

CONTRACT OF AFFILIATION

Known All Men By These Presents:

This **CONTRACT OF AFFILIATION** made and entered into the Province of Nueva Vizcaya Philippines, this ____ day of _____, 2023 by and between the **MEDICAL MISSION GROUP HOSPITAL AND HEALTH SERVICES INC.**, with office address at Solano, Nueva Vizcaya, a duly authorized teaching agency, represented by **DR. RODERICK B. TAMBUYAT**, Medical Director, herein after referred to as the **PARTY OF THE FIRST** and **SAINT MARYS UNIVERSITY OF BAYOMBONG**, with business and postal address at Bayombong, Nueva Vizcaya, a higher education institution duly recognized in the Commission on Higher Education represented by **DR. JOHN OCTAVIOUS S. PALINA**, herein after referred to as the **PARTY OF THE SECOND PART**.

WITNESSETH

1. The **PARTY OF THE FIRST PART** agrees and allows the affiliation and training of BS Nursing students of the **PARTY OF THE SECOND PART** in MMG Hospital and Health Services Inc., subject to the Policies, Procedures, and Guidelines Governing Affiliation and Training of the Students. The Chief of the Agency representing the **PARTY OF THE FIRST PART** shall be responsible and liable to the fullest extent to any violation of the Provisions of the Administrative Order No. 5-A series 1996. Likewise, the **PARTY OF THE SECOND PART** shall strictly comply with the Provisions of the above Administrative Order, and any violation thereof, shall be a legitimate ground for the cancellation of the Contract.
2. The **SECOND PARTY** shall pay the **FIRST PARTY** the utility and affiliation fee, the amount of which will depend on the number of hours the student affiliates will render.
3. The provisions of the school's manual, policies, advisories, declarations, instructions, and other applicable declarations of the **PARTY OF THE SECOND PART** shall have a suppletory application of this Contract;
4. The term of this contract shall be from January 2023 to January 2025.

IN WITNESS WHEREOF, the parties hereto have this contract in the **PROVINCE OF** _____, Philippines, day of _____.

RODERICK B. TAMBUYAT, MD
Medical Director
Party of the First Part

JOHN OCTAVIOUS S. PALINA, Ph. D
University President
Party of the Second Part

Witness:

RON MARQ S. GO, RN
Chief Nurse

ARLENE L. TABAQUERO, Ph. D
Dean, School of Health and Natural
Sciences

ELERY MICHELLE C. QUIBEN, RN, MSN
Program Dean, Nursing

SHERYLOU A. BENIG, RN, Ph. D
Clinical Coordinator

CLERKED
OFFICE OF THE CLERK
DATE: **FEB 15 2023**

ACKNOWLEDGEMENT

Republic of the Philippines
Municipality/ City of _____
Province of _____

Before me, this _____ day of _____, 2023 Notary Public in and for the Province of Nueva Vizcaya, Philippines personally appeared **DR. JOHN OCTAVIOUS S. PALINA**, with SSS No. 01-0877488-5 _____ and **DR. RODERICK B. TAMBUYAT**, with PRC No. 83584 issued on _____ to me to be the same in their free set and voluntary deed.

This instrument consisting of two (2) pages, including this page on which this acknowledgement is written, is signed on each and every page thereof by the parties and their witnesses and sealed with my Notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Document No. 167
Page No. 35
Book No. 111
Series of 2023

ATTY. ARIEL IAN M. MADDELA
Notary Public
Valid Until December 31, 2023
Notarial Commission No. 13-21
PTR No. 2705776; 12-27-2022
IBP LIFETIME No. 19553
ROLL No. 64695; 05-04-2007
Banyambong, Nueva Vizcaya

CONTRACT OF AFFILIATION

KNOW ALL MEN BY THESE PRESENTS

This **CONTRACT OF AFFILIATION** made and entered in the Province of Nueva Vizcaya, Philippines, this ____ day of ____, 2023 by and between:

NUEVA VIZCAYA PROVINCIAL HOSPITAL with office address at Bambang, Nueva Vizcaya a duly authorized primary care capable hospital, represented by the Governor **HON. ATTY. JOSE "JING" V. GAMBITO**, herein referred as "First Party";

SAINT MARY'S UNIVERSITY OF BAYOMBONG with principal office address at **Bayombong, Nueva Vizcaya**, an educational institution duly recognized by the Commission on Higher Education, represented herein by its president, **JOHN OCTAVIOUS S. PALINA, Ph.D.**, herein referred as "Second Party";

WITNESSETH

WHEREAS, **FIRST PARTY** is duly authorized teaching and training agency of the Department of Health, with diversified and integrated hospital services, providing a range of health and medical services, committed and continuing education, training and research complemented by highly qualified staff; and designated as a training hospital where medical and paramedical interns could be afforded the necessary training in the fulfillment of statutory requirements for the completion of their respective courses.

WHEREAS, the **SECOND PARTY** is desirous to avail the facilities of the **FIRST PARTY** for the training of the **NURSING STUDENTS**;

NOW THEREFORE, for and in consideration of the foregoing premises, both the first and second parties do hereby and mutually agree of the foregoing:

Section 1: Objectives of Affiliation

- a. The Affiliation agreement seeks to provide suitable mechanics by which assignment, training and rotation of Nursing students from the **PARTY** of the **SECOND PART** to the **PARTY OF THE FIRST PART** be rationally effected.
- b. To help in the education, training and development of the Nursing students.
- c. To provide working and functional system of coordination whereby Nursing students can be taught and trained in the following areas:
NCM107/NCM109/NCM112/NCM116/NCM 118/ NCM119/NCM122.

Section 2. Obligation of the First Party:

- a. Actual provision, guidance and training of Nursing students assigned.
- b. Provide the maximum opportunity for the students to gain necessary experience and training in all areas.
- c. Permit the attendance and/or participation of students in all clinical conferences, symposia, seminars, and other specific activities in the professional program of the hospital.

CLEARED

OFFICE OF THE LEGAL COUNSEL
Saint Mary's University

DATE: NOV 08 2023

- d. Agree that nursing students will render a maximum of 24 hours a week duty per semester.
- e. The training officer reserves the right to terminate the affiliation of any Nursing students who fails or refuses to comply with the regulation of the hospital, or engages in activities detrimental to the health, safety and welfare of its patients and personnel;
- f. Follow the hospital Covid-19 protocols.

Section 3. Obligation of the Second Party:

- a. Submit to the hospital certified Nursing students who would undergo training.
- b. Coordinate with the Training Office/ Training Coordinator regarding the rotation of assignments, training and discipline of Nursing students and other matters;
- c. Ensure the compliance of all Nursing students.

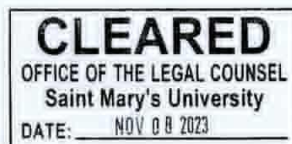
MISCELLANEOUS PROVISIONS

- a. The FIRST PARTY shall not be liable for any liability or damages due to fault or negligence of the students;
- b. The SECOND PARTY shall replace with the same brand and quality or pay in cash the value of the property or any damage, breakage or property of this hospital due to the fault or negligence of the students for the first party.
- c. Nothing in this contract will be interpreted and will be considered and never to mean that there is an employer- employee relationship between the FIRST PARTY and the SECOND PARTY and/or its students.
- d. When there are official school function and seminars, the Nursing students are to be excused from their hospital duties with no make-up duties for a maximum of three days per activity.

DATA PRIVACY. All information whether personal or sensitive that will come to the knowledge of the parties, its employees, personnel, and staff as a result of this Agreement or by any other means shall be deemed confidential and shall be observed and protected at all times in accordance with Data Privacy Act. All these matters are classified as confidential in nature and proprietary to NVPH and the students hereby cannot, appropriate to his/her own, use, copy or transfer and undertake to prevent transfer of such information by any means to any party outside of NVPH without the knowledge and written consent of NVPH, the client or patient, or by order of the court. Any personal and/or sensitive personal information breach shall be communicated immediately to NVPH for appropriate action within 48 hours from knowledge or occurrence of the breach. Each party, its employees, personnel, and staff understand that any breach or violation of any provision of the Data Privacy Act, shall make him/her liable criminally, administratively, and civilly. Each student shall be required to sign a confidentiality undertaking which shall form part of this agreement.

