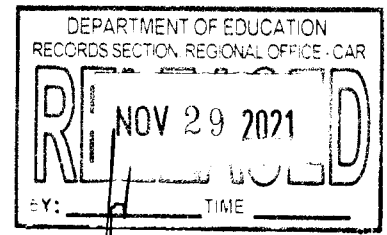




Republic of the Philippines
Department of Education
Cordillera Administrative Region



October 28, 2021

REGIONAL MEMORANDUM

No. 582 : 2021

REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGES

TO: OIC-Assistant Regional Director
Schools Division Superintendents
Division ASP/BE/Partnerships Focal Persons
Elementary and Secondary School Heads
All Other Concerned

1. The Department of Education-Cordillera Administrative Region issues the **Regional Guidelines on Partnerships and Linkages** for implementation.
2. The enclosed guidelines shall be for the guidance of all public elementary and secondary schools, ALS learning centers, SPED centers, districts, Schools Division Offices and the Regional Office as they establish partnership with external stakeholders.
3. These guidelines shall take effect 15 days after its publication in the DepEd-CAR website.
4. Immediate dissemination of and strict compliance with this Memorandum is directed.


ESTELA LEON-CARIÑO EdD, CESO III
Director IV / Regional Director






Republic of the Philippines
Department of Education
Cordillera Administrative Region

October 28, 2021

CERTIFICATION

This is to certify that the undersigned reviewed the attached **REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGES** to ensure that suggestions of the Regional Policy Review Committee (RPRC) have been incorporated.


EDGAR H. MADLAING
CES, ESSD


APPROVAL SHEET

This policy on the **REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGES** is submitted for review and approval.

Submitted by:


MAYCLAIRE A. JIMENEZ
Project Development Officer IV/Proponent

Reviewed by the Regional Policy Review Committee (RPRC) members:


EDGAR H. MADLAING
CES, ESSD/Member


SASHA JOSEPH P. DAGANOS
OIC, HRDL/Member


JENNIFER P. ANDE
CES/OIC, NEAP-R/Member



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ISO 9001:2015 Certified
Quality Management System
DE-50500784 QM15



Republic of the Philippines
Department of Education
Cordillera Administrative Region



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OIC-Assistant Regional Director
Chairperson

APPROVED:


ESTELA LEON-CARIÑO EDD, CESO III
Director IV/Regional Director



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CONTEXTUALIZED GUIDELINES ON PARTNERSHIPS AND LINKAGES

I. RATIONALE

The Department of Education (DepEd)-CAR continues to uphold its mandate as specified in Republic Act No. 9155 s. 2001 which is to ensure that educational policy frameworks in the region reflects the values, needs and expectations of the communities being served. Specifically, section 5 of this act, emphasizes the “Principle of Shared Governance which recognizes that every unit in the education bureaucracy has a particular role, task and responsibility inherent in the office and for which it is principally accountable for outcomes.” It is in this light that the Education Support Services Division (ESSD) of DepEd-CAR was established to assist the Schools Divisions through timely mobilization and equitable distribution of resources, technical assistance and building of strong partnerships with stakeholders for increased support and resources for the effective and efficient implementation of sustainable special programs, projects and services. These acts ultimately aim to provide learners with a conducive learning environment thereby strengthening the delivery of quality basic education in the region.

The Regional Office recognizes partners and stakeholders, including potential partners who extend help and invest, thus addressing the various needs in education such as school facilities and information and technology support packages, infrastructure or non-infrastructure, learners’ and teachers’ support packages under the Adopt-a-School Program, Brigada Eskwela, or other activities or programs whether in the Regional, Division, or School levels.

DepEd Order No. 40, s. 2015 on the Guidelines on K to 12 Partnerships sets the general guidelines designed to help personnel from the Central Office, Regional, Schools Division, and public elementary and secondary schools in undertaking the steps of Partnership-Building Activities. It states that the primary goal of partnership-building is to improve the capability of DepEd and public schools to implement the K to 12 programs.

All provisions of DO 40, s. 2015 are to be complied with in establishing partnerships. These regional guidelines will provide direction in the context of DepED-CAR and will specify roles of each governance levels in ensuring smooth partnership endeavors. Furthermore, partnership mechanisms not specified in DO 40, s. 2015 are provided clarification in this guideline.

Involving external partners then contributes to the joint responsibility in bridging the gaps by way of shared expertise, knowledge and experience with the Regional Office, Schools Division Offices, and schools.

