**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and executed by and between: **JOHN BUCO COLEGIO DE JIMENEZ INC.** a non-stock, non-profit foundation engaged in technical vocational training duly registered with the Securities and Exchange Commission with school address located at Purok Lanzones, Dicoloc, Jimenez, Misamis Occidental Philippines represented in this act by its ***PRESIDENT, HELEN Q. LIMQUIMBO****,* and hereafter referred to as the **TRAINING CENTER;**

and

**RURAL BANK OF JIMENEZ** a corporation duly organized and existing under and by the virtue of the Republic of the Philippines with principal office located at **Rizal, Jimenez, Misamis Occidental** , represented by its duly authorized ***LIWAYWAY L. AZCONA****,* and hereafter referred to as herein duly represented and hereinafter referred to as the **COMPANY**.

**WITNESSETH THAT**

**WHEREAS,** the Dual Training System is an instructional delivery system of technical vocational education and training that combines in-plant and in-school training based on the training plan collaboratively designed and implemented by an accredited educational institution and business establishment in accordance with RA 7686, also known as the DTS Act of 1994;

**WHEREAS, JOHN BUCO COLEGIO DE JIMENEZ INC.** is conducting a TESDA-registered program on BOOKKEEPPING NC III and has the capacity to implement in-school aspect of the training given its TESDA accreditation, extensive experience, trained personnel, facilities and equipment, and technical qualifications as required for under the Dual Training System;

**WHEREAS, RURAL BANK OF JIMENEZ** has the technology, facilities, equipment and government accreditation to carry out the in-plant training of the DTS trainees of **TRAINING CENTER;**

**WHEREAS,** both parties recognize the need for a joint effort towards the promotion of the Dual Training System in the country through programs that make industry-responsive education and skills training accessible to the Filipino youth as a stem in nation-building thereby improving productivity and improving lives;

**NOW, THEREFORE,** for and in consideration of the foregoing premises and subject to conditions hereunder set forth the parties involved hereby agree as follows:

**1. GENERAL PROVISION**

1. The Dual Training System is a training partnership between **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ** The **JOHN BUCO COLEGIO DE JIMENEZ INC.** is not a contractor, sub-contractor or a manpower agency serving **RURAL BANK OF JIMENEZ** as a principal.
   1. The trainee falls under the category of a student of **JOHN BUCO COLEGIO DE JIMENEZ INC.** No employee-employer relationship exists nor shall in any manner is regarded to exist between the trainees and **RURAL BANK OF JIMENEZ** or between the trainee and **TRAINING CENTER.**
   2. The duration of the Bookkeeping course is for a total of 292 hours of which the nominal duration of 292 hours for the school training and 40 hours for the in-plant training. The maximum daily training hours of eight (8) hours a day shall be observed and shall be rendered between 6:00AM and 10:00PM.
   3. The trainee will be governed by provisions in **JOHN BUCO COLEGIO DE JIMENEZ INC.** Student Handbook wherein the salient and applicable provisions of the **RURAL BANK OF JIMENEZ.** Rules and Regulations and Code of Discipline and Conduct are included.
   4. That in as much as the students fall under the category of a Trainee, **JOHN BUCO COLEGIO DE JIMENEZ INC.** shall impose the necessary disciplinary action on the Trainees when required, subject to due process, depending on the attendant circumstances.
   5. In accordance with the Amended DTS Implementing Rules and Regulations. Trainees shall be enrolled in a group insurance by **JOHN BUCO COLEGIO DE JIMENEZ INC.**
   6. **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ** jointly declare that there may be attendant risk to health and safety of the Trainee in the conduct of training in the real environment. However, the attendant risks are properly addressed and mitigated, if not totally eliminated by the health and safety procedure, including the proper use of personal protective equipment, provided

the Trainees are diligent and conscientious in observing those established health and safety procedures, including the proper use of issued protective equipment **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ** shall not be held responsible for any action/responsibility, claim, account, damage either in law or equity, including but not limited to all claims or suit for compensation, for injuries or sickness arising from and in the course of the training except as those that are covered by the group insurance policy.