EFFECTIVITY AND DURATION OF AGREEMENT

Section 1: This agreement shall take effect upon approval by both parties and shall be binding for a period of two (2) year. The term of contract is from November __, 2023- November __, 2025.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S

) SS

BEFORE ME, a notary public for and in the above jurisdiction this FEB 22 2024
personally appeared the following:

Name Competent Evidence of Identity Date/place of issue

JOHN OCTAVIOUS S. PALINA SSS No. 01-0877488-5

ATTY. JOSE "JING" V. GAMBITO

both known to me be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free voluntary act and deed and that of the entities they respectively represent in this instance.

This instrument consisting of ____pages, including this page on which this acknowledgement is written, is signed on each and every page thereof by the parties and their witnesses and sealed with my Notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Document No. 405
Page No. 82
Book No. X
Series of 2024

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ATTY. ADRIANNE MARIE P. DUMMANAO, CPA
Notary Public
#98 National Road, District IV, Bayombong, Nueva Vizcaya
Not. Com. No. 08-23, until December 31, 2025
Roll Number: 75174, 07/22/2020
IBP No. 328295, 12/14/2023, (for 2024)
PTR No. 2817166, 11/24/2023, (for 2024) NV
MCLE Com. No. VII-0011411

In WITNESS WHEREOF, the parties hereto signed this contract in _____, Philippines, this _____ day of _____.

ATTY. JOSE "Jing" V. GAMBITO
Governor, Nueva Vizcaya

JOHN OCTAVIOUS S. PALINA, Ph.D
University President
Saint Mary's University of Bayombong

FIRST PARTY

SECOND PARTY

SIGNED IN THE PRESENCE OF:

ARLENE I. JARA, MD, MMHA, DPBR
Chief of Hospital
Nueva Provincial Hospital

MARGIENETTE D. SALAMANCA, RN, MAN
Acting Chief Nurse

JOMAN J. BALITON, RN, Ph.D
Dean - School of Health and Natural Sciences,

SHERYLOU A. BENIG, RN, Ph.D
Department Head- Nursing Department

ELERY MICHELLE C. QUIBEN, RN, MSN
Clinical Coordinator

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This agreement as Base Hospital, made and entered into the **Province of Nueva Vizcaya, Philippines** this ___ day of _____ by and between:

SAINT MARY'S UNIVERSITY OF BAYOMBONG

with principal office address at **Bayombong, Nueva Vizcaya**, an educational institution duly recognized by the Commission on Higher Education, represented herein by its President, **JOHN OCTAVIOUS S. PALINA, Ph. D.**, and by the Dean of the School of Health and Natural Sciences, **ARLENE L. TABAQUERO, Ph. D.**, hereinafter referred to as the "FIRST PARTY".

-and-

REGION II TRAUMA and MEDICAL CENTER

a duly authorized teaching and training institution by the Department of Health existing under and by virtue of the laws of the Republic of the Philippines with office address at Magsaysay, Bayombong Nueva Vizcaya, represented herein by **RAY P. SUANDING, MD, MHA, FPCC, FPCCP** in his capacity as Medical Center Chief II., hereafter referred as "SECOND PARTY"

WITNESSETH

WHEREAS, **FIRST PARTY**, a private educational institution, seeks to upgrade the quality of its educational programs, particularly the School of Medical Sciences, through affiliation with other medical teaching centers;

WHEREAS, the **SECOND PARTY** has met all the requirements of a Base Hospital of a nursing program as provided under CHED Memorandum Order No. 15, Series of 2017 entitled: "*Policies, Standards, and Guidelines for the Bachelor of Science in Nursing (BSN) Program*" being an accredited tertiary care-capable hospital of 500 bed capacity with an Annual Occupancy Rate (AOR) of 80%, accessible and located within the region where the Nursing School is located;

WHEREAS, the **FIRST PARTY** proposes to the **SECOND PARTY** the execution of a Memorandum of Agreement wherein the SECOND PARTY shall be utilized by the FIRST PARTY as Base Hospital for its nursing and midwifery students;

WHEREAS, the **SECOND PARTY** agrees to this proposal of the **FIRST PARTY** subject to its policies, procedures and guidelines governing affiliation and training of students in the Department and Other Health Agencies, and the provisions in the CHED-DOH JMC No 2021-001 entitled: "Guidelines in the Gradual Reopening of Campuses of Higher Education Institutions for Limited Face-to-Face Classes during the Covid-19 Pandemic", Annex "J".

CLERKED
OFFICE OF THE LEGAL COUNSEL
DATE: MAR 24 2023

Section 2. Obligation of the Second Party:

- a. To make available its staff and facilities in the training of the Nursing students of the FIRST PARTY;
- b. To determine the Clinical areas and other assignments of the FIRST PARTY'S students during the course of their training, this shall include the duration of the training in each clinical section. This shall also include proper decorum and their working relationships with all the personnel of the institution.

ARTICLE II - COMMON PROVISIONS

SECTION 1: The FIRST PARTY shall notify the SECOND PARTY through written communication, a day prior, any scheduled official school activities of their Students-Affiliates or in case of emergency situation and shall be subject to approval of the SECOND PARTY and/ or agreement of BOTH PARTIES, if the absence to be incurred will be excused for school activities, no make-up duties for a maximum of three days per activity, for excused absence to render 1:1, for unexcused absence, the Nursing student shall be guided by their school policy with regards to their make-up duty hours.

SECTION 2: The SECOND PARTY reserves the right to dismiss, any student of the FIRST PARTY for any violation of the rules and regulations of the hospital or this MOA and shall be made known to the FIRST PARTY'S students, and other similar cases in the course of their stay with the FIRST PARTY. FURTHER, the SECOND PARTY reserves the right to suspend and/or revoke this MOA after observance of due process should the continued implementation will pose danger to the student's intern, the patient, or the employees and staff, including in times of fortuitous events, natural or manmade calamities or pandemics.

SECTION 3: The period of each of the FIRST PARTY'S students shall be as follows

For nursing students: BSN 2-____, BSN 3-____ and BSN 4-____ for one semester.

For Midwifery students: _____

For the purposes of duties for the completion of required number of cases, the student affiliates shall pay the required fees applying the usual accounting and payment process.

SECTION 4: The FIRST PARTY will settle the following fees prior to the scheduled rotation:

- Administrative Fee of Ten Thousand Pesos only (Php 10,000.00) for each contract renewal
- Affiliation Fee of sixty pesos only (Php 60.00) / per student/ per eight (8) hours.
- Utilization Fee of Six Hundred pesos only (Php 600.00) for each rotation.

Non- payment of affiliation fees beyond the specified date of payment shall be a ground for cancellation/ revocation/ non-renewal of affiliation/ base hospital contract.

SECTION 5: In the event of any damage to the facilities/ equipment or of any losses suffered by the SECOND PARTY resulting from or arising out the willful or negligence of the student trainees herein referred to, the FIRST PARTY shall be responsible for the replacement or

RELEASED
OFFICE OF THE LEGAL COUNSEL
DATE: MAR 24 2023

payment of the cost of the said equipment without prejudice to the FIRST PARTY's rights to reimbursement from the said student trainees who shall be personally held accountable and liable thereof.

SECTION 6: That this Contract of Agreement may be terminated by either or both parties on lawful and reasonable grounds, provided that a written notice, THIRTY (30) DAYS before the supposed termination, shall have been sent to the other party.