Therefore, a contextualized Partnership Guidelines has been crafted to align with other DepEd related issuances which shall define the guideline for DepEd-CAR in identifying, establishing, engaging, and sustaining works with stakeholders and partners with respect to its programs, projects, and activities.

Ultimately, this contextualized Partnership Guidelines shall give life to the DepEd mission of protecting and promoting the right of every Filipino to quality, equitable, culture-based, and complete basic education. The family, community and other stakeholders are expected to actively engage in a shared responsibility of developing lifelong learners in the Cordillera context relevant to its culture, customs and traditions and trust parties in the region.

II. SCOPE

The guidelines enclosed shall be for the guidance of all public elementary and secondary schools, ALS learning centers, SPED centers, districts, Schools Division Offices and the Regional Office as they establish partnership with external stakeholders.

All partnership endeavors shall target DepEd's goal of improving learning outcomes; hence focus on curriculum implementation and learning delivery and other partnership mechanisms that support learners.

III. DEFINITION OF TERMS

- a. *Adopt-a-School Program*** shall refer to a program which allows private entities to assist a public school in a particular aspect of its education program within an agreed period. (DO 7, s. 2018)
- b. *Customer /Client*** shall refer to all the direct beneficiaries of each of the processes involved.
- c. *Donation*** is anything of value that is given for free which may be in the form of, but not limited to, a parcel of land, infrastructure such

- as buildings, classrooms and the like, machines, equipment, materials, tools, training, consultancy, logistics and other technology support, following Department of Education's rules and regulations in receiving such donations as stipulated in Republic Act No. 8525 or the Adopt-A-School Act of 1998, its implementing Rules and Regulations (IRR) and processes.
- d. *Local Stakeholders Convergence (LSC)*** refers to convergence activities among stakeholders which helps schools to network and learn from other stakeholders in terms of establishing partnerships, program implementation, and other practices. (DO 7, s. 2018)
 - e. *Memorandum of Agreement (MOA)*** is a legally binding document which spells out the specific terms and conditions between and among parties entering into a partnership to implement a program, project, or any other similar understanding. It can be entered into at the central, regional, division, school level. The scope and limitations of the MOA shall not be contrary to law, culture, customs, and morals.
 - f. *Memorandum of Understanding (MOU)*** is a document between and among parties stating the general policies and guidelines for possible partnerships which will serve as basis for the subsequent formulation of a MOA. It can be entered into with partners at the central, region, or schools' division levels of DepEd.
 - g. *Partners*** are individuals or organizations that enter into agreement with any of the DepEd offices and/or schools to enable DepEd to strengthen its capability to offer the K to 12 Program. The partners may be, but are not limited to, Local Government Units (LGUs), National Government Agencies (NGAs), Private Institutions, Companies, Cooperatives, Socio-Civic Organizations (NGOs/CSOs), Faith-based Organizations, Academe, Technical-Vocational Institutions (TVIs) and TESDA Training Institutions (TTIs), Other Training Institutions, Professional Organizations, Entrepreneurs, and Private Individuals who are willing to lend support to DepEd and its schools for the advancement of learning of the pupils/students.
 - h. *Partnership*** refers to the linkage or relationship established by DepEd Central Office or its Regional, Schools Division Offices and schools with other organizations to implement a work immersion

program, teacher training, use of facilities and donations aligned with the K to 12 curriculum that will benefit DepEd Programs. Such partnerships may be formalized through a Memorandum of Agreement or a Memorandum of Understanding.

- i. *Partnership Proposal*** is an intervention to provide additional resources from partners to enrich the education experience.

- j. *Stakeholders*** shall refer to all those who have stakes in education. These include everyone within the Department of Education, as part of the internal stakeholders, and all those other sectors, organizations, and agencies, which are considered part of the external stakeholders. It shall refer to Individuals or organizations that enter into agreement with DepEd CAR or any of its Divisions or schools to enable DepEd to strengthen its capability to deliver basic education. The stakeholder may be, but are not limited to, local government units (LGUs), national government agencies (NGAs), private institutions, like private companies, cooperatives, socio-civic organizations, non-government or civil society organizations (NGOs/CSOs), faith-based organizations, higher education institutions (HEIs), technical vocational training institutions (TVTVIs), both technical-vocational institutions (TVIs), and technical education and skills development authority (TESDA), training institutions (Tis), other training institutions, professional organizations, entrepreneurs, and private individuals who are willing to lend support to DepEd and its schools for the advancement of learning of students. (DO 7, s. 2018)

IV. POLICY STATEMENT

This policy will be referred to as the Contextualized Guidelines on Partnerships and Linkages which shall serve as the framework for program implementations especially those that will address/or cater to the issues and concerns that relate to the importance of partnership building and linkages in the delivery of quality basic education.

