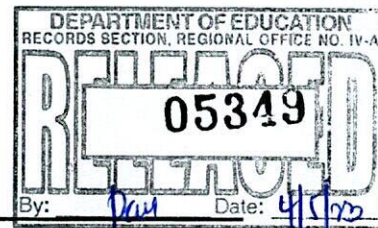




Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON



3 April 2023

**Regional Memorandum**  
No. 183 s. 2023

**CALL FOR NOMINATION FOR NESTLE - BEAR BRAND  
ANG BATANG MATIBAY AWARDS**

To **All Schools Division Superintendents**

1. In reference to the communication from the Director of the External Partnership Service of the Department of Education No. 03-135, s. 2023: "Request for Partnership Support/Assistance for Nestle-Bear Brand Ang Batang Matibay 2023", this office through the Education Support Services Division, encourages the public elementary learners to submit the nomination before June 30, 2023. The guidelines, nomination forms, and other related documents are attached.
2. For further details, email Dove Cometa of the External Partnership Service (EPS) at [externalpartnership@deped.gov.ph](mailto:externalpartnership@deped.gov.ph) and copy furnish [davedinah.cometa@deped.gov.ph](mailto:davedinah.cometa@deped.gov.ph) and Regina Mendoza, Brand Manager at [regine.nario-mendoza@ph.nestle.com](mailto:regine.nario-mendoza@ph.nestle.com).
3. Immediate dissemination of this Memorandum is desired.

**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

03/ROE2



**Address:** Gate 2, Karangalan Village, Cainta, Rizal  
**Telephone Nos.:** 02-8682-5773/8684-4914/8647-7487  
**Email Address:** [region4a@deped.gov.ph](mailto:region4a@deped.gov.ph)  
**Website:** [depedcalabarzon.ph](http://depedcalabarzon.ph)



ESSD-RM-2023-183



Republic of the Philippines  
**Department of Education**

## ROUTING SLIP

This document has been encoded in the DepEd - Document Management System and routed to the appropriate office/s with the following information:

Sender: **External Partnerships Service**  
Subject: **Request for Partnership Support/Assistance for Nestle-Bear Brand ang Batang Matibay Award 2023 Awards**  
Document Code: **CO-EPS-2023-03-11**  
Date and Time Added: **2023-MAR-31 08:30:52 AM**  
Created by: **External Partnerships Service - Office of the Director**



To ensure the traceability and continuity of the document, kindly update all actions taken using the same document code.

DATE (y-m-d)	FROM (Please indicate Name, Position and Office)	FOR (Please indicate Name, Position and Office)	NOTES / RECOMMENDATION / INSTRUCTION	RECEIVED BY (Please indicate Name, Office, Date and Time)






Republic of the Philippines  
**Department of Education**  
EXTERNAL PARTNERSHIPS SERVICE

---

Office the Director  
EPS No. 03-131, s. 2023

FOR : **ALL REGIONAL DIRECTORS  
CONCERNED SCHOOL DIVISION SUPERINTENDENTS  
REGIONAL PARTNERSHIP FOCAL PERSONS**

FROM :   
**MARGARITA CONSOLACION C. BALLESTEROS, PhD**  
Director IV

SUBJECT : **REQUEST FOR PARTNERSHIP SUPPORT/ASSISTANCE FOR  
NESTLE-BEAR BRAND ANG BATANG MATIBAY 2023  
AWARDS**

DATE : **MARCH 30, 2023**

---

The Department of Education (DepEd), through its External Partnerships Service (EPS), in partnership with Nestle Philippines Inc. (NPI)-BEAR BRAND® Fortified Powdered Filled Milk Drink, signed a Memorandum of Agreement (MOA) on January 2021 and a Supplemental Agreement on December 2021. One of the provisions of the said Agreement pertains to the **Ang Batang Matibay Awards**. This is in line with the *Laki sa Tibay 2.0* Program that promotes school nutrition education for parents, teachers and learners. The *Ang Batang Matibay Awards* aims to honor grade school learners who have demonstrated resilience amidst adversities in life.

Bear Brand is on its 5<sup>th</sup> year of conducting the Ang Batang Matibay Awards Program and is now accepting nominations for the 2023 Ang Batang Matibay Awards.

In this regard, we would like to humbly request for your partnership support and assistance to Nestle-Bear Brand on the Ang Batang Matibay 2023 Awards implementation to all public schools nationwide by issuing a memorandum to schools to submit nominations. There is no limit on the number of nominations for qualified participants.

Attached to this memorandum are the following documents:

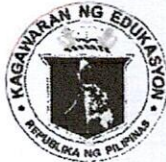
1. Ang Batang Matibay Nomination Form
2. FDA Promo Permit which includes full mechanics
3. Nestle MOA and Supplemental Agreement
4. DM 019, s.2022

---

**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)




Republic of the Philippines  
**Department of Education**  
EXTERNAL PARTNERSHIPS SERVICE

---

Office the Director  
EPS No. \_\_\_\_\_, s. 2023

FOR : **ALL REGIONAL DIRECTORS  
CONCERNED SCHOOL DIVISION SUPERINTENDENTS  
REGIONAL PARTNERSHIP FOCAL PERSONS**

FROM :  **MARGARITA CONSOLACION C. BALLESTEROS, PhD**  
Director IV *Alameda*

SUBJECT : **REQUEST FOR PARTNERSHIP SUPPORT/ASSISTANCE FOR  
NESTLE-BEAR BRAND ANG BATANG MATIBAY 2023  
AWARDS**

DATE : **MARCH 30, 2023**

---

The Department of Education (DepEd), through its External Partnerships Service (EPS), in partnership with Nestle Philippines Inc. (NPI)-BEAR BRAND® Fortified Powdered Filled Milk Drink, signed a Memorandum of Agreement (MOA) on January 2021 and a Supplemental Agreement on December 2021. One of the provisions of the said Agreement pertains to the **Ang Batang Matibay Awards**. This is in line with the *Laki sa Tibay 2.0* Program that promotes school nutrition education for parents, teachers and learners. The *Ang Batang Matibay Awards* aims to honor grade school learners who have demonstrated resilience amidst adversities in life.

Bear Brand is on its 5<sup>th</sup> year of conducting the Ang Batang Matibay Awards Program and is now accepting nominations for the 2023 Ang Batang Matibay Awards.

In this regard, we would like to humbly request for your partnership support and assistance to Nestle-Bear Brand on the Ang Batang Matibay 2023 Awards implementation to all public schools nationwide by issuing a memorandum to schools to submit nominations. There is no limit on the number of nominations for qualified participants.

Attached to this memorandum are the following documents:

1. Ang Batang Matibay Nomination Form
2. FDA Promo Permit which includes full mechanics
3. Nestle MOA and Supplemental Agreement
4. DM 019, s.2022

---

**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)



The draft DepEd Memo issuance on Batang Matibay 2023 Awards is currently being reviewed by various offices in DepEd Central Office. However, Bear Brand is requesting that the submission of nominations will start as early as April 2023 to meet the program timelines.

Should there be any queries regarding the program, your office representative may coordinate with Ms. Dove Cometa of the External Partnerships Service (EPS) via email at [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph) and copy furnish [davedinah.cometa@deped.gov.ph](mailto:davedinah.cometa@deped.gov.ph) and Regine Mendoza, Brand Manager at [regine.nario-mendoza@ph.nestle.com](mailto:regine.nario-mendoza@ph.nestle.com).

Your support to this partnership event is highly appreciated.

Thank you very much.

---

**External Partnerships Service**

GF Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No. (02)8637-8638; Fax No: (02) 8637-8639 ; Email: [externalpartnerships@deped.gov.ph](mailto:externalpartnerships@deped.gov.ph)

**Nestlé Philippines, Inc.**

ADMINISTRATIVE OFFICE:  
NESTLÉ CENTER  
31 PLAZA DRIVE  
ROCKWELL CENTER  
MAKATI CITY 1200

PHONE : (632) 756-30-01; (632) 098-00-01  
FAX :

29 March 2023

**MARGARITA CONSOLACION C. BALLESTEROS**

Director IV  
External Partnerships Service  
Department of Education

Dear Director Ballesteros,

*Isang matibay na pagbati mula sa BEAR BRAND®.*

We are very grateful and excited to continue the partnership with the Department of Education for the **5<sup>th</sup> year of the Batang Matibay Awards**. This program aims to recognize the strength of body, mind and will exhibited by our young learners that will enable them to build the foundation of a better future. This year, we will once again award the 10 public students who show TIBAY to face their challenges in school and life. These winners will receive a college scholarship fund, Php 50,000 cash prize, gift packs from BEAR BRAND® Fortified, and a plaque of recognition. Their schools will likewise receive plaques of recognition, gift packs and laptop computers and TV monitor.

To officially commence this year's awards, we would like to **request your kind office to issue a partnership memo to the Department of Education Regional Offices for the Batang Matibay 2023 Awards Call for Nomination**. A copy of the approved FDA permit and nomination template has been included herewith.

The success of this program is not possible without the support of the Department of Education. We look forward to inspiring and recognizing more BATANG MATIBAY with you.

