

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this ____ day of _____ at Pasig City, Metro Manila, Philippines, by and among:

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-

UNITED COCONUT PLANTERS LIFE ASSURANCE CORP. a corporation organized and existing under the laws of the Republic of the Philippines, with office address at COCOLIFE Building 6807 (6774), Ayala Avenue, 1226 Makati City, represented in this transaction by its President, **ATTY. ALFREDO C. TUMACDER, JR.**, hereinafter referred to as the "**COCOLIFE**";

-and-

HELP & ASSISTANCE FOR ROTARY PHILIPPINE DISTRICTS, INC., an organization organized and existing under the laws of the Republic of the Philippines, with office address at Unit 1903 Cityland Herrera Tower, VA Rufino cor. Valero St., Salcedo Village, Makati City, represented in this transaction by its President, **EDUARDO R. ALVAREZ**, hereinafter referred to as the "**HARPDI**";

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 to assist in the delivery of better quality education to public schools in the country, particularly in the poverty-stricken provinces;

WHEREAS, Revenue Regulations No. 10 s. 2003, Implementing the Tax Incentives Provision of RA 8525 otherwise known as the Adopt-a-School Act of 1998 has been issued by the Department of Finance thru the Bureau of Internal Revenue;

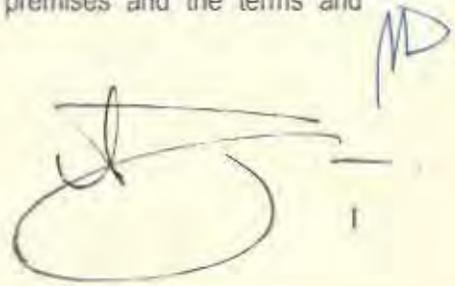
WHEREAS, DepEd being responsible in securing resources to make public schools competitive has been partnering with the private sector entities as well as the government agencies and their local units for the development and improvement of the public education system in our country;

WHEREAS, DepEd believes that one way for private companies to assist in the delivery of better quality education in the country is by rebuilding and reconstruction of school buildings damage by typhoon Yolanda;

WHEREAS, COCOLIFE is a company engaged in life insurance business;

WHEREAS, the COCOLIFE, together with the HARPDI, has proposed to DepEd the construction of four classrooms including the computer laboratory of San Jose Elementary School in Ormoc City;

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 the Project

The project known as BUILD A SCHOOL, entails the construction of twelve (12) classroom school buildings, including a computer laboratory, with toilet, and provision for classroom equipment, such as tables, chairs, chalkboards, and among others; and the repair of twelve (12) partially damaged classrooms including the Principal's office.

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 **COCOLIFE** through the **HARPD**I in the implementation of the project;
- c.) Accept the package of assistance and execute the corresponding Deed of Acceptance through the School Head/Principal;
- d.) Assist in the implementation and monitoring of the project;
- e.) Review and endorse the application of **COCOLIFE** for tax incentive entitlement to the Revenue District Office; and
- f.) Provide proper management, maintenance, and care for the improvement received by beneficiary school, through the School Head or Principal, in close coordination with the **HARPD**I.

Section 3 Rights and Obligations of COCOLIFE

COCOLIFE shall:

- a.) Fund the construction of the four classrooms including a computer laboratory in the amount of **THREE MILLION PESOS (Php 3,000,000.00)** and release the funds to **HARPD**I on a progress billing basis. The four classroom building consisting of three regular classrooms and one computer laboratory shall be located in the place identified by **COCOLIFE** in coordination with **DepEd**;
- b.) Coordinate with the **DepEd** and the **HARPD**I in the implementation of the project;
- c.) Be entitled to tax incentives under RA 8525 which shall be honored by the BIR through the relevant Revenue District Office;
- d.) Execute a Deed of Donation in favor of **DepEd** for the completed project and submit to **DepEd** through **HARPD**I all pertinent documents in support of the amount specified/claimed for tax incentives application under RA 8525; and
- e.) Provide necessary support particularly those concerning approval or coordination within **DepEd** and the **HARPD**I.

