

**COLEGIO DE MONTALBAN**  
Kasiglahan Village, San Jose, Rodriguez, Rizal

**ON – THE – JOB TRAINING PROGRAM**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement made and entered into in Rodriguez, Rizal this 28 day of March 2023 by and between:

**COLEGIO de MONTALBAN** an Educational Institution duly recognized and authorized to operate by the Commission on Higher Education (CHED) and Technical Education and Skills Development Authority (TESDA) with principal office at Kasiglahan Village, San Jose, Rodriguez, Rizal, herein represented by its President, **LUZVIMINDA GUDA MOYANO Ph.D., LPT** and hereinafter referred to as the **INSTITUTION**.

and

**LAND TRANSPORTATION OFFICE**, with principal office at LTO C.O. East ave. Quezon City herein represented by its Officer-in-charge in Human Resource Development Section, **LADIE LYN G. FUDERANAN** and hereinafter referred to as the **AUTHORITY**.

**- WITNESSETH -**

**WHEREAS**, Republic Act No. 1826 otherwise known as the "National Apprenticeship Act", as amended by the Presidential Decrees Nos. 173 and 442, mandated public and Private institutions to participate in the development of manpower towards the development of the national economy;

**WHEREAS**, apprenticeship has become an integral part of the course curriculum and pre-requisite for graduation in all schools in the country;

**WHEREAS**, the INSTITUTION has sought the assistance of various agencies in providing apprenticeship as required by their regular courses; and

**WHEREAS**, the INSTITUTION offered to provide the AUTHORITY with their students for apprenticeship as required by their regular courses; and

**WHEREAS**, the AUTHORITY has accepted the offer of the INSTITUTION to assist in providing appropriate and meaningful apprenticeship to their students.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants undertakings herein set forth, the parties hereto agreed and do hereby bind them as follows:

a. Responsibilities of the Authority

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LUZVIMINDA GUDA MOYANO Ph.D., LPT  
President

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WITNESS


CdM

Engr. Medilyn Elena M. Almadan

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WITNESS


LAND TRANSPORTATION OFFICE

1. The AUTHORITY shall provide the program guidelines, mechanics, procedure, forms and other papers necessary to implement the apprenticeship program.
  2. The AUTHORITY shall notify the accredited educational institutions of the manpower requirements which could be met by apprentices and invite through the responsible school official, students who may be qualified and interested to join the program.
  3. The AUTHORITY shall undertake the training of the apprentices through work assignments in its various offices and projects which training shall include among the other things, orientation on COMMISSION ON AUDIT (COA) and its projects on-the-job instructions and actual work assignments.
  4. The AUTHORITY shall defray the cost of apprenticeship which includes its facilities, equipment, supplies and other instructional materials necessary in the conduct of the training. In no case, however, will the Authority be held responsible for any claims or benefits arising from any injuries or accidents that the student-apprentice shall suffer in the course of the apprenticeship program in the Authority.
  5. The AUTHORITY shall monitor the program of training of the apprentices; evaluate and rate their performance of the conclusion of their training, issue certification of completions, and furnish copies of progress report and certificate of completion.
- b. Responsibilities of the Institution
1. The INSTITUTION shall allow the AUTHORITY to promote the NHS Apprenticeship program among its students through the appropriate media, provide access to its facilities necessary thereto and invite through the responsible school officials and students who may be qualified and interested to join the program.
  2. The INSTITUTION shall in coordination with the representative of the AUTHORITY make or cause the evaluation of applying students, using the evaluation prescribed guidelines and forms, and refer to the AUTHORITY those students qualified for apprenticeship through a formal letter attaching thereto their pertinent data and evaluation results.
  3. The INSTITUTION shall recommend to the AUTHORITY such additional evaluation factors and instruments to supplement the evaluation system to be provided by the AUTHORITY under the program.
  4. The INSTITUTION shall coordinate with the authority on all aspects of the training of the apprentices and shall attend all meetings and conferences called for the purpose of the AUTHORITY.
  5. The INSTITUTION shall carry out upon recommendation of the AUTHORITY appropriate disciplinary actions on misconducts and violations of COMMISSION ON AUDIT (COA) office rules and regulations committed by the apprentice during the training period within the premises and projects of the AUTHORITY.

