




Republic of the Philippines
Department of Education
 NATIONAL CAPITAL REGION

REGIONAL MEMORANDUM

ORD-2024-1344

TO : **SCHOOLS DIVISION SUPERINTENDENTS**
 SDO Caloocan City
 SDO Malabon City
 SDO Marikina City
 SDO Quezon City

FROM : **JOCELYN DR ANDAYA** 
 Regional Director, NCR
 Concurrent Officer-In-Charge
 Office of the Assistant Secretary for Operations

SUBJECT : **LIST OF IDENTIFIED SCHOOLS FOR NESTLÉ BEAR BRAND TIBAY NUTRISYON, TIBAY SA EDUKASYON PROGRAM**

DATE : **December 20, 2024**

1. In connection with Regional Memorandum No. 1279, s. 2024 dated November 28, 2024 titled **Ceremonial MOA Signing with DepEd NCR Partners**, the Schools Divisions concerned are hereby informed of the forged Memorandum of Understanding between DepEd NCR and Nestlé Philippines *dubbed as Bear Brand Tibay Nutrisyon, Tibay sa Edukasyon Program*.
2. Listed below are the following schools who will be beneficiaries of the pilot implementation of the said program.

1. Fortune Elementary School	-	SDO Marikina City
2. San Roque Elementary School	-	SDO Marikina City
3. St. Mary Elementary School	-	SDO Marikina City
4. Guillermo S. Sanchez Elementary School	-	SDO Malabon City
5. Catmon Elementary School	-	SDO Malabon City
6. Potrero Elementary School	-	SDO Malabon City
7. Camarin Elementary School	-	SDO Caloocan City
8. Cecilio Apostol Elementary School	-	SDO Caloocan City
9. Ramon Magsaysay Elementary School	-	SDO Quezon City
3. The usual cooperation of all SDOs concerned is desired. Attached is a copy of the Memorandum of Understanding, for reference.
4. For immediate dissemination.

Encl.: as stated



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



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding ("**Memorandum**") is made and entered into by and among:

THE DEPARTMENT OF EDUCATION of the Republic of the Philippines, through its Regional Office at the National Capital Region, with offices at the DepEd-NCR Complex, Misamis St., Bago Bantay, Quezon City represented herein by **JOCELYN DR ANDAYA**, Director IV, hereinafter referred to as "**DepEd-NCR**";

-and-

NESTLÉ PHILIPPINES, INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with administrative offices at the Nestlé Center, 31 Plaza Drive, Rockwell Center, Makati City, represented in this Act by its Senior Vice President and Business Executive Officer – Dairy Health and Nutrition Solutions, **MS. PAMELA T. TAKAI**, hereinafter referred to as "**NPI**";

Each, a "**PARTY** or **Party**," and collectively they are referred to as "**PARTIES** or **Parties**".

RECITALS

WHEREAS, the **DepEd-NCR** is the lead government agency that formulates, implements, and coordinates policies, plans, programs and projects in the areas of formal and non-formal basic education and supervises all elementary and secondary education institutions under its jurisdiction;

WHEREAS, **DepEd NCR** 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.

WHEREAS, **DepEd NCR**'s top five (5) priorities are: (1)Keep school age children in school, (2)Improve foundational skills of learners, (3)Capacitate School Heads and teachers, (4)Ensure learner-centered environment, and (5)Strengthen governance.

WHEREAS, Coming from a successful launch and execution of the Nestle Wellness Campus, **NPI** aims to expand the Nestle Wellness Campus Program and further collaborate with **DepEd-NCR** to improve the foundational skills of learners and foster learner-centered environments by providing learning resources and

organizing inter-school activities while promoting nutrition, health and wellness, ultimately contributing to the development of stronger and healthier students, and in this connection, **NPI**, through its Dairy Health and Nutrition Solutions Business Unit, will develop a school-based program entitled the “BEAR BRAND® Tibay sa Nutrisyon, Tibay sa Edukasyon” (the “**Project**” or the “**Program**”).

WHEREAS, **DepEd-NCR**, and **NPI** desire to collaborate for the successful implementation of the Project in selected DepEd-NCR Public Elementary Schools located in the National Capital Region from 4 December 2024 to 10 February 2025;

NOW, THEREFORE, the **PARTIES** hereby set out the terms and conditions under which this partnership will be governed.

