TESDA CIRCULAR

Subject: Revised Operational Guidelines in the Implementation of Dual Training System (DTS) under the Amended DTS-IRR		**Number** 054, **Series of 2019** **Page 1 of 14 pages**
Date Issued:	**Effectivity:**	**Supersedes:**
June 6, 2019	As indicated	TESDA Circular No. 31, Series of 2012 –Guidelines in the Implementation of Dual Training System (DTS) and Dualized Training Program (DTP)

In the interest of the service and in pursuit of the agency's efforts to further strengthen and expand the Dual Training System (DTS) as the preferred mode of instructional delivery system of Technical and Vocational Education and Training (TVET) under the Enterprise-based Training Program, the following Operational Guidelines is hereby issued:

I. GENERAL GUIDELINES

The Dual Training System (DTS) shall be implemented pursuant to the provisions of the following laws:

1. Section 4 of Rule VI of Republic Act No. 7796, otherwise known as the Technical Education and Skills Development Act of 1994, which states that "TESDA shall implement Republic Act. No. 7686, otherwise known as the Dual Training System (DTS) Act of 1994", and lend support and encourage increasing utilization of the Dual Training System as provided for in the aforementioned Act;

2. Republic Act No. 7686, otherwise known as the Dual Training System (DTS) Act of 1994; and

3. Amended Dual Training System-Implementing Rules and Regulations.

II. Objectives

The objectives of the Dual Training System Act are:

a) To encourage the utilization of the DTS by duly accredited Establishments in partnership with public and private TVET providers;

b) To encourage increasing levels of investment in TVET especially in the rural areas by coming up with incentive mechanism for public and private sectors involvement/engagement;

c) To enhance the employability and productivity of TVET graduates by equipping them with analytical and creative thinking and problem-solving abilities; manipulative competencies which meet qualification standards requirements; values and attitudes with emphasis on work ethics, quality assurance, discipline, honesty, self-reliance, and patriotism;

d) To strengthen cooperation in human resource development between establishments and Technical Vocational Institutions (TVIs) by designing and implementing market-led TVET programs in close coordination with the Local Government Units (LGUs) and other relevant stakeholders; and

e) To enable the private sector to lead in the human resource development responsive to its needs.

III. Definition of Terms

The following terms and phrases as used in this Circular shall mean:

a) **Act** – the Republic Act No. 7686; also referred to as the Dual Training System Act of 1994.

b) **Accredited Establishment** refers to any private firm duly recognized and authorized by TESDA to implement the DTS Program together with a partner TVI.

c) **Accredited TVI** - refers to a public or private school, training center, enterprise-based training center and other learning facilities duly recognized and authorized by the Technical Education and Skills Development Authority (TESDA) to participate in the dual system and therefore are entitled to avail of the incentives provided for by this Act.

d) **Appropriate Authority** – refers to the Technical Education and Skills Development Authority (TESDA), which was created under Republic Act No. 7796, otherwise known as TESDA Law; the government agency mandated to manage the country's technical-vocational education and training sector.

e) **Block Release Scheme** – refers to the schedule wherein the trainee/student spends full time in the TVI to finish the In-school training and then deployed full time in the Establishment to complete the In-plant training.

f) **Daily Allowance** – the amount which the trainee receives from the educational institution to defray part of his/her daily expenses. As required by law, a DTS-accredited Establishment shall pay directly to the TVI, a Trainee's Allowance not below seventy-five percent (75%) of the applicable minimum daily wage for the number of days actually spent by the trainee in the Establishment for the In-plant Training.

The Trainee's Allowance shall be paid in full to trainees through the TVI.

The subject Trainee's Allowance shall be remitted to the trainee every fifteen (15) days of the month for the duration of the training program in accordance with Sections 10 and 12 of the same Act.

g) **Day Release Scheme** – refers to the schedule where the trainee spends two (2) days weekly in the school and the remaining days of the week in the Establishment.

h) **Director General** – the Director General of TESDA.

i) **Dual Training System (DTS)** - a learning modality that provides In-school and In-plant training interventions following a mutually-designed competency-based curriculum and outcome-based training plan with prior notice and advice to the local government unit concerned.

j) **DTS Accreditation** – refers to the process of granting of a qualified status to a TVI and its partner Establishment to implement the DTS program that meets all the requirements of the DTS Law, particularly on the prescribed payment of the training allowance to the student/trainee.

k) **DTS Program** – a TVET program that utilizes a curriculum/ training plan that provides for in-school and in-plant training and specifies DTS as its instructional delivery based on strict standards set forth by R.A. No. 7686 and carried out only in qualifications to be determined by the TESDA Board in consultation with Industry Partners, concerned TVIs and the concerned offices of the TESDA Secretariat.

l) **DTS Trainee** - A person who undergoes training for the purpose of acquiring and developing job qualifications.

