



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

Advisory No. 123, s. 2026

September 17, 2026

In compliance with DepEd Order (DO) No. 8, s. 2013

This advisory is issued not for endorsement per (DO) 28, s. 2001

but only for the information of DepEd officials

personnel/staff, as well as the concerned public.

(Visit www.depedmuntinlupa.ph)

**PARTNERSHIP ENGAGEMENT BETWEEN THE DEPARTMENT OF EDUCATION
AND ALASKA MILK CORPORATION**

Attached is Regional Memorandum No. 721, s. 2026, dated August 24, 2026, the contents of which are self-explanatory, for the information and guidance of all concerned.

Participation of public and private schools shall be subject to the Philippine Milk Code policy stipulated in Executive Order No. 51 entitled, "Adopting a National Code of Marketing of Breastmilk Substitutes, Breastmilk Supplements And Related Products, Penalizing Violations Thereof, And For Other Purposes."

Moreover, schools are reminded of the "No Collection and No Selling of Tickets Policy" stipulated in DepEd Order Nos. 19 and 40, s. 2008 and RA Nos. 4206 and 5546.

PARTNERSHIP ENGAGEMENT BETWEEN THE DEPARTMENT OF EDUCATION AND ALASKA MILK CORPORATION

123/September 18, 2026

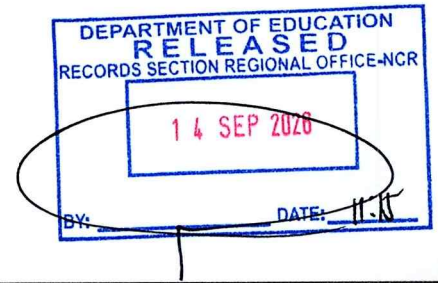
AD-2026-123



Student Center for Life Skills Bldg., Centennial Ave, Brgy. Tunasan, Muntinlupa City
8805-9935, 8805-9940
sdo.muntinlupa@gmail.com
deped-muntinlupa.com



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION



September 9, 2026

REGIONAL MEMORANDUM

No. 721, s. 2026

To: Schools Division Superintendents
SGOD Chiefs
Division Partnership Focal Persons
Region and Division SBFP Focal Persons
All Others Concerned

**PARTNERSHIP ENGAGEMENT BETWEEN THE DEPARTMENT OF EDUCATION
AND ALASKA MILK CORPORATION**

1. In reference to Unnumbered Memorandum dated September 7, 2026 from Hero S. Hernandez, Director IV, External Partnerships Service, this Office hereby informs all Schools Divisions that the Department of Education has forged an agreement through a **Memorandum of Agreement (MOA)** between Alaska Milk Corporation (AMC), which is aligned with the objectives of the Adopt-A-School Program and Republic Act No. 11037 (Masustansyang Pagkain para sa Batang Pilipino Act) and reinforces DepEd commitment to promoting learner health, nutrition and academic readiness through collaborative engagement with the private sector.
2. Under the agreement, AMC shall provide milk supplementation equivalent to one (1) glass of milk per day for up to one hundred twenty (120) school feeding days for qualified beneficiaries, particularly severely wasted, severely stunted and stunted learners from Grades 1 to 6 in selected public schools.
3. In this connection, the Schools Divisions are requested to coordinate with the appropriate DepEd offices for identification and selection of beneficiary schools, as may be necessary. Additionally, all concerned focals are requested to monitor and ensure compliance with existing DepEd policies, guidelines and reporting requirements related to partnership and school feeding program implementation.
4. For inquiries, please coordinate with External Partnerships Service through email at external.partnerships@deped.gov.ph or davedinah.cometa@deped.gov.ph.
5. For appropriate action and immediate dissemination.

JOCELYN DR ANDAYA
Regional Director, NCR
Concurrent Officer-In-Charge, Office of the
Assistant Secretary for Operations



Republic of the Philippines
Department of Education
EXTERNAL PARTNERSHIPS SERVICE

CO-EPS No. _____ s.2026

MEMORANDUM

FOR : **ALL REGIONAL DIRECTORS**

ATTENTION : **REGIONAL PARTNERSHIP FOCAL PERSON**
DIVISION PARTNERSHIP FOCAL PERSON

FROM: 
HERO S. HERNANDEZ
Director IV
External Partnerships Service

SUBJECT: **PARTNERSHIP ENGAGEMENT BETWEEN THE
DEPARTMENT OF EDUCATION AND ALASKA MILK
CORPORATION**

DATE: September 7, 2026

The Department of Education (DepEd) is pleased to inform all Regional Offices that the new Memorandum of Agreement (MOA) between the **Department of Education (DepEd)** and **Alaska Milk Corporation (AMC)** has been approved at the Central Office level and shall serve as the basis for the continued implementation of partnership initiatives under the School-Based Feeding Program (SBFP).

