



2021-26809

Republic of the Philippines
Department of Education
REGION X - NORTHERN MINDANAO
DIVISION OF MALAYBALAY CITY

DA 2021-02-003
DEPED MALAYBALAY CITY DIVISION
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BY: JEB/TD/AME: JLD
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DIVISION ADVISORY

*This Division Advisory is issued for the information of DepEd Officials,
Personnel/ staff, and the concerned public.*

**REGIONAL LAUNCH OF "NESTLE WELLNESS CAMPUS REGION X"
AN ADVOCACY PROGRAM OF NESTLE PHILIPPINES INC.
IN PARTNERSHIP WITH DEPED REGION X TO EDUCATE ELEMENTARY AND
JUNIOR HIGH SCHOOL LEARNERS ON THE
SEVEN HEALTHY HABITS**

This Department of Education (DepEd) Region Office X enjoins the field to the Regional Launching of "Nestle Wellness Campus Program" to be participated by SDS, ASDS, SGOD and CID Chiefs, MAPED EPS, Division and School Health Personnel, School Heads, and "Oplan Kalusugan" school coordinators on February 16, Tuesday, 10:00-11:30 a.m. via Zoom webinar platform below.

Webinar ID: 897 8039 3741
Passcode: 135078

Queries relative to this can be relayed to **MARCOS JULITA K. FULGENCIO, DDM**, Dentist II, through 0906-796-8794.

VICTORIA V. GAZO, PhD, CESO V
Schools Division Superintendent

Encl.: As stated

Copy Furnished:
SGOD-School Health Unit
Records Unit



Address: Sayre Hi-way, Purok 6, Casisang, Malaybalay City
Telefax No.: 088-314-0094; Telephone No.: 088-813-1246
Email Address: malaybalaycity@deped.gov.ph



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Republic of the Philippines
Department of Education
REGION X - NORTHERN MINDANAO

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Office of the Regional Director

Regional Advisory No. 17, s. 2021
February 4, 2021

This Advisory is issued for the information of DepEd Officials,
personnel/staff, and the concerned public.
(Visit)

**REGIONAL LAUNCH OF "NESTLE WELLNESS CAMPUS REGION X"
AN ADVOCACY PROGRAM OF NESTLE PHILIPPINES INC. IN
PARTNERSHIP WITH DEPED REGION X TO EDUCATE ELEMENTARY
AND JUNIOR HIGH SCHOOL LEARNERS
ON THE SEVEN HEALTHY HABITS**

The Department of Education (DepEd) Regional Office X invites all School Divisions Offices (SDOs) to the Regional Launching of "Nestle Wellness Campus Program" for participation of all 14 School Division Offices (SDOs) to be attended by the SDSs, ASDSs, SGOD and CID Chiefs, MAPEH EPSs, Division and School Health Personnel, School Heads, and "Oplan Kalusugan" school coordinators on February 16, Tuesday, 10:00 -11:30 a.m.

The virtual launching will be held in a Zoom webinar platform below.

Webinar ID: 897 8039 3741
Passcode: 135078

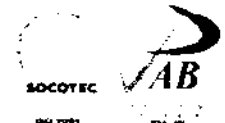
The full participation of everyone will ensure success of this noble partnership between DepEd and NPI as stipulated in the Memorandum of Agreement attached for your reference.

DR. ARTURO B. BAYOCOT, CESO III
Regional Director

ESSD/mgy



DepEd Regional Office X, Zone 1, Upper Baiulang, Cagayan de Oro City
(088) 856-3932 | (088) 881-3137 | (088) 881-3031
Department of Education Region 10
region10@deped.gov.ph
<http://deped10.com>



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, hereinafter referred to as the "Agreement", is entered into this 11th JAN 2021, 20 QUEZON CITY Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, hereinafter referred to as "DepEd," a government entity mandated by law, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," with principal address at DepEd Complex, Meralco Ave., Pasig City 1600, Metro Manila, Philippines represented by its Secretary, **LEONOR MAGTOLIS BRIONES**;

-and-

NESTLÉ PHILIPPINES, INC., hereinafter referred to as "NPI," a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with administrative offices at the Nestle Center, 31 Plaza Drive, Rockwell Center, Makati City, represented by its Senior Vice President and Corporate Affairs Head, **ARLENE T. BANTOTO**.