The status of the trainee while under the DTS is not considered as an employee of the Establishment but rather a trainee of both the TVET institution and the Establishment, provided that the union or the workers of the latter have been duly informed in advance of such an agreement.

m) **DTS Trainer** - a person in the accredited DTS Establishment who directs trainees to the practice of skills. A DTS Trainer may also be a Training Coordinator.

n) **Establishment** – in relation to para. (d) of the Objective, refers to any workplace registered as sole-proprietorship, partnership, corporation, cooperative, foundation, organization, and other private enterprise, which, under the DTS, can offer conducive avenue and adequate resources for workplace learning in specific qualifications.

o) **Industrial Coordinator (IC)** – a TVI-employee who works in tandem with the Training Coordinator who is mainly responsible for such functions as: (1) promotion and marketing to Establishments of DTS programs; (2) placement of trainees in the Establishments; (3) coordination of workplace training; and (4) monitoring and evaluation of trainees learning performance.

p) **In-Plant Training** - The portion of a DTS program where trainees receive practical learning that may be integrated in the regular work system of an Establishment whenever and wherever possible. Guided by a training plan that is mutually accepted by the TVET provider-partners, the time allotted for this learning phase shall be at least sixty percent (60%) of the total duration of the DTS program concerned.

q) **In-School Training** – the portion of a DTS program where trainees receives technology-based theoretical instruction in a lecture area and hands-on exercises in a laboratory and/or a workshop within the premises of a TVI.

r) **Normal Daily Training Hours** - refers to eight (8) hours a day and may be rendered from 6 o'clock in the morning up to 10 o'clock in the evening.

s) **Technical-Vocational Education and Training (TVET)** - refers to the education or training process which involves, in addition to general education, the study of technologies and related sciences and the acquisition of practical skills relating to occupations in various sectors of economic and social life.

t) **Technical-Vocational Institution (TVI)** – refers to an academic or training institution whether public or private offering TVET program(s). This shall include TESDA Technology Institutions, Public and Private Technical Vocational Institutes, and Higher Education Institutions (HEIs), State Universities and Colleges (SUCs), Local Colleges and Universities (LCUs), Training Centers and enterprises offering TVET programs.

u) **Trainee's Allowance** – refers to the DTS-Accredited Establishment's contribution for the training allowance of the trainee and is paid to the trainee through the TVI. It shall, in no way, be less than seventy-five percent (75%) of the applicable minimum daily wage for every eight (8) hours actually spent by the trainee in the Establishment for the in-plant training. The trainee's allowance shall be computed based on eight (8) hours per day.

v) **Training**- refers to activities which aim at providing the practical skills, knowledge and attitudes required for employment in a particular occupation, group of related occupations, or for exercising a function in any field of economic activity.

w) **Training Coordinator (TC)**– an employee of the Establishment, who, aside from performing regular tasks, is responsible for planning, organizing, implementing, evaluating, and coordinating the workplace training offered to DTS trainees. Depending on some factors, i.e. the resource-capability of the Establishment, these training and coordinating functions may be assigned to two or more qualified staff.

x) **Training Plan (TP)** – refers to a syllabus or instruction which describes all the learning experience a trainee must undergo, generally including the competencies to be acquired within the program, the underpinning knowledge and skills, theories and practices and the methods of competency assessment that is mutually accepted and is jointly prepared and implemented by the TVI and the partner Establishment.

y) **Training Regulations (TR)** – refer to the package of qualifications, competency standards, training standards, assessment and certification arrangements in a specific sector promulgated by TESDA Board for nationwide application. They serve as the basis for the development of the curricula, registration and delivery of training programs.

IV. Coverage of the Dual Training System

The implementation of DTS shall apply to all private and public TVIs and their partner Establishments duly accredited by TESDA to participate in DTS. TVIs with TESDA-registered programs are qualified to apply for DTS Accreditation.

All qualified and DTS accredited TVIs can avail of the TESDA scholarship grants in accordance with the existing rules and regulation/implementing guidelines on scholarships.

V. General Provisions on DTS Accreditation

1. The main purpose of accreditation is to ensure high quality TVET by establishing and maintaining the DTS accreditation standards which shall:

   a) Encourage an increasing number of TVIs and establishments to implement DTS;

   b) Ensure that the objectives of the DTS law are achieved; and

   c) Ensure that the management of the DTS is quality assured.

2. There shall be only one (1) type of accreditation, that is DTS Accreditation.

   TVIs seeking DTS accreditation of their TVET programs shall ensure that said programs/qualifications comply with TESDA Program Registration requirements

   The Certificate of DTS Accreditation shall be issued to TVIs and establishments that meet all the requirements provided for under the DTS Law, particularly on the prescribed payment of the training allowance to the trainee;

3. Awarding of the Certificates of DTS Accreditation authorizes the TVI and its partner Establishment to start a training program under the DTS.

4. The Accredited TVI and its partner Establishment shall be subjected to compliance audit following the existing Operating Procedures in Compliance Audit;

5. TVIs and their partner Establishments with existing Dualized Training Program (DTP) shall transform the same into a full DTS Program under the Amended Dual Training System Implementing Rules and Regulations during the transitory period of one (1) year from the effectivity of this Operational Guidelines; and

6. Mandatory compliance with the OSH Standards, Anti-Sexual Harassment Law and Gender Sensitivity Laws and rules for both the TVIs and Establishments.

VI. Registration and Accreditation Procedures

The requirements for registration and accreditation of DTS training modality are the following:

1. The TVI shall register its program under the Unified TVET Program Registration and Accreditation System (UTPRAS).

2. All TVIs with registered programs including Diploma Level are qualified to apply for DTS accreditation.

3. The TVI together with the partner Establishment shall apply for DTS accreditation in the nearest TESDA Provincial/District Office (PO/DO).

