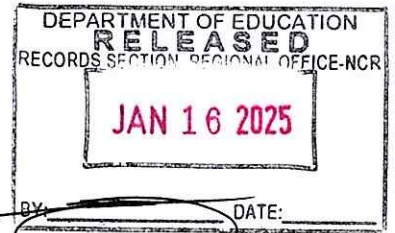





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION



REGIONAL MEMORANDUM

ORD-2025-040

TO : **SCHOOLS DIVISION SUPERINTENDENTS**
SDO Mandaluyong City
SDO Pasig City
SDO Quezon City

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

SUBJECT : **PARTNERSHIP WITH ALOHA MENTAL ARITHMETIC PHILIPPINES**

DATE : **January 9, 2025**

1. The DepEd NCR once again has inked another partnership milestone through a Memorandum of Agreement (MOA) with **Aloha Mental Arithmetic Philippines** dubbed as *ALOHA Mental Arithmetic* which is a scientifically proven program specifically designed for children 4-13 years old that focuses on enhancing a child's mental arithmetic skills and overall development. This program directly supports the 2nd Priority of DepEd NCR particularly improving foundational skills of learners in the area of numeracy.

2. Partnership duration is for one (1) year in selected schools in NCR. The said program provides training that will enable children to perform calculations swiftly and accurately without relying on external tools such as calculators, computers or other gadgets. Attached is a copy of MOA and school beneficiaries, for reference.

3. In view of the foregoing, the cooperation and support of all concerned is hereby enjoined.

4. For information and immediate dissemination.

Incl.: As stated.

/essd/joan/



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



195

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement was made and entered into on this 28th day of October 2024 at the City of No. 6 Misamis Street, Bago Bantay, Quezon City, Metro Manila, Philippines, by and between:

The DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION, a government agency created and existing under and by virtue of the laws of the Republic of the Philippines, with postal address at No. 6 Misamis Street, Bago Bantay, Quezon City, 1105 Metro Manila, represented by its Regional Director, **Jocelyn DR. Andaya**, hereinafter referred to as "**DepEd-NCR**."

- and -

The ALOHA MENTAL ARITHMETIC PHILIPPINES, a company duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 2/F Washington Gateway, 67 Washington St. Xavier Greenhills, San Juan City, 1500 Metro Manila, Philippines, herein represented by its Chief Executive Officer, **IVY C. SATO**, hereinafter referred to as "**ALOHA**";

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

WITNESSETH THAT:

WHEREAS, in February 2024, **DepEd-NCR** launched its top five (5) priorities, as follows: (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, **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, Revenue Regulations No. 10 s. 2003, Implementing the Tax Incentives Provision of RA 8525, otherwise known as the Adopt-a-School Act of 1998, has been issued by the Department of Finance thru the Bureau of Internal Revenue;

WHEREAS, both parties recognize and ensure compliance with Republic Act No. 10173, or the "Data Privacy Act of 2012" and "Freedom of Information Order under E.O. No. 2. S. 2016";

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,

Handwritten signatures and initials are present on the left margin of the document. At the top, there is a signature that appears to be 'Jocelyn'. Below it, there are several other handwritten marks, including what looks like 'IVY' and some illegible scribbles.

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 products;

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," against promotion of infant formula products or breastmilk substitute.

WHEREAS, ALOHA is the owner of a program named ALOHA Mental Arithmetic which is a scientifically proven program specifically designed for children 4-13 years old. This program directly supports the 2nd Priority of DepEd-NCR i.e., improve foundational skills of learners particularly in the area of numeracy.

WHEREAS, ALOHA offers a comprehensive curriculum that focuses on enhancing a child's mental arithmetic skills and overall brain development. It provides training that enables children to perform calculations swiftly and accurately without relying on external tools such as calculators, computers or other gadgets, the program utilizes specific teaching methods to help children improve their ability to solve math problems using their mental ability regardless of the complexity of the numbers involved.


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



Article 1. Objective of the Agreement


1.1 This Agreement sets forth the general terms and conditions of the cooperation between the DepEd NCR and ALOHA.

1.2 Both parties agree to join efforts and to maintain a close working relationship in order to achieve their mutual objective of realizing the top 5 priorities of DepEd NCR.



Article 2 Program Description and Scope

The program involves the pilot testing of ALOHA Mental Arithmetic in selected schools in NCR. This initiative is scheduled to run from January 6 2025 to March 28, 2025. This program will focus on teaching Level 1 and Level 2 mental arithmetic skills to students. Additionally, we aim to organize a competition to showcase the students' progress and skills developed through this initiative.