* 1. The liability of **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ ,** in case of injury and/or death of the Trainee during the training, whether in-school or in-plant shall solely be due to accident and shall be limited to the amount of the group accident insurance coverage. And **RURAL BANK OF JIMENEZ** shall be free from any liability or claim that may arise from sickness that a trainee may experience during the course of the training. However, reasonable primary care and emergency services will be provided be the designated health service facility of **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ** while the trainee is on training.
  2. A Training Agreement shall be signed between the **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ** and each Trainee and with the consent of their parent or guardian in case of minor before the commencement of the DTS Training wherein the terms and conditions are specified. The Training Agreement shall be specified in ANNEX "B": Training Agreement.
  3. The detailed screening and admission criteria which will be used in orienting and qualifying the acceptance of trainees for the program as mutually agreed upon by **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ.**
  4. Upon graduation and successful completion of the Trainee of his/her training and accomplishment of clearance of no financial, property and document accountability to **JOHN BUCO COLEGIO DE JIMENEZ INC.** and **RURAL BANK OF JIMENEZ,** at its sole option, may have the privilege of first offer for employment to the Trainee for an appropriate position at the **RURAL BANK OF JIMENEZ** for the appropriate full pay based on the standard of the **RURAL BANK OF JIMENEZ.** No trainee

shall be absorbed by **RURAL BANK OF JIMENEZ** for employment during the course of training.

**2. RESPONSIBILITIES OF TRAINING CENTER**

2.1 Ensure that the provisions of this agreement are properly implemented and coordinated with the **RURAL BANK OF JIMENEZ** for the purpose of ensuring high standard of training under the Dual Training System.

2.2 Provide specific, general and occupational-related theoretical instruction, education and practical skills training, values and human formation, and training on the basic, common and core competencies on (Program ­VVTR/NTR/BUNDLED).

2.3 To submit to TESDA the prescribed report in the implementation of the DTS Program.

2.4 Design, implement, coordinate, evaluate and constantly develop the training plan jointly with the **RURAL BANK OF JIMENEZ.**

2.5 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall enroll the Trainees in a group accident insurance policy coverage effective on the start of their training.

2.6 Screen and qualify the trainee who will undergo training in accordance with **JOHN BUCO COLEGIO DE JIMENEZ, INC.** prepared criteria.

2.7 Distribute to the trainees on a semi-monthly basis the allowance received from the **RURAL BANK OF JIMENEZ.**

2.8 To e*n*sure that high quality of instruction and training is carried out during the in-school training, it shall willingly submit itself to periodic audit by the **RURAL BANK OF JIMENEZ** following a schedule and audit procedures mutually agreed by the parties. Further, the **RURAL BANK OF JIMENEZ** shall willingly submit to the periodic audit of TESDA.

2.9 Assign qualified coordinators who will closely monitor the Trainees' performance and discipline at the **RURAL BANK OF JIMENEZ.** The Industrial Coordinator will keep the trainees' performance log and will closely coordinate with the **RURAL BANK OF JIMENEZ** designated Training Coordinator in addressing the performance and discipline concern of the Trainees.

2.10 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** having the supervisory jurisdiction over the Trainees shall impose necessary disciplinary action to the Trainees through its Committee on Discipline while observing due process at all times.

2.11 In the event that the Trainees commit an offense during the course of his/her training at the **RURAL BANK OF JIMENEZ ,** the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall inform the **RURAL BANK OF JIMENEZ** from time to time as circumstances warrant as to the progress of the action taken against the Trainee.

2.12 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** may pullout any trainee from the **RURAL BANK OF JIMENEZ** on reasonable grounds after a written notice of such pullout. The written notice shall take effect immediately upon receipt of notice by the **COMPANY.**

The reasonable grounds that may terminate the training program of the **RURAL BANK OF JIMENEZ** are the following:

1. Substandard or deleterious working conditions within the Company premises;
2. Repeated violations by the Company on the terms of the Training Agreement; and
3. Cruel or inhuman treatment by the Company.

