

Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

March 5, 2025

REGIONAL MEMORANDUM

No. 208, s. 2025

To: Schools Division Superintendents
Division Partnership Focal Persons
All Others Concerned

IMPLEMENTATION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION (DEPED) AND REBISCO GROUP OF COMPANIES

1. The Department of Education has entered into a Memorandum of Agreement (MOA) with the Rebisco Group of Companies composed of Rebisco Biscuit Corporation, Suncrest Foods Incorporated, SPI Corporation, SFI Multimix Corporation and Multirich Foods Corporation on the implementation of REBISCOVER Learning Program.
2. Attached are copies of Memorandum of Agreement (MOA), for reference of all concerned.
3. For immediate dissemination.


JOCELYN DR ANDAYA

Regional Director, NCR

Concurrent Officer-In-Charge, Office of the
Assistant Secretary for Operations

Encl.:
As stated

/essd/joan/



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

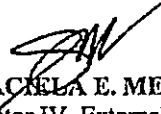




Republic of the Philippines
Department of Education
OFFICE OF THE SECRETARY

CO-EPS-01-112025

FOR : ALL REGIONAL DIRECTORS
ALL ESSD CHIEF
ALL REGIONAL PARTNERSHIP FOCAL PERSON

FROM : 
GRACIELA E. MENDOZA
Director IV, External Partnerships Service

SUBJECT : IMPLEMENTATION OF THE MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF EDUCATION (DEPED) AND
REBISCO GROUP OF COMPANIES

DATE : JANUARY 16, 2025

The REBISCO Group of Company composed of Rebisco Biscuit Corporation, Suncrest Foods Incorporated, SPI Corporation, SFI Multimix Corporation, and Multirich Foods Corporation have entered into a Memorandum of Agreement (MOA) with the Department of Education (DepEd) on the REBISCOVER Learning Program. The component of the program includes the following:

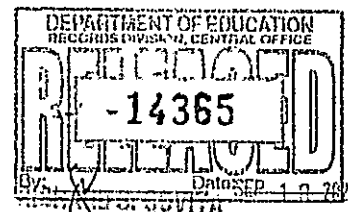
1. **RebisCOMPLEMENT.** Rebisco develops learning materials that complement the lessons taught, enabling them to better understand and retain the learnings. These materials are both in printed and digital formats. Rebisco develops branded activity worksheets, branded storybooks and volleyball training modules. We also help reproduce locally produced ALS modules and *Brigada Pagbasa* materials. These learning materials help complement DepEd's efforts on reading and literacy programs.
2. **RebisCONSTRUCT/RebisCONVERT.** Rebisco assists by constructing or restoring classrooms to decongest overcrowded ones. Also includes construction or restoration of service facilities like canteens, sports clinics or other most needed facilities.
3. **RebisCOMMUNITY.** Rebisco performs certain "acts of kindness" or outreach programs to strengthen its oneness with the community. This includes feeding programs, medical mission, and gift-giving.
4. **RebisCOMMEND/RebisCOMMENDATION.** Rebisco's way of appreciating educators during National Teachers' Day celebration.
5. **RebisCONGRESS.** Rebisco supports sports development through training sessions among volleyball coaches and players.

Attached for your reference are the copies of the approved and duly notarized MOA with the five companies under the REBISCO Group. To implement the MOA, and for proper coordination, we are endorsing to you the project team from REBISCO led by Ms. Genevieve "Geng" Domingo (genevieve.domingo@rebisco.com.ph). They will be coordinating with the Schools Division Offices and Schools that are recipients of various projects from REBISCO as specified in the approved MOA.

For more details and information, you staff may coordinate with External Partnerships Services (EPS) via email at externalpartnerships@deped.gov.ph and eps.od@deped.gov.ph or call telephone numbers 8638-8637 and 8638-8639.

Thank you very much.

MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, hereinafter referred to as the "Agreement," is entered into this 18 day of JULY, 2024 at TRINIDAD CITY Philippines, by and between:

The DEPARTMENT OF EDUCATION, a government entity mandated by law, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," with principal address at DepEd Complex, Meralco Ave., Pasig City, represented by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**; and hereinafter referred to as the "DepEd,"

-and-

The REPUBLIC BISCUIT CORPORATION, a food manufacturing company duly organized and existing under the laws of the Philippines with principal address at 57 General Luis St., Novaliches, Quezon City, herein represented by its President, **GERONIMO R. KAMUS**, and herein referred to as the "REBISCO".