The pilot testing aims to assess the effectiveness of our mental arithmetic program in enhancing students' cognitive skills and overall academic performance. ALOHA Mental Arithmetic is deeply committed to become the leading child-oriented organization in the Philippines, focused on eradicating learned helplessness and promoting growth and empowerment of Filipino children. ALOHA is particularly dedicated to equipping young Filipino learners with essential skills, especially in the field of mathematics, which are highly demanded in the 21st century.

Article 3. Program Beneficiary

- Bagumbayan Elementary School, Quezon City
- Doña Pilar G. Gonzalez Elementary School, Mandaluyong City
- Bagong Ilog Elementary School, Pasig City

Article 4. Program Cost

1. Registration Packages including ALOHA Uniform, Abacus and Workbooks worth One Thousand Six Hundred Pesos (Php 1,600.00) per student. (120 students x Php 900 for Registration Package = **₱ 188,000.00** total cost)

List of Materials	Quantity	Amount	Total
Uniform	120	200	₱24,000
Workbook	120	1,400	₱164,000

2. A Program costs Twenty Four Thousand Pesos (Php 24,000.00) per student for 2 levels of ALOHA Program. With a total of Two Million Eight Hundred Eighty Thousand Pesos (Php 2,880,000.00) for the program cost of the 80 students. (120 students x Php 24,000 for program fee = **₱ 2,880,000** total cost).

No. of Months	Program Fee	Quantity	Total
3 Months	24,000	120	₱2,880,000

The total projected program cost to be shouldered by ALOHA is Three Million Six-eight Thousand Pesos (**₱3,068,000.00**).

Actual cost shall be determined by both parties after implementation thereof and will be indicated in the Deed of Donation.

Article 5. Rights and Responsibilities

Section 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 serve as Partnership Coordinator for this Agreement;
- 1.3. Assist in the evaluation of the implementation of the Program;
- 1.4. Assist **ALOHA** in the selection and identification of beneficiary schools in the implementation of the Program;
- 1.5. Coordinate with the **ALOHA** in the implementation of the Program;
- 1.6. Review and endorse the application for tax incentive entitlement to the

- Revenue District Office of the Bureau of Internal Revenue; and
- 1.7. Perform other responsibilities necessary for the effective and efficient implementation of the Program.

Section 2. ALOHA shall:

- 1.1. Designate a focal person to coordinate the implementation of this Agreement;
- 1.2. Provide funding in accordance with the provisions covering a particular project of the Program;
- 1.3. Provide DepEd with regular reports, updates, as well as requested data and information relevant to the implementation of this Agreement;
- 1.4. Select and identify target areas/schools in close coordination with DepEd through the Curriculum and Learning Management Division for the implementation of the Program;
- 1.5. Take the lead in the implementation of the Program under the guidance and supervision of DepEd; and
- 1.6. Perform other responsibilities necessary for the effective and efficient implementation of the Program.

Article 6. Terms and Termination

1. This Agreement shall be valid immediately upon signing of all Parties. This Agreement shall have a duration of **1 year** which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties through the execution of a new MOA.
2. Any of the Parties may terminate this Agreement for reasonable grounds upon submission of a formal written notice to the other party at least 30 days before the intended date of termination.

Article 7. 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 8. Liability, Indemnity, and Separability Clause

The liability of the Parties for any breach of this Agreement shall be determined in accordance with applicable laws. In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability

of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

Article 9. 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 10. Amendments

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

Article 11. Miscellaneous

1. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, Partnerships, agency, trust, or other association of any kind between the Parties of persons referred to herein. The employees of each Party shall remain its employees and the concerned employer shall be solely responsible for the wages, benefits, and emoluments of such employees.
2. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.
3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Section 1. Intellectual Property

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



the **Partner**, including but not limited to any material actually owned by the **Partner** that contains their logo(s).

4. 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.

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 have signed this Memorandum of Agreement as of the date first above written at.

DEPARTMENT OF EDUCATION-NCR

ALOHA Mental Arithmetic Philippines


JOCELYN DR ANDAYA
Director IV


IVY C. SATO
Chief Executive Officer

SIGNED IN THE PRESENCE OF:


CRISTITO A. ECO
Assistant Regional Director


CRYSTEL MAE D. BACAY
Master Trainer

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of _____, this
12 DEC 2024 day of _____, 20____, personally appeared:

	ID No.	Issued on/Issued at
JOCELYN DR. ANDAYA	_____	_____
IVY C. SATO	<u>P7132809B</u>	<u>JUL 7, 2031</u> <u>DFA MANILA</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. 69;
Page No. 15;
Book No. 02;
Series of 2024


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