



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-F01.03
07/01/2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MIGUEL N. BAUTISTA
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. MANOLO S. GALVEZ JR.
City Councilor

HON. RICARDO F. UGALDE
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. HORACIO M. BRILLANTES JR.
City Councilor

HON. RANDY C. FRANCISCO
City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO
City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor



**CITY RESOLUTION NO. 2025-788
Series of 2025**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT (MOA) ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES (PUP) FOR ITS INTERNSHIP PROGRAM AS THE HOST TRAINING ESTABLISHMENT (HTE).

Sponsored by:

Hon. Manolo S. Galvez, Jr. and Hon. Palm Angel S. Buncio

Co-Sponsored by:

Hon. Miguel N. Bautista and Hon. Catherine Sarino-Evaristo

WHEREAS, Republic Act No. 7160 otherwise known as the Local Government Code of 1991, provides that every Local Government Unit (LGU) shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the Polytechnic University of the Philippines (PUP) instituted an Internship Program as an integral component of its academic curriculum aimed at enriching students' theoretical knowledge with practical experience and preparing them to become competitive, competent and technologically adept professionals through immersion in real-world professional environments;

WHEREAS, the City Government of Bacoor fully supports this initiative and expresses its willingness to provide PUP students with course-related work assignments and hands on exposure to actual workplace settings thereby contributing to their development and career readiness;

NOW THEREFORE, upon motion of Hon. Palm Angel S. Buncio, duly seconded by Hon. Miguel N. Bautista, Hon. Levy M. Tela and Hon. Reynaldo D. Palabrica in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the PUP for the internship program as the Host Training Establishment (HTE).



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-F01.03
07/01/2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MIGUEL N. BAUTISTA
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. MANOLO S. GALVEZ JR.
City Councilor

HON. RICARDO F. UGALDE
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. HORACIO M. BRILLANTES JR.
City Councilor

HON. RANDY C. FRANCISCO
City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO
City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor



RESOLVED FURTHER, to furnish the Office of the City Mayor, the PUP and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 1st day of September 2025 during the regular session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA
City Mayor



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a government educational institution organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal office address at Anonas St., Sta. Mesa, Manila, represented herein by its Vice President for Campuses, **DR. EMANUEL C. DE GUZMAN**, duly authorized for that purpose, and hereinafter referred to as the "**UNIVERSITY**"

and

The **CITY GOVERNMENT OF BACDOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of 2025, approved by the City Council of Bacoor dated _____, and hereinafter referred to as the "**HOST TRAINING ESTABLISHMENT**" or "**HTE**" or "**LGU BACDOR**"

The term "Party" shall mean the **UNIVERSITY** or **LGU BACDOR**, as applicable, while the term "Parties" shall mean the **UNIVERSITY** and **LGU BACDOR**, collectively

WITNESSETH:

WHEREAS, the **UNIVERSITY** has instituted an Internship Program as an integral component of its academic curriculum, aimed at enriching students' theoretical knowledge with practical experience and preparing them to become competitive, competent, and technologically adept professionals through immersion in real-world professional environments;

WHEREAS, the **LGU BACDOR** fully supports this initiative and expresses its willingness to provide the **UNIVERSITY** students with course-related work assignments and hands-on exposure to actual workplace settings thereby contributing to their holistic development and career readiness;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties have agreed to be bind as follows:

SECTION 1. SCOPE. This Agreement governs the implementation of the Internship Program (the "Program") jointly undertaken by the Parties, in accordance with CHED Memorandum Order No. 104, Series of 2017. The Program is designed to facilitate the practical application of academic learning in a real-world professional setting. For the purposes of this Agreement, "Internship" shall be understood to mean Practicum, Field Practice, or On-the-Job Training (OJT), and shall not be construed as equivalent to Apprenticeship or Learnership.

SECTION 2. TERM AND TERMINATION. Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on **30 June 2028**. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this Agreement or commits a material breach of any other terms and conditions of this Agreement or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately if the breach cannot be remedied or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY. The University commits to the following responsibilities in support of the Internship Program:

- a. Formulate internship policies and guidelines governing the selection, placement, monitoring, and assessment of student interns;
- b. Collaborate with the LGU BACOR, as the Host Training Establishment (HTE) in developing an *Internship Plan* that outlines the Program's goals and objectives, expected knowledge and skills, specific assignments, and schedule of activities, ensuring that student interns acquire relevant competencies in each learning area;
- c. Ensure the acceptability of both the Internship Plan and the internship venue, with regard to the safety and welfare of the student interns prior to deployment;