1. **NPI**, has established and intends to implement the Project, a program that aims to:
 - 1.1. Provide educational resources that support both teachers and students in improving reading skills.
 - 1.2. Help improve the nutritional status of students, which is essential for effective learning.
 - 1.3. Foster a love for reading and provide access to age-appropriate and proficiency-appropriate books.

2. **Duration:** This Project shall run beginning from 04 December 2024 until 10 February 2025 and may be subject to extension based on the mutual agreement of the parties.

3. **NPI** shall have the following obligations:

- 3.1. In collaboration with **DepEd-NCR** through Curriculum and Learning Management Division and external experts, develop and provide softcopy modules and worksheets for Grades 1 to 3 under remedial classes to help improve these learners’ reading proficiency
- 3.2. Provide the first 500 hard copies. Schools may opt to print more hard copies as needed.
- 3.3. Provide ten bookshelves (one bookshelf per school) and fifty curated books¹ to select schools to encourage learners to practice their skills and cultivate love for reading.
- 3.4. Support nutrition of these learners under remedial classes by providing 1 glass of BEAR BRAND Powdered Milk Drink every school day within the duration of the program implementation to 1,000 learners before regular class starts. NPI to provide necessary materials for this supplementary feeding program (drinking containers, purified water, etc.)
- 3.5. Launch the program on December 4, 2024 with a 15-20 minute segment done simultaneously among the ten identified schools for the first five hundred Grades 1 to 3 students (criteria to be determined by

¹ Age-appropriate reading proficiency books

the school administrators) wherein they will be given BEAR BRAND Powdered Milk Drink wet samples.

- 3.6. It is understood that the execution of Sections 3.4. and 3.5. shall be done by NPI's appointed third-party agency who shall safely execute and monitor the same.
 - 3.7. Provide timely and effective media amplification for the Project on print, TV and digital (web and/or internet-based) media.
 - 3.8. Conduct an evaluation/impact assessment of the Program.
4. The **DepEd-NCR** shall have the following obligations:
- 4.1. Provide guidance and technical advice to the identified Divisions and Schools to ensure proper implementation of the Project
 - 4.2. Monitor the implementation of the Project for impact and outcome evaluation
 - 4.3. Coordinate and assist **NPI** in monitoring the implementation of the Project
 - 4.4. Coordinate with **NPI** on the conduct of impact research of the Project to secure recommendation from results of the study
 - 4.5. Allow and facilitate the distribution of provided DepEd-approved learning resources (modules, worksheets, bookshelves)
 - 4.6. Allow and facilitate the preparation and distribution of BEAR BRAND Powdered Milk Drink to select learners every school day and secure written consent from parents/guardians of participating students.
5. The **PARTIES** understand and agree that:
- 5.1. Their representatives to this Memorandum are duly authorized to sign the same and to bind the organizations to the terms and conditions thereof;
 - 5.2. For any and all articles, endorsements, press releases and communication materials in connection with the Project or the Parties' involvement in the Project, **NPI** and **DepEd-NCR** must be duly acknowledged. Moreover, no such article, endorsement, press release or communication material shall be made without the prior approval of both **NPI** and **DepEd-NCR**;
 - 5.3. All rights to the learning resources developed and/or produced pursuant to this Memorandum belong to **NPI**. Except as expressly provided in this Memorandum, the modules, or any portion thereof, cannot be copied, reproduced, transmitted, uploaded or otherwise used without the express written consent of **NPI**;

- 5.4. **NPI** shall be allowed to record and/or document (in any format, including, but not limited to, photographs and videos) any portion of the Project and to use the same in communications material of **NPI** for any media, such as, but not limited to, television, print and/or internet/web-based media, provided that consent of the individual/s that will be involved were sought;
- 5.5. The Project shall not be entered into any competition, contest, recognition ceremony, publication or other similar event and publications without the prior consent of both **NPI** and **DepEd-NCR**. At such events, the Parties shall ensure that both **NPI** and **DepEd-NCR** are properly acknowledged;
- 5.6. Each PARTY shall not use the other PARTY's logos and/or trademarks on any press releases or communication materials without such other PARTY's written approval;
- 5.7. 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. In the performance of their respective Project-related obligations under this Memorandum, both Parties shall transact only with companies with existing permits under applicable 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;
- 5.8. 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 of this engagement, and shall promote gender-sensitive language in connection with the Project, including but not limited to, promotional materials, recordings and publications related to the Project;
- 5.9. 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;
- 5.10. Both **PARTIES** shall comply with Republic Act No. 8293, otherwise known as the Intellectual Property Code of the Philippines, to the extent applicable to their respective obligations under this Memorandum;
- 5.11. All data or information belonging to or provided by **DepEd NCR** should be protected and shall not be used without the express written consent of **DepEd NCR** during the term and even after the termination of this Memorandum, 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”.

