



Republic of the Philippines
Department of Education

28 SEP 2016

DepEd MEMORANDUM
No. **153**, s. 2016

**IMPLEMENTING GUIDELINES ON THE CONDUCT OF ELEMENTARY
BASEBALL AT THE *PALARONG PAMBANSA***

To: Undersecretaries
Assistant Secretaries
Bureau and Service Directors
Regional Secretary, ARMM
Regional Directors
Schools Division Superintendents
Public Elementary School Heads
All Others Concerned

1. A Memorandum of Agreement (MOA) was entered into by and between the Department of Education (DepEd) and Little League Baseball Philippines (LLP), copy enclosed, for the promotion of Little League Baseball Program (LLBP) at the elementary level.
2. The objectives of this Agreement are to:
 - a. create a partnership of mutual cooperation and support for the conduct of the elementary baseball program adopting the Little League Intermediate Baseball Division; and
 - b. provide greater participation of pupil athletes baseball players into the LLBP.
3. The roles and responsibilities of the LLP (Baseball) are the following:
 - a. Assist in the registration with Little League International (LLI) of all DepEd players who participate in the school, region and national (*Palaro*) tournaments of DepEd;
 - b. Provide coaches with rulebooks, training materials and resources of LLI in order to conduct a solid development program and an efficient and safe tournament. Little League Philippines (LLP) shall be solely responsible for the reproduction and distribution of the rulebooks and training materials to coaches and officiating officials;
 - c. Provide specifics of the Intermediate or 50/70 program for elementary (under 13) pupils. This means a 50-foot pitching distance and a 70-foot basepath;
 - d. Provide training for DepEd Technical Officials who will be in charge of the Tournament but will also be recognized as Little League Umpires;
 - e. Provide an opportunity for the champion of the Elementary *Palarong Pambansa* to represent the Philippines in the Asia-Pacific Regional Baseball Championship (at the athlete's expense). If they win this tournament, they will be sent to compete in the World Series in California, United States of America at the expense of LLI; and
 - f. Coordinate with the other baseball organizations and the National Sports Association with regard to this Program.

4. The DepEd shall be responsible for the following:
 - a. Appoint representatives to the *Palaro* Baseball Technical Committee who shall cooperate with the Little League Baseball officials regarding the conduct of nationwide tournaments;
 - b. Assist in the dissemination of information to all regional sports coordinators regarding the rules of the game;
 - c. Assist the winners of the Elementary *Palarong Pambansa* champion, baseball division, in travel arrangements and school clearances for their participation in the Asia-Pacific Regional Baseball Championship and the World Series;
 - d. Assist LLP in coordinating with concerned National Sports Associations as far as the technical management of the games is concerned; and
 - e. Oversee the conduct of technical officials' training, seminars and technical management of the tournament.
5. The Bureau of Learner Support Services (BLSS), through the School Sports Division (SSD), shall be the Lead Office in providing technical and administrative assistance in the fulfillment of the terms and conditions of this Agreement. In addition, it shall issue necessary memorandum to further accomplish the program.
6. Regional directors, ARMM regional secretary, and schools division superintendents, regional school sports officers, division sports supervisors, school principals, and sports coordinators are tasked to assist and cooperate in the implementation of the Little League Elementary Baseball Program in accordance with the existing guidelines and the DepEd's Calendar of School Activities.
7. Relative to Items 3.b and 4.e of this Memorandum, whereby there shall be a regional or schools division training seminar/workshop for coaches, or for tournament of officiating officials, it would be incumbent on the concerned DepEd regional office or the schools division office to issue the corresponding Memorandum for the said event. It shall also submit an official report of the event including the directory of participants with basic personal information to the BLSS-SSD for proper documentation.
8. The budget to cover expenses in the conduct of the training seminar/workshop shall be sourced from local funds.
9. Make-up classes shall be held for those participating pupil-athletes in the event classes are missed.
10. For more information, all concerned may contact **Mr. Cesar S. Abalon**, Chief Education Specialist, Bureau of Learner Support Services-School Sports Division (BLSS-SSD), 3rd Floor, Mabini Bldg., Department of Education (DepEd) Central Office, DepEd Complex, Meralco Avenue, Pasig City at telephone no. (02) 632-0260, mobile phone nos. 0927-534-3908; 0999-726-2418 or through email addresses at cesar.abalon@deped.gov.ph; schoolsports_sseau@yahoo.com.
11. Immediate dissemination of this Memorandum is desired.


