

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made and entered into this 22<sup>nd</sup> day of January 2014, at Pasig City, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, an agency of the national government of the Republic of the Philippines, created by virtue of Batas Pambansa (B.P.) No. 232 "The Education Act of 1982" as amended by Republic Act (R.A.) No. 9155 otherwise known as "Governance of Basic Education Act of 2001", with principal office address at DepEd Complex, Meralco Ave., Pasig City, Metro Manila, represented by its Secretary, **BR. ARMIN A. LUISTRO FSC**, herein referred to as "**DepEd**";

-and-

The **HELP AND ASSISTANCE FROM ROTARY INC.**, a non-stock, non-profit organization duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 1903, Cityland Herrera Tower, VA Rufino corner Valero Streets, Salcedo Village, Makati City, represented in this transaction by its President, **EDUARDO R. ALVAREZ**, hereinafter referred to as the "**PROPONENT**";

WITNESSETH:

**WHEREAS**, Republic Act 8525, otherwise known as "An Act Establishing the Adopt-A-School Program and Providing Incentives Therefore and for Other Purposes", was enacted to encourage private companies and entities to help in the upgrading and modernization of public schools in the country, preferably located in the poverty-stricken provinces;

**WHEREAS**, **DepEd** being responsible for securing resources to make public schools competitive has been partnering with the private sector entities as well as the government agencies and their local units for the development and improvement of the public education system in our country;

**WHEREAS**, **DepEd** believes that one way of achieving an enhanced learning environment and of addressing the shortage of resources in public schools devastated by typhoon Yolanda is through the provision of classrooms;

**WHEREAS**, the **PROPONENT** is an organization or company engaged in the repair, rehabilitation, and construction of schools and classrooms, and in securing sponsorships, donations and funding for said purpose;

**WHEREAS**, the **PROPONENT** has agreed to partner with **DepEd** to support, market, publicize and otherwise promote and seek funding for the repair, rehabilitation and re-construction of the schools affected by typhoon Yolanda;

**WHEREAS**, the **PROPONENT** has also agreed with **DepEd** to construct new classrooms particularly at devastated areas and to replace those washed-out during typhoon Yolanda;

**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 Description of Project

The project known as "**BUILD A SCHOOL**", consists of the rehabilitation and construction of classrooms at the schools severely affected and wrecked by the typhoon Yolanda.





**Section 2 Rights and Obligations of the DepEd**

DepEd shall:

- a.) Provide policy guidance and directions to ensure the proper implementation of the project;
- b.) Coordinate with the **PROPONENT** in the implementation of the project, accept the package of assistance and execute the corresponding Deed of Acceptance through the School Head/Principal;
- c.) Assist in the implementation and monitoring of the project;
- d.) Ensure the full cooperation of the beneficiary schools and their local/district/division/regional officials with the **PROPONENT**;
- e.) Allow the **PROPONENT** and other partner institutions to display or distribute their own streamers, posters, flyers, leaflets, brochures or other publicity campaign materials in support of the project;
- f.) Allow the **PROPONENT** to have its name emblazoned beneath the name of the school after words indicating that the school is under the "Adopt-A-School Program"; and
- g.) Review, endorse and otherwise assist and facilitate the application of the adopting private entity/ies brought by the **PROPONENT** to DepEd for tax incentives entitlement with the corresponding Revenue District Office.

**Section 3 Rights and Obligations of the PROPONENT**

The Proponent shall:

- a.) Repair, rehabilitate or re-construct schools or construct new classrooms at schools damaged or destroyed by typhoon Yolanda;
- b.) Secure sponsorships, donations, funding and logistics for the above purpose;
- c.) Assist DepEd in identifying the schools or priority areas for immediate project implementation;
- d.) Cause the planning, preparation, implementation, construction, supervision and audit of the project, having in mind basic safety, cost efficiency, time management and transparency;
- e.) Execute a Deed of Donation in favor of DepEd for the completed project; and
- f.) Render periodic report/ assessment of the projects being implemented to DepEd as deemed necessary.

**Section 4 Scope of the Project**

The project beneficiaries are the public schools damaged or destroyed by typhoon Yolanda.

**Section 5 Term**

The term of this MOU shall be two (2) years, renewable upon mutual agreement of the parties. This MOU however shall be automatically renewed for one (1)-year periods to complete projects which remain unfinished at the time of the original expiration date.