4. The TVI and the Establishment shall submit the following documents to TESDA PO/DO as reflected in the checklist of documentary requirements:

   a) Application Letter of the TVI (DTS Form 1A) and the Establishment (DTS Form 1B)
   b) Accomplished Application Form for TVI (DTS Form 2A) and for the Establishment (DTS Form 2B)
   c) Designation of Industrial Coordinator by the TVI (DTS Form 3)
   d) Designation of Training Coordinator by the Establishment (DTS Form 4)
   e) Photocopy of the TVI's Certificate of TVET Program Registration (CTPR)
   f) Photocopy of the Establishment's SEC/DTI Registration
   g) Memorandum of Agreement (MOA) between the TVI and Establishment (ANNEX A)
   h) Training Plan (DTS Form 5, as revised).
   i) Training Agreement (ANNEX B)

5. TESDA PO/DO verifies the completeness and authenticity of submitted documents.

6. Based on the evaluation results, the TESDA PO/DO recommends to the TESDA RO the grant of the accreditation to the applicant TVI and establishment for DTS Accreditation.

7. TESDA RO issues the corresponding Certificate of DTS Accreditation (Annex C) to the TVI and Establishment.

8. TESDA RO submits list of newly accredited TVIs and Establishments to Partnerships and Linkages Office -Partnership Incentive Assistance Division (PLO-PIAD) every fifth (5^{th}) day of the succeeding month.

9. The Certificate of DTS Accreditation shall reflect the Certificate of TVET Program Registration (CTPR) number including the title of the registered qualifications/ programs of the TVI to be consistent with the qualifications/programs to be accredited under the Dual Training System.

The Certificate of DTS Accreditation shall be numbered based on the following:

a. There will be an eight (8) digit number, as in:
   2019-0001
b. The first four (4) digits on the left represent the year the certificate was issued.
   2019-0001
c. The last four (4) digits on the right represent the certificate series number
   2019-**0001**
d. At the onset of a new year, the certificate series number will be reset to 0001.

VII. Training Plan (TP)

1. For the effective implementation of the DTS, the TP must be prepared jointly by the TVI and partner Establishment based on the competency units prescribed in the Training Regulations.

2. Training Plan can be prepared in two (2) types: The Day Release Scheme or the Block Release Scheme depending on the agreement of the parties involved.

3. The Training Plan shall be prepared and submitted to TESDA per qualifications and per batch. The list of trainees shall be submitted to TESDA by the accredited TVI before the start of training. For succeeding batches of the same qualifications only the list/names of the new batch of trainees shall be submitted to TESDA for approval.

4. The prescribed hours in the TESDA Training Regulations (TRs) should be the minimum duration of the dual training.

5. The Training Plan can prescribe longer nominal hours for as long as it is based on the competency standards and required learning outcome that the trainee should possess.

6. Safety issues and hazards to which the trainee may be exposed during the In-plant training, should be given utmost consideration. In-plant training (night time) is allowed only up to 10 o'clock in the evening.

7. The worker's association or labor union representative of the Establishments should be present during the preparation of the Training Plan.

8. The Training Plan shall be signed both by the Head of the TVI and its partner Establishment for submission to TESDA as part of the accreditation requirements. A certification from the Establishment that the Labor Union or Labor-Management Representative has been involved and consulted during the preparation of the Training Plan shall be submitted to TESDA.

VIII. Functions of the Industrial Coordinator and Training Coordinator

1. To ensure the effective implementation of the DTS, the TVI and its partner Establishment are required to designate an Industrial Coordinator (IC) and Training Coordinator (TC), respectively.

2. **The Industrial Coordinator** of the TVI shall perform the following:

   a) Place the trainee in the partner establishment for the in-plant training;

   b) Regularly monitor attendance, performance and behavior of trainee;

   c) Check the logbook of the trainees in order to see if the Training Plan is being followed;

   d) Ensure the synchronized implementation of the in-school and in-plant training, as reflected in the Training Plan;

   e) Provide advice to the trainee, trainers/training coordinators, teachers, staff and other stakeholders on issues related to DTS implementation;

   f) Inform immediately the head of the TVI and the establishment of any matter affecting DTS implementation, whether positive or negative;

   g) Ensure that the provisions of the MOA are being followed; and

   h) In the event that an establishment has become not conducive for in-plant training in spite of the issuance of the necessary reminders/notices by the TVI, the Industrial Coordinator shall recommend to the Head of the TVI the termination of the partnership and effect the transfer of the affected student/trainee to another partner establishment.

3. The **Training Coordinator** of the establishment, on the other hand, shall perform the following:

   a) Coordinate closely with the Industrial Coordinator;

   b) Collaborate with the technical officer of the Establishments including worker representative in the development of the Training Plan together with the TVI technical officer;

   c) Responsible for the planning, organizing, implementing, evaluating and coordinating the in-plant training offered to DTS trainee;

   d) Monitor the performance and behavior of the student/trainee and make recommendations concerning discipline;

e) Establish a regular communication/coordination and feedback mechanism with the Industrial Coordinator;

f) Meet with the representative of the partner TVIs in the implementation of the DTS; and

g) Facilitate the payment of the Trainees Allowance.

IX. Obligations of the Trainee

Trainees shall exert every effort to acquire the abilities, values and knowledge necessary to achieve the purpose of training. Towards this end, the trainees shall:

1. Perform carefully the tasks entrusted to him/her as part of the training by the Trainer/Training Coordinator or any other person authorized to give them instructions;
2. Observe rules of behavior in the company premises particularly at the in-plant training area;
3. Use tools, instruments, machines and other equipment with due care;
4. Not reveal any business nor trade secrets that have come to their knowledge in the course of their training;
5. Keep up-to-date the trainees' in-plant training log books, diaries, or their equivalent;
6. Record their daily attendance both in-school and in-plant; and
7. Take the Competency Assessment upon completion of the training.

