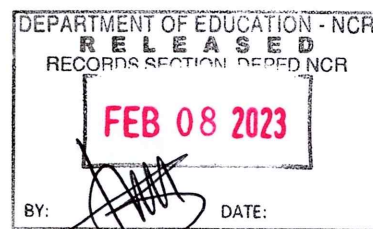




Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION



DNCR-F-ORD-033/R0/01112019

REGIONAL MEMORANDUM

No. NCR- 072, s. 2023

To : Schools Division Superintendents

Subject : Guidelines in the Conduct of Program in Advancing Literacy in Mathematics (PALM) Phase 1

Date : February 3, 2023

In line with the Learning Continuity and Recovery Plan (LCRP) of the region, DepEd-NCR continuously adhere on the improvement of the numeracy skills of the learners. Hence, a region-led intervention shall be conducted in partnership with Sprix, Ltd. Copy of the Memorandum of Agreement is hereby attached for your reference.

The Program in Advancing Literacy in Mathematics (PALM) Phase 1 will focus in the learning gaps on the computational skills of the learners from Grades 3 to 10. See Enclosure 1 for the framework and its discussion.

The following are the schedule of activities under this program:

DATE	ACTIVITY
February	Preparation of intervention materials
February 15	Online orientation of Mathematics EPSs, DITOs and testing coordinators on administration of TOFAS for diagnosis. Online orientation of public schools district supervisors, school heads, department chairs and/or teachers on intervention.
February 20 - 24	Regionwide administration of TOFAS for diagnosis
March 1 onwards	Start of intervention in every school
June 2023	Recognition of completers/grade level-ready learners

A separate memorandum shall be issued for those people who will be involved in the preparation of intervention materials. For participants of online orientation, meeting links shall be e-mailed to the participants through the SDO Mathematics Education Program Supervisors.



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This Office enjoins all schools division offices to implement continuous intervention programs on numeracy as per the priority areas indicated in the LCRP of the region. PALM is one of the options for intervention but this does not inhibit the SDO to employ their own intervention program considering the needs of the schools and its learners as well as the availability of resources that are necessary for the realization of the program.

Schools are encouraged to give their full support to their teachers who will conduct intervention/remediation to learners. Teachers involved in the intervention shall be entitled service credits in accordance with DepEd Order No. 53, s. 2003 entitled *Updated Guidelines on the Grant of Vacation Service Credits to Teachers*. On the other hand, non-teaching personnel shall be provided with Compensatory Time-Off (CTO) per Civil Service Commission (CSC) and Department of Budget and Management (DBM) Joint Circular No. 2, s. 2004 on *Non-Monetary Remuneration for Overtime Service Rendered*.

It is recommended that a whole school approach be implemented where a program is a result of cohesive and collaborative action of the entire school community who reliably work together to improve mathematics literacy. Please refer to Annex C for the terms of reference of key players in the implementation of this program.

Expenses relative to the implementation of PALM or other intervention program shall be charged against local funds, subject to the usual accounting and auditing rules.

To ensure the smooth implementation of PALM, please refer to the following annexes:
Annex A: Suggested Options on the Implementation of PALM
Annex B: Suggested Format for School Intervention Plan
Annex C: Terms of Reference for key players of PALM implementation
Annex D: Parent's Consent Form for Intervention

For immediate dissemination and compliance.


WILFREDO E. CABRAL, CESO III
Regional Director



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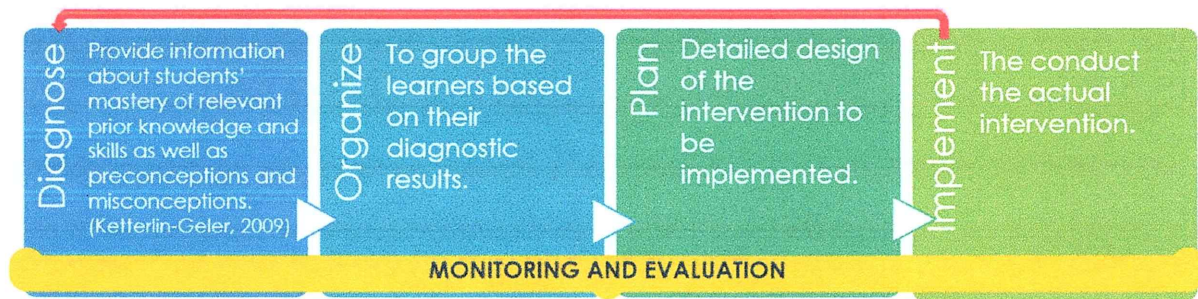


