



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

April 25, 2024

**REGIONAL MEMORANDUM**

No. 407 s. 2024

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

**PARTNERSHIP WITH ASIA SOCIETY FOR SOCIAL IMPROVEMENT AND SUSTAINABLE TRANSFORMATION (ASSIST)**

1. Attached is the signed Memorandum of Agreement of DepED -National Capital Region and The Asia Society for Social Improvement and Sustainable Transformation (ASSIST). The partnership focuses on education, health, environment and disaster risk reduction management all of which adhere to the top five priorities of DepEd NCR.

2. In this connection, all Divisions are requested to send Senior High School (SHS) teachers to attend the conduct of Project NextGen on April 27 and May 4, 2024, 8:00am to 5:00pm at NEAP Marikina as follows :

		<b>Number of Attendees</b>	<b>SDO</b>
Batch 1 April 27, 2024	TVL/TVET/TLE teachers	25	Caloocan City
		21	Las Pinas City
		21	Malabon City
		21	Mandaluyong City
		25	Manila
		21	Marikina City
		21	Muntinlupa City
Batch 2 May 4, 2024	Open (SHS teachers)	5	Makati City
		5	Navotas
		21	Paranaque City
		21	Pasay City
		21	Pasig City
		25	Quezon City
		5	San Juan City
		21	Taguig City-Pateros
		21	Valenzuela City



Address: 6 Misamis St., Bago Bantay, Quezon City  
 Email address: ncr@deped.gov.ph  
 Website: depedncr.com.ph

Doc. Ref. Code	RO-ORD-F004	Rev	00
Effectivity	01.26.23	Page	1 of 2



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

---

3. Participants shall register in this link : <https://tinyurl.com/NextGenASSIST>
4. Teaching personnel may avail the Service Credit for every complete eight hours service rendered during the training, subject to existing policies and guidelines of DepEd and Civil Service Commission
5. Travel expenses and other incidental expenses of the participants shall be charged to the Local Funds and/or Maintenance and Other Operating Expenses (MOOE), subject to the usual accounting and auditing rules and regulations.
6. Immediate dissemination and compliance of this Memorandum is desired.

**JOCELYN DR ANDAYA**  
Director IV

Enclosed : as stated



---

Address: 6 Misamis St., Bago Bantay, Quezon City  
Email address: [ncr@deped.gov.ph](mailto:ncr@deped.gov.ph)  
Website: [depedncr.com.ph](http://depedncr.com.ph)

Doc. Ref. Code	RO-ORD-F004	Rev	00
Effectivity	01.26.23	Page	2 of 2

## MEMORANDUM OF AGREEMENT

This *Memorandum of Agreement* executed, by and between:

The **DEPARTMENT OF EDUCATION - NATIONAL CAPITAL REGION**, a government entity mandated by law, particularly B.P 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 Misamis St., Bago Bantay, Quezon City, Metro Manila, Philippines represented by its Regional Director, **JOCELYN ANDAYA**, herein referred to as "**DepEd NCR**";

-and-

The **ASIA SOCIETY FOR SOCIAL IMPROVEMENT AND SUSTAINABLE TRANSFORMATION**, a non-stock, non-profit organization duly organized under the laws of the Republic of the Philippines with principal office at 8/F Montepino Building, 138 Adelantado Street, Legaspi Village, Makati City, represented by its Executive Director, **FRANCIS MACATULAD**, hereinafter referred to as "**ASSIST**";

Collectively they are referred to as "**PARTIES**".

### WITNESSETH THAT:

**WHEREAS**, DepEd believes that one way of fulfilling its mandate and functions in providing better delivery of basic education is to collaborate with other government and non-government organizations and other stakeholders for auxiliary resources;

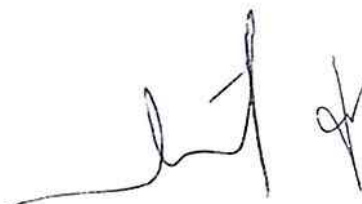
**WHEREAS**, Republic Act No. 8525 (RA 8525), otherwise known as the "Adopt-a-School Act of 1998" was enacted to encourage private entities to assist in the delivery of better quality education to public schools in the country, particularly in the poverty-stricken provinces;

**WHEREAS**, DepEd in line with the policy enunciated under Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health, and DepEd Order No. 6, s. 2012 and DepEd Order No. 48, s. 2016, does not deal with the tobacco industry, except to the extent strictly necessary to effectively regulate the tobacco productsK

**WHEREAS**, DepEd, in compliance with Executive Order No. 51 on the "Adopting a National Code of Marketing of Breastmilk Substitute, Breastmilk Supplements and Related Products, Penalizing Violation Thereof, and for Other Purposes" and with DepEd Order No. 80, s. 2012 entitled "Strengthening the Integration of Breastfeeding Education in the Curriculum, Setting up and Sustaining the Operation of Lactation Stations in Schools and Compliance with Executive Order No. 51," does not engage with companies manufacturing milk and infant products;

**WHEREAS**, DepEd National Capital Region top five (5) priorities are: (1) Keep school age children in school, (2) Improve foundational skills of learners, (3) Capacitate School

JOCELYN DR. ANDAYA  
Director IV



Heads and teachers, (4) Ensure learner-centered environment, and (5) Strengthen governance.

