



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



February 3, 2025

**REGIONAL MEMORANDUM**

No. 116, s. 2025

**To:** Schools Division Superintendents  
Chiefs of Functional Divisions  
Division Partnership Focal Persons  
All Others Concerned

**PARTNERSHIPS WITH PHILIPPINE MENTAL HEALTH ASSOCIATION,  
REDSCOPE COMMUNICATIONS AND ROTARY INTERNATIONAL  
DISTRICT 3800**

1. As part of the strong private-public stakeholders support for basic education in the National Capital Region, the DepEd NCR have forged partnerships with Philippine Mental Health Association, Redscope Communications and Rotary International District 3800 to enable the schools promote safe, healthy, conducive learning environment.
2. The Philippine Mental Health Association (PMHA) is engaged in mental health services through education, advocacy, intervention and research that will pilot the *No Bully Solution Training Program*, which provides the schools with comprehensive leadership coaching to prevent both traditional bullying and cyberbullying, as well as strategies to respond effectively when incidents occur. The Redscope Communications is a full-service social communications agency involved in *social communications* and *public health advocacies* through meaningful community-based engagement with target stakeholders in schools and offices. The Rotary International District 3800, a non-government agency is committed to provide support to education such as programs on *health and nutrition, sanitation and hygiene, environment and youth formation, reading and numeracy projects* among others.
3. Attached are copies of partnership agreements for reference.
4. For information and guidance of all concerned.

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



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)



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines, by and among,

The PHILIPPINE MENTAL HEALTH ASSOCIATION, INC., a private, non-stock, non-profit organization that provides premier mental health services through education, advocacy, intervention and research, organized and existing under the laws of the Republic of the Philippines, with office address at No. 18 East Avenue, Quezon City, represented by its duly authorized National Executive Director (NED), DR. CAROLINA UNO-RAYCO, hereinafter referred to as "PMHA";

-and-

The DEPARTMENT OF EDUCATION - NATIONAL CAPITAL REGION - REGIONAL OFFICE, a government institution primarily responsible for basic education and existing under the laws of the Republic of the Philippines, with office address at 6 Misamis Street, Bago Bantay, Quezon City, represented by its Director IV, DR. JOCELYN ANDAYA, hereinafter referred to as "DEPED NCR";

WITNESSETH:

WHEREAS, PMHA will pilot the No Bully Solution Coach Training Program (alternately the "Program") through its implementing arm, the Youth Life Enrichment Program ("YLEP"). The Program provides schools with comprehensive leadership coaching and training to prevent both traditional bullying and cyberbullying, as well as strategies to respond effectively when incidents occur.

WHEREAS, PMHA proposes the conduct of the pilot implementation of the No Bully Solution Coach Training and Implementation in collaboration with the DEPED NCR.

WHEREAS, DEPED NCR recognizes the need for a preventive and solution-focused intervention program to combat bullying in schools.

WHEREAS, DepEd-NCR 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, DepEd-NCR would like to prevent bullying to ensure that learners are in a safe, conducive, and motivating environment.

*[Handwritten mark]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

### Section 1: Program Description

Established in 2003, the No Bully Program has proven to be a highly effective tool in reducing bullying incidents, creating safer school environments, and fostering a culture of kindness and empathy. Its comprehensive approach is the Solution Team® process facilitated by Solution Coaches® which empowers students to take ownership of conflict resolution and create a more positive school climate.

The Program's implementation involves a multi-level approach targeting different stakeholders within the school community. This includes capacity-building initiatives for school administrators, teachers, and non-teaching personnel, as well as targeted interventions for students and parents. By combining training, workshops, and support systems, the Program aims to create a holistic and sustainable approach to bullying prevention and response. A Solution Coach Training of Trainers (ToT) was conducted in 2022 initiated by PMHA to introduce the program in the Philippines and a practicum phase for those who were initially trained followed in 2023.

