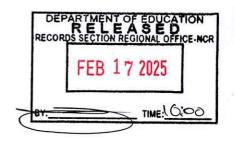


# Republic of the Philippines Department of Education



NATIONAL CAPITAL REGION

REGIONAL MEMORANDUM ORD-2025- 153

TO

SCHOOLS DIVISION SUPERINTENDENTS

SDO Quezon City SDO Makati City

SDO Taguig City and Pateros

FROM

**JOCELYN DR ANDAYA** 

Regional Director, NCR

Concurrent Officer-In-Charge, Office of the

Assistant Secretary for Operations

SUBJECT

REQUEST FOR THE LIST OF FIVE (5) SCHOOLS PER

DIVISION FOR THE CONCENTRIX TURO-GURO PROGRAM

2025

DATE

February 13, 2025

- Attached is a copy of Memorandum CO EPS No. 01-034 s. 2025 dated January 16, 2025 from ASEC GEORGINA ANN H. YANG, Assistant Secretary for External Partnerships, International Cooperation Office (ICO), relative to the request to submit the list of five (5) recommended schools per division to attend the Concentrix Turo-Guro Program 2025 training program on February 2025 via email at zeny.lastimosa@deped.gov.ph or dian.magbanua@deped.gov.ph.
- 2. The Schools Division Offices concerned are requested to directly coordinate with the International Cooperation Office for the details of the activity.
- 3. For appropriate action and immediate dissemination.

/essd/joan/



Address: 6 Misamis St., Bago Bantay, Quezon City Email address: ncr@deped.gov.ph Website: depedncr.com.ph





## Republic of the Philippines

# Department of Education

OFFICE OF THE SECRETARY EXTERNAL PARTNERSHIPS SERVICE

Office of the Director CO-EPS No. 01-034s. 2025

## **MEMORANDUM**

FOR :

CONCERNED REGIONAL DIRECTORS

Department of Education Regions V, X, XI, VI, CAR and NCR

CONCERNED REGIONAL AND DIVISION PARTNERSHIP

**FOCAL PERSONS** 

FROM

GRACIELA E. MENDOZA

Director IV KAD

External Partnerships Service

SUBJECT

REQUEST FOR THE LIST OF FIVE (5) SCHOOLS PER

DIVISION FOR THE CONCENTRIX TURO-GURO PROGRAM

2025

DATE

January 16, 2025

This has reference to the Concentrix Educational CSR Program or the "TURO-GURO Program" that aims to play a proactive role in the education sector focused on enhancing public school teachers' proficiency in global English communication and imparting essential principles of business ethics as well as introducing the world of innovation for the learners to become globally competitive.

The TURO-GURO program is a 40-hour training designed for teachers in the Department of Education. The training covers three main topics: GLOBAL ENGLISH, BUSINESS ETHICS and INNOVATION. Concentrix believed that by combining their expertise in technology, training and development with DepEd's vision outlined in the basic education curriculum, transformative impact can be created on the education sector that learners who are the workers of tomorrow need.

## Clear Statement of Request and Recommended Action:

Concentrix, has extended internship programs to partner schools for the past 9 years where learners benefited from various forms of trainings and customer interfacing opportunities. For this year, they selected DepEd public school teachers are the target beneficiaries of the program.



In this regard, the External Partnerships Service (EPS) office is respectfully requesting the list of five (5) schools per division that will attend the above-mentioned training program on February 2025. Below are the following identified divisions:

- SDO Quezon City
- SDO Makati
- SDO Taguig
- SDO Naga City
- SDO Baguio City
- SDO Cagayan De Oro City
- SDO Davao City
- SDO Bacolod City
- SDO Iloilo

We would appreciate receiving the list of schools the soonest time possible in order to facilitate the timely preparation of pre-event requirements.

For further information and coordination, your staff may reach out to Ms. Zeny Lastimoza (<u>zeny.lastimoza@deped.gov.ph</u>) and Ms. Dian Rose Magbanua (<u>dian.magbanua@deped.gov.ph</u>) via email or call at the ICO at 8637-6462/6463.

Thank you very much.

## Attachments:

-Copy of MOA duly signed by the Secretary of the Department of Education, Juan Edgardo M. Angara and Vice President-Legal of the Concentrix CVG Philippines, Inc., Michael Dana N. Montero



#### MEMORANDUM OF AGREEMENT

#### KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, hereinafter referred to as the "Agreement," is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024 at the Agreement, by and between:

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

-and-

CONCENTRIX CVG PHILIPPINES INC., a corporation duly organized and existing under the laws of the Philippines, with office address at 25th Floor Ayala North Exchange Tower Two, 6798 Ayala Avenue corner Salcedo Street, Makati City, represented by its Vice President - Legal, MICHAEL DANA N. MONTERO, herein referred to as "Concentrix";

## WITNESSETH THAT:

WHEREAS, Article XIV, 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, DepEd is a government agency mandated to:

- a. formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education;
- b. supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and
- c. provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners;