Collectively being referred to as "Parties" and individually as "Party"

WITNESSETH THAT:

WHEREAS, Article XIV, Section 1 of the 1987 Constitution provides that "(t)he State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all";

WHEREAS, DepEd is a government agency mandated to:

- a. formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education;
- b. supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and
- c. provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners;

WHEREAS, DepEd, through the External Partnerships Service (EPS), believes that partnership is an important paradigm in delivering and achieving DepEd's education development goals and services and to fulfill the mandate of the Constitution of making quality education accessible to all;

WHEREAS, Republic Act No. 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 as mandated by law to lead the Adopt-a-School Program, is task with responsibility of securing resources to make the public schools competitive. Hence, it is inviting private institutions to be active partners in the goal of providing education to all Filipinos and in developing and improving the public education system;

WHEREAS, DepEd, shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd and the proper recording of the donated items categorized as Property, Plant, and Equipment as contained in Item VII of the enclosure to DepEd Order No. 24, s. 2016 entitled "Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax Incentives by Private Donor-Partners Supporting the K to 12 Program," which provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and DepEd Order No. 82, s. 2011 entitled "Guidelines on the Proper Recording of all Donated Properties";

WHEREAS, both Parties recognize and undertake to comply with the following laws, rules, and regulations:

- a. RA 10173, otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations (IRR), and other related issuances of the National Privacy Commission (NPC) and "Freedom of Information Order under E.O. No. 2, s. 2016," for the implementation of this Agreement;
- b. Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health (DOH), DO No. 6, s. 2012, and DO No. 48, s. 2016 on DepEd's policy to not deal with the tobacco industry, or any individual or entity that works to further the interests of the tobacco industry, except to the extent strictly necessary to effectively regulate the tobacco industry and tobacco product;
- c. DECS Order No. 28, s. 2001 or "Prohibiting the Commercialization of the DECS Organization through Endorsements and Accreditation of Goods and Services" in the implementation of the program, and DO No. 39 s. 2009 or "Strict Adherence to DECS Order No. 28, s. 2001"; and
- d. RA 9184, otherwise known as the "Government Procurement Reform Act," and its IRR, and government accounting and auditing rules and regulations;

WHEREAS, REBISCO is one of the dominant players in the Philippine snack food industry with a growing global presence through its best-value products such as Rebisco Crackers, Rebisco Sandwich, Hansel Sandwich, Fudgee Barr, Choco Mucho, Doowee Donut, Topps Sarap, Happy Peanuts, Ding Dong, Superstix, Judge Chewing Gum, Mr. Candies and Creamline Ice Cream.

WHEREAS, REBISCO participates in a wide spectrum of DepEd MATATAG Agenda, aiming to make learning among school children more fun to get them more interested, motivated and engaged in the school. REBISCO has developed specific programs under the "REBISCOVER Learning Program", where in among its other goals, seeks to be a partner in promoting positive experiences on public schoolchildren which will help develop a life-long love for school and learning.

WHEREAS, the project known as "REBISCOVER Learning" has specific forms of partnership.

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. REBISCO'S PROGRAM IN EDUCATION

The REBISCOVER Learning Program is composed of the following program components:

1. **RebisCOMPLEMENT.** Rebisco develops learning materials that complement the lessons taught, enabling them to better understand and retain the learning. These materials are both in printed and digital formats. Rebisco develops branded activity worksheets, branded storybooks and volleyball training modules. We also help

reproduce locally-produced ALS modules and *Brigada Pagbasa* materials. These learning materials help complement DepEd's efforts on reading and literacy program.

2. **RebisCONSTRUCT/RebisCONVERT.** Rebisco assists by constructing or restoring classrooms to decongest overcrowded ones. Also includes construction or restoration of service facilities like canteens, sports clinics or other most needed facilities.
3. **RebisCOMMUNITY.** Rebisco performs certain "acts of kindness" or outreach programs to strengthen its oneness with the community. This includes feeding programs, medical mission, and gift-giving.
4. **RebisCOMMEND/RebisCOMMENDATION.** Rebisco way of appreciation to educators during the National Teachers' Day.
5. **RebisCONGRESS.** Rebisco support for sports development through training sessions among volleyball coaches and players.