2.13 Issue the Certificate of Training and other graduation credentials to the trainee upon completion of the training program and to distribute the Certificate of In-Plant Training issued by the **RURAL BANK OF JIMENEZ** to the Trainees upon accomplishment of The trainee of his/her clearance of no financial, property and documentary obligation and accountability to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**

**3. RESPONSIBILITIES OF THE COMPANY**

3.. 1 Cooperate to ensure that the provisions of this agreement are properly implemented and coordinated with **JOHN BUCO COLEGIO DE JIMENEZ, INC.** for the purpose of ensuring high standards of training under the Dual Training System.

3.. 2 Cooperate to ensure that the trainees will acquire the necessary abilities, values and knowledge in accordance with the approved training plan.

3..3 Design, implement, coordinate and evaluate and constantly develop the training plan jointly prepared by the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and the **RURAL BANK OF JIMENEZ.**

3.. 4 Make available, free of charge, the consumable materials and basic hand tools and equipment necessary during the period of training except for those that may be provided by the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**as mutually agreed upon.

3.5 Issue Personal Protective Equipment (PPE) to the Trainees to be worn during the In-Plant Training period.

3. 6 Designate a qualified Training Coordinator to implement the training plan to fulfill the goal of DTS and who will closely coordinate with the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** designated Industry Coordinator in monitoring the Trainees' performance during the In-Plant Training.

3.7 Allow the Trainees to attend the industrial values formation class which could be held inside the **RURAL BANK OF JIMENEZ** premises at a schedule mutually agreed between **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and **RURAL BANK OF JIMENEZ.** Further, to allow the trainee to visit the school at least once a month at a mutually agreed schedule.

3.8 Provide certification, if applicable, to the Trainees who would be assigned to special processes covered in the jointly approved training plan.

3.9 The **RURAL BANK OF JIMENEZ** shall issue individual Certificate of In-Plant Training to The Trainees whether they have successfully completed the training or not. However, the **RURAL BANK OF JIMENEZ** may indicate the reason why the Trainee was no able to complete the In-Plant training period and cover the actual duration of the industry training.

3.10 The COMPANY's authorized representative shall accomplish the monthly performance evaluation summary of trainees on a per batch basis which would be submitted to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**  Industry Coordinator at the end of each month.

3.11 The Training Coordinator and the Human Resource Department shall report in writing to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** when there are performance and discipline

concerns with the Trainees. All accidents involving Trainees shall be properly documented in line with the due process requirements.

3.12 Allow the Industry Coordinator to be present when it conducts hearing and investigation wherein a Trainee is involved in any case that would warrant the **RURAL BANK OF JIMENEZ** investigation.

3.13 Provide emergency medical care and health services to the Trainees undergoing In-Plant Training that need medical attention.

3.14 The **RURAL BANK OF JIMENEZ** shall willingly submit to the pre-scheduled audit and inspection of TESDA as may be required.

3.15 Remit to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** the Training Allowance equivalent to at least seventy-five percent (75%) of the applicable minimum daily wage per student per month.

3.16 The **RURAL BANK OF JIMENEZ** reserves the right to refuse acceptance of any trainee nominated or recommended by the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and discontinue the training of any such trainee on reasonable grounds after written notice to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**  The reasonable grounds that may terminate the trainees' are the following:

1. Habitual absenteeism from the in-plant and related theoretical instructions;
2. Willful disobedience of company rules or insubordination to lawful order of a superior;
3. Poor physical condition or prolonged illness which incapacitates the trainee from performing training activities;
4. Theft or malicious destruction of the **RURAL BANK OF JIMENEZ** property or equipment;
5. Unsatisfactory performance rating within two rating periods;
6. Engaging in violence or other forms of gross misconduct inside the **RURAL BANK OF JIMENEZ** ‘premises.

**4.** JOINT RESPONSIBILITIES OF THE **JOHN BUCO COLEGIO DE JIMENEZ, INC.**  AND THE **RURAL BANK OF JIMENEZ**

4.1 Jointly ensure that the training and work area and procedure are compliant with the high safety and health standard, and that the personal protective equipment are provided and used in the course of training, provided that the Trainees undertake to comply with the standard operating procedure and other established health and safety protocols.