The partnership aims to support and augment DepEd's implementation of the SBFP through the **School-Based Milk Feeding Program**, which seeks to improve the health and nutritional status of undernourished learners in public schools nationwide. Under the agreement, AMC shall provide milk supplementation equivalent to one (1) glass of milk per day for up to one hundred twenty (120) school feeding days for qualified beneficiaries, particularly severely wasted, wasted, severely stunted, and stunted learners from Grades 1 to 6 in selected public schools.

The partnership is aligned with the objectives of the **Adopt-a-School Program** and **Republic Act No. 11037 (Masustansyang Pagkain para sa Batang Pilipino Act)** and reinforces DepEd's commitment to promoting learner health, nutrition, and academic readiness through collaborative engagement with the private sector.

In preparation for the implementation of the program for School Years 2026-2027 and 2027-2028, Regional Offices are requested to:

1. Disseminate this information to concerned Schools Division Offices and public schools within their respective regions;
2. Coordinate with the appropriate DepEd offices and designated focal persons for the identification and selection of beneficiary schools, as may be necessary;
3. Facilitate coordination and communication with authorized representatives of AMC regarding program implementation activities in their respective areas; and
4. Provide necessary support in monitoring and ensuring compliance with existing DepEd policies, guidelines, and reporting requirements related to partnership and feeding program implementation.

Further guidance and operational details shall be issued by the concerned Central Office units as necessary. All Regional Offices are encouraged to extend appropriate support to ensure the successful implementation of this partnership initiative in their respective jurisdictions.

For further information and coordination, your staff may contact us at the External Partnerships Service (EPS) through email address externalpartnerships@deped.gov.ph and copy furnish davedinah.cometa@deped.gov.ph or telephone no. (02) 8637 6462/3.

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, hereinafter referred to as the "MOA", is made and entered into this _____ day of _____, 2026, at _____, by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law to ensure the delivery of quality basic education, particularly Batas Pambansa (BP) Blg. 232, otherwise known as the "Education Act of 1982" as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001", with principal address at DepEd Complex, Meralco Ave., Pasig City, Philippines, represented herein by its **Secretary, JUAN EDGARDO M. ANGARA**, hereinafter referred to as "**DepEd**";

-and-

ALASKA MILK CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 6th Floor, Corinthian Plaza, 121 Paseo de Roxas, Makati City, Philippines, represented herein by its **Corporate Affairs and Legal Director, ATTY. CASHMER DIRAMPATEN** herein referred to as "**AMC**."

DepEd and **AMC** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, Section 1, Article XIV of the 1987 Constitution provides that "the State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all";

WHEREAS, DepEd is a government agency mandated to:

- a. Formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education;
- b. Supervise all elementary and secondary institutions, including alternative learning systems, both public and private; and
- c. Provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners.

WHEREAS, DepEd, through the External Partnerships Service (EPS), recognizes that partnerships are an important paradigm in delivering and achieving DepEd's education development goals and services, and in fulfilling the mandate of the Constitution of making quality education accessible to all;

WHEREAS, Republic Act No. 8525 (RA 8525), otherwise known as the "Adopt-a-School Act of 1998," was enacted to encourage private entities to assist in the delivery of better-quality education to public schools in the country, particularly in the poverty-stricken provinces;

WHEREAS, DepEd, having the responsibility of securing resources to make the public schools competitive, has been tasked by law to lead the Adopt-a-School Program (ASP). Hence, it is inviting private and government institutions to be active partners in

the goal of providing education to all Filipinos and in developing and improving the public education system;

WHEREAS, AMC is a corporation duly registered in the Philippines and primarily engaged in the manufacture, distribution, and sale of liquid, powdered and ultra-heat-treated milk products under the Alaska, Liberty, Alpine, Krem-top and Cow Bell brands. Its parent company, Royal Friesland Campina N.V. (RFC) incorporated and domiciled in the Netherlands, is fully owned by Zuivelcoöperatie Friesland Campina U.A., with dairy farmers in the Netherlands, Belgium, and Germany as members. Through this cooperative, member dairy farmers jointly own RFC. RFC processes milk into a wide range of dairy products and ingredients;