**WHEREAS**, ASSIST aims to strengthen and support efforts to prepare Filipino youth to adapt to changes and developments in industries, as nations transition to technological advancements and a greener economy. ASSIST Projects include initiatives on education, health, environment, disaster risk reduction management, among others. These projects are geared towards the youth, women, young professionals, and other sectors in the society.

**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 Program Description and Scope**

ASSIST programs and projects focuses on education, health, environment, disaster risk reduction management, (all of which adhere to the top five (5) priorities of DepEd NCR) as follows:

- a. provision of knowledge and skills training to both learners and teachers, teaching and non-teaching personnel;
- b. support to projects that ensure provision of learner-centered environment, health and safety education and supplies;
- c. support and assistance in green environment projects; and
- d. delivery of disaster risk-reduction management projects and support to existing programs.

The collaboration between DepEd-NCR and ASSIST will enhance the skills and knowledge of the youth workforce and help improve the employability of graduates. This industry-academia partnership will strengthen the link between education and employment, ensuring graduates are equipped with the skills needed to thrive in the workforce. Aside from students and graduates, this collaboration will also benefit teaching and non-teaching personnel of DepEd encompassing the general education agenda set by DepEd.

**Article II Program Beneficiary**

Beneficiaries of ASSIST in the DepEd community include students, children, youth, teachers and non-teaching personnel.

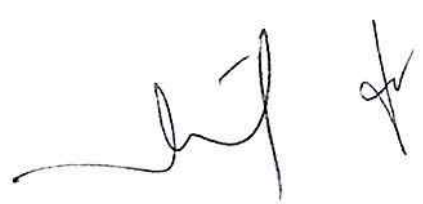
**Article III Program Cost**

The costs of ASSIST projects are dependent on specific initiatives as determined upon implementation and will be indicated in the Deeds of Donation.

**Article IV Rights and Responsibilities**

**Section 1. DepEd shall:**

  
JOCELYN DR. ANDAYA  
Director IV



1.1 Actively engage with ASSIST in the projects including decision-making processes;

1.2 Assign one focal and point person to coordinate and collaborate with ASSIST programs, projects and activities approved by the Regional Director; and

1.3 Monitor the implementation of the DepEd-ASSIST engaged programs, projects and activities for impact and outcome evaluation.

**Section 2. ASSIST shall:**

2.1 Seek and establish partnerships and donors to fund educational programs aligned with DepEd NCR top five priority programs. ASSIST shall shoulder all costs of donated projects for DepEd NCR;

2.2 Monitor the projects' progress, report and update DepEd NCR and evaluate impact and outcomes; and

2.3. Develop learning materials with DepEd NCR which can be used to expand the reach and impact.

**Section 3. Joint Responsibility:**

3.1 Organize and oversee the implementation of relevant educational and capacity-building programs to ensure successful outcomes;

3.2 Provide technical expertise in relevant areas such as but not limited to job-readiness, green skills, and digital literacy; and

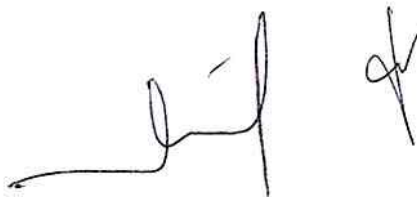
3.3 Engage in knowledge-sharing and advocacy efforts related to the DepEd objectives for improving learning outcomes, namely:

- a. Improve foundational skills of learners;
- b. Capacitate school heads and teachers; and
- c. Ensure a learner-centered environment.

**Article V Terms and Termination**

This MOA shall take effect when signed by both **PARTIES** and will remain in effect for an initial period of three (3) years. After three years, both institutions agree to evaluate this MOA for future cooperation.

JOCELYN DR. ANDAYA  
Director IV



Both institutions acknowledge that this MOA is subject to revision at any time by mutual consent.

