





# Department of Education

REGION IV-A CALABARZON

November 06, 2025

Regional Memorandum No. 845 s. 2025

# REQUEST FOR ASSISTANCE IN THE DISTRIBUTION OF UNILEVER'S MAKULAY ANG BUHAY MATERIALS

# To Schools Division Superintendents

- 1. In reference to the Memorandum from the External Partnerships Service<sup>1</sup>, this Office, through the Education Support Services Division (ESSD), hereby disseminates the request for assistance in the distribution of Unilever's Makulay ang Buhay Materials to public school learners from Grade 1 to 4 enrolled in the School Year 2024-2025.
- 2. The Unilever's Knorr Nutrition Program aims to empower communities and families to appreciate nutritious meals and prepare healthier, flexible dishes with varied ingredients that suit different lifestyles, ultimately helping to reduce child malnutrition.
- 3. Under this program, Unilever seeks to provide the following supplemental learning materials to public elementary schools in Region IV-A CALABARZON:
  - a. **4,248 USB** Makulay ang Buhay Edutainment video show, which was developed by Knorr Unilever through GMA Network Inc. for learners and;
  - b. **6,102 KNP recipe booklet** co-created by Unilever with DOST-FNRI.
- 4. Attached is the proposed allocation for Makulay ang Buhay materials, for reference. All School Division Offices (SDOs) are requested to get their materials from their designated pick-up points located in Malvar Central School, Montecer St, Poblacion, Malvar, Batangas, and San Pedro Central Elementary School, Luna St., Brgy. Poblacion, City of San Pedro, Laguna, from November 17-21, 2025.
- The designated contact persons are PSDS Agrifina Dirain, and Gilbert L. Perez, Principal III at 09399128939 for Malvar Central School, and Lani M. Olan, OIC, San Pedro ES at 0910 842 7138, and Jodelyn Labad, Principal at 09914171763 for San Pedro Central Elementary School.

Request for Assistance in the Distribution of Unilever's Makulay ang Buhay Materials









Email Address: region4a@deped.gov.ph Website: depedcalabarzon.ph



- 6. For inquiries, please get in touch with EPS via email at <a href="mailto:external.partnerships@deped.gov.ph">external.partnerships@deped.gov.ph</a>, copy furnish <a href="mailto:zeny.lastimoza@deped.gov.ph">zeny.lastimoza@deped.gov.ph</a> and <a href="mailto:dian.magbanua@deped.gov.ph">dian.magbanua@deped.gov.ph</a>, or Mr. Ramil G. Ginete, PDO IV at the email address <a href="mailto:essd.calabarzon@deped.gov.oh">essd.calabarzon@deped.gov.oh</a>.
- 7. Immediate dissemination of this Memorandum is desired.

ATTY. ALBERTO T. ESCOBARTE, CESO II

Regional Director

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ANNEX A: MAKULAY ANG BUHAY MATERIALS ALLOCATION AND PICK-UP POINTS

NO.	SDO	USB	JOURNALS	PICK-UP POINT
1	Cavite Province	208	341	
2	Laguna Province	208	340	
3	Rizal Province	207	340	
4	Antipolo City	160	210	
5	Bacoor City	160	210	
6	Binan	160	210	San Pedro Central
7	Cavite City	160	210	Elementary School
8	Dasmarinas	160	210	
9	General Trias	160	210	
10	Imus City	160	210	
11	San Pedro City	160	210	
12	Tayabas City	160	210	
13	Carmona	160	210	
TOTAL		2,223	3,121	

NO.	SDO	USB	JOURNALS	PICK-UP POINT
1	Batangas Province	208	341	
2	Quezon Province	207	340	
3	Batangas City	160	210	
4	Cabuyao	160	210	
5	Calamba	160	210	
6	Lipa City	160	210	Malvar Central School
7	Lucena City	160	210	School
8	San Pablo City	160	210	
9	Sta. Rosa City	160	210	
10	Sto. Tomas	160	210	
11	Tanauan City	160	210	
12	Calaca City	160	210	
	TOTAL	2,015	2,781	