5.11.1. In the event that personal data of participants will be processed, all parties, including agencies to be appointed, and other contractors shall adhere to Annex “A” Data Management herein attached.

5.12 This Memorandum has been entered into in compliance with Executive Order No. 51 and its Revised Implementing Rules and Regulations, otherwise known as the Revised Milk Code; and all applicable and related laws, rules and regulations (hereinafter referred to as the “Related Laws”). Both parties manifest that they have read, understood and agree to abide by the Revised Milk Code and the Related Laws. Any violation by of the Revised Milk Code and/or the Related Laws shall be deemed a breach of this Memorandum and shall constitute grounds for the immediate termination of this Memorandum without need of further notice.

6. After the duration of the Project, as specified in Clause 2 of this Memorandum, the rights of the Parties over the output of the Project shall be as follows:

6.1. Photo video documentation of the Project shall jointly belong to the **DepEd-NCR** and **NPI**. It is the responsibility of **DepEd-NCR**, through the schools, to obtain consent of the parents/guardians of the participating students in relation to the photo/video documentation of the events or activities in connection with the Project. Either Party shall be free to use the same in connection with the Project without prior permission from the other Party. Where use shall be purposes outside of the Project, the other Party’s prior consent shall be obtained in writing.

7. Each PARTY (the “Indemnifying PARTY”) shall hold the other PARTY free and harmless from any and all claims made or filed by any person arising from any loss, damage, injury, during or on occasion of implementation of the Project, which is due to the fault or misconduct committed by the Indemnifying PARTY.

8. The **PARTIES** hereby acknowledge that, in the course of carrying out their obligations and duties in connection with the Project, they, their employees, agents or representatives, may receive from, or be furnished by or on behalf of, the Project implementers, information of a confidential nature (the “Confidential Information”). The **PARTIES** agree and undertake to limit their disclosure of Confidential Information to those persons with a legitimate need to know and only under conditions of confidentiality. The **PARTIES** further agree not to exploit the Confidential Information for purposes not contemplated under this Memorandum, and to use the same only in relation to the Project and to implement their obligations under this Memorandum.

The obligations of confidentiality and restricted use shall not apply to Confidential Information which:

- 8.1. is already in the public domain or within public knowledge prior to the execution of this Memorandum;
- 8.2. is required to be disclosed under any applicable law or regulation or any judicial order, provided that, in such event, the receiving Party shall:
 - a. give the disclosing Party immediate written notice thereof (including the manner of disclosure required) as soon as reasonably practicable, together with a written legal opinion confirming the required disclosure, unless such notice is prohibited under such law, regulation or judicial order; and
 - b. not effect any disclosure that is more extensive than that required by such law, regulation or judicial order and take all reasonable actions to seek confidential treatment of the Confidential Information disclosed.
9. This Memorandum is entered into on a fair and arms-length basis. Each Party warrants that it has not given any gift, consideration, commission, reward, grant or endowment, to any officer, employee or representative of the other parties in connection with the negotiation, signing or implementation of this Memorandum; nor has entertained any solicitation for any such gift, consideration, commission, reward, grant or endowment in connection with the negotiation, signing or implementation of this Memorandum.
10. After this Memorandum terminates or expires, the terms and conditions that expressly or by their nature contemplate performance or observance after the termination or expiration of this Memorandum shall survive and continue in full force and effect until completely performed or observed.
11. This Memorandum is the whole agreement between the Parties hereunder. No amendment of any of the foregoing terms and conditions shall be considered as having been made unless executed in writing and duly signed by the Parties.
12. Should any provision or portion of this Memorandum be declared illegal or void by any future legislation or duly constituted authority, the other provisions or portions not so declared shall remain in full force and effect, without either Party becoming liable to the other therefore.
13. This Memorandum shall commence from 04 December 2024 and shall be valid and effective until 10 February 2025, unless extended by mutual agreement of the parties. Either Party may terminate this Memorandum at any time with thirty (30) days prior written notice to other Party.
14. This Memorandum shall be governed by the laws of the Republic of the Philippines. In the event of any issue or dispute arising out of or in connection with this Memorandum, the Parties shall, in all cases, endeavor to settle the issue or dispute amicably. Nothing herein however, shall prevent the Parties from submitting any issue or dispute to preventive mediation or arbitration as the case may be. In case of failure to reach an amicable settlement between

the Parties, as herein provided, either of the Parties may resort to appropriate judicial action/s which shall be brought before the proper courts of Makati City, Metro Manila, to the exclusion of all other courts.