V. PROCEDURES

- a. Profiling and Assessing DepEd's Potential Partners based on resource gaps and critical needs using the tools for establishing potential partner qualification checklist. (Enclosure 3)

Determining the Type of partnership as follows:

- i. *Contract of Service.* The school and partner organization enter into an agreement where the partnering organization provides the necessary services for the school for remuneration.

The partnership agreement needed is contract of service contract to serve as the basis for payments of service fee, subject to rules and regulations on procurement and fund utilization.

- ii. *Direct funding.* The partner organization provides the funding to the school so that the latter may design, implement, monitor and evaluate their own project. The schools are the ones accountable to the funding agency for the success or not of their project. Partnership agreement needed shall be Memorandum of Agreement.

- iii. *Joint venture or MOA.* The schools partner with one or more organizations in the designing, implementation and evaluation of a project. The resources are pooled for the participating organizations. The roles of each are stipulated in the Joint Venture Agreement.

- iv. *Deed of Donation:*

(1) *Infrastructure and real property.* An agreement between the school and the partner where the latter transfers real property or constructs a school building or school-related facility to the former. The partnership agreement needed shall be the usufruct agreement, memorandum of agreement, can be in the form of Usufruct Agreement or Deed of donations with acceptance. For school sites donations special power of Atty from the Secretary of Education authorizing the SDS or RD is required.

(2) *In-kind donation.* An individual, family or organization donates materials, equipment or in kind that will for the learners, teachers or for instructional purposes as it is within the prescribed thru Deed of Donation with Acceptance shall be the partnership agreement needed.

1. *Grant.* The partner provides scholarship grants to a deserving student or to a deserving teaching and non-teaching personnel who wish to advance his/ her degree. This could also be an attendance to a local or international seminar, conference, or training. Partnership agreement needed is a MOA or MOU.
2. *Technical assistance.* The school or partner provides each other technical support based on the needs and capability or expertise. An example of this is the partner who can provide technical-legal support or advise to a school or the school that can provide its partners a resource person with a training workshop for its employees or vice versa. Partnership agreement needed is MOA or MOU.

Assessment of Resource gaps shall be through:

1. Assessment of SIP by the SDO and identifying the challenges in the accomplishment of its projects and activities and faced by the school and their learners.

2. Facilitate an internal consultative workshop in order to articulate the needs, challenges, limitations, strengths, and future direction of the school before conducting stakeholders' convergence.

B. Engagement-Actual meetings with potential partners include setting appointments. Discussions on the critical needs and potential partners' offers, agreements and ways forward among others highlight of the actual meeting.

C. Building, Sustaining, and Recognizing Partnership Supports

The following procedures, mechanisms, strategies shall be implemented in building, sustaining, and recognizing partnerships:

1. Building Partnerships
 - a. Assessment of gaps through the use of forms or templates provided for in DO 40, s. 2015, to check education-related needs that may need support through partnerships.
 - b. Looking for partners shall be based on the results of the gap assessment.

- c. Examination of the profile and proposal of the external partner and ensure that the goal is geared towards the good of learners for the over-all improvement of education outcomes.
- d. Forging of applicable partnership agreement is needed to formally seal the partnership.
- e. Documentation like photos videos, recordings and narrative reports shall be required to keep track of the partnership journey and to provide reference for future reports and proof of partnership supports.

2. Recognizing Partnerships

To recognize established partnerships across governance levels, through the following:

- a. Give merit to the support of partners through tokens of appreciation and certificates of recognition
- b. Conduct stakeholders' convergences to showcase the accomplishments of the partnership.
- c. Memorialize the journey and best practices thru journals articles, and other similar publication and different media.

3. Sustaining Partnerships

To be able to sustain established partnerships across governance levels, the following strategies can be adopted:

- a. Monitor the extent of partnership supports
- b. Evaluate the effect of partnership supports on the improvement of learning outcomes
- c. Constant Feedbacking and open communication with the partners to ensure participatory and consultative planning, implementation and decision making.

