



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION
SCHOOLS DIVISION OFFICE OF MUNTINLUPA CITY

Office of the Schools Division
Superintendent

JUN 07 2022

MEMORANDUM

PARTNERSHIP WITH PHILIPPINE BUSINESS FOR EDUCATION

To: OIC-Assistant Schools Division Superintendent
Chief Education Supervisor, Curriculum Implementation Division
Chief Education Supervisor, School Governance and Operations Division
Public Elementary and Secondary School Heads/OICs
All Others Concerned

1. Attached is Regional Memorandum No. 284 s. 2022, dated May 26, 2022, on the above-captioned title, the contents of which are self-explanatory, for the information and guidance of all concerned.
2. Please see the enclosed Memorandum of Understanding, for your reference.
3. Immediate and wide dissemination to this Memorandum is desired.


CARLEEN S. SEDILLA CESO V
Schools Division Superintendent

Enclosure: As stated
References: As stated
To be indicated in the Perpetual Index
under the following subjects:

PROGRAMS EDUCATION PARTNERSHIPS

CTCC / PARTNERSHIP WITH PHILIPPINE BUSINESS FOR EDUCATION
189 / 05/31/2022



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Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

DEPARTMENT OF EDUCATION
RECORDS SECTION, DEPED NCR
RELEASED
By:  Date: **MAY 26 2022**

DNCR-F-ORD-033/RO/01112019

REGIONAL MEMORANDUM
NCR No. **284** s. 2022



To : Schools Division Superintendents

From : 
WILFREDO E. CABRAL
Regional Director, DepEd NCR and
Officer-In-Charge, Office of the Undersecretary
Human Resource and Organizational Development

Subject : Partnership with Philippine Business for Education

Date : May 25, 2022

1. The DepEd NCR and Philippine Business for Education have forged a Memorandum of Understanding (MOU) called *Sibika.ph*, which is a two-year development project to help learners to become more informed and active citizens committed to upholding and preserving democratic institutions, values and principles.
2. The said MOU shall be in effect until the end of School Year 2022-2023. The PBED is committed to pilot the implementation of its learning resources and modules in DepEd NCR schools. Attached is a copy of the MOU, for reference.
3. In view of the foregoing, the Schools Divisions are enjoined to extend their full support to the said undertaking.
4. For immediate dissemination.

/essd/joan/



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") executed and between:

DEPARTMENT OF EDUCATION NATIONAL CAPITAL REGION OFFICE, an agency of the National government of the Republic of the Philippines, with address at 6 Misamis St, Bago Bantay, Quezon City, 1105 Metro Manila, represented herein by its Regional Director, Mr. Wilfredo E. Cabral, hereinafter referred to as **DepEd NCR**,

PHILIPPINE BUSINESS FOR EDUCATION, a Philippine organization duly registered with the Securities and Exchange Commission as a non-stock, non-profit organization, with office address at 2/F AIM Conference Center, Benavidez St., cor. Trasierra St., Makati City 1229 Philippines, represented herein by its Executive Director, Ms. Lovelaine B. Basillote, hereinafter referred to as **PBE**;

With DepEd NCR and PBE hereafter individually referred to as "Party", and together as the "Parties".

WITNESSETH:

WHEREAS, DepEd NCR is a regional office of DepEd, a government agency 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;"

WHEREAS, PBE is a social development institution established in 2006 by top CEOs in the country, is the business community's response to the need for greater education and economic alignment. It engages industry, academe, and government to equip graduates with competencies and values to help them succeed in the global economy, advocates improved and innovative teacher development systems, and facilitates dialogue among key stakeholders to ensure that the reform delivers on its promise of career- and college-ready graduates;

WHEREAS, PBE has a two-year development project called *Sibika.ph* primarily to help young people to become more informed and active citizens committed to upholding and preserving democratic institutions, values, and principles. It aims to develop and provide resources on democracy and citizenship to educators and parents in the form of modules, expert videos, and assessment tools, curate existing civic education content and modules against criteria of democratic values, and disseminate developed and curated content for the use of existing networks of teachers and schools, as well as the general public. Through working with LGUs and with DepEd NCR, PBE aims to pilot the implementation of its learning resources and modules in DepEd NCR schools, and work with DepEd NCR in rolling out these materials. Likewise, PBE is collaborating with research and education institutions in training teachers in developing teaching guides, standards, and assessment tools.