WHEREAS, consistent with the Adopt-a-School Program and the objectives of Republic Act No. 11037, otherwise known as the "Masustansyang Pagkain para sa Batang Pilipino Act," AMC actively coordinates with select DepEd school districts to provide one (1) free glass of milk daily for one hundred twenty (120) school days to severely wasted, wasted, severely stunted, and stunted learners;

WHEREAS, AMC proposes to enter into a partnership with DepEd by providing free milk products to actively support and augment the latter's implementation of the School-Based Feeding Program (SBFP) for School Years ("SY") 2026-2027 and 2027-2028;

WHEREAS, DepEd, shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd and the proper recording of donated items categorized as Property, Plant, and Equipment as provided under Item VII of the enclosure to DepEd Order No. 24, s. 2016 entitled "Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax Incentives by Private Donor-Partners Supporting the K to 12 Program," which sets forth the valuation of assistance or contributions and the formula for computing the value to be reflected in the Deed of Donation and in the records of donated goods and services, as well as DepEd Order No. 82, s. 2011, entitled "Guidelines on the Proper Recording of all Donated Properties";

WHEREAS, both Parties recognize and undertake to comply with the following laws, rules, and regulations:

- a. RA No. 10173, otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations (IRR), other related issuances of the National Privacy Commission (NPC), and the "Freedom of Information Order" under Executive Order No. 2, s. 2016, for the implementation of this MOA;
- b. DECS Order No. 28, s. 2001 or "Prohibiting the Commercialization of the DECS Organization through Endorsements and Accreditation of Goods and Services" in the implementation of the Program, and DO No. 39 s. 2009, or "Strict Adherence to DECS Order No. 28, s. 2001"; and
- c. Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health (DOH), DO No. 6, s. 2012 and DO 48, s. 2016 on DepEd's policy to not deal with the tobacco industry, or any individual or entity that works to further the interests of the tobacco industry, except to the extent strictly necessary to effectively regulate the tobacco industry and tobacco products;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the Parties hereby agree to the following terms and conditions:

ARTICLE I. PROGRAM DESCRIPTION AND OBJECTIVES

A. Program Objectives

The School-Based Milk Feeding Program (hereinafter referred to as the "Program") seeks to effectively complement DepEd's existing School-Based Feeding Programs (SBFP) thereby ensuring the holistic health, well-being, and enhanced educational readiness of the Beneficiaries. Through this collaborative partnership, AMC aims to improve the health and nutritional status of targeted undernourished learners from Grades 1 to 6 in select public schools nationwide by providing sustained milk supplementation for a specified period.

B. Program Description

Under the Program, AMC shall provide each participating learner with a maximum of one hundred twenty (120) AMC milk products, equivalent to one (1) glass of milk per day for one hundred twenty (120) school-based feeding days, serving as a supplement to the nutritious meals provided by DepEd under its existing feeding programs.

ARTICLE II. PROGRAM SCOPE AND BENEFICIARIES

The Program shall cover learners from Grades 1 to 6 enrolled in select public schools nationwide who are assessed as undernourished pursuant to applicable government guidelines. Participating public schools shall be selected based on criteria mutually agreed upon by the Parties. For the avoidance of doubt, a "Beneficiary" refers to an individual learner qualified to participate in the Program.

ARTICLE III. PROGRAM COST

The estimated total cost of the Program, which includes the actual cost of the products at the time of donation, is approximately Eight Million Philippine Pesos (Php 8,000,000.00). This amount is indicative and may vary depending on the actual cost of the Products at the time of delivery to the Beneficiaries. The final valuation of the Products shall be provided to DepEd and shall be formally reflected in the corresponding Deed of Donation.

The aforementioned amount represents an estimate and shall be subject to validation in accordance with Republic Act No. 8525 and other applicable laws, rules, and regulations governing the valuation of donated items to educational institutions.

DepEd shall not shoulder any costs or expenses in relation to the implementation of this Program.

