



'19 SEP -2 P2:31

**SENATE**  
**S. No. 994**

RECEIVED BY: \_\_\_\_\_

*[Signature]*

**INTRODUCED BY SENATOR RISA HONTIVEROS**

**AN ACT PROVIDING FOR A NATIONAL FRAMEWORK FOR INTERNS' RIGHTS  
AND WELFARE**

Interns are more than just students seeking hands-on training experience: they also contribute greatly to the productivity of the company or organization hosting them. It is then to the country's best interest that the interns have their rights protected and their service recognized through just compensation.

Internship programs are mutually beneficial for all the parties involved. For the Higher Education Institutions, the industry exposure of their students elevates their learning from one that is heavily theoretical to one that is translated into technical know-how. For industries, interns in their workplaces could provide unique insights for improvement; new talent that can invigorate their operations and overall performance; and fresh perspective for solving issues in their organizations. For the students, internships have numerous benefits. It provides an avenue to apply and test theoretical knowledge from the classroom to the real-world, prepare them for the realities of the workplace, and help them in developing essential skills.

It is then in the interest of everybody that our interns are developed to be competent workers who know their rights and responsibilities. In relation to this, the Interns' Rights and Welfare Bill is written with the end in view of protecting interns' rights and providing measures that will secure their welfare during the whole duration of their internships. The bill also seeks to protect the interns from exploitative practices while simultaneously ensuring that their safety is the foremost concern of the parties involved.

Moreover, this bill underlines the importance of a proper and relevant learning experience for our interns and acknowledges the economic contribution that the interns are injecting into our economy and the workforce.

In view of the foregoing, the immediate passage of this bill is earnestly sought.

*[Signature]*  
**RISA HONTIVEROS**

**Senator**

SENATE  
S. No. 994

'19 SEP -2 P 2 :31

RECEIVED BY: 

INTRODUCED BY SENATOR RISA HONTIVEROS

AN ACT PROVIDING FOR A NATIONAL FRAMEWORK FOR INTERNS' RIGHTS  
AND WELFARE

Be it enacted by the Senate and the House of Representatives of the Philippines in  
Congress assembled:

**SEC. 1. Short Title.** - This Act shall be known as the '*Interns' Rights and Welfare Act  
of 2019*'.

**SEC. 2. Declaration of Principles.** - The State recognizes its vital responsibility to  
enable the youth to fulfill its vital role and responsibility in nation building. It is the  
government principle of this Act that the youth be accorded opportunities for growth  
and employment.

Towards this end, the goals and objectives of this Act are to:

1. Maintain quality training and education through enhanced internship programs  
with optimized capacity-building for all technical, vocational and professional  
fields of study;
2. Consistently monitor the NGAs/implementing bodies, higher education  
institutions (HEIs), host training establishments (HTEs) in guiding the interns and  
assessing their performances during the internship, with strong grievance  
mechanism to protect the integrity of each institution and promote transparency  
among all;
3. Recognize the interns as part of the labor force, therefore in their chosen  
workplaces they should receive fair treatment and just compensation;
4. Strengthen the rights of the interns to avoid any form of abuse or violation from  
the implementing bodies; and
5. Ensure the safety and welfare of the interns throughout the internship.