For this partnership, the program shall pilot run the process of Solution Coaching and Information Dissemination to Address Bullying in Schools. The program shall be designed to provide activities for students, administrators, teachers and parents so they can tackle bullying effectively. It includes orientation and dialogue sessions to create supportive school policies, capacity building for early detection and intervention, and training solution coaches for ongoing bullying incidents. Empowering activities shall focus on fostering empathy and maintaining a positive school environment through continued education and engagement.

### Section 2: Program Period

The Program shall be implemented for a period of 16 months from January 2025-April 2026. This will help ensure that it will be implemented for one school year and with ample time for evaluation and feedback giving to stakeholders.

### Section 3: Scope of the No Bully Program

- A. A total of three junior high schools, one per Division Office pre-selected by DepEd-NCR, will participate in the program.
- B. The target participants are as follows:
  - a. School Administrators such as School Principals/School Heads, Assistant School Principal/Assistant School Heads
  - b. Selected personnel from each participating school --
    - i. Guidance counselors/teachers
    - ii. Head teacher of Edukasyon sa Pagpapakatao (EsP)

*Magnanin*

*CPD*

*[Signature]*

- iii. Grade level coordinator/s for Grades 7 and 8
- iv. Class advisers
- c. Selected students and their parents from Grades 7 and 8

#### **Section 4: Obligations of the Parties**

##### **A. The duties and responsibilities of PMHA:**

1. Conduct the activities in line with the program implementation (Annex "A").
2. Provide and shoulder the cost of honorarium for resource speakers and facilitators for the conduct of the Solution Coach Training for selected teaching personnel of the identified pilot schools.
3. Provide a soft-copy of Solution Coach Training materials for printing and production.
4. Conduct other activities that may include, but are not limited to, online meetings/check-ins to the participating schools to encourage their active participation in the program.
5. Facilitate the submission and cost of the program's research protocol to the Philippine Social Science Council (PSSC) Ethics Review Board to acquire ethics clearance.
6. Conduct periodic evaluation through monthly check-in meetings, mid-implementation and post-implementation group discussions to the trained participants;
7. Protect the confidentiality of any data from the participants.
8. Salaries and benefits of the PMHA technical staff to be assigned to the project.
9. Inform DepEd-NCR of the schedules of the activities, as indicated in Annex "C"); and,
10. Should there be any deviation or sudden change relative to the implementation of the program, to promptly inform DepEd-NCR thereof for its prior approval.

*Macpanan*

*R*

##### **B. The duties and responsibilities of DEPED-NCR:**

1. Endorse the activities of the PMHA to the respective school principals and administrators through an issuance of division memorandum, to encourage the students, teachers and parents to attend Program activities and provide Program data as needed.
2. Coordinate with three junior high schools pre-selected by DepED-NCR from three Schools Division Offices for participation in the implementation of the Program.
3. Identify person/s from the pre-selected schools to coordinate and collaborate with PMHA on relevant matters in the implementation of the No Bully Program.
4. Assist PMHA in acquiring informed consent and assent from the participants of the Program.

*CP*

*[Signature]*

5. Provide the training venue and sound system, food for trainers and participants, and printing of training materials for the conduct of the Solution Coach Training Program.
6. Ensure utmost cooperation and coordination with different participating junior high schools in the program.
7. Monitor and assess the implementation of the Program.
8. Provide for procedure on how to evaluate and address pertinent concerns relative thereto.
9. Provide for the specific restrictions and limitations via rules and regulations relative to the implementation of the Program.

**Section 5: Capacity and Authorization**

The parties herein warrant that they have the capacity, power, and requisite authorization to enter into this Agreement.

**Section 6: Separability Clause**

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

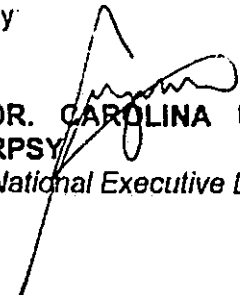
**Section 7: Breach of Contract**

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.


SIGNED on \_\_\_\_\_ at \_\_\_\_\_.

