

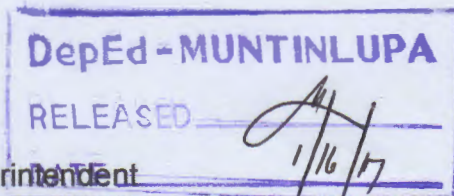


Republic of the Philippines
Department of Education
National Capital Region

SCHOOLS DIVISION OFFICE CITY OF MUNTINLUPA

January 13, 2017

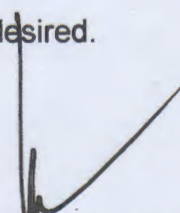
DIVISION MEMORANDUM



TO : OIC – Assistant Schools Division Superintendent
Chief Education Supervisor, School Governance and Operations Division
Chief Education Supervisor, Curriculum Implementation Division
Public Elementary & Secondary School Principals / OICs

EAST WEST (ERWB) MEGAPHONE PROJECT TURN-OVER CEREMONY

1. Attached is DepEd NCR Memorandum dated December 6, 2016, on the above captioned title, contents of which are self-explanatory, for information and guidance of all concerned.
2. Schools Heads are requested to attend the turn-over ceremony of megaphones on February 4, 2017, 1:00 PM at the SDO Conference Room.
3. Enclosed is the copy of the Memorandum of Agreement between the Department of Education-National Capital Region and East West Rural Bank, Inc. (ERB), for reference.
4. Immediate and wide dissemination of this Memorandum is desired.


MAURO C. DE GULAN, Ed. D.
Schools Division Superintendent





Republika ng Pilipinas
 (Republic of the Philippines)
KAGAWARAN NG EDUKASYON
 (DEPARTMENT OF EDUCATION)

PAMBANSANG PUNONG REHIYON
 (NATIONAL CAPITAL REGION)
 Daang Misamis, Bago Bantay, Lungsod Quezon
 (Misamis St., Bago Bantay, Quezon City)

Muntinlupa

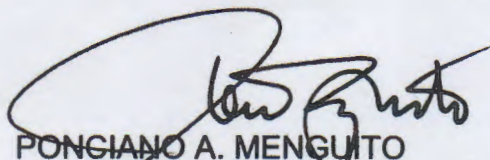
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Department of Education
 National Capital Region

RELEASED
 By: _____
 Date: 12/12/16

MEMORANDUM

TO : SCHOOLS DIVISION SUPERINTENDENTS
 DIVISION ASP COORDINATORS

FROM : 
 PONGIANO A. MENGUITO
 Director IV

DIVISION OF CITY SCHOOLS
 RECEIVED _____
 DATE 12/12/16
 TIME 8:20 AM
CITY OF MUNTINLUPA

SUBJECT : EAST WEST (EWRB) MEGAPHONE PROJECT

DATE : DECEMBER 6, 2016 ✓

1. The East West Rural Bank in partnership with the Department of Education – NCR will donate megaphones to all public schools in NCR to support the Emergency and Disaster Preparedness of the schools.
2. Enclosed is the Memorandum of Agreement for reference. The Division Adopt-A-School Program (ASP) Coordinators are requested to coordinate directly with MS. FLORINDA S. DELA CRUZ, Division Leader-NCR, East West Rural Bank, through telephone number 643-6334 or mobile numbers 0908-8162130/0917-8553247 for the schedule of delivery of megaphones.
3. Utmost support and cooperation of everyone is enjoined.

→
 → WP
 → Memo



Department of Education
National Capital Region
RECORDS AND PUBLICATION UNIT
RECEIVED

By: _____
Date: 25 NOV 2016

25 November, 2016

DR. PONCIANO A. MENGUITO
Director IV-NCR
Department of Education
Bago Bantay, Quezon City

Dear Dr. Menguito;

Good day!

True to the Mission and Vision of East West Rural Bank, that is to provide excellent service and the sincere concern for the lives of our DepEd Teachers and their students, EWRB came up with a project of donating **EWRB MEGAPHONE** to every public school in the National Capital Region as its "**Emergency Weapon & Rescue Buddy**".