15. This Memorandum may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Memorandum and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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

NESTLE PHILIPPINES, INC.

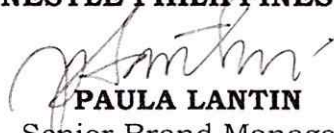
DEPARTMENT OF EDUCATION


PAMELA T. TAKAI
Senior Vice President
Business Executive Officer, DHNS


JOCELYN DR ANDAYA
Director IV
National Capital Region

SIGNED IN THE PRESENCE OF:
NESTLE PHILIPPINES, INC.

DEPARTMENT OF EDUCATION


PAULA LANTIN
Senior Brand Manager


CRISTITO A. ECO
Assistant Regional Director

ACKNOWLEDGEMENT

REPULIC OF THE PHILIPPINES)
City of _____)S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this
_____ day of _____, 20____, personally appeared:

7 2 DEC 2024

	ID No.	Issued on/Issued at
JOCELYN DR. ANDAYA	_____	_____
PAMELA T. TAKAI	_____	_____

MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF EDUCATION NCR, NESTLÉ PHILIPPINES, INC.
BEAR BRAND® TIBAY SA NUTRISYON, TIBAY SA EDUKASYON PROGRAM


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. 72;
Page No. 14;
Book No. 02;
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









PERSONAL DATA PRIVACY

Defined terms

Applicable Data Protection Law means: (i) Republic Act No. 10173, also known as the “Data Privacy Act of 2012”, and its implementing rules and regulations; and (ii) all memorandum circulars and other issuances of the National Privacy Commission, each as amended or replaced from time to time.

Personal Information Controller, Personal Information Processor, Data Subject, Personal Data and **Process/Processing** have the meanings set out in Republic Act No. 10173.

Information Security Incident means (i) the actual unauthorized acquisition, access, use, Processing, loss or disclosure of data; (ii) the suspicion or reasonable belief that there has been an unauthorized acquisition, access, use, Processing, loss, disclosure of data or (iii) the unauthorized use of the CONTRACTOR systems to gain access to any Nestlé system.

Nestlé Controller means Nestlé Philippines, Inc., or any of its Affiliates, acting as a Personal Information Controller of any Personal Data.

Nestlé Personal Data means any Personal Data of which Nestlé Philippines, Inc., or any of its affiliates, acts as a Personal Information Controller.

Subcontractor means any third party contractor of CONTRACTOR, as may be utilized in the provision of any deliverable and/or performance of any service.

Clause

1. CONTRACTOR will Process Nestlé Personal Data: (a) solely for the purposes set out in this Agreement, and for no other purpose; and (b) solely in the manner specified in any written instructions issued from time to time by the Nestlé Controller (including as set out in this Agreement) and in no other manner. If at any point, CONTRACTOR becomes unable to comply with the instructions of the Nestlé Controller regarding the Processing of Nestlé Personal Data (whether as a result of a change in applicable law, or a change in the Nestlé Controller’s instructions, or howsoever), CONTRACTOR will promptly: (i) inform the Nestlé Controller of such inability, identifying the instructions with which it cannot comply and the reasons why it cannot comply; and (ii) cease all Processing of the affected Nestlé Personal Data (other than merely storing and maintaining the security of the Nestlé Personal Data) until such time as the Nestlé Controller issues new instructions with which CONTRACTOR is able to comply. In the event that the Nestlé Controller materially disagrees with CONTRACTOR’s analysis of its ability to comply with the Nestlé Controller’s instructions, such disagreement will be resolved in accordance with Clause 19, paragraphs (i) and (j) of the Agreement.
2. In relation to the Processing of Nestlé Personal Data, CONTRACTOR will at all times: (a) comply with all Applicable Data Protection Laws; (b) take all reasonable steps to ensure that its Processing of Personal Data in connection with this Agreement does not place

Nestlé in breach of any applicable law (including Applicable Data Protection Laws); and (c) implement and maintain appropriate technical and organisational measures, including as required by Applicable Data Protection Laws, in order to protect against Information Security Incidents.

