

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Agreement** made and entered into by and between:

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY, an agency of the national government created by virtue of Republic Act No. 7796, with main office address at TESDA Complex, East Service Road, South Superhighway, Taguig City, represented herein by its Regional Director for TESDA Region _____, hereinafter referred to as "**FIRST PARTY**".

-and-

_____, an educational corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its Chief Operations Officer _____, hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH: That

WHEREAS, as the lead agency of the government in charge of the development and implementation of technical education and skills development in the country, **FIRST PARTY** has been providing various scholarship grants to the qualified beneficiaries under Training for Work Scholarship Program (TWSP);

WHEREAS, the training programs shall cover only the TVET programs registered with TESDA in accordance with the appropriate guidelines;

WHEREAS, to meet the objectives of the program, the amount appropriated for the training scholarship programs shall be utilized to support rapid, inclusive and sustained economic growth through training programs in priority industries and key employment generators such as agri-fishery/agri-business/agro-industrial, tourism, information technology-business process management (IT-BPM), semiconductor and electronics, automotive, other priority manufacturing industries, logistics, general infrastructure and new and emerging sector as identified and recommended by the regional offices or industry bodies;

WHEREAS, in accordance with Tendering System for Scholarship Grants for Training for Work Scholarship Program (TWSP) Guidelines under the Reform and

Development Agenda of TESDA, an Invitation to Tender for scholarship programs containing the qualification titles/programs to be offered in the province/district has been posted in the TESDA Website and in significant conspicuous areas in the province/district for a period of seven (7) calendar days;

WHEREAS, in response to the Invitation, the herein **SECOND PARTY** has tendered its desire to conduct the training program and had submitted itself to the standard screening process of TESDA for determination of its eligibility;

WHEREAS, the **SECOND PARTY** had been subjected to and passed the technical audit and is rated qualified to conduct the training program under the TWSP as per screening done by the TESDA Regional Scholarship Evaluation Committee, reviewed by the National Scholarship Review Committee and finally was approved by the TESDA Director General;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby voluntarily agree, as they hereby agreed on the following covenants, to wit:

A. NATURE OF THE CONTRACT: By virtue of this Agreement, **FIRST PARTY** confirms the award of scholarship grants for TWSP in favor of the herein **SECOND PARTY** for distribution to the qualified grantees selected by TESDA based on the approved Request for Tender (RFT) per qualification.

B. OBLIGATIONS OF THE PARTIES:

The **FIRST PARTY** shall perform the following functions:

1. Accept application for scholarship, screen those applications and eventually identify and select the qualified scholarship grantees under the TWSP;
2. Inform the **SECOND PARTY** of the list of qualified and approved scholarship grantees who shall undergo the desired training program under the TWSP;
3. Monitor and ensure that the **SECOND PARTY** shall maintain its standard requirements on absorptive capacity, employment rate and utilization rate;
4. Ensure that in TESDA's skills training scholarship program, no one will be rejected;
5. Issue the corresponding National Certification (NC) II for successful trainees who have passed the competency assessment conducted therefore; and
6. Pay the first tranche of thirty percent (30%) of the total training cost, upon submission of the billing statement and the enrolment report (MIS 03-02) duly signed by the TVIs/TTIs authorized signatories;

7. Pay the second tranche of the balance of the actual training costs and assessment fees to the **SECOND PARTY** upon submission of the following documents:
 - 1) Billing statement;
 - 2) Terminal/Graduation Report (MIS 03-02) duly signed by the TVIs/TTIs authorized signatories;
 - 3) Daily Attendance Sheet (for the duration of the training);
 - 4) Certified true copy of RWAC for payment of Assessment Fee; and
 - 5) TESDA copy of the TWSP Scholarship Grant duly signed by the concerned officials.