**SEC. 3. Definition of Terms.** - For the purposes of this Act, the following definitions  
shall apply:



- 1 a. Internship refers to a period of work experience for a limited amount of time  
2 taken up by students and graduates looking to gain relevant skills and  
3 experience in a particular field. It is the practical application of classroom  
4 learning to an actual regular work environment. It is also synonymous to  
5 practicum, field practice, or On-The-Job Training. It is not synonymous to  
6 apprenticeship and learnership.  
7
- 8 b. Intern refers to a student or graduate undergoing an internship at a Host  
9 Training Establishment (HTE) as partial fulfillment of their academic  
10 requirements as prescribed by their respective Higher Education Institutions  
11 (HEIs), Certified Training Institutions (CTIs), or as a requisite for board  
12 examinations.  
13
- 14 c. Internship Contract refers to a formal agreement concurred by all the parties  
15 which shall be accompanied with the agreed upon Internship Plan.  
16
- 17 d. Internship Plan refers to the outlined goals and objectives, knowledge, skills and  
18 competencies that the student intern should acquire in each training area. This  
19 will include a schedule of activities and assignments along with a clear set of  
20 duties to be fulfilled by the intern, and this Internship Plan will be formulated and  
21 approved by both the HEI, CTI, and HTE.  
22
- 23 e. Higher Education Institution (HEI) refers pertain to public and private schools  
24 and universities that require students to undergo internships as part of their  
25 official curriculum.  
26
- 27 f. Certified Training Institutions (CTI) refers to certificate issuing and TESDA  
28 accredited training institutions that require students to undergo internships as  
29 part of their official curriculum.  
30
- 31 g. Local universities and colleges (LUCs) refer to CHED-accredited public HEIs  
32 established by local government units (LGUs) through an enabling ordinance,  
33 financially supported by the LGU concerned, and compliant with the policies,  
34 standards and guidelines of the CHED;  
35
- 36 h. State universities and colleges (SUCs) refers to public HEIs established by  
37 national government and are governed by their respective independent boards of  
38 trustees or regents; and  
39
- 40 i. Host Training Establishment (HTE) refers to a duly authorized and registered  
41 entity, institution, or establishment in the Philippines by the Security Exchange  
42 Commission (SEC) or the Department of Trade and Industry (DTI) and with  
43 established systems of training.  
44  
45

46 **SEC. 4. Rights of Interns.** - Interns shall enjoy, on an equal and non-discriminatory  
47 basis, all rights guaranteed by the Constitution as well as those recognized under the

EO no. 139, s. 1993, CMO no. 104, s. 2017, and all other relevant international and regional human rights conventions and declarations.

As such, interns have the right to:

1. Have the freedom to select their own HTEs;
2. Reasonable work hours;
3. Protected leaves (personal leave, medical leave, leave for internship-related illness and injury);
4. Just compensation for hours of services rendered;
5. Receive allowances for travel, food, and any other expenses that may be agreed upon by the HTE and intern;
6. Acquire medical, dental and mental health services;
7. Access basic services in their chosen workplaces;
8. Access information of fees and performance records from HEIs, CTIs and HTEs;
9. Opt-out in paying miscellaneous fees upon enrollment of internship;
10. Be protected against discriminatory practices based on sexual orientation, gender identity and expression, age, ethnicity, religion, and disability;
11. Be protected against sexual harassment and other derogatory or exploitative activities at any point during their internship;
12. Be informed of clearly outlined duties during the internship; and
13. Due process prior to termination with HTE for any committed violation or insufficient requirements with HEIs or CTIs in the entire internship.

**Sec. 5. Guidelines on Internship Programs.** – The following shall be the guidelines for the implementation of internship programs:

1. Government Internship Programs

- a. All government agencies and instrumentalities, including government-owned-and-controlled corporations are hereby obliged to create a Government Internship Program for their respective offices.
- b. The Government Internship Program shall prescribe standard Internship Plans for applying interns to ensure that their duties are confined to official tasks only.

2. Industry-Based Internships

- a. TEs, HEIs, and CTIs shall, in conjunction, develop an Internship Plan outlining the scope and limitations of the interns' duties for the duration of the internship. Interns shall not be obligated to do work outside of this internship plan.
- b. HTEs shall provide interns with compensation for hours of service rendered.

3. School and Internship Fees



- a. HEIs and CTIs shall not charge interns with school fees that is beyond the administrative cost corresponding with units of the internship subject.
- b. Interns shall have the opt-out option in paying miscellaneous fees especially if their internship is conducted outside of the HEIs' premises.
- c. In an event of extension of the internship program, no additional extension fee shall be collected either by the HEI/CTI or the HTE.
- d. HTEs shall not be allowed to charge fees from their interns, with the exception of fees that are directly related to conducted training sessions and affiliation fees for health-allied internship programs. *Provided*, that the affiliation fees to be collected shall comprise no more than 1% of the tuition fee of the internship subject.
- e. Collection of all internship-related fees shall be centralized in the HEIs in order to avoid redundant payments or exploitative practices.
- f. All information regarding the school fees collected by the HEI and internship fees collected by the HTE shall be accessible to the public and the students if and when they request for it. The composition of the fees collected shall be indicated to promote transparency.

