

Republic of the Philippines

Department of Education

NATIONAL CAPITAL REGION



March 12, 2023

REGIONAL MEMORANDUM

No. 273 ,s. 2024

To:

Schools Division Superintendents

Division School Governance and Operations Division Chiefs

All Others Concerned

MOMSKWELA IMPACT EVALUATION

- 1. Pursuant to the attached Regional Memorandum No. 742, s. 2021 dated December 22, 2021 regarding Partnership with The Henry V. Moran Foundation, the current Memorandum of Agreement of the Department of Education National Capital Region with The Henry V. Moran Foundation, which facilitates the MomSkwela program, is scheduled to terminate on June 2024.
- 2. In this connection, the Schools Divisions are requested to manage the dissemination of this program evaluation link: https://tinyurl.com/MomSkwelaQ to the MomSkwela program coordinators and beneficiaries on or before March 25, 2024.
- 3. Immediate dissemination and compliance of this Memorandum is desired.

JOCELYN DR. ANI

Director IV

Encl.: As stated

/essd/partnership/glc







Address: 6 Misamis St., Bago Bantay, Quezon City

Email address: ncr@deped.gov.ph

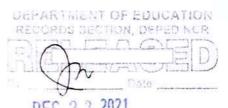
Website: depedner.com.ph

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



Republic of the Philippines Department of Education

NATIONAL CAPITAL REGION



DNCR-F-ORD-033/RO/01112019

REGIONAL MEMORANDUM NCR No. 7 4 2 s. 2021

To

Schools Division Superintendents

From

WILFREDO E. CABRAL

Regional Director, DepEd NCR and

Officer-In-Charge, Office of the Undersecretary Human Resource and Organizational Development

Subject:

Partnership with The Henry V. Moran Foundation

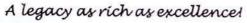
Date :

December 22, 2021

- 1. The DepEd NCR and The Henry V. Moran Foundation Inc., have forged a Memorandum of Agreement (MOA) dubbed as **MOMSKWELA**, a school-based program designed to provide mothers and teachers with values formation and skills development.
- 2. The said program will run for three (3) years commencing December 21, 2021 until June 20, 2024. Each division is requested to identify one (1) public elementary school as pilot school for the first year of implementation to be submitted to this Office through email joan.pedroche@deped.gov.ph (Attention: Ms. JOAN R. PEDROCHE, Project Development Officer IV, ESSD) on or before December 28, 2021. Attached is a copy of the MOA, for reference.
- 3. In view of the foregoing, the Schools Divisions are enjoined to extend their full support to the said undertaking.
- 4. For immediate dissemination.

/essd/joan/





Misamis St, Bago Bantay, Quezon City Tel. Nos.: 920-5824; 926-2213 loc. 801 Email Address: ncr@deped.gov.ph Website: http://www.deped.gov.ph/regions/ncr/



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MEMORANDUM OF AGREEMENT

This Agreement made and entered into this DEC 2302021 at PASIG CITY Philippines, by and between:

The DEPARTMENT OF EDUCATION-National Capital Region (DepEd NCR) an Agency of the national government of the Republic of the Philippines, created by virtue of Batas Pambansa (B.P.) No. 232 or the "The Education Act of 1982" as amended by Republic Act (R.A.) No. 9155 otherwise known as "Governance of Basic Education Act of 2001", with principal office address at Misamis St., Bago Bantay, Quezon City, represented by its Regional Director, WILFREDO E. CABRAL, herein referred to as "DepEd NCR";

-and-

THE HENRY V. MORAN FOUNDATION, INC., a non-stock, non-profit institution organized and existing under the laws of the Republic of the Philippines, with office address at 3rd Floor, Missouri Square Bldg., 101 Connecticut corner Missouri Sts., Greenhills, San Juan City, Metro Manila, represented by its Chairman, DANIEL M. MORAN, and GERMELINA M. DINOPOL, hereinafter referred to as THE HENRY V. MORAN FOUNDATION, INC.

WITNESSETH THAT:

WHEREAS, DepEd NCR, through the Education Support Services Division, believes that partnership is an important paradigm in delivering and achieving development goals and services;

WHEREAS, THE HENRY V. MORAN FOUNDATION, INC. desires to provide mothers and educators with values formation and skills development through its Division, the MOMSKWELA.