WHEREAS, DepEd, through the External Partnerships Service (EPS), believes that partnership is an important paradigm in delivering and achieving DepEd's education development goals and services and to fulfill the mandate of the Constitution to make such quality education accessible to all;

WHEREAS, DepEd has the responsibility of securing resources to make the public schools competitive and is now calling on the private sector to serve as a major partner for the improvement of the public education system and in the nation's development;

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WHEREAS, Republic Act No. 8525 (RA 8525), otherwise known as the "Adopt-a-School Act of 1998," was enacted to encourage private entities to assist in the delivery of better-quality education to public schools in the country, particularly in the poverty-stricken provinces;

WHEREAS, Section 5 of RA 8525 provides that "(p)rovisions of existing laws to the contrary notwithstanding, expenses incurred by the adopting entity for the 'Adopt-A-School Program' shall be allowed an additional deduction from the gross income equivalent to fifty percent (50%) of such expenses.";

WHEREAS, the Department of Finance (DOF), through the Bureau of Internal Revenue (BIR), issued Revenue Regulations No. 10, s. 2003, entitled "Implementing Tax Incentives Provisions of Republic Act No. 8525, Otherwise Known as the 'Adopt-A-School Act of 1998";

WHEREAS, DepEd, shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd and the proper recording of the donated items categorized as Property, Plant, and Equipment as contained in Item VII of the enclosure to DepEd Order No. 24, s. 2016 entitled "Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax Incentives by Private Donor-Partners Supporting the K to 12 Program," which provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and DepEd Order No. 82, s. 2011 entitled "Guidelines on the Proper Recording of all Donated Properties";

**WHEREAS**, both Parties recognize and undertake to comply with the following laws, rules, and regulations:

- a. RA 10173, otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations (IRR), 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 (DOH), DO No. 6, s. 2012, and DO 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 DO No. 39 s. 2009 or "Strict Adherence to DECS Order No. 28, s. 2001"; and
- d. RA 9184, otherwise known as the "Government Procurement Reform Act," and its IRR, and government accounting and auditing rules and regulations;

WHEREAS, Concentrix is the nation's largest private employer, with the most extensive presence: over 100,000 people in over 50 sites nationwide, as well as working-at-home. The Concentrix Philippines team supports over 180 clients with over 1,000 lines of business and their customers in 4 continents; across communications and

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media, technology & consumer electronics; retail & ecommerce; banking, financial services & insurance; travel, transportation and tourism; healthcare; as well as energy, utilities & public sector;

WHEREAS, the Concentrix Educational CSR Program or the "TURO-GURO Program" aims to play a proactive role in the education sector focused on enhancing public school teachers' proficiency in <u>GLOBAL ENGLISH COMMUNICATION</u> and imparting essential principles <u>BUSINESS ETHICS</u> as well as introducing the world of <u>INNOVATION</u> so our students become globally competitive. Concentrix has extended internship programs to partner schools for the past 9 years where learners benefited from various forms of trainings and customer interfacing opportunities;

WHEREAS, Concentrix, with a total of 43 sites spread out across the Philippines; will select a DepEd public school teachers to benefit the program. The selection of the school will be made entirely by the Concentrix site. The names of the school for each site will be attached as Annex 1 in the MOA.

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. CONCENTRIX'S ADVOCACIES IN EDUCATION

Quality education is essential for the growth and development of a nation. One of the key pillars of a successful education system is a well-trained and motivated teaching workforce. Public school teachers play a pivotal role in shaping the future of a country, and their training is crucial for ensuring effective learning outcomes.

The Concentrix Educational CSR Program, TURO-GURO aims to play a proactive role in the education sector focused on enhancing public school teachers' proficiency in global English communication and imparting essential principles of business ethics as well as introducing the world of innovation for the learners to become globally competitive.

Concentrix believe that by combining Concentrix expertise in technology, training and development with the Department of Education's vision outlined in the MATATAG Curriculum, we can create a transformative impact on the education sector. This is what our students who are the workers of tomorrow need.

The TURO GURO program is a 40-hour training designed for teachers in the Department of Education. The training covers three main topics; GLOBAL ENGLISH, BUSINESS ETHICS and INNOVATION. Facilitators for the program are different Concentrix Philippines employees who have volunteered their free time to participate in the program.

## Article II. PROGRAM SCOPE AND BENEFICIARY

- Concentrix has a total of 43 sites across the Philippines
- Each site will unilaterally adopt a public school as their beneficiary in order to host the TURO GURO classes
- Concentrix will provide the facilitators for all the TURO GURO classes;
   facilitators are employees who have volunteered their free time to participate in the program.
- The program will benefit 1,300 DepEd school teacher recipients from the program
- The site may have the option to extend other forms of donation/s to the school

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#### Article III. PROGRAM COST

- 1. The estimated total cost of the Program is One Million Two Hundred Thousand Pesos (Php 1,200,000.00). This will cover the materials, language assessment fees, meals for a target of 1,300 teacher recipients under the TURO GURO Program.
- 2. 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.
- 3. DepEd shall not shoulder any cost or expenses in relation to the implementation of the Program

## 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 in the evaluation of the implementation of the Program;
- 1.4 assist CONCENTRIX in the selection and identification of beneficiary schools in the implementation of the Program;
- 1.5 coordinate with the CONCENTRIX in in the implementation of the Program;
- 1.6 review and endorse the application for tax incentive entitlement to the Revenue District Office of the Bureau of Internal Revenue; and
- 1.7 perform other responsibilities necessary for the effective and efficient implementation of the Program.