SECTION 7: DATA PRIVACY. All information whether personal or sensitive that will come to the knowledge of the parties, its employees, personnel, and staff as a result of this Agreement or by any other means shall be deemed confidential and shall be observed and protected at all times in accordance with Data Privacy Act. All of these matters are classified as confidential in nature and proprietary to RIITMC and the Intern hereby cannot, appropriate to his/her own, use, copy or transfer and undertake to prevent transfer of such information by any means to any party outside of RIITMC without the knowledge and written consent of RIITMC, the client or patient, or by order of the court. Any personal and/or sensitive personal information breach shall be communicated immediately to RIITMC for appropriate action within 48 hours from knowledge or occurrence of the breach. Each party, its employees, personnel and staffs understand that any breach or violations of any provisions of the Data Privacy Act, shall make him/her liable criminally, administratively, and civilly. Each intern shall be required to sign a confidentiality undertaking which shall form part of this agreement.

SECTION 9: NO EMPLOYER-EMPLOYEE RELATIONSHIP. Nothing in this contract will be interpreted and will be considered and never to mean that there is an employer-employee relationship between referral hospital and its employees and the Service Provider and its employees based on this agreement;

ARTICLE IV - EFFECTIVITY, DURATION, AND SEPARABILITY OF AGREEMENT

SECTION 1: This agreement shall take effect upon approval by both parties and shall be binding for a period of one (1) year. If any provision of this Agreement is held invalid or unlawful, the other provisions not affected hereby shall remain valid and subsisting.

ARTICLE V - *Dispute Resolution, Governing Law, and Venue of Actions*

SECTION 1. 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 Province of Nueva Vizcaya to the exclusion of all other courts or tribunals.

CLEARED
OFFICE OF THE LEGAL COUNSEL
DATE: MAR 24 2023

ARTICLE VI - WAIVER FROM LIABILITY

The **FIRST PARTY** together with its students-affiliates and parents shall render the **SECOND PARTY** harmless and free from any claim or liability for any accidents, injury, death or other similar occurrence upon students-affiliates during the period of their training, arising out of or resulting from or in connection with their own negligence.

In WITNESS WHEREOF, the parties hereto signed this contract in _____, Philippines, this _____ day of _____.

RAY P. SUANDING, MD, MHA, FPCP, FPCCP
Medical Center Chief II
Region II Trauma Medical Center

SECOND PARTY

JOHN OCTAVIOUS S. PALINA, Ph.D.
President
Saint Mary's University of Bayombong

FIRST PARTY

SIGNED IN THE PRESENCE OF:

RODRIGO R. FERNANDEZ JR., MD, MBA, MPA
Chief Training Officer

ROSEMARIE C. BICAD, RN, MSN, MAN
Chief Nurse

MA. LUISA D. GOMEZ, RN, MAN
Nursing Training Officer

ARLENE L. TABAQUERO, Ph.D
Dean - School of Health and Natural
Sciences, Saint Mary's University of
Bayombong

ELERY MICHELLE C. CRISOSTOMO, RN, MSN
Program Dean, Nursing Department

SHERYLÓU A. BENIG, RN, Ph. D.
Clinical Coordinator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S

) SS

BEFORE ME, a notary public for and in the above jurisdiction this _____
personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/place of issue</u>
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JOHN OCTAVIOUS S. PALINA	SSS No. 01-0877488-5	
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RAY P. SUANDING

both known to me be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free voluntary act and deed and that of the entities they respectively represent in this instance.

This instrument consisting of Seven(7) pages, including this page on which this acknowledgement is written, is signed on each and every page thereof by the parties and their witnesses and sealed with my Notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Document No. 64
Page No. 14
Book No. Xxviii
Series of 2023

ATTY. ARIEL IAN M. MADDELA
Notary Public
Valid Until December 31, 2023
Notarial Commission No. 19-21
PTR No. 2706776; 12-27-2022
IBP LIFETIME No. 19853
ROLL No. 64895; 06-04-2007
Bayombong, Nueva Vizcaya

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S

) SS

BEFORE ME, a notary public for and in the above jurisdiction this _____
personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/place of issue</u>
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JOHN OCTAVIOUS S. PALINA	SSS No. 01-0877488-5	
--------------------------	----------------------	--

RAY P. SUANDING

both known to me be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free voluntary act and deed and that of the entities they respectively represent in this instance.

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Bayombong, Nueva Vizcaya

OFFICE OF THE SANGGUNIANG BAYAN

Bambang, Nueva Vizcaya

Email Add: bambang.sbo7160@gmail.com FB: Sangguniang Bayan Bambang



EXCERPTS FROM THE MINUTES OF THE SPECIAL SESSION OF THE SANGGUNIANG BAYAN OF BAMBANG, NUEVA VIZCAYA HELD ON SEPTEMBER 25, 2023 AT 9:30 IN THE MORNING AT THE SB SESSION HALL.

PRESENT:

HON. ARNEL G. DULDULAO, CE, *Municipal Vice Mayor/Pres. Officer*
HON. ALEXANDER D. CALULOT, JR, *Sangguniang Bayan Member*
HON. MARK JOEL P. BALGOS, LLB *Sangguniang Bayan Member*
HON. ARNEL G. MAGDIRILA, MD, MPH, *Sangguniang Bayan Member*
HON. AIRA MAE S. VILORIA, *Sangguniang Bayan Member*
HON. LEONCIO P. ALLAS, *Sangguniang Bayan Member*
HON. GEORGE F. ATABAY, *Sangguniang Bayan Member*
HON. FREDDIE S. RAMEL, *Sangguniang Bayan Member*
HON. ALEJANDRO C. PAMITIAN, JR, *Sangguniang Bayan Member*
HON. RONNIE G. RIVERA, *Liga ng mga Barangay President*
HON. JEANNE ALEXANDRA M. FELIPE, *Municipal SK Fed. President*
HON. ALBERT G. BANGUNAN, *IPM Representative*

ABSENT: NONE

RESOLUTION NO. 126 SERIES OF 2023

A RESOLUTION AUTHORIZING HONORABLE MAYOR BENJAMIN LL. CUARESMA, III FOR AND IN BEHALF OF THE MUNICIPAL GOVERNMENT OF BAMBANG, NUEVA VIZCAYA TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH SAINT MARY'S UNIVERSITY, BAYOMBONG, NUEVA VIZCAYA FOR THE AFFILIATION AND TRAINING OF BACHELOR OF SCIENCE IN NURSING STUDENTS PURSUANT TO ADMINISTRATIVE ORDER NO. 5-A SERIES OF 1996

Sponsors: HON. ALEXANDER D. CALULOT, JR
HON. ARNEL G. MAGDIRILA, MD, MPH

WHEREAS, endorsed to this sanggunian for legislative action by the Honorable Mayor Benjamin Ll. Cuaresma, III is the request for authorization in behalf of the Municipality of Bambang to enter into a Memorandum of Agreement with Saint Mary's University for the affiliation and training of BS Nursing;

WHEREAS, Section 22 (c) of the Republic Act 7160 provides that: "Unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned";

WHEREAS, Hon. Benjamin Ll. Cuaresma, III is the duly elected Municipal Mayor of Bambang, Nueva Vizcaya and is the official representative of this Local Government Unit;