NO.	SDO	USB	JOURNALS	PICK-UP POINT
1	Regional Office	10	200	Regional Office



# REQUEST FOR ASSISTANCE IN THE DISTRIBUTION OF UNILEVER'S MAKULAY AND BUHAY MATERIALS

External Partnerships Service <external.partnerships@deped.gov.ph>

Tue, Oct 14, 2025 at 2:42

PM

To: Region1@deped.gov.ph, region2@deped.gov.ph, region3@deped.gov.ph, region4a@deped.gov.ph, mimaropa region <mimaropa.region@deped.gov.ph>, region5@deped.gov.ph, region6@deped.gov.ph, region7@deped.gov.ph, region8@deped.gov.ph, region9@deped.gov.ph, region11@deped.gov.ph, region11@deped.gov.ph, region12@deped.gov.ph, DepEd Region XIII CARAGA <caraga@deped.gov.ph>, car@deped.gov.ph, DEPED NATIONAL CAPITAL REGION <ncr@deped.gov.ph>, "Negros Island Region (NIR)" <nir@deped.gov.ph>, minedu@bangsamoro.gov.ph

Cc: Graciela Mendoza <graciela.mendoza@deped.gov.ph>, ZENY LASTIMOZA <zeny.lastimoza@deped.gov.ph>, ROLLY SORIANO <rolly.soriano@deped.gov.ph>, Dian Rose Magbanua <dian.magbanua@deped.gov.ph>, External Partnerships Service Office of the Director <eps.od@deped.gov.ph>

# Dear Regional Focal Persons,

Greetings!

This has reference to Unilever's Knorr Program, one of the flagship programs of Unilever with its food brand, Knorr Philippines. This year, they plan to distribute the materials to various DepEd Regional and Division Offices.

**Knorr Nutrition Program** aims to empower communities and families to better appreciate nutritious food among kids and cook healthier meals with varied ingredients in flexible ways that suit different lifestyles among household decision-makers. This is to deliver its goal of bringing children out of malnutrition through education and sustenance anchored on the following Nutrition Strategy: better products, better diets, and better lives.

Under this program, Unilever seeks to provide and distribute the following supplemental learning materials to public elementary schools in different regions:

- 1. 41, 756 USBs Makulay ang Buhay Edutainment video show, which was developed by Knorr Unilever through GMA Network Inc. for learners; and
- 2. 60, 000 KNP recipe booklets co-created by Unilever with DOST-FNRI

In this regard, the External Partnerships Service (EPS) Office respectfully requests your assistance in the distribution of Makulay ang Buhay materials to public school learners from Grades 1 to 4 enrolled in the School Year 2024-2025, as launched in the 46,000 schools of DepEd.

Attached is the signed memo, proposed regional allocation, and a copy of the signed Memorandum of Agreement (MOA) of Unilever for your reference.

For further information and coordination, you may contact Ms. Zeny Lastimoza via email address zeny.lastimoza@deped.gov.ph and copy furnish dian.magbanua@deped.gov.ph.

Thank you very much.

Best Regards,

# DEPARTMENT OF EDUCATION CENTRAL OFFICE EXTERNAL PARTNERSHIPS SERVICE

Rm 118 Mabini Bldg. DepED Complex Meralco Ave., Pasig City

Temporary Address: 16th Floor, Techzone Building, Malugay / Gil Puyat Street Brgy. San Antonio. Makati City

# Your feedback matters to us!

We would like to request you to participate in answering the EPS Client Satisfaction Survey. Please click the following link to access the survey: <a href="https://bit.ly/EPS\_ClientSatisfactionSurvey">https://bit.ly/EPS\_ClientSatisfactionSurvey</a> or you may scan the QR code below.



This communication may contain confidential or privileged information, and is intended solely for the individual or entity to whom it is originally addressed. Any disclosure, copying, dissemination, or any action taken in reliance to it by others, other than the intended recipient, is strictly prohibited. The opinions, conclusions, and statements expressed in this message are those of the sender and may not necessarily reflect the views of the Department of Education.

