

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



Personnel-RM-2026-497

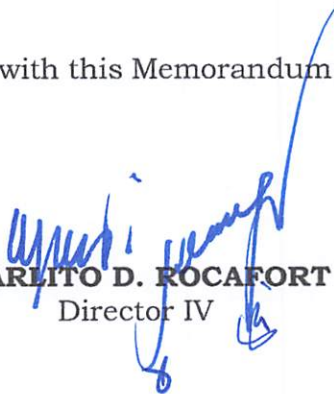
July 23, 2026

Regional Memorandum
No. 497, s. 2026

**GUIDELINES ON THE PROCESSING OF CHANGE WORK
CATEGORY (CWC) AND HIRING OF CONTRACT
OF SERVICE (COS) PERSONNEL IN THE FIELD
OFFICES UNDER THE LEARNER RIGHTS
AND PROTECTION DIVISION
FOR FY 2026**

To **Selected Schools Division Superintendents**
Regional and Schools Division Learner Rights and Protection
Focal Persons
All Others Concerned

1. Enclosed is a copy of MEMORANDUM DM-OUGOPS-2026-11-1865, titled **"Guidelines on the Processing of Change Work Category (CWC) and Hiring of Contract of Service (COS) Personnel in the Field Offices Under the Learner Rights and Protection Division for FY 2026,"** which is self-explanatory, and for information and guidance.
2. Attached hereto are the following for reference:
 - 2.1 Annex A - Terms of Reference (For Change of Work Category)
 - 2.2 Annex B - Terms of Reference (For New Hire)
 - 2.3 Annex C - Service Agreement
3. Immediate dissemination of and compliance with this Memorandum is hereby directed.


CARLITO D. ROCAFORT
Director IV

Incls.: As stated

mb
ROA/08C/P1



Republika ng Pilipinas
Department of Education



ORD-UM01-2026-270

OFFICE OF THE UNDERSECRETARY FOR GOVERNANCE AND OPERATIONS

MEMORANDUM

DM-OUGOPS-2026-1-1665

TO : Regional Directors
Selected Schools Division Superintendents
Regional and Schools Division Learner Rights and
Protection Focal Persons
All Others Concerned

FROM : **MALCOLM S. GARMA**
Undersecretary
Office of the Undersecretary for Governance and
Operations

SUBJECT : **GUIDELINES ON THE PROCESSING OF CHANGE
WORK CATEGORY (CWC) AND HIRING OF CONTRACT
OF SERVICE (COS) PERSONNEL IN THE FIELD
OFFICES UNDER THE LEARNER RIGHTS AND
PROTECTION DIVISION FOR FY 2026**

DATE : May 15, 2026

This refers to the DepEd Joint Memorandum (JM) issued by the Undersecretary for Human Resource and Organizational Development and Infrastructure and the Officer-in-Charge, Office of the Undersecretary for Finance, titled "*Resumption of Processing of Requests for Change of Work Category (CWC) of Contract of Service (COS) Personnel and Policy Amendments on Processing of CWC Requests*," dated April 27, 2026.

The said Joint Memorandum recognizes DepEd's expanding mandates, which necessitate the implementation of various programs and activities, thereby lifting the moratorium and resumption of the processing of requests for Change of Work Category (CWC).¹

Accordingly, fund amounting to Fourteen Million Eight Hundred Ten Thousand Four Hundred Pesos (Php 14,810,400.00) have been directly released by this Office through the Bureau of Learner Support Services-Learner Rights and Protection Division (BLSS-LRPD). This fund is intended to pay the salaries and premiums of Contract of Service (COS) personnel designated as Technical Assistant II (TA II) and

¹ OM-OUHRODI-2026-1533 "Response to the Request to Hire Additional Contract of Service Personnel for FY 2026 Under the Bureau of Learner Support Services," April 28, 2026

Administrative Support II (AS II) for the period January 1, 2026, to December 31, 2026.

The said amount includes allocation for the proposed CWC of Administrative Support II (AS II) to Technical Assistant I (TA I). However, pursuant to the Joint Unnumbered Memorandum issued by the Strategic Management and Finance Strands of the DepEd Central Office, entitled "FY 2026 Plan and Budget Execution Instructions and Timelines for the Central Office (CO)," Section II.4(d) provides that:

"Requests for Change of Work Category (CWC) are considered as new hires and shall follow the procedures for requests for new hire, as provided in Office Order OO OSEC 2023 023. Such requests, including those proposing additional funding, shall be under moratorium until further notice."