HON. ARNEL G. DULDULAO, CE
Vice Mayor & Presiding Officer

HON. ALEXANDER D. CALULOT, JR
Sangguniang Bayan Member

HON. MARK JOEL P. BALGOS, LLB
Sangguniang Bayan Member

HON. ARNEL G. MAGDIRILA, MD, MPH
Sangguniang Bayan Member

HON. AIRA MAE S. VILORIA
Sangguniang Bayan Member

HON. LEONCIO P. ALLAS
Sangguniang Bayan Member

HON. GEORGE F. ATABAY
Sangguniang Bayan Member

HON. FREDDIE S. RAMEL
Sangguniang Bayan Member

HON. ALEJANDRO C. PAMITIAN, JR
Sangguniang Bayan Member

HON. RONNIE G. RIVERA, DMD
Liga ng mga Barangay President

HON. JEANNE ALEXANDRA M. FELIPE
Mun. SK Federation President

HON. ALBERT G. BANGUNAN
IPM Representative

REYNOLD G. CABRAL
Secretary to the Sanggunian

OFFICE OF THE SANGGUNIANG BAYAN

Bambang, Nueva Vizcaya

Email Add: bambang.sbo7160@gmail.com FB: Sangguniang Bayan Bambang



HON. ARNEL G. DULDULAO, CE
Vice Mayor & Presiding Officer

HON. ALEXANDER D. CALULOT, JR.
Sangguniang Bayan Member

HON. MARK JOEL A. BALBUS, CLB
Sangguniang Bayan Member

HON. ARNEL G. MANDIRILA, MD, MPH
Sangguniang Bayan Member

HON. ARA MAE S. VILORIA
Sangguniang Bayan Member

HON. LEONCIO P. ALLAS
Sangguniang Bayan Member

HON. GEORGE F. ATABAY
Sangguniang Bayan Member

HON. RAFAEL S. RAMEL
Sangguniang Bayan Member

HON. ALEJANDRO C. PAMITTAN, JR.
Sangguniang Bayan Member

HON. RONNIE G. RIVERA, DMO
Liga ng mga Barangay President

HON. JENNIE ALEXANDRA M. FELIPE
Mun. SK Telephon President

HON. ALBERT G. BANGUNAN
IPM Representative

REGGIE G. CABARAL
Secretary to the Sanggunian

WHEREAS, John Octavious S. Palina, PhD is the official representative of Saint Mary's University an institution duly recognized by the Commission on Higher Education and existing under Philippine laws with business address at Don Mariano Marcos, Bayombong, Nueva Vizcaya;

WHEREAS, both parties shall strictly comply with the provisions of Administrative Order No. 5-A series 1996 which provides the revised policies, procedures and guidelines governing affiliation and training of students in the Department of Health (DOH) hospitals and other government facilities;

WHEREAS, after study and deliberation, this body finds the provisions of the subject draft Memorandum of Agreement in order, except for the following observations/recommendations;

1. To explicitly stipulate that one (1) clinical instructor is tasked to supervise every ten (10) students to be deployed in various barangays of the Municipality of Bambang; and
2. Under Provision Number 5, it must specify that the affiliation fee shall be paid by the school institution to the Municipal Treasury.

WHEREAS, the Municipality cannot discount the invaluable role of these nursing students in supporting and supplementing the undermanned Rural Health Unit in the delivery of basic medical services to our constituents in remote barangays;

NOW, THEREFORE, on motion of Hon. Alexander D. Calulot, Jr., unanimously seconded, be it-

RESOLVED, that this body authorizes, as it is hereby authorizing Honorable Mayor Benjamin LL. Cuaresma, III for and in behalf of the Municipality of Bambang, Nueva Vizcaya to enter into a Memorandum of Agreement with Saint Mary's University for the affiliation and training of BS Nursing;

RESOLVED, FURTHER, that this Resolution be forwarded to Hon. Benjamin LL. Cuaresma, III and Ms. Karen Gay U. Del Rosario, MHRMO, both of this Municipality; John Octavious S. Palina, PhD, President Saint Mary's University, Bayombong, this Province for their information.

CARRIED UNANIMOUSLY.

WE HEREBY CERTIFY to the correctness of the foregoing resolution.

ENGR. ARNEL G. DULDULAO
Municipal Vice Mayor & Presiding Officer

ATTESTED BY:

REGGIE G. CABARAL
Secretary to the Sanggunian

CONTRACT OF AFFILIATION

Known All Men By These Presents:

This **CONTRACT OF AFFILIATION** made and entered into the Province of Nueva Vizcaya Philippines, this 24 day of SEP, 2023 by and between:

LOCAL GOVERNMENT UNIT OF BAMBANG (RURAL HEALTH UNIT), with office address at *Bambang, Nueva Vizcaya*, represented by **MAYOR BENJAMIN LLOREN CUARESMA III**

SAINT MARYS UNIVERSITY OF BAYOMBONG, an educational institution duly recognized and existing under Philippine Laws with business address at Don Mariano Marcos, Bayombong, Nueva Vizcaya, a higher education institution duly recognized in the Commission on Higher Education represented by **JOHN OCTAVIOUS S. PALINA, Ph.D.**:

WITNESSETH

1. That the **LOCAL GOVERNMENT UNIT OF BAMBANG (RURAL HEALTH UNIT)** agrees and allows the affiliation and training of BS Nursing students of **SAINT MARY'S UNIVERSITY**, subject to the policies, procedures, and guidelines governing affiliation and training of the students in the Rural Health Unit.
2. Both parties shall be fully responsible and liable of violation of the Provision in the Administrative Order No. 5-A, series of 1996.
3. Both parties shall strictly comply with the provision of the above Administrative Order and any violation thereof shall be legitimate ground for cancellation of the Contract of Agreement.
4. Any violation of the regulations & policies of the hospital/ agency by the student affiliates shall be the responsibility of Saint Mary's University and shall be legitimate ground for the cancellation of the Contract of Agreement.
5. The Local Government of Bambang will collect a training fee or affiliation fee from the student affiliates depending on the hours rendered based on the Administrative Order No. 5-A, series of 1996.
6. A clinical instructor is present to supervise the students in the area of deployment.
7. Both parties shall strictly comply to the provisions of the Data Privacy Act & Safe Spaces Act.
8. The term of this contract shall be from September 2023 to September 2025.

IN WITNESS WHEREOF, the parties hereto have this contract in the **PROVINCE OF NUEVA VIZCAYA**, Philippines this 24 day of SEP, 2023.

HON. BENJAMIN LLOREN CUARESMA III
Municipal Mayor
Bambang, Nueva Vizcaya

DR. LIEZEL R. SAGUN
OIC- Municipal Health Officer

JOHN OCTAVIOUS S. PALINA, Ph.D.
University President
Saint Mary's University

JOMANT BALITON, RN, Ph.D.
Academic Dean

CLEANED
OFFICE OF THE LEGAL COUNSEL
Saint Mary's University
DATE: SEP 29 2023

ACKNOWLEDGEMENT

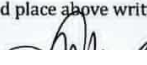
Republic of the Philippines
Municipality/ City of Bayombong
Province of NUOVA VIZCAYA

Before me, this OCT 24 2023 day of _____, 2023 Notary Public in and for the Province of Nueva Vizcaya, Philippines personally appeared **DR. JOHN OCTAVIOUS S. PALINA**, with SSS No. 01-0877488-5 _____ and **HON. BENJAMIN LLOREN CUARESMA III**, with _____ No. _____ issued on _____ to me to be the same in their free set and voluntary deed.