## 2. Concentrix Philippines shall:

- 2.1 designate a focal person to coordinate the implementation of this Agreement;
- 2.2 provide funding for the implementation this Program;
- 2.3 provide DepEd with regular reports, updates, as well as requested data and information relevant to the implementation of this Agreement;
- 2.4 select and identify target areas/schools in close coordination with DepEd for the implementation of the Program;
- 2.5 take the lead in the implementation of the Program under the guidance and supervision of DepEd; and
- 2.6 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 upon signing of all Parties. This Agreement shall have a duration of two (2) years, which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties.

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2. Any of the Parties may terminate this Agreement for any reason or no reason upon submission of a formal written notice to the other party at least 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 instruments to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

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

## 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 or modified only in writing upon consent of all the Parties.

### 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 consultation 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.

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#### Article XIII. INTELLECTUAL PROPERTY

- 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 CONCENTRIX in, 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"). Dep Ed holds CONCENTRIX in free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties for outputs to be agreed to be owned by the CONCENTRIX in the Supplementary Agreement. Attribution shall be given to the partner organization.

The claims of Intellectual Property Rights ownership by DepEd shall exclude all Intellectual Property Rights owned by CONCENTRIX in including but not limited to any material actually owned by CONCENTRIX in that contains their logo(s).

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 XIV. MISCELLANEOUS

- Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnerships, agency, trust, or other association of any kind between the Parties of persons referred to herein. The employees of each Party shall remain its employees and the concerned employer shall be solely responsible for the wages, benefits, and emoluments of such employees.
- 2. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.

3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

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IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement as of the date first above written.

DEPARTMENT OF EDUCATION

CONCENTRIX CVG PHILIPPINES, INC.

(DepEd)

JUAN ENGARDO M. ANGARA

Secretary of the Department of Education

MICHAEL DANA N. MONTERO

(CNX)

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//Vice President -Legal

SIGNED IN THE PRESENCE OF:

PEZER IRVING C. CORVERA

Undersecretary
Office of the Secretary

LARAH D. SANTA MARIA

Vice President

Delivery Shared Services

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  MANILA S.S.	0 6 DEC 20	324
BEFORE ME, a Notary Public for a following:	and in MAN	LA personally appeared the
Name	Governme nt Issued ID (Details)	Date and Place Issued
JUAN EDGARDO M. ANGARA		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and they acknowledged to me that the same is their free voluntary act and deed and that of the corporations they represent respectively. This Memorandum of Agreement consists of nine (9) pages including this page in which this acknowledgment is written, signed by the parties and their instrumental witnesses every page thereof.

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

**NOTARY PUBLIC** 

ATTY. JOHN EDWARD TRINIDAD ANG

Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2024-091
2nd Floor Midland Plaza Hatel, Adriatico St., Ermita, Mla
IBP NO. 393541-01/03/2024 Pasig City

P.T.R. NO. 1535522-Jan 3, 2024 Manila ROLL NO. 68731 .MCLE COMPLIANCE NO. VII-0011675

Page No. Book No. Series of 2024.

Doc. No.

# ACKNOWLEDGMENT

MANILA) S.S.		
BEFORE ME, a Notary Public for a following:	nd in MANILA	personally appeared the
Name	Government	Data and Disco Jacob
1,41110	Issued ID	Date and Place Issued

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, signed by the PARTIES and their instrumental witnesses, and they acknowledged to me that the same is their free voluntary act and deed and that of the corporations they represent respectively. This Memorandum of Agreement consists of nine (9) pages including this page in which this acknowledgment is written, signed by the parties and their instrumental witnesses every page thereof.

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

**NOTARY PUBLIC** 

中国的政治教育的政治人员,我们是不是有人的人,我们是不是有人的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们是我们的人,我们们们们们们们们们们们们们们们们们们们们们们们们们们们们们们

Doc. No. Page No. Book No.

PROFIDE IC OF THE PHILIPPINES

Series of 2024.

ATTY. JOHNEDWARD TRINIDAD ANG
Notary Public for City of Annila- Until 12-31-2024
Notarial Commission No. 2024-091
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Mla
18P NO. 393541-01/03/2024 Pasig City
P.T.R. NO. 1535522-Jan 3, 2024 Manila

ROLL NO. 68731 .MCLE COMPLIANCE NO. VII-0011675

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