WHEREAS, DepEd NCR is interested to further build and strengthen partnership with PBEEd through its Sibika.ph initiative under the terms agreed in this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

SCHEDULE 1: SCOPE OF AGREEMENT

1. This MOU is made by the Parties to establish clear and concise procedures for collaboration efforts specific to the implementation of the Sibika.ph project. It is made on the date set out below subject to the specified terms which the Parties undertake to observe in the performance of this MOU.
2. The Parties shall focus on collaborative activities around the main objectives, to wit:
 - 2.1. Leverage available and allowable networks and resources to distribute and promote Sibika.ph learning resources;
 - 2.2. Collaborating in implementing teacher-training sessions on how to develop teaching guides; and
 - 2.3. Evaluation of existing learning resources in Sibika.ph.

SCHEDULE 2: PARTIES ROLES AND RESPONSIBILITIES

1. **DepEd NCR shall:**
 - 1.1. Endorse Sibika.ph project and its initiative to enhance civic education in the Philippines to schools, teachers, learners, and other stakeholders over which it exercises control and supervision;
 - 1.2. Allocate budget and resources to support the distribution of Sibika.ph's learning resources and implementation of its teacher training subject to the usual budgeting and accounting rules;
 - 1.3. Issue a memorandum to division offices recommending the use of learning resources developed by the Sibika.ph project to their network of schools;
 - 1.4. Assist in the pilot implementation of Sibika.ph's learning resources and teacher training in DepEd NCR schools;
 - 1.5. Aid in the actual rollout phase of Sibika's learning resources and teacher training in DepEd NCR schools;
 - 1.6. Collaborate with PBEEd in the monitoring and evaluation of learning resources and teacher training;
 - 1.7. Endorse DepEd school teachers to training sessions and activities conducted by PBEEd;
 - 1.8. Provide the demographic information on their learning resource users such as, but not limited to teachers and students, to PBEEd while ensuring compliance with the data privacy provisions stated herein;

- 1.9. Allow the use of the DepEd NCR logo on the Sibika.ph website to indicate their endorsement and usage of the Sibika.ph learning materials;
- 1.10. Designate a single point of contact within the DepEd NCR who will serve as a focal person in the implementation of this MOU;
- 1.11. Cooperate in other areas that are consistent with the objectives of both Parties and the spirit of this MOU.

2. PBEd shall:

- 2.1. Share relevant and allowable information on the Sibika.ph project's status, including, but not limited to the development of new learning resources and teacher training standards;
- 2.2. Provide learning resources for DepEd NCR network of schools free of charge;
- 2.3. Send teacher training materials to DepEd NCR for review and approval of the Regional Office of the National Educators' Academy of the Philippines (NEAP);
- 2.4. Develop and provide monitoring and evaluation mechanisms for DepEd NCR to distribute to their current teachers and students to assess the quality of the Sibika.ph learning resources and teacher training;
- 2.5. Coordinate with DepEd NCR in reaching and training teachers on how to use Sibika.ph teaching guides;
- 2.6. Collaborate with DepEd NCR in pilot testing learning resources and teacher training in DepEd NCR schools;
- 2.7. Coordinate with DepEd NCR in the rollout phase of learning resources and teacher training in DepEd schools;
- 2.8. Conduct and share relevant information from Sibika.ph-related monitoring and evaluation activities, including other relevant research studies;
- 2.9. Designate a single point of contact within PBEd who will serve as a focal person in the implementation of this MOU; and
- 2.10. Cooperate in other areas that are consistent with the objectives of both Parties and the spirit of this MOU.

