



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-503

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this__ day of _____, by and between :

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **DepEd**.

-and-

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) REGION IV-A (CALABARZON) Regional Office, an agency of the National Government created by virtue of Republic Act No. 7796, with main office address at 2/F Provincial Training Center Lipa, The Olan's Place, Purok 2, Brgy. Marawoy, Lipa City, represented herein by its Regional Director **ARCHIE A. GRANDE**, and herein after referred to as **TESDA**.

W I T N E S S E T H

WHEREAS, the **DepEd** aims to equip SHS-TVL teachers with the necessary knowledge, attitude, values and skills in accordance with the prevailing standards in the Technical-Vocational Education and Training (TVET) sector. It compasses competencies required of a technical-vocational trainer to perform the tasks based on TESDA's Training Regulation in the following areas:

- a. Planning Training Session;
- b. Facilitating Learning Sessions (with e-Learning);
- c. Supervising Work-Based Learning;
- d. Conducting Competency Assessment;
- e. Maintaining Training Facilities; and
- f. Utilizing Electronic Media in Facilitating Training.¹

WHEREAS, to attain this objective, DepEd will conduct of **Training on Trainers Methodology Level I (TM I) for SHS_TVL Teachers** on October 15, 2024 to October 30, 2024 and November 18, 2024 to December 13, 2024.

¹ Par. 2 of Memorandum DM-OUHROD-2024-1146 of DepEd Central Office



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, the Agency-to-Agency agreement with TESDA for the conduct of Training on Trainers Methodology Level 1 (MT 1) for SHS-TVL Teachers on October 15, 2024 to October 30, 2024 and November 18, 2024 to December 13, 2024 has an Approved Budget for the Contract (ABC) in the amount of **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-FIVE PESOS ONLY (Php1,275,295.00)**. The breakdown are as follows:

DESCRIPTION	QUANTITY	AMOUNT PER PAX	TOTAL
TRAINING COST	83	PhP12,042.00	PhP999,486.00
ASSESSMENT FEE	83	PhP3,323.00	PhP275,809.00

WHEREAS, by virtue of Republic Act 7796, **TESDA** was created with the end goals and objectives to:

- a) Promote and strengthen the quality of technical education and skills development programs to attain international competitiveness;
- b) Focus technical education and skills development on meeting the changing demands for quality middle-level manpower;
- c) Encourage critical and creative thinking by disseminating the scientific and technical knowledge base of middle-level manpower development programs;
- d) Recognize and encourage the complementary roles of public and private institutions in technical education and skills development and training systems; and
- e) Inculcate desirable values through the development of moral character with emphasis on work ethic, self-discipline, self-reliance and nationalism.

WHEREAS, pursuant to the Consolidated Guidelines for the Alternative Methods of Procurement, particularly paragraphs (b) and (c) of item B(D)(5), Annex "H" of the R-IRR or RA No. 9184 a Memorandum of Agreement may be entered into between the procuring entity and the servicing agency subject to the following conditions and process:

***"b. Conditions.** It is the general policy of the government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions:*

ii. Servicing Agency has the mandate to deliver the goods and services required to be procured or to undertake the infrastructure project or consultancy required by the Procuring Agency"

xxx

c) Procedure

xxx

iv. In case of approval, the HOPE shall enter into a Memorandum of Agreement (MOA) with the Servicing Agency."

WHEREAS, TESDA is compliant with the conditions prescribed under the 2016 Revised IRR for Negotiated Procurement under Agency-to-Agency; one, it has the mandate to deliver the goods and services required to be procured; two, it has the absorptive capacity to undertake the project; three, it owns or has access to the necessary tools and equipment for the project; and four, it will not sub-contract the project to another government or private entity.

WHEREAS, TESDA through Dir. Archie A. Grande, CESO III, Regional Director of TESDA Region IV-A (CALABARZON) issued a letter dated September 13, 2024, accepting the offer and further certifies that TESDA Technology Institutions (TTIs) is compliant on the following:

1. has the mandate to deliver the goods and services required to be procured;
2. has the absorptive capacity to undertake the project;
3. owns or has access to the necessary tools and equipment for the project; and
4. shall not allow sub-contracting.

