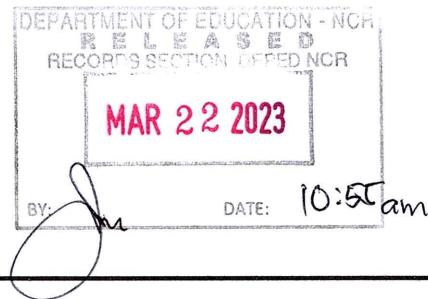




Republic of the Philippines  
**Department of Education**  
NATIONAL CAPITAL REGION



CN-2023-3-17-1759

March 20, 2023


**REGIONAL MEMORANDUM**

No. **183**, s. 2023

**TO** : Schools Division Superintendents  
All Others Concerned

**2023 MILO SPORTS PROGRAM**

1. In reference to the attached communication dated March 15, 2023 from Director Margarita Consolacion C. Ballesteros, Director IV, External Partnerships Service, the field is hereby informed of the conduct of the **44th National Milo Marathon**.
2. The National Milo Marathon will be running the qualifying races in 17 cities nationwide. There will be four categories for the regional races (3K, 5K, 10K and 21K) and five (3K, 5K, 21K and 42K) categories for Metro Manila. The Milo Marathon will kickoff on **March 26, 2023** at the **Mall of Asia Complex, Pasay City** followed by two other races in Batangas and Cagayan de Oro.
3. Participation to this activity shall be subject to DepEd Order No. 9, s. 2005 titled *Instituting Measures to Increase Engaged Time-on-Task and Ensuring Compliance Therewith* and DepEd Order No. 66, s. 2017 titled *Implementing Guidelines on the Conduct of Off-Campus Activities*.
4. For immediate dissemination

  
**WILFREDO E. CABRAL, CESO III**  
Regional Director

Encl.: As stated

Reference:

To be indicated in the Perpetual Index

**Misamis St. Bago Bantay, Quezon City**

Email Address: [ncr@deped.gov.ph](mailto:ncr@deped.gov.ph)

Website: <https://www.depedncr.com.ph>

Doc. Ref. Code	RO-ORD-F004	Rev	00
Effectively	01.26.23	Page	1 of 1

Parents are also invited to a nutritional talk with registered nutritionists for added learning. This program is set to be implemented from June to November 2023.

In this regard, we would like to humbly request for your partnership support and assistance to Nestle-MILO on their sports program implementation to all public schools in Metro Manila by issuing a memorandum allowing learners and teachers to participate on MILO Sports Program in compliance with DepEd Order (DO) No. 9, s. 2005 titled "Instituting Measures to Increase Engaged Time-on-Task and Ensuring Compliance Therewith," and the policy on off-campus activities stated in DO 66, s. 2017.

Attached to this memorandum are the following documents:

1. Approved MOA between DepEd and Nestle dated January 2021
2. DepEd Advisory No.013, s.2023

Should there be any queries regarding the program, your office representative may coordinate with Ms. Dove Cometa of the External Partnerships Service (EPS) via email at [external.partnerships@deped.gov.ph](mailto:external.partnerships@deped.gov.ph) and copy furnish [davedinah.cometa@deped.gov.ph](mailto:davedinah.cometa@deped.gov.ph) and Carlo Sampan, AVP-Head of MILO Sports at [JohnCarlo.Sampan@ph.nestle.com](mailto:JohnCarlo.Sampan@ph.nestle.com).

Your support to this partnership event is highly appreciated.

Thank you very much.

---

**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)



Republic of the Philippines  
**Department of Education**  
EXTERNAL PARTNERSHIPS SERVICE

---

Office the Director  
EPS No. \_\_\_\_\_, s. 2023

FOR : **DR. WILFREDO E. CABRAL**  
Regional Director  
Department of Education-National Capital Region

FROM : **MARGARITA CONSOLACION C. BALLESTEROS**  
Director IV *fflorista*

SUBJECT : **REQUEST FOR PARTNERSHIP SUPPORT/ASSISTANCE FOR  
MILO SPORTS PROGRAM**

DATE : **MARCH 15, 2023**

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NESTLE-MILO has been a partner of the Department for many years. In 2021, they renewed their partnership with DepEd through a Memorandum of Agreement which was signed by the then Secretary Leonor Magtolis Briones for DepEd.