#### 4. Additional Guidelines

- a. HTEs, HEIs, and CTIs shall create an Internship Contract that will be an official and binding document stating the duties and responsibilities of all parties, the duties prescribed in the internship plans, and the agreed upon remuneration agreements between the HTE and the intern.
- b. HEIs and CTIs shall not constrain their student interns to apply to a specific office, establishment, or training institution. The interns shall be allowed to undertake an internship in any office, establishment, or training institution as long as the said establishments comply with the requirements for HTEs.
- c. HTEs shall conduct trainings, seminars, and other developmental interventions for the interns including, but not limited to: mentoring, coaching, and performance evaluation.
- d. Social protection shall be provided to the interns and are encouraged for consideration by the institutions such as accident insurance, as they may be applicable.
- e. Interns that contracted and illness and/or injury during their internship or as a result of it shall be excused during the duration of their illness and/or injury. HEIs, CTIs, and HTEs shall jointly claim responsibility for the intern.

- 1 f. Interns in the health-allied professions and other highly technical fields shall  
2 be given the necessary materials, equipment, and safety gears necessary to  
3 carry out their tasks. These shall be given at no cost to the interns.  
4
- 5 g. Interns shall be given at least 96 hours of advance notice of their internship  
6 schedule.  
7
- 8 h. HEIs and CTIs shall assist their student-interns in meeting their health  
9 requirements as prescribed by the HTEs, through HEI and CTI funded  
10 vaccination or check-up programs.  
11
- 12 i. Interns are not required and cannot be obliged to report to their HTEs after  
13 the prescribed number of internship hours are completed.  
14
- 15
- 16 j. In cases where the internship contract is abruptly terminated, the hours of  
17 services rendered by the intern based on the daily time record shall be  
18 credited as hours completed for the internship program.  
19
- 20 k. Students who applied in internship programs abroad shall be provided with  
21 assistance from the relevant government agencies before and during the  
22 duration of their internship programs, if and when necessary. HEIs and CTIs  
23 where these student interns are enrolled are obliged to strictly monitor the  
24 status of their students' welfare during the duration of the internship to  
25 ensure that standard protections for interns are upheld. Student interns  
26 should not be required to pay for the flight, food, accommodation and other  
27 expenses of the HEI's faculty or staff, should the HEI or CTI require a  
28 chaperon abroad.  
29

30 **Sec 6. Mechanics of Internships.** – The following process must be followed in the  
31 hiring of interns:  
32

33 1. Qualifications of Interns  
34

35 Applicants to internship programs shall:  
36

- 37 a. be currently enrolled in a TESDA certificate course or a tertiary-level  
38 internship subject  
39 b. be between 18 to 30 years old from the start of the internship period  
40

41 2. Duration  
42

43 a. Government Internship Programs  
44

45 The duration of the Government Internship Program shall not exceed 300  
46 hours and not last for more than 6 months.  
47



1                   b. Industry-Based Internships

2  
3                   Internship programs that are not highly technical in nature shall be  
4                   allowed to have a maximum of twenty-four (24) units of internship  
5                   subjects for the duration of their baccalaureate; *Provided*, that one (1)  
6                   unit of internship subject correspond to one (1) hour of  
7                   internship/laboratory/practicum/OJT work per week. *Provided further*, that  
8                   the internship period should not exceed twelve (12) months.

9  
10                  Highly technical internship programs conducted by HTEs that may need  
11                  additional hours of training, like those in the fields of health, engineering,  
12                  and architecture, shall be allowed to have a maximum of thirty (30) units  
13                  of internship subjects for the duration of their baccalaureate; *Provided*,  
14                  that one (1) unit of internship subject correspond to two (2) hours of  
15                  internship/laboratory/practicum/OJT work per week. *Provided further*, that  
16                  the internship period should not exceed twelve (12) months.

17  
18                  Interns shall have an 8-hour rest period between their internship shifts. In  
19                  addition, they are only obliged to work during work days and within office  
20                  hours. If interns are tasked to work on weekends or holidays or hours  
21                  beyond the normal operating hours of the establishment, they should be  
22                  subjected to special or additional remuneration.