Article II. PROGRAM SCOPE AND BENEFICIARY

The program beneficiary shall be the selected public schools, learners and teachers across the Philippines. The list of program beneficiaries shall be identified in coordination with DepEd based on NEDA's Program Priority Plan and REBISCO's priority areas.

Article III. PROGRAM COST

1. The estimated total cost of the Program is **Seventy-Seven Million Pesos (Php77,000,000.00).**
2. The aforementioned cost is only an estimate and shall be subject to validation to be consistent with RA 8525 and other existing applicable laws, rules, and regulations on the valuation of donated items to educational institutions.
3. DepEd shall not shoulder any cost or expenses in relation to this program.

Article IV. RIGHTS AND RESPONSIBILITIES

1. DepEd shall:

- 1.1 provide policy guidance and directions to ensure the proper implementation of the Program aligned with the goals to provide accessible and inclusive education;
- 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 REBISCO's program implementer in the selection and identification of beneficiary schools in coordination with the Education Facilities Division, School Sports, and Curriculum and Teaching;
- 1.5 evaluate learning materials through the Bureaus of Learning Resources;
- 1.6 coordinate with the REBISCO in the implementation of the Program;
- 1.7 execute a Deed of Acceptance in favor of the REBISCO for the completed projects;
- 1.8 process the application of REBISCO for the tax incentives provided under RA 8525; and
- 1.9 perform other responsibilities necessary for the effective and efficient implementation of the Program.

2. REBISCO shall:

- 2.1 designate a focal person to coordinate the implementation of this Agreement;
- 2.2 provide funding in accordance with the provisions covering a particular project of the Program;
- 2.3 provide DepEd with regular reports, updates, as well as requested data and information relevant to the implementation of this Agreement;
- 2.4 coordinate with relevant DepEd Units in Central Office that REBISCO in the development of program advocacy and knowledge products that contain the REBISCO company logo and brand logos during the implementation of the program.
- 2.5 select and identify target areas/schools in close coordination with DepEd for the implementation of the Program;
- 2.6 take the lead in the implementation of the Program under the guidance and supervision of DepEd;
- 2.7 execute a Deed of Donation in favor of DepEd for the completed project and submit all pertinent documents in support to the amount specified/claimed for tax incentive application; and
- 2.8 perform other responsibilities necessary for the effective and efficient implementation of the Program.

Article V. TERM AND TERMINATION

- 1. This Agreement shall take effect upon signing of all Parties and its notarization and shall be remain in full force and effect for a period of three (3) years unless sooner revoked upon mutual written consent of the Parties.
- 2. The Parties may renew this Agreement upon mutual agreement at least sixty (60) calendar days before the date of expiration, provided such renewal is specifically approved by the authorized representatives of DepEd and REBISCO.
- 3. Subject to Article XI, any of the Parties may pre-terminate this Agreement for reasonable grounds, including but not limited to, material breach, upon submission of a formal written notice to the other party at least thirty (30) days before the intended date of termination.

Article VI. CAPACITY AND AUTHORIZATION

Each of the Parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other 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 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 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 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

Material violation or omission of any of the provisions of this Agreement shall be a ground for termination or rescission of the same with immediate effect and without the need for legal or court action

Article X. AMENDMENTS

Both Parties may recommend in writing any revision, amendment, or addition of any terms or condition in this Agreement, subject to prior notification to the other Party, and shall be deemed approved when confirmed in writing.

Such revision, amendment, or addition shall have the same effect as the original Agreement and will form an integral part hereof. Any revision, amendment, or addition shall not prejudice the right and obligations arising from or based on the Agreement before or up to date of such revision, amendment, or addition.

Article XI. SETTLEMENT OF DIFFERENCES

The parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

However, in the event that the Parties fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies and with A.M. No. 07-11-08-SC or the Special Rules of Court on Alternative Dispute Resolution. Under Republic Act No. 9285 or the Alternative Resolution Act of 2004, an Early Neutral Evaluation is defined as an ADR process wherein parties and their lawyers are brought together early in a pretrial phase to present summaries of their cases and receive a nonbinding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute.