X. Obligations of Accredited Establishment

1. The accredited establishment shall perform the following:

   a) Jointly with the Accredited TVI, design, implement and evaluate the Training Plan. The union and/or Labor-Management Committee shall be informed and consulted on such plan;

   b) Ensure the provision of a systematic training, in accordance with the approved Training Plan, to the trainee in order for him/her to achieve the purpose of the training;

   c) Appoint a Training Coordinator and trainers to implement the Training Plan;

   d) Make available to trainee the consumable materials, basic hand tools and equipment that are necessary for training, free of charge;

e) Allow the trainee to attend the in-school training and to sit for their examinations;

f) Require the trainee to keep up-to-date the logbooks, diaries, or their equivalent;

g) Inspect regularly such logbooks, diaries, or their equivalent;

h) Ensure that the trainee is encouraged to develop his/her personality and that he/she is protected from physical and moral danger;

i) Entrust to the trainee such jobs as are related to the purpose of their training and are commensurate with their capabilities;

j) Pay the prescribed trainees allowance through the partner TVI;

k) Furnish the partner TVI with the necessary information on trainees' performance during the In-Plant Training for monitoring and evaluation;

l) Allow the trainee to go on leave during periods specified in the MOA; and

m) The Accredited Establishment shall issue a Certificate of Training to the trainee upon completion of the in-plant training.

2. The Accredited Establishment shall inform in advance the union/workers' group prior to accepting trainees.

3. The Accredited Establishment shall ensure that accident insurance coverage is provided for each trainee.

4. The Accredited Establishment is encouraged to give preference to the DTS graduates in the hiring of workers.

5. Allow the TESDA RO/PO/DO to conduct on-site inspection/compliance audit as a DTS Accredited Establishment.

XI. Obligations of the Accredited Technical Vocational Institution

1. The accredited TVI shall perform the following:

a) Appoint Industrial Coordinator/s to supervise the in-plant training;

b) Jointly with the partner establishment design, implement, and evaluate the Training Plan. The union and/or Labor-Management Committee shall be informed and consulted on such plan;

c) Provide specific, general, and technology-related theoretical instruction and basic practical training;

d) Pay the trainees their Daily Allowance;

e) Submit periodic report on DTS accomplishment to TESDA as part of the Monitoring and Evaluation of the DTS implementation;

f) Ensure that the trainee accomplished the logbook during the In-Plant Training for purposes of monitoring and evaluation based on the agreed training plan;

g) Prepare the Training Agreement to be signed by the trainee's parent/guardian, the TVI and the partner Establishment stipulating all the conditions, duties and responsibilities, rights and privileges of all the parties involved; and

h) Perform such other duties and tasks as may be necessary to realize the objectives of the DTS program.

2. The accredited TVI shall ensure that the provisions of the MOA are properly implemented and coordinated with the partner establishment for the purpose of ensuring high standards of training under the DTS.

3. The accredited TVI shall ensure that the graduates of DTS undergo competency assessment after their training or the Institutional Assessment in the absence of competency test. The company shall administer the performance test to determine the proficiency level of the trainees.

   The trainee may opt to take an assessment at any time within the nominal period or after it for as long as the trainee satisfied the requirements of the Self-Assessment Guide (SAG) or its equivalent in the case of No Training Regulation (NTR) programs.

4. The accredited TVI shall issue a Certificate of Training to DTS trainee upon completion of the training for the whole program.

5. The Accredited Public TVI shall account for subsidies received from accredited Establishments participating in the DTS according to existing auditing and accounting rules and regulations.

XII. Memorandum of Agreement (MOA)

1. As a requirement for DTS Accreditation, the MOA between the TVI and the Establishment shall set forth, among others, the following:

    a) Nature and objective/s of training;
    b) Commencement and duration of training;
    c) Obligations of the parties concerned;
    d) Normal daily training hours;
    e) Insurance coverage of the trainee;
    f) The prescribed trainee's allowance;
    g) Status of trainee;
    h) Conditions for the termination of training agreement; and
    i) Performance, monitoring and evaluation system.

2. Notarized copies of the Memorandum of Agreement shall be provided to the Establishment and TVI including the Union and/or Labor-Management Committee, as appropriate.

XIII. Maintenance of a Revolving Fund

1. DTS Accredited TVI can collect or charge the partner Establishment representing the actual dual training expenses.

2. The amount collected shall form part of the TVIs revolving fund to be used in the improvement of facilities in the implementation of the Dual Training System. This provision should form part of the MOA.

3. All TESDA Technology Institutions (TTIs) implementing DTS shall maintain a Trust Fund for the safekeeping of the Training Allowance and other amounts received from partner Establishments for the implementation of DTS.

XIV. Revocation of Accreditation and Program Registration

The following are the grounds for the revocation of the joint accreditation and Program Registration of the TVI and its partner establishment:

1. Non-compliance of the TVI and/or the establishment on the approved training duration as indicated in the approved Training Plan;

2. Breach on the Memorandum of Agreement of either partners;

3. Reported abuses on the trainee, occurrence of accident or inaction of the establishment in regard to accident while on training;

4. Requiring the student/trainee to work beyond the prescribed and prescribed duration as contained in the approved Training Plan;

5. Failure to pay the prescribed trainees allowance of either parties involved;

6. Failure of the TVI to submit the required accomplishment/monitoring reports to TESDA as contained in the amended Sanctions and Penalties of the Program Registration;

7. Discovery of any fraud or deceit in connection with their application for DTS accreditation and/or Program Registration;

8. Other cases, which in the opinion of TESDA and other concerned parties had violated existing Philippine Laws/Labor Laws and other applicable laws.

The joint accreditation of the TVI and its partner Establishment shall be revoked including the TVI's Program Registration if the TVI or the Establishment has failed to correct the violations within thirty (30) days. For other violations not herein stipulated, the amended Sanctions and Penalties under UTPRAS Guidelines shall apply.