SCHEDULE 3: EFFECTIVITY AND TERMINATION

This MOU shall be in effect until the end of School Year 2022-2023, unless earlier terminated upon written agreement of the Parties. The Party requesting termination shall submit at least thirty (30) days written notice to the other Party specifying the reason.



SCHEDULE 4: MISCELLANEOUS PROVISIONS

1. **Relationship of Parties.** Each Party has made an independent decision to enter into this MOU. Nothing in this MOU shall be construed as constituting the Parties as partners, principal-agent, or employer-employee as defined under the law or as authorizing one Party to create any obligation on behalf of another Party.
2. **Representations and Warranties.** Each Party represents to the other Party that it has the full power and authority to enter into this MOU and to perform its obligation and that this MOU will not violate any of its contracts.
3. **Compliance with Law.** In carrying out its obligations under this MOU, a Party shall comply with applicable laws, rules, and regulations, including those relating to data privacy and anti-graft and corrupt practices.
4. **Confidentiality.** A Party shall not disclose, without the written consent of the other Party, any confidential information that may come to its knowledge by virtue of this MOU.
5. **Use of Name and Logo.** The name and logo of the Parties or any of their programs and projects may be used for collaterals (digital and large-format publicity and event materials) only if: a) the prior written consent of the concerned Party is obtained; b) the use is consistent with the objectives of the MOU; c) there is no alteration; and d) the use shall not be for any misleading, fraudulent, immoral, or illegal purpose. The tarpaulin size required under accounting and auditing rules and regulations shall be observed.
6. **Assignment.** This MOU may not be assigned by a Party without the written consent of the other Party.
7. **Force Majeure.** In the event of force majeure, the affected Party shall promptly send written notice to the other Party and shall use its best efforts to remove or remedy its inability to fulfill its obligations under this MOU as a result of the force majeure.
8. **Severability.** If any provision of this MOU is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this MOU.
9. **Settlement of Dispute.** In the event of any dispute between the Parties, the Parties shall first seek to resolve the dispute amicably. Should the Parties fail to amicably resolve the dispute within sixty (60) days, this MOU may be terminated upon written agreement.
10. **No Present or Future Agreement or Employment Promises.** Each Party acknowledges that the other Partner makes no promise regarding the renewal or extension of this MOU, any Projects or future MOUs, nor that. Each Party further acknowledges and agrees that, during the term of



this MOU and at all times thereafter, the other Partner and its affiliates shall be free to engage other persons or deal with other entities to perform projects similar or identical to those that have agreed to perform hereunder.

11. **Binding Effect.** This MOU shall be binding on the Parties and their respective assigns or successors-in-interest.
12. **Amendment.** This MOU may be amended upon the written agreement of the Parties.
13. **Counterparts.** This MOU may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.
14. **Remedies Cumulative.** Except for those sections in this MOU that contain exclusive remedies, all remedies of the Partner provided for in this MOU shall be cumulative and in addition to and not in lieu of any other remedies available to the Partner at law, in equity or otherwise.
15. **No Reliance.** Each Party hereto agrees and acknowledges that it has not relied on any representation or warranty (whether express or implied, written or oral) that is not expressly set forth in this MOU.
16. **Governing Law.** This MOU shall be governed by the laws of the Republic of the Philippines.
17. **Notices.** All notices, requests, demands, and other communications required or permitted to be made hereunder (collectively, "Notice(s)" or "Notify(ies)") shall be in writing and shall be deemed duly given if (i) hand-delivered against a signed receipt thereof, (ii) sent by registered mail, return receipt requested, first-class postage prepaid, (iii) sent by recognized overnight courier delivery service (examples: DHL, LBC, and 2GO Express), or (iv) sent by confirmed e-mail (meaning the report by the transmitting Equipment that the e-mail was sent), in each case addressed to the Party entitled to receive the same at the address specified below:

If to PBE:

PHILIPPINE BUSINESS FOR EDUCATION, INC.
2/F AIM Conference Center, Benavidez St., cor. Trasierra
St.,
Makati City 1229 Philippines
Attention: Dir. Lovelaine B. Basillote
Telephone Number: (+632) 8751 1135

If to DepEd NCR:

DEPARTMENT OF EDUCATION - NATIONAL
CAPITAL REGION
6 Misamis St, Bago Bantay, Quezon City, 1105 Metro
Manila
Attention: Regional Director Wilfredo E. Cabral
Telephone Number: 8687-4146 / 8633-7202



5. **Waiver.** No delay, omission, or failure to exercise any right or remedy provided for in this MOU or to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall be construed as a continuing waiver or relinquishment thereof, and each Party may at any time exercise any or all its rights or remedies herein and demand strict and complete performance of this MOU by the other Party. No term or provision of this MOU shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
6. **Entire MOU.** This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and supersedes any previous understandings or MOUs, whether written or oral, in respect of such subject matter. Both Parties have had the opportunity to review this MOU and the opportunity to have this MOU reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this MOU or any of its provisions shall apply to the interpretation of this MOU. Instead, this MOU shall be interpreted in accordance with the fair meaning of its terms.



SCHEDULE 5: CONFIDENTIAL AND PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

1. Confidential Information

- 1.1. The Parties acknowledge that it and its employees, agents, or representatives may, in the course of performance of this MOU, be exposed to or acquire information that is proprietary to or confidential to the other Party, including, procedures, policies, and schemes.
- 1.2. Any and all information obtained by a Party in the performance of this MOU, which relates to the other is confidential and proprietary information for the purposes of this MOU.
- 1.3. The Parties agree at all times during and after the Term, to keep in the strictest confidence and trust all confidential information and to take all reasonable precautions to prevent its disclosure or misuse.
- 1.4. Each Party and any of its officers, directors, employees, agents, and representatives shall hold all confidential information disclosed to it by reason of this MOU confidential and shall not disclose any such information to any other party.
- 1.5. Each Party agrees not to use confidential information for any purposes whatsoever other than for the provisions of this MOU.
- 1.6. The Parties agree that in the event of a breach of this provision damages may not be an adequate remedy, and the innocent Party shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond.

2. Personal Information

- 2.1. Each Party shall:
 - 2.1.1. Comply with all applicable laws with respect to all personal information (as defined in Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations);
 - 2.1.2. Not, by any act or omission, put the other Party or any of its affiliates in breach of any such laws; and
 - 2.1.3. Execute, or arrange to be done and executed, each act, document, and thing necessary or desirable to keep the other Party and any of its affiliates in compliance with any such laws in connection with this MOU.
- 2.2. To the extent that a Party processes (including, without limitation, collects, compiles, reproduces, stores, distributes) any personal information pursuant to this MOU, each Party represents and warrants that it shall:
 - 2.2.1. Process such personal information solely for the purposes of enabling it to perform its obligations under this MOU;
 - 2.2.2. Comply with all of the other Party's instructions from time to time in relation to the processing of any such personal information provided such instructions are consistent with all relevant laws;
 - 2.2.3. Treat all Personal Information as confidential information;
 - 2.2.4. Implement appropriate physical, technical, administrative, and organizational measures against unauthorized or unlawful processing, access, disclosure, alteration, or theft of any such personal information and against accidental loss or destruction of, or damage to such Personal Information;
 - 2.2.5. Promptly notify the other Party if any security incident occurs in respect of any such Personal Information, and assist it in any investigation into the incident; and
 - 2.2.6. Promptly notify the other Party if the person to whom any personal information belongs makes a written request to have access to, correct, or delete its own



Personal Information or any other complaint, allegation, or request is made by the person to whom any Personal Information belongs or by any regulatory authority relating to the other Party or its affiliate's obligations under applicable data protection and privacy law and provide full cooperation and assistance to the other Party and its affiliates in relation to any such complaint, allegation or request.