PHILIPPINE MENTAL HEALTH DEPARTMENT OF EDUCATION -  
ASSOCIATION INC. NATIONAL CAPITAL REGION -  
REGIONAL OFFICE

By:

  
DR. CAROLINA UNO-RAYCO, RGC,  
RPSY  
National Executive Director

By:

  
JOCELYN DR. ANDAYA  
Director IV

SIGNED in the presence of

  
LLEWELYN ISS B. DELA CRUZ, MAED,  
RGC, RPSY  
EARD Program Manager

  
MARIA LAARNI CARLA CAYANAN-  
PARANIS, Ed.D, RGC  
Education Program Supervisor

5. Provide the training venue and sound system, food for trainers and participants, and printing of training materials for the conduct of the Solution Coach Training Program.
6. Ensure utmost cooperation and coordination with different participating junior high schools in the program.
7. Monitor and assess the implementation of the Program.
8. Provide for procedure on how to evaluate and address pertinent concerns relative thereto.
9. Provide for the specific restrictions and limitations via rules and regulations relative to the implementation of the Program.

**Section 5: Capacity and Authorization**

The parties herein warrant that they have the capacity, power, and requisite authorization to enter into this Agreement.

**Section 6: Separability Clause**

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

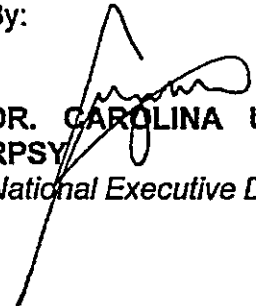
**Section 7: Breach of Contract**

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.


SIGNED on \_\_\_\_\_ at \_\_\_\_\_.

PHILIPPINE MENTAL HEALTH DEPARTMENT OF EDUCATION -  
ASSOCIATION INC. NATIONAL CAPITAL REGION -  
REGIONAL OFFICE

By:

  
DR. CAROLINA UNO-RAYCO, RGC,  
RPSY  
National Executive Director

By:

  
JOCELYN DR. ANDAYA  
Director IV

SIGNED in the presence of

LLEWELYN ISS B. DELA CRUZ, MAED,  
RGC, RPSY  
EARD Program Manager

  
MARIA LAARNI CARLA CAYANAN-  
PARANIS, Ed.D, RGC  
Education Program Supervisor

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_ ) S.S.  
X-----X

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared the following:


NAME	GOVERNMENT- ISSUED ID	VALID UNTIL
Dr. Carolina Uno-Rayco, RGC, RPsy		
Dir. Jocelyn DR. Andaya		


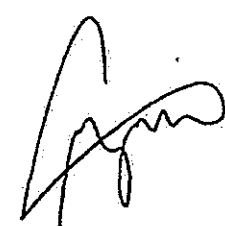
known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the corporations herein represented.

This instrument refers to a Memorandum of Agreement and consists of six (6) pages, including this page on which the acknowledgment is written, and is duly signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of 12 DEC 2024 in \_\_\_\_\_

Doc. No. 74 ;  
Page No. 16 ;  
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. 540 9986 / 11/5/24 QC

*Milagros*

**ANNEX A**  
**Pilot Study Activities**

**Activity 1: Orientation and Dialogue with School Administrators and Key Stakeholders**

*Description: This initiative aims to create an environment that promotes respect and inclusivity by collaborating with administrators in ensuring that supportive policies and practices are in place in schools. It focuses on collaborating with key stakeholders to advocate for building a positive and nurturing school climate where every student feels valued and respected.*

*Methodology: 2-hour Dialogue/Orientation Session for School Administrators*

**Activity 2: Capacity Building for Early Detection and Intervention of Bullying**

*Description: This activity emphasizes the importance of promptly recognizing and responding to bullying behaviors. It involves providing information and training to students, teachers and staff so they can identify and address instances of disrespect and bullying effectively. It promotes early intervention and bystander empowerment to prevent bullying incidents and promote a safe school environment.*