MILO has a number of sports program such as MILO Home Court Program (MHC) which includes distribution of MHC P.E Kits, MILO Champion Habit and Sports Instructional Videos. In 2022, MILO conducted its first ever MILO *Palarong Pambahay*.

For 2023, MILO will conduct the 44<sup>th</sup> National MILO Marathon. The MILO Marathon will be running the qualifying races in seventeen (17) cities nationwide. There will be four categories for the regional races (3K, 5K, 10K and 21K) and five (3K, 5K, 10K, 21K and 42K) categories for the Metro Manila. MILO is expecting a total of 30,000 runners where about seventy percent (70%) are student runners.

The MILO Marathon will kick-off on March 26, 2023 at the Mall of Asia Complex in Pasay City, and will be followed by two other races in Batangas on May 28, 2023 and in Cagayan de Oro on Oct. 29, 2023.

Another MILO program for 2023 is the MILO Champ Camp. A program co-created with DepEd where teachers and coaches prepare sports modules to help students without disrupting classes. Student engagement includes sports module on fundamentals in different sports, in partnership with our sports clinics partners.

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**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City  
Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)

Parents are also invited to a nutritional talk with registered nutritionists for added learning. This program is set to be implemented from June to November 2023.

In this regard, we would like to humbly request for your partnership support and assistance to Nestle-MILO on their sports program implementation to all public schools in Metro Manila by issuing a memorandum allowing learners and teachers to participate on MILO Sports Program in compliance with DepEd Order (DO) No. 9, s. 2005 titled "Instituting Measures to Increase Engaged Time-on-Task and Ensuring Compliance Therewith," and the policy on off-campus activities stated in DO 66, s. 2017.

Attached to this memorandum are the following documents:

1. Approved MOA between DepEd and Nestle dated January 2021
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Should there be any queries regarding the program, your office representative may coordinate with Ms. Dove Cometa of the External Partnerships Service (EPS) via email at [external.partnerships@deped.gov.ph](mailto:external.partnerships@deped.gov.ph) and copy furnish [davedinah.cometa@deped.gov.ph](mailto:davedinah.cometa@deped.gov.ph) and Carlo Sampan, AVP-Head of MILO Sports at [JohnCarlo.Sampan@ph.nestle.com](mailto:JohnCarlo.Sampan@ph.nestle.com).

Your support to this partnership event is highly appreciated.

Thank you very much.

---

**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)



DAVEDINAH COMETA &lt;davedinah.cometa@deped.gov.ph&gt;

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**Partnership Support and Assistance Request for 2023 MILO Sports Program**

2 messages

Sampan, John Carlo, PH-Makati, Brand Management &lt;JohnCarlo.Sampan@ph.nestle.com&gt;

Tue, Mar 14, 2023 at 11:07 AM

To: DAVEDINAH COMETA &lt;davedinah.cometa@deped.gov.ph&gt;

Dear Ms. Cometa,

Greetings in the name of building next generation Champions!

It is with honor to present to your good office a partnership opportunity for health, fitness and physical welfare of Filipino families, including our learners. As MILO celebrates its 59th year in the Philippines, we are launching the MILO ACTIVE PILIPINAS campaign commitment to build a strong nation of champions through our line-up of sports programs. It is for this reason that we are requesting once again DepEd's partnership support and assistance for MILO sports programs in 2023 detailed below.

**National MILO® Marathon**

Starting nearly four decades ago, the MILO Marathon made its mark in the Philippines by being the first marathon to be considered a major national sports event. To this day, it remains the grandest, most prestigious running competition in the country.

