

## MEMORANDUM OF AGREEMENT

### KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is made and entered in the City of Pasig, by and among:

**THE CITY OF PASIG**, a local government unit, with principal office address at Pasig City Hall, Caruncho Avenue, Brgy. San Nicolas, Pasig City, represented in this Agreement by its City Mayor, **HON. VICTOR MA REGIS N. SOTTO**, and hereinafter, referred to as "**LGU-Pasig City**";

*-and-*

**UNIVERSITY OF THE PHILIPPINES**, the National University created by virtue of Act No. 1870, as amended, and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, represented herein by its Chancellor, **EDGARDO CARLO L. VISTAN II**, and herein referred to as "**UP**";

*- and -*

**DEPARTMENT OF EDUCATION, Schools Division Office of Pasig City**, an agency of the national government with business address at Caruncho Avenue, San Nicolas, Pasig City, represented herein by the Schools Division Superintendent **Sheryll T. Gayola**, hereinafter referred to as the "**SDO-Pasig City**".

**Collectively referred to as the "PARTIES"**

### WITNESSETH:

**WHEREAS**, mindful of the rapid advancements in technology and how it transforms education and the world of work, the **Parties** hereto have voluntarily agreed to put their resources together to develop and implement innovations that addresses education futures and conduct relevant training programs and workshops aimed at raising the knowledge level of professional teachers in the field;

**WHEREAS, LGU-Pasig City**, a staunch advocate for quality education supports **SDO-Pasig City** in its efforts to prepare teachers and learners in education futures;

**WHEREAS, SDO-Pasig City**, has an ongoing program called "Program for Excellence in Science Education" that aims 1) to create an enabling environment for education futures, 2) to capacitate its pool of teachers involved in the ARIBA Future Learning Spaces, and implement quality learning playlists;

**WHEREAS, UP**, is mandated to serve as a graduate university by providing advanced studies and specialization for scholars and professionals, especially those who serve on the faculty of state colleges and universities;

**WHEREAS, UP,** recognizes the importance of technology in transforming the future of education and in equipping teachers with the needed knowledge and skills;

**WHEREAS, UP,** through its National Institute for Science and Mathematics Education Development's (UP NISMED) pool of science and mathematics education specialists, has the technical expertise, necessary qualifications, and resources to provide services to DepEd **SDO Pasig City**;

**WHEREAS,** the **Parties** agreed to pursue a **joint project** to undertake various activities necessary in the implementation of the innovations in education captioned as "ARIBA Future Learning Space Prototype Implementation". This joint project was developed in recognition of the role of technology in shaping the future of education.

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the **Parties** have agreed to enter into this Memorandum of Agreement, to support the aforementioned initiatives, under the terms, conditions, and covenants particularly described hereunder, as follows:

## **I. SCOPE OF AGREEMENT**

The **Parties** agree to jointly undertake public and private partnerships for comprehensive and coherent educational strategies that address capacity-building related to innovations in education, in creating learning spaces, and in AI and computational thinking capacities, as enumerated in this Agreement.

## **II. RESPONSIBILITIES OF THE PARTIES**

**UP,** through **UP NISMED,** shall:

- Lead the conceptualization and implementation of the following activities:
  1. **Development of AI and Computational Thinking Curriculum for KS1 to 3 and Capacity-building** - DepEd-aligned Curriculum Guides for integrating AI and computational thinking in Key Stages 1 to 3 Science and Mathematics classes. Provide capacity-building to teachers on AI and Computational Thinking.
  2. **Technical Assistance for the Development of the ARIBA Learning Playlist** - Technical assistance in the preparation, validation, revision, and finalization of the ARIBA learning playlist in all subjects for Kinder to Grade 4 based on the Most Essential Learning Competencies (MELCs).
  3. **Technical Assistance for the Selection of Resources for Developing AI and Computational Thinking Capacities** - Identification of developmentally appropriate learning resources that support the delivery of AI and computational thinking curriculum for Key Stages 1 & 2.
  4. **Design and Evaluation of ARIBA Learning Spaces for Teachers and Learners** - Evaluation of the ARIBA MES-A learning spaces for teachers and learners using the Pedagogy-Space-Technology Framework. Lead the program evaluation and submit report to **LGU-Pasig City** and **SDO-Pasig City**.
- Identify and act as focal point for a multi-stakeholder partnership with the relevant government agencies (such as DepEd, DOST, etc.), private sector, and civil society groups, among others.
- Document the implementation process, including but not limited to, complete activity concept note, Training Needs Analysis, and evaluation.