LEONOR MAGTOLIS BRIONES
Secretary

Encl.:

As stated

Reference: N o n e

To be indicated in the Perpetual Index
under the following subjects:

ATHLETES

OFFICIALS

SCHOOLS

SPORTS

STRAND: Governance and Operations

STUDENTS

Nette / Implementing Guidelines on the MOA between DepEd - LLP
0587-Aug 23/25/31, 2016

MEMORANDUM OF AGREEMENT
on the Conduct of Elementary Baseball
at the *Palarong Pambansa*

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) made and entered into this ___th day of _____ 2016, by and between:

LITTLE LEAGUE BASEBALL PHILIPPINES, a non-stock and non-profit corporation duly organized and existing under Philippine Laws, with business address at Rizal Memorial Baseball Stadium, Manila, Philippines, herein represented by its **DISTRICT ADMINISTRATOR ATTY. JOSE LUIS GOMEZ**, and hereinafter referred to as "**LLP**";

and

DEPARTMENT OF EDUCATION, a government agency with principal address at DepEd Complex, Meralco Ave., Pasig City, represented herein by its **SECRETARY BR. ARMIN A. LUISTRO FSC** hereinafter referred to as the "**DepEd**."

The above-named parties shall be referred to collectively as the "Parties" and individually as the "Party".

WHEREAS, DepEd is the government agency that is responsible for the development of elementary and high school sports program which is covered by the *Palarong Pambansa* Law.

WHEREAS, one of the sports included in the *Palarong Pambansa* program is baseball with tournaments for both the Elementary and High School divisions.

WHEREAS, LLP is the duly authorized representative of Little League Baseball International, based in Williamsport, PA, USA, in the Philippines, and is considered as one of the largest youth sports organizations in the world, with a membership of over two (2) million players;

WHEREAS, the Little League program is a volunteer community-based program that is conducted worldwide with the residence of the players of each team determined by geographical residential boundaries known as Charters;

WHEREAS, in recent years the rules of Little League International has allowed schools to register as Charters despite the non-residence of some students of the school;



WHEREAS, LLP has offered to partner with the DepEd in one of its development programs for 13 and under baseball players.

WHEREAS, DepEd has accepted the above-mentioned offer of LLP, subject to the terms and conditions under this Agreement;

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

SCOPE AND PURPOSE

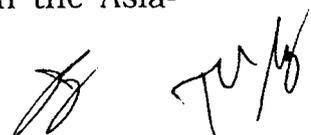
This Agreement is entered into for the following purposes:

1. To create a partnership of mutual, cooperation and support for the conduct of the elementary baseball program adopting the Little League Intermediate Baseball Division; and
2. To provide for greater participation of Filipino baseball players into the Little League Baseball program.

ROLES AND RESPONSIBILITIES OF THE PARTIES

LLP shall:

1. Assist in the registration with Little League International of all DepEd players who participate in the School, District, Regional and National (Palaro) tournaments of the DepEd;
2. Provide coaches with rulebooks, training materials and resources of Little League International in order to be able to conduct a solid development program and an efficient and safe tournament. LLP shall be solely responsible for the funds arising from providing coaches with rulebooks and training materials;
3. Provide the specifics of the Intermediate or 50/70 program for elementary (under 13) students. This means a 50 foot pitching distance and a 70 foot basepath;
4. Provide training for the DepEd Technical officials who will be in charge of the tournament but will also be recognized as Little League Umpires;
5. Provide an opportunity for the champion of the Elementary *Palarong Pambansa* to represent the Philippines in the Asia-