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ENCLOSURE 1: PALM FRAMEWORK

The Program in Advancing Literacy in Mathematics is guided by the framework below:



Diagnose

Learners will take the Test of Fundamental Academic Skills (TOFAS), a web-based tool of Sprix, Ltd., to identify the computational skills not mastered by learners according to their grade level.

Organize

From the TOFAS results, learners for intervention (not grade-level ready in terms of their computational skills) shall be identified and shall be grouped (regardless of their grade level or section) according to the computational skills they have not yet mastered.

Plan

The school shall submit their intervention implementation plan taking in account their available resources such as teachers, rooms, and materials. It is advised that intervention shall be at a minimum of 1 hour per week where they may follow any presented options in Annex A. Format of the school intervention implementation plan can be seen in Annex B.

Implement

The school will implement the intervention according to their plan starting March 1, 2023. Materials for intervention can be accessed in this link: www.bit.ly/PALMmats. Materials provided are per computational skills.

Each learner should have a PALM journal that contains the list of computational skills that he/she will undergo per intervention. Please see sample format on next page.



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Name _____ of _____ Learner: Level: _____					
Grade/Year _____ level: _____					
Skill for intervention	W1	W2	W3	W4	W5
1. Multiplying two-digit numbers by one-digit number.					
2. Dividing numbers with and without remainders.					
3. Dividing numbers with various number of digits in the divisor.					

It is recommended that for each skill, each learner should be able to perfect 5 worksheets per skill. Failure to do so, the learner will undergo a one-on-one tutoring. After the session, the learner will take another set of worksheets. This is aligned with the research findings of Rittle-Johnson and Jordan (2016) that instructional design for intervention it should follow explicit, systematic instruction. Explicit instruction entails providing multiple opportunities to practice offering immediate corrective feedback while systems instruction is characterized by series of tasks.

Teachers involved in the intervention shall be entitled service credits in accordance with DepEd Order No. 53, s. 2003 entitled *Updated Guidelines on the Grant of Vacation Service Credits to Teachers*.

Cyclic Implementation

If the learner is confident that he/she was able to attain the skills through intervention, the learner may opt to take the TOFAS again to:

- determine if he/she indeed mastered the skill already, and
- determine the other skills he/she need to undergo for intervention, or, be declared grade level-ready If there are no more skills for intervention.

After this, the school will undergo the Organize, Plan and Implement phase again.

Monitor and Evaluation

Mathematics Department Heads, SDO and Regional Mathematics Education Program Supervisors will monitor the implementation of PALM and provide technical assistance whenever necessary.

On June 2023, program-completers/grade level-ready shall be recognized with a Certificate from Sprix Ltd.



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ANNEX A: SUGGESTED OPTIONS ON THE IMPLEMENTATION OF PALM

Option 1: After-school intervention

Intervention may be outside the class hours of learners. It may be after class during weekdays or during Saturdays. This is minimum of one (1) hour per week. Schools may add additional minutes or hours as long as proper consultation with the parents has been conducted. Learners who will undergo intervention using this scheme should submit a signed parental consent form (see Annex D of this document).

Teachers who will conduct intervention using this option may claim service credits.

Option 2: In-class intervention

Intervention may be one period of math class in a week that shall be converted into intervention time. The school should make sure that the remaining hours in class will be enough to cover all the competencies in the curriculum of the school year if they will choose this option.

Parents should be informed if this shall be conducted. Teachers who will conduct intervention using this option cannot claim service credits since it is within their official time.