This instrument consisting of two (2) pages, including this page on which this acknowledgement is written, is signed on each and every page thereof by the parties and their witnesses and sealed with my Notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

Document No. 43
Page No. 10
Book No. 1
Series of 2023


CARLO ARTURO M. ALEJANDRO
NOTARY PUBLIC
Commission No. 31-22 valid until 31 Dec 2024
Bayombong, Nueva Vizcaya
Roll of Attorneys No. 84429; 02 May 2023
IBP O.R. No. 343729; 11 May 23
PTR No. 2771892; 08 Jun 23



Republic of the Philippines
PROVINCE OF NUEVA VIZCAYA
Municipality of Bayombong
-000-



SANGGUNIANG PANLALAWIGAN

December 15, 2023


DR. JOHN OCTAVIOUS S. PALINA
President
Saint Mary's University
Bayombong, Nueva Vizcaya

Sir:

Herewith respectfully transmitted is a copy of **Resolution No. 2023-4849** of the Sangguniang Panlalawigan of Nueva Vizcaya, for

- (x) the purpose therein stated
- () information and reference
- () appropriate action

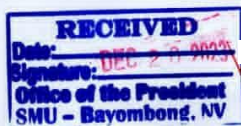
Very truly yours,


LORNA/P. GARCIA
Local Legislative Staff Officer III/
OIC-Office of the Secretary to the Sanggunian

Cyn

For Dean Jom an

12/20/23





Republic of the Philippines
PROVINCE OF NUEVA VIZCAYA
Municipality of Bayombong



-oOo-

SANGGUNIANG PANLALAWIGAN

Excerpt from the Journal of the 62nd Regular Session of the 11th Sangguniang Panlalawigan of Nueva Vizcaya held at the Sangguniang Panlalawigan Session Hall, Capitol Compound, Bayombong, Nueva Vizcaya, on Monday, December 11, 2023, from 10:00 a.m. to 4:59 p.m.

PRESENT:

HON. EUFEMIA ANG DACAYO	Vice Governor and Presiding Officer
HON. ELMA PINAO-AN LEJAO	Presiding Officer Pro Tempore
HON. PATRICIO F. DURLAO, JR.	Floor Leader
HON. EUNICE GALIMA-GAMBOL	Assistant Floor Leader
HON. PRIMO PERCIVAL J. MARCOS	SP Member
HON. ROLAND M. CARUB, J.D.	SP Member
HON. JOSE D. TOMAS, SR.	SP Member
HON. EDGARDO C. BALGOS	SP Member
HON. FLORANTE S. GERDAN	SP Member
HON. DELBERT D. TIDANG	SP Member
HON. PABLO P. KINDOT	SP Member
HON. BYRON C. SEVILLANA	Pres., PCL, Nueva Vizcaya Chapter
HON. NICKSON C. MILLO	Pres., SK Provincial Federation
HON. SAMUEL G. BALINHAWANG	Indigenous Peoples Mandatory Representative

ABSENT: None

X-----X

RESOLUTION NO. 2023-4849

A RESOLUTION AUTHORIZING THE HONORABLE JOSE V. GAMBITO, GOVERNOR, THIS PROVINCE, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA), IN BEHALF OF THE PLGU-NUEVA VIZCAYA, WITH THE SAINT MARY'S UNIVERSITY RELATIVE TO THE CONTRACT OF AFFILIATION FOR NURSING STUDENTS AT THE NUEVA VIZCAYA PROVINCIAL HOSPITAL

WHEREAS, endorsed to this Body for legislative action by the Honorable Jose V. Gambito, this Province, is the request for an authority for the Governor to enter into a Memorandum of Agreement (MOA), in behalf of the PLGU-Nueva Vizcaya, with the Saint Mary's University (SMU) relative to the Contract of Affiliation for Nursing Students at the Nueva Vizcaya Provincial Hospital, Bambang;

WHEREAS, the contract will pave the way for students to be further equipped with adequate working knowledge in the actual hospital environ which will prepare them to become efficient and effective in their chosen field of profession;

WHEREAS, the Affiliation fee is already covered by the guidelines set by the Department of Health with regard to Local Government Units and clinics that are facilities as an affiliating hospital;

WHEREAS, the contract has a laudable objective of providing opportunity for the students of Saint Mary's University to be trained at the province's premiere health institution, the Nueva Vizcaya Provincial Hospital (NVPH);



WHEREAS, the legal opinion of the Provincial Legal Office states that the contents of the contract are in order and not contrary to law, morals, good customs, public order or public policy;

WHEREAS, the grant of such authority is anchored on Sections 22(c) and 465(b)(1)(vi) of the Local Government Code of 1991;

NOW, THEREFORE, on motion of Hon. Patricio F. Dumlao, Jr., jointly seconded by Hon. Delbert D. Tidang, Hon. Florante S. Gerdan and Hon. Roland M. Carub, be it, -

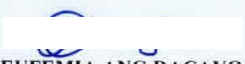
RESOLVED, that this Body authorizes, as it is hereby authorizing, the Honorable Jose V. Gambito, Governor, this Province, to enter into and sign a Memorandum of Agreement (MOA), in behalf of the PLGU-Nueva Vizcaya, with the Saint Mary's University relative to the Contract of Affiliation for Nursing Students at the Nueva Vizcaya Provincial Hospital;

RESOLVED, FURTHER, that this Resolution be forwarded to the Honorable Jose V. Gambito, Governor, this Province, and Fr. John Octavious S. Palina, University President, Saint Mary's University, Bayombong, Nueva Vizcaya, for their information and guidance; Dr. Arlene I. Jara, Chief of Hospital, NVPH, Almaguer North, Bambang, Nueva Vizcaya, Atty. Voltaire B. Garcia, Provincial Legal Officer, and Mr. Jovito O. Celestino, OIC-Office of the Provincial Administrator, this Local Government Unit, for their information.


CARRIED.

Sponsor: Hon. Patricio F. Dumlao, Jr.

I CERTIFY to the correctness of the foregoing Resolution.


EUFEMIA ANG DACAYO
Vice Governor and Presiding Officer

ATTESTED:


MOISES DOMINICK G. RUAM, JR.
Secretary to the Sanggunian

Emagpac

CONTRACT OF AFFILIATION

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in _____, this _____ by and between:

The **NATIONAL CENTER FOR MENTAL HEALTH** with office address at Nueve de Febrero Street, Mandaluyong City, a duly authorized teaching and training agency of the Department of Health, represented by its Medical Center Chief II, **NOEL V REYES, MD, FPPA, MMHoA**, and hereinafter referred to as the **CENTER**;

-and-

The **SAINT MARY'S UNIVERSITY OF BAYOMBONG**, School of Health and Natural Sciences, with business and postal address at Bayombong, Nueva Vizcaya, a duly recognized educational institution by the Commission on Higher Education, hereinafter referred to as the **COLLEGE**, represented by **JOHN OCTAVIOUS S. PALINA, Ph. D**, President, Filipino, of legal age and with office address at Solano, Nueva Vizcaya;

WITNESSETH:

WHEREAS, the **UNIVERSITY** has manifested its intention to affiliate its students with the **CENTER**, and the latter agrees and allows the affiliation and training of **NURSING** students, subject to existing **DOH Policies, Procedures & Guidelines** governing Affiliation and Training of Students in the Department of Health/Rural Health Units and other Health Agencies, which the **COLLEGE** commits to strictly comply with;

NOW THEREFORE, the parties hereby agree to stipulate as follows:

1. Depending on the number of affiliates sent to the **CENTER** for each training period, the **UNIVERSITY** shall, **before the start of each training period, pay in full** the corresponding affiliation and users fee;
 - a. The **UNIVERSITY** shall by virtue of this contract, adhere to the **CENTER'S** policy of "**NO PAYMENT OF AFFILIATION/USERS FEES, NO TRAINING/AFFILIATION OF STUDENTS**;
 - b. In case of deficient payment of the foregoing fees, the same shall constitute a good ground for the **CENTER** to withhold the issuance of Training Certificates/grades of the affiliating students, until such time that the fees are settled by the **UNIVERSITY**;
2. Affiliating students must wear their prescribed school uniform during their rotation/training with the **CENTER**;
3. The **UNIVERSITY** is strictly enjoined to observe the zero waste management program of the **CENTER**;
4. It is understood that the **CENTER** shall not be liable for any injury or damages that may be sustained or caused by the affiliating students during the training period;
5. The **UNIVERSITY** hereby obliges itself to strictly comply with the provisions of this Contract including the existing **DOH Policies, Procedures & Guidelines** governing the Affiliation and Training of Students in the Department of Health/Rural Health Units and other Health Agencies, and such other rules and regulations that the Department of Health and the **CENTER** may issue from time to time.