Based on the foregoing provisions, the processing and implementation of proposed CWC requests for COS personnel in selected Regional Offices (ROs) and Schools Division Offices (SDOs) were deferred. Memorandum on the "Resumption of Processing of Requests for CWC of COS Personnel and Policy Amendments on Processing of CWC Requests" is attached as **Annex A**.

The detailed list of ROs and SDOs intended for CWC is provided below:

Region	Division	No. of COS
CALABARZON	Regional Office	1
	Quezon	1
	Rizal	1
	Cavite	1
Region V	Camarines Sur	1
	Sorsogon	1
	Albay	1
Region VI	Iloilo	1
NIR	Negros Occidental	1
	Bacolod City	1
Region VII	Cebu	1
	Cebu City	1
	Lapu-Lapu City	1
	Regional Office	1
NCR	Quezon City	1
	Manila	1
	Caloocan City	1
TOTAL		17

Requirements for Processing of Authority to Change Work Category (CWC)

- Signed Service Agreement / Contract of Service
- Updated Personal Data Sheet and Work Experience Sheet (CS Form No. 212 version 2025)
- Curriculum Vitae
- Certificate of Training, if applicable
- Certificate of Eligibility, if any
- At least Very Satisfactory performance rating for the previous year (RPMS-IPCRF) form or certification thereof
- Copy of previous Contract / Service Agreement

Moreover, relative to the hiring of additional COS personnel, the LRPD has allocated the amount of Fourteen Million One Hundred Twenty-Five Thousand Two Hundred Pesos (Php 14,125,200.00). This amount has been downloaded as Program Support Fund from the FY 2026 Current Funds and is earmarked under Regional Operational Expenses to cover travel and other eligible costs directly related to the implementation of Learner Rights and Protection (LRP) activities.

A portion of these funds will support the engagement of additional COS personnel to serve as Technical Assistant I (TA I) in Regional Offices that currently do not have designated Schools Division Office (SDO) focal persons. Below is the list of SDOs for hiring:

Region	School Division Office	No. of COS for Hiring TA I
I	Pangasinan II	1
II	Isabela	1
III	Nueva Ecija	1
4-B	Palawan	1
VI	Antique	1
VIII	Leyte	1
IX	Zamboanga Del Sur	1
X	Bukidnon	1
XI	Davao City	1
XII	Cotabato	1
XIII	Surigao City	1
CAR	Benguet	1
Total for Hiring COS		12

In Region VI, an additional slot is being requested in consideration of the establishment of the Negros Island Region (NIR), where two (2) SDO focal personnel were reassigned. Furthermore, the hiring of one (1) Technical Assistant II (TA II) in Region VII is proposed due to the vacancy resulting from the resignation of the previous incumbent in June 2025.

Subsequently, in line with the approval of the request for one (1) Technical Assistant II (TA II) and twelve (12) Technical Assistant I (TA I) positions, the processing of the Authority to Hire (ATH) may proceed in accordance with OO-OSEC-2023-023, or the "Updated Implementing Guidelines on the Hiring and Renewal of COS Workers in the Department." Hence, the approved positions shall be sourced from the DepEd Central Office, and the processing of the corresponding contracts shall likewise be undertaken by the DepEd CO.

In line with this, the requirements for processing of the Authority to Hire (ATH)

Concerned Regional Offices are directed to facilitate the recruitment and selection of applicants. The following documents must be submitted to support the processing of the ATH:

- Original copy of signed Contract (Service Agreement) of COS; (*Attached as **Annex C***)- 2 copies

- Original copy of signed Terms of Reference (TOR); (*Attached as **Annex B***)- 2 copies
- Accomplished Personal Data Sheet (PDS) (CSC Form 212 (Revised 2025);
- Comprehensive Curriculum Vitae (CV);
- Photocopy of Transcript of Records;
- Certificate/s of Eligibility, if necessary;
- Original copy of medical certificates including result of drug testing; and
- Photocopy of Birth Certificate issued by the Philippine Statistics Authority (PSA).

For further assistance and clarification, you may contact the BLSS-LRPD through email at lrpo@deped.gov.ph or landline (02) 8638-1782.

For strict compliance.

