of Agreement with the HEI and Contract with the Student Intern;
6. Develop a feedback mechanism to: (1) the student intern; and (2) the HEI;
7. Provide monitoring and evaluation reports or other information on the performance of the student intern as requested by the HEI;
8. Make available records and provide access to the HEI and/or the CHED all matters related to the Internship Program;
9. Issues certificate of completion to the student intern upon completion of the program; and
10. Comply with all the responsibilities as provided in the Memorandum of Agreement/Contract.

C. Responsibilities of the Student Intern or the On-the-Job Trainee (OJT)

1. Officially enrolled in the internship subject of the HEI;
2. Comply with all the requirements as prescribed in the Internship Plan;
3. Submit a Medical Certificate indicating that he/she is in good health and fit to undergo the internship program;
4. Provide a notarized consent executed by the parents or the legal guardian;
5. Enter into the Internship Contract with the HTE;
6. Comply with all the provisions of the Internship Contract and/or agreement including the rules and regulations of the HEI, HTE, and CHED;
7. Attend the orientation seminar conducted by the HEI and the HTE;
8. Report for internship in the HTE based on the schedule indicated in the internship contract and/or agreement;
9. Perform tasks and activities indicated in the internship plan;
10. Maintain confidentiality during and after the internship period where such information is not within the public domain and is indicated or understood to be confidential;
11. Adhere to the rules and regulations of the HTE including the proper use of tools, instruments, machines, equipment, and facilities;
12. Submit all the requirements as prescribed by the HTE and those indicated in the Internship Plan;
13. Complete the internship program within the prescribed period; and
14. Report to the program coordinator after the completion of the program.

D. General Provisions

1. The duration of the Internship Program shall be up to a maximum of five (5) months in accordance with the approved curriculum, except for highly technical programs that require longer internship hours, which shall be in accordance with the existing policies, standards and guidelines of the HEI.
2. The OJT shall follow the schedule previously agreed upon by the HTE and the HEI or in the absence of which, it shall be for a maximum of eight (8) hours per day, between 8:00 am to 5:00 pm, Mondays to Fridays only.
3. The OJT shall not be subjected to mandatory overtime (OT) nor be required to work during holidays.
4. The HTE and the HEI shall jointly develop an Internship Plan for the student intern specifying the objectives, knowledge, and competencies that the student intern should

acquire in each learning area, assignment, and/or activity covered by the Internship Plan.

5. The HTE is not obliged to employ the student intern upon completion of the internship.
6. There is no employer-employee relationship between the HTE and the OJT. The OJT shall not be entitled to compensation/benefits accorded to an employee.
7. The Parties shall not divulge or disclose any information obtained in the course of this Agreement. Any disclosure shall be subject to the written consent of the parties concerned. In the performance of its obligations under this Agreement, therefore, the parties hereby agree to observe all relevant provisions of the Data Privacy Act of 2012 (RA No. 10173), its implementing rules and regulations, and all relevant issuances of the National Privacy Commission. Any information obtained may only be used for academic purposes.

E. Termination, Entirety of the Agreement, Period, and Governing Law

1. The Parties shall have the right to pre-terminate the internship 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 student intern substantially violates the rules and regulations of HTE, or in cases of serious misconduct of the student intern;
 - b. The HTE is proven to fail in providing the safety of the student intern and quality of training contemplated by this Agreement; or
 - c. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement.

PROVIDED, that the terminating party shall formally inform the OJT and HEI of the grievance before any decision to terminate is made and finalized. The OJT and Coordinator /Faculty Adviser shall intervene to rectify the situation in the interest of all parties concerned.

2. 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.
3. This Agreement shall take effect on the date of signing by both parties and shall continue to be in force for a period of three (3) years unless earlier terminated for just cause, by either Party, after thirty (30) days prior written notice to the other Party.
4. The three-year period shall be applicable to cover other prospective student interns who may likewise be required to undergo an internship with the HTE during the effectiveness of this Agreement.
5. Any modifications and/or amendments of this Agreement shall be made in writing, to be mutually agreed upon and signed by the parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action brought to enforce or interpret this Agreement shall be brought in the Courts of the City of Manila to the exclusion of all other courts.
7. The parties shall act in good faith with respect to each other's rights under this Agreement and adopt all reasonable measures to ensure the realization of the objectives of this Agreement.
8. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereby affix their signatures this _____ day of _____, 20____ at _____, Philippines.

PAMANTASAN NG LUNGSOD NG
MAYNILA

DEPARTMENT OF BUDGET AND
MANAGEMENT

By:

Atty. Domingo Reyes Jr.
President, Pamantasan ng Lungsod ng
Maynila

By:

Atty. Ramon Vicente B. Asuncion
Director IV, Administrative Service

SIGNED IN THE PRESENCE OF:

Engr. Evangeline P. Lubao
College Dean, PLM-CEng

Lolita P. Matias
Chief Administrative Officer, AS-Human
Resource Development Division

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day of
_____, 20____, personally appeared:

Valid Proof of Identity

Issued at/on

Atty. Ramon Vicente B.
Asuncion

Evangeline P. Lubao

known to me to be the same persons who executed this instrument and acknowledged the same
to me as their free and voluntary act and deed, and of the entities they respectively represent.

This document consists of five (5) pages including the page where this Acknowledgment
is written, and the parties signed at the left margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the place and date first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.