

JUL 01 2016

DIVISION MEMORANDUM
No. 329, s. 2016

MEMORANDUM OF UNDERSTANDING WITH SAN MIGUEL FOUNDATION ON THE SENIOR HIGH SCHOOL PROGRAM

TO : Assistant Superintendents
Chief Education Program Supervisors
Education Program Supervisors/Coordinators
District Supervisors/OICs
Public Secondary School Heads
All Other Concerned

1. Attached is DepEd Memorandum No. 107, s. 2016, entitled, **MEMORANDUM OF UNDERSTANDING WITH SAN MIGUEL FOUNDATION ON THE SENIOR HIGH SCHOOL PROGRAM**, for your reference and guidance.
2. All secondary school heads under the supervision and control of the Division of Cebu Province are directed to observe full coordination with this Office through the Senior High School (SHS) Focal Person, Mr. Isaiash T. Wagas, EPS (SHS & Private Schools) to avoid overlapping of activities.
3. It is likewise directed that proposal for partnership and cooperation with the identified industry and/or entities must be in accordance with the approved action plan for partnership of the school and/or the division.
4. Wide dissemination and strict compliance of this Memorandum is directed.


RHEA MARIA ANGTUD, Ed. D., CESO VI
Schools Division Superintendent

Telephone Numbers:

Schools Division Superintendent:	(032) 255-6405
Asst. Schools Division Superintendent:	(032) 414-7457
Accounting Section:	(032) 254-2632
Disbursing Section:	(032) 255-4401
Admin/Legal:	(032) 253-7847

Website : www.depedcebuprovince.com
E-mail Add : depedcebuprovince@yahoo.com



Republic of the Philippines
Department of Education

29 JUN 2016

DepEd MEMORANDUM
No. 107, s. 2016

**MEMORANDUM OF UNDERSTANDING WITH SAN MIGUEL FOUNDATION
ON THE SENIOR HIGH SCHOOL PROGRAM**

To: Regional Directors
Schools Division Superintendents
Public Secondary School Heads
All Others Concerned

1. The Department of Education (DepEd) issues the enclosed Memorandum of Understanding (MOU) with San Miguel Foundation (SMF) on the K to 12 Senior High School (SHS) Program.
2. This MOU was crafted to establish a partnership with San Miguel Foundation, as well as San Miguel subsidiaries and employees to contribute and provide support for the implementation of SHS in areas, such as work immersion opportunities, use of facilities, and training of teachers among other supports.
3. All regional and schools division offices, as well as all SHSs are directed to get in touch with San Miguel Foundation, San Miguel Companies and its subsidiaries in their localities to identify potential areas of partnership for the implementation of this MOU.
4. Immediate dissemination of this Memorandum is desired.


BR. ARMIN A. LUISTRO FSC
Secretary

Encl.:
As stated

References:
DepEd Order Nos. 1, s. 2016, and 40, s. 2015

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

EMPLOYEES
SCHOOLS
SENIOR HIGH SCHOOL
STRAND: Strategic Management
TEACHERS
TRAINING PROGRAMS

SMA, DM MOU with San Miguel Foundation on the SHS Program
0446-June 27, 2016

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (The "MOU") is made and entered into this ___ day of _____ 2016 by and between:

REPUBLIC OF THE PHILIPPINES acting through the **DEPARTMENT OF EDUCATION**, with principal office address at DepEd Complex, Meralco Ave., Pasig City, Metro Manila herein represented by its Department Secretary, **Br. Armin A. Luistro FSC**, hereinafter referred to as "**DepEd**";

-and-

SAN MIGUEL FOUNDATION, a non-stock, non-profit corporation duly organized under the laws of the Republic of the Philippines, with principal office address at 40 San Miguel Avenue, Mandaluyong City 1550 Metro Manila, Philippines, represented herein by its Executive Director, **Ms. Camille B. Buenaventura**, hereinafter referred to as "**SMF**".

WITNESSETH:

WHEREAS, Republic Act No. 10533, otherwise known as the "Enhanced Basic Education Act of 2013" and Republic Act No. 10157, otherwise known as the "Kindergarten Education Act" have institutionalized mandatory kindergarten, six years of elementary education, and six years of secondary education as "K to 12", in the Philippines, hereinafter, "K to 12";

WHEREAS, K to 12 includes two years of senior high school which aims to prepare every graduate for further education and training, or for gainful livelihood through employment or entrepreneurship, hereinafter, the "SHS Program";

WHEREAS, the DepEd will fully implement the SHS Program of K to 12 starting School Year 2016-2017 and may partner with industry for its senior high school requirements, such as information on industry job requirements in every province/city/municipality, work immersion for students, use of facilities, training of teachers, and contributions for infrastructure, equipment, and other requirements;

WHEREAS, SMF, as well as its San Miguel subsidiaries and employees, are in a position to provide some or all of the above-mentioned requirements, and are willing to support the DepEd to make the SHS Program successful subject to guidelines to be issued by the DepEd with respect to the implementation of the

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SMF

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SHS Program;

WHEREAS, the DepEd and SMF, hereinafter collectively referred to as "the parties", have recognized the urgent need to collaborate to offer relevant SHS subjects and activities to help every graduate to be ready for higher education and training, or for the world of work through employment or entrepreneurship, as well as to help address the job-skills mismatch in the country.