ARTICLE IV. RIGHTS AND RESPONSIBILITIES

A. Rights and Responsibilities of DepEd

DepEd shall:

- a. provide policy guidance and direction to ensure the proper implementation of the Program;
- b. designate a focal person, preferably the school feeding coordinator, to serve as Partnership and Implementation Coordinator for this MOA;

- c. assist in the monitoring and evaluation of the implementation of the Program;
- d. assist AMC in the selection and identification of beneficiary schools for the implementation of the Program;
- e. coordinate with AMC in the proper implementation of the Program in accordance with the guidelines specified in Annex "A" which is made an integral part of this MOA;
- f. provide AMC with requested data and information relevant to the implementation of this MOA, subject to applicable laws, rules, and regulations, including data privacy requirements;
- g. review and endorse AMC's application for tax incentive entitlement to the appropriate Revenue District Office of the Bureau of Internal Revenue, subject to compliance with Republic Act No. 8525 and its implementing rules and regulations; and
- h. perform such other responsibilities as may be necessary for the effective and efficient implementation of the Program.

B. Rights and Responsibilities of AMC

AMC shall:

- a. designate a focal person to coordinate the implementation of this MOA in accordance with the guidelines specified in Annex "A";
- b. provide DepEd with regular reports and updates, as well as requested data and information relevant to the implementation of this MOA;
- c. select and identify target areas or schools in close coordination with DepEd for the implementation of the Program;
- d. lead the implementation of the Program under the guidance and supervision of DepEd;
- e. execute a Deed of Donation in favor of DepEd for the completed project and submit all pertinent documents in support of the amount claimed for tax incentive application;
- f. ensure that all necessary documents to facilitate its tax incentive application as a Private Partner are complete and compliant with applicable laws, rules, and regulations, including Republic Act No. 8525 and its implementing rules and regulations; and
- g. perform such other responsibilities as may be necessary for the effective and efficient implementation of the Program.

ARTICLE V. EFFECTIVITY AND TERMINATION

This MOA shall remain in full force and effect for two (2) years commencing from the date first written above, unless amended by mutual written agreement of the Parties or superseded by a subsequent agreement.

Either Party may pre-terminate this MOA without cause by giving the other Party at least thirty (30) calendar days' prior written notice, provided that the terminating Party is not guilty of fault, gross negligence, or willful misconduct.

Without prejudice to any other right or remedy available under law or equity, either Party shall have the right to immediately pre-terminate this MOA for valid cause by giving the written notice to the other party. "**Valid Cause**" shall include, but shall not be limited to, the following acts or omissions of the other Party:

- a. A breach of any material provision of this MOA by the other Party, upon ten (10) calendar days' written notice to the breaching Party, provided that during such period, the breaching Party has failed to cure such breach;
- b. AMC's bankruptcy, insolvency, or assignment for the benefit of creditors, or the appointment of a receiver for all or substantial part of AMC's assets, in which case this MOA may be terminated immediately; and
- c. The commission, omission, or non-performance of any act that materially harms or prejudices, or adversely affects the terminating Party.

The termination or pre-termination of this MOA shall not affect the validity, continuation, or completion of any project, program, activity, or contract already being implemented pursuant to this MOA or by virtue of separate agreements, unless otherwise mutually agreed upon by the Parties.

ARTICLE VI: CAPACITY AND AUTHORIZATION

The Parties to this MOA hereby represent and warrant to the other that:

- (i) each Party is duly authorized and empowered to execute, deliver, and perform this MOA;
- (ii) the execution, delivery, and performance hereof do not conflict with or violate any applicable law, regulation, policy, contract, deed of trust, or other instrument to which such Party is bound; and
- (iii) this MOA constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms, subject to applicable laws, rules, and regulations.

ARTICLE VII: SEPARABILITY

In the event that any provision of this MOA or any document executed in connection herewith is declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed severed from this MOA, and the validity, legality, and enforceability of the remaining provisions of this MOA or such related documents shall not in any way be affected or impaired and shall remain in full force and effect to the fullest extent permitted by law.

The Parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties, subject to applicable laws, rules, and regulations.

ARTICLE VIII: LIABILITY

Each Party shall be solely liable for any losses, damages, liabilities, or claims arising from the natural and probable consequences of its breach of this MOA, or from any accident, act, or omission directly attributable to its fault, gross negligence, fraud, or bad faith, which results in death, bodily injury, or loss of or damage to property in connection with the performance of its obligations under this MOA.

Each Party shall likewise indemnify and hold the other Party free and harmless from any third-party claims, liabilities, damages, or losses arising from such breach, fault, gross negligence, fraud, or bad faith.