4.2 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and the **RURAL BANK OF JIMENEZ** will share its human and material resources towards upgrading and continuous implementation of the program, methodology, its personnel and Trainers thereby improving the quality and productivity of both institutions.

4.3 Jointly ensure that all concerns reported by the Trainees to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**  through the Industry Coordinator and/or Committee on Discipline covering infraction under the **RURAL BANK OF JIMENEZ** Code of Discipline, Good Manufacturing Processes, and Safety Rules will be properly addressed following the established due process and the report of action taken by the Human Resource Department of the **RURAL BANK OF JIMENEZ** will be forwarded to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** officials.

4.4Incidents involving Trainee/s which affect quality and productivity will be jointly handled by the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and the **RURAL BANK OF JIMENEZ** proactively in order to come up with a solution that would avoid the repetition of the same incident as well as preventing the occurrence of new incidents.

4.5 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.**  and the **RURAL BANK OF JIMENEZ** mutually agree that the parties will not accept any employee/s or former employee/s of each institution that would be applying for any position unless there is an explicit consent and documented endorsement from the other party.

4.6 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and the **RURAL BANK OF JIMENEZ** shall jointly ensure that their employees treat their counterpart with utmost respect and professional courtesy to constantly promote harmonious working relationship as partners.

1. TRANSFER OF TECHNOLOGY, MATERIALS, TRAINING MATERIALS, TOOLS AND EQUIPMENT

5.1 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall share the responsibility of providing the Trainee with the best possible job qualifications through practical training and by securing an adequate level of specific, general and occupation-related theoretical instruction.

5.2 The **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall utilize appropriate materials, training, materials, tools and equipment used in the industry.

1. TRAINEE REQUIREMENT

6.1 The **RURAL BANK OF JIMENEZ** will provide the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** its annual trainee demand forecast to determine the specific number of trainees to be deployed by

the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** to the **COMPANY** at a given period to allow the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** to program its training schedule.

6.2 In the event of sudden downsize in production, the **RURAL BANK OF JIMENEZ:**

6.2.1 Will advise **JOHN BUCO COLEGIO DE JIMENEZ, INC.** at least one month in advance in order to program the schedule of the trainees undergoing the in-school training which may be affected by the production downsizing in the event that this would not be possible after exhausting all practicable means.

6.2.2 will exercise all means necessary and practically feasible for the trainees who are having their in-plant trainees to minimize, if not totally prevent, those trainees who will be affected by the production downsizing in the event that this would not be possible after exhausting all practicable means.

6.2.3 A trainee may not transfer to any other industry partner as long as said trainee is enrolled in the COMPANY, except for cases wherein the COMPANY decides to shorten the training period due to sudden downsizing of production or other acceptable reasons and provided that the COMPANY shall give its written consent to the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** to authorize the transfer of trainee/s to other Industry Partners of the **JOHN BUCO COLEGIO DE JIMENEZ, INC.**

1. MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE PROVISION The parties shall not at any time or manner, either directly or indirectly, reveal, disclose or communicate to any person, firm or corporation, either in written, oral, visual, audio, or those produced by electronic media, or through any other means, any information relating to the product, business or trade of the parties and the implementation of the DTS program which has come to its knowledge by reason of this undertaking.
2. ASSIGNMENT

The parties shall not assign, transfer, pledge or make other disposition of present Memorandum of Agreement or any part thereof or of any of their rights, claims, or obligations, under the present Memorandum of Agreement except with the prior written approval of the other party. Any of the aforementioned actions taken without such written approval shall not be valid.

1. NON-WAIVER

Any waiver by a Party of a breach of provision of this Memorandum of Agreement shall not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Memorandum of Agreement. A failure by a Party to insist upon strict adherence to said terms or any of the term of this Memorandum of Agreement. Any waiver must be in writing and signed by the party whom enforcement is sought.

