



Envirocycling Fiber, Incorporated

## **TRAINING AGREEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

This agreement made and entered into this 13<sup>th</sup> day of March, 2017, at Mabalacat, Pampanga by and between :

**Envirocycling Fiber, Incorporated**, a corporation duly organized and existing under the laws of the Philippines, with office address at TECO Industrial Park, Ninoy Aquino Highway, Mabalacat City, Pampanga, duly represented by its **General Manager, Luisa Lorna Regala**, hereinafter referred to as the EMPLOYER.

- and -

**Niño Benedict Calaguas**, of legal age, Filipino, with postal address at Sta. Cruz, Magalang, Pampanga hereinafter referred to as the **EMPLOYEE**.

WITNESSETH : That

WHEREAS, the **EMPLOYEE** is currently employed by the EMPLOYER as **BRANCH HEAD**:

WHEREAS, the **EMPLOYER** as part of its employee development program encourages and supports qualified employees to undergo training programs for qualified employees ;

WHEREAS, the **EMPLOYER** has selected the **EMPLOYEE** to undergo the training program and the EMPLOYEE has agreed to it under the terms and conditions stated below.

NOW, THEREFORE, for and in consideration of the foregoing premises and stipulations hereinafter contained, the parties herein have mutually covenanted and agreed as follows :

1. The **EMPLOYER** shall send the **EMPLOYEE** to the training program listed below. Details as follows:

**Training Title** : STANDARD FIRST AID AND BASIC LIFE SUPPORT  
**Training Vendor** : TIPCO-OHSD  
**Date/s of the Training** : MARCH 13-17, 2017  
**Training Venue** : BAHAY KUBO  
**Total Training Hours** : 40 HOURS  
**Training Fee** : PHP 2910.00

Note: The amount indicated excludes other expenses which may be incurred during the training such as hotel accommodation, meals, transportation, etc.

2. The **EMPLOYEE** shall continue to receive his / her basic pay and allowances, if any, during the period he / she is on training and such shall be considered part of the training cost.
3. The **EMPLOYER** shall shoulder the training fee, all related training costs and other incidental expenses in accordance with the **EMPLOYER'S** training policies.
4. The **EMPLOYEE** shall behave in a manner as not to bring disgrace or dishonor to himself/herself, the EMPLOYER or to the country.



5. All materials provided to the **EMPLOYEE** during the training belong to the **EMPLOYER** and said materials shall be declared in the post training report form to be submitted. The **EMPLOYEE** may safekeep materials and certificate acquired from the training attended. However, he / she may, on demand by the Company, submit such or copies of such. Upon separation from the Company, said materials shall be surrendered as pre-requisite for clearance purposes.
6. The **EMPLOYER** shall not be responsible for any injury or damages caused, committed or incurred by the **EMPLOYEE** while on training on account of his / her own fault, negligence or conduct which goes beyond or outside the scope of his / her assigned duties and / or responsibilities as Employee-Trainee.
7. In consideration for the **EMPLOYER'S** paying all the training costs, the **EMPLOYEE** agrees to fully and conscientiously devote the knowledge and skills which he / she will acquire in the course of the training for the sole benefit of the **EMPLOYER**. Accordingly, the **EMPLOYEE** shall be required to render active service to the **EMPLOYER** for a period of **SIX (6) MONTHS** on a continuous basis reckoned from the date of completion of the training period.

In the event the **EMPLOYEE** has remaining unserved services commitment/s from previous training/s, the service required for this agreement shall be added to the remaining unserved service commitments.

Moreover, under the Training Policy, low cost trainings attended in succession within a period of two (2) quarters shall be covered with a Training Agreement when the aggregate costs of such trainings fall within the prescribed service agreements based on the cost of the training.

As in your case, please take note of the following:

<u>Training/s</u>	<u>Date/s</u>	<u>Cost</u>	<u>Training Agreement</u>	<u>Coverage</u>	
				<u>From</u>	<u>To</u>
STANDARD FIRST AID AND BASIC LIFE SUPPORT	3/13- 17/2017	Php 2910.00	6 MONTHS	3/18/17	09/17/17

Your service commitment will therefore be up to **SEPTEMBER 17, 2017.**

8. That the **EMPLOYER** has the sole prerogative to determine and assign the position that the **EMPLOYEE** shall assume upon completion of the training. The **EMPLOYEE** shall remain in the said position until he / she has completed the service commitment except when the change in position is decided upon by the **EMPLOYER**. In which case, the **EMPLOYEE** shall still be considered to have complied with the service commitment notwithstanding the fact that there has been a change in the position assignment.
9. That the service commitment is without prejudice to the **EMPLOYER'S** right to terminate the service of the **EMPLOYEE** if warranted. If the termination of the **EMPLOYEE** is for cause, then he shall be obligated to reimburse the **EMPLOYER** the full cost of the training and related expenses. Any remaining money or cash benefits of the **EMPLOYEE** shall be applied against such obligation. If the cause of termination is due to project completion, redundancy, the installation of labor saving devices, death and permanent disability of the **EMPLOYEE**, the commitment shall be waived by the **EMPLOYER**.
10. If the **EMPLOYEE** resigns from the **EMPLOYER** before the completion of the service commitment, the **EMPLOYEE** shall be obligated to pay the **EMPLOYER** the proportionate cost of the training and related expenses for the unserved period.
11. The **EMPLOYEE** shall bind and commit to give best efforts and full interest and attention to the training, and to complete the training program in accordance with the




requirements of the **EMPLOYER**. In the event that the **EMPLOYEE** fails to finish the training without valid reason, as evaluated by the **EMPLOYER**, the **EMPLOYEE** shall be obligated to pay the **EMPLOYER** whatever amount it has already spent for the **EMPLOYEE'S** training.

12. The **EMPLOYER** reserves the right to terminate the training for such reasons that are deemed justified by the **EMPLOYER** without any obligations on the part of the **EMPLOYER** other than to return the **EMPLOYEE** to his / her home base.
13. This agreement shall take effect on the first day of the training.
14. Except as otherwise provided herein or as may be amended by this agreement, the terms and conditions of this training agreement shall continue to be in full force and effect. Any litigation arising out of this agreement shall be litigated in the proper court of the City of Angeles. The party adjudged to be in violation of this agreement hereby agrees to pay the amount equivalent to twenty five percent (25%) of the total cost sought to be recovered but no case lower than Ten Thousand Pesos, and by way of attorney's fees.

IN WITNESS WHEREOF, the parties herein have hereunto set their hand at the place and date first above-written.

  
Envirocycling Fiber, Incorporated  
**EMPLOYER**

  
Niño Benedict Calaguas  
**EMPLOYEE**

By:

**Luisa Lorna Regala**

Signed in the presence of :

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## ACKNOWLEDGEMENT

Republic of the Philippines )  
Mabalacat, Pampanga ) S.S

BEFORE ME, Notary Public for and in the above jurisdiction, personally appeared to the following persons, exhibiting to me their respective Community Tax Certificates, as follows :

<u>NAME</u>	<u>SOCIAL SECURITY NUMBER</u>
<u>Luisa Lorna Regala</u>	<u>SSS#</u>
<u></u>	<u>SSS#</u>

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 free and voluntary act and deed as well as the free and voluntary act and deed of the corporation and agencies represented.

This instrument refers to a Training Agreement consisting of four (4) pages including the page on which this acknowledgement is written.

IN WITNESS THEREOF, I have hereunto set my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Angeles City, Philippines.

**NOTARY PUBLIC**

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