Such liability and indemnity shall survive the termination or expiration of this MOA, provided that such losses, damages, liabilities, or claims were incurred during the effectivity of this MOA.

ARTICLE IX: AMENDMENTS AND REVISIONS

This MOA constitutes the complete understanding between the Parties and supersedes all prior discussions, negotiations, or agreements, whether written or oral, relating to its subject matter.

Either Party may propose in writing any revision, amendment, or addition to the terms and conditions of this MOA, subject to written notice to the other Party. Any such revision, amendment, or addition shall be deemed valid only upon mutual written agreement and duly executed by both Parties or their authorized representatives.

All approved amendments, revisions, or additions shall have the same force and effect as this MOA and shall form an integral part hereof.

No revision, amendment, or addition shall prejudice or impair any rights, obligations, or liabilities accrued prior to its effectivity.

ARTICLE X: SETTLEMENT OF DIFFERENCES

The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this MOA. Such differences or disagreements shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation, in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

In case of failure to settle amicably, the Parties, without herein waiving the benefit of immunity from suit, if any, shall, whenever permitted, submit the dispute to the appropriate courts of Pasig City, to the exclusion of all other venues.

Nothing in this Article shall be construed as requiring DepEd to waive any sovereign, governmental, or statutory immunity, or to act beyond its lawful mandate, authority, or obligations under the 1987 Constitution and applicable laws.

ARTICLE XI: WAIVER OF RIGHTS

Under this MOA, no delay or failure by any Party in exercising any right, power, or remedy shall operate as a waiver thereof. The Parties acknowledge that each instance or circumstance is distinct, and the exercise of any right with respect to one matter shall not constitute a waiver of any rights with respect to any other or future matter. No single or partial exercise of any right, power, or remedy shall preclude any further or future exercise thereof.

The failure of any Party to insist upon the strict performance by the other Party of any provision, covenant, or condition of this MOA, or to exercise any right, remedy, or option herein, shall not be construed as a waiver, abandonment, or relinquishment thereof, and such provision, covenant, condition, right, remedy, or option shall remain in full force and effect. Silence, delay, or inaction on the part of either Party shall not be deemed a condonation or waiver of any breach or default by the other Party of any covenant or condition herein provided.

No waiver shall be valid or effective unless made in writing and duly executed by the Party granting such waiver.

ARTICLE XII: DATA PRIVACY, CONFIDENTIALITY, NON-DISCLOSURE

The Parties, in the performance of their respective obligations under this MOA, shall ensure the privacy, confidentiality, and security of any and all confidential, privileged, personal, and/or sensitive personal information to which they, including their respective officers, employees, agents, or authorized representatives, may have access. The Parties shall collect, access, store, use, process, retain, share, and dispose of such information strictly in accordance with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations, applicable issuances of the National Privacy Commission (NPC), and each Party's internal data protection and security policies. This provision shall survive the termination or expiration of this MOA.

Any violation of this clause or of the Data Privacy Act of 2012, its Implementing Rules and Regulations, or applicable NPC issuances by any Party or its officers, employees, agents, or authorized representatives shall subject the responsible Party or person to the appropriate administrative, civil, or criminal sanctions, penalties, and liabilities, without prejudice to other remedies available under applicable law.

In the event that the Parties engage in the sharing of personal information or sensitive personal information of data subjects, the Parties shall execute a separate Data Sharing Agreement (DSA), in accordance with applicable laws and NPC regulations, which shall be attached to this MOA as an annex, when required.

Neither Party shall reproduce, disclose, transfer, share, distribute, or otherwise make available to any third party, whether domestic or international, any confidential, proprietary, personal, or sensitive information obtained by reason of this MOA without the prior written consent of the disclosing Party, unless required by law, lawful order, or applicable government regulation.

ARTICLE XIII: INTELLECTUAL PROPERTY

All Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines," as amended by Republic Act Nos. 9150, 9502, and 10372, and other applicable laws, rules, and regulations governing intellectual property in the Philippines.

The Parties shall retain all intellectual property rights owned by them, including but not limited to copyrights, trademarks, tradenames, trade secrets, industrial designs, patents, and any other intellectual property that may be contained in any of the tools, materials or platforms (electronic or otherwise) that each Party may use to implement the Programs (the "Intellectual Property").