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ANNEX B: SUGGESTED FORMAT FOR SCHOOL INTERVENTION PLAN

- Learners for intervention
 - Identify learners who are/have struggling/difficulties in numeracy skills as per result of TOFAS
- Pre-implementation preparations
 - Identify materials that will be needed and how they will be reproduced, if needed.
 - Prepare the teachers (in terms of content, implementation procedures, etc.), if needed.
 - Policies, operations and facilities that needs to be in placed (service credits, scheduling, etc.).
- Implementation Phase
 - All stakeholders should be aware of their TORs (learners, teachers, department chairs, school management, parents, etc.)
 - Indicate the instructional design on how the intervention will be implemented
 - Monitoring plan
 - Progress report on the monitoring
- Budget requirement

In the post-activity report, this part should be included:

- Post-implementation Phase
 - Evaluation result of the implementation
 - Gathering, analysis and interpretation of outcomes of intervention
 - Identifying next steps
 - Recommendations



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ANNEX C: TERMS OF REFERENCE FOR KEY PLAYERS OF PALM IMPLEMENTATION

The Mathematics Teachers

1. Orients the learners and their parents on the conduct of PALM – its purpose and procedures.
2. Prepares intervention materials.
3. Designs intervention activities to the learners based on test results.
4. Conducts the intervention and/or one-on-one tutorial on learners.
5. Monitors the learner's progress.
6. Administers TOFAS to learners whenever necessary.
7. Gives feedback to learners and parents.

The Mathematics Department Head/Chair/Coordinator

1. Orients the teachers on the conduct of PALM – its purpose and procedures.
2. Assists the school head on the crafting of the school intervention implementation plan.
3. Keeps records of the profile of the learners' TOFAS results.
4. Analyzes and interprets the diagnostic test results.
5. Groups the learners according to skills for intervention.
6. Oversees the conduct of intervention.
7. Coaches or mentors the teachers along instructional designs and decisions to support the intervention.
8. Coordinates with SDO Math EPS as well as reports any concern/challenges on the implementation of PALM.

The School ICT Coordinator

1. Coordinates with School Testing Coordinator, SDO IT officer or Mathematics Department Head on the login requirements (username and password).
2. Provides technical support in the conduct of TOFAS.
3. Schedules learners in the computer laboratory (if TOFAS shall be conducted inside the school).
4. Troubleshoots technical problems that will be encountered.

The School Testing Coordinator

1. Distributes login requirements to learners.
2. Keeps records of login requirements with the corresponding profile of the learners.
3. Orients learners in answering the TOFAS.
4. Coordinates with school ICT coordinator regarding the scheduling in the computer laboratory and makes sure that it is followed.

The School Head

1. Leads the orientation of parents and mathematics teachers in the conduct of PALM.
2. Oversees the implementation of PALM.
3. Prepares the school intervention implementation plan.



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4. Makes initiatives to improve the school implementation of PALM.
5. Supports teachers in the materials, equipment and other logistics needed for intervention.

The SDO IT Officer

1. Provides technical assistance to school ICT coordinator on the access of TOFAS.
2. Coordinates with other SDO IT officers on schedule of TOFAS, if needed.
3. Troubleshoots technical problems that will be encountered by the school ICT Coordinator.

The SDO Testing Coordinator

1. Consolidates the list of examinees in the SDO.
2. Coordinates with SDO Math EPS regarding the database of username and password for TOFAS (login requirements).
3. Distributes login requirements to school testing coordinators.
4. Orients school testing coordinators in answering the TOFAS.

The Public Schools District Supervisor

1. Assists the School Head in the implementation of PALM.
2. Provides technical assistance and conducts focus group discussions to teachers whenever necessary.
3. Regularly monitors the conduct of PALM.
4. Gives timely feedback to SDO Math EPS the issues and concerns to plan for modification and/or refinement in the implementation.

The SDO Math Education Program Supervisor

1. Oversees the conduct of PALM in their respective division.
2. Coordinates closely with the Regional Math Supervisor, PSDSs, school heads, math department heads, testing coordinators and IT officers.
3. Disseminates information about the conduct of PALM to schools.
4. Analyzes and interprets the diagnostic test results of the division.
5. Documents the conduct of PALM.
6. Keeps the school records.
7. Monitors and provides technical assistance in the conduct of PALM.

The Regional Math Education Program Supervisor

1. Oversees the conduct of PALM in the whole region.
2. Disseminates information about the conduct of PALM to SDOs.
3. Analyzes and interprets the diagnostic test results of the region.
4. Documents the conduct of PALM.
5. Keeps the SDO records.
6. Monitors the conduct of PALM, highlights best practices and plans for modification and/or refinement in the program implements.
7. Apprises the leaders in the Regional Office regarding the conduct of PALM.