- d. Provide free medical and dental services, including certification by duly licensed professionals, to student interns prior to deployment;
- e. Secure appropriate insurance coverage for student interns for the entire duration of the internship;
- f. Designate an On-The-Job Training (OJT) Coordinator who shall be responsible for the following:
 - i. Conduct pre-internship orientation/training on workplace norms, including proper work ethics and laws against sexual harassment;
 - ii. Inspect internship venues and sites as necessary;
 - iii. Monitor and assess student interns periodically;
 - iv. Provide coaching and mentorship to student interns;
 - v. Assist student interns in addressing concerns, resolving issues, and navigating challenges encountered during the internship;
 - vi. Validate the internship outcomes upon the completion of the Program; and
 - vii. Perform other tasks as may be assigned by the College/University.
- g. Jointly monitor and evaluate student intern performance with the LGU BACOR, based on the Internship Plan;
- h. Provide feedback to the LGU BACOR regarding the overall implementation of the Program, including a post-training review;
- i. Safeguard student interns from harassment, exploitation, substandard training conditions, and any other circumstances that undermine the purpose of the internship;
- j. Take appropriate action on complaints filed against student interns, in accordance with UNIVERSITY policies;
- k. Establish a Grievance Committee composed of representatives from the University Legal Counsel Office (ULCO), the OJT Coordinator, the Dean and/or Department representative, and a representative from the LGU BACOR. The Committee shall be responsible for resolving complaints and addressing violations of the training agreement;
- l. Issue final grades to student interns upon completion of all requirements, in accordance with the University's grading system and performance assessment policies; and

- m. Comply with all reporting and documentation requirements set forth in CHED Memorandum Order No. 104, Series of 2017.

SECTION 4.

DUTIES AND RESPONSIBILITIES OF LGU BACOR. As the Host Training Establishment (the), the LGU BACOR, through its Human Resources Management and Development Department (HRDMD), commits to the following responsibilities in support of the Internship Program:

- a. Accept a number of students from the UNIVERSITY in accordance with the UNIVERSITY's requirements of the University;
- b. Execute an individual Internship Agreement with each student intern, which shall form an integral part of this Agreement;
- c. Conduct orientation for student interns regarding the LGU BACOR's standard policies, rules, and regulations prior to the signing of the Internship Agreement;
- d. Collaborate with the UNIVERSITY in the development and implementation of an Internship Plan that outlines the Program's objectives, competencies, assignments, and schedule;
- e. Ensure that internship hours do not exceed eight (8) hours per day, scheduled between 8:00 AM and 5:00 PM, Mondays through Fridays only;
- f. Guarantee that student interns shall not be required to render mandatory overtime or work during weekends and holidays;
- g. Adjust the internship modality (e.g., onsite, online, or hybrid) as necessary, subject to prior written agreement with the UNIVERSITY;
- h. Provide student interns with supervised practical training and work experience aligned with the Internship Plan;
- i. Ensure that student interns are not assigned tasks equivalent to regular staff positions within the LGU BACOR;
- j. Appoint a supervisor who shall serve as the focal person for the implementation and oversight of all phases of the Internship Program;
- k. Provide adequate facilities and resources necessary for student interns to effectively perform their assigned duties;
- l. Take reasonable measures to protect student interns from physical or moral harm throughout the duration of the internship;

- m. Submit monitoring and evaluation reports on student intern performance and provide feedback to the UNIVERSITY regarding the overall implementation of the Program;
- n. Permit the UNIVERSITY's OJT Coordinator to conduct site visits or inspections to ensure the safety and welfare of student interns; and
- o. Issue within ten (10) working days after the conclusion of the internship, a Certificate of Completion, duly accomplished evaluation sheet, and other relevant documentation describing the student intern's performance.

SECTION 5. WARRANTIES AND REPRESENTATIONS. The Parties hereby represent and warrant that:

- a. They are duly registered with the appropriate government agency or agencies and possesses the legal authority to enter into this Agreement;
- b. Their respective signatories are fully authorized to execute this Agreement on behalf of their institutions;
- c. The execution and performance of this Agreement do not conflict with, violate, or constitute a breach of any existing obligations, contracts, or agreements to which either Party is bound; and
- d. They comply with all applicable laws, rules, regulations, and issuances governing workplace practices and internship programs, including those related to health and safety, and shall ensure the protection of interns from physical, emotional, and other forms of risk to their safety, privacy, security, and overall well-being.

SECTION 6. FORCE MAJEURE. No Party shall be held liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control. These circumstances may include, but are not limited to, acts of God, natural disasters, war, civil unrest, strikes, labor disputes, epidemics, pandemics, government actions, or any other event that renders performance impossible or impracticable. In such cases, the affected Party shall promptly notify the other Party and make reasonable efforts to resume performance as soon as practicable.

SECTION 7. MISCELLANEOUS PROVISIONS

- a. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

- b. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- c. Both Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- d. Either Party is strictly prohibited from assigning this Agreement, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this Agreement without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by, all of the obligations of the assigning Party under this Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.
- e. The OJT Coordinator or Faculty Adviser shall determine the duration of the internship and shall communicate the same to LGU BACOOR through an official endorsement letter.
- f. Should the LGU BACOOR incorporate emerging remote work modalities including online Internship options, the corresponding hours shall be counted toward total internship hours.
- g. Student interns shall be personally responsible for any and all liabilities, injuries to themselves, or damage to property or persons arising from their own fault or negligence during the course of their training. Accordingly, student interns shall hold the LGU BACOOR free and harmless from any demand, claim, or complaint arising from this training agreement, except in cases of negligence, malicious acts, or criminal acts by officers, employees, or agents of the LGU BACOOR.
- h. This Agreement does not constitute a transfer of intellectual property. All intellectual properties owned by the Parties, including those contributed for the fulfillment of this Agreement, shall remain the respective property of each Party.
- i. Intellectual properties developed, created, performed, or produced by the student intern as part of their regular internship duties or tasks with LGU BACOOR, including associated copyrights, patents, and other rights, shall belong to LGU BACOOR.
- j. Intellectual properties developed by the student intern outside the scope of their regular internship duties, even if utilizing the time, facilities, or materials of LGU BACOOR, shall remain the property of the student intern, unless

otherwise stipulated in a separate agreement executed by the student, their parent/guardian, and LGU BACOR.

- k. In cases where intellectual property is jointly developed by the student intern and an employee or personnel of LGU BACOR, ownership shall be proportionally shared, unless otherwise stipulated in a separate agreement executed by the student, their parent/guardian, and LGU BACOR.
- l. Nothing in this Agreement shall be construed as creating an employment relationship or partnership between the Parties.
- m. Any activity involving the processing of personal data shall comply with Republic Act (R.A.) No. 10173, or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other applicable laws and issuances. The Parties shall undertake all necessary actions to facilitate lawful data processing, including the execution of contracts, securing of consent, and other related acts.
- n. The Parties warrant compliance with Republic Act (R.A.) No. 11313, or the Safe Spaces Act, and all related laws, rules, and issuances. This includes the establishment of an independent internal mechanism or Committee on Decorum and Investigation (CODI), the adoption of a code of conduct prohibiting sexual harassment, and the implementation of procedures and sanctions. Each Party further warrants that, upon receiving a complaint or report of sexual harassment or upon gaining knowledge of possible or impending act of sexual harassment by its officers, personnel, employees, agents, representatives, or students against those of the other Party, it shall immediately investigate and take appropriate action to resolve the matter, prevent recurrence, and address its effects.
- o. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.
- p. Any dispute from this Agreement shall be resolved amicably between the Parties. Only upon failure of such amicable settlement may either Party bring the matter before the appropriate court or tribunal of competent jurisdiction.
- q. This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the City Bacoor City, to the exclusion of all other venues.
- r. This MOA may be signed in separate but identical counterparts. Each originally signed copy shall be deemed an integral part of the entire agreement.

- s. The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.
- t. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.
- u. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement as of the date and at the place set forth above.

(signatory portion on the next page)

**CITY GOVERNMENT OF
BACOR**

**POLYTECHNIC UNIVERSITY OF
THE PHILIPPINES**

By:

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2025

DR. EMANUEL C. DE GUZMAN
Vice-President for Campuses

SIGNED IN THE PRESENCE OF

Atty. AIMEE TORREFRANCA NERI
City Administrator
City Government of Bacor

AR. ELMER A. VALENZUELA
Architect
Polytechnic University of the Philippines

Ms. NATIVIDAD LUDWIG I. OPLE
City Government Department Head
HRDMD, City Government of Bacor

DR. JOCELYN A. RIVERA-LUTAP
QAC / OJT Coordinator
Polytechnic University of the Philippines

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Bacoor, Province of Cavite) S.S.

BEFORE ME, a Notary Public, this ____ day of _____, 2025,
personally appeared the following:

Name	Competent Proof of Identity / ID Number	Place and date Issued
Hon. STRIKE B. REVILLA		
DR. EMANUEL C. DE GUZMAN		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

The foregoing Memorandum of Agreement, consisting of ____ () pages, including this page on which this acknowledgement is written, has been signed by on the left margin of each and every page thereof by the concerned parties and their witnesses on each and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.