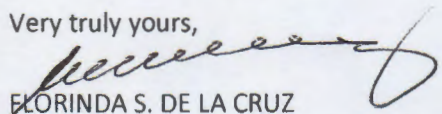
With emergency preparedness as one of any institution's priorities, the school must have the right equipment and tools in place to facilitate communication in times of crisis.

May we request for your endorsement, as the head of the Department of Education – NCR, for the bank to continue the project implementation. We understand that the School Principals are the only officers in the school authorized to request or accept grants or donations from benefactors. Then rest assured that written requests signed by the principals of each school will prompt the bank to include the corresponding institution in its list of beneficiaries and queue the delivery of the EWRB Megaphone.

It has always been a pleasure for East West Rural Bank to be able to contribute to the needs of its chosen market, particularly the DepEd Teachers.

Thank you.

Very truly yours,


FLORINDA S. DE LA CRUZ
Division Leader - NCR

Ref # 6436- dated 11/25/16

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This Memorandum of Agreement is made and executed by and between:

DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION, 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. 1955 otherwise known as "Governance of Basic Education Act of 2001", with principal office at DepEd-NCR, Misamis St., Bago Bantay, Quezon City represented by its Regional Director, PONCIANO A. MENGUITO, herein referred to as "**DepEd-NCR**";

-and-

EAST WEST RURAL BANK, INC. (EWRB), a rural banking corporation duly organized and existing under and by virtue of the laws of the Philippines, which envisions itself to become the preferred rural bank of its three chosen markets: DepEd Teachers, SSS pensioners and small scale entrepreneurs providing them access to financial products and services bearing the brand that is uniquely East West Rural Bank, Inc., with principal business address at 3rd and 4th Floors, East West Bank Building, J.P. Laurel Avenue corner Ifigo Street, Bajada, 8000, Davao City, Philippines, represented herein by its Vice President JO ANN S. DE ASIS, hereinafter referred to as "**EWRB**".

WITNESSETH:

WHEREAS, EWRB as part of its Corporate Social Responsibility (CSR) projects is committed to the improvement of the facility of its beneficiaries (Department of Education);

WHEREAS, EWRB, proposed to donate "megaphones" to every public school in NCR on its desire to achieve an enhanced learning environment to its beneficiaries and addressing the shortage of resources in public schools for its "Emergency and Disaster Preparedness Program.

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 Series of 2003 has been issued by the Department of Finance through the Bureau of Internal Revenue, implementing the Tax incentives Provision of RA 8525;

WHEREAS, The **DepEd**, being responsible in securing resources to make public schools competitive, has been partnering with the private sector entities as well as government agencies and their local units for the development of the public education system in our country;

WHEREAS, **DepEd** recognizes that the donation has for its beneficiaries different schools under the Department of Education. The **DepEd** hereby agrees to consider the said Project as part of the programs contemplated under RA 8525 thereby including the donation of "megaphones" in the tax incentives provision of the aforesaid law;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agrees as follows:

Sec. 1 - THE Project

The project contemplated in this Agreement is the establishment of "megaphones" in different schools under the Department of Education-National Capital Region- in support of "Emergency and Disaster Preparedness Program"-identified and considered by the EWRB as its beneficiaries.

Sec. 2 - UNDERTAKINGS

2.1 OBLIGATIONS OF DepEd:

The DepEd shall:

- a. Provide policy guidance and directions to ensure the proper implementation of the Project;
- b. Coordinate with EWRB in the implementation of the project;
- c. Accept the donation and execute the corresponding Deed of Acceptance through the Schools and Division Superintendent and School Principals, in accordance with the laws and rules on donation to Government, including but not limited to R.A. No. 8525, otherwise known as "Adopt-A-School-Act of 1998";
- d. Assist in the implementation and monitoring of the Project;
- e. Review and endorse the application of EWRB for tax incentives entitlement to the Revenue District Office;
- f. Provide proper management, maintenance and care for the improvement received by the beneficiary schools, through the School Head/s or Principals;
- g. Ensure proper recording or booking-up of donations received by the school through coordination with the School Property Custodian or Division Supply Officer.

