

Republic of the Philippines
Province of Davao del Norte
City of Tagum

BEFORE THE 4th CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 93rd REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD AT THE SP SESSION HALL ON MAY 11, 2009.

PRESENT:

Hon. ALLAN L. RELLON, MPA	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA, CPA,	Member
Hon. ROBERT L. SO,	Member
Hon. DE CARLO L. UY,	Member
Hon. RAYMOND JOEY D. MILLAN,	Member
Hon. VICENTE C. ELIOT, SR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. REYNALDO T. SALVE,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member (SK Representative)

ON OFFICIAL BUSINESS:

Hon. ALAN D. ZULUETA,	Member
-----------------------	--------

RESOLUTION NO. 747, s-2009

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM, A MEMORANDUM OF AGREEMENT (MOA) WITH THE REGIONAL TRAINING CENTER (RTC) KOREA – PHILIPPINES (KOR-PHIL) VOCATIONAL TRAINING CENTER, REPRESENTED BY ITS OIC CENTER ADMINISTRATOR, EGMEDIO O. VALDEZ, JR.

WHEREAS, communication dated 22 April 2009 of Hon. Allan L. Rellon, MPA, Acting City Mayor, endorsed the Memorandum of Agreement between the City Government of Tagum and the Regional Training Center (RTC) Korea-Philippines (Kor-Phil) Vocational Training Center;

WHEREAS, the City Government of Tagum committed to put premium on education as its priority thereby committing its support especially to the programs that would help the students more effective and productive;

WHEREAS, the City Government of Tagum established the City Vocational Technical Educational Scholarship Program (CIVOTESPRO) in order to provide easy access on technical vocational education and to open opportunities for our determined and deserving pupils and students who do not have sufficient means for schooling;

WHEREAS, the Regional Training Center (RTC) Korea-Philippines Vocational Training Center was established to provide training to the underprivileged but potential youths and adults to acquire highly demand skills local and abroad;

WHEREAS, both parties have a common vision of helping the targeted beneficiaries, improve their economic condition and expressed willingness to follow all the agreements stipulated in the Memorandum of Agreement (MOA).

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod of Tagum City to authorize the City Mayor, Hon. Rey T. Uy to enter into and sign for and in behalf of the City Government of Tagum, a Memorandum of Agreement (MOA) with the Regional Training Center (RTC) Korea-Philippines (Kor-Phil) Vocational Training Center, represented by its OIC Center Administrator, Egmedio O. Valdez, Jr.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall be as follows:

-over-

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ___ by and between City Government of Tagum herein represented by its City Mayor, Hon. REY T. UY, referred to as the "City";

-and-

Regional Training Center – Davao (RTC-KORPHIL-Davao), with principal office and address at TESDA – Buhisan, Tibungco, Davao City, Philippines, and represented by its OIC – Center Administrator, Mr. Egmedio O. Valdez, Jr., referred to as the "RTC-KORPHIL-Davao".

The partners agree on the following:

1. The City undertakes to carryout in-plant training portion in cooperation with Regional Training Center – Davao (RTC-KORPHIL-Davao) in INDUSTRIAL AUTOMATION AND MECHATRONICS, TECHNICIAN, AUTOMOBILE MAINTENANCE AND REPAIR, WELDING AND PIPEFITTING, INFORMATION PROCESSING AND HEATING VENTILATING AND AIR-CONDITIONING under the 1-Year Regular Programs for the student(s) of Regional Training Center-Davao (RTC-KORPHIL-Davao).
2. The CITY agrees to appoint a City Training Coordinator, who shall be responsible for the assignment/designation of trainers and their alternates in their respective areas where student-trainee(s) will be assigned. Among the functions of the training coordinator are:
 - a. To implement the training plan and coordinate with all the departments designated for the training;
 - b. To monitor the performance of student-trainee(s), make recommendation concerning discipline and administer tests to determine the proficiency of the student-trainees in specific trade of craft; and
 - c. To meet with representative(s) of RTC-KORPHIL-Davao after completion of each of the training areas in order to give and receive the necessary feedback and establish regular communication.
3. The CITY is not obliged to pay the student-trainee(s) compensation of any kind and shall not enter into any kind of employer-employee relationship with the student-trainee(s) during the training. Any special pay on the part of the CITY is strictly voluntary.
4. The CITY shall provide the student-trainee(s) with free training materials, such as technical literature, and assign work areas and tools for the duration of their training.
5. The CITY shall assign the student-trainee(s) only on to the following schedules: 8:00 to 12:00 noon and 1:00 to 5:00 p.m. or whatever is appropriate for the student-trainee(s) and the CITY.
6. The CITY and RTC-KORPHIL-Davao mutually agree to follow the Dualized Training Program scheme: The student-trainee(s) will undergo 10 months In-Center Training at RTC-KORPHIL-Davao and 2 months (320 hours) In-Plant Training at the City.
7. The CITY and RTC-KORPHIL-Davao shall oblige the student-trainee(s) to accomplish their logbook of daily performance to monitor their progress and accomplishments. The logbook shall form part of the requirements for graduation.
8. During the effectivity of this agreement, it is understood that the student-trainee(s) shall follow all CITY rules and regulations, policies, and procedures, particularly those affecting the training activities, duly promulgated or to be promulgated by the CITY.
9. In case of unavoidable circumstances, or an accident happened during the time the students are in the training area or coming to and from the training area, the CITY is not liable. The CITY shall be free from any and all liabilities that may arise by reason of an accident or unavoidable circumstances.

-over-

10. In case the student-trainee(s) completes the full in-plant Training Program, the CITY shall issue certification of the in-plant trainee and is not obliged to hire the student-trainee(s). However, the CITY has the option to hire if it desires to do so.

IN WITNESS WHEREOF, the parties have hereunto set their signature below, this ___ day of _____, 2009 at City Hall, Tagum City, Province of Davao del Norte, Philippines.

CITY GOVERNMENT OF TAGUM

KORPHIL TRAINING CENTER

HON. REY T. UY
City Mayor

EGMEDIO O. VALDEZ, JR.
OIC-Center Administrator

Signed in the presence of:

ACKNOWLEDGEMENT:

Republic of the Philippines)
City of Tagum)

BEFORE ME, a Notary Public for in Tagum City, Philippines, this ___ day of _____, 2009, personally appeared _____ and _____
With the Community Tax Certificate found below their names, respectively:

REY T. UY _____
EGMEDIO O. VALDEZ, JR. _____

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged that the same is their true and voluntary act and deed.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2009.

RESOLVED FURTHERMORE, that copies of this resolution be furnished to all offices concerned.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

ALLAN L. RELLON, MPA
City Vice Mayor
(Presiding Officer)