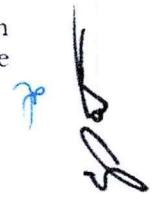
The Parties shall not use the company name, logo, trademark, service mark, or trade names of the other Party and/or its parent company, or the affiliates and subsidiaries of its parent company, as may be applicable, without the prior written approval of such Party and/or the relevant company that owns such Intellectual Property.

Each Party may use the logos and knowledge products of the other Party in relation to this MOA, provided that such use is limited to academic and promotional materials, which include, but are not limited to, logos, brochures, press releases, websites, and other social media tools; provided, further, that such use is necessary, directly related to the accomplishment of the objectives of this MOA, and subject to prior written approval by the owning Party. The use of the service marks of DepEd, if any, shall be in accordance with its Service Marks and Visual Identity Manual under DepEd Order No. 031, series of 2019, as may be further revised by DepEd from time to time.

Each Party shall indemnify and hold the other Party free and harmless, to the extent permitted by law, from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties resulting from its own unauthorized acts, omissions, or breaches of this Article. Attribution shall be given to both Parties in accordance with applicable law.

ARTICLE XIV: MISCELLANEOUS

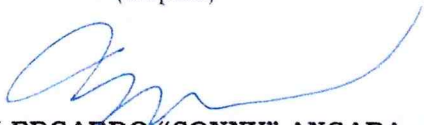
1. Non-Partnership and Independent Capacity. Except as otherwise expressly provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party. Nothing in this MOA shall be construed to create or constitute a joint venture, partnership, agency, trust, employer-employee relationship, or any other similar legal association between the Parties. Each Party shall remain solely responsible for its own personnel, including their compensation, benefits, and other employment-related obligations.
2. Assignment and Transfer. Neither Party shall assign, transfer, convey, or otherwise dispose of this MOA or any of its rights or obligations hereunder without the prior written consent of the other Party. Any purported assignment or transfer made in violation of this provision shall be null and void.
3. Binding Effect. This MOA shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any successor-in-interest shall expressly assume in writing the obligations of the predecessor Party under this MOA.
4. Governing Law. This MOA, including its existence, validity, interpretation, implementation, and termination, shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
5. Notices. Any notice, communication, request, or correspondence required or permitted under this MOA shall be made in writing and delivered personally, by courier, or by registered mail to the official addresses of the Parties, or to such other address as either Party may designate in writing from time to time. The Parties may likewise agree to accept notices through electronic mail (email). Notices sent by email shall be deemed received on the date and time of transmission to the designated email address of the receiving Party, unless the sender receives an automated or written notice of delivery failure.
6. Counterparts. This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties, through their respective duly authorized representatives, have hereunto affixed their signatures on the date and at the place first written above.

DEPARTMENT OF EDUCATION

(DepEd)

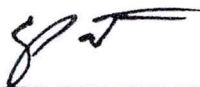


JUAN EDGARDO "SONNY" ANGARA

Department Secretary

ALASKA MILK CORPORATION

(AMC)



ATTY. CASHMER DIRAMPATEN

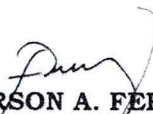
Corporate Affairs and Legal Director

SIGNED IN THE PRESENCE OF:



ATTY. FATIMA LIPP D. PANONTONGAN

Undersecretary and Chief of Staff



PETERSON A. FERNANDEZ

Sustainability Manager

DepEd

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the City of _____ Philippines, this
_____ day of _____, 2026, personally appeared and presented his
competent evidence of identity as indicated below:

Name	Competent Evidence of Identity	Place/Date of Issue

known to me to be the same person who executed the foregoing Memorandum of Agreement, and he acknowledged to me that the same is his free and voluntary act and deed and that of the government agency he represents.

This Memorandum of Agreement consists of thirteen (13) pages including the Annex and this page in which this Acknowledgment is written, signed by the Parties and their instrumental witnesses on every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2026



AMC

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MAKATI) S.S.

BEFORE ME, a Notary Public for and in the City of CITY OF MAKATI Philippines, this _____ day of AUG 11 2026, 2026, personally appeared and presented his competent evidence of identity as indicated below:

Name	Competent Evidence of Identity	Place/Date of Issue
CASHMER DIRAMPATEN		

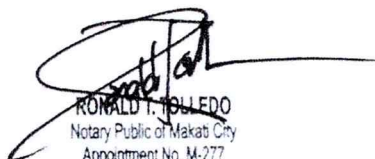
known to me to be the same person who executed the foregoing Memorandum of Agreement, and he/she acknowledged to me that the same is his/her free and voluntary act and deed and that of the corporation he/she represents.