*Methodology: Orientations and Lecture Caravans for Students, Parents, and Teaching and Non-teaching Personnel - Each activity will be conducted in 2 hours per stakeholder.*

**Activity 3: Solution Coach Training**

*Description: This level focuses on developing effective strategies to address ongoing bullying incidents. It involves training solution coaches and building solution teams to*

*Thompson*

*W*

*[Signature]*



*investigate bullying cases. This will implement a solution-focused and collaborative problem-solving intervention through the Solution Team to restore relationships.*

**Methodology:**

- 3-day Workshop for Selected Teaching and Non-teaching Personnel
- Post-Training Supervision of Trained Solution Coaches - *This may either be conducted face-to-face or online.*

**Training Topics:**

- 1: Overview of the No Bully System
- 2: Nurturing the Self as a Solution Coach
- 3: Mastering the Art of Facilitation
- 4: Understanding Bullying in Schools
- 5: Teaching How to Interrupt Bullying
- 6: Becoming a Solution Coach
- 7: Learning the Solution Team Process
- 8: Accomplishing a Solution Team Log
- 9: Implementing an Empathy Building Action Plan
- 10: Integration

**Activity 4: Empowering Students and Staff to Sustain Empathy**

**Description:** The trained solution coach shall be mentored to foster a culture of empathy and kindness throughout the school community by providing continued information dissemination and capacity building to students and staff. This aims to cultivate kindness and compassion and sustain a nurturing environment for the school community.

**Methodology:** Lecture and capacity-building for students and teachers will be facilitated by the Solution Coaches. They shall also conduct information dissemination activities and events focused on building empathy and addressing bullying.

*M. J. [Signature]*

*[Signature]*

*[Signature]*

**ANNEX B**  
Deliverables of PMHA and DepEd-NCR

**PMHA Deliverables**

- **Solution Coach Training Materials:** A soft copy of the training materials for printing and production.
- **Ethics Clearance:** A document from the Philippine Social Science Council (PSSC) Ethics Review Board approving the research protocol.
- **Periodic Evaluation Reports:** Monthly check-in meetings, mid-implementation, and post-implementation group discussion reports.
- **Trained Solution Coaches:** A group of trained teaching personnel from the selected pilot schools.
- **Program Implementation:** Successful completion of the activities outlined in Annex A.
- **Confidential Data Handling:** Ensured protection of participant data.
- **Informed DepEd-NCR:** Timely communication of activity schedules and any changes to the program.

**DepEd-NCR Deliverables**

- **Division Memorandum:** A formal document endorsing the PMHA activities to school principals and administrators.
- **School Participation:** Coordination with three junior high schools from three Schools Division Offices for program participation.
- **School Liaison:** Identification of persons from DepEd-NCR schools to coordinate with PMHA.
- **Informed Consent and Assent:** Assistance to PMHA in acquiring necessary documents from program participants.
- **Training Logistics:** Provision of venue, sound system, food, and training materials for the Solution Coach Training Program.
- **Program Evaluation Procedures:** Guidelines for evaluating and addressing concerns related to program implementation.
- **Rules and Regulations:** Specific restrictions and limitations for program implementation.
- **Program Data:** Availability of necessary data to support program implementation.
- **Problem Resolution:** A system for addressing concerns related to program

*Macapagal*

*CP*

*[Signature]*

**ANNEX C**  
Tentative Schedule of Activities

Schedule	Name of Activity
January 2025	Initial ground working and meetings of PMHA Technical Team with DepEd NCR Technical team
February 2025	Orientation and Dialogue with School Administrators and Key Stakeholders
March or April 2025	No Bully Solution Coach Training
August 2025	Orientation and Lecture Caravan on Bullying (3 schools)
October 2025	1 <sup>st</sup> Online Support Session for Solution Coaches
November 2025	Visitation and Monitoring to Identified Schools
January 2026	2 <sup>nd</sup> Online Support Session for Solution Coaches
February 2026	Administration of Post-Program Evaluation
March 2026	Post Evaluation Focus Group Discussion
June 2026	Presentation of Pilot Evaluation Results