D. Institutionalizing Partnership Mechanisms within the Regional Office.

1. The following shall provide guidance to the Regional Office Functional Divisions in establishing partnerships:

- a. Partnership, as a Key Result Area, is under the Education Services Support Division. Hence, they shall oversee all partnership efforts done at the regional level and provide guidance to the RO Functional Divisions in implementing partnership endeavors.
- b. ESSD shall facilitate the execution of the applicable partnership agreement such as MOA or MOU Deed of Donations and the like.
- c. Partnership agreements between done at the Regional level with external partners shall encompass the whole DepED-CAR, which includes the 8 Schools Division Offices, public elementary and secondary schools and learning centers, especially if it is with the same external partner. This implies that divisions and schools need not forge separate, except in cases where the school or division forges partnership for special programs, projects, activities based on their context.
- d. RO Functional Divisions that have their own partners must coordinate with the ESSD, not only to inform them of the partnership, but also to request guidance in formally forging, sustaining, and recognizing the established partnership.

E. Roles Per Governance Level

1. The Regional Office, through the ESSD, shall oversee all partnership endeavors being undertaken at the Regional Office, Division, Districts, and Schools.
2. The Division Office, through the Schools Governance and Operations Division, shall monitor the implementation of this guideline within their jurisdiction.
3. Schools shall include plans for partnership with external stakeholders in their School Improvement and Annual Implementation Plans. Funds relative to partnership activities or initiatives shall be charged against the school funds for Maintenance, Operating, and Other Expenses (MOOE).

3. Resources generated out of partnerships agreements shall be recorded and shall be included in the school trust fund to be used for education-related purposes or specific projects, plans, activities stipulated in the SIP and AIP.

VI. MONITORING AND EVALUATION

Adherence to these guidelines shall be monitored by the Regional Office through the Education Support Services Division. Feedback from monitoring shall be evaluated by the ESSD and results shall be reported to the Regional Executive Committee. SDO partnerships shall be reported during the Quarterly Monitoring, Evaluation, and Assessment conferences facilitated by the Quality Assurance Division.

Actual implementation will adhere to the formal agreement between the parties. The execution of the partnership agreement will be monitored through the use of the enhanced DepEd Partnership Database System to ensure compliance by the parties in the implementation of the agreement. Periodic monitoring and evaluation will also be done by the ESSD.

VII. REFERENCES

DepEd Order No. 7, s. 2018 on *Guidelines on the Utilization of Program Support Funds for Partnership Building and Linkages*.

DepEd Order 16, s. 2017 on *Research Management Guidelines*.

DepEd Order No. 24, s. 2016 on *Guidelines on Accepting Donations for the Availment of Tax Incentives by Private Donor – Partners Supporting the K to 12 Program*.

DepEd Order No. 40, s. 2015 on *Guidelines on K to 12 Partnership*.

DepEd Order No. 2, s. 2013 on *Revised Implementing Rules and Regulations of RA 8525 Otherwise known as the Adopt-a School Act of 1998*.

DepEd Order NO. 40, s. 2012 on *Child Protection Policy (Policy and Guidelines on Protecting Children in School from Abuse, Violence, Exploitation, Discrimination, Bullying and other Forms of Abuse.*

DepEd Order No. 55, s. 2013 on *Implementing Rules and Regulations of RA 10627 otherwise known as the Anti-Bullying Act of 2013.*

DepEd Order No.6, s. 2012 on *Guidelines on the Adoption and Implementation of Public Health Policies on Tobacco Control and Protection against Tobacco Industry Interference (which expressly prohibits all forms and manner of cooperation or partnership with tobacco industry in all areas of the country).*

DepEd Order No. 80, s. 2012 on *Strengthening the Integration of Breastfeeding in the Curriculum, Setting up and Sustaining the Operation of Lactation Stations in Compliance with Executive Order No. 51.*

DepEd Order No. 39, s. 2009 on *the commercialization of schools also expressly prohibits the appearance any form of institutional endorsement by the DepEd for any commercial product or service within school premises in exchange for any school-industry partnership.*

Republic Act No. 7877 on *Act Declaring Sexual Harassment Unlawful in the Employment, Education or Training Environment, and for other Purposes.*

Republic Act No. 9155 on *Act Instituting a Framework of Governance for Basic Education, Establishing Authority and Accountability, Renaming the Department of Education, Culture and Sports as the Department of Education, and for Other Purposes.*

Republic Act No. 8525 on *Adopt-A-School Act of 1998 and related DepEd Issuances for corporate donations.*