Very truly yours,  
  
**MARIE ALEXIS LIZARES**  
[Mariealexis.lizares@ph.nestle.com](mailto:Mariealexis.lizares@ph.nestle.com)  
Brand Manager  
Dairy Health and Nutrition Solutions  
**NESTLÉ PHILIPPINES, INC.**





**BEAR BRAND®  
BATANG MATIBAY 2023 AWARDS:  
Nomination Form**

STUDENT NOMINEE:

---

SCHOOL:

---

**NOMINATION CHECKLIST**

- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Nomination Form
- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Consent, Release and Waiver Form
- ☐ Photocopy of the student nominee's report card or transcript of records for the current school year 2021-2022
- ☐ Certificate of Good Moral Character of the student nominee
- ☐ Additional documents to support the nomination, such as proof of involvement in extracurricular activities, leadership roles, or community service.

Place all requirements in a long brown envelope with the student nominee's name and school name on the upper left corner.



**BEAR BRAND®**  
**BATANG MATIBAY 2023 AWARDS:**  
**Nomination Form**

**INSTRUCTIONS:** Please fill out the required information and answer the questions completely. You may use extra sheets of paper if needed. Entries may either be typed or handwritten – for legibility, typed entries are preferred. For handwritten entries, please make sure to use block letters (NOT cursive).

**PANUNTUNAN:** Punan ang mga kinakailangang impormasyon at sagutan nang kumpleto ang mga katanungan. Maaaring gumamit ng karagdagang papel kung kinakailangan. Maaaring i-type or isulat-kamay ang mga sagot – para mas madaling basahin, mas maigi na i-type ang mga sagot. Para sa sulat-kamay na entries, gamitan lamang ng block letters (HINDI cursive).

**STUDENT NOMINEE**

NAME: \_\_\_\_\_

SEX: \_\_\_\_\_ AGE: \_\_\_\_\_

BIRTHDAY: \_\_\_\_\_

GRADE LEVEL: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

FATHER: \_\_\_\_\_

MOTHER: \_\_\_\_\_

2X2 ID PHOTO OF  
NOMINEE

**EXTRA-CURRICULAR INVOLVEMENT (SCHOOL/COMMUNITY)**

**LIST OF ACADEMIC ACHIEVEMENTS**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**LIST OF EXTRA-CURRICULAR ACTIVITIES IN  
SCHOOL (Organization/Clubs, Programs, Sports,  
Etc.)**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**OTHERS:** If applicable, please list down projects that were initiated by the student within his/her school and/or community that made a positive impact.

Kung maaari, mag-lista ng mga proyektong pinangunahan ng estudyante sa kanyang paaralan o komunidad na may mabuting epekto sa kapwa.

\_\_\_\_\_

\_\_\_\_\_





Nestle  
Good Food, Good Life



## NOMINATORS

NAMES OF NOMINATORS:  
(Minimum of 3 faculty members)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

DEPED REGION: \_\_\_\_\_

SCHOOL NAME AND ADDRESS:

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

CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



1. Please tell us about your personal account of how this student demonstrated grit/TIBAY to face different obstacles in his/her life.  
*Maaaring mag-lahad ng iyong personal na karanasan kung paano naipamalas ng estudyante ang kaniyang tibay para harapin ang mga hamon sa buhay.*

2. What makes the story of this student a unique inspiration to his peers and community?  
*Paano nata-tanging inspirasyon ang kuwento ng estudyante sa kanyang kapwa at komunidad?*





Nestlé  
Good Food, Good Life®



We certify that the above information is true and correct.

---

Name and Signature of Faculty Member  
Designation:\_\_\_\_\_

---

Name and Signature of Faculty Member  
Designation:\_\_\_\_\_

---

Name and Signature of Faculty Member  
Designation:\_\_\_\_\_



Nestle  
Good Food, Good Life



## FOR THE STUDENT NOMINEE

1. Tell us about your dreams and aspirations. What are the challenges you face which may hinder in achieving these? How do you overcome these challenges?  
Ilahad mo ang iyong mga pangarap at aspirasyon sa buhay. Anu-ano ang mga kinakaharap mo na maaaring maging hadlang sa pagkamit ng iyong pangarap? Paano mo nalalampasan ang mga pagsubok na ito?

I, \_\_\_\_\_ (Name of Student), certify that the above information is true and correct.

\_\_\_\_\_  
Name and Signature of Student

\_\_\_\_\_  
Name and Signature of Guardian/Parent





**BEAR BRAND®  
BATANG MATIBAY AWARDS:  
CONSENT, RELEASE AND WAIVER FORM**

**PLEASE READ THIS BEFORE SIGNING: TO BE ACCOMPLISHED BY PARENTS / LEGAL GUARDIAN OF THE NOMINEE**

I, \_\_\_\_\_, Filipino, of legal age, residing at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and state that:

1. I voluntarily, freely, and gratuitously agree to the use of \_\_\_\_\_  
Name of child/ward  
image, and likeness for internal and external commercial advertisements and/or marketing communications campaigns ("BEAR BRAND® BATANG MATIBAY AWARDS") of Nestle Philippines Inc. ("NPI").
2. In consideration of my and/or my child/ward's enjoyment and receipt of the benefits resulting from my participation in the Activity, I voluntarily, freely and gratuitously agree to have my and/or my child/ward's photograph and/or video taken (hereinafter referred to as "Materials") and agree to the use of my and/or my child/ward's personal circumstances including but not limited to my and/or my child/ward's name, image, likeness and any matter which my child may disclose as a participant in the Activity, for the development and use of the Materials by NPI and/or its principals. For the avoidance of doubt, I understand that no compensation shall be due to me for any use of the Materials hereunder.
3. NPI and/or its principals can use, exhibit or release the Materials and use any of the foregoing details in the said Materials for the marketing communications campaign, advertising materials and packaging of NPI and/or any NPI products, without limitation as to place, time, use and medium of release, subject to the provisions under paragraph 8 below.
4. NPI and/or its principals shall not be liable for any unauthorized use, reproduction or adaptations by third parties of the Materials or for any unauthorized posting, use, reproduction or adaptation of the same in MMS messages, internet sites such as but not limited to Facebook and other similar media and/or social networking sites. No fee shall be due me for such unauthorized use.
5. NPI and/or its principals shall have the right to and ownership over the titles and interests in and to the Materials. Accordingly, all the intellectual property created and derived from such Materials shall be solely and exclusively owned by NPI and/or its principals, in perpetuity and without limitation as to place, time, medium and use thereof.
6. I am not bound by any written agreement or contract to any person or entity who may restrain me from signing this Consent, Release and Waiver.
7. I am giving permission to NPI and/or its principals to contact me using the contact details I have provided for upcoming promotions and activities of Nestlé Philippines Inc.
8. I understand that personal information about my child/ward shall be supplied to the Organizer, including his/her name, age/date of birth, contact details, photo, school, school division, region and personal circumstances, shall be collected by the Organizer and NPI for purposes of



Nestlé  
Good Food, Good Life



running this Activity. By signing this waiver, I signify my understanding and consent to the following:

- a. I agree and understand that in the course of providing service/s to me or my Child/Ward, NPI shall engage the services of, and/or interact with, other third parties, such as, but not limited to its parent company, affiliated companies, or independent/non-affiliated third parties and service providers, whether local or foreign (collectively referred to as "Representatives").
  - b. NPI may obtain, collect, examine, process, and store copies of my and/or my child/ward's personal information, including sensitive personal information. Any information obtained relative to the authority herein given shall be strictly confidential. The extent of the collection and processing shall be necessary and incidental to the performance of the services related to the Activity;
  - c. NPI may disclose such information to its Representatives to perform the services related to the Activity, for any legitimate business purpose as NPI may deem appropriate, or to communicate with me for any purpose;
  - d. I hereby warrant that we understand our rights and obligations pursuant to the Data Privacy Act and its implementing rules and regulations. I understand that we retain the right to be informed, to access, correction and object to the processing of personal information, as well as the right to complain with the National Privacy Commission.
9. I confirm that my child/ward does not possess the disqualifications for the Batang Matibay Awards.
  10. I fully accept the terms and conditions above including the rules for the Batang Matibay Awards.

---

PARENT/LEGAL GUARDIAN  
NAME AND SIGNATURE





Republic of the Philippines  
Department of Health  
**FOOD AND DRUG ADMINISTRATION**



**NESTLE PHILIPPINES INC.**  
31 Plaza Drive, Rockwell Center,  
Makati City 1800

Tracking No.: 20230131162751  
Date: 20 February 2023

**SALES PROMOTION PERMIT**

Pursuant to Article 116 of Republic Act No. 7394 or The Consumer Act of the Philippines and Section 5 (o) of The Republic Act No. 9711 or The Food and Drug Administration (FDA) Act of 2009, your application for the permit to conduct the sales promotion with details stated hereunder is **GRANTED**.

**DOH-FDA CFRR Permit No. : 0235 s. 2023**

**Promotion Title : 2023 BATANG MATIBAY AWARDS**

**Duration : 20 February to 31 December 2023**

**Coverage : Nationwide**

**Media/Collateral Materials : Promo Materials-Annex "A"1-16**

**Participating Product : See attached valid Certificate of Product Registration-Annex "B"**

This permit shall not be construed as an authorization for print, radio and television advertisement other than the submitted and approved materials. Any other materials must be submitted for evaluation and approval prior to their dissemination.

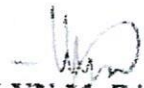
No deviation in the approved promotion details and mechanics shall be made at any time during the effectivity of this permit without prior notice to, and written approval of this Office. Any request for amendment and/or extension should be submitted at least one (1) week before such change takes effect.