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WITNESSETH THAT:

WHEREAS, Article 14, Section 1 of the 1987 Constitution provides that "(t)he 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, the Department of Education (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 education 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), believes that partnership is an important paradigm in delivering and achieving DepEd's education development goals and services and to fulfill the mandate of the Constitution to make such quality education accessible to all;

WHEREAS, DepEd has the responsibility of securing resources to make the public schools competitive and is now calling on the private sector to serve as a major partner for the improvement of the public education system and national development;

WHEREAS, Republic Act No. 8525 (RA 8525), otherwise known as the "Adopt-a-School Act of 1998," is intended 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, Section 5 of RA 8525 provides that "(p)rovisions of existing laws to the contrary notwithstanding, expenses incurred by the adopting entity for the 'Adopt-A-School Program' shall be allowed an additional deduction from the gross income equivalent to fifty percent (50%) of such expenses";

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WHEREAS, the Department of Finance (DOF), through the Bureau of Internal Revenue (BIR), issued Revenue Regulations No. 10, s. 2003, entitled "Implementing Tax Incentives Provisions of Republic Act No. 8525, Otherwise Known as the 'Adopt-A-School Act of 1998'";

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 the donated items categorized as property, plant, and equipment as contained in 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 provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and 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. Republic Act No. 10173 (RA 10173), otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations, and other related issuances of the National Privacy Commission (NPC) and "Freedom of Information Order under E.O. No. 2, s. 2016," for the implementation of this Agreement;
- b. Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health, DepEd Order No. 6, s. 2012, and DepEd Order No. 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 product;
- c. 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 DepEd Order No. 39 s. 2009 or "Strict Adherence to DECS Order No. 28, s. 2001"; and
- d. Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations;

WHEREAS, relative to the Coronavirus Disease 2019 (COVID-19) outbreak, the Office of the President has issued Presidential Proclamation No. 911, s. 2020 declaring a state of public health emergency throughout the Philippines;

WHEREAS, in response to the public health emergency, and guided by the issuances on the management of COVID-19 by the Office of the President, the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) in the Philippines, and the Department of Health (DOH), the Department of Education (DepEd) developed a Basic Education Learning Continuity Plan (BE-LCP) for the guidance of all DepEd units. Titled Learning Opportunities Shall be Available: The Basic Education Learning Continuity Plan in the Time of COVID-19, the BE-LCP lays down the direction for basic education in the school year 2020-2021 and shall be operationalized on a rolling basis through implementation of various activities at all governance levels of DepEd;

following: 1. face-to-face; 2. printed or digital modules delivered to the homes of the learners, or picked up by their parents at designated places, within coordinated schedules;

3. online learning;
4. television or radio-based instruction; and
5. homeschooling;

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WHEREAS, on May 25, 2020, the President, as supported by DepEd declared that there will be no face-to-face modality until some conditions are met, and/or until January 2021, depending on the health situation in various localities;

WHEREAS, this shift from face-to-face to distance learning modality including various means to mitigate, and preventing the further spread of COVID-19 necessitates the imposition of various measures such as, but not limited to community quarantines, restrictions on movement, adjustments to normal activities, behaviors, and routines, including the temporary closure of schools, which continues to have adverse and significant medical, physical, political, economic, and psychosocial impacts on our teaching and non-teaching personnel, parents and learners;

WHEREAS, NPI is engaged in the business of manufacture, distribution, and the sale of various food and beverage products;

WHEREAS, NPI is engaged in promoting various socio-civic activities that intend to uplift the welfare of the Filipino teachers and to provide quality basic education to our children;

WHEREAS, NPI hereby commits to perform, carry out, and oversee the implementation of the following programs:

1. Nestlé Wellness Campus Program;
2. MILO Home Court Program; and
3. Laki sa Tibay Program, which includes the printing and distribution of Tibay Learning Modules and DepEd Learning Kits, and the inclusion of product samples in DepEd's learning packets;

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

Article I. NPI'S SPONSORSHIP AND ADVOCACIES IN EDUCATION

1. Nestlé Wellness Campus Program is an advocacy program of NPI in partnership with DepEd which is intended to educate elementary and junior high school learners on nutrition, health, and wellness to establish healthier eating, drinking, and lifestyle habits through:
 - 1.1 the promotion of the following seven timely healthy habits through learning modules covering the topics on nutrition, immunity, hygiene, and environment:
 - 1.1.1 Choose Nutritious and Varied Options,
 - 1.1.2 Manage Portions,
 - 1.1.3 Choose to Drink Water and Milk,
 - 1.1.4 ~~Plan Ahead,~~
 - 1.2 the Nestlé Wellness Campus song and dance to emphasize the seven healthy habits and promote physical fitness at home; and
 - 1.3 the Nestlé Wellness Campus Facebook Group for teachers where they can learn, share and apply the best ideas and practices through webinars, cooking demonstrations, and contests.