Revenue Regulations No. 10-2003 on *Implementing the Tax Incentives Provision of RA 8525 Otherwise known as the Adopt-a School Act of 1998.*

Revenue Memorandum Circular NO. 86-2014 on *Clarifying the Valuation of Contributions or Gifts Actually Paid or Made in Computing Taxable Income.*

CSC-DOH Joint Memorandum Circular No. 2010-01 on *Protection of the Bureaucracy Against Tobacco Industry Interference.*

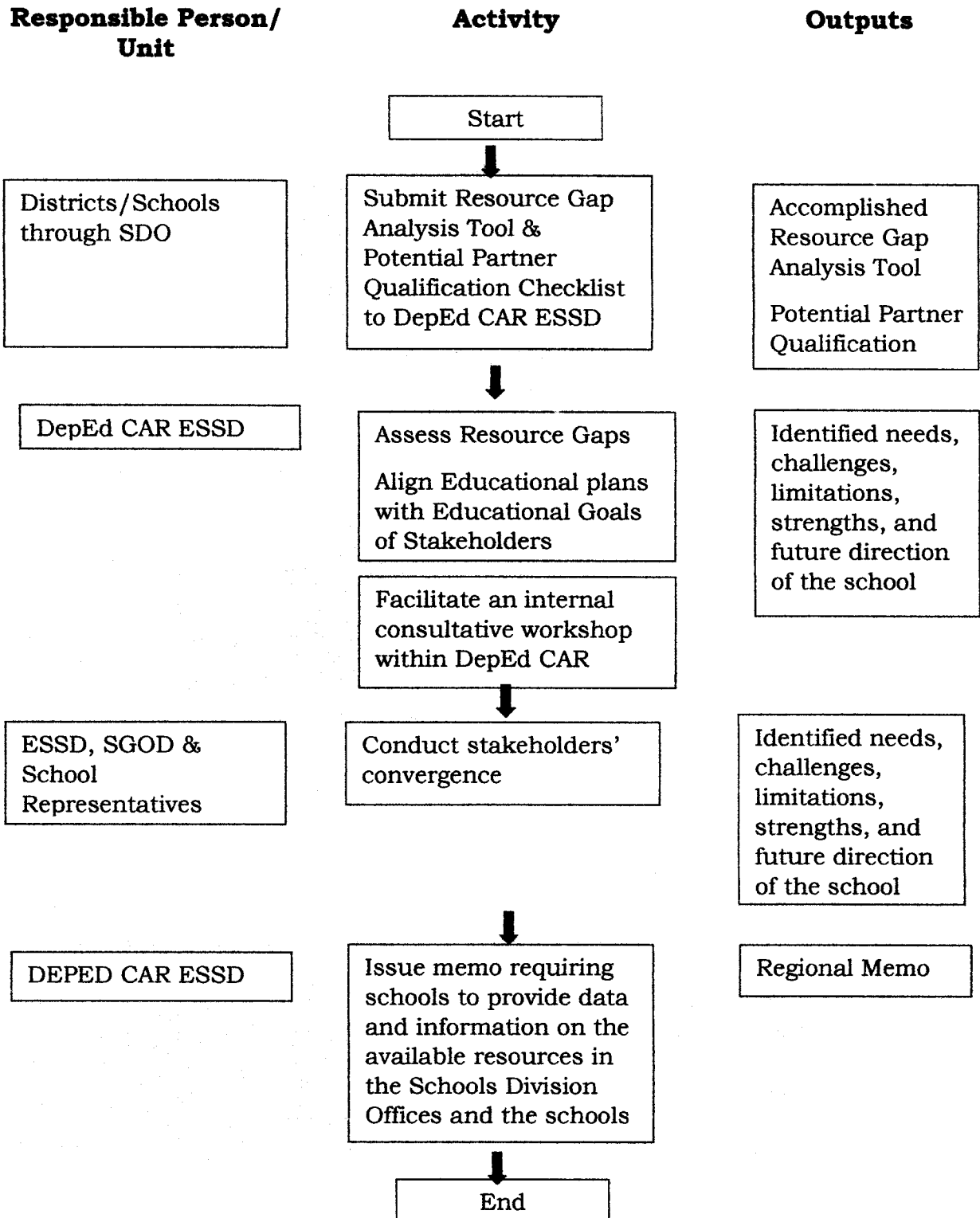
Labor Code of the Philippines on *Relevant labor laws and issuances especially in the fields of internships, apprenticeship, on-the-job training, and others*

Article 218 and 219 of the Family Code on *The special parental authority and responsibility of schools, administrators, and teachers.*

VIII. EFFECTIVITY/ TRANSITORY PROVISIONS

This guideline shall take effect immediately upon approval and upon publication in the DepEd-CAR website.