- Lead the coordination of meetings and capacity-building activities.

**LGU-Pasig City shall:**

- Attend relevant engagements for the project implementation and completion.
- Provide the funding, through its Special Education Fund (SEF), the amount of two million pesos (Php 2,000,000.00) for the program pilot implementation. The fund shall be utilized to cover, including but not limited to, expenses related to the design of the capacity-building activities, provision of technical assistance, implementation of activities, and related fees to support the operations of the project.
- Pay **UP**, through UP NISMED, on a milestone basis as follows:

Project Developmental Milestones	Target Date	Payment Amount
<p><b>I. Development of AI and Computational Thinking Curriculum for KS 1 &amp; 3 and Capacity-Building (Develop and validate curriculum guides for KS1 and 2 - Science, Mathematics, Literacy/Language)</b></p> <p>A. <b>UP</b> through UP NISMED shall design a DepEd-aligned Curriculum Guides for the integration of AI and computational thinking in Key Stages 1 to 3 Science, Mathematics, and English classes.</p> <p>B. Provide capacity-building to teachers on AI and Computational Thinking to ensure teachers readiness in teaching the AI and computational thinking part of the curriculum.</p> <p>C. After the capacity building, assess the teachers' readiness on AI and computational thinking as part of the content and pedagogy.</p> <p>D. Evaluate the proposed classroom activities as part of the training outputs to ensure that the activities are aligned with the enhanced curriculum with AI and computational thinking.</p>	October 2023	PhP 450,000.00
<p><b>II. Technical Assistance for the Development of the ARIBA Learning Playlist for K-G4 in all learning areas (Development, Validation, Revision, and Finalization)</b></p> <p>A. Guide the Kinder to Grade 4 teachers in the preparation of learning resources. Validate the same based on the demands of the curriculum and the nature of the learners (developmental appropriateness).</p> <p>B. Check on the revision of the learning resources. Quality assure the final copy of the materials for the ARIBA MES-A <i>learning playlist</i> in all subjects from Kinder to Grade 4 based on the DepEd-aligned Curriculum Guides with the integration of AI and computational thinking.</p>	October - November 2023	PhP 900,000.00

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<p><b>III. Technical Assistance for the Selection of Resources for Developing AI and Computational Thinking Capacities (Identification of developmentally- appropriate learning resources that support the delivery of AI and computational thinking curriculum for KS1 &amp; 2 (including the MakerSpace and Wellness Corner of ARIBA Learning Spaces)</b></p> <p>A. UP through UP NISMED shall identify developmentally appropriate learning resources that support the delivery of AI and computational thinking curriculum for Key Stage1.</p> <p>B. Provide the specifications of the equipment for the future learning space of Kinder to Grade 3.</p>	<p>October - November 2023</p>	<p>PhP 250,000.00</p>
<p><b>IV. Design and Evaluation of ARIBA Learning Spaces for Teachers and Learners</b></p> <p>A. UP through UP NISMED shall design the future learning space for Kinder to Grade 3 which includes the maker space and wellness space within each classroom.</p> <p>B. Design learning and wellness space for teachers.</p> <p>C. Provide the specifications of the necessary equipment for the teachers' wellness and learning space.</p> <p>D. Assess and evaluate the ARIBA MES-A learning spaces for teachers and learners using the Pedagogy-Space-Technology Framework.</p> <p>E. Lead the program evaluation and submit report to <b>LGU-Pasig City</b> and <b>SDO-Pasig City</b> by the end of 2023.</p>	<p>October-December 2023</p>	<p>PhP 400,000.00</p>
<p>Total</p>		<p>PhP 2,000,000.00</p>