Article XII. DATA PRIVACY AND CONFIDENTIALITY

Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall adhere to RA 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules and regulations.

Any gathered data and information should be protected and respected during the term and even after the termination of this Agreement. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

The parties cannot reproduce, share, or distribute personal data and confidential information derived by reason of this Agreement, to any third party, both local and international, without the consent of the data subject (for personal data) or the express

approval of the disclosing party (for the disclosing party's confidential information), as the case may be.

Article XIII. NON-DISCLOSURE CLAUSES

Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall ensure the privacy and security of any and all confidential, privileged, personal, and/or sensitive information that the Parties, their officers, and employees, and/or agents may have access to; and shall store, use, process, and dispose the said information in accordance with Republic Act 10173, otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations and other applicable National Privacy Commission issuances. This clause shall survive even after termination or expiration of this Agreement.

Article XIV. 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 REBISCO 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 REBISCO 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 REBISCO, including but not limited to any material actually owned by REBISCO 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.

Article XV. 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 or 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 undertake to act in good faith with respect to each other's rights and obligations under this Agreement and to adopt all reasonable measures to ensure the

realization of the objectives of this Agreement promptly within the specified timelines and to ensure proper utilization of funds.

3. Each Party shall:
 - a. Use all reasonable endeavors to do all things necessary or desirable to give full effect to this Agreement; and
 - b. Refrain from doing anything which might hinder performance of this Agreement.
4. 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.
5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

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

DEPARTMENT OF EDUCATION
(DepEd)

REPUBLIC BISCUIT CORPORATION
(REBISCO)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Department of Education

GERONIMO R. KAMUS
President



WITNESSED IN THE PRESENCE OF:

MARGARITA CONSOLACION C.
BALLESTEROS, PhD.
Director IV
External Partnerships Service

VICTOR C. JANOLINO
Marketing Director
Republic Biscuit Corporation

STEFANO ANDREI T. SORIANO
Head of Marketing
Republic Biscuit Corporation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S.

x-----x

BEFORE ME, a Notary Public for and in consideration of the forgoing, in TAGUIG CI,
Philippines, this _____ day of III 18 2024, 2024, personally appeared:

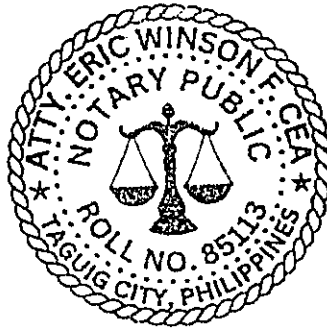
Name	Government Issued ID (Details)	Date and Place Issued
ATTY. MICHAEL WESLEY T. POA	<u>DEPED ID</u>	<u>60-827125-2</u>


Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, consisting of nine (9) pages, two (2) of which are the respective Acknowledgement pages of the Parties, and which person acknowledged to me that the same is their free and voluntary act and deed thereof, as well as that of the entity said person represent.

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

NOTARY PUBLIC

Doc. No. 157
Page No. 39
Book No. 1
Series of 2024




ATTY. ERIC WINSON F. CEA
Notary Public for Taguig City
Roll of Attorneys No. 85113
Novicio Bldg., Pendatun Ave., Upper Bicutan, Taguig City
IBP No. 325865 - 12/07/2023 - Manila I Chapter
PTR No. 6089652 - 01/08/2024 - Taguig City
MCLE Compliance: Admitted to the Philippine Bar: May 2023
Commission expires on 31, December 2025

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 TAGUIG CITY) S.S.
X-----X

BEFORE ME, a Notary Public for and in consideration of the forgoing, in TAGUIG CITY ,
Philippines, this _____ day of JUL 18 20 24 , 2024, personally appeared:

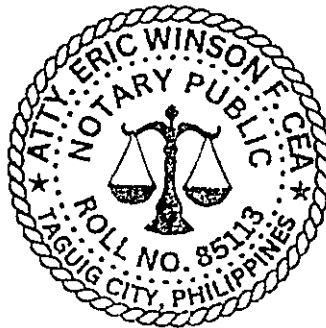
Name	Government Issued ID (Details)	Date and Place Issued
GERONIMO R. KAMUS	PASSPORT	P6839766B 20 MAY 2021 NCR EAST