Section 4 Rights and Obligations of the HARPD

The **HARPD**I shall:

- a.) Plan and construct the twelve (12) classroom school building with 7x9 meter size and the infrastructure shall be built in accordance with the specifications provided for by **Physical Facilities and Schools' Engineering Division (PFSED)** of **DepEd**, the same with the design, the building plans and architect's perspectives and the repair of the twelve (12) partially damaged classrooms including the Principal's office;
- b.) Create partnerships with other adopting entities which could provide funds for the completion of one schoolbuilding project, provided, that a corresponding Memorandum of Agreement shall be entered into between **DepEd** and the adopting entity, defining the terms and conditions of the intervention and the cost of donation;
- c.) Engage the services of licensed architects and engineers to prepare the plans, designs, specifications and construction drawings for the school building and contract out the construction of the school building to duly licensed contractors;
- d.) Administer the efficient and effective implementation of the construction within the agreed period, and cause contractors to comply with and adhere to basic safety practices in and during construction;

- e.) Coordinate closely with **DepEd** in the implementation of the project;
- f.) Pay the actual cost of the construction, contractors, suppliers and consultants of the four classrooms including the computer laboratory by the **HARPD** through the funds given by **COCOLIFE** and the other partnering organizations;
- g.) Submit all pertinent documents in support to the amount specified/ claimed for tax incentive application of **COCOLIFE**; and
- h.) Render periodic report/assessment of the projects being implemented to **DepEd** as deemed necessary, or make available to **DepEd** periodic reports on the physical and financial accomplishments, evaluation reports/studies, databases, and other reports or documents relevant to the project.

Section 5 Scope of the Project

The project beneficiary shall be the San Jose Elementary School in Ormoc City.

Section 6 Project Cost

The estimated total construction cost of the twelve (12) classroom school building and repair of the twelve (12) partially damaged classrooms including the Principal's office with toilet and provision of classroom equipment is **ELEVEN MILLION PESOS (Php 11,000,000.00)**. Out the estimated project cost, **COCOLIFE** will contribute **THREE MILLION PESOS (Php 3,000,000.00)** only.

Section 7 Term

The project shall commence on March 2014 and following a timetable which will cause the completion of construction before March 2015. The construction period may be extended as exigency requires upon agreement between **DepEd** and the **HARPD**.

Section 8 Capacity and Authorization. The parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement.

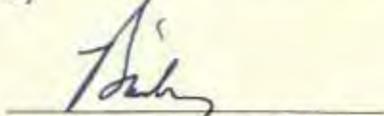
Section 9 Separability Clause. Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

Section 10 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 the date and at the place first above written.

DEPARTMENT OF EDUCATION

By



BR. ARMIN A. LUISTRO FSC
Secretary

UNITED COCONUT PLANTERS LIFE ASSURANCE CORP. (COCOLIFE)

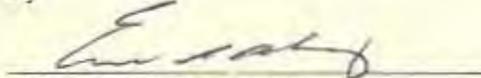
By



ATTY. ALFREDO C. TUMACDER, JR.
President

HELP & ASSISTANCE FOR ROTARY PHILIPPINE DISTRICTS, INC.

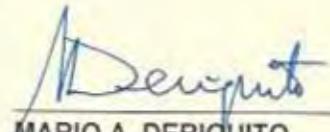
By

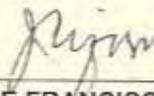


EDUARDO R. ALVAREZ
President




SIGNED IN THE PRESENCE OF:


MARIO A. DERIQUITO
Undersecretary
Partnerships & External Linkages


JOSE FRANCISCO Q. CIFRA
Treasurer
Help & Assistance for Rotary
Philippine Districts, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MANILA) ss.

BEFORE ME this 03 MAR 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
ATTY. ALFREDO C. TUMACDER, JR	Passport No. EB3813006	07 Oct. 2011/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 corporations herein they represented. This Memorandum of Agreement consists of pages including this page in which this acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

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

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Book No. XIX
Series of 2014

NOTARY PUBLIC
ATTY AGUSTINO CABREDO
Notary Public - Manila
Notarial Commission No. 2013-108
Valid December 31, 2015
Rm. 408, First United Bldg. Co.,
Escollta, Manila
Roll No. 26047
PTR No. 240245 / 1-2-14 / Manila
IBP Life Member 05097
MCLE No. IV 0000622