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ANNEX D: PARENT'S CONSENT FORM FOR INTERVENTION

PAHINTULOT NG MAGULANG

Ako si _____, magulang/tagapag-alaga ni
(buong pangalan ng magulang/tagapag-alaga)

_____ ng Baitang _____, Pangkat _____
(buong pangalan ng mag-aaral) (grade level) (section)

ng _____ paaralang
(buong pangalan ng paaralan)

ay nagbibigay pahintulot at kusang-loob na pumapayag na ibilang ang aking anak sa isang interbensyon sa ilalim ng Program in Advancing Literacy in Mathematics na gaganapin tuwing

(araw at oras na gaganapin ang intervention)

Nauunawaan ko ang mga layunin ng programa at ang kahalagahan nito upang mapanulad ang kakayanan ng aking anak sa Mathematics. Ibinibigay ko ang aking buong suporta sa nasabing programa.

Buong pangalan at lagda ng magulang/tagapag-alaga

Petsa

Binigyang-pansin ni:

Guro/Tagapayo

Principal



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MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement**, hereinafter referred to as the “Agreement,” is entered into this 2nd day of December, 2022 at NCR Metro Manila, Philippines, by and between:

The **DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION**, hereinafter referred to as “**DepEd NCR**,” a government entity mandated by law to ensure the delivery of quality basic education, particularly under Batas Pambansa Blg. 232, otherwise known as the “Education Act of 1982,” as amended by Republic Act No. 9155, otherwise known as the “Governance of Basic Education Act of 2001,” with office address at Misamis St., Bago Bantay Quezon City, Metro Manila, Philippines represented by its Regional Director , **WILFREDO E. CABRAL**;

-and-

Sprix Ltd., hereinafter referred to as “Sprix” a Tokyo Stock Exchange ‘Prime’ (7030) listed comprehensive education company, having its principal place of business at 12F Metropolitan Plaza Building, 1-11-1, Nishiikebukuro, Toshima-ku, Tokyo 171-0021, Japan, represented by its **Lead Strategy Officer, Global Division, REO SHOJI**;

WITNESSETH THAT:

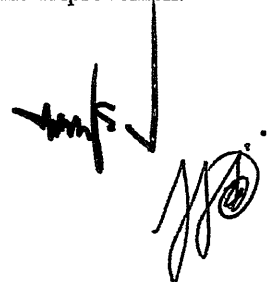
WHEREAS, Article 14, Section 1 of the 1987 Constitution provides that “(t)he State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all”;

WHEREAS, the Department of Education (DepEd) is a government agency mandated to:

- a. formulate, implement, and coordinate policies, plans, programs, and projects in the areas of formal and non-formal basic education;
- b. supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and
- c. provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners;

WHEREAS, DepEd, through the External Partnerships Service (EPS), believes that partnership is an important paradigm in delivering and achieving DepEd’s education development goals and services and to fulfill the mandate of the Constitution to make such quality education accessible to all;

WHEREAS, DepEd has the responsibility of securing resources to make the public schools competitive and is now calling on the private sector to serve as a major partner for the improvement of the public education system and in the nation’s development;



WHEREAS, Republic Act No. 8525 (RA 8525), otherwise known as the “Adopt-a-School Act of 1998,” was enacted to encourage private entities to assist in the delivery of better-quality education to public schools in the country, particularly in the poverty-stricken provinces;

WHEREAS, Section 5 of RA 8525 provides that “(p)rovisions of existing laws to the contrary notwithstanding, expenses incurred by the adopting entity for the ‘*Adopt-A-School Program*’ shall be allowed an additional deduction from the gross income equivalent to fifty percent (50%) of such expenses.”;

WHEREAS, the Department of Finance (DOF), through the Bureau of Internal Revenue (BIR), issued Revenue Regulations No. 10, s. 2003, entitled “Implementing Tax Incentives Provisions of Republic Act No. 8525, Otherwise Known as the ‘Adopt-A-School Act of 1998’”;