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[Signature]
ATTY. ERIC WINSON F. CEA
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MCLE Compliance: Admitted to the Philippine Bar: May 2023
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SEP 10 2024

RICHARD S. GOVITA *[Signature]*

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, hereinafter referred to as the "Agreement," is entered into this day of SEP 27 2024 at CITY OF MAKATI, Philippines, by and between:

The DEPARTMENT OF EDUCATION, a government entity mandated by law, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," with principal address at DepEd Complex, Meralco Ave., Pasig City, represented by its Secretary, JUAN EDGARDO M. ANGARA; and hereinafter referred to as the "DepEd,"

-and-

The MULTIRICH FOODS CORPORATION, a food manufacturing company duly organized and existing under the laws of the Philippines with principal address at 9007 TS Miguel Villarica Road, Brgy. Patubig, Marilao, Bulacan, herein represented by its President, JONATHAN C. NG, and herein referred to as the "MFC".

Collectively being referred to as "Parties" and individually as "Party"

WITNESSETH THAT:

WHEREAS, Article XIV, Section 1 of the 1987 Constitution provides that "(t)he State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all";

WHEREAS, DepEd is a government agency mandated to:

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- N
- a. formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education;
 - b. supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and
 - c. provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners;

WHEREAS, DepEd, through the External Partnerships Service (EPS), believes that partnership is an important paradigm in delivering and achieving DepEd's education development goals and services and to fulfill the mandate of the Constitution of making quality education accessible to all;

WHEREAS, Republic Act No. 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 as mandated by law to lead the Adopt-a-School Program, is task with responsibility of securing resources to make the public schools competitive. Hence, it is inviting private institutions to be active partners in the goal of providing education to all Filipinos and in developing and improving the public education system;

WHEREAS, DepEd, shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd and the proper recording of the donated items categorized as Property, Plant, and Equipment as contained in Item VII of the enclosure to DepEd Order No. 24, s. 2016 entitled "Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax

Incentives by Private Donor-Partners Supporting the K to 12 Program," which provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and DepEd Order No. 82, s. 2011 entitled "Guidelines on the Proper Recording of all Donated Properties":

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- c. DECS Order No. 28, s. 2001 or "Prohibiting the Commercialization of the DECS Organization through Endorsements and Accreditation of Goods and Services" in the implementation of the program, and DO No. 39 s. 2009 or "Strict Adherence to DECS Order No. 28, s. 2001"; and
- d. RA 9184, otherwise known as the "Government Procurement Reform Act," and its IRR, and government accounting and auditing rules and regulations;

WHEREAS, MFC is one of the dominant players in the Philippine snack food industry with a growing global presence through its best-value products such as Choco Mucho, Superstix and Krimstix.

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WHEREAS, MFC participates in a wide spectrum of DepEd MATATAG Agenda, aiming to make learning among school children more fun to get them more interested, motivated and engaged in the school. MFC in collaboration with Republic Biscuit Corporation (REBISCO) has developed specific programs under the "REBISCOVER Learning Program", where in among its other goals, seeks to be a partner in promoting positive experiences on public schoolchildren which will help develop a life-long love for school and learning.

WHEREAS, the project known as "REBISCOVER Learning" has specific forms of partnership.

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. MFC'S PROGRAM IN EDUCATION

MFC supports the REBISCOVER Learning Program with the following components:

1. **RebisCOMPLEMENT.** Rebisco develops learning materials that complement the lessons taught, enabling them to better understand and retain the learning. These materials are both in printed and digital formats. Rebisco develops branded activity worksheets, branded storybooks and volleyball training modules. We also help reproduce locally-produced ALS modules and *Brigada Paghasa* materials. These learning materials help complement DepEd's efforts on reading and literacy program.
2. **RebisCONSTRUCT/RebisCONVERT.** Rebisco assists by constructing or restoring classrooms to decongest overcrowded ones. Also includes construction or restoration of service facilities like canteens, sports clinics or other most needed facilities. LR
3. **RebisCOMMUNITY.** Rebisco performs certain "acts of kindness" or outreach programs to strengthen its oneness with the community. This includes feeding programs, medical mission, and gift-giving. MS

4. **RebisCOMMEND/RebisCOMMENDATION.** Rebisco way of appreciation to educators during the National Teachers' Day.
5. **RebisCONGRESS.** Rebisco support for sports development through training sessions among volleyball coaches and players.