  
LUZVIMINDA GUDA MOYANO Ph.D., LPT  
President

  
WITNESS

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WITNESS  
LAND TRANSPORTATION OFFICE



6. The INSTITUTION shall see to it that their students observe and comply with the duties and responsibilities as apprentices of the AUTHORITY such as:

- a. The student applying for apprenticeship shall fill up the required application form, submit all requirements for application and present themselves for evaluation to be undertaken by the responsible school official in coordination with the representatives of the AUTHORITY.
- b. The student-apprentices shall, before they commence officially their training, shall sign in the letter of acceptance to be issued by the AUTHORITY signifying their conformity with their willingness and readiness to abide by the terms and conditions of their apprenticeship, provided that, (if the apprentice is below 18 years of age, he shall likewise secure the signature of his guardian or responsible school official).
- c. The apprentices shall observe all office rules and regulations as determined by the AUTHORITY such as regular working hours, attendance, proper decorum, etc.
- d. The apprentices shall complete the number of training hours prescribed for their apprenticeship and shall perform their assigned tasks during his/her training conscientiously, diligently, and to the best of their abilities.

c. Qualifications of an Apprentice

To qualify as an apprentice, an applicant shall:


1. Be at least eighteen (18) years of age provided that those who are at least fifteen (15) years of age but less than eighteen may be eligible for apprenticeship only in non-hazardous occupations;
2. Be physically fit for the occupation in which he/she desired to be trained.
3. Possess vocational aptitude and capacity for the particular occupation as established through appropriate tests; and;
4. Possess the ability to comprehend and follow oral and written instructions.

d. Termination of Apprenticeship Agreement

The apprenticeship agreement may be terminated only for the following causes:


By the Authority

1. Habitual absenteeism in on-the-job training and related theoretical instructions;
2. Willful disobedience of rules of the Authority or insubordination to lawful order of a superior;

  
LUZVIMINDA GUDA MOYANO Ph.D., LPT  
President

  
WITNESS

CdM

  
Medilyn Elora M. Almazan

  
WITNESS  
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3. Poor health condition; permanently disability or prolonged illness which incapacitates the apprentice from working;
4. Theft or malicious destruction of property and/or equipment of the Authority;
5. Poor efficiency in performance on the job for prolonged period despite warnings duly given to the apprentice; and;
6. Engaging in violence or other forms of gross misconduct inside the Authority's premises.

By the Apprentice

1. Substandard or deleterious working conditions within the Authority's premises;
2. Repeated violations by the Authority of the apprenticeship agreement;
3. Cruel or inhuman treatment by the Authority's management and subordinates;
4. Personal problems which in the opinion of the apprentice shall prevent him from a satisfactory performance of his/her job; and
5. Bad health or continuing illness.

This Memorandum of Agreement takes effect upon the signing of the same by both parties and shall remain valid full force and effect for one year unless terminated by either or both parties within 15-day written notice to the other party prior to termination.

**IN WITNESS WHEREOF**, the parties have hereunto signed this Memorandum of Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ at Rodriguez, Rizal.

**COLEGIO de MONTALBAN**

By:

**LUZVIMINDA GUDA MOYANO Ph.D., LPT**  
President  
Colegio de Montalban  
Rodriguez, Rizal

**LAND TRANSPORTATION OFFICE**

**LADIE LYN G. FUDERANAN**  
OIC, Human Resource Development  
Section  
Land Transportation Office  
LTO C.O. East Ave. Quezon City

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
AUTHORITY (LAND TRANSPORTATION OFFICE)  
\_\_\_\_\_  
LUZVIMINDA GUDA MOYANO Ph.D., LPT  
President

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WITNESS  
CdM  
Egr. Medilyn Elena M. Almazan

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INSTITUTION (CdM)  
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WITNESS  
LAND TRANSPORTATION OFFICE



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
Rodriguez, Rizal ) S.S

BEFORE ME, a Notary Public for and in Rodriguez, Rizal, Philippines, personally appeared **LUZVIMINDA GUDA MOYANO Ph.D., LPT** with Tax Identification Number \_\_\_\_\_ in her capacity as President, of the **Colegio de Montalban** and **MS. LADIE LYN G. FUDERANAN** with Tax Identification Number \_\_\_\_\_ in her capacity as Officer-in-charge, Human Resource Development Section of the **LAND TRANSPORTATION OFFICE** known to me and known to be as same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This document consisting of five (5) pages, including this page wherein the notarial acknowledgement is written, signed by the parties and their witnesses and affixed with my notarial seal of each page hereof, refers to the Memorandum of Agreement by the **AUTHORITY** and the **INSTITUTION**

Witness with my hand and seal at Rodriguez, Rizal this \_\_\_\_ day of \_\_\_\_\_  
2023.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series No. \_\_\_\_\_

\_\_\_\_\_  
LUZVIMINDA GUDA MOYANO Ph.D., LPT  
President

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**WITNESS**  
CdM  
Engr. Medilyn Elena M. Almazan

\_\_\_\_\_  
**WITNESS**  
LAND TRANSPORTATION OFFICE