Now on its 44th edition, the MILO Marathon will be running the qualifying races in seventeen (13) cities nationwide with one. There will be four categories for the regional races (3K, 5K, 10K and 21K) and five (3K, 5K, 10K, 21K and 42K) categories for the Manila. We are expecting a total of 30,000 runners where about seventy percent (70%) are student runners. The MILO Marathon will kick-off on March 26, 2023 at the Mall of Asia Complex in Pasay City, and will be followed by the two other races in Batangas on May 28, 2023 and in Cagayan de Oro on Oct. 29, 2023.

**MILO Champ Camp**

A program co-created with DepEd where teachers and coaches prepare sports modules to help students without disrupting classes. Student engagement includes sports module on fundamentals in different sports, in partnership with our sports clinics partners. Parents are also invited to a nutritional talk with registered nutritionists for added learning and appreciation of the . This program is set to be implemented from June to November.

For more details, please log-on to [www.milo.com.ph](http://www.milo.com.ph) or contact Mr. Carlo Sampan at 0917.532.36.26 or through e-mail address: [johncarlo.sampan@ph.nestle.com](mailto:johncarlo.sampan@ph.nestle.com).

We hope to gain your support for our programs as we continue to help build champions through the promotion of sports and a healthy, active lifestyle.

A handwritten signature in black ink, appearing to be "John Carlo Sampan". The signature is fluid and cursive, written over a light background.

4/23, 11:33 AM

Department of Education Mail - Partnership Support and Assistance Request for 2023 MILO Sports Program

**CARLO SAMPAN**

AVP-Head of MILO Sports

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image001.png  
24K

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**DAVEDINAH COMETA** <davedinah.cometa@deped.gov.ph>

Tue, Mar 14, 2023 at 11:33 AM

To: "Sampan, John Carlo, PH-Makati, Brand Management" <JohnCarlo.Sampan@ph.nestle.com>

Got this, thanks.

**DOVE COMETA**

Project Development Officer

External Partnerships Service/Adopt-A-School Program

Department of Education Central Office

Room 118 Ground Floor Mabini Building, DepEd Complex Meralco Ave., Pasig City

Tel. No. (02) 638 86 37

[Quoted text hidden]

Advisory No. **013**, s. 2023

March 8, 2023

In compliance with DepEd Order (DO) No. 8, s. 2013  
this advisory is issued not for endorsement per DO 28, s. 2001,  
but only for the information of DepEd officials,  
personnel/staff, as well as the concerned public.  
(Visit [www.deped.gov.ph](http://www.deped.gov.ph))

### 2023 SPORTS PROGRAMS OF NESTLE-MILO

The Nestle Philippines Inc. will conduct the 2023 Milo Sports Programs on the following dates and venues:

Program	Date	Venue
44th National Milo Marathon	March 26, 2023 (Kick-Off)	Mall of Asia Complex, Pasay City
	May 28, 2023	Batangas City
	October 29, 2023	Cagayan de Oro
Milo Champ Camp	June–November 2023	TBA

The National Milo Marathon will be running the qualifying races in 17 cities nationwide. There will be four categories for the regional races (3K, 5K, 10K, and 21K) and five (3K, 5K, 10K, 21K, and 42K) categories for Manila.

A total of 30,000 runners where about seventy percent (70%) student runners are expected to attend.

The Milo Champ Camp 2023 is another program where teachers and coaches prepare modules in the different sports to help students engage in sports without disrupting their classes. Parents are also invited to a nutritional talk with registered nutritionists for added learning.