Pacific Regional Baseball championship (at the athlete's expense). If they win this tournament, they will be sent to compete in the World Series in California, USA at the expense of Little League International; and

6. Coordinate with the other baseball organizations and the National Sports Association with regard to this program.

DepEd shall:

1. Appoint representatives to the Palaro Baseball Technical Committee who shall cooperate with the Little League Baseball officials regarding the conduct of nationwide tournaments;
2. Assist in dissemination of information to all regional sports coordinators regarding the rules of the game;
3. Assist the winners of the elementary Palarong Pambansa champion (baseball division) in travel arrangements and school clearances for their participation in the Asia-Pacific Regional Baseball championship and the World Series.;
4. Assist LLP in coordinating with concerned national sports associations as far as the technical management of the games is concerned;
5. Oversee the conduct of technical officials training/seminars and technical management of the tournament;

General Provisions

This Agreement embodies the entire understanding of the parties and there are no express terms, conditions, or obligations, oral and written expressed or implied, other than those contained herein;

This Agreement shall take effect immediately upon signing hereof and shall remain in full force and effective unless sooner terminated by either parties upon thirty (30) days prior written notice to the other;

This Agreement shall be binding upon successor-in-interest of the officials representing the parties of this Agreement;

It is the intention of the Memorandum of Agreement to achieve mutual cooperation, benefit, satisfaction and support between the parties hereto to successfully conduct the *Palarong Pambansa* Elementary Baseball tournament. Matters not set forth in this Agreement shall be discussed between the parties hereto in good faith as the necessity arises. If and when such Agreement is reached, this shall be

confirmed in writing by the parties and shall be deemed to have been incorporated herein, and shall form part of this Agreement.

If the Elementary Baseball program succeeds, the parties will start discussions in a partnership with LLP for the conduct of the High School Baseball program as well as Softball programs.

Termination

In case LLP violates its obligations in this Agreement, DEPED shall send a written notice to LLP informing it of the said violation/s. Further, LLP shall immediately upon receipt of the said notice, cure or remedy such violation/s; otherwise, DEPED shall have the right to terminate this Agreement, effective immediately. The right of DEPED to terminate shall be without prejudice to its right to claim damages and/or other relief against LLP.

Amendments and Waiver

The Parties shall mutually agree to the modifications, supplements and amendments to this Agreement in writing. No change, modification, alteration or addition to any provision, or waiver of any provision of this Agreement shall be valid unless set forth in writing and signed by each Party.

Severability

If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Entire Agreement

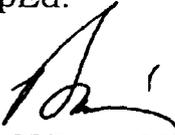
This Agreement (i) constitutes the binding agreement between the Parties and (ii) represents the entire agreement between the Parties and supersedes all prior agreements relating to the subject matter contained herein.

Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with the laws of the Philippines. In case of dispute arising from this Agreement, the Parties hereby agree that any legal action arising from this Agreement shall be filed in the proper courts of Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and at the place first above written.

For DepEd:



BR. ARMIN A. LUISTRO FSC
Secretary

For LLP:



ATTY. JOSE LUIS GOMEZ
District Administrator

Signed in the presence of:



TONISITO M.C. UMALI, ESQ.
Assistant Secretary
Legal and Legislative Affairs



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a notary public, for and in _____, on this ___ day
of _____ 2016, personally appeared:

| Name | Competent of Identity | Evidence | Date and Issue | Place of |
|------|--------------------------|----------|-------------------|----------|
|------|--------------------------|----------|-------------------|----------|

JOLLY GOMEZ

BR. ARMIN A.
LUISTRO FSC

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

This instrument consists of six (6) pages, including this page on which the Acknowledgement is written, signed by the parties and their witnesses on each and every page hereof.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2016.