The MOU shall commence validity on - January 2014 and will end on - January 2016.

**Section 6 Capacity and Authorization.** The parties herein warrant that they have the capacity, power and requisite authorization to enter into this MOU.





**Section 7 Separability Clause.** Should any part of this MOU be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**Section 8 Breach of Contract.** The violation or omission of any of the provisions of this MOU shall be ground for the cancellation or rescission of the same without need for legal or court action.

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

DEPARTMENT OF EDUCATION

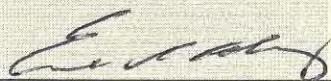
HELP AND ASSISTANCE FROM ROTARY, INC.

By

By

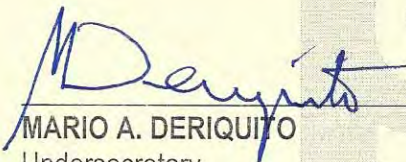


BR. ARMIN A. LUISTRO FSC  
Secretary



EDUARDO R. ALVAREZ  
President

SIGNED IN THE PRESENCE OF:



MARIO A. DERIQUITO  
Undersecretary  
Partnerships & External Linkages



JOSE FRANCISCO Q. CIFRA  
Treasurer  
Help and Assistance from Rotary, Inc.



DEPARTMENT OF EDUCATION



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

**MANILA**

) ss.

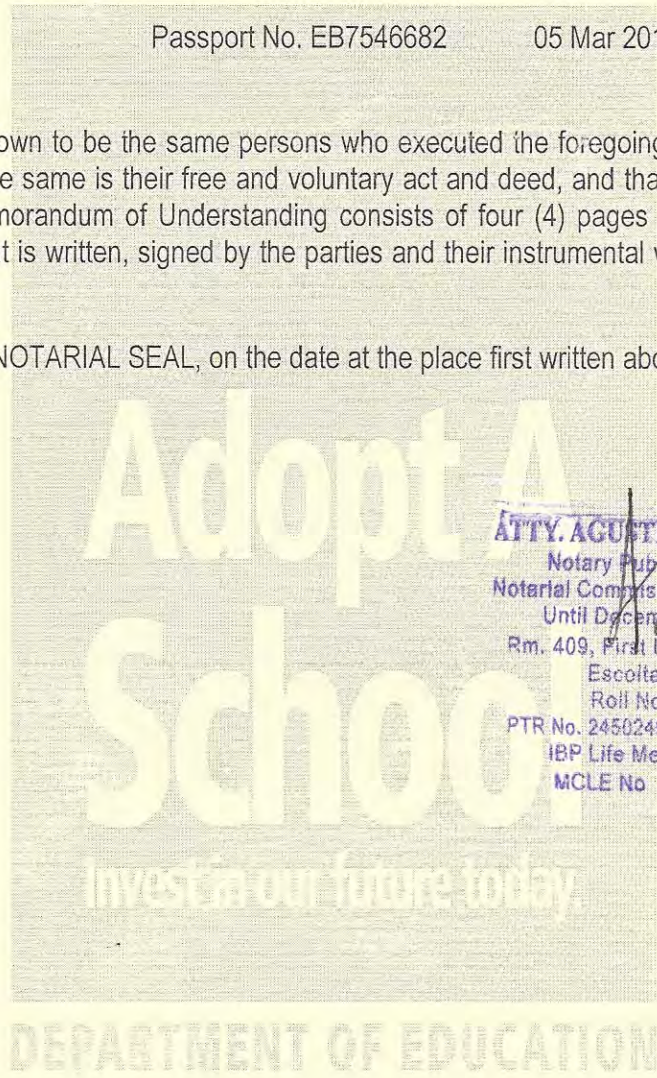
BEFORE ME this JAN 23 2014 (date), personally appeared:

Name	Competent Evidence Of Identity/No.	Date/Place Issued
BR. ARMIN A. LUISTRO FSC	Passport No. DP0007134	03 Sept. 2010/DFA, Manila
EDUARDO R. ALVAREZ	Passport No. EB7546682	05 Mar 2013/DFA, Manila

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the entities herein they represented. This Memorandum of Understanding consists of four (4) pages including this page in which this acknowledgement is written, signed by the parties and their instrumental witnesses at each and every page thereof.

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

Doc. No. 413  
Page No. 84  
Book No. XIII  
Series of 2014



*Handwritten signature*

*Handwritten initials/signatures*