# 2 attachments



[SIGNED] Memo\_Request for the Distribution of Unilever's Knorr Makulay ang Buhay Materials.pdf 1529K



[SIGNED]MOA\_Unilever Philippines.pdf 302K





#### ORD-UM01-2025-814

# Republic of the Philippines Department of Education EXTERNAL PARTNERSHIPS SERVICE

CO-EPS No.\_\_\_\_\_, s. 2025

TO:

**CONCERNED REGIONAL DIRECTORS** 

Department of Education Regions I, II, III, IV-A, IV-B, V, VI, VII, VIII,

IX, X, XI, XII, XIII, BARMM, CAR, NCR AND NIR

FROM:

GRACIELA E. MENDOZA

Director IV

SUBJECT:

REQUEST FOR ASSITANCE IN THE DISTRIBUTION OF

UNILEVER'S MAKULAY ANG BUHAY MATERIALS

DATE:

October 07, 2025

This has reference to the Unilever's Knorr Nutrition Program, one of the flagship programs of Unilever with its food brand, Knorr Philippines. This year, they plan to distribute the materials to various DepEd Regional and Division Offices.

**Knorr Nutrition Program** aims to empower communities and families meals to better appreciation of nutritious among kids and cook healthier meals with varied ingredients in flexible ways that suit different lifestyles among household decision-makers. This is to deliver its goal of bringing children out of malnutrition through education and sustenance anchored on the following Nutrition Strategy: better products, better diets and better lives.

Under this program, Unilever seeks to provide and distribute the following supplemental learning materials to public elementary schools in different regions:

- 1. **41, 756 USB** Makulay and Buhay Edutainment video show which was developed by Knorr Unilever through GMA Network Inc. for learners; and
- 2. 60, 000 KNP recipe booklet co-created by Unilever with DOST-FNRI

In this regard, the External Partnerships Service (EPS) Office is respectfully *requesting your* assistance in the distribution of Makulay ang Buhay materials to public school learners from Grades 1 to 4 enrolled in the School Year 2024-2025 as launch in the 46, 000 schools of DepEd.

Attached is the proposed regional allocation for Makulay ang Buhay materials for your reference.

For further information and coordination, you may contact us at the EPS via email address external.partnerships@deped.gov.ph, copy furnish zeny.lastimoza@deped.gov.ph and dian.magbanua@deped.gov.ph, or via telephone at (02) 8637 6462/3.

Thank you very much.

Attachment/s:



Region	Address	USB	Journals	Est. Receiving Date	
Region I – Ilocos Region	Government Center, Sevilla, San Fernando City, La Union	2, 255	3, 240	within 13-Oct to 17-Oct	
Region II – Cagayan Valley	Carig Sur, Tuguegarao City, Cagayan	1, 933	2777	within 13-Oct to 17-Oct	
Region III – Central Luzon	Maimpis, Government Center, City of San Fernando, Pampanga	3, 436	4, 937	within 20 Oct – 22-Oct	
Region IV-A – CALABARZON	Gate 2, Karangalan Village, Cainta, Rizal	4, 064	5, 840	within 20 Oct – 22-Oct	
Region IV-B – MIMAROPA	Teacher's Camp, Zone II, Calapan City, Oriental Mindoro	1, 769	2, 541	within 13-Oct to 17-Oct	
Region V – Bicol Region	Regional Center Site, Rawis, Legazpi City, Albay	2, 937	4,220	within 13-Oct to 17-Oct	
Region VI – Western Visayas	Duran Street, Iloilo City, Iloilo	3, 351	4, 816	within 20 Oct - 24-Oct	
Region VII – Central Visayas	Sudlon, Lahug, Cebu City	3, 071	4, 413	within 20 Oct – 24-Oct	
Region VIII – Eastern Visayas	Candahug, Palo, Leyte	2, 957	4, 249	within 20 Oct – 24-Oct	
Region IX – Zamboanga Peninsula	Gov. Alvarez St., Zamboanga City	1, 873	2, 691	within 20 Oct – 24-Oct	
Region X – Northern Mindanao	Masterson Avenue, Upper Balulang, Cagayan de Oro City	2, 051	2, 947	within 20 Oct – 24-Oct	
Region XI – Davao Region	F. Torres Street, Davao City	1, 785	2, 565	within 20 Oct – 24-Oct	
Region XII - SOCCKSARGEN	Carpenter Hill, Koronadal City, South Cotabato	1, 670	2, 400	within 20 Oct – 24-Oct	
Region XIII - CARAGA	J.P. Rosales Avenue, Butuan City, Agusan del Norte	1, 562	2, 244	within 20 Oct – 24-Oct	
BARMM - Bangsamoro	MBHTE-BARMM, Bangsamoro Government Center, Cotabato City	1, 933	2, 777	within 20 Oct – 24-Oct	
CAR – Cordillera Administrative Region	Wangal, La Trinidad, Benguet	1, 379	1, 982	within 13 Oct – 17-Oct	
NCR – National Capital Region	Misamis St., Bago Bantay, Quezon City	1, 923	2, 763	within 20 Oct - 22-Oct	
NIR – Negros Island Region	DepEd NCR NIR Regional Office, Brgy. Batinguel, Dumaguete City	1, 808	2, 597	within 20 Oct – 24-Oct	
TOTAL		41, 756	60, 000		