WHEREAS, the Parties shall comply with the provisions of 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 DepEd Order No. 28, s. 2001";

WHEREAS, DepEd acknowledges the role of THE HENRY V. MORAN FOUNDATION, INC. through MOMSKWELA in its support to the implementation of programs for teachers and parents in empowering homes and communities;

WHEREAS, DepEd and THE HENRY V. MORAN FOUNDATION, INC. through MOMSKWELA, decide to enter into additional points of partnership for complementation and strengthening of DepEd's programs that address issues of access, quality and governance;

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. PROJECT INITIATIVE

 The Parties will work as partners in the planning, implementation, monitoring and evaluation of MOMSKWELA programs, its component Project Models, and interventions applicable and in alignment to DepEd's initiatives and programs addressing the issues of access, quality and governance in the basic education sector. The Parties will explore collaboration on possible support from each other's organization, based on each institutional capacities in implementing and sustaining the project.

Article II. PROGRAM SCOPE AND BENEFICIARY

MOMSKWELA shall provide mothers and educators with relevant transformative learning that combines knowledge improvement, skills development and values formation through interactive talks, individual and group dynamics, and personal mentoring dialogues and consultations.

The three-year MOMSKWELA Program target beneficiaries are Educators/ Teachers and Mothers of students, who often face greater pressures and challenges when it comes to raising their families. Limited by their financial inadequacies, they are hard-pressed when it comes to providing the physical, emotional, psycho-social and spiritual needs of their family members, particularly their children. They struggle to find solutions, and when they do, they are either inadequate, insufficient or even inappropriate. They therefore need to be motivated, supported and empowered with relevant skills and knowledge in home management, relationship-building and parenting.

This project/program also aims to enable the learners (teachers and parent leaders) to apply critical thinking skills and problem solving in daily life situations in order to improve their lives, as well as the quality of life of the people in the community. The children/students will experience success in their learnings through the modules and activities they will perform in the class, which may be applied and observed at home.

Article III. RIGHTS AND RESPONSIBILITIES:

Section 1. DepEd shall:

- 1.1 Issue a Memorandum to all Concerned DepEd offices and field offices at various levels (Division, District and Schools) to support/enforcement of this Memorandum of Agreement;
- 1.2 Designate a Focal Person to serve as MomSkwela Partnership Coordinator for this Partnership Agreement, who will regularly coordinate and work with MOMSKWELA counterpart Focal Person at various levels (Division, District and Schools). The Focal Person whose regular functions may cover the duties of such, shall not receive compensation in addition to his/her salary.
- 1.3 Ensure the availability and use of DepEd facilities as venue for the trainings and other capacity-building activities and MOMSKWELA components as well as provide logistical and technical support whenever necessary in the implementation of this program/project;
- 1.4 Share relevant data, policies, guidelines, modules and toolkits, etc. to MOMSKWELA that could help provide inputs to enhancing education
- 1.5 Plan the programs under this Contract, subject to applicable laws, rules and regulations;

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1.6 Facilitate the timely provision to designated MOMSKWELA point person/s of requested reports and statistics from DepEd's Division and District offices, for use in informed education programming, targeting, analysis and evaluation, subject to limitations set by DepEd.

- 1.7 Monitor and evaluate, together with MOMSKWELA and community-based organization partners, the effect/impact of MOMSKWELA programs;
- 1.8 Cost-share in terms of maximization of learning materials, and facilities from DepEd with MOMSKWELA the administrative and logistical needs of the Project model subject to availability of funds and in accordance with R.A. 9184 or the Government Procurement Reform Act and government accounting and auditing rules and regulations; and
- 1.9 Ensure delivery/provision of the foregoing Project-Based undertakings as reflected in Section 1-8 of this Article III.