23  
24                  In the event of tardiness and absences, whether excused or unexcused,  
25                  make-up hours shall only be equivalent to the number of internship hours  
26                  missed. HEIs and HTEs shall not accept and expect payment from  
27                  students to offset their tardiness and/or absences.

28  
29                  HEIs shall have the jurisdiction on how the maximum allotted number of  
30                  units shall be distributed in their respective curricula. Only the curricula  
31                  with internship/laboratory/practicum/OJT credits shall be allowed to have  
32                  required internship programs. HEIs with curricula that does not have  
33                  internship/laboratory/ practicum/OJT credits cannot require their students  
34                  to undergo an internship program but could encourage their students to  
35                  have internships on a voluntary basis.

36  
37                  3. Scope of work

38  
39                  The Government Internship Program and industry-led workplace internships shall  
40                  cover all technical, vocational, and professional fields of study and shall cater to  
41                  all students from CHED and TESDA recognized universities or degree and  
42                  certificate awarding institutions.

43  
44                  The purpose of the internship is for the intern to learn and gain practical  
45                  experience in their choice of employment. As such, interns are hired for official  
46                  purposes only and are prohibited from taking tasks that go beyond official duties.



#### 4. Termination of Contract

Any of the following, in respect to the Labor Code of the Philippines, shall be a valid cause to terminate the internship contract with due process, where notice should be given, both oral and written for proper documentation:

By the institution:

- a. Habitual absenteeism of the intern;
- b. Willful disobedience by the intern of the institution's rules, or persistent insubordination of the lawful orders of a supervisor;
- c. Theft or malicious destruction of the institution's property by the intern;
- d. Engaging in violence and/or other forms of misconduct during the internship and/or inside the institution's premises by the intern; and
- e. Persistent poor performance for a prolonged period despite warning duly given to the intern.

By the intern:

- a. Substandard and/or harmful working conditions within the institution's premises;
- b. Violation of any or all of the guidelines prescribed in Section 5 of this Act;
- c. Harassment by any and all members of the institution whether it occurred in or outside of the premises of the HTE;
- d. Cruel and inhumane treatment; and
- e. Prolonged or continuing illness of the intern.

**Sec. 7. Internship Contract and Plan.** - The HEIs and CTIs, together with the HTEs, shall draft and produce an Internship Contract that will be used by their student-interns. The HEIs and CTIs shall ensure that these documents are legally binding to ensure the protection of the interns' interest and well-being and assist the students in the process of notarizing the said document. The contract shall properly indicate the educational objectives of the internship, the rights and obligations of all the parties, the duration of the internship, and the agreed upon remuneration.

The Internship Contract shall be accompanied with an Internship Plan drafted and approved together with the selected HTEs to ensure that the internship program adheres to the quality of learning that is expected from the contract. The Internship Plan shall include the following: identification of skills to be acquired, job scope and specifications, guidelines on the supervision and mentoring of the interns, monitoring of the interns' progress, timeline of the internship and the respective performance indicators to be achieved, among others.

**Sec. 8 Remuneration.** - Interns who are subscribed to the Government Internship Program shall be provided with a stipend accounting to seventy-five (75%) of the existing salary rate of Step 1, Salary Grade 1 of the current government salary standardization law and shall be non-taxable. The amount of the stipend shall be based



1 on the intern's actual attendance, absences and/or tardiness incurred. It shall be paid in  
2 accordance with existing labor laws and civil service laws, rules, and regulations.

3  
4 Interns in private HTEs shall be provided with a stipend accounting to 75% of the  
5 existing minimum wage in their respective regions and shall be non-taxable.

6  
7 **Sec 9. Grievance Mechanism.** – A grievance committee shall be created in  
8 participating government agencies and their instrumentalities as well as the HTEs and  
9 CTIs that have internship programs. They have the initial responsibility for settling  
10 differences in case of any violation or transgression of the internship contract or upon  
11 the filing of a complaint by an aggrieved party.

12  
13 The grievance committee shall be composed of a representative from the Head Office of  
14 the HEI, CTI, and HTE, the Human Resource Office of the HEI, CTI, HTE and/or  
15 government agency, the Student Government of the HEI, CTI, and the legal office of  
16 the HEI, CTI, and HTE.