This permit is subject to recall or revocation at any time should there be any violation of **Republic Act Nos. 7394 and 9711, Bureau Circular No. 2007-002 (Guidelines in the Use of Nutrition and Health Claims in Food)** and other related laws, rules, regulations and the following condition/s, *to wit*:



1. The approved sales promotion materials/announcements shall contain the phrase **"Per DOH-FDA-CFRR Permit No. 0235 s. 2023"**;
2. An authorized DOH-FDA representative should be invited and/or notified to witness and attest the selection of winners at least one (1) week before the activity. Attestation of DOH-FDA representative is after 12NN if office hours and during Saturdays and Sundays;
3. To comply with the provisions of Executive Order NO. 51 or the Milk Code of the Philippines, its Implementing Rules and Regulations and other related issuances;
4. That no covered products, breastmilk substitutes (infant formula and milk supplement), other milk products, foods and beverages, other related products, advertising materials/items and feeding paraphernalia, such as feeding bottles, teats, soothers, etc., should be promoted during the activity;
5. No claim in the advertisement, promotion and sponsorship, and other marketing activities shall be made other than those contained in the approved label or packaging of the product; and
6. All offices of the DOH-FDA Regional Field Office (DOH-FDA-RFO) should be furnished with a copy of this permit together with the approved mechanics and materials.

*By Authority of the Director General:*

  
PILAR MARILYN M. PAGAYUNAN  
Director IV  
Center for Food Regulation and Research

Amt. Paid: Php 1,010.00  
OR No. : 00062072023140557277  
Date : 07 February 2023  
MMN/TIS \





**BEAR BRAND®**  
**BATANG MATIBAY AWARDS 2023**  
 Call for Nominations

The search for the Philippines' Most Inspiring Schoolchildren  
 Presented by the country's most trusted milk brand,  
 BEAR BRAND® Fortified Powdered Milk Drink,  
 in partnership with the Department of Education

- A. ACTIVITY PERIOD** School Year 2022-2023 (Sep 2022 – Jul 2023)  
**B. CRITERIA FOR JUDGING**

1. A total of ten (10) BEAR BRAND® BATANG MATIBAY 2023 Awardees will be selected based on the following criteria:

Criteria	Percentage
<b>Inspiring Tibay Story</b> <ul style="list-style-type: none"> <li>A student who embodies tibay ng katawan, ng isipan at ng kalooban to face adversities in life as he/she aims to reach for his/her dream: a student who overcomes physical, mental, emotional and social obstacles just to get to, and thrive in school every day.</li> <li>A student who is inspired to do something about his/her life and fully understands the importance of resilience despite obstacles.</li> </ul>	75%
<b>Curricular and Extra Curricular Achievement</b> <ul style="list-style-type: none"> <li>With minimum of 85% general average</li> <li>Involvement in extracurricular projects: school and/or community</li> </ul>	25%
<b>Total</b>	<b>100%</b>

2. The Department of Education and Nestle Philippines, Inc. will do the deliberations for BEAR BRAND® Batang Matibay 2023 Awards. All decisions related to the BEAR BRAND® BATANG MATIBAY 2023 Awards are final and un-appealable.

**C. PRIZES**

1. BEAR BRAND® Batang Matibay 2023 Awardees and their respective elementary schools will win the following prizes:

BEAR BRAND® Batang Matibay 2023 Awardee	<ul style="list-style-type: none"> <li>BEAR BRAND® Batang Matibay 2023 Plaque of Recognition</li> <li>Php 50,000 cash prize</li> <li>BEAR BRAND® Fortified Gift pack</li> <li>College scholarship grant, subject to Terms and Conditions (see Appendix A)</li> </ul>
Elementary School of the BEAR BRAND® Batang Matibay 2023 Awardees	<ul style="list-style-type: none"> <li>BEAR BRAND® Batang Matibay 2023 Plaque of Recognition</li> <li>(1) Laptop computer</li> <li>(1) TV Monitor</li> <li>BEAR BRAND® Fortified Gift pack</li> </ul>

2. Prizes are not convertible to cash and are non-transferable.

**APPROVED**  
 BY: CFRR  
 [Signature]





#### D. WHO CAN BE NOMINATED?

1. BEAR BRAND® Batang Matibay 2023 Awards is open to all enrolled public elementary school students from Grades 5 to 6 for the school year identified, of Filipino citizenship, and currently residing in the Philippines.
2. Disqualifications:

Student nominee must not be related to any of the following:

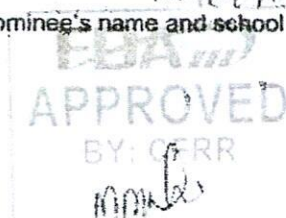
- Teacher nominators within the 2nd degree of consanguinity or affinity .
- Any employee of Nestle Philippines, Inc. its affiliates, sponsors, advertising agencies, event organizers, within 2nd degree of consanguinity or affinity, including adoptive relatives .
- Any employee of the Department of Education within the 2<sup>nd</sup> degree of consanguinity or affinity

#### E. WHO CAN PLACE THE NOMINATIONS?

1. Faculty members in public elementary schools in the Philippines should complete the nomination form by describing the Tibay story of the student and the reasons why the student should be considered for the BEAR BRAND® Batang Matibay 2023 Awards.
2. A Minimum of three (3) members of the school, coming from the teaching personnel, or the administrative heads should endorse the selected student.

#### F. HOW DO YOU NOMINATE?

1. Nominations will be open from March 1 – June 30, 2023.
2. Nomination requirements:
  - a. Fully accomplished BEAR BRAND® Batang Matibay 2023 Nomination Forms:
    - i. Nominators may get a copy of BEAR BRAND® Batang Matibay 2023 Nominations forms from the DepEd Division Offices.
    - ii. Minimum of three (3) teaching personnel, or the administrative heads must sign the nomination form.
    - iii. Accomplished essay of the student nominee.
  - b. 2x2 ID Photo of student nominee.
  - c. Fully accomplished BEAR BRAND® Batang Matibay 2023 Consent, Release and Waiver Form
    - i. Nominators may get a copy of the BEAR BRAND® Batang Matibay 2023 Parent's Consent, Release and Waiver Forms from the DepEd Division Offices.
    - ii. The parent or legal guardian of the student nominee must sign the Consent, Release and Waiver Form.
  - d. Photocopy of the student nominee's report card or transcript of records for the current school year 2022-2023.
  - e. Certificate of Good Moral Character of the student nominee.
  - f. Nominators must submit additional documents to support the nomination, such as proof of involvement in extracurricular activities, leadership roles, or community services and/or projects.
  - g. Organizers have the right to request for additional documentation to assist them in the nomination screening.
3. Place all requirements in a long brown envelope with the student nominee's name and school name on the upper left corner.





4. Submit the duly accomplished BEAR BRAND® Batang Matibay 2023 Nomination documents on or before June 30, 2023, by means of mail or delivery to the respective DepEd Division Offices.

**G. PROGRAM SCHEDULE**

Schedule	Responsible	Dates
Submission of BEAR BRAND® BATANG MATIBAY 2022 nominations	Open to all public elementary schools nationwide	March 2023 – June 2023
Screening and deliberations for BEAR BRAND® BATANG MATIBAY 2022 nominations	DepEd and Nestle Philippines, Inc.	July 2023
Announcement of the BEAR BRAND® BATANG MATIBAY 2022 Awardees	DepEd, Nestle Philippines, Inc. and FDA	August – September 2023
BEAR BRAND® BATANG MATIBAY 2022 Awards Ceremony (Venue: TBC or in-person )	Nestle Philippines, Inc	September – October 31, 2023

\*Dates provided are merely estimates or projections and may be adjusted by no more than 30 calendar days from the last day provided should circumstances require. In case of adjustment, stakeholders will be advised accordingly.

Amr+AB

FBA  
APPROVED  
BY: CFR  
mm



**BEAR BRAND®  
BATANG MATIBAY 2023 AWARDS:  
Nomination Form**

STUDENT NOMINEE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

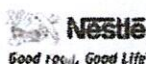
**NOMINATION CHECKLIST**

- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Nomination Form
- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Consent, Release and Waiver Form
- ☐ Photocopy of the student nominee's report card or transcript of records for the current school year 2021-2022
- ☐ Certificate of Good Moral Character of the student nominee
- ☐ Additional documents to support the nomination, such as proof of involvement in extracurricular activities, leadership roles, or community service.

Place all requirements in a long brown envelope with the student nominee's name and school name on the upper left corner.

Amelia Y  
FBA  
APPROVED  
BY: CERR  
mmh  
CO/for





**BEAR BRAND®  
BATANG MATIBAY 2023 AWARDS:  
Nomination Form**

**INSTRUCTIONS:** Please fill out the required information and answer the questions completely. You may use extra sheets of paper if needed. Entries may either be typed or handwritten -- for legibility, typed entries are preferred. For handwritten entries, please make sure to use block letters (NOT cursive).

**PANUNTUNAN:** Punan ang mga kinakailangang impormasyon at sagutan nang kumpleto ang mga katanungan. Maaaring gumamit ng karagdagang papel kung kinakailangan. Maaaring i-type or isulat-kamay ang mga sagot -- para mas madaling basahin, mas maigi na i-type ang mga sagot. Para sa sulat-kamay na entries, gamitan lamang ng block letters (HINDI cursive).