CLERK OF THE LEGAL COUNSEL
MAY 4 2023

ELERY MICHIELLE C. QUIBEN, RN, MSN
Dean College

JOHN OCTAVIOUS S. PALINA
President

PUBLIO B. PLOTENA III, RN, MAN MMHoA
Chief, Nursing Service


NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II

Any violation thereof shall constitute sufficient ground for the immediate cancellation of this Contract, and the CENTER shall after notice to the COLLEGE cease from further accepting training/affiliating students from the latter.

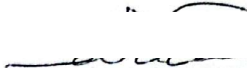
6. The term of this contract is from MAY 2023- MAY 2025

IN WITNESS WHEREOF, we have hereunto set our hands this JUN 23 2023 at BAYOMBONG, NUEVA VIZCAYA

NATIONAL CENTER FOR MENTAL HEALTH:
By:



NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II
NCMH ID No.: 10566

SAINT MARY'S UNIVERSITY
By:


JOHN OCTAVIOUS S. PALINA, Ph. D
President
SMU ID No: 1438

SIGNED IN THE PRESENCE OF:


PUBLIO B. PLOTENA III, RN, MAN, MMHoA
Nurse VII
Chief, Nursing Service
NCMH ID No: 40067


ELERY MICHELLE C. QUIBEN, RN, MSN
Department Head as Program Dean
SMU ID No: 1916

ACKNOWLEDGMENT

Republic of the Philippines)
BAYOMBONG, NUEVA VIZCAYA S.S.

BEFORE ME, this JUN 23 2023 BAYOMBONG, NUEVA VIZCAYA, personally appeared the above-named persons and exhibited to me the above-indicated government issued identification cards as competent proof of their authority, all known to me to be the same persons who executed the foregoing Contract of Affiliation, including this acknowledgment page hereof, and acknowledged to me that the same is their free voluntary act and deed,

Doc. No. 279
Page No. 57
Book No. XXVI
Series of 2028


Notary Public

ATTY. LURLINE JOY M. VALDEZ
Notary Public for Nueva Vizcaya
Notarial Commission No. 04-22 until December 31, 2024
Roll No. 68726; IBP No. 238201, 10-19-2022 (for 2023)
PTR No. MV-2703391, 11-24-22 (for 2023)
MCLE Compliance No. VII-0011859 valid until 04-14-25
District IV, National Highway Bayombong, Nueva Vizcaya

JOMAN, BALITON, PHD. JOHN OCTAVIOUS S. PALINA, PHD.

DEAN

PRESIDENT

SOLEDAD P. VELORIA, RN, Ed.D.
CHIEF NURSE (NURSE VII)

JOSE S. PUJALTE Jr. MD, MHA, CESE
MEDICAL CENTER CHIEF II

MEMORANDUM OF AGREEMENT OF AFFILIATING HOSPITAL

KNOWN ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT AS AFFILIATING HOSPITAL, made and entered into Quezon City, Philippines, this 30th day of April, 2024 by and between;

PHILIPPINE ORTHOPEDIC CENTER with office address, Ma. Clara Cor. Banawe Sts.,
(Name of DOH Hospital)

Quezon City, a duly authorized tertiary care-capable hospital, represented by JOSE S. PUJALTE Jr., MD, MHA, CESE herein referred to as **PARTY OF THE FIRST PART**;
(Hospital Chief/Director)

AND

SAINT MARY'S UNIVERSITY with office address at BAYOMBONG, NUEVA VIZCAYA,
(Name of School/College/University/Institution)

a duly registered educational institution by the **Securities and Exchange Commission (SEC)** and **Commission on Higher Education (CHED)** represented by JOHN OCTAVIOUS S. PALINA, PHD. herein referred to as the **PARTY OF THE SECOND PART**;
(President/Chairperson)

WITNESSETH

WHEREAS, the **PARTY OF THE FIRST PART** is a licensed tertiary care capable hospital of at least 100-beds capacity and 80% annual occupancy rate per month.

WHEREAS, the **PARTY OF THE SECOND PART**, is a tertiary level learning institution who accepts enrollees under the duly authorized and recognized Health Science and related programs of the Commission on Higher Education (CHED).

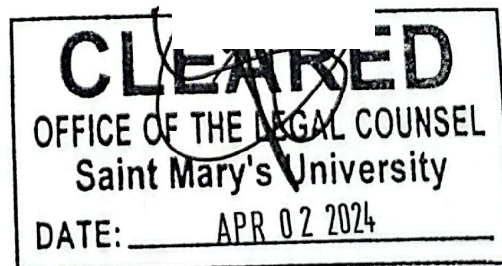
WHEREAS, there is an increasing demand for health professionals in the global market that led to a growing number of health science programs and health workers;

WHEREAS, health workers outflow contributed to the deterioration of health services and health sciences education;

WHEREAS, concerned agencies such as the Department of Health (DOH), Commission on Higher Education (CHED), Professional Regulation Commission (PRC) and other professional organizations are exerting concerted action to halt further deterioration in health service delivery and science education;

WHEREAS, quality health sciences education requires ample and appropriate opportunities for the health science students to acquire and/or enhance skills in the chosen discipline;

NTR-FR-001 REV.1



JOMAN, J. BALITON, PHD.

DEAN

JOHN OCTAVIOUS S. PALINA, PHD.

PRESIDENT

SOLEDAD P. VELORIA, RN, Ed.D.

CHIEF NURSE (NURSE VII)

JOSE S. PUJALTE JR. MD, MHA, CESE

MEDICAL CENTER CHIEF II

WHEREAS, there is a limited number of health facilities that can provide adequate and suitable learning opportunities for health science students;

WHEREAS, DOH facilities have been used for training affiliation and learning exposure of students pursuing health science courses to hone the knowledge, skills and behavior acquired at health science schools/ colleges/ universities;

WHEREAS, students in the process of learning are also actively contributing to the overall performance of DOH facilities to deliver health services;

WHEREAS, partnership between DOH and school/ college/ university will be mutually beneficial, i.e. use of DOH facilities as base hospital will contribute to enhance health service delivery and hospital development (DOH), and skilled health science students (school).

Now, therefore, premises considered, the parties mutually agree to the following:

1. The **PARTY OF THE SECOND PART** shall accept enrollees for subjects requiring hospital duties and/or internship for completion as prescribed by CHED's approved health science courses;

2. The **PARTY OF THE FIRST PART** shall be the AFFILIATING HOSPITAL for the **PARTY OF THE SECOND PART** and therefore agrees and allows the duly enrolled SAINT MARY'S UNIVERSITY students for their related learning experiences in the hospital subject to policies, procedures and guidelines for evaluation from the said **PARTY OF THE SECOND PART**, the Department of Health, Commission on Higher Education, Professional Regulation Commission Board of NURSING and other health units and agencies.
(Name of School/ College/ University/ Institution)
(Discipline, ex. Nursing, Medical Technology)

3. In consideration of the use of the facility as affiliating hospital, the **PARTY OF THE FIRST PART** may require commensurate institutional fee either monetary or its equivalent in kind that will contribute to the overall hospital development and effective provision of learning environment for the students.

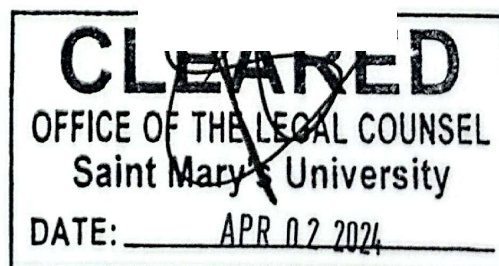
SECTION 1

COVENANT OF THE HOSPITAL

Witnesseth further, that the **PARTY OF THE SECOND PART** shall strictly comply with the provisions of this Memorandum of Agreement (MOA) and any violation thereof shall be a legitimate ground for cancellation of the MOA.