17  
18 The committee shall render a decision after affording the concerned parties due  
19 process of law. In case of failure by the grievance committee to settle the issue, render  
20 a decision, or in case the complaint is against the grievance committee or any of its  
21 members, the case shall be referred to the National Task Force.

22  
23 **Sec. 10. Reportorial Requirements.** – All HEIs, CTIs, HTEs, government agencies  
24 and its instrumentalities that have established internship programs shall submit an  
25 annual report to the Task Force assessing the program. The report shall review and  
26 assess the implementation of their program, suggest improvements if there are any,  
27 include a database of all past and present interns, and monitor the faithfulness of the  
28 internship plan versus its actual implementation, among other things.

29  
30 **Sec 11. Responsibilities of HEIs, CTIs, and HTEs.** - Higher Education Institutions  
31 and Certified Training Institutions with internship courses must have an official  
32 government recognition for private Higher Education Institutions, a Board Resolution for  
33 State Universities, and a Local Government Ordinance for local universities.

34  
35 Their responsibilities in relation to their student-interns include:

- 36 1. Assuming full responsibility over students;
- 37 2. Creating and notarizing an Internship Contract with selected HTEs to  
38 safeguard the interest and well-being of the interns;
- 39 3. Ensure that the students' interest is well-represented during the drafting  
40 of the Internship Contract;
- 41 4. Formulating local school internship policies (regarding selection,  
42 placement, monitoring, and assessment);
- 43 5. Prepare a roster of accredited HTEs with internship programs for student-  
44 interns to choose from;
- 45 6. Facilitate the entry of interns to their HTEs of choice;
- 46 7. Developing an Internship Plan specifying objectives and scope in  
47 collaboration with the HTEs;



8. Ensuring intern will acquire the relevant competencies in each learning area through the drafting of relevant internship plans to be a part of the contract signed by the intern, the HEI or CTI, and the HTE;
9. Providing free medical and dental services and certification by medical doctor and dentist to interns;
10. Providing appropriate insurance coverage, including travel and medical, to interns within the duration of the internship;
11. Conducting pre-internship orientation as prerequisite to deployment. Orientation should be on work environment issues (such as work ethics and laws against sexual harassment);
12. Taking appropriate action on complaints against student intern;
13. Conducting inspection of the HTE to ensure safety;
14. Monitoring performance of intern together with HTE;
15. Ensuring that the intern's basic needs are met at the HTE (such as food, water, access to clean restrooms, etc.) in coordination with HTE, CHED, TESDA, etc.;
16. Conducting post-training evaluations of the program;
17. Evaluating related prior training experience and provide credits for internship;
18. Issuing a final grade to the intern upon completion of requirements, in accordance with assessment of HTE, and;
19. Submitting relevant documents to CHED and TESDA (i.e. annual report per SY on implementation of program, copy of notarized internship agreement, list of partner HTEs, and interns certified by school officials to have completed internship).

Host Training Establishments that will receive and train interns must be authorized by the appropriate government entities and are capable of providing appropriate internship programs. These establishments must also have the capacity to provide technical training and to mentor interns applying to them.

Their responsibilities in relation to their student-interns include:

1. Implementing the agreed-upon Internship Contract and Internship Plan in coordination with the HEI and CTI;
2. Assigning a point person for implementation of all internship phases;
3. Orienting intern on rules of the establishment before the signing of the contract;
4. Entering into a legal contract with the intern;
5. Providing work experience in accordance with plan;
6. Providing basic allowances, such as for travel or food;
7. Providing the necessary equipment, materials, and safety gears needed by the interns in order to perform their tasks and duties at no cost to the interns;
8. Provide readily accessible wash rooms, showers, changing rooms, resting rooms or lounges, particularly for interns who will be on duty for extended periods of time, particularly during night shifts;
9. Ensuring interns do not perform tasks of regular position in HTEs;



10. Developing feedback mechanism with the intern;
11. Developing feedback mechanism with the HEI and CTI on implementation and student performance;
12. Providing evaluation reports on intern's performance;
13. Notifying at least 30 working days prior written notice to HEI or CTI of intern's breach of contract, and;
14. Issuing certificate of completion for interns not later than 2 weeks after completion.