## MEMORANDUM OF AGREEMENT

#### KNOWN ALL MEN BY THESE PRESENTS:

This I	Memor	andum o	f Agreement,	hereinafter	r referred to a	s the "Agreen	nent," is
entered into between:	this _	day o	f	, 2024 at _	<del></del>	Philippines,	by and
Detween.		1 0 202				•	

The **DEPARTMENT OF EDUCATION**, hereinafter referred to as "DepEd," a government entity mandated by law to ensure the delivery of quality basic education, particularly under 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, herein represented by its Secretary of the Department of Education, **JUAN EDGARDO M. ANGARA**;

-and-

UNILEVER PHILIPPINES, INC. hereinafter referred to as "Unilever," a corporation duly organized and existing under Philippine Laws, with principal address at 7th Floor, Bonifacio Stopover Corporate Centre, 31st Street cor. 2nd Avenue, Bonifacio Global City, Taguig City, represented by its Nutrition Philippines Lead, MARINELLE VILLANUEVA and Philippines Lead for Communications and Corporate Affairs, JOSEPH FABUL;

#### 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

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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 "Adopta-School Act of 1998," was enacted to allow and 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, 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 Decd 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, Unilever is the Philippine subsidiary of British-Dutch multinational company selling fast-moving consumer goods and advocates to make sustainable living commonplace and help people to improve their health and well-being;

WHEREAS, Unilever is a manufacturer of laundry detergents and soaps, shampoos and hair conditioners, toothpastes, deodorants, skin care products, household cleaners, and toilet soaps to meet every need for nutrition, hygiene and personal product care with brands that help people feel good, look good and get more out of life:

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WHEREAS, Unilever is seeking partnership with DepEd to deliver supplemental learning materials for students on nutrition education to aid Unilever's vision in improving and uplifting the general nutrition education of the country through the Knorr Nutrition Program (KNP);

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. UNILEVER'S SPONSORSHIP AND ADVOCACIES IN EDUCATION

The Knorr Nutrition Program (KNP) is one of the flagship programs of Unilever with its food brand, Knorr Philippines. KNP seeks to empower communities and families to gain better appreciation of nutritious eating among kids and cook healthier meals with varied ingredients in flexible ways that suit different lifestyles among household decision-makers. This is to deliver its goal of bringing children out of malnutrition through education and sustenance anchored on the following Nutrition Strategy: better products, better diets, and better lives.

Under this program, Unilever shall provide and distribute the following supplemental learning materials to public elementary schools in different regions:

- 1. Makulay ang Buhay Edutainment video show which was developed by Knorr Unilever through GMA Network Inc. for learners; and
- 2. KNP Recipe booklet co-created by Unilever with DOST-FNRI

# 1. KNP: Makulay ang Buhay (MAB) Edutainment Show

The KNP's MAB Edutainment Show, featuring thirteen (13) fifteen-minute episodes, was launched in 2020 on GMA-7 focused on educating kids the value of nutritious eating. It also provides healthy, delicious recipe ideas for mothers to cook for their family in each episode; these recipes were codeveloped and reviewed by the Department of Science and Technology-Food and Nutrition Research Institute.