Article II. PROGRAM SCOPE AND BENEFICIARY

The program beneficiary shall be the selected public schools, learners and teachers across the Philippines. The list of program beneficiaries shall be identified in coordination with DepEd based on NEDA's Program Priority Plan and MFC's priority areas.

Article III. PROGRAM COST

1. The estimated total cost of the Program is **TWO Million Pesos (Php2, 000,000.00)**.
2. The aforementioned cost is only an estimate and shall be subject to validation to be consistent with RA 8525 and other existing applicable laws, rules, and regulations on the valuation of donated items to educational institutions.
3. DepEd shall not shoulder any cost or expenses in relation to this program.

Article IV. RIGHTS AND RESPONSIBILITIES

1. DepEd shall:

- 1.1 provide policy guidance and directions to ensure the proper implementation of the Program aligned with the goals to provide accessible and inclusive education;
- 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 MFC's program implementer in the selection and identification of beneficiary schools in coordination with the Education Facilities Division, School Sports, and Curriculum and Teaching;
- 1.5 evaluate learning materials through the Bureaus of Learning Resources;
- 1.6 coordinate with the MFC in the implementation of the Program;
- 1.7 execute a Deed of Acceptance in favor of the MFC for the completed projects;
- 1.8 process the application of MFC for the tax incentives provided under RA 8525; and
- 1.9 perform other responsibilities necessary for the effective and efficient implementation of the Program.

2. MFC shall:

- 2.1 designate a focal person to coordinate the implementation of this Agreement;
- 2.2 provide funding in accordance with the provisions covering a particular project of the Program;
- 2.3 provide DepEd with regular reports, updates, as well as requested data and information relevant to the implementation of this Agreement;
- 2.4 coordinate with relevant DepEd Units in Central Office that MFC in the development of program advocacy and knowledge products that contain the MFC company logo and brand logos during the implementation of the program.
- 2.5 select and identify target areas/schools in close coordination with DepEd for the implementation of the Program;
- 2.6 take the lead in the implementation of the Program under the guidance and supervision of DepEd;
- 2.7 execute a Deed of Donation in favor of DepEd for the completed project and submit all pertinent documents in support to the amount specified/claimed for tax incentive application; and
- 2.8 perform other responsibilities necessary for the effective and efficient implementation of the Program.

Article V. TERM AND TERMINATION

1. This Agreement shall take effect upon signing of all Parties and its notarization and shall be remain in full force and effect for a period of three (3) years unless sooner revoked upon mutual written consent of the Parties.
2. The Parties may renew this Agreement upon mutual agreement at least sixty (60) calendar days before the date of expiration, provided such renewal is specifically approved by the authorized representatives of DepEd and MFC.
3. Subject to Article XI, any of the Parties may pre-terminate this Agreement for reasonable grounds, including but not limited to, material breach, upon submission of a formal written notice to the other party at least thirty (30) days before the intended date of termination.

Article VI. CAPACITY AND AUTHORIZATION

Each of the Parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other 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 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 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.

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Article VIII. LIABILITY AND INDEMNITY

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

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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 with immediate effect and without the need for legal or court action

Article X. AMENDMENTS

Both Parties may recommend in writing any revision, amendment, or addition of any terms or condition in this Agreement, subject to prior notification to the other Party, and shall be deemed approved when confirmed in writing.

Such revision, amendment, or addition shall have the same effect as the original Agreement and will form an integral part hereof. Any revision, amendment, or addition shall not prejudice the right and obligations arising from or based on the Agreement before or up to date of such revision, amendment, or addition.

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Article XI. SETTLEMENT OF DIFFERENCES

The parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

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However, in the event that the Parties fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies and with A.M. No. 07-11-08-SC or the Special Rules of Court on Alternative Dispute Resolution. Under Republic Act No. 9285 or the Alternative Resolution Act of 2004, an Early Neutral Evaluation is defined as an ADR process wherein parties and their lawyers are brought together early in a pretrial phase to present summaries of their cases and receive a nonbinding assessment by an experienced, neutral person, with expertise in the subject in the substance of the dispute.

Article XII. DATA PRIVACY AND CONFIDENTIALITY

Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall adhere to RA 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules and regulations.

