



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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered is entered into this 1 AUG 01 2025 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**.

WITNESSETH

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 Sessions;
- 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.

WHEREAS, to attain this objective, DepEd will conduct the **Batch 5 Training on Trainers Methodology Level I and Competency Assessors' Accreditation for SHS-TVL, JHS-SPTVE, and JHS-TLE Teachers** on August 1, 2025 to September 30, 2025 via blended modality.



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



Certificate No. PNP QMS
22 93 0000

WHEREAS, the Agency-to-Agency agreement with TESDA for the conduct of Batch 5 Training on Trainers Methodology Level I and Competency Assessors' Accreditation for SHS-TVL, JHS-SPTVE, and JHS-TLE Teachers on August 1, 2024 to September 30, 2025 via blended modality has an Approved Budget for the Contract (ABC) in the amount of **ONE MILLION THREE HUNDRED SEVENTY THOUSAND THREE HUNDRED PESOS ONLY (Php1,370,300.00)**.

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 desirably 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 July 14, 2025, 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 to the following:

Name of TTI	Account Details	Particulars	TOTAL
TESDA-LLDA Provincial Training Center	Account Name: Laguna TC SSP Fund 161	Training cost for Trainer's Methodology Course level I COC 1 for 25 trainees	PhP151,925.00
	Account No.: 0242- 1125-39	Assessment Cost for Trainer's Methodology Course level I COC 1 for 25 trainees	PhP41,525.00
Jacob Z. Gonzales Memorial School of Arts and Trades	Account Name: Jacob Z. Gonzales MSAT - SSP	Training cost for Trainer's Methodology Course Level I for 25 trainees	PhP301,050.00
	Account No.: 2382-1013-51	Assessment cost for Trainer's Methodology Course Level I for 25 trainees	PhP83,075.00
Rizal Provincial Technical Education and Skills Development Center - Cainta	Account Name: TESDA RIZAL PROVINCIAL TECHNICAL EDUCATIONAL AND SKILLS DEVELOPMENT CENTER - CAINTA Account No.: 001402-1027-10	Training cost for Trainer's Methodology Course Level I COC 1 for 25 trainees	PhP151,925.00
		Assessment cost for Trainer's Methodology Course Level I COC 1 for 25 trainees	PhP41,525.00
		Assessment cost for Trainer's Methodology Course Level I COC 2 for 25 trainees	PhP5,965.00
		Assessment cost for Trainer's Methodology Course Level I COC 1 for 1 candidate	PhP1,662.00
Quezon National Agricultural School	Account Name: QNAS Miscellaneous	Training cost for Trainer's Methodology Course Level I COC 1 for 25 trainees	PhP151,925.00
	Account No.: 0212121673	Assessment cost for Trainer's Methodology Course Level I COC 1 for 25 candidate	PhP41,525.00

WHEREAS, 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 conduct of **Batch 5 Training on Trainers Methodology Level I and Competency Assessors' Accreditation for SHS-TVL, JHS-SPTVE, and JHS-TLE Teachers** on August 1, 2025 to September 30, 2025 in the total amount of **NINE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED TWO PESOS ONLY (PhP972,102.00)**. (Hereinafter called "the Contract Price").

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 TESDA 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) Collective Activity Proposal;
- d) Regional Memorandum No. 308 s. 2025;
- e) Letters dated June 25, 2025 and July 14, 2025; and
- f) 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;
 - f. Utilizing Electronic Media in Facilitating Training; and
 - g. Assess the participants after the training

The training shall be from **August 1, 2025 to September 30, 2025**. The lecture and assessment shall be conducted at Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort), Km. 41 A. Soriano Road, Brgy. Capipisa, Tanza, Cavite.

The number of participants shall be 100 teachers who were selected in accordance with the qualifications prescribed in Regional Memorandum No. 308 s. 2025.

- a. provide the necessary tools, equipment, and training and learning materials to the participants;
- b. provide and award certificates to the participants after the end of the training; and
- c. 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 total amount of **NINE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED TWO PESOS ONLY (Php972,102.00)** which will be paid to the following:

TESDA - Training Cost for 25 participants	-----	PhP151,925.00
TESDA - Assessment Fee for 25 participants	-----	PhP41,525.00
Jacobo Z. Gonzales MSAT - SSP - Training Cost for 25 participants	-----	PhP301,050.00
Jacobo Z. Gonzales MSAT - SSP - Assessment Fee for 25 participants	-----	PhP83,075.00
TESDA Rizal Provincial Technical Educational And Skills Development Center - Cainta - Training Cost for 25 participants	-----	PhP151,925.00
TESDA Rizal Provincial Technical Educational And Skills Development Center - Cainta - Assessment Fee for 25 participants	-----	PhP41,525.00
TESDA Rizal Provincial Technical Educational And Skills Development Center - Cainta - Assessment Fee for 25 participants	-----	PhP5,965.00
TESDA Rizal Provincial Technical Educational And Skills Development Center - Cainta - Assessment Fee for 1 candidate	-----	PhP1,662.00
QNAS Miscellaneous - Training Cost for 25 participants	-----	PhP151,925.00
QNAS Miscellaneous - Assessment Fee for 25 candidate	-----	PhP41,525.00

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 **Alternative Dispute Resolution (ADR) Clause**

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this

agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

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 11 2025 at QUEZON CITY, Philippines.


Department of Education
Region IV-A CALABARZON

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


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


ARCHIE A. GRANDE, CESO III
Regional Director

SIGNED IN THE PRESENCE OF:


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


Notary Public for Notary Public

Republic of the Philippines
S.S.

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, this
_____ personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Archie A. Grande</u>	<u>DepEd Office ID No. 3746</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 seven (7) 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. 369;
Page No. 73;
Book No. 62;
Series of 2024.2025

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2025
PTR No. 6989624 / January 2, 2025 Q.C.
IRP No. 461667 / October 29, 2024 Q.C.
Rol No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-24-2024
ADM. MATTER No. NP-024 (2024-2025)
TIN No. 131-942-754