WHEREAS, DepEd, shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd and the proper recording of the donated items categorized as Property, Plant, and Equipment as contained in Item VII of the enclosure to DepEd Order No. 24, s. 2016 entitled “Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax Incentives by Private Donor-Partners Supporting the K to 12 Program,” which provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and DepEd Order No. 82, s. 2011 entitled “Guidelines on the Proper Recording of all Donated Properties”;

WHEREAS, both Parties recognize and undertake to comply with the following laws, rules, and regulations:

- a. Republic Act No. 10173 (RA 10173), otherwise known as the “Data Privacy Act of 2012,” its Implementing Rules and Regulations, and other related issuances of the National Privacy Commission (NPC) and “Freedom of Information Order under E.O. No. 2, s. 2016,” for the implementation of this Agreement;
- b. Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health, DepEd Order No. 6, s. 2012 and DepEd Order No. 48, s. 2016 on DepEd’s policy to not deal with the tobacco industry, or any individual or entity that works to further the interests of the tobacco industry, except to the extent strictly necessary to effectively regulate the tobacco industry and tobacco product;
- c. DECS Order No. 28, s. 2001 or “Prohibiting the Commercialization of the DECS Organization through Endorsements and Accreditation of Goods and Services” in the implementation of the program, and DepEd Order No. 39 s. 2009 or “Strict Adherence to DECS Order No. 28, s. 2001”; and
- d. Republic Act No. 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act” and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations;

WHEREAS, SPRIX is engaged in development of education technology including *Test of Fundamental Academic Skills* (herein called TOFAS), an online assessment test that evaluates



fundamental academic skills, and possesses valuable technical, marketing and business information relating to such services and products;

WHEREAS, the mission of SPRIX is to improve lives of people around the world through education;

WHEREAS, on August 2021 to May 2022 SPRIX conducted the pilot implementation of TOFAS in selected Schools Division Offices nationwide wherein 20,995 Filipino students participated;

WHEREAS, SPRIX will partner with DepEd for collaboration to contribute to the wholesome purpose of assessing the consistency and retention of fundamental academic skills for learners in the Philippines;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the Parties agree as follows:

Article I. SPRIX'S SPONSORSHIP AND ADVOCACIES IN EDUCATION

SPRIX is an education company that specializes in helping students in gaining and retaining fundamental academics in the Grade 2 to Grade 9 levels.

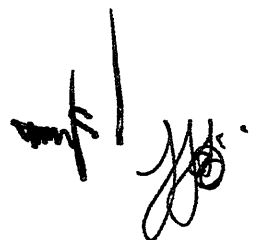
TOFAS is an assessment of fundamental academics produced by SPRIX that assists educators in the accurate and comprehensive assessment of students in the areas of calculation and programming. It can be used as a tool to increase communication and involvement among teachers, parents/guardian and learners based on their strengths and weaknesses for targeted instruction and positively affect the motivation of students.

SPRIX hereby offers free usage of TOFAS to DepEd for the assessment of learners nationwide as a scalable and simple academic measurement with the following inclusions:

1. Partnership duration for three (3) years from the date the MOA has been signed.
2. Unlimited School and Student Accounts (based on server capacity).
3. Local agent of SPRIX will offer support for the implementation.
4. Local agent of SPRIX will offer support for the use of results.
5. New questions developed for TOFAS four (4) times a year

Article II. PROGRAM SCOPE AND BENEFICIARY

TOFAS requires roles for two distinct features which involve administrators and examinees. Administrators register the examinees through the admin screen, while examinees are provided with a URL link, ID, and password to take the assessment. Registration is required for every examinee to take the assessment but is conducted by educators in the Philippines to keep in line with ARTICLE XII of this MOA. The assignment of administrators can be by teachers, schools, district, or region based on DepEd needs.



In principle, TOFAS will be scheduled quarterly as per the development of new questions (4 times a year). Through administrative accounts given to DepEd, examinees can be registered by DepEd. SPRIX will be available for support. The school and student numbers will be unlimited during the 3-year MOA period, only limited by server and network capacity. The MOA can be subject to renewal after the 3-year MOA period.

The assessment is conducted in CBT (computer-based testing) format, with PC, tablet, or smartphone with internet connection as minimum requirement equipment.