ANNEX A Terms of Reference

(For Change of Work Category)

TERMS OF REFERENCE

Name:	15 Contract of Service Personnel
Position Title:	Technical Assistant I
Office:	School Division Office
Duration:	July 1, 2026- December 31,2026
Duties and Responsibilities	
A. To assist in the implementation of LRP Programs under the jurisdiction of their respective Regional Offices; B. To assist the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To coordinate with, and gather information from, the Schools Division Offices relative to LRP reports/concerns; D. To act as the Regional/Division Focal Person for the close monitoring of LRP activities and concerns at the Region/ Schools Division level; E. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the Schools Division Offices and Schools; and F. To perform functions as may be assigned by the immediate Supervisor, the Regional Director, the Director of the Bureau of Learner Support Services, the Assistant Secretary for Operations, and the Undersecretary for Operations.	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases; D. To assist in the implementation of Learner Rights and Protection Programs of their respective School Division Office; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns; G. To coordinate with, and gather information from, the Schools Division Offices relative to Learner Rights and Protection reports/concerns;



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Terms of Reference

(For Change of Work Category)

TERMS OF REFERENCE

Name:	2 Contract of Service Personnel
Position Title:	Technical Assistant I
Office:	Regional Office
Duration:	July 1, 2026- December 31,2026
Duties and Responsibilities	
A. To assist in the implementation of LRP Programs under the jurisdiction of their respective Regional Offices; B. To assist the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To coordinate with, and gather information from, the Schools Division Offices relative to LRP reports/concerns; D. To act as the Regional/Division Focal Person for the close monitoring of LRP activities and concerns at the Region/Schools Division level; E. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the Schools Division Offices and Schools; and F. To perform functions as may be assigned by the immediate Supervisor, the Regional Director, the Director of the Bureau of Learner Support Services, the Assistant Secretary for Operations, and the Undersecretary for Operations.	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases; D. To assist in the implementation of Learner Rights and Protection Programs of their respective Regional Offices; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns; G. To coordinate with, and gather information from the Central Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional Focal Person for monitoring of Learner Rights and Protection

ANNEX B

(For New Hire)

TERMS OF REFERENCE

Name:	
Position Title:	1 Technical Assistant II
Office:	Regional Office VII
Duration:	July 1, 2026- December 31, 2026
Duties and Responsibilities:	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases; D. To assist the Project Development Officer II (PDO II) in the implementation of Learner Rights and Protection Programs of their respective Regional Offices and/or School Division Office; E. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns; F. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; G. To coordinate with, and gather information from the Central Office, Regional Office and Schools Division Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional/Division Focal Person for monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To lead in coordination, budget management, tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned tasks, issues, and accomplishments; K. To lead in the dissemination of announcements and other relevant information to the Schools Division Offices and ensuring that the same will be cascaded to the school level;

	L. To actively participate in the conduct of advocacy-related activities and to represent the RO in the regional inter-agency councils; and M. To perform other functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
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Recommended by:

Approved by:

Head of the Office

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

Office of the Assistant Secretary for

Governance and Operations-Education

Support Governance and Support Services

BLSS- Learner Rights and Protection Division

and Youth Formation Division

(For New Hire)

TERMS OF REFERENCE

Name:	
Position Title:	12 Technical Assistant I
Office:	School Division Office
Duration:	July 1, 2026- December 31, 2026
Duties and Responsibilities:	A. To focus in the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases; D. To assist in the implementation of Learner Rights and Protection Programs of their respective Regional/ Division Offices; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns; G. To coordinate with, and gather information from the Central Office, Regional Office and Schools Division Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional/ Division Focal Person for monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To assist in coordination, budget management, tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned tasks, issues, and accomplishments; K. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information

	to the RO and SDO and ensuring that the same will be cascaded to the school level; and L. To perform other functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
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Recommended by:

Approved by:

Head of the Office

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

*Office of the Assistant Secretary for
Governance and Operations-Education
Support Governance and Support Services
BLSS- Learner Rights and Protection Division
and Youth Formation Division*

ANNEX C

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED)		Name	
Address		TIN	
Representative	Head of the Office ATTY. RAZZEL ANNE T. REQUESTO <i>Director IV Office of the Assistant Secretary for Governance and Operations- Education Support Governance and Support Services</i> <i>BLSS- Learner Rights and Protection Division and Youth Formation Division</i>	Address	
TERMS AND CONDITIONS			
Office/Place of Assignment			
Contract Period		Comparable Position/Position	
Basic Service Fee per month		Premium Pay	
GENERAL PROVISIONS			
1. The PARTIES expressly agree that this Service Agreement shall be governed by and strictly comply with CSC-COA-DBM Joint Circular (JC) No. 01, Series of 2025, entitled "Guidelines on the Engagement of Contract of Service and Job Order Workers in the Government," jointly issued by the appropriate oversight agencies. The engagement of the SECOND PARTY, including but not limited to the nature of services, duration of engagement, compensation, allowable benefits, and limitations, shall at all times conform to the provisions of the said Joint Circular and other pertinent civil service, budgeting, accounting, auditing, and procurement laws, rules, and regulations.		9. 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.	
2. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to Php [Salary Rate based on Officer Order OO-OSEC-2024-306] with 10% premium pay 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.		10. 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.	
3. 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, submit to the Personnel Division (PD) his/her detailed		11. 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 appointment to vacant plantilla positions in the FIRST PARTY's	