XV. Availing Tax Incentives

The entitlement and procedure in availing incentives by TVIs and Establishment with Dual Training System Accreditation shall follow the requirements contained in Revenue Regulation No. 10-96 of Republic Act No. 7686.

XVI. Monitoring and Evaluation

The accredited TVI shall submit to the TESDA PO/DO Training/Employment Report (MIS 03-02) and other required information/documents within ten (10) working days upon start of the program and an updated copy of the report for Training Completed and Employment every 15th day of the month.

1. The TESDA RO shall submit the Training/Employment Report (MIS 03-02) to the Planning Office- LMID.

2. All DTS Accredited TVI and partner Establishment shall be subjected to compliance audit. This shall be undertaken by TESDA PO/DO following the procedure contained in the Procedures Manual on Compliance Audit.

3. PLO shall prepare a consolidated list of accredited TVIs and establishments and facilitate its uploading in the TESDA website.

4. DTS programs shall be reported under Enterprise-Based Training.

TESDA CIRCULAR

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XVII. Transitory Provision

All existing arrangement/s between TVIs implementing DTS and DTP and their partner Establishment/s at the time this Operational Guidelines becomes effective shall remain valid until their completion.

XVII. Repealing Clause

All prior issuances inconsistent with any of the above provisions are hereby rescinded or amended. If any provision of this Circular shall be declared unconstitutional or invalid, the other sections or provision not affected shall remain in full force and effective.

XVII. Effectivity

This Operational Guidelines shall be effective immediately. Wide dissemination of and strict compliance to this Circular by all concerned is hereby enjoined.

SEC. ISIDRO S. LAPEÑA, PHD,CSEE
Director-General

Attachments:

1. Application Letter of the TVI (DTS Form 1A) and the Establishment (DTS Form 1B)
2. Accomplished Application Form for TVI (DTS Form 2A) and for the Establishment (DTS Form 2B)
3. Designation of Industrial Coordinator by the TVI (DTS Form 3)
4. Designation of Training Coordinator by the Establishment (DTS Form 4)
5. Photocopy of the TVI's Certificate of TVET Program Registration (CTPR)
6. Photocopy of the Establishment's SEC/DTI Registration
7. Sample Memorandum of Agreement (MOA) between the TVI and Establishment (ANNEX A)
8. Training Plan (DTS Form 5, as revised)
9. Training Agreement (ANNEX B)
10. Sample Certificate of DTS Accreditation

APPLICATION FOR ACCREDITATION UNDER THE DUAL TRAINING SYSTEM

CHECKLIST OF DOCUMENTARY REQUIREMENTS
Technical-Vocational Institutions and Establishments

- ☐ 1. Application Letter (DTS Form 1A- for TVIs)
- ☐ (DTS Form 1B – for Establishment)
- ☐ 2. Accomplished Application Form (DTS Form 2A – for TVIs)
- ☐ (DTS Form 2B – for Establishment)
- ☐ 3. Designation of the TVI's Industrial Coordinator (DTS Form 3)
- ☐ 4. Designation of the establishment's Training Coordinator (DTS Form 4)
- ☐ 5. Photocopy of the TVI's Certificate of Program Registration (CTPR)
- ☐ 6. Photocopy of the Establishment's SEC/DTI Registration
- ☐ 7. MOA between the TVI and the Establishment (Annex A)
- ☐ 8. Training Plan (DTS Form 5 – Revised 2018)
- ☐ 9. Training Agreement (Annex B)

DTS Form 1A

APPLICATION LETTER
(TVI)

Date

The Provincial Director/District Director
(Address)

Dear Dir. _____:

We are pleased to inform you of our institution's intent to adopt the Dual Training System. After having been oriented as to the advantages/benefits and salient features of the training modality, we have decided that it could further improve our capability to provide quality training for our students.

This is in cooperation with *(name of establishment/s)* as our partner/s in the effective implementation of the Dual Training System in accordance with the rules and regulations set by the Technical Education and Skills Development Authority (TESDA).

Your kind and generous consideration will be highly appreciated.

Respectfully yours,

_____
Printed Name and Signature of TVI Representative

_____
Position/Designation

DTS Form 1B

APPLICATION LETTER
(Establishment)

Date

The Provincial Director/District Director
(Address)

Dear Dir. _____:

We are glad to inform you of our establishment's intent to implement the Dual Training System. After having been oriented as to the advantages and salient features of the training modality, we have decided that it could prove to be an effective way of addressing our need for well-trained and highly competent manpower. This is in cooperation with *(name of TVI)*, an accredited DTS institution.

The *(name of establishment)* is registered under the *(government agency)*, and is primarily in the business of *(nature of business)*. We understand that through this endeavor, we shall in turn be assisting *(name of training institution)* in ensuring that the trainees acquire the necessary exposure to actual work conditions.

Although both the establishment and *(name of TVI)* will be benefiting from DTS, we also understand that the ultimate goal of this venture is the education of our youth and the assurance of a brighter future for them.

Your kind and generous consideration will be highly appreciated.