**STUDENT NOMINEE**

NAME: \_\_\_\_\_

SEX: \_\_\_\_\_ AGE: \_\_\_\_\_

BIRTHDAY: \_\_\_\_\_

GRADE LEVEL: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

FATHER: \_\_\_\_\_

MOTHER: \_\_\_\_\_

2X2 ID PHOTO OF  
NOMINEE

**EXTRA-CURRICULAR INVOLVEMENT (SCHOOL/COMMUNITY)**

**LIST OF ACADEMIC ACHIEVEMENTS**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**LIST OF EXTRA-CURRICULAR ACTIVITIES IN  
SCHOOL (Organization/Clubs, Programs, Sports,  
Etc.)**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**OTHERS:** If applicable, please list down projects that were initiated by the student within his/her school and/or community that made a positive impact.

Kung maaari, mag-lista ng mga proyektong pinangunahan ng estudyante sa kanyang paaralan o komunidad na may mabuting epekto sa kapwa.

APPROVED  
BY: CERR  
mmh



### NOMINATORS

NAMES OF NOMINATORS:  
(Minimum of 3 faculty members)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

DEPED REGION: \_\_\_\_\_

SCHOOL NAME AND ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



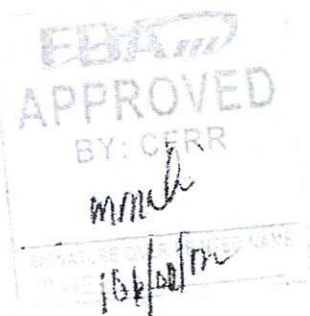


### FOR THE NOMINATORS

1. Please tell us about your personal account of how this student demonstrated grit/TIBAY to face different obstacles in his/her life.  
*Maaaring mag-lahad ng iyong personal na karanasan kung paano naipamalas ng estudyante ang kaniyang tibay para harapin ang mga hamon sa buhay.*

2. What makes the story of this student a unique inspiration to his peers and community?  
*Paano nata-tanging inspirasyon ang kuwento ng estudyante sa kanyang kapwa at komunidad?*

Annex 7





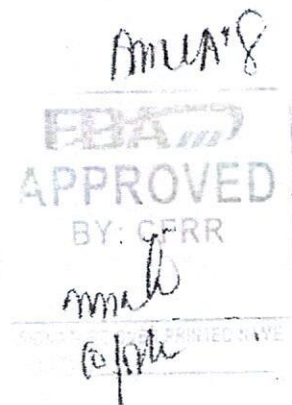


We certify that the above information is true and correct.

\_\_\_\_\_  
Name and Signature of Faculty Member  
Designation: \_\_\_\_\_

\_\_\_\_\_  
Name and Signature of Faculty Member  
Designation: \_\_\_\_\_

\_\_\_\_\_  
Name and Signature of Faculty Member  
Designation: \_\_\_\_\_





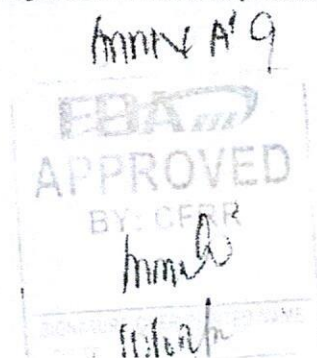
### FOR THE STUDENT NOMINEE

1. Tell us about your dreams and aspirations. What are the challenges you face which may hinder in achieving these? How do you overcome these challenges?  
Ilahad mo ang iyong mga pangarap at aspirasyon sa buhay. Anu-ano ang mga kinakaharap mo na maaaring maging hadlang sa pagkamit ng iyong pangarap? Paano mo nalalampasan ang mga pagsubok na ito?

I, \_\_\_\_\_ (Name of Student), certify that the above information is true and correct.

\_\_\_\_\_  
Name and Signature of Student

\_\_\_\_\_  
Name and Signature of Guardian/Parent





**BEAR BRAND®  
BATANG MATIBAY AWARDS:  
CONSENT, RELEASE AND WAIVER FORM**

**PLEASE READ THIS BEFORE SIGNING: TO BE ACCOMPLISHED BY PARENTS / LEGAL GUARDIAN OF THE NOMINEE**

I, \_\_\_\_\_, Filipino, of legal age, residing at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and state that:

1. I voluntarily, freely, and gratuitously agree to the use of \_\_\_\_\_  
Name of child/ward  
 image, and likeness for internal and external commercial advertisements and/or marketing communications campaigns ("BEAR BRAND® BATANG MATIBAY AWARDS") of Nestle Philippines Inc. ("NPI").
2. In consideration of my and/or my child/ward's enjoyment and receipt of the benefits resulting from my participation in the Activity, I voluntarily, freely and gratuitously agree to have my and/or my child/ward's photograph and/or video taken (hereinafter referred to as "Materials") and agree to the use of my and/or my child/ward's personal circumstances including but not limited to my and/or my child/ward's name, image, likeness and any matter which my child may disclose as a participant in the Activity, for the development and use of the Materials by NPI and/or its principals. For the avoidance of doubt, I understand that no compensation shall be due to me for any use of the Materials hereunder.
3. NPI and/or its principals can use, exhibit or release the Materials and use any of the foregoing details in the said Materials for the marketing communications campaign, advertising materials and packaging of NPI and/or any NPI products, without limitation as to place, time, use and medium of release, subject to the provisions under paragraph 8 below.
4. NPI and/or its principals shall not be liable for any unauthorized use, reproduction or adaptations by third parties of the Materials or for any unauthorized posting, use, reproduction or adaptation of the same in MMS messages, internet sites such as but not limited to Facebook and other similar media and/or social networking sites. No fee shall be due me for such unauthorized use.
5. NPI and/or its principals shall have the right to and ownership over the titles and interests in and to the Materials. Accordingly, all the intellectual property created and derived from such Materials shall be solely and exclusively owned by NPI and/or its principals, in perpetuity and without limitation as to place, time, medium and use thereof.
6. I am not bound by any written agreement or contract to any person or entity who may restrain me from signing this Consent, Release and Waiver.
7. I am giving permission to NPI and/or its principals to contact me using the contact details I have provided for upcoming promotions and activities of Nestle Philippines Inc. *Amor*
8. I understand that personal information about my child/ward shall be supplied to the Organizer, including his/her name, age/date of birth, contact details, photo, school, school division, region and personal circumstances, shall be collected by the Organizer and NPI for purposes of

BY: CFRR

*Amor*





running this Activity. By signing this waiver, I signify my understanding and consent to the following:

- a. I agree and understand that in the course of providing service/s to me or my Child/Ward, NPI shall engage the services of, and/or interact with, other third parties, such as, but not limited to its parent company, affiliated companies, or independent/non-affiliated third parties and service providers, whether local or foreign (collectively referred to as "Representatives").
  - b. NPI may obtain, collect, examine, process, and store copies of my and/or my child/ward's personal information, including sensitive personal information. Any information obtained relative to the authority herein given shall be strictly confidential. The extent of the collection and processing shall be necessary and incidental to the performance of the services related to the Activity;
  - c. NPI may disclose such information to its Representatives to perform the services related to the Activity, for any legitimate business purpose as NPI may deem appropriate, or to communicate with me for any purpose;
  - d. I hereby warrant that we understand our rights and obligations pursuant to the Data Privacy Act and its implementing rules and regulations. I understand that we retain the right to be informed, to access, correction and object to the processing of personal information, as well as the right to complain with the National Privacy Commission.
9. I confirm that my child/ward does not possess the disqualifications for the Batang Matibay Awards.
10. I fully accept the terms and conditions above including the rules for the Batang Matibay Awards.

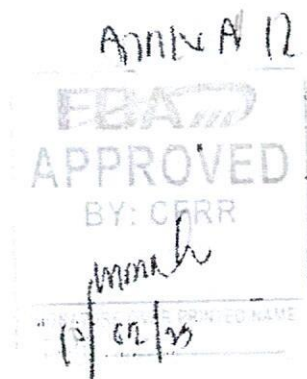
PARENT/LEGAL GUARDIAN  
NAME AND SIGNATURE





#### Appendix A – SCHOLARSHIP GRANT TERMS & CONDITIONS

1. Subject to the amount provided in the succeeding paragraph, the BEAR BRAND Batang Matibay Scholarship Grant (the "Grant") is intended to help pay for tuition fees and/or necessary allowances for the Awardee's college education.
2. The Awardee will be entitled to a maximum amount of P500,000 for his/her entire college education. Scholarship funds not exceeding P125,000 will be disbursed to the Awardee on an annual basis.
3. The Grant may be claimed within 2 years after the Awardee's graduation from Grade 12. Failure to claim within period provided shall result in the forfeiture of the Scholarship Grant.
4. The Awardee must present to the designated representative from BEAR BRAND® Fortified Team a copy of his/her Certificate of Scholarship Grant and proof of admission or reservation of slot in a CHED-accredited institution, or government-owned university or college.
5. Scholarship funds after the first year of college will be disbursed upon submission of proof of enrollment.
6. This Scholarship grant is non-transferrable.





## Appendix B – COLLATERALS

### BEAR BRAND Batang Matibay Facebook Posts

We will post materials on Social Media to drive awareness for the nomination and actual day of the event

#### A. Call for Nomination



#### B. EVENT TEASER

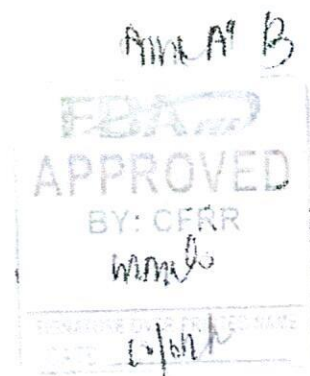
DepEd Philippines  
October 23, 2022

Sama ninyo kami at ang BEAR BRAND sa pagkita sa lumang natatanging mag-aaral mula sa larangang pang-akademik na nag-uambag ng karaming TIBAY sa pag-ARANG MATIBAY sa buhay!