**Article VI Capacity and Authorization**

ASSIST and DepEd each represent and warrant to, and agree with, the other that:

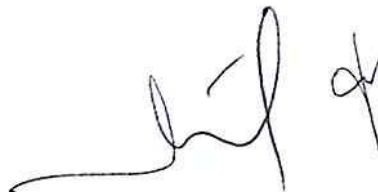
- A. Each party has the right, power, and authority to enter into and perform its obligations under this Agreement.
- B. Each party has taken all requisite partnership or corporate action, as applicable, to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself.
- C. The fulfillment of each party's obligations will not constitute a material violation of any existing applicable law, rule, regulation, or order of any governmental authority, or contract to which it is subject. All public or private consents, permissions, agreements, licenses, or authorizations necessary for the performance of its obligations under this Agreement to which it is subject have been obtained, or shall be obtained, in a timely manner.
- D. Each party does not know of any broker, finder, or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, or of any broker, finder, or intermediary who might be entitled to a fee or commission upon the consummation of the transactions contemplated by this Agreement.

**Article VII Liability, Indemnity, and Separability Clause**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. The **PARTIES** shall endeavor to replace any invalid, illegal, or unenforceable provision with one that, to the greatest degree practicable, meets the original intent of the **PARTIES**.

The **PARTIES** shall hold each other free from and against any and all suits, claims, and liabilities for any injury, death, loss, damage, or destruction that may arise from or occasioned by the exercise of their rights and obligations under this Agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives or employees. This obligation will survive the Agreement's termination.

  
JOCELYN DR. ANDAYA  
Director IV



## **Article VIII Child Protection, Gender Equality, and Inclusive Education**

- A. The **PARTIES** shall adhere to and promote Philippine laws safeguarding the rights of children and the Convention on the Rights of the Child (CRC), in which the best interest of the child is the primary consideration. Both **PARTIES** shall transact only with companies with existing national labor laws and regulations as regards their employment practices (minimum age of employment, wages, working conditions), including apprenticeships for children beyond the age of primary schooling.
- B. Likewise, both **PARTIES** agree to abide by the basic principles of gender equality and comply with the provisions of existing gender-related international conventions and national laws. Specifically, both **PARTIES** shall ensure that no gender-based discrimination takes place in the course as part of this engagement, both **PARTIES** shall promote gender-sensitive language, including but not limited to promotional materials, recordings and publications.
- C. Both **PARTIES** shall follow the 2009 Department of Education Order No. 72 defining inclusive education as the philosophy of accepting all children regardless of race, size, shape, color, ability or disability with support from school staff, students, parents and the community.

## **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 or any part or portion thereof shall be amended, modified, or revised only through a formal written agreement between the **PARTIES** hereto citing the specific clause(s) and/or provisions to be revised and the corresponding amendments.


## **Article XI Miscellaneous**

### **Section 1. Intellectual Property**

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

### **Section 2. Data Privacy**

All data of information belonging to or provided by DepEd should be protected and shall not be used without the express written consent of DepEd during the term and even after the termination of the Agreement, thus the data and information should be in compliance with the confidentiality and privacy requirement enshrined under



Section 4 of Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012".

**IN WITNESS WHEREOF**, the parties hereunto have affixed their respective signatures this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_, Philippines.

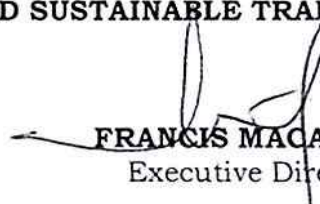
**DEPARTMENT OF EDUCATION  
NATIONAL CAPITAL REGION**

**JOCELYN DR. ANDAYA**  
Director IV



**ASIA SOCIETY FOR SOCIAL IMPROVEMENT  
AND SUSTAINABLE TRANSFORMATION**

**FRANCIS MACATULAD**  
Executive Director



**SIGNED IN THE PRESENCE OF:**

**CRISTITO A. ECO**  
Assistant Regional Director, DepEd NCR

**FLORENCE DE CASTRO**  
Associate Director, ASSIST





**ACKNOWLEDGMENT**

**REPULIC OF THE PHILIPPINES)**  
City of \_\_\_\_\_) S. S.

**BEFORE ME**, a Notary Public, for and in the City of QC, this 12th day of April, 2024, personally appeared:

	ID No.	Issued on/Issued at
<b>JOCELYN DR. ANDAYA</b>	_____	_____
<b>FRANCIS MACATULAD</b>	<u>NO4-84-026043</u>	<u>September 7, 2022</u>


Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of \_\_\_\_\_ pages, including the page in which this Acknowledgment is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, on the date and place above written.

**NOTARY PUBLIC**

Doc. No. 14 ;  
Page No. 4 ;  
Book No. 2 ;  
Series of 2024

  
**ATTY. JOYLYN P. DULNUAN**  
 Notary Public  
 Until December 31, 2025  
 IBP Lifetime No. 05822  
 Roll No. 52586  
 PTR No. 5409986 / 1/5/24 QC

  
**JOCELYN DR. ANDAYA**  
 Director IV