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2. The MILO Home Court (MHC) Program is an advocacy to get children into home-based sports programs through the digital platform. Together with partner organizers and experts, MHC empowers parents to engage their children in sports activities that will help ensure their continued holistic development through:

- 2.1 the distribution of the MHC Physical Education (PE) Kits which contain information about the importance of physical fitness and nutrition and three (3) pieces of MILO 24g packs;
- 2.2 the sports instructional videos on basics and fundamentals of thirteen (13) different sports created by MILO's partner sports organizers which are aligned with the Most Essential Learning Competencies (MELCs) under MAPEH for learners aged 7 to 12 years. These videos can be used by MAPEH teachers in helping encourage PE at home. More instructional videos are being developed for future assessment; and
- 2.3 the MILO Champion Habit which is composed of PE activities at home in the form of video modules for elementary school learners. These videos contain different exercises that learners can do.

The MHC sports instructional videos are intended for 5 million elementary learners nationwide.

3. **Laktas Tibay Program** by Bear Brand Fortified Powdered Milk helps to fill in the nutrition and educational support gaps needed to raise healthy Filipino schoolchildren through:

- 3.1 the Tibay Learning Modules to support teachers by providing ready to use K to 12 aligned modules on health and nutrition for Grades 1-3 learners. These modules are composed of nineteen (19) modules with complete package of teaching guide, PowerPoint presentations, video, and worksheets;
- 3.2 printing of DepEd Learning Kits to be distributed to Kindergarten to Grade 3 learners; and
- 3.3 distribution of Nutrition Kits that contain information about micronutrient deficiency and its prevention to support healthy kids and one (1) free "swak pack" of Bear Brand Fortified Powdered Milk.

The DepEd Learning Kits and Nutrition Kits are intended to benefit three hundred thousand (300,000) learners.

Article II. RIGHTS AND RESPONSIBILITIES

1. DepEd shall:

- 1.1 provide policy guidance and directions to ensure the proper implementation of the Program;
- 1.2 designate a committee to coordinate the implementation of this Agreement;
- 1.3 design and submit necessary documents to facilitate selection and identification of beneficiaries for the implementation of the Program;
- 1.4 assist in the evaluation of the implementation of the Program;
- 1.5 coordinate with the NPI in the implementation of the Program, including the acceptance and distribution of the materials;
- 1.6 allow NPI to document portion of the program activities through multi-media and to use the same in its communication materials for television, print, radio, and/or internet/web-based media, in accordance with existing DepEd rules and regulations;

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- 1.7 allow NPI to communicate the partnership with DepEd for this Program on TV, print, radio, and/or internet/web-based media, in accordance with existing DepEd rules and regulations;
- 1.8 provide all needed documentation for the substantiation of the distribution of MHC Kits within 3 weeks from delivery to the DepEd Schools Division Offices (SDOs);
- 1.9 upload the approved video materials on DepEd Commons; and
- 1.10 perform other responsibilities necessary for the effective and efficient implementation of the Program.

2. NPI shall:

- 2.1 designate a Focal Person to coordinate the implementation of this Agreement;
- 2.2 provide funding and volunteer resources following the provisions covering a particular project of the Program;
- 2.3 provide materials and other learning resources to be uploaded on DepEd Commons;
- 2.4 provide DepEd with regular reports, updates, as well as requested data and information (i.e., name, school, contact number, and email address);
- 2.5 select and identify target areas/schools in close coordination with DepEd for the implementation of the program;
- 2.6 take the lead in the implementation of the Program under the guidance and supervision of DepEd; and
- 2.7 perform other responsibilities necessary for the effective and efficient implementation of the Program.

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Article III. EFFECTIVITY AND TERMINATION

This Agreement shall be valid immediately upon signing of all Parties. This Agreement shall have a duration of at least five (5) years, which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties.

Any of the Parties may terminate this Agreement for reasonable grounds upon submission of a formal written notice to the other party at least 30 days before the intended date of termination.

