

**Republic of the Philippines
HOUSE OF REPRESENTATIVES
Batasan Hills, Quezon City
Twentieth Congress
First Regular Session**

House Bill No. 5081



**Introduced by Honorable Representatives
JOSE MANUEL TADEO “CHEL” I. DIOKNO (Akbayan Partylist)
PERCIVAL V. CENDAÑA (Akbayan Partylist)
DADAH KIRAM ISMULA (Akbayan Partylist)
ARLENE “KAKA” J. BAG-AO (Dinagat Islands)**

**AN ACT
PROVIDING FOR A NATIONAL FRAMEWORK
FOR INTERNS’ RIGHTS AND WELFARE, APPROPRIATING
FUNDS THEREFOR, AND FOR OTHER PURPOSES**

EXPLANATORY NOTE

Internship is an essential component of the educational and professional development of students in the Philippines. It bridges academic learning and real-world experience, equipping young individuals with practical skills, industry exposure, and workplace values necessary for gainful employment. For schools, internships complement academic instruction with hands-on learning. For employers, hosting interns infuses organizations with new perspectives and potential future talent.

Despite these benefits, the absence of clear legal standards and safeguards has left many interns vulnerable to abuse, exploitation, and unsafe working conditions. While formal employees are protected under the Labor Code, student-interns in both public and private sectors often fall into a regulatory gap. Despite CHED Memorandum Order No. 104, s. 2017,¹ which provides guidelines on student internships, numerous reports

¹ CHED Memorandum Order No. 104, series of 2017, Revised Guidelines for Student Internship Program in the Philippines (SIPP) for All Programs, issued 28 December 2017.

indicate that abuses persist. Interns perform menial tasks unrelated to their field of study; are exposed to unsafe workplaces; denied proper mentorship; and burdened with excessive hours without just compensation.²

The Interns' Rights and Welfare Bill provides a comprehensive approach in addressing the needs and challenges of interns. Specifically, this bill seeks to: (1) define and protect the rights and welfare of interns; (2) establish the minimum guidelines on internship programs; (3) require an internship contract and plan; (4) ensure the maximum duration of the internship program and compensation for interns in the government and private sector; (5) institutionalize a grievance mechanism; (6) establish an Interns' Rights and Welfare Task Force; and (7) prescribe liabilities and sanctions in cases of breach of the internship contract.



JOSE MANUEL TADEO
“CHEL” I. DIOKNO
Akbayan Representative



PERCIVAL V. CENDAÑA
Akbayan Representative



DADAH KIRAM ISMULA
Akbayan Representative



KAKA J. BAG-AO
Dinagat Islands Representative

² Jeline Malasig, Internship Horror Stories: Unpaid OTs, Catcalling, Tasks Outside Job Description & More, Interaksyon (Sept. 13, 2019), <https://interaksyon.philstar.com/politics-issues/2019/09/13/154845/internship-horror-experiences-philippines-risa-hontiveros/>

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AN ACT
PROVIDING FOR A NATIONAL FRAMEWORK
FOR INTERNS’ RIGHTS AND WELFARE, APPROPRIATING
FUNDS THEREFOR, AND FOR OTHER PURPOSES

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

1 **SECTION 1.** *Short Title.* – This Act will be known as the “*Interns’*
2 *Rights and Welfare Act.*”

3 **CHAPTER I**
4 **GENERAL PROVISIONS**

5 **Sec. 2. Declaration of Policy.** – The State recognizes its
6 responsibility to empower the youth to fulfill their vital role in nation-
7 building by ensuring they are given opportunities for growth and
8 employment. It is likewise the policy of the State that:

- 9 a. Internships must primarily benefit the intern, not the
10 employer. The educational experience and training of interns is
11 paramount.
- 12 b. Internships should be a genuine educational experience rather
13 than a disguised employment relationship.

- c. Internships should provide significant training and educational opportunities. Interns should learn skills and acquire knowledge directly related to their academic pursuits.
- d. Internships should not displace existing positions or duties normally performed by regular employees.
- e. Employers should have clear documentation outlining the internship's purpose, goals, training plan, and duration.

Sec. 3. Definition of Terms. – As used in this Act:

- a. **Apprenticeship** – refers to training within employment that includes compulsory related theoretical instruction and is governed by a contract between the apprentice and the employer for an apprenticeable occupation approved by the Technical Education and Skills Development Authority (TESDA).
- b. **Employer** – refers to any government agency or instrumentality, government-owned or controlled corporation (GOCC) with original charter, local government unit (LGU), or any private person, corporation, partnership, company, or entity that engages interns.
- c. **Intern** – refers to a college or university student undergoing an internship with an employer as partial fulfillment of academic requirements as prescribed by the school.
- d. **Internship** – refers to a period of work experience for a limited amount of time taken up by interns as defined above to gain relevant skills and experience in a particular field. It is the practical application of classroom learning to an actual work environment. It is also synonymous with practicum, field practice, or on-the-job training (OJT); but does not include apprenticeships and learnerships.