1. Philippine Orthopedic Center shall allow the students affiliates to use its designated training and/or learning facilities for related learning exposure.
2. Philippine Orthopedic Center shall determine the number of students based on standard ratios required by CHED.

NTR-FR-001 REV.1



JOSE S. PUJALTE JR. MD, MHA, CESE

MEDICAL CENTER CHIEF II

JOSE L. BALITON, PHD. JOHN OCTAVIO S. PALINA, PHD. SOLEDAD P. VELORIA, RN, Ed.D.

CHIEF NURSE (NURSE VII)

PRESIDENT

JOSE L. BALITON, PHD. JOHN OCTAVIO S. PALINA, PHD. SOLEDAD P. VELORIA, RN, Ed.D.

DEAN

3. Philippine Orthopedic Center shall, together with the School/ College/ University/ Institution determine the area of rotation of the students wherein the judgment of the Philippine Orthopedic Center the students can be trained effectively.
4. Philippine Orthopedic Center shall provide conference and/or training room for use of students during the didactic phase and/or lectures, workshop and related activities.
5. Philippine Orthopedic Center shall provide a library equipped with books and journals to be used by students for their learning and reference.
6. Philippine Orthopedic Center shall participate in the development of learning exposure course design.
7. Philippine Orthopedic Center shall conduct orientation, conference and related activities for school personnel involved in the student education for the proper implementation, evaluation and improvement of the program.
8. Philippine Orthopedic Center may require the student affiliates to submit report case studies similar documents and perform activities that will continue to the development of the student's knowledge, skills and behavior required by the medical science discipline.
9. Philippine Orthopedic Center may require the student-affiliates to wear proper uniforms, sign attendance sheets, accomplish forms, submit reports, perform duties and responsibilities that Philippine Orthopedic Center may deem necessary for the proper and effective monitoring of the students' attendance, behavior and performance, and in general for the effective and efficient implementation of the program.
10. Philippine Orthopedic Center shall not in any way be responsible and/or liable for any personal injury including death or damage to property sustained or caused or contributed to by the student affiliates. The school agrees that the student-affiliate will indemnify the Philippine Center for whatever injuries caused or occasioned thereto due to negligence of conduct of the students arising from or in connection with the performance in their obligations under this contract.

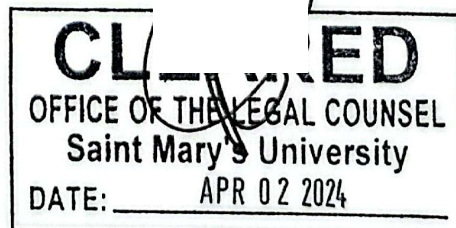
SECTION 2

COVENANT OF THE SCHOOL

1. Design, formulate and prepare the program with the active participation of the hospital or its designated training representative.
2. Pay corresponding appropriate fee/s per number of student-affiliates and areas of rotation during actual affiliation and/or learning exposure.
3. Pay or replace with the same kind and brand and any damaged and/or loss of Philippine Orthopedic Center property, equipment and supplies.

NTR-FR-001 REV.1

3



4. Ensure the students that the hospital fees (institutional/affiliation/user fees) shall be charged within the scope of matriculation and not a separate expense for the students and their families.
5. Ensure that the student-affiliates observe and abide by the Philippine Orthopedic Center policies, rules and regulations, and that professional discipline is maintained at all times.
6. Ensure that no student-affiliates will be allowed to report to the area without the presence of a Clinical Instructor or Training Coordinator.
7. Attend orientation, conference, seminar, and related activities conducted and/or facilitated by the Philippine Orthopedic Center for school personnel involved in student affiliation for the proper implementation, evaluation and improvement of the program.
8. Legal control.
9. Conformance to COVID - 19 Protocols.

The terms of this memorandum of agreement is from April 2024 to March 2025 and renewable yearly thereafter.

ALL PARTIES FURTHER AGREE THAT;

- A. The MOA shall not be amended or modified without the consent of the contracting parties.
- B. The MOA shall take effect immediately upon the signing hereof and shall remain in force and in effect until revoked, modified or amended accordingly.

WHEREOF, in view of the foregoing covenants, the parties hereto mutually bind themselves the full responsibility and accountability to the stipulated conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have signed this memorandum of Agreement in QC, Philippines this 30th day of April 2024.

SIGNATORIES

JOSE S. PUJALTE JR. MD. MHA CESE
(Name/ Head of Agency)
PARTY of the FIRST PART

SOLEDAD P. VELORIA, RN, Ed.D.
(Name/Chief Nurse)
PARTY of the FIRST PART

JOHN OCTAVIOUS S. PALINA, PH.D.
(Name/President of College/University)
PARTY of the SECOND PART

JOMAN BALITON RN, PH.D.
(Name/ Dean of College)
PARTY of the SECOND PART

JOSE S. PUJALTE JR. MD, MHA, CESE
MEDICAL CENTER CHIEF II

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **BAYOMBONG, NUEVA VIZCAYA**

BEFORE ME, this 21st day of JUNE, 2024, Notary Public and
for the **BAYOMBONG, NUEVA VIZCAYA**, Philippines, personally appeared
John Octavious S. Palina, PhD.
with Company ID No. 1438

and JOSE S. PUJALTE Jr. MD, MHA, CESE with Employee #160, Company ID, both known to me
that the same is their free act and voluntary deed.

This instrument consisting of five (5) pages, including this page on acknowledgement is written has
been signed and every page thereof of the parties thereof and their witnesses and sealed with their
notarial seal.

IN WITNESS WHEREOF [Signature] at my hand, the day, year and place above written.

ATTY. CARLO ARTURO M. ALEJANDRO
NOTARY PUBLIC-BAYOMBONG, NUEVA VIZCAYA
NOTARIAL COMMISSION NO. 31-22 UNTIL 12/31/2024
REG. BY ATTY. NO. 84429/IBP NO. 433055-01/29/2024
PTR NO. 2847415, 01/31/2024, BAY. N.V.
MCLE NO. (NEW LAWYER)

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Doc. No. 72
Book No. 2024
Series of 2024

JOSE S. PUJALTE JR. MD, MHA, CESE
MEDICAL CENTER CHIEF II
CHIEF NURSE (NURSE VII)
SOLEDADE P. VELORIA, RN, Ed.D.
JOHN OCTAVIOUS S. PALINA, PHD.
PRESIDENT
JOHAN J. BALITON, PHD.
DEAN

NTR-FR-001 REV.1

MEMORANDUM OF UNDERSTANDING

Between:

VIVES University of Applied Sciences



and

Saint Mary's University



PREAMBLE

Taking into consideration that it is in the best interest of both parties to establish, strengthen and formalise their collaboration;

Recognising the mutual benefits arising from this Memorandum of Understanding;

Agree to co-operate:

1. PARTIES

The parties to this Memorandum are:

VIVES UNIVERSITY OF APPLIED SCIENCES, situated at Doorniksesteenweg 145, 8500 Kortrijk and Xaverianenstraat 10, 8200 Brugge, Belgium
Legal representative in his Official Capacity: Mr. Joris Hindryckx (president)
Contact person: Mrs. Tine Ternest (Head International Office VIVES) –
agreements@vives.be
(hereafter referred to as "VIVES")

CLAUDED
OFFICE OF THE LEGAL COUNSEL
DATE: DEC 20 2021

and

SAINT MARY'S UNIVERSITY, a CICM Educational Institution with principal office at Bayombong, Nueva Vizcaya, Philippines.
Legal representative in his Official Capacity: Dr. John Octavious S. Palina (University President)
Contact person: Dr. Clara M. Gonzales (Head, Admissions and External Relations Office)
aero@smu.edu.ph
(hereafter referred to as "SMU")

(the parties referred to in clauses 1.1 and 1.2 hereinafter collectively referred to as "the parties").