The **SECOND PARTY** shall perform the following functions:

1. Inform the selected qualified scholarship grantees as identified by the **TESDA** Provincial/District Office;
2. Ensure that each applicant for scholarship shall undergo pre-qualification process in accordance with the industry pre-hiring requirements as applicable;
3. Check the Trainees Profile Form if the same is properly and appropriately filled out;
4. Conduct, in coordination with the Provincial/District Office, the **Training Induction Program** before the conduct of any training program;
5. Conduct the training program after receipt of the scholarship grants from the **TESDA** Provincial/District Office;
6. Ensure that no additional training fees shall be exacted from the beneficiaries of this program;
7. Facilitate the conduct of the competency assessment by the accredited assessment centers and assessor of the trainees who had successfully finished the training program under the TWSP; and
8. Institutionalize a functional Job Linkaging and Networking Services (JLNS) – a delivery platform to facilitate job hunting for TVET graduates and alumni by providing them services and information to land a job;
9. Institutionalize effective monitoring system/database to establish reliable status reports (employment reports) of the scholars-graduates; and
10. Maintain the requirements of **TESDA** on absorptive capacity, employment rate and utilization rate;

11. Submit to TESDA for purposes of facilitating claims for payment the following supporting documents:

- a. Billing Statement;
- b. Enrolment Report (MIS 03-02) duly signed by the TVIs/TTIs authorized signatories;
- c. Terminal/Graduation Report (MIS 03-02) duly signed by the TVIs/TTIs authorized signatories;
- d. Daily Attendance Sheet (for the duration of the training);
- e. Certified true copy of the Registry of Workers Assessed and Certified (RWAC) for payment of assessment fees; and
- f. TESDA Copy of the TWSP Scholarship Grant duly signed by the concerned TESDA official.

12. Ensure that the scholars fully understand the provisions of their Commitment of Undertaking.

C. TERM OF CONTRACT: This contract shall be valid and enforceable upon signing hereof until the training program and competency assessment had been concluded.

D. ATTENDANCE AND DEDUCTION FOR ABSENCE:

Regular attendance at the training center for every student/trainee is essential for the latter to achieve their fullest potential and attain the maximum learning in their chosen training program. For this purpose, it is the obligation of the **SECOND PARTY** to ensure and promote regular and complete attendance among the trainees all throughout the training period. As part of their due diligence, the **SECOND PARTY** must record and monitor the attendance of each trainee.

E. MONITORING AND COMPLIANCE:

At its discretion, the **FIRST PARTY** may conduct periodic on-the-spot random audits of every participating TVI in the scholarship programs of TESDA including herein **SECOND PARTY**. During the audit which shall be done on regular working days and hours, the subject of inspection shall be the TVI's compliance with the required facilities, equipment, attendance and eligibility of trainers acceptability of methods of training being conducted, updated government registrations and licenses to operate, TVET program registration and attendance of trainees among others.

Nonetheless, in all instances, due process must be observed at all times.

F. MISCELLANEOUS PROVISIONS:

The **SECOND PARTY** herein warrants that it is compliant based on technical audit report, it has valid Certificate of TVET Program Registration (CTPR), it has absorptive training capacity in terms of facilities, tools and equipment and trainers.

The **SECOND PARTY** also warrants that it has not been subjected to any unsettled final and executory Notice of Disallowance (ND) involving any scholarship program of TESDA and that it has not been involved in any case of unlawful exaction of fees and/or unlawful offering of any program within the jurisdiction of TESDA.

Subject to due process of law, the conduct of ghost training, exaction of any unauthorized fees from the trainees, falsification, forgery or misrepresentation in the submission of the required reports to **TESDA** by the **SECOND PARTY** and other unlawful and illegal activities punishable under the revised penal code shall be considered as grounds for perpetual disqualification of the said **SECOND PARTY** from participating in any scholarship program of **TESDA** and suspension or revocation, as the case may be, of its Certificate of TVET Program Registration (CTPR), among others.

IN WITNESS WHEREOF, the Parties have hereunto voluntarily signed this Memorandum of Agreement on this _____ day of November 2016 at _____ City, Philippines.

FOR TESDA:

FOR TRAINING PROVIDER:

By:

By:

REGIONAL DIRECTOR
TESDA

TRAINING PROVIDER

Signed In The Presence Of:

PROVINCIAL DIRECTOR
TESDA

TRAINING PROVIDER

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for the City of _____, Philippines, and on this _____ day of November, 2016 personally appeared the following:

Name

Government ID No.

REGIONAL DIRECTOR
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

all known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed.

This instrument consisting of six (6) pages including this page wherein this acknowledgment clause is written refers to the Memorandum of Agreement signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. _____,
Page No. _____,
Book No. _____,
Series of 2016