This Memorandum of Agreement consists of thirteen (13) pages including the Annex and this page in which this Acknowledgment is written, signed by the Parties and their instrumental witnesses on every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal.

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NOTARY PUBLIC


RONALD T. TOLLEDO
Notary Public of Makati City
Appointment No. M-277
Valid Until December 31, 2027
Attorney's Roll No. 92988
PTR No. 6647263/Bulacan /05 January 2026
IBP No. 586085/Bulacan /04 January 2026
MCLE Compliance: Exempted (Admitted to the Bar in January 2025)
Unit 3B, 3rd/F Corinthian Plaza Bldg. 121 Paseo De Roxas
Legaspi Village, Makati City

ANNEX A

AMC'S SCHOOL-BASED MILK FEEDING PROGRAM IMPLEMENTATION GUIDELINES

In addition to the rights and responsibilities of DepEd and AMC under this MOA, and to ensure the proper implementation of AMC's School-based Milk Feeding Program, DepEd and AMC agree to provide the following support:

A. DepEd

The designated DepEd focal person serving as the Partnership and Implementation Coordinator shall:

1. Provide sufficient orientation, in coordination with AMC, to school personnel, teaching personnel, health and nutrition personnel, school nurses teacher aides and parents regarding the mechanics, objectives and proper implementation of the School-Based Milk Feeding Program;
2. Ensure the proper, timely and supervised consumption of milk by the Beneficiaries during their designated feeding schedules;
3. Ensure that the Products are distributed exclusively to the Beneficiaries and used solely for the purpose of the Program;
4. Inform AMC of the authorized personnel in the participating schools who may officially receive and acknowledge delivery of the donated milk products;
5. Ensure the proper management, storage, safekeeping, and timely distribution of all donated milk products to prevent damage, spoilage, spillage, contamination, or defacement, in accordance with AMC's instructions and applicable health and safety standards;
6. Provide a suitable, secure, and adequate storage area for donated milk products within school premises at no cost to AMC;
7. Notify AMC in writing within two (2) working days from receipt if any product is found to be defective or not in accordance with the agreed specifications (apparent defects), with such notice containing a complete and accurate description of the alleged defect;
8. Notify AMC in writing of any hidden defects (or with quality issue) within two (2) business days from discovery thereof. For this purpose, the notice shall contain an accurate and complete description of the alleged hidden defect;
9. Prepare and submit a written Terminal Report within 30 working days from conclusion of each school year, detailing program accomplishments, beneficiary nutritional status reports (pre- and post-feeding), implementation challenges, and recommendations for improvement; and
10. Ensure that the corresponding Deed of Acceptance, executed in accordance with applicable laws, rules, and regulations governing donations to government agencies is issued and provided to AMC within fourteen (14) working days from receipt of the milk products.

B. AMC:

The designated AMC focal person serving as the Partnership and Implementation Coordinator shall:

1. Coordinate with DepEd regarding the mechanics of the Program, including the proper delivery, receipt, handling, and distribution of the donated milk products;
2. Ensure the timely delivery or pickup of milk products to the schools jointly identified by DepEd and AMC, subject to the agreed dates, locations, and logistical arrangements established by the Parties;
3. Warrant to DepEd, on behalf of AMC, that all Products delivered to recipient schools: a) shall, upon delivery, comply with such Product specifications as may be mutually agreed upon in writing by AMC and DepEd; b) are manufactured, processed, and packaged in accordance with applicable good manufacturing practices, food safety standards, and relevant laws and regulations; c) are subject to appropriate quality assurance and quality control systems to ensure compliance with the foregoing; and d) shall be free from liens, encumbrances, or third-party claims upon delivery; *provided, however*, that except for the foregoing express warranties, no other warranties, whether express or implied, are made by AMC regarding the donated milk products;
4. Conduct periodic monitoring, coordination meetings, or status check-ins with DepEd regarding Program implementation, product distribution, and Beneficiary progress; and
5. Provide such additional operational, logistical, informational, or advocacy support as may be reasonably necessary to assist DepEd in promoting public awareness of the Program and its positive impact, subject to applicable DepEd policies on public communications, commercialization and endorsement.