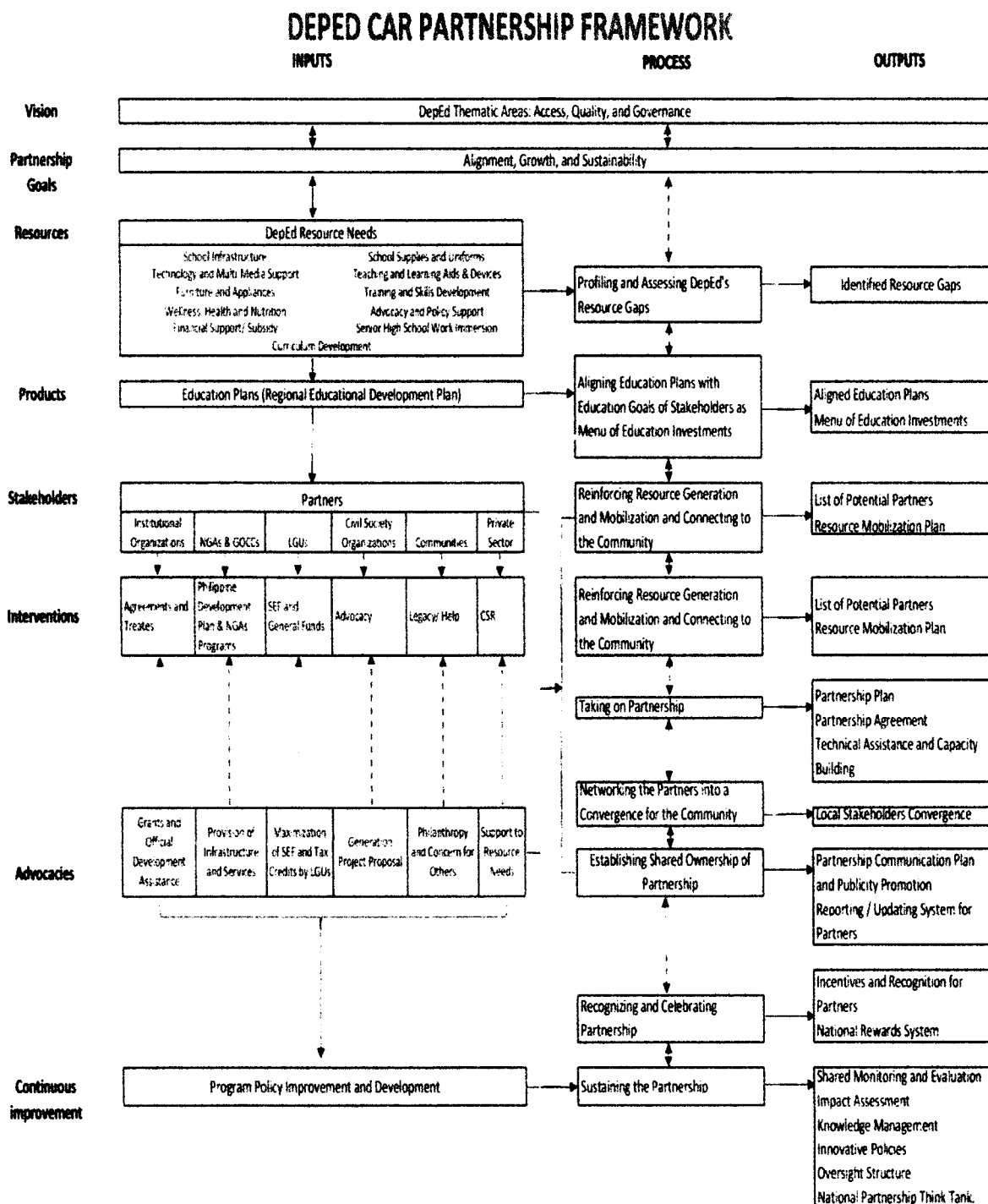
Partnership Flow



582.2021

(Enclosure 2 to RM No. ___ s. 2021)

Partnership Framework





Republic of the Philippines
Department of Education
 Cordillera Administrative Region