For more information, contact:

Mr. John Carlo Sampan  
AVP-Head of Milo Sports  
Nestle Philippines Inc.  
31 Plaza Drive, Rockwell Center, Makati City  
Mobile Phone Number: 0917-532-3626  
Telephone Number: (02) 8898-0061  
Email Address: [johncarlo.sampan@ph.nestle.com](mailto:johncarlo.sampan@ph.nestle.com)  
Website: [www.milo.com.ph](http://www.milo.com.ph)



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, hereinafter referred to as the "Agreement", is entered into this 08 day of JAN 2021, 2021 at QUEZON CITY, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, hereinafter referred to as "**DepEd**," a government entity mandated by law, particularly 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 principal address at DepEd Complex, Meralco Ave., Pasig City 1600, Metro Manila, Philippines represented by its **Secretary, LEONOR MAGTOLIS BRIONES**;

-and-

**NESTLÉ PHILIPPINES, INC.**, hereinafter referred to as "**NPI**," a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with administrative offices at the Nestle Center, 31 Plaza Drive, Rockwell Center, Makati City, represented by its **Senior Vice President and Corporate Affairs Head, ARLENE T. BANTOTO**.

### 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";

*See copy*

*shd*



**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**, relative to the Coronavirus Disease 2019 (COVID-19) outbreak, the Office of the President has issued Presidential Proclamation No. 911, s. 2020 declaring a state of public health emergency throughout the Philippines;

**WHEREAS**, in response to the public health emergency, and guided by the issuances on the management of COVID-19 by the Office of the President, the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) in the Philippines, and the Department of Health (DOH), the Department of Education (DepEd) developed a Basic Education Learning Continuity Plan (BE-LCP) for the guidance of all DepEd units. Titled Learning Opportunities Shall be Available: The Basic Education Learning Continuity Plan in the Time of COVID-19, the BE-LCP lays down the direction for basic education in the school year 2020-2021 and shall be operationalized on a rolling basis through implementing issuances, programs, and activities at all governance levels of DepEd;

**WHEREAS**, the BE-LCP provides that lessons may be delivered to the learners, through the following modalities:

1. face-to-face;
2. printed or digital modules delivered to the homes of the learners, or picked up by their parents at designated places, within coordinated schedules;
3. online learning;
4. television or radio-based instruction; and
5. homeschooling;

*sha*

*incan*

**WHEREAS**, on May 25, 2020, the President, as supported by DepEd declared that there will be no face-to-face modality until some conditions are met, and/or until January 2021, depending on the health situation in various localities;

**WHEREAS**, this shift from face-to-face to distance learning modality including various means to mitigate, and preventing the further spread of COVID-19 necessitates the imposition of various measures such as, but not limited to community quarantines, restrictions on movement, adjustments to normal activities, behaviors, and routines, including the temporary closure of schools, which continues to have adverse and significant medical, physical, political, economic, and psychosocial impacts on our teaching and non-teaching personnel, parents and learners;

**WHEREAS**, NPI is engaged in the business of manufacture, distribution, and the sale of various food and beverage products;

**WHEREAS**, NPI is engaged in promoting various socio-civic activities that intend to uplift the welfare of the Filipino teachers and to provide quality basic education to our children;

**WHEREAS**, NPI hereby commits to perform, carry out, and oversee the implementation of the following programs:

1. **Nestlé Wellness Campus Program;**
2. **MILO Home Court Program;** and
3. **Laki sa Tibay Program**, which includes the printing and distribution of Tibay Learning Modules and DepEd Learning Kits, and the inclusion of product samples in DepEd's learning packets;

**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. NPI'S SPONSORSHIP AND ADVOCACIES IN EDUCATION**

1. **Nestlé Wellness Campus Program** is an advocacy program of NPI in partnership with DepEd which is intended to educate elementary and junior high school learners on nutrition, health, and wellness to establish healthier eating, drinking, and lifestyle habits through:

1.1 the promotion of the following seven timely healthy habits through learning modules covering the topics on nutrition, immunity, hygiene, and environment:

- 1.1.1 Choose Nutritious and Varied Options,
- 1.1.2 Manage Portions,
- 1.1.3 Choose to Drink Water and Milk,
- 1.1.4 Play Actively,
- 1.1.5 Enjoy Meals Together,
- 1.1.6 Care for the Planet, and
- 1.1.7 Keep Good Hygiene.