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

I. RESPONSIBILITIES OF THE PARTIES

A. SMF:

SMF, hereby agrees to assist DepEd in procuring private corporate sponsors and partnerships in connection with the SHS Program, including all or any of the following:

1. The provision of opportunities for work immersion for students, training of teachers, and use of facilities;
2. The provision of assistance in soliciting support and other contributions to address resource gaps; and
3. The provision of job opportunities for applicants who have completed the K to 12 Program from any private or public school in the Philippines subject to the satisfaction of required qualifications.

B. DEPED:

Advise its regional and schools division offices, as well as all the public schools offering SHS regarding this MOU and to encourage them to cooperate with SMF;

Provide assistance in the form of giving advice, data or information, which may be necessary to enable SMF, to effectively implement this MOU and such programs relating hereto.

Assist SMF and its partner companies and corporate sponsors in securing such government incentives, in connection with the implementation of this MOU.

The parties may form a Working Committee composed of representatives from DepEd and SMF to determine the details to implement this MOU.

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II. PROGRESS REPORT

SMF, shall provide the DepEd at least once every six months with updates on the program which they have adopted in accordance with this MOU and their accomplishments in the implementation of the said programs and this MOU.

III. TERM AND TERMINATION

This MOU shall be effective on _____ and shall terminate upon prior written notice to the other party, at least _____ days prior to the intended date of termination.

IV. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTIONS

This MOU shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the parties hereby submit to the exclusive jurisdiction of the competent Courts of Mandaluyong City, to the exclusion of all other courts.

Prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute between them arising from this MOU aimed at seeking preferably out-of-court settlement or resolution of any dispute.

V. AMENDMENTS AND WAIVERS

No provision of this MOU shall be amended, waived, discharged or terminated orally nor may any breach or default under any of the provisions of this MOU be waived or discharged orally but (in each case) only by an instrument in writing signed by or on behalf of the party against whom enforcement of the amendment waiver, discharge or termination is sought. Failure by any party to demand strict compliance with any of the terms and conditions herein stipulated shall not be construed as a waiver thereof. Any waiver shall be in writing and signed by the party making the waiver. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law or by any other agreement between the parties.

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VI. NOTICES

The parties hereby agree that their respective addresses as set forth in page one (1) of this MOU shall be their respective addresses for purposes of notice and demand, if any be required under this MOU or documents and instruments executed pursuant hereto, until and unless another address shall be formally communicated to the other party in writing.

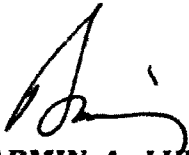
VII. EFFECTIVITY CLAUSE

This Memorandum of Understanding shall take effect upon signing this document.

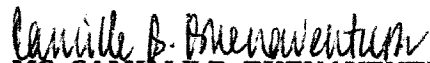
IN WITNESS THEREOF, the parties have hereunto set their hands on the foregoing instrument this ____ day of _____, 2016.

Department of Education

San Miguel Foundation



BR. ARMIN A. LUISTRO FSC
Secretary

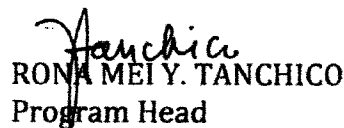


MS. CAMILLE B. BUENAVENTURA
Executive Director

WITNESS/ES



USEC. MARIO A. DERIQUITO
Undersecretary for Partnerships & Linkages
Department of Education



RONA MEI Y. TANCHICO
Program Head
San Miguel Foundation

ACKNOWLEDGEMENT

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


JUN 22 2016
BEFORE ME, a Notary Public for and in MANDALUYONG CITY City, personally appeared on this ___ day of _____ 2016, the following, who are personally known to me and/or identified through competent evidence of identity/ies, to wit:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
Ms. Camille B. Buenaventura	<u>PASSPORT EB5375566</u>	<u>MAY 12, 2014 / DFA MANILA</u>

Known to me and known to be the same persons who executed the foregoing Memorandum of Understanding and they acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument pertains to a Memorandum of Understanding consisting of ___ (___) pages including this page where the Acknowledgement is written.

NOTARY PUBLIC
Doc. No. 365
Page No. 74
Book No. IV
Series of 2016


PAULA KATHERINA A. GAN
 Commission No. 0308-15
 Notary Public for Mandaluyong City
 Until Dec. 31, 2016
 SMC, 40 San Miguel Ave., Mandaluyong City
 Roll No. 55988
 PTR No. 2599895; 01/04/16; Mandaluyong City
 IRP Lifetime Member No. 013353; 02/05/15, Q.C.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

~~QUEZON CITY~~

QUEZON CITY

BEFORE ME, a Notary Public for and in _____ City, personally appeared on this ___ day of ~~JUN 24 2016~~, the following, who are personally known to me and/or identified through competent evidence of identity/ies, to wit:

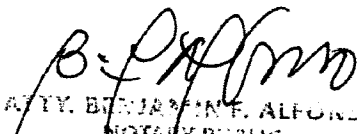
NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
Sec. Br. Armin A. Luistro FSC	<u>PASSPORT DE0010252</u>	<u>APRIL 16, 2014/DFA MANILA</u>

Known to me and known to be the same persons who executed the foregoing Memorandum of Understanding and they acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument pertains to a Memorandum of Understanding consisting of ___ (___) pages including this page where the Acknowledgement is written.

NOTARY PUBLIC

Doc. No. 127
Page No. 186
Book No. 18-A
Series of 2974


ATTY. BENJAMINE E. ALFONSO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 2147797 1/4/2016 - QUEZON CITY
ISP NO. 1025954 1/4/2015 - QUEZON CITY
ROLL NO. 13296
COMMISSION NO. NP-144 (2015-2016) QUEZON CITY
TIN NO. 177-967-619
MCLE EXEMPTED