Respectfully yours,

_____
Printed Name and Signature

_____
Position

Republic of the Philippines
TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY

DTS Form 2A
For TVI

Regional Office _____
Provincial/District Office _____

APPLICATION FOR ACCREDITATION UNDER THE DUAL TRAINING SYSTEM

1. Name of School/ Training Center	
2. Address	
3. Contact Person/ Designation	
4. Contact No.	
5. Program Title	
6. Certificate of TVET Program Registration Number: Date Issued:	7. Program Duration:
8. Name of Designated Industrial Coordinator:	

Submitted by:

_____
Printed Name and Signature
(Head of TVI)

_____
Date

Republic of the Philippines
TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY

DTS Form 2B for Establishment

Regional Office _____
Provincial/District Office _____

APPLICATION FOR ACCREDITATION UNDER THE DUAL TRAINING SYSTEM

1. Name of Establishment	
2. Address	
3. Contact Person/ Designation	
4. Contact Number	
5. Program Title	
6. Name of Designated Training Coordinator	

Submitted by:

_____
Printed Name and Signature

_____
Position

_____
Date

DTS Form 3

DESIGNATION OF INDUSTRIAL COORDINATOR

Date

The Provincial Director/District Director
(Address)

Dear Dir. _____:

This is to inform you that Ms./Mr. _____ is the designated Industrial Coordinator (IC) of (Name of TVI) who shall communicate/coordinate regularly with the Training Coordinator regarding the performance and behavior of the students/trainees and provide feedback to ensure the effective implementation of the Dual Training System Program.

_____
Name and Signature of TVI Representative

_____
Position/Designation

DTS Form 4

DESIGNATION OF TRAINING COORDINATOR

Date

The Provincial Director/District Director
(Address)

Dear Dir. _____:

This is to inform you that Ms./Mr. _____ is the designated Training Coordinator (TC) of (Name of Establishment) who shall communicate/coordinate regularly with Industrial Coordinator regarding the performance and behavior of the students/trainees and provide feedback to ensure the effective implementation of the Dual Training System Program.

_____
Name and Signature of Establishment Representative

_____
Position/Designation

ANNEX A

SAMPLE
MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and executed by and between:

(**NAME OF TRAINING CENTER**), a non-stock, non-profit foundation engaged in technical vocational training duly registered with the Securities and Exchange Commission with school address located at _____, Philippines represented in this act by its *(Position of the Designated Officer/Head of the Training Center)*, (*Complete Name of the Official signatory)*, and hereafter referred to as the **TRAINING CENTER;**

and

(NAME OF COMPANY) a corporation duly organized and existing under and by the virtue of the Republic of the Philippines with principal office located at _____, represented by its duly authorized_____, 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, TRAINING CENTER is conducting a TESDA-registered program on *(title of qualification)* 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, COMPANY 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

1.1 The Dual Training System is a training partnership between **TRAINING CENTER** and **COMPANY.** The **TRAINING CENTER** is not a contractor, sub-contractor or a manpower agency serving **COMPANY** as a principal.

1.2 The trainee falls under the category of a student of **TRAINING CENTER**. No employee-employer relationship exists nor shall in any manner is regarded to exist between the trainees and **COMPANY** or between the trainee and **TRAINING CENTER**.

1.3 The duration of the (Title of Qualification) course is for a total of (Total number of hours) of which the nominal duration of (total hours) for the school training and (total 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.

1.4 The trainee will be governed by provisions in **TRAINING CENTER** Student Handbook wherein the salient and applicable provisions of the **COMPANY** Rules and Regulations and Code of Discipline and Conduct are included.

1.5 That inasmuch as the students fall under the category of a Trainee, **TRAINING CENTER** shall impose the necessary disciplinary action on the Trainees when required, subject to due process, depending on the attendant circumstances.

1.6 In accordance with the Amended DTS Implementing Rules and Regulations, Trainees shall be enrolled in a group insurance by **TRAINING CENTER**.

1.7 **TRAINING CENTER** and **COMPANY** 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. **TRAINING CENTER** and **COMPANY** 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.

1.8 The liability of **TRAINING CENTER** and **COMPANY**, 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 **COMPANY** 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 **TRAINING CENTER** and **COMPANY** while the trainee is on training.

1.9 A Training Agreement shall be signed between the **TRAINING CENTER** and **COMPANY** 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.

1.10 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 **TRAINING CENTER** and **COMPANY**.

1.11 Upon graduation and successful completion of the Trainee of his/her training and accomplishment of clearance of no financial, property and document accountability to **TRAINING CENTER** and **COMPANY**, at its sole option, may have the privilege of first offer for employment to the Trainee for an appropriate position at the **COMPANY** for the appropriate full pay based on the standard of the **COMPANY**. No trainee shall be absorbed by **COMPANY** 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 **COMPANY** 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-WTR/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 **COMPANY**.

2.5 The **TRAINING CENTER** 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 **TRAINING CENTER's** prepared criteria.

2.7 Distribute to the trainees on a semi-monthly basis the allowance received from the **COMPANY**.

2.8 To ensure 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 **COMPANY** following a schedule and audit procedures mutually agreed by the parties. Further, the **COMPANY** 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 **COMPANY.** The Industrial Coordinator will keep the trainees' performance log and will closely coordinate with the **COMPANY's** designated Training Coordinator in addressing the performance and discipline concern of the Trainees.

2.10 The **TRAINING CENTER** 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 **COMPANY**, the **TRAINING CENTER** shall inform the **COMPANY** from time to time as circumstances warrant as to the progress of the action taken against the Trainee.