*M. M. M. M.*

*M*

*M*

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is entered this \_\_\_\_ day of November 2024 in Quezon City, Philippines, by and between:


**REDScope COMMUNICATIONS, INC.**, is a full-service social communications agency with over 24 years of industry experience, knowledge, and expertise in Social Communications, organized, registered, and existing under Philippine laws with office address at 549E Shaw Blvd., Mandaluyong City, Philippines represented in this Act by its President, **SARAH C. COE** hereinafter referred to as "**Redscope**";

-and-


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**."

**-WITNESSETH-**

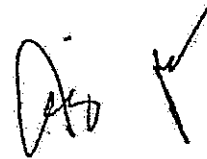
**WHEREAS**, DepEd believes that one way of fulfilling its mandate and functions in providing better delivery of basic education is to collaborate with other government and non-government organizations and other stakeholders for auxiliary resources;

 **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;

**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 through 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, 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 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," does not engage with companies manufacturing milk and infant products;

**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**, Redscope is engaged in the service of Social Communications and Public Health advocacies through meaningful community-based engagement with target stakeholders in schools, offices, and hospitals;

**WHEREAS**, both parties agree to implement all the programs and activities and donations to be provided/given by the **Redscope** to complement DepEd's projects and initiatives;

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

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual undertakings hereinafter set forth, the parties hereby agree as follows:

#### **Article I Program Description and Scope**

**Redscope's Sponsorship and Advocacies in Education**, led by its Technical Working Group composed of public health and communications experts, aims to contribute its expertise, know-how, and network in complementing the efforts of our national agencies through the implementation of different public health programs, activities, and donations of products and services that may further enhance the lives of Filipino teachers, learners, and parents through the following initiatives;

**1. Implementation of School Caravan** – a school-based public health learning activity aimed at championing proper nutrition, health, sanitation, hygiene, and other relevant topics targeted among Elementary-Level and Secondary-Level Learners, Teachers, and Parents to be presented under the following Campaign Titles;

- a. SuperKID School Caravan/SuperTeen School Caravan
- b. Continuing Health Education for Teachers (CHET)

**2. Gatorade Fuel Tomorrow Academy** – a campaign that seeks to complement the efforts of the Department of Education to address concerns

on the lack of proper hydration and physical activity of Filipino youth through a four-pronged approach:

- a. Create the Fuel Tomorrow Playbook which will supplement DepEd's Sports Clubs manual;
- b. Conduct training conventions for principals, canteen managers, PE teachers, coaches, and sports club coordinators regarding proper hydration and basic sports science;
- c. Visit selected schools in Northern Luzon, National Capital Region, and Calabarzon to empower the learners, teachers, and parents and raise awareness on proper hydration and physical activity; and
- d. Provide sponsorship opportunities for school clubs and varsity teams in the area of Staff Capability training, Supplies, Space Improvement & System Monitoring.

**3. Cancer Warrior Campaign** – a campaign that aims to address the growing concerns about Cancer through the creation of equitable opportunities to access cancer information, screenings, treatment, and care for all Filipinos.

## **Article II Program Beneficiary/ies**

Target beneficiaries are learners, teaching and non-teaching personnel, parents, and schools.

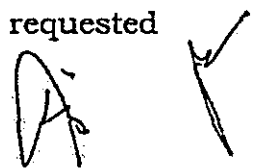
## **Article III Rights and Responsibilities**

### **1. DepEd-NCR shall:**

- a. Provide guidelines, instructions, and directions to ensure the successful implementation of the Programs;
- b. Issue a Regional Memorandum to all concerned Division Offices mandating support of this Agreement;
- c. Designate a focal person to serve as Partnership Coordinator for this agreement, who will regularly coordinate and work with **Redscope's** counterpart focal person at various governance levels (e.g. Division Offices, District Offices, and School level).
- d. Assist in the evaluation of the implementation of the Program;
- e. Assist **Redscope** in the selection and identification of beneficiary schools for the implementation of the Program;
- f. Coordinate with **Redscope** in the implementation of the Program; and
- g. Perform other responsibilities necessary for the effective and efficient implementation of the Program.