Adangan ngayong Oktubre 27, 3:30 PM sa Facebook page ng DepEd Philippines at "BEAR BRAND" Powdered Milk Drink ang larangang BEAR BRAND Batang Matibay Awards 2022.

#SuongEdukador #DepEdPhilippines #DepEdTaguig

See Translation







**REGIONAL RAODSHOW – Batang Matibay Awards Ceremony, To be held in respective schools/community of the awardee**

**A. AWARDING**



**B. PLAQUES AND CERTIFICATES**



Annex 14

**EBR**  
**APPROVED**  
BY: **CFRR**  
*[Signature]*  
10/1/2022

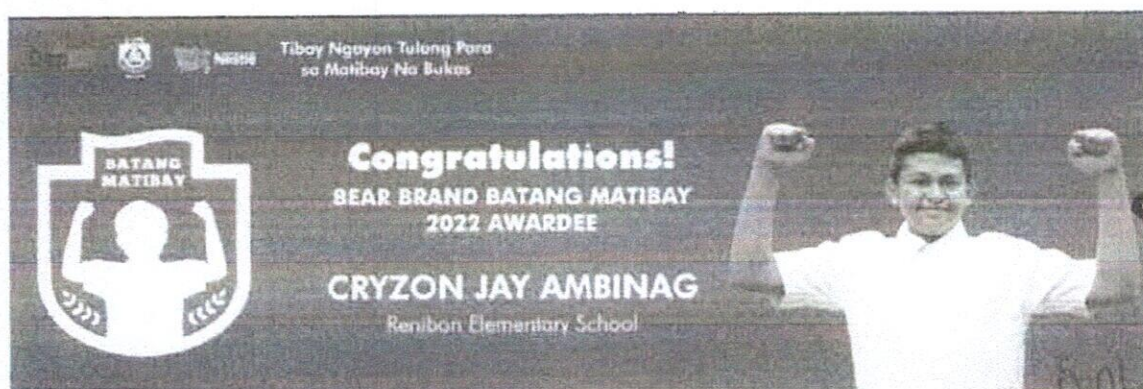


**LIVE PR EVENT – With post event plugs in TV, Radio and Digital**



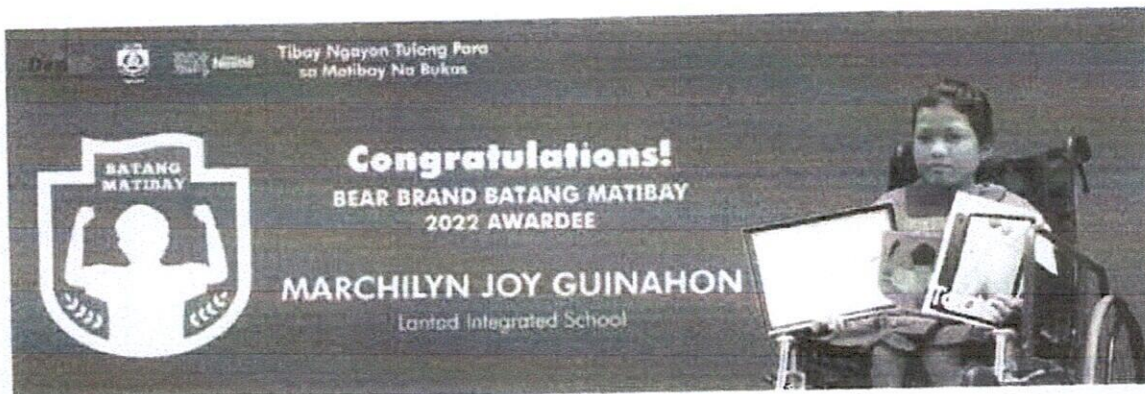
**BEAR BRAND Batang Matibay Streamers**

Given to the families of the children, their schools, and LGUs – samples from 2022 awardees below



EBAND  
APPROVED  
BY CFRR  
Amalix





**BEAR BRAND Batang Matibay Films**  
1 Batang Matibay Film (2022 Batang Matibay Film below)

**BATANG MATIBAY - ELIJAH**  
AUG 22, 2022 - DRAFT 6

UPDATED SCRIPT AS OF AUGUST 25  
\*with builds from Tiny

VO:

Paano na ako ngayong wala na si Papa?

Sabi nida, carbon-copy daw ako ni Papa -  
Masiyatin, natakot, at positive sa buhay.  
Kahit single father siya sa akin, hindi siya napagod alaga mat supukanan ako.  
Marami na sana kaming gagawing dalawa  
Kaya lang... maging siyang nawaia.

Ang una ko ngang tanong, paano na 'ko?  
Mag-isa na lang ba ako sa buhay? Kaya ko ba to?

Pero heto, dalawang taon na mula nang hindi kong nakatama si Papa.  
Miss na miss ko pa rin siya pero nandyan namang sina Lola't Lola para suportado sa akin  
At patuloy kong gagamiting gabay ang mga tinotot si Papa sa akin.

Kaya ako ay kumakaban, natututo pa sa buhay, at tumatibay!  
Ginagalingan ko sa lahat lahi na si pag-aaral ko (Moth can be visual)  
Sumasail din ako sa mga contests, kahit may kaka, kailalaya ko!  
Sabi nga ni Papa - Try lang nang try hanggang masasail sa lahat!  
Kailangan lang tibayan ang loob at magtiwala  
na ang lahat ng problema, may solusyon.

Kaya balang araw, matutopad ko 'yung dinag-usapan namang ni Papa na maging engineer ako.  
Kasi tinutuhan niya akong maging matibay sa isip at sa sahilong kong kakayahan!

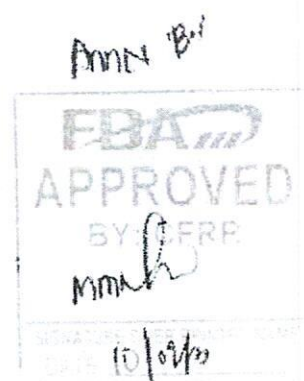
Ako si Elijah,  
Isang batang matibay.  
Kaya kong harapin ang lahat para magtagumpay.

**SUPERS**  
Ang batang matibay.  
Kayang tampasan ang namon ng buhay.





LIST OF PARTICIPATING PRODUCTS		
Product Name	FR Number	CPR Validity
BEAR BRAND		
NESTLÉ® BEAR BRAND® FORTIFIED Powdered Milk Drink	FR-4000008389266	15-Sep-2026
	FR-4000008526270	12 Oct-2026
	FR 4000008702298	23 Nov-2026
	FR-4000008708586	1 Dec 2026
NESTLÉ® BEAR BRAND® FORTIFIED CHOCO MILK DRINK (CHOCOLATE-FLAVORED POWDERED MILK DRINK)	FR-4000009219560	29 March 2027



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, hereinafter referred to as the "Agreement", is entered into this 08 day of JAN 2021 at 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**.

### 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 in the nation's development;

**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**, 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";

*per copy*

*an*

*to*

*sh*



**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 implementing issuances, programs, and activities at all governance levels of DepEd;

**WHEREAS**, the BE-LCP provides that lessons may be delivered to the learners, through the following modalities:

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;

*Mercant*

*sha*



**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 Play Actively,
- 1.1.5 Enjoy Meals Together,
- 1.1.6 Care for the Planet, and
- 1.1.7 Keep Good Hygiene.

Composed of 27 modules, these include complete lesson guides, PowerPoint presentations, and printable worksheets which are aligned with the K to 12 Curriculum for Health. These modules are intended for Grades 1 to 10 learners;

- 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.

*Mucan*

*sh*



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. **Laki sa 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 Focal Person to coordinate the implementation of this Agreement;
- 1.3 provide NPI with necessary documents to facilitate selection and identification of target areas/schools, which may include the list of actual learner-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;



- 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.

**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 of trust or other instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

**Article V. SEPARABILITY**

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.

*Kucan*

*shh*



#### **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 a Party's knowledge products by the other Party, in relation to this Agreement, i.e., for academic and promotional materials, which include, but not limited to, logos, brochures, press releases, websites and other social media tools, shall be allowed upon prior written consent of the concerned Party and limited to the accomplishment of the objectives of this Agreement. *Shah*

#### **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


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.

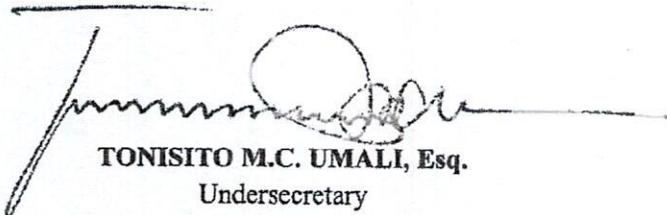
DEPARTMENT OF EDUCATION

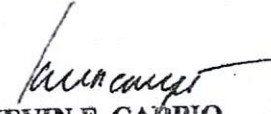
NESTLÉ PHILIPPINES, INC.

  
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 Service

  
KEVIN E. CARPIO  
Corporate Affairs Executive



## 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
<b>LEONOR MAGTOLIS BRIONES</b>	PASSPORT NO. D0001058A	3 SEPT 2016 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 date at the place first written above.