- A. Unilever will provide 40,000 USB units containing videos of KNP's Makulay ang Buhay Edutainment Show to DepEd to distribute to their public elementary school beneficiaries, KNB MAB Edutainment Show Videos will also uploaded to DepEd Learning Resource Portal and DepEd Commons.
- B. KNB's MAB Edutainment Show also produced memory retention activites that are fun, engaging and entertaining for kids. Unilever will provide a soft copy to DepEd, with the rights to reproduce the Worksheets.

## 2. KNP Recipe Booklet

KNP recipe booklet contains nutritious, delicious, and affordable recipes that were co-developed and reviewed by Department of Science and Technology-Food and Nutrition Research Institute (DOST-FNRI).

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- A. Unilever will provide 60,000 hard copies of KNP recipe booklet to DepEd for distribution to 46,000 public elementary school beneficiaries, 97 Central Kitchens, with the balance to be utilized in upcoming initiatives of DepEd.
- B. Soft copies of KNP recipe booklet will also be uploaded to DepEd Learning Resources Portal, DepEd Commons and Google Drive. ve.

# Article II. PROGRAM SCOPE AND BENEFICIARY

DepEd and Unilever shall provide access to the KNP's materials to public school learners from Grades 1 to 4 enrolled in the School Year 2024-2025 as a launch in the 46,000 schools of DepEd.

Thereafter, the program will be optimized for the grade school levels that are most receptive to the program.

# Article III. PROGRAM COST

The estimated total cost of the Program is Twenty-Five Million Pesos (Php 25,000,000). A detailed breakdown of the projected cost is provided in the table below.

ACTIVITY	AMOUNT
Production Cost of Makulay Ang Buhay episodes	Php12,000,000.00
Operational Cost for the printing and distribution of KNP hard-copy recipe booklet to public schools' beneficiaries nationwide	Php2,000,000.00
Operational Cost for the acquisition and distribution of Makulay ang Buhay USB units for public school beneficiaries nationwide	Php10,000, 000.00
Miscellaneous Expenses (Donation Turn-Over, Monitoring and Evaluation etc.)	Php1,000,000.00
TOTAL	Php25,000,000.00

The aforementioned cost is just an estimate and shall be subject to validation consistent with RA 8525 and other existing applicable laws, rules, and regulations on the valuation of donated items to educational institutions.

The project cost provided in this agreement is for documentation and record purposes only.

# Article IV. 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 serve as Partnership Coordinator for this Agreement;
- 1.3 assist Unilever in the implementation of the Program;

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- 1.4 review all the learning resource materials subject of this Agreement in relation to DepEd's K to 12 Enhanced Basic Education Curriculum;
- 1.5 facilitate the uploading of Unilever KNP MAB materials in DepEd Learning Resource Portal and DepEd Commons;
- 1.6 facilitate in the distribution of the materials (1) 40,000 MAB USB's and (2) 60,000 KNP Recipe Books; distributed to each of DepEd's 46,000 schools and 97 Central Kitchens;
- 1.7 coordinate with Unilever in the implementation of the Program, including the acceptance of the package of assistance and execution of corresponding Deeds of Acceptance through the School Heads/Principals: and
- 1.8 perform other responsibilities necessary for the effective and efficient implementation of the Program.

#### Unilever shall:

- 2.1 designate a focal person to serve as Partnership Coordinator for this Agreement;
- 2.2 provide funding in accordance with the provisions covering the project of the Program;
- 2.3 provide materials and volunteer resources required for the Program;
- 2.4 provide DepEd with regular reports, updates, as well as requested data and information, that could help provide inputs to enhancing education programming in the partnership; and
- 2.5 perform other responsibilities necessary for the effective and efficient implementation of the Program.

#### Article V. TERM AND TERMINATION

- 1. This Agreement shall be valid immediately effective upon signing of all Parties. This Agreement shall be effective until 31 August 2026. This Agreement may however be extended upon mutual agreement of the Parties.
- 2. Any of the Parties may terminate this Agreement for any ground upon submission of a formal written notice to the other Party at least thirty (30) days before the intended date of termination.

#### Article VI. 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 instrument 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 VII. 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 competent authority, the validity, legality and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

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#### Article VIII. LIABILITY AND INDEMNITY

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

#### Article IX. 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 X. AMENDMENTS

This Agreement may be amended, modified or superseded only upon prior written consent of all the Parties or their duly authorized representatives.

#### Article XI. SETTLEMENT OF DIFFERENCES

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

## Article XII. DATA PRIVACY

The Parties shall comply with RA 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules, and regulations on the matter in the event that personal information and/or sensitive personal information are used under this Agreement.

## Article XIII. 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 "Outputs"), unless otherwise provided in a supplemental agreement. For purposes of this provision, the Parties may specify such Outputs in a supplemental agreement, which shall be deemed part of this Agreement (the "Supplemental Agreement"). Unilever holds DepEd free and harmless from any and all liabilities from copyright infringement claims and/or any other intellectual property claims or suits from third parties for Outputs to be agreed to be owned by Unilever in the Supplementary Agreement. Attrition shall be given to the partner organization.

Notwithstanding the foregoing, the claims of Intellectual Property Rights ownership by DepEd shall exclude all Intellectual Property Rights owned by Unilever and/or its licensors, including GMA-7, including but not limited to any material actually owned by Unilever and/or its licensors that contains their logo(s) and copyrighted material/s.

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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

#### Article XV. MISCELLANEOUS

#### 1. Anti-bribery

Each Party represents and warrants that, in connection with this Agreement, it has not (i) paid or received, nor promised or accepted a promise to pay or receive, a bribe or any other type of improper payment; and (ii) paid or promised to pay in violation of all applicable anti-bribery or anti-corruption laws (including without limitation to Republic Act No. 3019 otherwise known as the Philippine Anti-Graft and Corrupt Practices Act; Republic Act No. 6713 otherwise kown as Philippine Code of Conduct and Ethical Standards for Public Officials and Employees; the United States Foreign Corrupt Practices Act; UK Bribery Act 2010; and any applicable implementing legislation that adopted the Organization for Economic Cooperation and Development Convention Combating Bribery of Foreign Public Offcials). Each party agrees that it will not, and shall procure that its affiliates and their respective employees will not, make, cause to be made, or promise or offer to make or provide, in connection with this Agreement, any improper payment, donation or anything else of value, directly or indirectly: (i) to or for the use or benefit of any government official or government employee (including employees of government-owned or controlled entities or corporations); (ii) to or for the use of any political party, official of a political party or candidate; (iii) to or for any public international organization, or (iv) to or for any party with whom either Party maintains a commercial relationship, or (v) to or for any representative that may transfer a bribe to any of the parties or entities mentioned in (i) thru (iii) above, in order to obtain or retain business or to secure business for a party involved with either Party, or to secure an illegal commercial advantage for either Party.

Notwithstanding any other provision under this Agreement, any misrepresentation or breach of the previous provision by a Party shall constitute a material default hereunder, entitling the other Party to automatically terminate this Agreement. This provision shall be in addition to and not in substitution of any other rights and remedies under this Agreement.

# 2.Environment

Each Party represents and warrants that it shall comply with all applicable laws relating to the environment, including the disposal of materials and discharge of substances or materials into the environment and having an actual or potential effect on any activities related to this Agreement.

## 3. Health and Safety

Each Party represents and warrants that it will comply with all applicable laws, both parties' requirements, approved codes of practice and industry guidance relating to health and safety. A Health and Safety program is in place which sets out arrangements for; the identification, management and control of hazards and risks associated with the activities/services to be provided, training and

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certification of personnel, formal induction and permit processes before work commences, reporting of all incidents and near misses, periodic auditing for compliance to health and safety rules and the effectiveness of health and safety arrangements.

# 4.Other Special Provisions

- 4.1 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.
- 4.2 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.
- 4.3 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.

DEPARTMENT OF EDUCATION

(DepEd)

JUAN EDGARDO M. ANGARA

Secretary

UNILEVER PHILIPPINES,

INC.

(Unilever)

MADINELLE VILLANTIEV

Nutrition Philippines Lead

and Marketing Lead

Unilever Philippines, Inc.

SIGNED IN THE PRESENCE OF:

EPER IRVING C. CORVERA

Undersecretary

Office of the Secretary

ATTY. JOSEPH'R. FABUL

Head of Communications & Corporate

Affairs

Unilever Philippines, Inc.

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)						
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