2.12 The **TRAINING CENTER** may pullout any trainee from the **COMPANY** 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 **Company** are the following:

a. Substandard or deleterious working conditions within the Company premises;

b. Repeated violations by the Company on the terms of the Training Agreement; and

c. 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 **COMPANY** to the Trainees upon accomplishment of the trainee of his/her clearance of no financial, property and documentary obligation and accountability to the **TRAINING CENTER.**

3. RESPONSIBILITIES OF THE COMPANY

3.1 Cooperate to ensure that the provisions of this agreement are properly implemented and coordinated with **TRAINING CENTER** 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 **TRAINING CENTER** and the **COMPANY.**

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 **TRAINING CENTER** 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 **TRAINING CENTER's** 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 **COMPANY** premises at a schedule mutually agreed between **TRAINING CENTER** and **COMPANY**. 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 **COMPANY** shall issue individual Certificate of In-Plant Training to the Trainees whether they have successfully completed the training or not. However, the **COMPANY** 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 **TRAINING CENTER's** Industry Coordinator at the end of each month.

3.11 The Training Coordinator and the Human Resource Department shall report in writing to the **TRAINING CENTER** 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 **COMPANY** investigation.

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

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

3.15 Remit to the **TRAINING CENTER** the Training Allowance equivalent to at least seventy-five percent (75%) of the applicable minimum daily wage per student per month.

3.16 The **COMPANY** reserves the right to refuse acceptance of any trainee nominated or recommended by the **TRAINING CENTER** and discontinue the training of any such trainee on reasonable grounds after written notice to the **TRAINING CENTER**. The reasonable grounds that may terminate the trainees' are the following:

a. Habitual absenteeism from the in-plant and related theoretical instructions;
b. Willful disobedience of company rules or insubordination to lawful order of a superior;
c. Poor physical condition or prolonged illness which incapacitates the trainee from performing training activities;
d. Theft or malicious destruction of the **COMPANY** property or equipment;
e. Unsatisfactory performance rating within two rating periods;
f. Engaging in violence or other forms of gross misconduct inside the **COMPANY**'s premises.

4. JOINT RESPONSIBILITIES OF THE **TRAINING CENTER** AND THE **COMPANY**

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 **TRAINING CENTER** and the **COMPANY** 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 **TRAINING CENTER** through the Industry Coordinator and/or Committee on Discipline covering infraction under the **COMPANY** 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 **COMPANY** will be forwarded to the **TRAINING CENTER** officials.

4.4 Incidents involving Trainee/s which affect quality and productivity will be jointly handled by the **TRAINING CENTER** and the **COMPANY** 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 **TRAINING CENTER** and the **COMPANY** 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 **TRAINING CENTER** and the **COMPANY** shall jointly ensure that their employees treat their counterpart with utmost respect and professional courtesy to constantly promote harmonious working relationship as partners.

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

5.1 The **TRAINING CENTER** 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 **TRAINING CENTER** shall utilize appropriate materials, training, materials, tools and equipment used in the industry.

6. TRAINEE REQUIREMENT

6.1 The **COMPANY** will provide the **TRAINING CENTER** its annual trainee demand forecast to determine the specific number of trainees to be deployed by the **TRAINING CENTER** to the **COMPANY** at a given period to allow the **TRAINING CENTER** to program its training schedule.

6.2 In the event of sudden downsize in production, the **COMPANY**:

6.2.1 will advise **TRAINING CENTER** 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 **TRAINING CENTER** to authorize the transfer of trainee/s to other Industry Partners of the **TRAINING CENTER**.

7. 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.

8. 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.

9. 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.

10. 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 **TRAINING CENTER** or the **COMPANY** and shall not be entitled to any privileges, immunities,

compensation or reimbursements, nor shall be authorized to commit the **TRAINING CENTER** or the **COMPANY** 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 **TRAINING CENTER** or the **COMPANY** 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 - _____(City/Municipality/Province).

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 non-observance, 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.

13. NON-COMPETING PROVISION

13.1 In the implementation of the DTS program, the **TRAINING CENTER** shall not engage in any partnership with any industry that is in direct competition with the interest or product of the **COMPANY** without its written consent. This provision exempts existing Industry partnership of the **TRAINING CENTER** prior to the signing of this Agreement. However, the **TRAINING CENTER** shall strictly protect the interest and confidentiality of both Industry partners.

13.2 In the implementation of the DTS program, the **COMPANY** shall not engage in any partnership with any academic institution or any similar entity that is direct competition with the **TRAINING CENTER**, without approval of TESDA.

13.3 That this non-competing provision will be binding between the **TRAINING CENTER** and the **COMPANY** during the validity of this Agreement and to continue for a maximum period of three (3) years after the termination of this Agreement.

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

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

16. EFFECTIVITY
This Agreement shall take effect immediately upon signing hereof, and shall continue (duration of effectivity). Either party may terminate this Agreement at anytime by serving a written notice indicating the compelling reason for termination to the other party thirty (30) days prior the intended date of termination.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the date first herein above written in _____.

Name of COMPANY	**Name of TRAINING CENTER**
_____	_____
Designation	Designation

Witnesses:

_____	_____
Official Signatory of Company	Official Signatory of Training Center

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

BEFORE ME, a Notary Public, for and in _____, this _____

Personally appeared:

NAMES	**CTC NO./PASSPORT**	**DATE / PLACE ISSUED**
TRAINING CENTER		
BY:		
(Name _____	_____	_____
COMPANY		
BY:		
(Name _____	_____	_____

Known to me to be 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 that the same is their free and voluntary deed. This instrument consists of twelve (11) pages including this page wherein this Acknowledgement is written.

