**MEMORANDUM OF UNDERSTANDING**

This Agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,, Malaybalay City, Philippines, by and between:

The **DIVISION OF MALAYBALAY CITY** 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 Casisang, Malaybalay City, represented by its **Schools Division Superintendent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**herein referred to as **“DEPED”;**

-and-

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a corporation/ organization/agency 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, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **“PARTNER”**;

-and-

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a corporation/ organization/agency 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, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **“PARTNER”**;

-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 , **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 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 resources to enhance the basic education, specifically, the Senior High School for the K to 12 Program;

**WHEREAS,** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** is a business corporation/organization/agency engaged in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** has responded to the call of DepEd for private sector/organization/agency participation in public education by developing a project entitled **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** which would help the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ relating to K to 12 Program.

**Section 2 Rights and Obligations of the Concerned Parties**

* 1. **DepEd shall:**
     1. Provide policy guidance and directions to ensure the proper implementation of the Program;
     2. Coordinate with **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**., in the implementation of program activities, accept the package of assistance and execute the corresponding Deed of Acceptance through the School Head/Principal;
     3. Review and endorse the application of the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, for tax incentive entitlement to the Revenue District Office;
     4. Provide proper management, maintenance, and care for the materials received in close coordination with the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**
  2. **The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall:**
     1. Execute a Deed of Donation in favor of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**for the completed project;
     2. Shall no longer be replace any loss through any means (i.e thief, fire incident, etc.) of materials/improvements donated by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** Replacement and necessary repairs shall be borne by recipient-school subject to availability of school funds;
     3. Shall bear all necessary expenses for the implementation of the components of the program and administer the efficient and effective implementation of the project in coordination with DepEd;
     4. Submit all pertinent documents in support to the amount specified/claimed for tax incentive application;
     5. Reserve the right to cease adoption of school at any time during the effectivity of this Agreement based on valid reasons

**Section 3 Scope of the Project Beneficiaries**

The beneficiaries of the project **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** are the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Malaybalay City.

**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 Understanding shall take effect upon its signing and shall remain in full force and effect upon the turning-over of the project.

**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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Schools Division Superintendent Partner Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Representative Partner Representative

SIGNED IN THE PRESENCE OF:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**A C K N O W L E D G M E N** **T**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) ss.

BEFORE ME this \_\_\_\_\_\_\_\_\_(date)\_\_\_\_\_\_\_\_­\_\_\_\_ , personally appeared:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CTC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Issued on/at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CTC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Issued on/at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations herein they represented. This Memorandum of Agreement consists of \_\_\_ pages including this page in which this acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

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

Doc. No. \_\_\_\_\_\_\_

Page No.\_\_\_\_\_\_\_

Book No.\_\_\_\_\_\_\_

Series of \_\_\_\_\_\_\_