Composed of 27 modules, these include complete lesson guides, PowerPoint presentations, and printable worksheets which are aligned with the K to 12 Curriculum for Health. These modules are intended for Grades 1 to 10 learners;

1.2 the Nestlé Wellness Campus song and dance to emphasize the seven healthy habits and promote physical fitness at home; and

1.3 the Nestlé Wellness Campus Facebook Group for teachers where they can learn, share and apply the best ideas and practices through webinars, cooking demonstrations, and contests.



2. The **MILO Home Court (MHC) Program** is an advocacy to get children into home-based sports programs through the digital platform. Together with partner organizers and experts, MHC empowers parents to engage their children in sports activities that will help ensure their continued holistic development through:
  - 2.1 the distribution of the MHC Physical Education (PE) Kits which contain information about the importance of physical fitness and nutrition and three (3) pieces of MILO 24g packs;
  - 2.2 the sports instructional videos on basics and fundamentals of thirteen (13) different sports created by MILO's partner sports organizers which are aligned with the Most Essential Learning Competencies (MELCs) under MAPEH for learners aged 7 to 12 years. These videos can be used by MAPEH teachers in helping encourage PE at home. More instructional videos are being developed for future assessment; and
  - 2.3 the MILO Champion Habit which is composed of PE activities at home in the form of video modules for elementary school learners. These videos contain different exercises that learners can do.

The MHC sports instructional videos are intended for 5 million elementary learners nationwide.

3. **Laki sa Tibay Program** by Bear Brand Fortified Powdered Milk helps to fill in the nutrition and educational support gaps needed to raise healthy Filipino schoolchildren through:
  - 3.1 the Tibay Learning Modules to support teachers by providing ready to use K to 12 aligned modules on health and nutrition for Grades 1-3 learners. These modules are composed of nineteen (19) modules with complete package of teaching guide, PowerPoint presentations, video, and worksheets;
  - 3.2 printing of DepEd Learning Kits to be distributed to Kindergarten to Grade 3 learners; and
  - 3.3 distribution of Nutrition Kits that contain information about micronutrient deficiency and its prevention to support healthy kids and one (1) free "swak pack" of Bear Brand Fortified Powdered Milk.

The DepEd Learning Kits and Nutrition Kits are intended to benefit three hundred thousand (300,000) learners.

## **Article II. RIGHTS AND RESPONSIBILITIES**

### **1. DepEd shall:**

- 1.1 provide policy guidance and directions to ensure the proper implementation of the Program;
- 1.2 designate a Focal Person to coordinate the implementation of this Agreement;
- 1.3 provide NPI with necessary documents to facilitate selection and identification of target areas/schools, which may include the list of actual learner-beneficiaries for the implementation of the Program;
- 1.4 assist in the evaluation of the implementation of the Program;
- 1.5 coordinate with the NPI in the implementation of the Program, including the acceptance and distribution of the materials;
- 1.6 allow NPI to document portion of the program activities through multi-media and to use the same in its communication materials for television, print, radio, and/or internet/web-based media, in accordance with existing DepEd rules and regulations;

- 1.7 allow NPI to communicate the partnership with DepEd for this Program on TV, print, radio, and/or internet/web-based media, in accordance with existing DepEd rules and regulations;
- 1.8 provide all needed documentation for the substantiation of the distribution of MHC Kits within 3 weeks from delivery to the DepEd Schools Division Offices (SDOs);
- 1.9 upload the approved video materials on DepEd Commons; and
- 1.10 perform other responsibilities necessary for the effective and efficient implementation of the Program.

**2. NPI shall:**

- 2.1 designate a Focal Person to coordinate the implementation of this Agreement;
- 2.2 provide funding and volunteer resources following the provisions covering a particular project of the Program;
- 2.3 provide materials and other learning resources to be uploaded on DepEd Commons;
- 2.4 provide DepEd with regular reports, updates, as well as requested data and information (i.e., name, school, contact number, and email address);
- 2.5 select and identify target areas/schools in close coordination with DepEd for the implementation of the program;
- 2.6 take the lead in the implementation of the Program under the guidance and supervision of DepEd; and
- 2.7 perform other responsibilities necessary for the effective and efficient implementation of the Program.