Section 2. MOMSKWELA shall:

- 2.1 Collaborate with DepEd on the contextualization and execution of the applicable MomSkwela Project Models and Key Initiatives, as envisioned:
- 2.2 Provide DepEd NCR, Division and District offices with regular reports, updates, as well as requested data and information that could help provide inputs to enhancing education programming in the partnership;
- 2.3 Explore the possibility of reproducing existing materials instead of developing new ones;
- 2.4 Provide Resource Persons/Subject Matter Experts who will deliver the learning objectives of the program modules;
- 2.5 Implement relevant capability-building programs inherent to the MomSkwela Project Model which support DepEd's existing initiatives in empowering teachers and parents;
- 2.6 Furnish regular reports and updates to DepEd on the Programmes, Projects and initiatives relevant to this partnership agreement. The cost equivalent of the activities shall be reflected in the report.

Article V. TERM AND TERMINATION

This agreement shall be effective from the date of its execution until June 30, 2024 and may be renewed every three years subject to mutual agreement and assessment of the Parties. Either party may terminate this Agreement by serving the other Party a two (2) month prior written notice:

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 instrument 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 LIABILITY, INDEMNITY, AND SEPARABILITY CLAUSE

In case of breach of this Agreement, or violation of any law, the Party responsible thereto shall be solely liable and shall indemnify the Parties affected by the breach.

Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

Article VIII. BREACH OF CONTRACT

The violation or omission of any of the provisions of this Agreement shall be ground for the termination of this Agreement, without prejudice to other remedies available to the aggrieved party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of any other provision of this Agreement, unless expressly stated.

Article IX. AMENDMENTS

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except in writing signed by a duly authorized officer or representative of each of the parties hereto.

Article X. SETTLEMENT OF DISPUTE

In case of conflict between the parties arising from this Agreement, both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their conflict or dispute. Should the Parties fail to reach an amicable settlement of their dispute, the Parties agree to submit to arbitration, in accordance with governing laws and regulations.

Article XI. DATA PRIVACY

- Any data and information gathered, obtained, used, or processed in relation to the MOA, which are covered by the "Data Privacy Act of 2012" and the governing rules and regulations should accordingly be protected and treated by both PARTIES with confidentiality and privacy, during and even after the termination of the MOA.
- 2. Both Parties shall ensure strict compliance with the Data Privacy Act of 2012, its Implementing Rules and Regulations, other relevant laws and other issuances of the National Privacy Commission.

Article XII. MISCELLANEOUS

1. All Parties shall comply with Republic Act No. 8293, otherwise known as the Intellectual Property Code of the Philippines.

2. Nothing in this Agreement shall constitute a partnership among the parties nor constitute one party the agent of the other parties and vice versa. Except as set out in this Agreement, no party shall have express or implied authority to bind or represent any other party for any purpose whatsoever unless expressly agreed in writing by the party concerned.

3. The parties shall not assign their responsibilities to any third party without prior written notice to the other parties.

4. This Agreement constitutes the entire agreement among the parties and supersedes all previous agreements and all previous undertakings, representations, warranties and conditions made or given by or on behalf of the parties to the others, relating to the subject matter of this Agreement, whether oral or written, express or implied.

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

DEPARTMENT OF EDUCATION

Regional Director
DepEd NCR

By:

DANIEL M. MORAN Chairman

THE HENRY VIMORAN FOUNDATION, INC.

Edinopol

GERMELINA M. DINOPOL

President

MOMSKWELA

SIGNED IN THE PRESENCE OF:

ARNULFO & BALANE
Assistant Regional Director

<u>ACKNOWLEDGMENT</u>

REPUBLIC OF THE PHILIPPINES)	
PASIG CITY	S.S.

Callery By

PASIG CITY

BEFORE ME, a Notary Public for and in (Location of the Notary Public) personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
The Henry V. Moran Foundation, Inc. By: Daniel M. Moran Germelina M. Dinopol	TIN: 103-635-520 TIN: 103-869-925	

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 seven (7) pages including this page in which this acknowledgment is written, signed by the parties in their instrumental witnesses each and every page thereof.

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

Doc. No.

Book No.

Series of 2021

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)	
OUEZON CIT	s.s

BEFORE ME, a Notary Public for and in (Location of The Notary Public) personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
Department of Education By: Wilfredo E, Cabral	DepEd ID no. 4245471	March 2021, Quezon City

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NOTARY PUBLIC

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Series of 2021