SCHEDULE 6: STANDARD TERMS

1. Preventing Terrorist Financing

- 1.1. The Parties must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

2. Trafficking in Persons

- 2.1. The Parties must not engage in:
 - 2.1.1. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the implementation of this Project;
 - 2.1.2. Procurement of a commercial sex act during the implementation of the Project;
 - 2.1.3. Use of forced labor in the implementation of the Project; and
 - 2.1.4. Acts that directly support or advance trafficking in persons, including the following acts:
 - 2.1.4.1. Destroying, concealing, confiscating, or otherwise denying a trainee's access to that trainee's identity;
 - 2.1.4.2. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 2.1.4.3. Charging trainees recruitment fees; or
 - 2.1.4.4. Providing or arranging housing that fails to meet the country's housing and safety standards.

3. Discrimination Based on Religion Prohibited

- 3.1. The Parties must not, in implementing this Project, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

4. Child Safeguarding

- 4.1. Because the activities to be funded under this Project may involve children, or personnel engaged in the implementation of the Project may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within PBEd programs. The Parties agree to abide by the following child safeguarding core principles:
 - 4.1.1. Ensure compliance with national and local child welfare and protection legislation or international standards, whichever gives greater protection;
 - 4.1.2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - 4.1.3. Consider child safeguarding in Project planning and implementation to determine potential risks to children that are associated with Project activities and operations;
 - 4.1.4. Apply measures to reduce the risk of child abuse, exploitation, or neglect, including but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - 4.1.5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

- 4.1.6. Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect, mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- 4.2. The following definitions apply for purposes of this provision:
- 4.2.1. *Child*: A child or children are defined as persons who have not attained 18 years of age.
- 4.2.2. *Child abuse, exploitation, or neglect*: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
- 4.2.3. *Physical abuse*: Constitutes acts or failure to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of the object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
- 4.2.4. *Sexual Abuse*: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- 4.2.5. *Emotional abuse or ill-treatment*: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include but is not limited to humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
- 4.2.6. *Exploitation*: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
- 4.2.7. *Neglect*: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

5. Nondiscrimination against Beneficiaries

- 5.1. The Parties must not discriminate against any beneficiaries in the implementation of this Project, such as but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the Project on the basis of any factor not expressly stated. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Partner to target activities toward the assistance needs of certain populations.

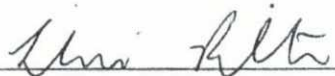
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this
MAY 19 2022.

**DEPARTMENT OF EDUCATION -
NATIONAL CAPITAL REGION**



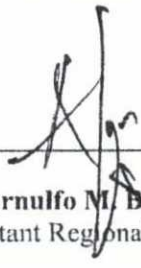
Wilfredo E. Cabral
Regional Director

**PHILIPPINE BUSINESS
FOR EDUCATION**



Lovelaine B. Basillote
Executive Director

WITNESSES



Arnulfo M. Balane
Assistant Regional Director

WITNESSES



Jesse O. Rasco
Sibika.ph Project Coordinator

WITNESSES AND SWORN TO BEFORE
ON MAY 19 2022 at MANILA, affiant
exhibited to me together
signed at _____ on _____

DOC NO. 45
PAGE NO. 10
DOHC NO. 821
DATE OF 2022


ATTY. HENRY D. ROXAS
NOTARY PUBLIC
NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
IRP NO. 1/8598 - 01/03/2022, PASIG
PTR NO. 0060197 - 01/05/2021 MLA
ECR NO. 29679 TRN: 172-528-620

NOTARY PUBLIC NO. VII-0000165 6/26/2019 Valid April 14, 2025
ATTY. DECAHOMAS, MANILA B-2 UNIT 356 TONDO, MLA.
NOTARY COURT D.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