**Article III. EFFECTIVITY AND TERMINATION**

This Agreement shall be valid immediately upon signing of all Parties. This Agreement shall have a duration of at least five (5) years, which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties.

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 IV. 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 V. 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.

*Kucan*

*shh*

## **Article VI. LIABILITY AND INDEMNITY**

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

## **Article VII. 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 VIII. AMENDMENTS**

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

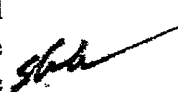
## **Article IX. SETTLEMENT OF DIFFERENCES**

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

## **Article X. DATA PRIVACY**

Any use of personal information and/or sensitive personal information by the Parties shall accordingly be protected and treated with confidentiality and privacy, during and even after the termination of this Agreement, consistent with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules and regulations on the matter.

## **Article XI. 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 partner organizations hold 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. Attribution shall be given to the partner organization.
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 XII. 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 Parties, 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 at.

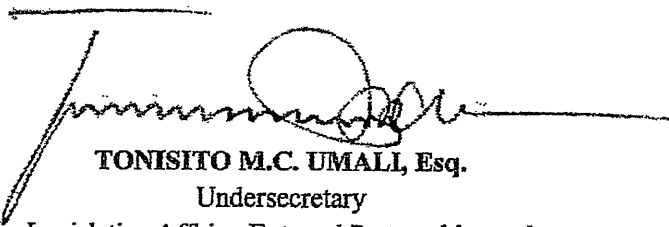
**DEPARTMENT OF EDUCATION**

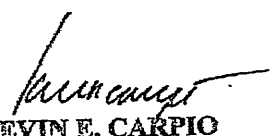
**NESTLÉ PHILIPPINES, INC.**

  
**LEONOR MAGTOLIS BRIONES**  
Secretary

  
**ARLENE TAN BANTOTO**  
Senior Vice President and Head of Corporate  
Affairs

**SIGNED IN THE PRESENCE OF:**

  
**TONISITO M.C. UMALI, Esq.**  
Undersecretary  
Legislative Affairs, External Partnerships and  
Project Management Service

  
**KEVIN E. CARPIO**  
Corporate Affairs Executive

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
**QUEZON CITY** ) S.S.

BEFORE ME, a Notary Public for and in **QUEZON CITY** personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
<b>LEONOR MAGTOLIS BRIONES</b>	PASSPORT NO. D0001058A	3 SEPT 2016 DFA MANILA

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 who acknowledged to me that the same is their free voluntary act and deed and that of the government entity they represent.

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

*[Signature]*  
NOTARY PUBLIC  
ATTY. **ARISTO B. URBINA**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2021  
PTR No. 7188813/1-4-21  
Roll No. 30589  
IBP No. LRN - 03825  
TIN # 168-417-241  
MCLE COMPLIANCE NO. VI-1138352

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Series of 2020  
SERIES OF 2021

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*[Handwritten signature]*



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

Makati ) S.S.

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

Name	Government Issued ID (Details)	Date and Place Issued
ARLENE T. BANTOTO	PASSPORT P1675745A	19 JAN 2017 DFA MANILA

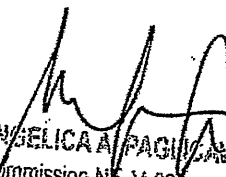
Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and who acknowledged to me that the same is their free voluntary act and deed and that of the government entity they represent.

**JAN 07 2021**

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

NOTARY PUBLIC

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Series of **2020**

  
MARIA ANGELICA A. PACIONAN  
Commission No. M-221  
Notary Public for Makati City  
Until December 31, 2021  
31 Plaza Drive, Rockwell Center, Makati City 1200  
Roll No. 62483 - 29 April 2013  
PTR 8116071 1/2/2020 Makati City  
IBP No. 101570 1/06/2020

*Luca...*

*sta*