



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



09 December 2025

Regional Memorandum  
No. 915 s. 2025

**SECOND INSTRUCTION FOR THE IMPLEMENTATION  
OF THE SCHOOL-BASED FEEDING  
PROGRAM (SBFP) FY 2025**

To **Schools Division Superintendents**

1. Relative to OM-OUGOPS-2025-12-06954<sup>1</sup>, this Office, through the Education Support Services Division (ESSD), disseminates the second instruction for the implementation of the School-Based Feeding Program (SBFP) for FY 2025.
2. The attached guidelines provide guidance on the operational and reporting requirements of the SBFP, specifically highlighting the specific areas of concern:
  - a. List of Schools for FY 2025 (SY 2025-2026);
  - b. Progress Report, Procurement Tracker, and Payment for NFP and Milk;
  - c. Monthly Disbursement Plan and Request for Notice of Cash Allowance (NCA);
  - d. Obligation of Funds and Budget Utilization Rate;
  - e. Submission of Catch-up Plan;
  - f. Submission of Approved Cycle Menu;
  - g. Strategies to Catch-up on Missed Feeding Days;
  - h. Submission of Monthly Accomplishment Reports of SDO Technical Assistant I and Administrative Assistant II
  - i. Renewal or Hiring of Personnel under Contract of Services (CoS); and
  - j. FY 2026 Milk Recommendations by the SDOs.
3. For inquiries, please contact Dr. Eduarda M. Zapanta, Chief Education Supervisor, or Ms. Johnalen Aira S. Soberano, Nutritionist-Dietitian II of the Education Support Services Division at email address [essd.calabarzon@deped.gov.ph](mailto:essd.calabarzon@deped.gov.ph).
4. Immediate dissemination of this Memorandum is desired.

03/ROE8

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

<sup>1</sup> Second Instructions for the Implementation of the School-Based Feeding Program (SBFP) FY 2025



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Republika ng Pilipinas  
Department of Education

OFFICE OF THE UNDERSECRETARY FOR GOVERNANCE AND OPERATIONS

MEMORANDUM

OM-OUGOPS-2025-12-06954

FOR : **REGIONAL DIRECTORS  
SCHOOLS DIVISION SUPERINTENDENTS**

FROM : **Roger B. Masapol**  
Assistant Secretary for Governance and Operations –

Education Governance

Officer-in-Charge,

Office of the Undersecretary for Governance and Operations

SUBJECT : **2<sup>ND</sup> INSTRUCTIONS FOR THE IMPLEMENTATION OF THE  
SCHOOL-BASED FEEDING PROGRAM (SBFP) FY 2025**

DATE : October 28, 2025



The Department of Education (DepEd), through the Bureau of Learner Support Services–School Health Division (BLSS-SHD), hereby issues this second set of instructions to provide clear guidance to Regional Offices (ROs) and Schools Division Offices (SDOs) on the operational and reporting requirements of the School-Based Feeding Program (SBFP) 2025.

In line with DepEd's commitment to the efficient and timely implementation of the SBFP 2025, this advisory seeks to standardize processes, promote transparency in fund utilization, and ensure proper monitoring and reporting through clear instructions and uniform mechanisms for all ROs and SDOs.

**Specific Areas of Concern:**

- List of Schools for FY 2025 (SY 2025-2026)** – Validate the number of target beneficiaries and update the no. of actual beneficiaries. All SBFP Focal Persons are requested to update this Excel sheet link <https://tinyurl.com/SBFP-FY2025-ListofSchools> and provide the following information:
  - insert a row and highlight in green if you're including additional schools and adjust the actual number of beneficiaries.
  - highlight in red the rows of schools that are not served by SBFP.
  - check if Nutritious Food Products (NFP) only, Hot meals only or combination of NFP and Hot Meals will be served to the beneficiaries.
- Progress Report, Procurement Tracker, and Payment for NFP and Milk** - To monitor, document, and synchronize the implementation progress, procurement activities, and payment updates for NFP and Milk across regions, field implementers (ROs and SDOs) shall update the merged report and tracker

following the weekly schedule below using this link  
<https://tinyurl.com/MergedProgressReportFY2025>

- **Week 1** – Regions I, II, III, and CAR
- **Week 2** – Regions IV-A, IV-B, V and NCR
- **Week 3** – Regions VI, VII, NIR, and VIII
- **Week 4** – Regions IX, X, XI, XII, and CARAGA

3. **Monthly Disbursement Plan and Request for Notice of Cash Allocation (NCA)**

The SDOs shall prepare the Monthly Disbursement Plan according to the disbursement/payment schedule and shall make sure that the request for NCA shall be made ahead according to the expected payments to be made for the quarter, no longer needing to wait for the billing statements to arrive before the request for NCA is made.

4. **Obligation of Funds and Budget Utilization Rate** - The SDO shall obligate the SBFP funds as soon as the contract is awarded and approved as winning bidder. The funds obligation process for the SBFP begins once a duly signed contract between both contracting parties is secured.

All Schools Division Offices (SDOs) are hereby instructed to utilize the remaining FY 2024 funds and fast-track payments chargeable thereto as soon as possible to prevent the lapse of funds. Likewise, SDOs are directed to immediately obligate the FY 2025 funds and expedite the processing and payment of all related expenditures to ensure the optimal utilization of SBFP funds.

Several suppliers for NFP and Milk have reached out to the Central Office for payments that take about 3 months or more because of the long processing of payments because of incomplete documentation such as the Inspection and Acceptance Report (IAR).

The DepEd ROs are expected to assist, facilitate, and monitor the SDOs throughout the NCA request process. Typically, the NCA is released within a few weeks, provided that all documentation is complete, accurate, and compliant with applicable requirements.

5. **Submission of Catch-up Plan** – SDOs that will start implementation of the regular component this October 2025 and the milk component beyond November 14, 2025 are required to submit a Catch-up Plan on or before October 31, 2025 by email at [sbfp.milk@deped.gov.ph](mailto:sbfp.milk@deped.gov.ph). The catch-up plan template can be accessed through this link: <https://tinyurl.com/Catchup-Plan-Template> for reference.

6. **Submission of Approved Cycle Menu** – Cycle menus approved by the Regional Director shall be uploaded through this link: <https://tinyurl.com/FY-2025-Approved-Cycle-Menus>.

7. For catch up missed feeding days due to **cancellations/suspension of classes** **SDOs and schools shall strategize to deliver the food/milk packs to beneficiaries such as but not limited to:**

- Non-teaching school personnel may distribute the food/milk from the school to the homes of the beneficiaries by hiring workers or contracting local utility

vehicles in the community within reasonable costs chargeable against the school operational expenses or the Schools Division Office (SDO) Program Support Funds (PSF);

- Non-teaching school personnel may coordinate with partners such as the barangay, local government units (LGUs), and non-government organizations (NGOs) to distribute the food and milk packs from the school to the homes of the beneficiaries;
- The SDOs are advised to adjust the consumption of food and milk packs by the beneficiaries by including class suspensions, holidays, semestral breaks and weekends in the counting of feeding days; and
- For goods distributed to the homes of the beneficiaries, non-teaching personnel shall communicate appropriate storage of distributed food items to encourage compliance with food safety standards and to better ensure beneficiaries fully consume the rationed items to obtain the nutritional benefits of the program.

8. For FY 2025 and FY 2026, **All SDOs Technical Assistant I (TA I) and Administrative Assistant (AS II)** shall submit their monthly accomplishments to this link: <https://tinyurl.com/AccomplishmentReports-TAsAS2>

9. All Regional and Schools Division Offices, and Schools shall renew or hire their personnel under Contract of Service (CoS) for FY 2026 which may be charged against the remaining FY 2025 or FY 2026 funds. The draft Terms of Reference (TOR) for the CoS is attached.

#### **10. FY 2026 Milk Recommendations by the SDOs**

In preparation for the SY 2026-2027 SBFP Milk Component Implementation, all SBFP RO and SDO Focal Persons are requested to identify and input the following data through this link <https://tinyurl.com/FY2026MilkRecommendations> on or before November 21, 2025:

- A. Number of Estimated Beneficiaries recommended to receive:
  - a. Pasteurized Milk (PM)
  - b. Sterilized Milk (SMP)
  - c. Commercial Milk (CM)
- B. Number of Feeding Days
- C. Number of Schools
- D. Number of Districts
- E. Number of Drop-Off Points
- F. Milk Price and Packaging preferred
- G. Recommended Supplier
- H. Preferred Batch for Implementation
  - a. Batch 1: July 6 - August 21, 2026
  - b. Batch 2: August 24 – October 9, 2026
  - c. Batch 3: October 12 – December 4, 2026

Pasteurized milk shall be prioritized over sterilized milk, *as far as practicable*. Remote or far-flung schools, mountainous schools, and schools in hard-to-reach areas shall be prioritized for supply of sterilized milk. Powdered or ready-to-drink milk shall be allowed only in schools expressly identified by the SDO and validated by the RO, where the supply of pasteurized or sterilized milk

is rendered impossible because of complete absence of supply, lack of viable delivery routes, impracticable logistical conditions, or other extraordinary and demonstrably justifiable reasons.

For questions and clarifications, please contact Ms. Magdalene Portia T. Cariaga or Ms. Mei-Ling V. Duhig or Mr. Vonerich B. Berba of the Bureau of Learner Support Services-School Health Division (BLSS-SHD) through email at [sbfp@deped.gov.ph](mailto:sbfp@deped.gov.ph) or telephone number (02) 8632-9935.

For strict compliance and guidance of all concerned.

## ANNEX D

### PROCESS AND TERMS OF REFERENCE FOR THE HIRING OF CONTRACT OF SERVICE

#### A. Process of Hiring and Downloading of Funds

The hiring of the proposed COS shall be done by the ROs, SDOs, and Schools following the qualifications stated hereunder. Thus, the payment for the COS shall be made by the ROs, SDOs, and schools.

#### B. Place of Assignment

The SBFP-COS (TA II) shall report to their respective RO to assist the Regional SBFP Focal Persons under the School Health and Nutrition Unit (SHNU) of the Education Support Services Division (ESSD).

The SBFP-COS (TA I) shall report to the SDO on designated days to coordinate with the SDO SBFP Focal Persons under the SGOD-School Health and Nutrition Unit (SGOD-SHNU) but are expected to report to the schools assigned to them to oversee the implementation of SBFP, NSP, and WinS. The SBFP-COS (AS II) shall report to their respective SDOs to assist the SDO-SBFP, NSP, and WinS Focal Persons under the SGOD-School Health and Nutrition Unit (SHNU). There are also TA I assigned to act as School Feeding Coordinators in Central Kitchens (CK) or Central Kitchen Training Centers (CKTCs).

While the SFAs shall report to the specific school that hired them.

#### C. Terms of Reference of the SBFP-COS, Technical Assistant (TA) II

The proposed COS to be hired for the ROs shall have the following terms of reference for the position of TA II:

1. Provides technical and administrative support in delivering efficient and effective plans and activities of SBFP and related programs and activities (Nutrition-Support Program and Water, Sanitation, and Hygiene in Schools).
2. Assists in the integration and harmonization of SBFP policies and programs and related programs and activities in the region;
3. Assists in the monitoring and evaluation as well as preparation of reports on the implementation of SBFP and related programs and activities;
4. Assists in the preparation of technical documents such as concept notes, program plan, activity designs, accomplishment reports, and presentations among others regarding SBFP and related programs and activities in the region;
5. Assists in drafting letters, memoranda, and other types of communications;
6. Assists in the conduct of meetings, seminars, workshops, and trainings of SBFP and related programs and activities;
7. Assists in the coordination with different offices in the Department, other concerned government agencies, partners, and nutrition experts in the implementation of SBFP and related programs and activities as well as in the delivery of nutrition services and interventions;
8. Maintains database of SBFP and related programs and activities;
9. Attends meetings as assigned; and
10. Performs other functions as may be deemed necessary.

The CoS shall be allowed to enjoy flexi-time arrangements, overtime services with approval, claim reimbursements of transportation expenses for SBFP-related activities, and other authorized benefits.

**D. Qualifications of the SBFP-COS, Technical Assistant (TA) II**

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Bachelor's degree relevant to the job (e.g., nutritionist-dietitian, allied health);
2. No training required;
3. No experience required;
4. Graduate of Nutrition and Dietetics is an advantage

**E. Terms of Reference of the Technical Assistant I (TA I)**

The proposed COS to be hired for the SDOs shall have the following terms of reference for the position of Technical Assistant I:

1. Provides technical and administrative support to cluster of schools in delivering efficient and effective plans and activities of SBFP, Nutrition Sensitive Programs (Gulayan sa Paaralan, Integrated School Nutrition Model, and food Safety) and Water, Sanitation, and Hygiene in Schools (WinS).
2. Oversees the implementation of SBFP, NSP, and WinS in the schools;
3. For SBFP:
  - a. Provides technical support to schools in the implementation of the SBFP;
  - b. Conducts regular on-site visits to schools to monitor the SBFP implementation;
  - c. Ensures conduct of and maintenance of school records of baseline and endline nutritional assessment;
  - d. Coordinates with the School Head and the Project Development Officer I (PDO) in for the establishment and operation of a School Core Group;
  - e. Monitors deliveries of food commodities in drop-off points;
  - f. Coordinates with the School Heads that storage areas are clean, safe, pest-free, secured, and well-ventilated;
  - g. Ensures the readiness of the schools to start the feeding activity according to the prescribed timelines;
  - h. Monitors the conduct of the feeding activity or food distribution;
  - i. Conducts random inspection and counting of stored food commodities;
  - j. Ensures that food safety standards in schools are in place and address food safety-related incidents in schools; and
  - k. Monitors and validates SBFP records and forms by schools and ensure timely submission to the SDO.
4. For WinS:
  - a. Provides technical support to schools in the implementation of the WinS Program;
  - b. Conducts regular on-site visits to schools to monitor the implementation of the WinS Program;
  - c. Using the Online Monitoring System (e-OMS), checks the schools' compliance to the WinS standards, including the Three-Star Approach;
  - d. Coordinates with the SDO WinS Coordinators, school heads, local government units, and other stakeholders to ensure a collaborative approach to the implementation of WinS activities;
  - f. Coordinates with the School Head and the PDO I for the establishment and operation of a School Core Group to manage WASH activities;
  - g. Checks records and data on WinS; and
  - h. Assists in addressing concerns during the program implementation, especially when it comes to e-OMS.

5. For NSP:
  - a. Provides technical support to schools in the implementation of NSP components, particularly the Integrated School Nutrition Model (ISNM), *Gulayan sa Paaralan* Program (GPP), and Food Safety;
  - b. Conducts regular on-site visits to schools to monitor the implementation of the NSP;
  - c. Coordinates with the School Head and the PDO I for the establishment and operation of a School Core Group to manage GPP or ISNM;
  - d. Coordinates with the School Heads and PDO I on the maintenance of records of NSP activities, including data on school gardens, ISNM, and food safety;
  - e. Supports the organization and facilitation of training sessions for schools on NSP-related activities such as sustainable gardening, food safety practices, and nutrition education; and
  - f. Assists in the preparation of reports related to NSP.
6. For Central Kitchens:
  - a. Coordinates with the Central Kitchen Focal Person and monitors if the target beneficiaries are finalized and approved and if the documents for the start of feeding such as Cycle Menu, Work and Financial Plan (WFP), Project Procurement Management Plan (PPMP) and other necessary documents are accomplished and ready for submission to SDO;
  - b. Ensures that in the Central Kitchens, there is an established School Core Group and there will be sufficient parents/volunteers who shall help in the whole duration of the Program
  - c. Assists in the orientation of SBFP Implementing guidelines at the school level; and
  - d. Regularly checks the kitchen workflow and ensure completeness of the administrative documents in the central kitchen such as liquidation, recording and reporting of SBFP forms.
  - e. Performs other functions as may be deemed necessary.

The CoS shall be allowed to enjoy flexi-time arrangements, overtime services with approval, claim reimbursements of transportation expenses for SBFP-related activities, and other authorized benefits.

**F. Qualifications of the Technical Assistant (TA) I**

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Bachelor's degree relevant to the job;
2. Physically fit
3. Graduate of Nutrition and Dietetics is an advantage

**G. Terms of Reference of the SBFP-COS, Administrative Support (AS) II**

The proposed COS to be hired for the SDOs shall have the following terms of reference for the position of Administrative Support II:

1. Provides administrative support to ensure efficient operation of SBFP, NSP, and WinS and related activities in the SDO;
2. Carries out administrative duties such as filing, recording, receiving/releasing documents, typing, copying, binding, scanning etc.;

3. Assists in the maintenance of database for SBFP, NSP, and WinS and related programs and activities in the SDO;
4. Assists in the conduct of meetings, seminars, workshops, and trainings of SBFP and related programs and activities;
5. Assists in the monitoring and evaluation as well as preparation of reports on the implementation of SBFP, NSP, and WinS and related programs and activities;
6. Contributes to team effort by accomplishing related results as needed; and
7. Performs other functions as may be deemed necessary.

The CoS shall be allowed to enjoy flexi-time arrangements, overtime services with approval, claim reimbursements of transportation expenses for SBFP-related activities, and other authorized benefits.

**H. Qualifications of the SBFP-COS, Administrative Support (AS) II**

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Completion of at least two years in college; or Senior High School graduate with specialization relevant to the job;
2. No training required; and
3. No experience required

**I. Terms of Reference of the School Feeding Assistant**

The proposed COS to be hired for the schools shall have the following terms of reference for the position of Feeding Assistants:

1. Assists in the food preparation and distribution of meals and/or food commodities in the school and/or Central Kitchen together with the school SBFP core group;
2. Maintains the cleanliness and functionality of all equipment and facilities used for the feeding activity and program, e.g., feeding area, storage area, and food preparation area together with the school SBFP core group;
3. Assists in the conduct of baseline and endline nutritional assessment in schools;
4. Assists in the collection and consolidation of SBFP forms and records accomplished at the school level;
5. Assists in maintaining the school garden and checking of WASH facilities; and
6. Perform other functions as may be deemed necessary

**J. Qualifications of the School Feeding Assistant.**

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Completion of at least Senior High School graduate
2. Physically fit

**K. Issuance of Contract**

The Regional Offices, Schools Division Offices, and schools shall issue the contract (Service Agreement) of the abovementioned COS and execute the same in accordance with the Guidelines on the Hiring of COS issued by the Office of the Secretary, this Department, Civil Service Commission, Commission on Audit, and Department of Budget and Management.

## **L. Supervision of SBFP-COS and School Feeding Assistants**

The TA II shall be under the supervision of the Regional Director thru the Chief, Educational Support Services Division (ESSD) and the Regional SBFP Focal Person.

The TA I shall be under the supervision of the Schools Division Superintendent through the Chief, School Governance and Operations Division (SGOD) and the SBFP Focal Persons.

While the SFAs shall be under the supervision of the School Head and the roving TA I of the SDO.

The SDOs/Principals, shall ensure that the SBFP-COS completes and performs the tasks enumerated above through the submission of an accomplishment report every 15<sup>th</sup> and 30<sup>th</sup> day of the month for uploading through this link:  
<https://tinyurl.com/AccomplishmentReports-TAsAS2>

## **M. Roles and Responsibilities**

The BLSS-SHD shall be responsible for the following:

1. Allocate funds to the SDOs through the ROs to cover the salaries for the period of twelve (12) months;
2. Conducts policy orientation and capacity-building to field offices as deemed necessary;
3. Monitors compliance to this policy;
4. Provides technical assistance to field offices; and
5. Participate, if needed, in the conduct of screening of applicant SBFP-COS.

The Regional Offices/Schools Division Offices shall be responsible for the following:

1. Allocate funding from the SBFP PSF for the salary of the SBFP-COS for twelve (12) months and ensure timely payments of salaries;
2. Conduct screening of the applicants for the SBFP-COS;
3. Prepare and manage the contract of the SBFP-COS, following the prescribed service agreement of the SBFP-COS (See Annex A);
4. Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program;
5. Supervise the SBFP-COS in performing the tasks and ensure that their tasks are in accordance to the TOR; and
6. Review and approve the accomplishment report for submission to BLSS-SHD.

The Schools shall be responsible for the following:

1. Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program, Nutrition Sensitive Programs (NSP), and Water, Sanitation, and Hygiene in Schools (WinS);
2. Supervise the SBFP-COS in performing the tasks according to the TOR;
3. Review and approve the accomplishment report for submission to the SDO; and
4. Allocate funding from the School Operational Expenses for the salary of Feeding Assistants for 175 days and ensure timely payment of salaries.

## **Proposed Service Agreement for COS hiring**

<b>SERVICE AGREEMENT</b>	
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FIRST PARTY		SECOND PARTY				
<b>DEPARTMENT OF EDUCATION (DEPED) REGIONAL OFFICE NO. _____</b>		Name				
Address		TIN				
Representative	(Name of Regional Office Director)	Address				
<b>TERMS AND CONDITIONS</b>						
Office/Place of Assignment	<b>DEPARTMENT OF EDUCATION — REGIONAL OFFICE NO. _____</b>					
Contract Period	January 1 to December 31, 202_____	Comparable Position/Position	<b>TECHNICAL ASSISTANT II/ I/ ADMINISTRATIVE SUPPORT II / SCHOOL FEEDING ASSISTANT</b>			
Basic Service Fee per month	Php 38,000.00/ 28,000.00/Php 22,000.00/Php500/day	Premium Pay	Php 38,000.00/ 28,000.00/Php22,000.00/ Php 500/day			
<b>GENERAL PROVISIONS</b>						
1. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to Php 38,000.00/ Php 28,000 /Php 22,000.00/ Php500/day and is expected to perform the functions detailed in the Terms of Reference attached hereto as Annex "A", which is made an integral part hereof. This notwithstanding, the SECOND PARTY cannot perform work rendered by regular personnel of the FIRST PARTY, unless necessary in the exigency of service.	9. The SECOND PARTY shall perform the services with the highest standards of professionalism, ethical competence, and integrity, and in this regard, strictly comply with the FIRST PARTY's code of conduct and other applicable policies, rules and regulations. The SECOND PARTY shall undergo and must pass the performance evaluation to be conducted by [HIS/HER] immediate supervisor or the department official duly designated by the Secretary. Failure to pass such evaluation may be a ground for termination of this Agreement.					
2. The SECOND PARTY must render work for at least five (5) days a week or whenever required to perform work. The SECOND PARTY must, twice a month,	10. Nothing in this Agreement shall be construed as a guarantee for a permanent position or regularization of the SECOND PARTY. This notwithstanding, the SECOND PARTY may be considered for					

<p>submit to the Personnel Division (PD) [HIS/HER] detailed Accomplishment Report (AR) and Daily Time Record (DTR) signed by [HIS/HER] immediate supervisor.</p>	<p>appointment to vacant plantilla positions in the FIRST PARTY's Organization Structure and Staffing Pattern, subject to existing Civil Service laws, rules and regulations.</p>	
<p>3. The FIRST PARTY may, in its discretion, transfer the SECOND PARTY to another, or additional, place of assignment, in a temporary or permanent capacity, without any change in the emoluments and other monetary privileges, taking into consideration the latter's background and qualifications.</p>	<p>11. During the first six (6) months of effectiveness of this Agreement, the FIRST PARTY shall evaluate the performance of the SECOND PARTY, and upon the results thereof, determine whether or not to continue engaging the services of the latter for the next six (6) months, which shall in no case go beyond the current calendar year, subject to the availability of funds and continued need for the latter's services.</p>	
<p>4. The engagement of the SECOND PARTY shall be governed by the provisions, prohibitions, and limitations, including the qualifications and disqualifications, laid down in existing DEPED Department Orders, and other relevant laws, circulars, and issuances.</p>	<p>12. For the duration of this Agreement and for a period of six (6) months from its expiry or termination, the SECOND PARTY shall be prohibited from being engaged or otherwise employed by any private person or entity that has an existing contract with the FIRST PARTY.</p>	
<p>5. There shall be no employer-employee relationship between the Parties arising from, as a result of, or in relation to this Agreement. The SECOND PARTY shall neither be covered by the Civil Service Rules and Regulations for plantilla or regular personnel, nor shall [HIS/HER] services rendered be credited as government service. Nevertheless, [HE/SHE] shall be covered by the CSC-COA-DBM Joint Circular No.1 s. 2017, as amended, and other relevant and applicable laws, policies, circulars, rules and regulations.</p>	<p>13. The SECOND PARTY may be allowed to travel only if it is: a) local; and b) required in the performance of [his/her] duties, as indicated in the TOR, subject to compliance with applicable laws, rules and regulations. The SECOND PARTY cannot go on official travels abroad at the expense of the government. Similarly, The SECOND PARTY is not entitled to local and foreign training programs, seminars, conferences, and other similar gatherings that are facilitated, conducted, or sponsored at the expense of the FIRST PARTY.</p>	
<p>6. The SECOND PARTY warrants that [HE/SHE] is of good moral standing, and has not been previously dismissed by reason of any administrative or criminal case, and that [HE/SHE] possesses the qualifications, education,</p>	<p>14. The SECOND PARTY shall assign to the FIRST PARTY all intellectual property rights, including, but not limited to, patents, copyright, utility model, and related rights arising from the services that the former will render to the latter, in exchange for the service fee that the SECOND PARTY receives in connection with [HIS/HER] duties and responsibilities under this</p>	

<p>experience, skills, or expertise required to perform the services.</p>	<p>Agreement. The SECOND PARTY shall execute all documents, and do all acts as may be deemed necessary by the FIRST PARTY, to give effect to this provision.</p>	
<p>7. The FIRST PARTY may, from time to time, subject the SECOND PARTY to random tests for prohibited or regulated drugs to ensure [HIS/HER] fitness for the job or work to be performed.</p>	<p>15. The provisions of relevant issuances, circulars, and department orders shall form an integral part hereof. In addition, all relevant laws, rules and regulations also apply and govern this Agreement.</p>	
<p>8. The SECOND PARTY shall not be entitled to the benefits granted to regular plantilla employees, such as PERA, RATA, mid-year bonus, productivity incentive, thirteenth month pay, Christmas bonus, cash gifts, and other similar benefits under pertinent CSC, DBM, and COA laws, directives, policies, circulars, rules, and regulations on the matter.</p>		<p><b>SERVICE FEE, OTHER REMUNERATIONS &amp; FUNDING</b></p>
<p>1. The amounts due to the SECOND PARTY as Service Fee shall be payable in two (2) equal payments, subject to the existing guidelines on payment of Contract of Service, supported by the SECOND PARTY's duly approved AR and DTR, and subject to applicable government taxes.</p> <p>2. The SECOND PARTY may be allowed to claim overtime pay, transportation and other related expenses incurred during official and /or project-related local travels related to SECOND PARTY's functions as may be chargeable against the applicable General Appropriations Act (GAA) funds of the FIRST PARTY covering the period of this Agreement, in accordance with existing DepEd Issuances and Executive Order No. 77, s. 2019, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.</p> <p>3. The SECOND PARTY is entitled to premium pay and other authorized benefits based on their remuneration rate under the contract and in accordance with the existing</p>	<p>All the information received by the SECOND PARTY in connection with the services rendered to the FIRST PARTY, and marked or indicated in any way as proprietary and/or confidential shall not be disclosed or given to any third party. In case of doubt, the information shall be treated as confidential, except under the following circumstances:</p> <p>a. Information already known or obliged by the receiving party by independent means through no breach of any obligation of confidentiality. However, when such information becomes an integral component of the DEPED on any of its undertaking, they shall be deemed as proprietary and/or confidential;</p> <p>b. Information in the public domain;</p> <p>c. Information required to be disclosed by law or pursuant to an order of the Court, or at the direction of any competent government authority; and</p> <p>d. Information that the FIRST PARTY agrees in writing that the SECOND PARTY may disclose to third parties.</p> <p>The foregoing obligation on confidentiality and non-disclosure shall survive and subsist</p>	

<p>guidelines of DepEd, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.</p> <p>4. This Agreement shall be funded from the GAA 2026 SBFP Fund under the <b>School Health Division</b> for the fiscal year covering the effectivity period of this Agreement.</p>	<p>even after the expiration or termination of this Agreement. In case of breach of this provision, the FIRST PARTY may exercise its rights against the SECOND PARTY in accordance with all relevant laws, rules, regulations, and issuances, in addition to this Agreement.</p>	
<b>TERMINATION OF AGREEMENT</b>		
<p>1. Either Party may pre-terminate this Agreement, by sending written notice to the other Party, at least thirty (30) days prior to the intended date of termination. The receiving Party may expressly waive the 30-day waiting period and opt for the immediate termination of this Agreement.</p>		
<p>2. The FIRST PARTY may immediately terminate this Agreement, at any period upon written notice to the SECOND PARTY, for unsatisfactory performance, conflict of interest, or for any of the grounds enumerated under Office Order OO-OSEC-2023-023 dated 13 February 2023. In addition, any violation of the warranties or provisions under this Agreement is a ground for termination.</p>		
<b>TURN OVER AND CLEARANCE REQUIREMENTS</b>	<b>DISPUTE RESOLUTION</b>	
<p>1. The SECOND PARTY shall, within thirty (30) days after either the expiration or the notice of termination of this Agreement, and without need of any demand:</p> <p>a. Turn over to the FIRST PARTY all files, records, programs, reports, official documents, codes, security keys, and other departmental equipment, items, and assets that are in his possession and custody.</p> <p>b. Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY.</p>	<p>1. The Agreement shall be construed, interpreted, and governed by the laws of the Philippines. Any conflict or dispute arising out of this Agreement or the interpretation of any provision hereof shall be settled amicably, through the authorized representatives of the Parties, within thirty (30) days from written notice of either Party, specifying the alleged dispute, and the proposed schedule for the resolution thereof, which must be finalized within five (5) days from issuance of the aforementioned written notice.</p>	
<p>2. The SECOND PARTY shall submit the duly approved Clearance from All Accountabilities as a condition precedent to the release of his/her final Service Fee payment.</p>	<p>2. If the Parties fail to settle their conflict or dispute amicably, either Party may initiate to settle any conflict or dispute through alternative dispute resolution mechanisms in DepEd.</p>	
	<p>3. In case of failure to settle any conflict or dispute through alternative dispute resolution mechanisms in DepEd, suits for any breach of this Agreement shall only be instituted in the</p>	

court of competent jurisdiction in _____ City, to the exclusion of all other courts.	
<b>IN WITNESS WHEREOF</b> , the Parties have hereunto set their hands this _____ day of _____ 20____ at _____ City, Philippines.	
Regional Office Director/Schools Division Superintendent	_____ (Name)
Certification as to Availability of Funds:	
OBRS:	
AMOUNT:	

#### ACKNOWLEDGEMENT

Republic of the Philippines )  
 ) S.S.

Before me, a Notary Public for and in \_\_\_\_\_ City, on the date and at the place first above written, personally appeared the following:

Name	Gov't Issued ID	Place Issued	Date Issued
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#### 1st Party

#### 2nd Party

Known to me and to me known to be the same persons who executed the foregoing **Service Agreement** consisting of two (2) pages including this page on which the Acknowledgement is written, and they acknowledged to be the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the organizations herein represented.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on the date above written.

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NOTARY PUBLIC

Doc. No. \_\_\_\_;

Page No. \_\_\_\_;

Book No. \_\_\_\_;

Series of 20 \_\_\_\_.