NOTARY PUBLIC  
ATTY. ELLARISTO B. URBINA  
NOTARY PUBLIC  
UNTIL DEC. 31, 2021  
PTR No. 7188813/1-4-21  
Roll No. 30589  
IBP No. LRN - 03825  
TIN # 168-417-241  
MCLE COMPLIANCE NO. VI-1138352

Doc. No. 129  
Page No. 27  
Book No. 49  
Series of 2020  
SERIES OF 2021

*Encarn*

*sha*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

Makati) S.S.

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.

**JAN 07 2021**

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

NOTARY PUBLIC

Doc. No. 2  
Page No. 2  
Book No. 2  
Series of **2020**

  
MARIA ANGELICA A. PAGLICAWAN  
Commission No. M-221  
Notary Public for Makati City  
Until December 31, 2021  
31 Plaza Drive, Rockwell Center, Makati City 1200  
Roll No. 62483 -- 29 April 2013  
PTR 8116071 1/2/2020 Makati City  
IBP No. 101570 1/06/2020

*Kucayan*

*sla*

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is executed this \_\_\_ day of \_\_\_\_\_, 2021 in Pasig City, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, hereinafter referred to as "DepEd", a government entity mandated by law to ensure the delivery of quality basic education, 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 herein by its Secretary, **LEONOR MAGTOLIS BRIONES**;

-and-

**NESTLÉ PHILIPPINES, INC.**, hereinafter referred to as "NPI", an organization organized and existing under the laws of the Republic of the Philippines, with administrative offices at 31 Plaza Drive, Rockwell Center, Makati City, represented in this transaction by its Senior Vice President and Head of Public Affairs, Communications, and Sustainability, **ARLENE T. BANTOTO**.

### WITNESSETH THAT:

**WHEREAS**, the Parties entered into and executed the following agreements to formalize the terms and conditions of the Laki sa Tibay 2.0 Program, a program created and proposed by NPI to the DepEd, in support of the DepEd's Adopt-a-School Program:

- (a) Memorandum of Understanding effective as of September 1, 2017 which sets out the terms and conditions of the Laki Sa Tibay 2.0 Program ("2017 MOU"); and
- (b) Memorandum of Agreement effective as of January 8, 2021 which consolidated NPI's various programs with the DepEd (2021 MOA).

The 2017 MOU and the 2021 MOA shall be referred to collectively as the "Agreements";

**WHEREAS**, the Agreements provide that the terms and conditions thereof may be amended or modified in writing upon the consent of all Parties;

**WHEREAS**, the Parties have agreed to include additional agreements to expand the scope and increase the number of Filipino learners benefitted by the Laki Sa Tibay program in this Supplemental Agreement;

**NOW, THEREFORE**, for and in consideration of the foregoing, the Parties hereto agree as follows:

1. The Laki sa Tibay 2.0 Program mentioned in the 2017 MOU consists of:
  - 1.1 Laki sa Tibay School Nutrition Education Program;
  - 1.2 Digital Modules for interactive learning on the value of nutrition among school-age children inclusive of teachers' training on the use of the platform;
  - 1.3 The Batang Matibay Award; and
  - 1.4 The Tibayanihan Sachet Upcycling Project.
2. The abovementioned Laki sa Tibay School Nutrition Education Program was renamed to "Laki sa Tibay Program" in the 2021 MOA with the following components:
  - 2.1 Tibay Learning Modules;



- 2.2 Printing of DepEd Learning Kits; and
- 2.3 Distribution of Nutrition Kits.

3. To avoid any ambiguity in the nomenclature of the main program vis-à-vis the sub-programs, the Laki sa Tibay 2.0 Program shall be renamed to the "BEAR BRAND FORTIFIED Tibay sa Pag-Aaral Program". BEAR BRAND FORTIFIED is a milk product for school-aged children.
4. As provided in the 2017 MOU, as amended by the 2021 MOA to the extent applicable, the BEAR BRAND FORTIFIED Tibay sa Pag-Aaral Program shall be comprised of the following sub-programs:
  - 4.1. The Laki Sa Tibay Program,<sup>1</sup> which helps to fill in the nutrition and educational support gaps needed to raise healthy Filipino school children, the details of which are set out in the Agreement;
  - 4.2. The Batang Matibay Awards,<sup>2</sup> where DepEd annually facilitates collection of nominations from public schools nationwide to recognize ten (10) outstanding students in Grades 5 & 6 who exemplify 'TIBAY' for school and in life; and
  - 4.3. The TIBAYanihan Sachet Upcycling Program ("TIBAYanihan Program"),<sup>3</sup> where post-consumer BEAR BRAND sachets are upcycled into school chairs and other school items by partner suppliers of NPI, and then distributed to schools identified by DepEd.
5. The rights and obligations of the Parties with respect to the Laki Sa Tibay Program are set out in the 2021 MOA. With respect to the Batang Matibay Awards and the TIBAYanihan Program, the Parties shall have the following rights and obligations:

5.1. Rights and Obligations of the DepEd

5.1.1. For the Batang Matibay Awards:

- 5.1.1.1. provide policy guidance and directions to ensure the proper implementation of the program;
- 5.1.1.2. assist in the implementation, monitoring, and promotion of the program;
- 5.1.1.3. together with NPI, appoint the members of the technical panel and panel of judges for the Batang Matibay Awards;
- 5.1.1.4. together with NPI and through the school teachers, manage the conduct of the program;
- 5.1.1.5. review and approve the guidelines and mechanics of the program formulated by NPI;
- 5.1.1.6. provide NPI with documentation that may be required in securing permits, authorizations, or approvals that are required to implement the program; and
- 5.1.1.7. perform other responsibilities necessary for the effective and efficient implementation of the program.

5.1.2. For the TIBAYanihan Program:

- 5.1.2.1. provide policy guidance and directions to ensure the proper implementation of the program;
- 5.1.2.2. coordinate with NPI on the implementation of program activities, and

<sup>1</sup> Formerly referred to as "Laki sa Tibay School Nutrition Education Program" under the 2017 MOU and referred as "Laki sa Tibay Program" under the 2021 MOA.

<sup>2</sup> Under the 2017 MOU, the word 'TIBAY' is in uppercase format ("Batang MaTIBAY Award"), while in this Supplemental Agreement, the word "tibay" is in lowercase format ("Batang Matibay Awards").

<sup>3</sup> Formerly referred to as "TIBAYanihan Sachet Upcycling Project" under the 2017 MOU and is now called "TIBAYanihan Sachet Upcycling Program" (or "TIBAYanihan Program") under this Supplemental Agreement.

identify the recipients of the school chairs and other school items subject of the program;

- 5.1.2.3. assist in the implementation and monitoring of the program;
- 5.1.2.4. allow the selected schools and student organizations (such as Supreme Student Government (SSG)/Supreme Pupils Government (SPG), Youth for Environment in School Organization (Yes-O) to participate in the program subject to existing DepEd orders, rules and regulations on the matter;
- 5.1.2.5. provide proper management, maintenance, and care for the improvements received by the beneficiary school/s, through the School Head/s or Principals, in close coordination with NPI;
- 5.1.2.6. nominate schools to be tapped for the program every year;
- 5.1.2.7. provide NPI with documentation that may be required in permits, authorizations, or approvals that are required to implement the program; and
- 5.1.2.8. perform other responsibilities necessary for the effective and efficient implementation of the program.

5.2. Rights and obligations of NPI:

5.2.1. For the Batang Matibay Awards:

- 5.2.1.1. provide all requirements for the program, which shall cover awards for the winning learners, and the production of inspiring Tibay Stories;
- 5.2.1.2. together with DepEd, appoint the members of the technical panel and panel of judges for the Batang Matibay Awards;
- 5.2.1.3. together with DepEd and through the school teachers, manage the conduct of the program;
- 5.2.1.4. formulate guidelines and mechanics of the program for approval by DepEd; and
- 5.2.1.5. perform other responsibilities necessary for the effective and efficient implementation of the program.

5.2.2. For the TIBAYanihan Program

- 5.2.2.1. provide all requirements for the program, including logistics for the distribution of school chairs and other school items;
- 5.2.2.2. together with DepEd personnel and/or school personnel in charge of the program, manage the conduct of the program; and
- 5.2.2.3. perform other responsibilities necessary for the effective and efficient implementation of the program.

6. The Parties understand and agree that:

- 6.1. If either Party shall enter the BEAR BRAND FORTIFIED Tibay Sa Pag-Aaral Program, or any of its sub-programs, into any competition, contest, recognition ceremony, publication, or other similar event and publication, it shall ensure that the other Party has given its written consent and that their contributions are properly recognized;
- 6.2. Either Party shall be entitled to use the other Party's logo and/or elements which are the intellectual property of the other Party, for communication materials that are in relation to the BEAR BRAND FORTIFIED Tibay Sa Pag-Aaral Program and its sub-programs. In so doing, the Parties will strictly and faithfully adhere to the representation and appearance previously provided and approved by the respective owner of the logo and/or elements used. Both Parties shall faithfully comply with Article XI (Intellectual Property) of the 2021 MOA.
- 6.3. Both Parties shall be entitled to release communication materials about the BEAR BRAND FORTIFIED Tibay sa Pag-Aaral Program and/or any of its sub-programs, provided that both Parties agree or consent in writing to the contents of such communication materials and are both properly credited and acknowledged in all data,



photos, videos, documentation, communication material, or reports about or relating to the BEAR BRAND FORTIFIED Tibay Sa Pag-Anal Program, or its sub-programs.