1 e. **Learnership** – refers to practical on-the-job training in semi-
2 skilled or other industrial occupations that are non-apprenticeable
3 under learnership programs approved by TESDA.

4 f. **School** – refers to a public or private tertiary school or university
5 that requires students to undergo internships as part of their
6 official curriculum.

7 **Sec. 4. Primary Beneficiary Test.** – The intern must be the primary
8 beneficiary of an internship. The intern is considered the primary
9 beneficiary if the internship mainly provides educational benefits to the
10 intern and not operational benefits to the employer and does not displace
11 regular employees.

12 If the intern is not the primary beneficiary of the internship, the
13 intern shall be deemed a regular employee of the employer and shall be fully
14 entitled to the minimum wage, security of tenure, and other labor standards
15 under existing labor laws. Students working for an employer who do not fall
16 under the definition of an intern in this Act may also be considered
17 employees under existing laws.

18 CHAPTER II 19 INTERNS' RIGHTS

20 **Sec. 5. Freedom of Choice.** – Interns have the right to choose their
21 internship, to be informed of their duties before signing the internship
22 contract, to access information on fees and performance records from schools
23 and employers, and opt out from paying miscellaneous fees imposed by their
24 schools.

25 **Sec. 6. Right to Humane Working Conditions.** – Interns have the
26 right:

27 a. To reasonable work hours;

- b. To personal and medical leave;
- c. To access medical, dental, and mental health services;
- d. To the use of basic services and facilities in their workplaces;
- e. To accident insurance;
- f. To be protected from discrimination based on sexual orientation, gender identity and expression, sex characteristics, socioeconomic class, age, ethnicity, religion, and disability;
- g. To be protected from sexual harassment, abuse, and exploitation;
- and
- h. To be afforded due process before pre-termination of internship or imposition of sanctions.

12 ***Sec. 7. Right to Just Compensation.*** – Interns are entitled to just
13 compensation for work or services rendered.

14 Interns of government agencies or instrumentalities, GOCCs with
15 original charters, or LGUs shall receive a non-taxable stipend equivalent to
16 seventy-five percent (75%) of Salary Grade 1, Step 1, under the current
17 salary standardization law, prorated based on attendance and actual hours
18 worked, and subject to civil service rules.

Other interns shall receive a non-taxable allowance equivalent to seventy-five percent (75%) of the applicable minimum wage, prorated according to actual hours worked based on an eight-hour workday.

22 **CHAPTER III**
23 **INTERNSHIP**

24 ***Sec. 8. Kinds of Internship Programs.*** – There are two kinds of
25 internship programs:

- 26 1. Government internship program:

- 1 a. This is an internship program with a government agency or
2 instrumentality, GOCC with original charter, or LGU as the
3 employer.
- 4 b. All government agencies and instrumentalities, GOCCs with
5 original charters, and LGUs must set up government internship
6 programs for their workplaces.
- 7 2. Industry-based internship program:
 - 8 a. This is an internship program with a private employer.
 - 9 b. Incentives shall be provided by the Department of Trade and
10 Industry (DTI) to encourage private employers to set up internship
11 programs and engage interns.

12 ***Sec. 9. Memorandum of Agreement.*** – There must be a
13 memorandum of agreement (MOA) executed between the school and the
14 employer specifying the detailed roles and responsibilities of all concerned
15 parties, safety measures for the interns, training plan, learning objectives,
16 and method of evaluation. The MOA should also specify penalties for breach
17 of contract.

18 ***Sec. 10. Internship Plan.*** – The MOA should be accompanied by an
19 internship plan that will ensure that the internship program adheres to the
20 quality of learning that is expected to be provided by the employer.

21 The internship plan must include the following:

- 22 a. Identification of skills to be acquired;
- 23 b. Schedule of activities and assignments;
- 24 c. Scope and specifications of the tasks;
- 25 d. Guidelines on the supervision and mentoring of the interns;
- 26 e. Timeline of the internship;
- 27 f. Performance indicators to be achieved; and
- 28 g. Monitoring of the interns' progress.

1 **Sec. 11. Internship Contract.** – The school and the employer must
2 prepare an internship contract between them and each individual intern
3 based on the MOA and the internship plan. The contract must properly
4 indicate the educational objectives of the internship, the rights and
5 obligations of all the parties, the duration and schedule of the internship,
6 and the compensation. The costs of notarizing this document will not be
7 charged to interns. This contract should be executed by the parties at least
8 five (5) days before the first day of the internship.