**SDO-Pasig City shall:**

- Co-facilitate the coordination with ARIBA MES-A teachers and school and other partner organizations.
- Co-host the consultation and coordination meetings and forum which may include, but not limited to:
  - event management and technical support,
  - communications, and
  - invitation and attendance, upon the **Parties'** discussion;
- Monitor the implementation and progress of the project.
- Transmit the Statement of Account (SOA) to **LGU-Pasig City**.

**III. OPERATION OF THE JOINT PROJECT**

- **SDO-Pasig City** shall be responsible for administrative requirements of the program, and other related and necessary processes and documents.
- The **Parties** shall jointly review and finalize all relevant knowledge products resulting from this partnership or project.
- All materials, papers, and documents developed and prepared in connection with the project shall be exclusively owned by **SDO-Pasig City, LGU-Pasig City,**

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and UP, and dissemination, reproduction, and duplication of materials shall be allowed so long as the written approval of the **Parties** is secured. An appropriate branding guideline shall be agreed upon to ensure the consistent messaging of the project that will mutually benefit all **Parties**.

- Any intellectual property rights arising from the Agreement shall be governed by the Intellectual Property Code of the Philippines (R.A. No. 8293) and other applicable laws.

#### IV. TERM

This Agreement shall be effective from upon signing by the parties until December 31, 2023, unless pre-terminated or extended upon mutual written consent of the **Parties**.

#### V. TERMINATION

Any party may terminate this Agreement upon fifteen (15) days prior written notice to the other party at the address stated in page 1 hereof.

#### VI. LIABILITY

Each party agrees to indemnify, defend, and hold free and harmless the other, its officers, employees, and representatives from any claims, damages, and liabilities arising from the breach of any of the obligations of the former.

#### VII. MISCELLANEOUS PROVISIONS

- **REPRESENTATIONS AND WARRANTIES** - The **Parties** warrant and represent among each other that they have the requisite power and authority to make, deliver, and perform this Agreement and the transactions contemplated hereby and have taken all necessary action to duly and validly authorize the execution, delivery, and performance of this Agreement and the transactions contemplated hereby. No other consents are necessary in order to implement the provisions of this Agreement.
- **RELATIONSHIP OF THE PARTIES** - The relationship described herein is not a business or professional partnership for profit as defined under Title IX of Book IV of the New Civil Code of the Philippines, or any other legal entity, and nothing in this Agreement shall be construed or implied to create a partnership, joint venture, agency, employer-employee, or any other relationship between the **Parties** except as provided in this Agreement. Unless otherwise provided herein, neither Party shall have the authority or right either to assume, create, or undertake any obligation, of whatever nature and kind, expressed or implied, on behalf of or in the name of the other Party.
- **CONFIDENTIALITY** - The **Parties** hereby agree not to hereafter divulge or disclose any confidential or proprietary information of the other **Parties**, which it may acquire in the course of the performance of the obligations under this Agreement to the extent that such information is not generally available to the public. If the Agreement has expired or is terminated for whatever reason, the receiving party shall return all such confidential information to the disclosing party. The obligation of confidentiality under this provision shall survive the expiration or termination of this Agreement.

- **SEVERABILITY** - If one or more of the provisions of this Agreement or any other documents, agreements, or instruments executed or delivered in connection herewith is/are held to be invalid, illegal, or unenforceable in any respect under applicable law, the **Parties** agree to renegotiate such provision(s) in good faith. If the **Parties** cannot reach a mutually agreeable and enforceable replacement for such provision(s), then (i) such provision(s) shall be excluded from this Agreement, and (ii) the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.
- **DATA PRIVACY** – The **Parties** are each responsible for complying with their respective obligations under applicable data protection laws. Each Party shall comply with the Data Privacy Act of 2012 and its implementing rules and regulations consistent with the terms of this Agreement.
- **GOVERNING LAW AND JURISDICTION** - This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. In case of dispute arising from or in connection with this Agreement, the **Parties** hereto agree that the competent courts of Pasig City or Quezon City shall be the exclusive venue to the exclusion of all other courts or tribunals.
- **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument for all purposes.
- **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement of the **Parties** and shall supersede any prior expressions of intent, understanding, and/or agreement with respect to the subject matter hereof.

**IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement.**


  
**HON. VICTOR MA REGIS N. SOTTO**  
 Mayor, City of Pasig

  
**SHERYLL T. GAYOLA**  
 Schools Division Superintendent

  
**EDGARDO CARLO L. VISTAN II, LLM**  
 Chancellor, UP Diliman

**WITNESSES:**

**ATTY. JERONIMO U. MANZANERO**  
 City Administrator  
 LGU-Pasig City

  
**MANUEL A. LAGUERTA, EdD**  
 Chief Education Supervisor, CID  
 SDO-Pasig City

  
**SHERYL LYN C. MONTEROLA, Ph.D.**  
 Director, UP NISMED

Funds Appropriated:

*Theresa B. Hernandez*  
**MS. MA. THERESA B. HERNANDEZ**  
OIC - City Budget Office

Funds Available:

*Marita A. Calaje*  
**MS. MARITA A. CALAJE**  
City Treasurer

Funds Obligated:

*Juvia A. Cuenco*  
**MS. JUVIA A. CUENCO**  
City Accountant

200-2023-04-0053-3999  
p 2,000,000.00

Recommending Approval

*Sheryll T. Gayola*  
**SHERYLL T. GAYOLA**  
Schools Division Superintendent

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
**PASIG CITY** ) S.S.

**BEFORE ME**, a Notary Public in and for **PASIG CITY** this **DEC 22 2023** day of \_\_\_\_\_ 2023, personally appeared:

Name	Competent Evidence of Identity	Validity/Date Issued
SHERYLL T. GAYOLA	P7588883A	June 18, 2028
EDGARDO CARLO L. VISTAN II	N02-05-008631	Oct 2022

known to me and to me known to be the same people who executed the foregoing contract and they further acknowledged to me that the same is true of their own act and voluntary deed as well as that of the corporation they represent.

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_ **DEC 22 2023** **ATY. BERNABE TATAD VILLAPA**  
**NOTARY PUBLIC-UNTIL DEC. 31, 2023**

Notary Public

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 Book No. 87  
 Series of 2023

**COMMISSION NO. 56**  
**PASIG, PATEROS, SAN JUAN**  
**PTR NO. 0112170 - 1/3/23 Pasig City**  
**IBP NO. 173683 - 11/21/22 Pasig City**  
**ROLL NO 28234**  
**MCLE Compliance No. VI-0030202**  
**Issued on January 27, 2020**  
**Tel No 8641-56-60**  
**EmanuelLawvillapa7@gmail.com/**  
**villapazlaw19@gmail.com**  
**Km. 6-1-1, 2nd Flr., Marcelo Building,**  
**Sancho Avenue, San Nicolas, Pasig City**

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Pasig on this day of **DEC 21 2023**, 2023, Personally appeared Hon. Victor Ma Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of eight (8) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

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

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 Book No. IV  
 Series of 2023

**TOSCA LEIRA ELLA G. MANSUJETO**  
 Notary Public for Pasig, San Juan & Pateros  
 Until 31 December 2023  
 Appointment No. 107  
 PTR No. 0162889, 09 January 2023, Pasig City  
 IBP No. 249506, 09 January 2023, RSM  
 Roll of Attorneys No. 69990  
 MCLE Compliance No. VII-0009528  
 Valid until 14 April 2025  
 Unit 5E2 8101 Pearl Plaza Building,  
 Pearl Drive, Ortigas Centre, Pasig City