Accomplishment Report (AR) and Daily Time Record (DTR) signed by his/her immediate supervisor.	Organization Structure and Staffing Pattern, subject to existing Civil Service laws, rules and regulations.
4. The SECOND PARTY may be allowed to adopt Flexible Working Arrangements (FWA) subject to approval of the head of the respective functional office assigned strictly complying the Department Order (DO) No. 004 series of 2025, also known as the "Guidelines on the Adoption of the Flexible Work Arrangement in the Department of Education". Further, the same shall likewise be entitled to other benefits and privileges subject to any subsequent DepEd Order that may authorize such entitlement.	12. During the first six (6) months of effectivity 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.
5. 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.	13. 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.
6. 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 Orders, and other relevant laws, circulars, and issuances.	14. 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.
7. 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, s/he shall be covered by the CSC-COA-DBM JC No. 1 s. 2025, as amended, and other relevant and applicable laws, policies, circulars, rules and regulations.	15. 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 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.
8. The SECOND PARTY warrants that s/he is of good moral standing and has not been previously dismissed by reason of any administrative or criminal case, and that s/he possesses the qualifications, education, experience, skills, or expertise required to perform the services, as indicated in Section V.I. of OO-OSEC-2023-023, as amended.	16. 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.
SERVICE FEE, OTHER REMUNERATIONS & FUNDING	NON-DISCLOSURE OF CONFIDENTIAL INFORMATION
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. 2. The SECOND PARTY is entitled to be paid on work suspensions declared through supporting documentation/s and other applicable legal bases, which shall not be treated as absences and deduction/s from the Service Fee. The same shall be applied for non-working holidays provided that the SECOND PARTY shall be able to render at least eight (8) working hours on the day immediately before or after the declared non-working holiday/s. An exemption shall apply as provided on Item No. 3. 3. The SECOND PARTY shall not be paid on work suspensions and non-working holidays WITHIN the weeks that the SECOND PARTY has been absent for AT LEAST fifteen (15) working days, except force majeure	1. 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: 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; b. Information in the public domain;

and health-related circumstances supported by pertinent documentations determined sufficient by the FIRST PARTY.

4. The SECOND PARTY is entitled to premium pay and overtime pay, provided that the activities which may warrant the rendition of overtime services, based on the corresponding remuneration rate and its adjustment under the contract, in accordance with the existing guidelines of DepEd, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.

5. The SECOND PARTY may be allowed to claim 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 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.

6. This Agreement shall be funded from the General Appropriations Act (GAA 2026) Fund for the fiscal year covering the effectivity period of this Agreement.

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

d. Information that the FIRST PARTY agrees in writing that the SECOND PARTY may disclose to third parties.

2. The SECOND PARTY strictly observe the **confidentiality of all procurement-related information and documents**, including but not limited to bidding documents, supplemental bid bulletins, resolutions, position papers, and other internal communications. No said confidential information shall be disclosed, shared, or otherwise divulged, in whatever form, to any prospective bidder, supplier, contractor, consultant, or to any person – natural or judicial – who has direct or indirect interest in the project to be procured, or to any other party, prior to the official release of the said information or document to the public, except to those duly authorized by the FIRST PARTY in the official handling thereof.

3. The foregoing obligations on confidentiality and non-disclosure of confidential information shall survive and subsist even after the expiration or termination of this Agreement. **The breach or violation of the foregoing provisions shall be ground for the FIRST PARTY to exercise its rights against the SECOND PARTY, including immediate termination of the contract**, without prejudice with all relevant laws, rules, regulations, and issuances, in addition to this Agreement.

TERMINATION OF AGREEMENT

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.

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.

TURN OVER AND CLEARANCE REQUIREMENTS

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:

- 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.
- Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY.

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.

DISPUTE RESOLUTION

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.

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.

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 court of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ____ day of ____ 20__ at ____ City, Philippines.

Head of the Office
[Designation of FIRST PARTY]

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

*Office of the Assistant Secretary for Governance and
Operations-Education Support Governance and Support
Services BLSS- Learner Rights and Protection Division and
Youth Formation Division*

[FULL NAME OF SECOND PARTY]

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.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 20____