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

2. SCOPE OF COOPERATION

2.1. This Memorandum seeks to establish the framework for cooperation between VIVES and SMU and serves as an umbrella agreement by which any other agreement regarding specific cooperation projects or programs to be signed between VIVES and SMU shall be governed and interpreted.

The parties will carry on a continued programme of exchanging information on a wide variety of educational and applied research programmes involving all faculties concerned, such as:

- Education.

The information exchange will not be limited to the educational contacts only. Other contacts, such as with enterprises, service centres, community centres, hospitals, industry shall be encouraged.

2.2. The parties agree to pursue the following forms of cooperation, within areas that are mutually acceptable, such as:

- Exchange of undergraduate students for study or/and placement;
- Exchange of teaching and or academic staff;
- Cooperative applied research and development activities;
- Collaborative teaching activities, joint degree programs, conferences/symposia;
- Participation in curriculum review or development and exchange of academic materials;
- Benchmarking; and
- Any other mutually agreed activity that would benefit both parties.

Any projects will be subject to mutual consent, availability of resources and approval of the parties.

2.3. All proposed projects including anything contemplated under 2.2 will be implemented into a more detailed binding agreement of collaboration, a "Specific Agreement", as an annex supplemental to this Memorandum, after they have been agreed upon and duly authorized by the official representatives of VIVES and SMU.

CE
ED
OFFICE OF THE DEAN COUNSEL
DATE: DEC 20 2021

Each Specific Agreement will describe the details necessary to implement any joint project, such as but not limited to:

- a) The activities associated with the project;
- b) The responsibility of each of the parties;
- c) The budget for each activity;
- d) The sources of funding;
- e) Personnel involved;
- f) Installations and equipment to be used;
- g) Work schedules;
- h) All other specific terms and conditions necessary to achieve the specified objectives of the project.

3. INTELLECTUAL PROPERTY

The parties agree to define and manage questions related to intellectual property, such as ownership of industrial rights patents, certificates of invention, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

The parties recognize that it may be necessary for each to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified by the disclosing party as proprietary at the time of the written disclosure. Oral disclosures shall be reduced to writing and marked as "proprietary" and provided to the other party within 30 days of such oral disclosure. The parties shall keep confidential any information of such nature, subject to compliance with the domestic laws of the parties. The parties are permitted to exchange proprietary information during the five-year term of this Memorandum. Nondisclosure obligations shall expire five years after the effective date of this Memorandum.

The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

4. MARKETING AND PUBLICITY

Neither of the Parties shall use the name, symbols, branding or marks of the other Party in any publicity, advertising or announcement, without the other Party's prior written approval.

5. CONFIDENTIALITY

The Parties undertake not to directly or indirectly, utilise, disclose or make public any confidential Information relating to the other party.

CLAUDE
OFFICE OF THE LEGAL COUNSEL
DATE: DEC 20 2021

6. ACCREDITATION REQUIREMENTS

All cooperative activities associated with courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of courses and programs. This Memorandum of Understanding does not imply the extension of accreditation from one institution to the other.

7. LEGAL AND ADMINISTRATIVE REQUIREMENTS

Any student and/or staff member/academic personnel associated with this Memorandum must comply with all the legal and administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institutions. Any exchanges involving the above must be established through a separate Specific Agreement.

The parties further agree to comply with all applicable national and international laws.

All commitments, obligations, and expenditures related to projects approved under this Memorandum shall be administered in accordance with each institution's normal practices and policies and the specific terms and conditions of the funding regulations.

8. FINANCIAL CONSEQUENCES

The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.

Both parties understand that all financial arrangements will be mutually discussed and agreed in writing and signed by the two parties prior to the initiation of any particular program or activity.

9. PUBLICATION OF RESEARCH

Any research generated in conjunction herewith (as further described in a Specific Agreement) shall be subject to unrestricted publication or dissemination, provided that (a) each party requires a copy of any proposed publication sixty days in advance of submission to review for a party's property information, patent and/or other intellectual property rights; (b) each party's proprietary information, patents and/or other intellectual property rights shall be protected by allowing the party who owns such rights to review the proposed publication prior to submission by the other party and the party who owns such rights will complete its review and make any objections within sixty days of receipt of the proposed publication; (c) such publication or dissemination will not compromise patent rights and/or other intellectual property rights, or inadvertently divulge proprietary information.

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OFFICE OF
LEGAL COUNSEL
DATE: DEC 20 2021

10. REPRESENTATIVES

In recognition of the fact that meaningful programmes of the type envisioned in this Memorandum of Understanding require constant planning and attention, each Institution will appoint at least two representatives to serve as a Planning Committee which will concern itself with the following functions:

1. Maintaining continuous communication on the ways and means by which such a relationship can be most fruitful for all concerned.
2. Constant exploration of ways and means to finance joint projects in an effort to avoid delays in programmes for want of necessary financial support.

11. DURATION, RENEWAL, AMENDMENT AND TERMINATION

This Memorandum of Understanding shall become effective on the date that it is signed by all parties and shall be valid for a period of **5 years** therefrom. It can be renewed for an additional period of 5 years by written agreement of both parties.

Cancellation of this Memorandum prior to the expiration of the 5 years period as provided above may be effected by either party with a notification of six months in advance of the anticipated date of termination.

Termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

No variation or consensual termination of this Memorandum of Agreement or any part thereof shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

12. DISPUTE RESOLUTION AND LEGAL STATUS

The parties have agreed to enter into this Memorandum in order to record their wish to explore the potential for further co-operation. For the avoidance of doubt, this document is not legally binding and shall not commit the parties to a sole or exclusive relationship; to any legal liability or obligation or to the incurring of any expenditure.

This Memorandum shall not prevent either institute from establishing similar relations with other institutions in the same or in other countries.

The contradicting stances, perspectives, and interpretations of this Memorandum shall be settled amicably through sound consultation and negotiation among the parties.

Every litigation related to the understanding of one part of this Memorandum and which could not be agreeably discoursed between the parties shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with the said Rules. The



arbitration shall be conducted in English. The parties expressly exclude any application for setting aside the arbitral award.

More so, the parties shall agree that no person will be discriminated on any grounds whatsoever, from participation under the terms articulated in this Memorandum.

By signing this document, the parties acknowledge that they have reviewed and understood the content and extent of each of its clauses and agree to carry out the actions necessary to implement it. Two copies of this document will be signed in English and both versions with the same content and validity.

Kortrijk, [date]
VIVES

Bayombong, Nueva Vizcaya, Philippines (Dec. 20, 2021)
SMU

Joris
Hindryckx
(Signature)
Digitaal
ondertekend door
Joris Hindryckx
(Signature)
Datum: 2022.01.17
14:12:57 +01'00'

Joris Hindryckx
President
Date Signed: 17/01/2022

Dr. John Octavious S. Palina
President
Date signed: 13 JAN 2022

Tine Terneet
Head International Office
Date Signed: 17/01/2022

Clara Gonzales
Head, Admissions and External Relations Office
Date Signed: 1/26/22



CL
OFFICE OF THE LEGAL COUNSEL
DATE: DEC 20 2021

ACKNOWLEDGEMENT

BEFORE ME, A NOTARY PUBLIC in _____ personally appeared the parties as above stated and showing me their respective competent identification card to prove their identity, known to me to be the same persons who executed and voluntarily signed the foregoing instrument which they acknowledge before me as their free will and voluntary deed and that the institution herein is represented.

WITNESS MY HAND AND SEAL on this _____ day of the year 2023, in _____.

Doc. No. 12 ;
Page No. 3 ;
Book No. ccxcvi ;
Series of 2023.

EPIFANIO DELBERT G. GALIMA, III
Notarial Commission No. 21-21
Notary Public until 12-31-2023
SMU, Bayombong, Nueva Vizcaya
Roll of Attorney's No. 57855
IBF Lifetime, 1086895, 1/4/18;
PTR No. 2719042, 1/04/23