**Sec 12. Implementation Structure.** – An Interns' Rights and Welfare Task Force shall be formed and be composed of the following:

- a. The Department of Labor and Employment (DOLE) Undersecretary for Regional Operations and Special Concerns cluster as the Chairperson;
- b. The Commission on Higher Education (CHED) Chair as Co-Chairperson;
- c. Senior officials (at least Assistant Secretary Level) of the Technical Education and Skills Development Authority (TESDA), Department of Trade and Industry (DTI), and Civil Service Commission (CSC) as ex-officio members;
- d. Five representatives of University Student Councils and Student Associations from various fields of study, provided that there are representatives from Medical and Allied Health Professions, Hospitality and Restaurant Management, and Tourism fields.

At the National level, the Task Force members shall have the following duties and functions in accordance to their mandates and in relation to the implementation of this Act:

1. The DOLE shall:

- a. Strictly monitor and ensure compliance of the HTEs in the implementation of this Act;
- b. Prepare and publish quarterly and annual report of internship program accomplishments, including issues and challenges, and provide further, analysis and recommendation on the improvement of program implementation; and
- c. Maintain updated list of HTEs in coordination with government agencies;
- d. Decide on cases involving interns with their assigned HTEs.

2. The CHED and TESDA shall:

- a. Conduct orientation to HEIs and CTIs regarding the proper guidelines regarding internship programs and check the legality of any and all contracts between HTEs, HEIs, CTIs, and the interns;
- b. Ensure the safety of interns;
- c. Establish linkages between government agencies and their instrumentalities and HTEs for the successful implementation of internship programs;
- d. Ensure that all HEIs, CTIs, and partner HTEs comply with the guidelines for the protection of interns; and

1 e. Provide feedback mechanisms to HEIs, CTIs, and HTEs.

2  
3 3. The DTI shall:

- 4 a. Ensure that all the partner HTEs of the HEIs and the CTIs are officially  
5 accredited business with proper safety and occupational health standards  
6 and  
7 b. Formulate a possible incentive scheme for HTEs to encourage them to  
8 take more interns.

9  
10 4. The CSC shall:

- 11 a. Ensure that grievance committees are properly established in government  
12 agencies and their instrumentalities.

13  
14 **Sec. 13. Liabilities and Sanctions.** – The following liabilities and sanctions shall  
15 apply in cases of breach of the internship contract:

16  
17 a. HEIs and CTIs:

- 18 1. Written reprimand, with warning that repeated violations may result in  
19 downgrading of government recognition;  
20 2. Downgrading of government recognition to permit status or grant of  
21 Autonomous to Deregulated status, Center of Excellence to Center of  
22 Development status;  
23 3. Revoke program recognition; and  
24 4. Filing of administrative and criminal case as appropriate.

25  
26 b. HTE

- 27 1. Written reprimand with warning that a repeat of a violation shall result to the  
28 blacklisting of HTE. Provided, that the agreed upon compensation and  
29 credited hours of the intern shall still be followed upon the basis of the hours  
30 of service rendered by the latter.  
31 2. Filing of administrative and criminal case as appropriate.

32  
33 c. Intern

- 34 1. Subject to sanctions in accordance with HEI's and CTI's rules and  
35 regulations.

36  
37  
38 **Sec. 14. Appropriations.** – All concerned government agencies shall include in their  
39 annual budgets the necessary funds that will be contributory to the implementation of  
40 this Act.

41  
42 Further, at least one percent (1%) shall be appropriated under the maintenance and  
43 Other Operating Expenses (MOOE) of the agencies for the implementation of the GIP in  
44 their respective jurisdictions and shall be included in the General Appropriations Act.



1   **Sec 15. Separability Clause.** - If for any reason, any part or provision of this Act  
2 shall be held unconstitutional or invalid, other parts of provisions thereof not affected  
3 thereby shall continue to be in full force and effect.

4  
5   **Sec 16. Repealing Clause.** - All laws, decrees, executive orders, proclamations, rules  
6 and regulations, and other issuances or part or parts thereof contrary to or inconsistent  
7 with this Act are hereby repealed or modified accordingly.

8  
9   **Sec. 17. Effectivity.** - This Act shall take fifteen (15) days after its publication in at  
10 least two (2) newspapers of general circulation.

11  
12   Approved.