WITNESS MY HAND AND SEAL this _____ day of _____at_____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

TRAINING PLAN

DTS Form 5 – Revised 2018

Qualification Title:	NC Level:	Total Training Hours:
Name of TVI:	Name of Establishment:	

Competencies to be Achieved and Learning Outcomes	Training Period (Month/Year)		Training Duration				Training Method	Relevant Personnel	Method of Assessment	Support Mechanism Based on Trainees' Need
			TVI		Establishment					
	TVI	Establishment	Days	Hours	Days	Hours				
List of Competencies and Learning Outcomes that Trainees need to learn	*Time frame in achieving the competencies jointly agreed between the accredited TVI and the partner establishment*						*May include but not limited to the following:* • *Oral presentations* • *Simulation activities* • *Group work* • *Demonstration* • *Laboratory work* • *Assign* • *Computer-based learning* • *Group discussion* • *Lecture*	*May include:* • *workplace supervisor* • *training manager* • *other trainer/ facilitator/assessor* • *training or assessment personnel* *workers whose own jobs may be affected by the proposed changes*	*Trainees competency may be assessed through:* • *work related project* • *portfolio with interview* • *third party report* • *written exam demonstration with oral questioning*	*May include:* • *learning partners* • *contact numbers of other trainees* • *equipment/ tools/ material needs* • *contact numbers for help or guidance* • *on-line or e-mail tutoring*
Total										

Jointly Prepared by:

_____
Name and Signature of TVI Representative
Date: _____

_____
Name and Signature of Partner Establishment Representative
Date: _____

Approved by:

_____
Name and Signature of Provincial Director
Date: _____

DTS Form 5 – Revised 2018

TRAINING PLAN

Qualification Title:	NC Level:	Total Training Hours:
Name of TVI:	Name of Establishment:	

Competencies to be Achieved and Learning Outcomes	Training Period (Month/Year)		Training Duration				Training Method	Relevant Personnel	Method of Assessment	Support Mechanism Based on Trainees' Need
	TVI	Establishment	TVI		Establishment					
			Days	Hours	Days	Hours				
BASIC COMPETENCIES										
COMMON COMPETENCIES										
CORE COMPETENCIES										
Total										

Jointly Prepared by:

_____
Name and Signature of TVI Representative
Date: _____

Approved by:

_____
Name and Signature of Partner Establishment Representative
Date: _____

_____
Name and Signature of Provincial Director
Date: _____

ANNEX B

SAMPLE TRAINING AGREEMENT

KNOW All MEN BY THESE PRESENTS:

This agreement made and entered into by and among (Name of Student/Trainee), a student of (Name of Student/Trainee),

(Name of Establishment) , a corporation duly organized and existing under the laws of the Philippines with principal office and place of business at _____ herein duly represented by _____ and hereinafter referred to as the "ESTABLISHMENT",

-and-

(Name of TVI), with principal office and address at _____ hereinafter called as the "Technical Vocational Institution (TVI)".

In the implementation of the Dual Training System program as indicated in the Memorandum of Agreement between the TVI and the establishment, the student shall undergo in-plant training in the establishment.

Related to this, the parties agree on the following responsibilities:

A) TECHNICAL VOCATIONAL INSTITUTION (TVI)

1. Recommend students/trainees who will undergo the in-plant training at the ESTABLISHMENT;

2. Undertake the in-school training by conducting theoretical subjects and laboratory practice related to the approved curriculum/training plan jointly developed by the partners;

3. Designate/appoint a TVI Industrial Coordinator to supervise, monitor and evaluate the performance of the student/trainee and the status of the program;

4. Exercise due care and diligence in the selection and supervision of the trainees in order that injury, damage or loss of person(s) and property within the ESTABLISHMENT premises will be avoided;

5. Pay the student/trainee their daily allowance from the training allowance paid to them by the ESTABLISHMENT;

6. The TVI may pull-out any student/trainee from the establishment on reasonable grounds after a written notice of such pull-out;

7. Ensure that the student/trainee undergo competency assessment after completion of their training; and

8. Issue a Certificate of Training to DTS student/trainee upon completion of the training.

B. ESTABLISHMENT

1. Provide the in-plant training to the student/trainee nominated by the TVI in accordance with the Training Plan jointly developed by the ESTABLISHMENT and the TVI following the Dual Training System and within the training schedule specified in the Memorandum of Agreement;

2. Designate/appoint a TRAINING COORDINATOR to monitor the performance of the student-trainee. make recommendations concerning discipline and administer tests to determine the proficiency of the student-trainee(s);

3. Provide the student/trainee with the necessary tools and materials required during the training;

4. Remit to the TVI the amount of (_____) (P_____) per student/trainee per month for their training allowance. (this may vary depending on the agreement);

5. Provide the student/trainee insurance policy during their in-plant training; and

6. The **ESTABLISHMENT** and **TVI** shall oblige the student-trainee to accomplish his/her logbook of daily activities and performance to monitor his/her progress and accomplishments.

C. STUDENT/TRAINEE

1. Perform carefully the tasks entrusted to him/her as part of their training by the DTS Trainer/Training Coordinator or any other person authorized to give them instructions;

2. Observe rules of behavior in the company premises during the in-plant training;

3. Use the tools, instruments, machines and other equipment with due care;

4. Not reveal any business nor trade secrets that have come to their knowledge in the course of their training;

Republic of the Philippines
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
Region _____

Dual Training System
Certificate of Accreditation

DTS Accreditation No. _____

This Certificate of DTS Accreditation is hereby awarded to

School/ Technical Vocational Institution

Address

and

Partner Company/Establishment

Address

for

Title of Qualification

CTPR No. _____

whose application papers were duly evaluated by the Technical Education and Skills Development Authority (TESDA) in accordance with the provisions of Republic Act No. 7686 approved on February 25, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Office to be affixed at _____ in the year of our Lord _____.

_____
Regional Director