POTENTIAL PARTNER QUALIFICATION CHECKLIST

PROFILE

Name of Organization: _____
 Name of Head/President/Owner: _____
 Office Address: _____
 Contact Number: _____ Email Address: _____
 Contact Person: _____ Designation: _____

Type of Partner Organization: Private Government Civil Society Organization
 International Organization Others _____

Year Established: _____ SEC/CDA Registration No.: _____
 Other Certifications: _____ Copy of SEC/CDA Certification Yes No

PROPOSED PARTNERSHIP

Proposed Project/s: _____
 Type of Intervention: _____
 Areas to be covered: _____
 Total Amount (Php): _____ To avail Tax Incentives/Duty Free: Yes No

Review/Clearances: Legal BLD EFD PMS
 BCD BEA NEAP PAS
 BLR BLSS ICTS Others _____

Project/s Similar with Other Organizations _____

PROPOSED PARTNERSHIP

Proposed Project/s: _____
 Type of Intervention: _____
 Areas to be covered: _____
 Total Amount (Php): _____ To avail Tax Incentives/Duty Free: Yes No

Review/Clearances: Legal BLD EFD PMS
 BCD BEA NEAP PAS
 BLR BLSS ICTS Others _____

Project/s Similar with Other Organizations _____

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made and entered into this _____ at _____.

The _____ an agency of the government, with office address at _____, represented its _____, _____, herein referred to as _____.

-and-

The **DEPARTMENT OF EDUCATION, CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR)** with office address at Wangal, La Trinidad, Benguet, represented by its Regional Director, **ESTELA L. CARINO**, herein referred to as **DEP-ED CAR**.

For the Region

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code (EO 292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of Basic Education Act of 2001), represented herein by the Regional Director of the DepEd-CAR, (name of official), with office address at (address of the office).

For the Schools Division Office

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code (EO 292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of Basic Education Act of 2001), represented herein by the Schools Division Superintendent of the DepEd Division Office of (name of office), (name of official), with office address at (address of the office).

For the School

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code

(EO 292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of Basic Education Act of 2001), represented herein by the Principal/ School Head of (name of school), (name of official), with office address at (address of the school).

WITNESSETH

WHEREAS, _____ is a government agency _____
WHEREAS, _____,

WHEREAS, the DepEd _____

WHEREAS, DepEd _____

WHEREAS, the general objective of _____

WHEREAS, _____ also aims to _____.

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

1. Description of the Project

The _____

This partnership shall aim to provide the following vital aspects of the program to wit;

- a.
- b.
- c.

2. Obligations of _____

- a.
- b.

3. Obligations of DepEd

- a.
- b.
- c.
- d.
- e.

4. Scope of the Program

5. Effectivity and Duration

This Memorandum of Understanding shall take effect immediately upon signing by both parties and shall become effective

6. Capacity and Authorization

The parties herein warrant that they have the capacity, power, and requisite authorization to enter this Agreement/ Understanding. IN WITNESS WHEREOF, the parties have signed their names on _____ at _____.

DEPARTMENT OF EDUCATION

ESTELA L. CARIÑO EdD, CESO

III

Regional Director

WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BENGUET) S.S.

BEFORE ME, a Notary Public for and in the _____, on _____ personally appeared the above-named parties and their instrumental witnesses, known to me to be the same persons who executed this MEMORANDUM OF UNDERSTANDING, consisting of _____ pages, including the page on which this acknowledgement is written, signed by them on every page, and they acknowledged to me the same is their voluntary act and deed and of the office they represent.

WITNESS MY HAND AND SEAL.

Doc. No.____;
Page No.____;
Book No.____;
Series of 2021.

MEMORANDUM OF AGREEMENT

I. GENERAL PROVISIONS

1. The _____
2. The DepEd-CAR _____
3. For this purpose, _____
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____

II. ROLES AND RESPONSIBILITIES

A. The DEPED-CAR:

- 1) _____
- 2) _____
- 3) _____

B. The _____

- 1) _____
- 2) _____
- 3) _____

C. The _____

- 1) _____
- 2) _____
- 3) _____

D. _____ shall:

- 1) _____
- 2) In case
- 3) _____

E. The _____ shall:

- 1) _____

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____ at _____.

For _____:

For the DepEd-CAR:

III

ESTELA LEON-CARINO, Ed.D.,CESO

Regional Director

I.D. No. _____

I.D. No. _____

WITNESSES:

ACKNOWLEDGMENT

Republic of the Philippines)

La Trinidad, Benguet) Sc.