### **2. Redscope Communication Inc. shall:**

- a. Designate a focal person to coordinate the implementation of this agreement;
- b. Provide funding in accordance with the provisions covering a particular project of the Program;
- c. Provide **DepEd-NCR** with regular reports, updates as well as requested



- data and information that could help provide inputs to enhance education programming in partnership;
- d. Select and identify target areas/schools in close coordination with **DepEd NCR** for the implementation of the Program;
  - e. Engage other private sector partners who may sponsor or provide resources to print the teaching and reading materials, and to donate other items, goods, or services that are necessary for the implementation of the Program;
  - f. Take the lead in the implementation of the Program under the guidance and supervision of **DepEd NCR**; and
  - g. Perform other responsibilities necessary for the effective and efficient implementation of the Program.

#### **Article IV Program Cost**

Actual donation cost as later on determined through proper valuation process will be reflected on the Deed of Donation (DOD) and Deed of Acceptance (DOA).

#### **Article V Terms and Termination**

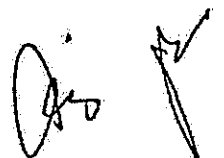
This Agreement shall take effect on the date it is signed and shall remain and continue to be valid and effective for two (2) years unless terminated by any party for any cause, upon written notice to the other party thirty (30) days prior to its termination. The terminating party shall provide the said notice not earlier than thirty (30) days prior to the end of the current academic year.

#### **Article VI Capacity and Authorization**

Each of the parties herein 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 enforceable in accordance with its terms.

#### **Article VII 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 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 VIII Liability and Indemnity**

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

## **Article IX Breach of Contract**

Any 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 may be amended or modified only in writing upon the consent of all the parties.

## **Article XI Settlement of Differences**

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

## **Article XII Data Privacy**

Any use of personal information and/or sensitive personal information by the parties shall 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 Implementing Rules Regulations and other relevant laws, rules, and regulations on the matter.

## **Article XIII Intellectual Property**

Both 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.

The intellectual property rights to the outputs stated herein shall be owned by DepEd NCR unless otherwise provided in a separate agreement. The partner organization holds DepEd NCR free 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.

Any use of a party's knowledge/products by the other, 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 shall be limited to the accomplishment of the objectives of this agreement.



**XII. Miscellaneous**

Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties of persons referred to herein. The employees of each party shall remain as their employees and the concerned employer shall be solely responsible for their wages, benefits, and emoluments.

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.


This agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

This agreement shall take effect on the date of signing by both parties.



**IN WITNESS WHEREOF**, we have hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_ at Quezon City, Philippines.

<b><u>REDScope COMMUNICATIONS, INC.</u></b>	<b><u>DEPARTMENT OF EDUCATION - NATIONAL CAPITAL REGION</u></b>
---	---

by:

 <b>SARAH C. COE</b> President	 <b>JOCELYN DR. ANDAYA</b> Director IV
---	---

**Signed in the presence of:**

 <b>CRISTITO A. ECO</b> Assistant Regional Director DepEd NCR	 <b>ANNA ROSE A. ENRIQUEZ</b> Senior Project Manager Redscope Communications, Inc.
---	--

**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:

NAME	ID NO.	ISSUED AT	ISSUED ON
<b>SARAH C. COE</b>	Phil Passport No. P6920040A	DFA Manila	April 25, 2028
<b>JOCELYN DR. ANDAYA</b>			

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. 71 ;  
Page No. 16 ;  
Book No. 02 ;  
Series of 2022.