Any gathered data and information should be protected and respected during the term and even after the termination of this Agreement. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

The parties cannot reproduce, share, or distribute personal data and confidential information derived by reason of this Agreement, to any third party, both local and international, without the consent of the data subject (for personal data) or the express approval of the disclosing party (for the disclosing party's confidential information), as the case may be.

Article XIII. NON-DISCLOSURE CLAUSE

Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall ensure the privacy and security of any and all confidential, privileged, personal, and/or sensitive information that the Parties, their officers, and employees, and/or agents may have access to; and shall store, use, process, and dispose the said information in accordance with Republic Act 10173, otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations and other applicable National Privacy Commission issuances. This clause shall survive even after termination or expiration of this Agreement.

Article XIV. 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 MFC 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 MFC in the Supplementary Agreement. Attribution shall be given to the partner organization.

Notwithstanding the foregoing, the claims of Intellectual Property Rights ownership by DepEd shall exclude all Intellectual Property Rights owned by MFC, including but not limited to any material actually owned by MFC that contains their logo(s).

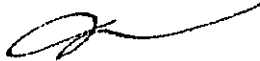
3. Any use of a Party's knowledge products by the other Party, in relation to this Agreement, i.e., for academic and promotional materials, which include, but not limited to, logos, brochures, press releases, websites and other social media tools, shall be allowed upon prior written consent of the concerned Party and limited to the accomplishment of the objectives of this Agreement.

Article XV. 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 undertake to act in good faith with respect to each other's rights and obligations under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement promptly within the specified timelines and to ensure proper utilization of funds.
3. Each Party shall:
 - a. Use all reasonable endeavors to do all things necessary or desirable to give full effect to this Agreement; and
 - b. Refrain from doing anything which might hinder performance of this Agreement.
4. 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.
5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

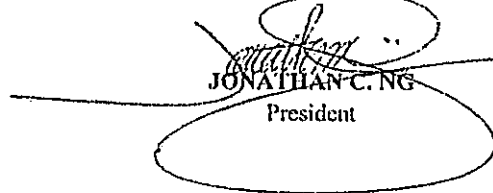
IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement as of the date first above written.

DEPARTMENT OF EDUCATION
(DepEd)



JUAN EDGARDO M. ANGARA
Secretary


MULTIRICH FOODS CORPORATION
(MEC)




JONATHAN C. NG
President

SIGNED IN THE PRESENCE OF:


MARGARITA CONSOLACION C. BALLESTEROS
Director IV
External Partnerships Service


VICTOR C. JANOLINO
Marketing Director


EARL PATRICK C. LUCERO
Head of Marketing
Multirich Foods Corporation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.
-----X

BEFORE ME, a Notary Public for and in consideration of the foregoing, in CITY OF MAKATI,
Philippines, this _____ day of SEP 27 2024 2024, personally appeared:

Name	Government Issued ID (Details)	Date and Place Issued
JUAN EDGARDO M. ANGARA	<u>1269676965</u>	<u>EXPIRES MAY 24 2031 DPA MANILA</u>


Known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement, consisting of eight (8) pages, two (2) of which are the respective Acknowledgement pages of the Parties, signed by the party and his instrumental witnesses, and which person acknowledged to me that the same is his free and voluntary act and deed thereof, as well as that of the entity said person represent.

SEP 27 2024

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

NOTARY PUBLIC

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Page No. 95
Book No. I
Series of 2024


CONNER SHANE WILLIAMS A. HINES
Appointment No. M-337 (2024-2025)
Notary Public for Makati City
Until December 2025
27th Floor, 88 Corporate Center
141 Sedaño St., Salcedo Village, Makati City
Roll of Attorney's No. 83768
PTR No. 16000840 / 01-18-2024 / Makati City
IBP No. 419390 / 01-12-2024 / Cebu City Chapter
Admitted to the Bar 2023



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.
X-----X

BEFORE ME, a Notary Public, for and in consideration of the forgoing, in CITY OF MAKATI, Philippines, this _____ day of SEP 27 2024, 2024, personally appeared:

Name	Government Issued ID (Details)	Date and Place Issued
JONATHAN C. NG	P99848388	EXPIRY FEB 16 2032 DPA 00000000

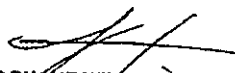
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