1. NON-ESTABLISHMENT OF LEGAL PARTNERSHIP

Nothing in this Memorandum of Agreement shall be construed as establishing a legal partnership, join venture, agency, or other similar relationship between the Parties. Neither anyone in their respective employ, shall be considered an official, member of the staff or agent of either the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** or the COMPANY and shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** or the **RURAL BANK OF JIMENEZ** any expenditure or other obligations.

11. AMENDMENT

Any amendments to, modifications and/or revision of this Agreement, in whole or in part, maybe made upon the initiative of the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** or the **RURAL BANK OF JIMENEZ** and shall be valid and binding upon the written consent of the parties to the Agreement.

12. DISPUTE RESOLUTION

12.1 Alternative Dispute Resolution and Venue. In case of dispute. the parties agrees to exhaust all means of alternative dispute resolution including direct negotiation, mediation, and arbitration and in case of failure of the alternative dispute resolution procedures, to submit to the exclusive jurisdiction of the court of law in Jimenez, Misamis, Occidental.

12.2 Settlement of Disputes. In the event of a dispute, controversy or claim arising out of or relating to the Memorandum of Agreement in the non­observance, termination or invalidity thereof, the Parties shall use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date of a Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify, it shall be resolved through consultation between the Executive heads of the Parties of their duly authorized representatives. Each Party shall give full and sympathetic consideration to any

Proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum of Agreement.

1. NON-COMPETING PROVISION

13.1 In the implementation of the DTS program, the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall not engage in any partnership with any industry that is in direct competition with the interest or product of the **RURAL BANK OF JIMENEZ** without its written consent. This provision exempts existing Industry partnership of the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** prior to the signing of this Agreement. However, the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** shall strictly protect the interest and confidentiality of both Industry partners.

13.2 In the implementation of the DTS program, the **RURAL BANK OF JIMENEZ** shall not engage in any partnership with any academic institution or any similar entity that is direct competition with the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** without approval of TESDA.

13.3 That this non-competing provision will be binding between the **JOHN BUCO COLEGIO DE JIMENEZ, INC.** and the **RURAL BANK OF JIMENEZ** during the validity of this Agreement and to continue for a maximum period of three (3) years after the termination of this Agreement.

1.4 GOVERNING LAW

This Agreement and other documents required hereunder shall be governed and construed, in all respects, by the laws of the Republic of the Philippines.

1.5 SEPARABILITY

In case of any provision of this Agreement is adjusted unlawful or unconditional by a final of a competent court, the other provisions shall remain to be valid and effective.

1.6 EFFECTIVITY

This Agreement shall take effect immediately upon hereof, and shall continue for the Academic Year 2022 this the last provision of the permit. Either party may terminate this Agreement at any time by

serving a written notice indicating the compelling reason for termination to the other thirty (30) days prior the intended date of termination.

IN WITNESS WHEREOF, the parties have signed this AGREEEMENT on the date first herein above written in Adventist Technological Institute.

**RURAL BANK OF JIMENEZ JOHN BUCO COLEGIO DE JIMENEZ, INC.**

**LIWAYWAY L. AZCONA, CPA ATCHAREYA D. BUCO, RN**

Manager TVI Head

**Witnesses:**

**DENMARK S. MACALISANG, EdD DARWIN S. MACALISANG**

ATI TVI Representative ATI UTPRAS

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES)

BEFORE ME, a NOTARY Public, for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Personally appeared:

NAMES COMM. TAX CERT. NO. DATE/PLACED ISSUED

TRAINING CENTER

BY:

ATCHAREYA D. BUCO, RN 412-277-438-000 BUTUAY, JIMENEZ, MIS OCC.

COMPANY

BY:

LIWAYWAY L. AZCONA, CPA 119-011-757-000 RIZAL, JIMENEZ, MIS OCC.

Known to me the same persons who executed the foregoing instrument entitled Memorandum of Agreement signed by the parties and their instrumental witnesses at the foot and the left hand margin on each and every page and acknowledged to me the same is their free and voluntary deed. This instrument consist of twelve (12) pages including this page wherein this Acknowledgement is written.

**WITNESS MY HAND AND SEAL this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

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**Series of 2019.**