After the assessment is complete, the individual results and certificates will be provided via online portal after the final examinee has completed the assessment. The overview results will be provided by spreadsheet after marking.

The platform mechanics requires the following:

1. Administrators as educators are required to register examinees.
2. Examinees would take the assessment to understand their fundamental academics.
3. Minimum equipment is electronic device with internet to view a browser.
4. Individuals results are provided digitally to each examinee through an online portal.
5. Certificates are provided digitally when results are above standard through online portal.
6. An overview of results will be provided via spreadsheet

Below are the beneficiaries of the TOFAS program:

1. TEACHERS, DEPARTMENT CHAIRS and SCHOOL HEADS

TOFAS assists educators (teachers, department chairs and school heads) in the identification of strengths and weaknesses of fundamental academics, specifically calculation and programming. While calculation is considered a core skill required for mathematics, programming is a skill required for the present and coming generations. Educators can group the students based on their proficiencies to provide targeted learning. It is meant to reduce the time educators might spend on conducting paper tests and marking.

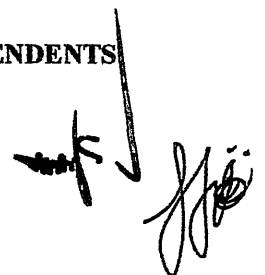
2. PARENTS/GUARDIANS

Parents/Guardians gain insight into their children based on the clear results provided by the assessment. The extra insight compliments the school curriculum and bridges the communication with educators. They can also gain insight into comparisons with examinees of similar ages from other countries.

3. VOLUNTEER LEARNERS

Volunteer learners in public schools are often motivated to study by taking TOFAS since educators and parent/guardians can provide a clear path to improvement. Those who have achieved the standard and those who have not, likewise find that it boosts confidence due to the challenge it poses.

4. DIVISION AND REGIONAL SUPERVISORS AND SUPERINTENDENTS

Handwritten signature and initials in black ink, located at the bottom right of the page.

SPRIX's approach to education is specific to fundamental academics, in a bottom-up approach. TOFAS is designed to efficiently identify those that needs help, while clarifying what kind of help is required. Applied to a broad scale, the assessment can be utilized as a useful tool to spot trends, consider teaching methods and reflection of policy.

Article III PROGRAM COST

1. The estimated commercial cost of this project is US \$10,000,000 and shall be subject to validation consistent with RA 8525 and other existing applicable laws, rules, and regulations on the valuation of donated items to educational institutions.
2. The program has no cost as it is given free of charge to DepEd-NCR during the three-year term of the MOA.

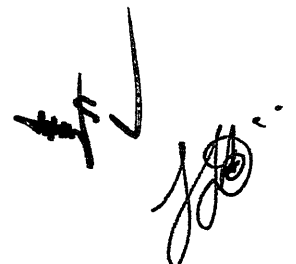
Article IV. RIGHTS AND RESPONSIBILITIES

1. DepEd NCR shall:

- 1.1 provide policy guidance and directions to ensure the proper implementation of the Program;
- 1.2 designate a focal person to serve as Partnership Coordinator for this Agreement;
- 1.3 review the TOFAS program and provide comments/recommendations when necessary;
- 1.4 assist SPRIX in the selection and identification of schools as beneficiaries of the Program;
- 1.5 coordinate with the SPRIX in the implementation of the Program;
- 1.6 assist in the evaluation of the implementation of the Program; and
- 1.7 perform other responsibilities necessary for the effective and efficient implementation of the Program.

2. SPRIX shall:

- 2.1 designate a focal person to coordinate the implementation of this Agreement;
- 2.2 take the lead in the implementation of the Program under the guidance and supervision of DepEd NCR;
- 2.3 select and identify target areas/school beneficiaries in close coordination with DepEd for the implementation of the Program;
- 2.4 provide funding relative to the implementation of the Program on a case to case scenario when the need arises upon agreement with DepEd NCR;
- 2.5 provide DepEd NCR with regular reports, updates, as well as requested data and information relevant to the implementation of this Agreement; and
- 2.6 perform other responsibilities necessary for the effective and efficient implementation of the Program.