WHEREAS, TESDA requested that payment may be made on the following accounts:

Name of TTI	Account Details	Particulars	TOTAL
TESDA-LLDA Provincial Training Center	Account Name: Laguna TC SSP Fund 161	Training cost for 25 TMI trainees	PhP301,050.00
	Account No.: 0242-1125-39	Assessment Fee for TM1 trainees	PhP83,075.00
Jacobco Z. Gonzales Memorial School of Arts and Trades	Training Cost	Training cost for 25 TMI trainees	PhP301,050.00
	Assessment Fee	Assessment Fee for 25 TMI Trainees	PhP83,075.00
Rizal Provincial Technical Education and Skills Development Center- Cainta	Training Cost	Assessment cost for 33 TMI trainees	PhP397,386.00
	Assessment Fee	Assessment Fee for 33 TMI trainees	PhP109,659.00

WHEREAS, on October 2, 2024, the Bids and Awards Committee of DepEd Region IV-A recommended the Head of the procuring entity the approval of the Agency-to-Agency agreement between DepEd Region IV-A CALABARZON and Technical Education and Skills Development Authority (TESDA) as trainers and assessment center for the center for the conduct of **Training on Trainers Methodology Level I (TM I) for SHS-TVL Teachers** on October 15, 2024 to October 30, 2024 and November 18, 2024 to December 13, 2024 in the amount of **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-FIVE PESOS ONLY (PhP1,275,295.00)**.

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

Section 1

Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Request for Budget Approval;
- c) Memoranda CLMD-RM-2024-453 and DM-OUHROD-2024-1146;
- d) Letters dated August 16 and September 13, 2024; and
- e) All other documents already submitted by the Hotel Company and to be required to be submitted after the contract perfection of this contract.

shall form part of this contract.

Section 2
Responsibilities of TESDA

The **TESDA** shall

- a. provide direct training on the following learning areas/modules:
- a. Planning Training Session;
 - b. Facilitating Learning Session (with e-Learning);
 - c. Supervising Work-Based Learning;
 - d. Conducting Competency Assessment;
 - e. Maintaining Training Facilities; and
 - f. Utilizing Electronic Media in Facilitating Training.

and assess the participants after the training;

The training shall be from **October 15, 2024 to October 30, 2024 and November 18, 2024 to December 13, 2024**. The lecture and assessment shall be conducted at Red Hotel Inc., No. 627 Epifanio De Los Santos Avenue, Cubao, Quezon City.

The number of participants shall be 83 teachers who were selected in accordance with the qualifications prescribed in Regional Memorandum No. 453, s. 2024;

- b. provide the necessary tools, equipment, and training and learning materials to the participants;
- c. provide and award certificates to the participants after the end of the training; and
- d. do such other acts which are necessary and desirable to attain the responsibilities mentioned above.

Section 3
Responsibilities of the DepEd

The **DepEd** shall pay the amount of **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-FIVE PESOS ONLY (PhP1,275,295.00)** which will be paid to the following:

1. TESDA-LLDA Provincial Training Center ---- P384,125.00
2. Jacobo Z. Gonzales Memorial School
of Arts and Trades ----- P384,050.00
3. Rizal Provincial Technical Education and
Skills Development Center – Cainta ----- P507,045.00

Section 4
Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.



Section 5
Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 6
Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 7
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

Section 8
Other conditions of the contract

The **Service Provider** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.


**Department of Education
Region IV-A CALABARZON**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Technical Education and Skills
Development Authority (TESDA)
Region IV-A (CALABARZON)**


ARCHIE A. GRANDE, CESO III
Regional Director

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
Chief Education Supervisor, CLMD
DepEd Region IV-A CALABARZON

Republic of the Philippines
CITY OF BIÑAN S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of CITY OF BIÑAN, this 19 DEC 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Employee No. 4529876	_____
<u>Archie A. Grande</u>	_____	_____

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

This instrument, consisting of six pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Doc. No. ...332
Page No. ...60
Book No. ...X;
Series of 2024.

[Signature]
ATTY. ROBERICK C. LAURITO
Notary Public
Until December 31, 2025
Reg. of Attorneys No. 64215
IBP O.R. No. 385733 - January 2, 2024
Pasig City
PTR No. 2003159
January 2, 2024 - City of Biñan, Laguna
MCLE Compliance No. VII-0031158
Issued on December 29, 2023