BEFORE ME a Notary Public for and in the Province of Benguet this ____ day of _____, 2021 personally appeared _____ **DR. ESTELA LEON CARINO, , CESO III**, known to me to be the same persons who executed the foregoing instrument. Their competent Evidence of Identity were exhibited to me.

This Memorandum of Agreement with simultaneous deed of usufruct consisting of _____ (____) pages including the page where this acknowledgment has been written has been signed by the aforesaid parties and his/her instrumental witnesses.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. ;

Page No. ;

Book No. ;

Series of_____.

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this ___ day of _____ at _____, Philippines, by and between:

The **CITY SCHOOLS DIVISION OF** _____ under 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 _____, represented by its **Schools Division Superintendent**, _____, herein referred to as "**DEPED**";

-and-

_____, a corporation/ organization duly organized and existing under the laws of the Republic of the Philippines, or an individual, with office address at _____, represented in this transaction by its Business Development Officer, _____, hereinafter referred to as the "**PARTNER**";

WITNESSETH: That

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 has the responsibility of securing resources to make our public schools competitive and is now calling on the private sector to serve as a major partner in the nation's development and in the improvement of the public education system;

WHEREAS, DepEd believes that one way of achieving an enhanced learning environment and addressing the shortage of resources in public schools is through the provision of _____ (description of intervention);

WHEREAS, the PROPONENT is a business enterprise/organization/an individual engaged in _____; and _____

WHEREAS, _____ has responded to the call of DepEd for private sector participation in public education by developing a project entitled _____ which would _____ (cite its purpose) and which is aligned with the goals of DepEd's K to 12 Basic Education Program.

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 _____ (title) consists of the provision of _____, to _____ (cite the purpose of the intervention or its benefit to the schools/students/teachers)

Section 2 Rights and Obligations of the Concerned Parties

2.1 DepEd shall:

- 2.1.1 Provide policy guidance and directions to ensure the proper implementation and completion of the project;
- 2.1.2 Coordinate with the adopting entities in the implementation of the project's activities;
- 2.1.3 Assist in the implementation and in monitoring the progress of the project by ensuring the cooperation of the beneficiary schools and the division/regional offices;
- 2.1.4 Execute a Deed of Acceptance as a way of recognizing and acknowledging the support or donation received from the adopting entities;
- 2.1.5 Review, facilitate or endorse the application of the adopting private entity for tax incentive or tax exemption entitlement to the corresponding Revenue District Office;
- 2.1.6 Provide proper management, maintenance, and care for the support/intervention received by the beneficiary school/s, through the School Head/s or Principals, in close coordination with the adopting entity;
- 2.1.7 Ensure proper booking-up of donations through coordination with the school's property custodian or division's supply officer

2.2 The "Proponent" shall:

- 2.2.1 *(on causing the planning & preparation and other obligations to be done about the project)*

READ MORE: <https://www.teacherph.com/depd-adopt-a-school-program-asp-toolkit>

2.2.2 (on administering the efficient and effective implementation & adhering to basic safety practices or legalities of the project)

2.2.3 (on stating that the expenses arising from the project will be paid out by the agreed party or person)

2.2.4 Execute a Deed of Donation in favor of DepED for the completed project;

2.2.5 Render periodic report/ assessment of the projects being implemented to DepEd as deemed necessary;

2.2.6 Submit to the Adopt-a-School Program Secretariat all pertinent documents in support to the amount specified/claimed for tax incentive application, with the submission date not later than March 5 of the taxable year.

Section 3 Scope of the Project Beneficiaries

The project beneficiary /ies shall be _____

(list the name/s of the school beneficiary/ries and their corresponding complete address/es.)

Section 4 Project Cost

The estimated cost of the project covering the entire term is

_____.

Breakdown of the cost:

Details	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	TOTAL

Section 5 Project Effectivity

This Memorandum of Agreement shall take effect upon its signing and shall remain in full force and effect during the entire project duration which will be from _____ (state the start and end of the project)

READ MORE: <https://www.teacherph.com/dep-ed-adopt-a-school-program-asp-toolkit>

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

Section 7 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 8 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 9 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.

DEPARTMENT OF EDUCATION

By

ADOPTING /PARTNERING ENTITY

By

President/ Head

SIGNED IN THE PRESENCE OF:
