



Republic of the Philippines  
Province of Guimaras  
**8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN**

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON JANUARY 17, 2017.

**PRESENT:**

Atty. John Edward G. Gando -	Vice Governor/Presiding Officer
Hon. Cyril C. Beltran -	SP Member/Majority Floor Leader
Hon David G. Gano -	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr. -	SP Member
Hon. Diosdado G. Gonzaga -	SP Member
Hon. Josefina G. de la Cruz -	SP Member
Hon. Aurelio G. Tionado -	SP Member
Hon. Dan Elby C. Habaña -	SP Member
Hon. Ma. Sheila G. Gange -	Ex-Officio Member (PCL Fed. President)

**OFFICIAL BUSINESS:**

Hon. Rex G. Fernandez -	SP Member
Hon. Ramon N. Ortiz -	Ex-Officio Member (ABC Fed. President)

**RESOLUTION NO. 14**

**RESOLUTION GRANTING AUTHORITY TO THE HONORABLE GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE RESPECTIVE DEPARTMENTS OF GUIMARAS STATE COLLEGE (GSC) NAMELY: BACHELOR OF SCIENCE IN HUMAN RESOURCE MANAGEMENT (BSHRM), BACHELOR OF SCIENCE IN HOTEL AND RESTAURANT SERVICES TECHNOLOGY (BSHRST), BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION (BSBA) AND BACHELOR OF SCIENCE IN INDUSTRIAL TECHNOLOGY (BSIT) RELATIVE TO THE ON-THE-JOB TRAINING (OJT)**

WHEREAS, for the consideration of the Honorable Body is the letter dated 24 November 2016 from Governor Samuel T. Gumarin, MD, MPH requesting authority to sign for and in behalf of the Provincial Government of Guimaras the Memorandum of Agreement with the Guimaras State College (GSC) relative to the On-the-Job Training of its students;

WHEREAS, as explained by the resource persons from the Guimaras State College (GSC), there is that standard On-the-Job Training form that the trainee will be using depending on the program of that school;

WHEREAS, cognizance of the need of students to undergo On-the-Job Training, this Honorable Body interposes no objection on the request;

NOW THEREFORE, on motion of Hon. Josefina G. de la Cruz, unanimously seconded;

THE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras, the following Memorandum of Agreements, to wit:

**Bachelor of Science in Hotel and Restaurant Management  
On-The-Job Training**

- I. The PROVINCIAL GOVERNMENT OF GUIMARAS will permit \_\_\_\_\_ this \_\_\_\_\_ to enter their establishment for purpose of gaining an experience in \_\_\_\_\_ hrs. \_\_\_\_\_.
- II. The course is designed to run for a maximum of 300 hours.
- III. The coordinator shall, with the assistance of training agency, prepare schedule of processes to be learned on the job.
- IV. The student/trainee will not paid compensation; however, training agency may give any form of allowance if so desire.
- V. The student while in the process of training will have the status of student trainee neither displacing a regular worker now employed nor substituting for a worker needed by the training agency.
- VI. The student trainee will not be permitted in the process of gaining occupational experiences to remain in any operation job or phase of occupation beyond the period of time necessary for him to become proficient.
- VII. The supervisor/coordinator shall be responsible for the personal conduct of the student while training.
- VIII. All complaints shall be made to and attended by the coordinator.
- IX. The coordinator of training agency shall have authority to transfer or withdraw the student anytime for causes.
- X. The training of the student trainee shall conform to the local laws, and rules and regulations of the training agency.

**COLLEGE OF BUSINESS MANAGEMENT  
Bachelor of Science in Hotel and Restaurant Services Technology**

**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement is made and entered into by and between:

The GUIMARAS STATE COLLEGE, a government state college established by law with office address at Brgy. McClain, Buenavista, Guimaras represented by ANELYN P. ANAS, HRM-MSBA, BSHRM OJT Supervisor, herein referred to as the First Party;

and

PROVINCIAL GOVERNMENT OF GUIMARAS, a government agency \_\_\_\_\_ represented herein by HON. SAMUEL T. GUMARIN, MD, MPH, hereinafter referred to as the Second Party;

## WITNESSETH:

WHEREAS, the \_\_\_\_\_ has expressed its acceptance to accommodate \_\_\_\_\_ of Guimaras State College, College of Business Management, Bachelor of Science in Hotel and Restaurant Management Practicum Program.

WHEREAS, to support On-the-Job training and improve the student/trainee's knowledge and skill, had collaborated and come up with this agreement.

NOW, in consideration of the terms and obligations hereinafter contained and to be performed, both parties have agreed as follows:

- I. The course is designed to run for a maximum of \_\_\_\_\_ hours. (Hotel and Restaurant Phase)
- II. The \_\_\_\_\_ will permit \_\_\_\_\_ to enter their establishment for purpose of gaining an experience in the above mentioned number of hours.
- III. The coordinator shall, with the assistance of training agency, prepare schedule of processes to be learned on the job.
- IV. The student/trainee will not paid compensation; however, the training agency may give any form of allowance if so desire.
- V. The student while in the process of training will have the status of student trainee neither displacing a regular worker now employed nor substituting for a worker needed by the training agency.
- VI. The student trainee will not be permitted in the process of gaining occupational experiences to remain in any operation job or phase of occupational beyond the period of time necessary for him to become proficient.
- VII. The supervisor/coordinator shall be responsible for the personal conduct of the student while training.
- VIII. All complaints shall be made to and attended by the coordinator.
- IX. The coordinator of training agency shall have authority to transfer or withdraw the student anytime for causes beyond control.
- X. The training of the student trainee shall conform with the local laws, and rules and regulations of the training agency.

**COLLEGE OF BUSINESS MANAGEMENT**  
Bachelor of Science in Business Administration  
PRACTICUM 1& 2-Work Integrated Learning  
On-The-Job Training

#### MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The GUIMARAS STATE COLLEGE, an educational institution, duly organized and existing under Philippine Laws with office/business address at McLain, Buenavista, Guimaras represented herein by JOE RUSSEL G. ARENSOL, Ph. D., BSBA OJT Supervisor hereinafter referred to as the COLLEGE.



and

PROVINCIAL GOVERNMENT OF GUIMARAS a government agency duly organized and existing under Philippine Laws with office/business address at San Miguel, Jordan, Guimaras represented herein by HON. SAMUEL T. GUMARIN, MD, MPH hereinafter referred to as the PARTNER INSTITUTION.

WITNESSETH:

WHEREAS, PROVINCIAL GOVERNMENT OF GUIMARAS has expressed its acceptance to accommodate BRYNAN B. GA of Guimaras State College, College of Business Management, Bachelor of Science in Business Administration Practicum Program.

WHEREAS, the parties hereby bind themselves to undertake a Memorandum of Agreement for the purpose of supporting the College on-the-job training for the student-trainee under the following terms and conditions:

The COLLEGE shall be responsible for briefing the on-the-job student-trainee who intend to conduct practicum exposure in the PARTNER INSTITUTION as part of the COLLEGE'S curriculum;

The COLLEGE shall provide the on-the-job student-trainee the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the PARTNER INSTITUTION;

The COLLEGE shall issue an official endorsement vouching for the well-being of the on-the-job student-trainee which shall be used by the PARTNER INSTITUTION for processing the application of the student-trainee;

The COLLEGE shall make supervisory and instructional visits/follow ups to the PARTNER INSTITUTION during the trainee period and evaluate the student's progress and discuss training problems;

The COLLEGE has the discretion to pull out the student-trainee if there is an apparent risk and exploitation on the rights of the student-trainee;

The PARTNER INSTITUTION may grant and/or adequate insurance to student-trainee in accordance with the PARTNER INSTITUTION'S existing rules and regulations;

The PARTNER INSTITUTION, upon consultation with the COLLEGE, may require qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their application;

The PARTNER INSTITUTION is not obliged to employ student-trainee upon completion of the training;

The student-trainee shall be personally responsible for any and all liabilities arising from negligence in the performance of his duties and functions while under training;

There is no employer-employee relationship between the PARTNER INSTITUTION and the student-trainee;

The duration of the program shall be equivalent to 250 hours unless otherwise agreed upon the PARTNER INSTITUTION and the COLLEGE.

Any violation of the foregoing covenants will warrant the cancellation of the MEMORANDUM OF AGREEMENT by the PARTNER INSTITUTION within thirty (30) days upon notice to the COLLEGE.

This Memorandum of Agreement shall become effective upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given the party thirty (30) days prior to the date of intended termination.

**MEMORANDUM OF AGREEMENT  
(Bachelor of Science in Industrial Technology)**

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement is executed and entered into by and between:

GUIMARAS STATE COLLEGE, a government agency duly organized and existing under the law of the Republic of the Philippines with office address at Mclain, Buenavista, Guimaras represented in this act by its College President, ROGELIO T. ARTAJO, Ph.D., hereinafter referred to as the "GSC".

and

PROVINCIAL GOVERNMENT OF GUIMARAS, government agency duly organized and existing under Philippine Laws with office/business address at San Miguel, Jordan, Guimaras represented herein by HON. SAMUEL T. GUMARIN, MD, MPH hereinafter referred to as the PARTNER INSTITUTION.

WITNESSETH:

The parties hereby bind themselves to undertake the Memorandum of Agreement for the purpose of supporting the GSC'S On-The-Job Training for student-trainee under the following terms and conditions:

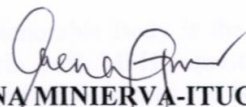
1. The GSC shall be responsible for briefing the on-the-job student-trainees who intend to conduct practicum exposure in the "TRAINING AGENCY" as part of the GSC'S Curriculum;
2. The GSC shall provide the on-the-job student-trainee the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the TRAINING AGENCY.
3. The GSC shall issue an official endorsement vouching for the well-being of the on-the-job student trainee which shall be used by the TRAINING AGENCY for processing the application of the student-trainee;
4. The GSC shall coordinate with the TRAINING AGENCY for more support on actual and hands-on training during the duration of the program.
5. The GSC shall monitor, supervise and evaluate student-trainees;
6. The GSC and the TRAINING AGENCY shall voluntarily withdraw and terminate a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the TRAINING AGENCY and impose necessary college sanctions to the said student-trainee;
7. No compensation shall be given to the student-trainee for work related training, but the TRAINING AGENCY may grant allowance and/or adequate insurance to student-trainee in accordance with the TRAINING AGENCY existing rules and regulations;
8. The GSC and the TRAINING AGENCY shall no way be responsible and liable for any injury sustained and illness contracted arising from the student-training program; the student-trainee shall be personally responsible for any and all liabilities arising from negligence in the performance for his/her duties and functions under training.
9. Student-trainees may be voluntarily under overtime work and exigencies of service;

10. The GSC requires student-trainees to report during Fridays and other important college activities as part of the college student policy and rules upon approval of letter request from the college;
11. The TRAINING AGENCY, upon consultation with the GSC, may require qualified students to submit themselves to examination, interviews and file pertinent documents to support their application;
12. The TRAINING AGENCY is not obliged to employ student-trainee upon completion of the training;
13. There is no employer-employee relationship between the TRAINING AGENCY and the student-trainee;
14. The duration of the program shall be equivalent to six hundred (600) working hours unless otherwise agreed upon by the TRAINING AGENCY and the GSC;
15. The student-trainee shall conform the laws, rules, and regulations of the TRAINING AGENCY;
16. Any violation of the foregoing covenants will warrant the cancellation of the Memorandum of Agreement by the TRAINING AGENCY within (30) days upon notice to the GSC.
17. Shall become effective upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given by either party within thirty (30) days prior to the date of intended termination.


RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Guimaras State College (GSC), PHRMDO and all other concerned offices for information and appropriate action.

APPROVED. January 17, 2017.

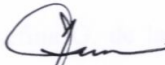
I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8<sup>th</sup> Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on January 17, 2017.

  
**LORENA MINIERVA-ITUCAS**  
 Secretary to the Sangguniang Panlalawigan

Attested:

  
**ATTY. JOHN EDWARD G. GANDO**  
 Vice Governor  
 Presiding Officer

Approved:

  
**SAMUEL T. GUMARIN, MD, MPH**  
 Governor