**ATTY. JOYLYN P. DULNUAN**  
Notary Public  
Until December 31, 2025  
IBP Lifetime No. 05822  
Roll No. 52586  
PTR No. 5409986115/24 QC

**MEMORANDUM OF UNDERSTANDING**

This Agreement was made and entered into this \_\_\_\_ day of December 2024 at Quezon City, Philippines, by and between:

**ROTARY INTERNATIONAL DISTRICT 3800**, a duly organized non-stock, non-profit, non-government organization, with office address at 157 7<sup>th</sup> Avenue corner P. Sevilla Street, West Grace Park, Caloocan City, represented herein by its Governor, **ROBERTO B. ZAMORA**, hereinafter referred to as "**RI D3800**";

-and-

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 St., Bago Bantay, Quezon City, Metro Manila, Philippines represented by its Regional Director **JOCELYN DR ANDAYA**, herein referred to as "**DepEd NCR**";

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

**WITNESSETH THAT:**

**WHEREAS**, in February 2024, DepEd National Capital Region 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 believes that one way of fulfilling its mandate and functions in realizing its priorities and 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**, **RI D3800** aims to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through fellowship of business, professional, and community leaders.

**WHEREAS**, **RI D3800**, in fulfilling its aim to provide service to others has expressed interest to work with **DepEd-NCR** to support basic education and literacy, reduce gender disparity in education, and support education for all children.

**WHEREAS**, both parties are fully aware of the need for a close coordinative effort in order to realize the priorities of DepEd-NCR;

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

**Section 1. Objective of the Agreement**

1.1 This Agreement sets forth the general terms and conditions of the cooperation between the **DepEd NCR** and **RI D3800**.

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.

**Section 2. Program Description**

The project's theme is "**RI D3800, ONE WITH DEPED**" in support to **DepEd NCR's** programs and projects providing support to education such as: program on health and nutrition, clean water, sanitation and hygiene, environment and youth formation, provision of school supplies and equipment, disability support program, reading and numeracy projects, and provision of mobile library, among others.

A separate term of reference per project shall be executed by the parties to provide guidance on the implementation of the same.

**Section 3. Project Beneficiaries**

The project beneficiaries are identified public schools, including its learners, teachers and non-teaching personnel.

**Section 4. Project Cost**

The projected total costs of the program "**RI D3800, ONE WITH DEPED**" is approximately One Hundred Thirty Five Thousand Pesos (Php135,000.00). Actual individual and total activity cost shall be determined upon implementation thereof and will be indicated in the Deed of Donation.

**Section 5. Rights and Obligations of the Concerned Parties**

**5.1 DepEd NCR shall:**

5.1.1 Actively engage in creating the Technical Working Group in partnership with RI D3800 for each activity covered by the program to ensure smooth implementation of the same;

5.1.2 Provide policy directions and administrative directives and arrangements to ensure commitment to this partnership and participation of relevant DepEd staff and partners at all levels and positions;

5.1.3 Direct the joint implementation of programs covered under this MOA, review of monitoring reports, policies, and programming including budgeting and implementation plans;

5.1.4 Accept donations and execute the corresponding Deed of Acceptance in favor of the **RI D3800**, in accordance with laws and rules on donations to Government, including but not limited to RA 8525; and assist in the implementation and monitoring of the projects.

**5.2. RI D3800 shall:**

5.2.1. Facilitate programs, projects, and activities implemented under the agreement.

5.2.2. Provide the materials and resources needed for the efficient and effective implementation of the projects and activities under the program.

5.2.3. Abide by the rules and regulations of the Department of Education in all programs and activities under the program.

**5. 3. Joint Responsibility:**

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

5.3.2 Engage in knowledge-sharing and advocacy efforts related to the DepEd objectives for improving learning outcomes aligned with the top five (5) priorities of **DepEd NCR**.

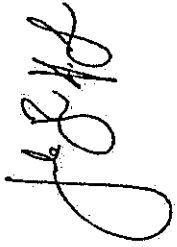
**Section 6 Project Effectivity**

This Memorandum of Agreement shall take effect upon its signing and shall remain in full force and effect until June 2025, subject to extension as may be agreed upon by the parties in writing.