Article V. TERM AND TERMINATION

1. This Agreement shall be valid immediately upon signing of all Parties. This Agreement shall have duration of at least three (3) years, which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties.
2. Any of the Parties may terminate this Agreement for reasonable grounds upon submission of a formal written notice to the other party at least 30 days before the intended date of termination.

Article VI. CAPACITY AND AUTHORIZATION

Each of the Parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

Article VII. SEPARABILITY

In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

Article VIII. LIABILITY AND INDEMNITY

The liability of the Parties for any breach of this Agreement shall be determined in accordance with applicable laws.

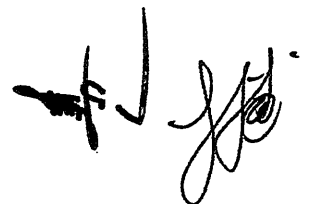
Article IX. BREACH OF CONTRACT

Material violation or omission of any of the provisions of this Agreement shall be a ground for termination or rescission of the same without the need for legal or court action.

Article X. AMENDMENTS

This Agreement may be amended or modified only in writing upon consent of all the Parties.

Article XI. SETTLEMENT OF DIFFERENCES



Any difference arising out of this Agreement shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

Article XII. DATA PRIVACY

The Parties shall comply with RA 10173, otherwise known as the “Data Privacy Act of 2012,” its IRR and other relevant laws, rules and regulations on the matter in the event that personal information and/or sensitive personal information are used under this Agreement.

Article XIII. INTELLECTUAL PROPERTY

1. All Parties shall comply with Republic Act No. 8293, otherwise known as the “Intellectual Property Code of the Philippines” and other applicable laws and rules governing intellectual property in the Philippines.
2. The Intellectual Property Rights to the outputs stated in this Agreement shall be owned by DepEd (the “Outputs”), unless otherwise provided in a supplemental agreement. For purposes of this provision, the Parties may specify such Outputs in a supplemental agreement, which shall be deemed part of this Agreement (the “Supplemental Agreement”). The partner organization holds DepEd free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties for outputs to be agreed to be owned by **SPRIX** in the Supplementary Agreement. Attribution shall be given to the partner organization.

Notwithstanding the foregoing, the claims of Intellectual Property Rights ownership by DepEd shall exclude all Intellectual Property Rights owned by **SPRIX**, including but not limited to the Intellectual Property Rights on TOFAS and any material actually owned by **SPRIX** that contains their logo(s).

3. Any use of a Party’s knowledge products by the other Party, in relation to this Agreement, i.e., for academic and promotional materials, which include, but not limited to, logos, brochures, press releases, websites and other social media tools, shall be allowed upon prior written consent of the concerned Party and limited to the accomplishment of the objectives of this Agreement.

Article XIV. MISCELLANEOUS

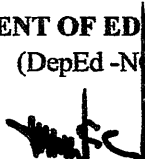
1. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnerships, agency, trust, or other association of any kind between the Parties of persons referred to herein. The employees of each Party shall remain its employees and the concerned employer shall be solely responsible for the wages, benefits, and emoluments of such employees.




2. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.
3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement as of the date first above written.


DEPARTMENT OF EDUCATION- NCR
(DepEd -NCR)


WILFREDO E. CABRAL, CESO III
Regional Director

SPRIX LTD.
(Sprix)


REO SHOJI
Lead Strategy Officer
Global Department

SIGNED IN THE PRESENCE OF:


JENNIFER F. VIVAS
CLMD Chief
DepEd NCR


ALGRACE AVANCENA
Chief Representative of Philippines
Sprix Ltd.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____ personally appeared the following:


Name	Government Issued ID (Details)	Date and Place Issued
WILFREDO E. CABRAL	DepEd ID # 4245471	March 2021, Quezon City
REO SHOJI	Passport# TR6904174	October 2016, Japan

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and they acknowledged to me that the same is their free voluntary act and deed and that of the corporations they represent respectively. This Memorandum of Agreement consists of nine (9) pages including the Annex and this page in which this acknowledgment is written, signed by the parties and their instrumental witnesses every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

NOTARY PUBLIC

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Series of 2022


ATTY. JOYLYN P. DULNUAN
Notary Public
Until December 31, 2023
IBP Lifetime No. 05822
Roll No. 52586
PTR No. 2622641 / 02-22-22QC