Article IV. CAPACITY AND AUTHORIZATION

Each of the Parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed, or other instruments to which it is a party or by which it is bound and that it hereby assumes a valid and binding obligation of it enforceable in

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In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

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Article VI. LIABILITY AND INDEMNITY

The liability of the Parties for any breach of this Agreement shall be determined in accordance with applicable laws.

Article VII. BREACH OF CONTRACT

Material violation or omission of any of the provisions of this Agreement shall be a ground for termination or rescission of the same without the need for legal or court action.

Article VIII. AMENDMENTS

This Agreement may be amended or modified only in writing upon the consent of all the Parties.

Article IX. SETTLEMENT OF DIFFERENCES

Any difference arising out of this Agreement shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

Article X. DATA PRIVACY

Any use of personal information and/or sensitive personal information by the Parties shall accordingly be protected and treated with confidentiality and privacy, during and even after the termination of this Agreement, consistent with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules and regulations on the matter.

Article XI. INTELLECTUAL PROPERTY

1. All Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines" and other applicable laws and rules governing intellectual property in the Philippines.
2. The Intellectual Property Rights to the outputs stated in this Agreement shall be owned by DepEd. The partner organizations hold DepEd free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties. Attribution shall be given to the partner organization.
3. Any use of the products by the other Party, in relation to this Agreement, shall be limited to promotional materials, which include, but not limited to, brochures, websites and other social media tools, shall be limited to the accomplishment of the objectives of this Agreement and shall require the prior written consent of the concerned Party.

Article XII. MISCELLANEOUS

1. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnerships, agency, trust, or other association of any kind between the Parties of persons referred to herein. The

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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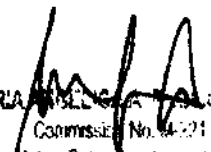
BEFORE ME, a Notary Public for and in Makati personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
ARLENE T. BANTOTO	PASSPORT P1675745A	19 Jan 2017 DFA MANILA

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and who acknowledged to me that the same is their free voluntary act and deed and that of the government entity they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the JAN 6 5 2017 day of JANUARY written above.

NOTARY PUBLIC


MARIA ANGELES
Commission No. 44271
Notary Public for Makati City
Unit 2000 Level 20, 3001
31 Plaza Drive, Northwest District, Alabang City 1200
Rel: No. 62433 - 28 Jan 2014
PTR No. 02-021-1021020-1021020
18 JAN 2017 05:00 PM

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Enclosure

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in QUEZON CITY personally appeared the following:

Name	Government issued ID (Details)	Date and Place Issued
LEONOR MAGTOLIS BRIONES		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and who acknowledged to me that the same is their free voluntary act and deed and that of the government entity they represent.

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

[Signature]
NOTARY PUBLIC
ATTY. EMARISTO B. URBINA
NOTARY PUBLIC
UNTIL DEC. 31, 2021
PTR No. T188813/1-4-21
Rb# No. 30589
IBP No. LRN - 03825
TIN # 168-417-241
MCLE COMPLIANCE NO. VI-1136352

DOC. NO. 129
PAGE NO. 27
BOOK NO. 49
SERIES OF 2021

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QUEZON CITY, 08 JAN 2021
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employees of each Party shall remain its employees and the concerned employer shall be solely responsible for the wages, benefits, and emoluments of such employees.

2. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Parties, and any purported assignment made without obtaining such written consent shall be null and void.
3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement as of the date first above written at.

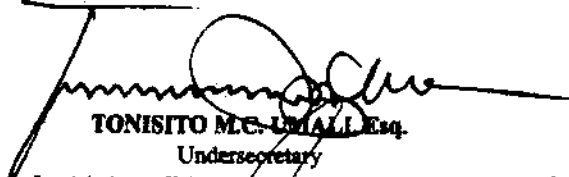
DEPARTMENT OF EDUCATION

NESTLÉ PHILIPPINES, INC.


LEONOR MAGTOLIS BRIONES
Secretary


ARLENE TAN BANTOTO
Senior Vice President and Head of Corporate
Affairs

SIGNED IN THE PRESENCE OF:


TONISITO M.C. UMALI Esq.
Undersecretary
Legislative Affairs, External Partnerships and
Project Management Services
QUEZON CITY 08 JAN 2021
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KEVIN E. CARPIO
Corporate Affairs Executive