2.2 OBLIGATIONS OF EWRB

The EWRB shall:

- a. Provide megaphones to its chosen beneficiaries. EWRB, at its sole discretion, shall identify the beneficiaries of the Project under this Agreement. EWRB also has the sole option to determine the number of megaphone units it will contribute or provide for the Project and the frequency of their deployment or delivery to the target beneficiaries
- b. Shoulder delivery expenses during the deployment of "megaphone units" to its beneficiaries
- c. Comply with all the requirements mandated by RA 8525 and Revenue Regulation No. 10; Series of 2003 for the entitlement of tax incentives;

Sec. 3 - PROJECT BENEFICIARIES

The Project beneficiaries shall be public elementary and secondary schools of the Department of Education-NCR, the list thereof hereto as Annex "A".

Sec. 4 - TERM

This memorandum of agreement shall take effect upon its signing and shall remain in full force and effect during the entire project duration which will be from _____ to _____.

Sec. 5 – CAPACITY, AUTHORIZATION AND FURTHER ASSURANCES

The Parties warrant that their respective representatives are fully authorized to execute this Agreement.

The Parties also covenant and agree that they shall execute and deliver such deeds and other documents and perform such necessary acts as may be required to implement any of the provisions of this Agreement.

Sec. 6 - SEPARABILITY CLAUSE

In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of, enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

Sec. 7 - BREACH OF CONTRACT

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

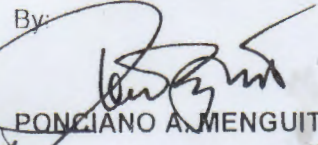
Sec. 8 - AMENDMENTS

No modification or amendment of this Agreement shall be effective unless made in writing and signed by the duly authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties, through their respective representatives, have signed this Memorandum of Agreement at the place and on the date stated at the acknowledgment portions hereof.

DEPARTMENT OF EDUCATION

EAST WEST RURAL BANK, INC.

By: 
PONCIANO A. MENGUITO
Regional Director
DepEd-NCR

JO ANN S. DE ASIS
Vice President
Customer Experience Group

SIGNED IN THE PRESENCE OF:

Name
Position
Group
Department of Education

FLORINDA A. DE LA CRUZ
Division Leader
Customer Experience Group
EastWest Rural Bank, Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
_____)

BEFORE ME, a Notary Public for and in _____, Philippines, this _____, personally appeared: **PONCIANO A. MENGUITO**, showing hereunder competent evidence of identity and Community Tax Certificate:

| CTC No./ Date and Place Issued | Competent Evidence of Identity |
|--------------------------------|--------------------------------|
| CTC No. Issued on at | |

who represented to me to be the same person who executed the foregoing Memorandum of Agreement consisting of FIVE (5) pages including the page on which this acknowledgment is written and she acknowledged to me that the same is her free and voluntary act and deed and that of the DepEd.

WITNESS MY HAND AND SEAL.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2016.

ACKNOWLEDGMENT

Republic of the Philippines)
City of Davao)

BEFORE ME, a Notary Public for and in the City of Davao, Philippines, this _____, personally appeared: **JO ANN S. DE ASIS**, showing hereunder competent evidence of identity and Community Tax Certificate:

| CTC No./ Date and Place Issued | Competent Evidence of Identity |
|--------------------------------|--------------------------------|
| CTC No. Issued on at | |

who represented to me to be the same person who executed the foregoing Memorandum of Agreement consisting of FIVE (5) pages including the page on which this acknowledgment is written and he acknowledged to me that the same is his free and voluntary act and deed and that of the BANK represented.

WITNESS MY HAND AND SEAL.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2016.