7. The term of this Supplemental Agreement shall be co-terminous with the 2021 MOA.
8. All other terms and conditions of the 2017 MOU and 2021 MOA that are not inconsistent with this Supplemental Agreement shall continue to be in full force and effect and shall remain valid and binding between the Parties.

IN WITNESS WHEREFORE, the Parties hereto set their hands on the date first above written.

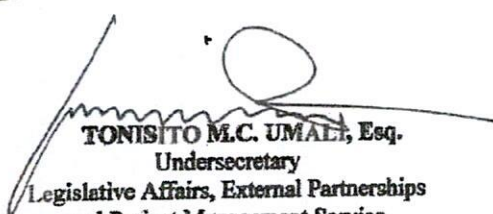
**DEPARTMENT OF EDUCATION**  
(DepEd)

  
**LEONOR MAGTOLIS BRIONES**  
Secretary

**Nestlé PHILIPPINES, INC.**  
(NPI)

  
**ARLENE T. BANTOTO**  
Senior Vice President,   
Head of Public Affairs, Communications and  
Sustainability

SIGNED IN THE PRESENCE OF:

  
**TONISITO M.C. UMALI, Esq.**  
Undersecretary  
Legislative Affairs, External Partnerships  
and Project Management Service

  
**RINA R. TADIAR**  
Brand Manager, BEAR BRAND® Fortified  
Nestlé Philippines, Inc.

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_ personally appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
LEONOR MAGTOLIS BRIONES		
ARLENE T. BANTOTO		

Known to me and to me known to be the same person who executed the foregoing Supplemental 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 corporations they represent respectively. This Supplemental Agreement consists of five (5) pages including this page in which this acknowledgment is written, signed by the parties and their instrumental witnesses every page thereof.

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2021







Republic of the Philippines  
**Department of Education**

25 MAR 2022

DepEd MEMORANDUM  
No. **019**, s. 2022

**ANG BATANG MATIBAY 2022 AWARDS**

To: Undersecretaries  
Assistant Secretaries  
Minister, Basic, Higher, and Technical Education, BARMM  
Bureau and Service Directors  
Regional Directors  
Schools Division Superintendents  
Public Elementary School Heads  
All Others Concerned

1. The Department of Education (DepEd), through its External Partnerships Service (EPS), in partnership with Nestle Philippines Inc. (NPI)-Bear Brand Fortified Powdered Filled Milk Drink signed a Memorandum of Understanding (MOU) in October 2017. One of the provisions of the said MOU pertains to the **Ang Batang Matibay Awards**. This is in line with *Laki sa Tibay 2.0* Program that promotes school nutrition education for parents, teachers, and learners.
2. *Ang Batang Matibay 2022 Awards* aims to honor grade school learners who have demonstrated resilience amidst adversities in life.
3. For the School Year (SY) 2021-2022, DepEd and NPI, through the EPS shall award ten *Ang Batang Matibay* learners, who will be selected from the 16 regions. *Ang Batang Matibay 2022 Awards* shall observe the following schedule:

Date	Activity	Office/Company Responsible
January 20-April 22, 2022	Submission of Bear Brand Batang Matibay 2022 nominations	All public elementary schools nationwide
April 22-May 20, 2022	Screening and deliberations for Bear Brand Batang Matibay 2022 nominations	DepEd and Nestle Philippines, Inc.

4. The Search is open to all Grades 5 and 6 learners from public elementary schools nationwide.
5. The mechanics, criteria, nomination and consent, release and waiver forms for *Ang Batang Matibay 2022 Awards* are provided in the enclosures of this memorandum.
6. Pursuant to the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) Guidelines on the Implementation of Minimum Health Protocols, participants are advised to observe and strictly follow the existing guidelines on health protocol and as may be required by the local government unit.

7. Participation to this activity is subject to the no-disruption-of-classes policy provided under DepEd Order No. 9, s. 2005 titled **Instituting Measures to Increase Engaged Time-on-Task and Ensuring Compliance Therewith.**

8. For submission of nominees and other inquiries, please contact:

Ms. Rina Tadiar  
Brand Manager, Bear Brand Fortified  
Email Address: rinacarmela.tadiar@ph.nestle.com  
Mobile Phone Number: 0966-142-9917

9. Immediate dissemination of this Memorandum is desired.

  
**LEONOR MAGTOLIS BRIONES**  
Secretary  
TM

Encls.:

As stated



Reference:

DepEd Memorandum No. 042, s. 2021

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

LEARNERS  
NUTRITION EDUCATION  
OFFICIALS  
PRIZES AND AWARDS  
SCHOOLS  
SEARCH





**BEAR BRAND®  
BATANG MATIBAY 2022 AWARDS:  
Call for Nominations**



The Search for the Philippines' Most Inspiring Schoolchildren  
Presented by the country's most trusted milk brand,  
BEAR BRAND® Fortified Powdered Milk Drink

**A. ACTIVITY PERIOD:** School Year 2021 - 2022 (Sept 2021 – Jul 2022)

**B. CRITERIA FOR JUDGING**

1. A total of ten (10) BEAR BRAND® BATANG MATIBAY 2022 Awardees will be selected based on the following criteria:

Criteria	Percentage
Inspiring Tibay story – <ul style="list-style-type: none"><li>An optimistic student who overcomes physical, emotional and social obstacles just to get to school everyday</li><li>A student who is inspired to do something about his life and fully understands the importance of resilience</li></ul>	50%
Academic Achievement: Minimum of 85% latest general average	25%
Degree of involvement in non-academic/extracurricular projects: School and/or community	25%
<b>Total</b>	<b>100%</b>

2. The Department of Education and Nestle Philippines, Inc. will do the deliberations for BEAR BRAND® BATANG MATIBAY 2022 Awards. All decisions related to the BEAR BRAND® BATANG MATIBAY 2022 Awards are final and unappealable.

**C. PRIZES**

1. The BEAR BRAND® BATANG MATIBAY 2022 Awardees and their respective elementary schools will win the following prizes:

BEAR BRAND® BATANG MATIBAY 2022 Awardee	<ul style="list-style-type: none"><li>BEAR BRAND® BATANG MATIBAY 2022 Plaque of Recognition</li><li>Php50,000 cash prize</li><li>BEAR BRAND® Fortified gift pack</li><li>College scholarship grant, subject to Terms &amp; Conditions (see Appendix A)</li></ul>
Elementary School of the BEAR BRAND® BATANG MATIBAY 2022 Awardee	<ul style="list-style-type: none"><li>BEAR BRAND® BATANG MATIBAY 2022 Plaque of Recognition</li><li>Laptop computer</li><li>BEAR BRAND® Fortified gift pack</li></ul>

2. Prizes are not convertible to cash and are non-transferable.

#### **D. WHO CAN BE NOMINATED?**

1. BEAR BRAND® BATANG MATIBAY 2022 Awards is open to all officially registered public elementary school students from Grades 5 to 6, of Filipino citizenship, currently residing in the Philippines.
2. Disqualifications:
  - Student nominee must not be related within 2<sup>nd</sup> degree of consanguinity and affinity to any of the teacher nominators.
  - All employees of Nestlé Philippines, Inc., Department of Education, and affiliates, sponsors, advertising agencies, event organizers, spouse, relative within 2<sup>nd</sup> degree of consanguinity and affinity, and legally adopted relative are not allowed to join the activity.

#### **E. WHO CAN PLACE THE NOMINATIONS?**

1. Faculty members/teachers in public elementary schools in the Philippines should complete the nomination form describing the Tibay story of the student nominee and reasons why the student should be considered for the BEAR BRAND® BATANG MATIBAY 2022 Awards.
2. Minimum of 3 teachers should endorse the BEAR BRAND® BATANG MATIBAY 2022 Awards nomination.

#### **F. HOW DO YOU NOMINATE?**

1. Nominations will be open from January 20, 2022 – April 22, 2022.
2. Nomination requirements:
  - Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Nomination Forms:
    - i. Nominators may get a copy of BEAR BRAND® BATANG MATIBAY 2022 Nomination Forms from DepEd Division Offices.
    - ii. Minimum of three (3) teachers must sign the nomination form.
  - 2x2 ID photo of student nominee
  - Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Consent, Release and Waiver Form
    - i. Nominators may get a copy of BEAR BRAND® BATANG MATIBAY 2022 Parent's Consent, Release and Waiver Forms from DepEd Division Offices.
    - ii. The parent or legal guardian of the student nominee must sign the consent, release and waiver form.
  - Photocopy of the student nominee's report card or transcript of records for the current school year 2021-2022
  - Certificate of Good Moral Character of the student nominee
  - Nominators may choose to submit additional documents to support the nomination, such as proof of involvement in extracurricular activities, leadership roles, or community service.
  - Organizers have the right to request for additional documentation to assist them in the nominations screening.
3. Place all requirements in a long brown envelope with the student nominee's name and school name on the upper left corner.
4. Submit the duly accomplished BEAR BRAND® BATANG MATIBAY 2022 nomination documents on or before April 22, 2022 by means of mailing or delivery to the respective DepEd Division Offices.