**Section 7 Capacity and Authorization**

The parties herein warrant that they have the capacity, power, and requisite authorization to enter into this Agreement.

**Section 8 Separability Clause**



Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**Section 9 Guarantee on No Tobacco Industry Interest**

**RI D3800** confirms that it (as well as all members of its board and senior management) does not knowingly represent or have any affiliation with or receive any support, financial or otherwise, from the tobacco industry and/or those representing its interest and has not done so in the past year. **RI D3800** hereby undertakes to notify the **DepEd NCR** immediately if it or any of its members and senior management discovers that it represents, is affiliated with, or receives support from the Tobacco Industry.

**Section 10. Compliance with Data Privacy Act**

Each party shall, at all times, ensure and maintain the integrity, security, privacy, and availability of any personal data as defined under the Data Privacy Act of 2012 and its Implementing Rules and Regulations ("Data Privacy Act") which may come in its possession or knowledge pursuant to this Agreement.

Each party hereby acknowledges and warrants that it complies with the requirements of the Data Privacy Act, as may be amended from time to time, as well as other privacy and security regulations now or hereinafter promulgated by the National Privacy Commission. Such requirements shall include but are not limited to the implementation of stringent and adequate security measures in the processing and sharing of personal and sensitive information as well as compliance with Sections 20, 38, and 44 of the Implementing Rules and Regulations of the Data Privacy Act as may be applicable under the circumstances.

**Section 11 Confidentiality Clause**

Each of the parties understands and acknowledges that in the course of the execution and performance of this Agreement or otherwise, it will receive or become aware of the Confidential Information of the other party and its Stakeholders. Each of the parties undertakes to maintain and procure the maintenance of Confidential Information at all times and to keep and procure said information of the other party secure and protected against unauthorized access and not at any time, whether during the Agreement Term or any time thereafter, without the prior written consent of the other party and the data subject, directly or indirectly, to use or authorize or permit the use of any of the performance of its rights and obligations hereunder, or to disclose, exploit, copy or modify any of the said Confidential Information, or authorize or permit any third party to do the same.

**Section 12 Breach of Contract**

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.

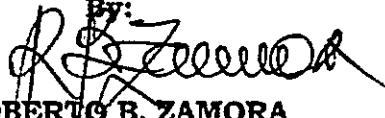
**Section 13 Amendments**

This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by all parties.

SIGNED on the date and at the place first above written.

**ROTARY INTERNATIONAL DISTRICT 3800**

By:



**ROBERTO B. ZAMORA**  
District Governor  
District 3800


**DEPED NCR**

By:

**JOCELYN DR ANDAYA**  
Regional Director

SIGNED IN THE PRESENCE OF:

**ROTARY INTERNATIONAL DISTRICT 3800**



**JACK BRIAN LUA**  
Youth Service Chairperson

**DEPED NCR**



**CRISTITO A. ECO**  
Assistant Regional Director



**ACKNOWLEDGMENT**

**REPULIC OF THE PHILIPPINES)  
City of Quezon City)S. S.**

**BEFORE ME**, a Notary Public, for and in the City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

26 DEC 2024

ID No.

Issued on/Issued at

**JOCELYN DR. ANDAYA**

\_\_\_\_\_

\_\_\_\_\_

**ROBERTO B. TANYAG**

\_\_\_\_\_

\_\_\_\_\_

**CRISTITO A. ECO**

\_\_\_\_\_

\_\_\_\_\_

**JACK BRIAN LUA**

N04-96-375092

8/12/2022

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 six (6) 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.

Doc. No. 75;  
Page No. 14;  
Book No. 02;  
Series of 2024

*Handwritten initials*

**NOTARY PUBLIC**

*Handwritten signature*

**ATTY. JOYLYN P. DULNUAN**

Notary Public

Until December 31, 2025

IBP Lifetime No. 05822

Roll No. 52586

PTR No. 3409986 / 11/5/24 QC