9 **Sec. 12. Qualifications.** – An intern must be at least eighteen (18)
10 years old and currently enrolled in a tertiary-level internship subject at the
11 start of the internship.

12 **Sec. 13. Duration.** – Government internship programs must not
13 exceed three hundred (300) hours or last for more than six (6) months.

14 Industry-based internship programs that are not highly technical in
15 nature may include up to twenty-four (24) units of internship subjects. One
16 (1) unit of internship subject is equivalent to one (1) hour of internship,
17 laboratory, practicum, or OJT work per week. The total internship period
18 must not exceed twelve (12) months.

19 Highly technical industry-based internship programs such as those in
20 the fields of health, engineering, and architecture may include up to thirty
21 (30) units. One (1) unit of internship subject is equivalent to two (2) hours
22 of internship, laboratory, practicum, or OJT work per week. The total
23 internship period must not exceed twelve (12) months.

24 If an internship ends earlier than the prescribed period, the intern's
25 completed hours must still be credited toward their internship program,
26 regardless of the kind of internship. Interns are not required to continue
27 reporting to the employer after completing their required internship hours.

1 **Sec. 14. Schedule.** – Interns must receive their internship schedule
2 at least ninety-six (96) hours before the start of the internship.

3 Interns must be given at least one (1) hour of rest between their shifts.
4 In addition, interns are only expected to work on weekdays and during
5 regular office hours. If interns are asked to work on weekends, holidays, or
6 beyond normal hours, they must receive rest day, premium, holiday, or
7 overtime pay similar to that paid to an employee in accordance with the
8 Labor Code of the Philippines.

9 In the event of tardiness and absences, whether excused or unexcused,
10 interns only need to make up the exact number of hours missed. Employers
11 and schools cannot ask for payment from interns to make up for missed
12 time.

13 **Sec. 15. Scope of Work.** – Internship programs may cover any
14 technical, vocational, and professional field of study and are open to all
15 qualified students.

16 The purpose of the internship is for the intern to learn and gain
17 practical experience in their choice of career. As such, interns are engaged
18 for official purposes only and shall not be assigned tasks that go beyond
19 official duties.

20 **Sec. 16. School and Internship Fees.** – The following guidelines
21 must be observed in implementing school and internship fees:

- 22 a. Schools cannot charge interns with school fees beyond the actual
23 administrative costs based on the units of the internship subject.
- 24 b. Interns have the option not to pay miscellaneous fees, especially if
25 their internship is done outside the school campus.
- 26 c. If the internship is extended, no extra fees can be collected by
27 either the employer or the school.

- 1 d. Employers and schools are not allowed to charge fees to their
2 interns, except for training session costs or affiliation fees for
3 health-allied internship programs. The affiliation fees to be
4 collected must not exceed one percent (1%) of the tuition fee for the
5 internship subject.
- 6 e. All internship-related fees must be collected only by the schools to
7 avoid double payments and abusive practices.
- 8 f. All information about school and internship fees must be made
9 available to students and the public upon request. A breakdown of
10 the fees must be provided to ensure transparency.

11 ***Sec. 17. Internships Abroad.*** – Students who join internship
12 programs abroad must be assisted by the Commission on Higher Education
13 (CHED) and the proper government agencies before and during the
14 program. Schools must actively monitor their students' welfare to ensure
15 they are protected. Students must not be asked to pay for the travel, meals,
16 lodging, or other expenses of school staff who are assigned to accompany
17 them abroad.

18 ***Sec. 18. Pre-termination.*** – Any of the following are valid causes to
19 pre-terminate the internship contract:

20 By the employer or the school:

- 21 a. Habitual absenteeism of the intern;
- 22 b. Willful disobedience by the intern of the employer's rules or
23 persistent insubordination to the lawful orders of the employer or
24 its representative;
- 25 c. Theft or malicious destruction of the employer's property by the
26 intern;
- 27 d. Engaging in violence or other forms of misconduct during the
28 internship or inside the employer's premises by the intern; or

- 1 e. Persistent poor performance for a prolonged period despite
2 warnings duly given to the intern.

3 By the intern:

- 4 a. Substandard or harmful working conditions;
5 b. Violation of any provision of this Act by the employer;
6 c. Harassment by any personnel, employee, or representative of the
7 employer whether it occurs inside or outside the premises of the
8 employer;
9 d. Cruel or inhumane treatment; or
10 e. Prolonged or continuing illness of the intern.

11 ***Sec. 19. Grievance Mechanism.*** – Each employer and school with
12 an internship program must form a grievance committee to handle
13 complaints and resolve issues when the internship contract is violated or
14 upon the filing of a complaint by an aggrieved party. The grievance
15 committee must be composed of one (1) representative each from the
16 employer, the school, and the student council or student government.