**G. PROGRAM SCHEDULE**

<b>Schedule</b>	<b>Responsible</b>	<b>Dates</b>
Submission of BEAR BRAND® BATANG MATIBAY 2022 nominations	Open to all public elementary schools nationwide	January 20, 2022 – April 22, 2022
Screening and deliberations for BEAR BRAND® BATANG MATIBAY 2022 nominations	DepEd and Nestle Philippines, Inc.	April 22, 2022 – May 20, 2022
Announcement of the BEAR BRAND® BATANG MATIBAY 2022 Awardees	DepEd and Nestle Philippines, Inc.	May 20 – Jun 20, 2022
BEAR BRAND® BATANG MATIBAY 2022 Awards Ceremony (Venue: TBC, either Facebook Live or in Metro Manila)	Nestle Philippines, Inc.	Aug – Sep 2022



**BEAR BRAND®  
BATANG MATIBAY 2022 AWARDS**



**STUDENT NOMINEE:**

\_\_\_\_\_

**SCHOOL:**

\_\_\_\_\_

**NOMINATION CHECKLIST**

- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Nomination Form
- ☐ 2x2 ID photo of student nominee
- ☐ Fully accomplished BEAR BRAND® BATANG MATIBAY 2022 Consent, Release and Waiver Form
- ☐ Photocopy of the student nominee's report card or transcript of records for the current school year 2021-2022
- ☐ Certificate of Good Moral Character of the student nominee
- ☐ Optional: Additional documents to support the nomination, such as proof of involvement in extracurricular activities, leadership roles, or community service.

Place all requirements in a long brown envelope with the student nominee's name and school name on the upper left corner.





**BEAR BRAND®**  
**BATANG MATIBAY 2022 AWARDS:**  
**Nomination Form**



**INSTRUCTIONS:** Please fill out the required information and answer the questions completely. You may use extra sheets of paper if needed. Entries may either be typed or handwritten – for legibility, typed entries are preferred. For handwritten entries, please make sure to use block letters (NOT cursive).

**PANUNTUNAN:** Punan ang mga kinakailangang impormasyon at sagutan nang kumpleto ang mga katanungan. Maaaring gumamit ng karagdagang papel kung kinakailangan. Maaaring i-type or isulat-kamay ang mga sagot – para mas madaling basahin, mas maigi na i-type ang mga sagot. Para sa mga entries na sulat-kamay, gamitan lamang ng *block letters* (hindi *cursive*).

**STUDENT NOMINEE**

NAME: \_\_\_\_\_

SEX: \_\_\_\_\_ AGE: \_\_\_\_\_

BIRTHDAY: \_\_\_\_\_

GRADE LEVEL: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

FATHER: \_\_\_\_\_

MOTHER: \_\_\_\_\_

2X2 ID PHOTO OF  
NOMINEE

**TEACHER NOMINATORS**

NAMES OF TEACHER NOMINATORS:  
(Minimum of 3 teacher nominators)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

DEPED REGION: \_\_\_\_\_

SCHOOL NAME AND ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



**BEAR BRAND®**  
**BATANG MATIBAY 2022 AWARDS:**  
**Nomination Form**



**QUESTIONS**

1. How is the student an inspiration to other members of the school/community? To the best of your knowledge, please provide details about these instances.

*Paano nagiging inspirasyon ang mag-aaral sa ibang miyembro ng paaralan/komunidad? Base sa iyong kaalaman, magbigay ng salaysay ukol dito.*

---

---

---

---

---

---

---

---

---

---

2. How does this child manifest optimism and determination amidst physical, emotional and social challenges?

*Paano ipinakita ng bata ang pagiging positibo at determinasyon sa gitna ng pisikal, emosyonal at panlipunang hamon.*

---

---

---

---

---

---

---

---

---

---





**BEAR BRAND®**  
**BATANG MATIBAY 2022 AWARDS:**  
**Nomination Form**



3. What specific leadership role(s) does the student play in his/her school and community and how is he/she as a leader? Please describe detailed involvement of the student.  
*Ano ang tiyak na tungkulin bilang isang lider ang ginampanan ng mag-aaral sa kanyang paaralan at komunidad? Ano ang kanyang katangian bilang isang lider? Magbigay ng detalye.*

---

---

---

---

---

---

---

---

---

---

---

---

4. Describe your personal experience with the student. Kindly cite instances when the student inspired you and the community/school he/she belongs to.  
*Ilarawan ang iyong interaksyon sa mag-aaral. Magbigay ng pagkakataon kung saan ang mag-aaral ay naging inspirasyon sa iyo, sa komunidad, at sa kanyang paaralan.*

---

---

---

---

---

---

---

---

---

---

---

---



**BEAR BRAND®**  
**BATANG MATIBAY 2022 AWARDS:**  
**Nomination Form**



5. Why do you think this student deserves to a BEAR BRAND® Batang Matibay 2022 Awardee?  
*Sa iyong palagay, bakit karapat-dapat ang mag-aaral na kilalanin bilang BEAR BRAND® Batang Matibay 2022 Awardee?*

---

---

---

---

---

---

---

---

---

---

---

---

We certify that the above information is true and correct.

\_\_\_\_\_  
Name and Signature of Teacher Nominator

\_\_\_\_\_  
Name and Signature of Teacher Nominator

\_\_\_\_\_  
Name and Signature of Teacher Nominator





**BEAR BRAND®  
BATANG MATIBAY AWARDS:  
CONSENT, RELEASE AND  
WAIVER FORM**



**PLEASE READ THIS BEFORE SIGNING: TO BE ACCOMPLISHED BY PARENTS / LEGAL  
GUARDIAN OF THE NOMINEE**

I, \_\_\_\_\_, Filipino, of legal age, residing at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and state that:

1. I voluntarily, freely, and gratuitously agree to the use of \_\_\_\_\_  
Name of child/ward  
image, and likeness for internal and external commercial advertisements and/or marketing communications campaigns ("BEAR BRAND® BATANG MATIBAY AWARDS") of Nestlé Philippines Inc. ("NPI").
2. In consideration of my and/or my child/ward's enjoyment and receipt of the benefits resulting from my participation in the Activity, I voluntarily, freely and gratuitously agree to have my and/or my child/ward's photograph and/or video taken (hereinafter referred to as "Materials") and agree to the use of my and/or my child/ward's personal circumstances including but not limited to my and/or my child/ward's name, image, likeness and any matter which my child may disclose as a participant in the Activity, for the development and use of the Materials by NPI and/or its principals. For the avoidance of doubt, I understand that no compensation shall be due to me for any use of the Materials hereunder.
3. NPI and/or its principals can use, exhibit or release the Materials and use any of the foregoing details in the said Materials for the marketing communications campaign, advertising materials and packaging of NPI and/or any NPI products, without limitation as to place, time, use and medium of release, subject to the provisions under paragraph 8 below.
4. NPI and/or its principals shall not be liable for any unauthorized use, reproduction or adaptations by third parties of the Materials or for any unauthorized posting, use, reproduction or adaptation of the same in MMS messages, internet sites such as but not limited to Facebook and other similar media and/or social networking sites. No fee shall be due me for such unauthorized use.
5. NPI and/or its principals shall have the right to and ownership over the titles and interests in and to the Materials. Accordingly, all the intellectual property created and derived from such Materials shall be solely and exclusively owned by NPI and/or its principals, in perpetuity and without limitation as to place, time, medium and use thereof.
6. I am not bound by any written agreement or contract to any person or entity who may restrain me from signing this Consent, Release and Waiver.
7. I am giving permission to NPI and/or its principals to contact me using the contact details I have provided for upcoming promotions and activities of Nestlé Philippines Inc.
8. I understand that personal information about my child/ward shall be supplied to the Organizer, including his/her name, school, school division, region and, personal circumstances, shall be collected by the Organizer and NPI for purposes of running this Activity. By signing on this waiver, I signify my understanding and consent to the following:

- a. I agree and understand that in the course of providing service/s to me or my Child/Ward, NPI shall engage the services of, and/or interact with, other third parties, such as, but not limited to its parent company, affiliated companies, or independent/non-affiliated third parties and service providers, whether local or foreign (collectively referred to as "Representatives");
  - b. NPI may obtain, collect, examine, process, and store copies of my and/or my child/ward's personal information, including sensitive personal information. Any information obtained relative to the authority herein given shall be strictly confidential. The extent of the collection and processing shall be necessary and incidental to the performance of the services related to the Activity;
  - c. NPI may disclose such information to its Representatives to perform the services related to the Activity, for any legitimate business purpose as NPI may deem appropriate, or to communicate with me for any purpose;
  - d. I hereby warrant that we understand our rights and obligations pursuant to the Data Privacy Act and its implementing rules and regulations. I understand that we retain the right to be informed, to access, correction and object to the processing of personal information, as well as the right to complain with the National Privacy Commission.
9. I fully accept the terms and conditions.

---

PARENT/LEGAL GUARDIAN  
NAME AND SIGNATURE



## **Appendix A – SCHOLARSHIP GRANT TERMS & CONDITIONS**

1. The BEAR BRAND Batang Matibay Scholarship Grant (the "Grant") will cover tuition fees and allowances for the Awardee's college education.
2. The Awardee will be entitled to a maximum amount of P500,000 for his/her entire college education. Scholarship funds not exceeding P125,000 will be disbursed to the Awardee on an annual basis.
3. The Grant may be claimed within 2 years after the Awardee's graduation from Grade 12. The Awardee must present to the designated representative from BEAR BRAND® Fortified Team a copy of his/her Certificate of Scholarship Grant and proof of admission or reservation of slot in a CHED-accredited institution, or government-owned university or college.
4. Scholarship funds after the first year of college will be disbursed upon submission of proof of enrollment.
5. This Scholarship grant is non-transferrable.