3. Where CONTRACTOR provides any Personal Data to Nestlé, CONTRACTOR will ensure that it is legally entitled to, and has taken the necessary steps to enable it to: (a) provide such Personal Data to Nestlé; and (b) authorise Nestlé to Process such Personal Data for the purposes of this Agreement (including by transferring such data to third parties located in countries which do not ensure an adequate level of protection of Personal Data for the purposes of Applicable Data Protection Laws in the jurisdiction in which those Personal Data originated).
4. If the CONTRACTOR receives any communication from a Data Subject, data protection authority, government authority, or any other third party, which relates directly or indirectly to the Processing of Nestlé Personal Data, or Nestlé's obligations under any Applicable Data Protection Laws, CONTRACTOR will promptly notify Nestlé in writing and provide a copy of such communication within 24 hours from receipt. CONTRACTOR will provide Nestlé with full cooperation and assistance in relation to any such communication. CONTRACTOR will provide any relevant Nestlé Personal Data to the requestor only in accordance with Nestlé's explicit prior written instructions. If, and to the extent that, Nestlé does not explicitly instruct CONTRACTOR in writing to disclose Nestlé Personal Data to a third party, CONTRACTOR will not make any such disclosure.
5. If Nestle requires CONTRACTOR to provide Nestle Personal Data, CONTRACTOR shall access and provide such information to Nestle in accordance with Nestle's instructions. CONTRACTOR shall ensure that its data storage system will be able to promptly comply with Nestle's access requests.
6. In the event of an Information Security Incident that affects any Nestlé Personal Data, CONTRACTOR will promptly inform Nestlé of that Information Security Incident in writing, providing at least the information required in Applicable Data Protection Laws, within 24 hours from the time it becomes aware.
7. CONTRACTOR will not transfer any Nestlé Personal Data to any recipient located outside the jurisdiction in which those Personal Data originated without the prior written consent of the Nestlé Controller. If such consent is granted, CONTRACTOR will follow Nestlé's instructions to ensure adequate safeguards are in place for any such transfers, in accordance with all Applicable Data Protection Laws.
8. To the extent that CONTRACTOR engages any Subcontractor to Process Nestlé Personal Data in connection with this Agreement, it will procure that such Subcontractor will abide by the provisions of this Annex "C". CONTRACTOR will remain entirely responsible for the fulfilment of its obligations under this Annex "C". The acts and omissions of any Subcontractor will be treated as acts or omissions of CONTRACTOR for the purposes of this Annex "C".
9. Within 14 days of the termination or expiration of this Agreement, CONTRACTOR will, and will procure that all relevant Affiliates and Subcontractors will, in Nestlé's sole and

absolute discretion: (a) return all Nestlé Personal Data to Nestlé; or (b) make available to Nestlé for download a digital file containing the relevant Nestlé Personal Data in a usable and readable format chosen by Nestlé. Once Nestlé has received the relevant Nestlé Personal Data, Nestlé will provide CONTRACTOR with reasonably prompt notice in writing of such receipt. Upon receipt of such notice, CONTRACTOR will, and will procure that the Subcontractors will, within a further 14 days permanently and irrecoverably delete or destroy all Nestlé Personal Data in their possession, custody or control.

10. Nestlé is entitled to audit the CONTRACTOR's and/or its Subcontractor's compliance with this Clause Annex "C", itself or via a third party on reasonable notice and during business hours. The CONTRACTOR will procure that its Subcontractors will allow such audit by Nestlé or its representative. The cost of the audit will be borne by Nestlé unless the audit identifies non-compliance, in which case the cost will be borne by the CONTRACTOR. If an audit identifies non-compliance, the CONTRACTOR and/or its Subcontractors will, at its own cost, take all corrective measures to ensure compliance.
11. To the extent that Applicable Data Protection Laws impose any additional compliance obligations that are not sufficiently addressed in this Agreement, CONTRACTOR will, and will procure that its Affiliates and Subcontractors will, enter into all such further agreements, and take all such steps, as may be reasonably necessary to achieve compliance with those Applicable Data Protection Laws.

any