17 The committee must render a decision after affording the concerned
18 parties due process. If the committee fails to resolve the issue or does not
19 respond, or a member thereof is the subject of the complaint, the matter may
20 be referred to the Interns' Rights and Welfare Task Force.

21 CHAPTER IV

22 INTERNS' RIGHTS AND WELFARE TASK FORCE

23 ***Sec. 20. Composition.*** – An Interns' Rights and Welfare Task Force
24 is hereby formed which will be composed of the following:

- 25 a. The CHED Chair as Chairperson;

- 1 b. The Department of Labor and Employment (DOLE)
- 2 Undersecretary for Regional Operations and Special Concerns
- 3 Cluster;
- 4 c. One (1) senior official of the Civil Service Commission (CSC) who
- 5 is occupying a position that is at least equivalent to an assistant
- 6 secretary;
- 7 d. One (1) representative from a national student council association;
- 8 and
- 9 e. Three (3) representatives from student associations in various
- 10 fields of study, which must include health and hospitality.

11 ***Sec. 21. Powers and Functions.*** – The Interns’ Rights and Welfare
12 Task Force shall have the following powers and functions:

- 13 a. Monitor and enforce compliance of schools and employers with this
- 14 Act;
- 15 b. Determine the administrative liabilities of schools and employers
- 16 and impose sanctions for any violation of this Act;
- 17 c. Act on and decide grievances referred from the grievance
- 18 mechanism;
- 19 d. Orient schools and employers on the proper internship guidelines;
- 20 e. Develop template MOAs, internship plans, and internship
- 21 contracts;
- 22 f. Review MOAs, internship plans, and internship contracts based
- 23 on their compliance with this Act;
- 24 g. Inspect the records and premises of any school or employer during
- 25 business hours, and investigate any allegations of violations of this
- 26 Act or of the internship contract;
- 27 h. Maintain an updated list of employers who may engage interns in
- 28 coordination with government agencies;
- 29 i. Establish linkages between schools and employers; and

- 1 j. Publish quarterly and annual reports with issues, challenges, and
2 recommendations.

3 ***Sec. 22. Reportorial Requirements.*** – Employers and schools with
4 internship programs must submit annual reports to the Interns’ Rights and
5 Welfare Task Force. Each report must include:

- 6 a. An assessment of the internship program and suggestions for
7 improvement;
8 b. A database of past and current interns; and
9 c. Monitoring of compliance with the internship plan.

10 **CHAPTER V**
11 **FINAL PROVISIONS**

12 ***Sec. 23. Liabilities and Sanctions.*** – The following liabilities and
13 sanctions apply in cases of breach of the internship contract:

- 14 a. For violations committed by a school:
15 1. Written reprimand, with warning that repeated violations may
16 result in downgrading of government recognition;
17 2. Downgrading of government recognition, permit status, grant of
18 Autonomous or Deregulated status, or Center of Excellence or
19 Center of Development status;
20 3. Cancellation of program recognition; and
21 4. Filing of appropriate administrative and criminal cases.
- 22 b. For violations committed by an employer:
23 1. Written reprimand with warning that repeated violations will lead
24 to blacklisting; and
25 2. Filing of appropriate administrative and criminal cases.

1 **Sec. 24. Appropriations.** – This Act will be implemented initially
2 within the framework of the budget of CHED, DOLE, and CSC as member
3 agencies of the Interns’ Rights and Welfare Task Force for the year it is
4 enacted into law. Thereafter, the amounts as may be necessary for the
5 implementation of this Act will be included in the budget of these
6 government agencies in the annual General Appropriations Act.

7 Further, at least one percent (1%) shall be appropriated under the
8 Maintenance and Other Operating Expenses for the implementation of the
9 government internship programs in their respective agencies, which will be
10 included in the General Appropriations Act.

11 **Sec. 25. Implementing Rules and Regulations.** – Within ninety
12 (90) days from the effectivity of this Act, CHED, DOLE, CSC, and three (3)
13 representatives of student council associations and student associations
14 must promulgate the necessary rules and regulations to implement its
15 provisions.

16 **Sec. 26. Separability Clause.** – If, for any reason, any part or
17 provision of this Act is declared unconstitutional or invalid, other parts or
18 provisions thereof not affected thereby will continue to be in full force and
19 effect.

20 **Sec. 27. Repealing Clause.** – All laws, decrees, executive orders,
21 proclamations, rules and regulations, and other issuances or part or parts
22 thereof contrary to or inconsistent with this Act are hereby repealed or
23 modified accordingly.

24 **Sec. 28. Effectivity.** – This Act shall take effect 15 days after its
25 publication in at least two newspapers of general circulation.

Approved,