

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into this 1st day of June 2011 between:

JOLLIBEE FOUNDATION, INC., a corporate foundation duly organized and existing under the laws of the Philippines with primary office address at 6th floor Jollibee Plaza, 10 F. Ortigas, Jr. Road, Ortigas Center, Pasig City, represented herein by its Vice-President, BELEN O. RILLO, hereinafter referred to as "FOUNDATION";

-and-

The BICOL UNIVERSITY, a state academic institution created by virtue of R.A. 5521 with principal office at Rizal St., Legazpi City, represented herein by its President, DR. FAY LEA PATRIA M. LAURAYA, hereinafter referred to as "LOCAL PARTNER";

-and-

LOCAL GOVERNMENT OF TABACO CITY, a government agency created and existing under the laws of the Republic of the Philippines with office address at Tabaco City herein represented by its Mayor, HON CIELO KRISEL L. LUISTRO hereinafter referred to as "LGU- TABACO CITY"

-and-

DEPED-TABACO CITY DIVISION, a government agency created and existing under the laws of the Republic of the Philippines with office address at San Lorenzo, Tabaco City herein represented by its Schools Division Superintendent, DR. CECILLE BERNADETTE P. RIVERA hereinafter referred to as "DEPED- T ABACO CITY"

WITNESSETH THAT:

WHEREAS, the FOUNDATION envisions that every Filipino is able to access basic community services and live a life defined by dignity, purpose and active participation in nation-building;

WHEREAS, the FOUNDATION aims to contribute to the mitigation of hunger, attributed to cause low school attendance and high drop-out rates among Grades 1 and 2 pupils in public elementary schools, through its in-school feeding initiative dubbed as "Busog, Lusog, Talino" program (the "Program");

WHEREAS, the LOCAL PARTNER, DEPED-TABACO CITY and LGU- TABACO CITY recognize the need to improve the nutritional status of undernourished public elementary pupils for them to have better chances of continuing their education;

WHEREAS, the parties seek to cooperate to undertake the implementation of the Program from the period June 1, 2012 to May 31, 2015;

NOW THEREFORE, in consideration of the foregoing premises and of mutual covenants herein set forth, the parties agree as follows:

1. The Program

This Agreement outlines the details of the Program to be implemented between FOUNDATION and LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY.

A comprehensive feeding and parents' education program, complemented by employee volunteerism among Jollibee Foods Corporation (JFC) store employees, shall be implemented for 136 school days per school year in (number of schools in words and figure) public elementary schools in Tabaco City for the benefit of pupils in the first and second grade, the total of which should not exceed 40 pupils per school.

2. Program Duration

The Program duration shall be for three (3) years beginning June 1, 2012 to May 31, 2014. Annex A outlines the annual timetable of the Program.

3. Program Financing

3.1 Program financing will be governed by the BL T Counterpart Policies. Please see Annex B.

3.2 The total program cost for the first year of the effectivity of this Agreement is amount in Word and figures. Of this amount, the FOUNDATION shall provide a total of amount in word and numbers will be provided by LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY in the form of cash or non-cash support. The funds will be used as stipulated in the Program Budget contained in Annex C which forms an integral part of this Agreement.

3.1 The amount of amount shall be provided by the FOUNDATION to LOCAL PARTNER based on the following schedule of payments:

1 st release (On or before 2 nd week of July)	40% of the amount or amount in numbers	Upon submission of Projected Number of Schools and Pupils for the current school year
2 nd release (On or before 1 st week of October)	30% of the amount or amount in numbers	Upon completion of 25 feeding days and submission of the: ~ Certificate of Completion of 25 Feeding Days ~ Final Masterlist of BL T Pupils ~ School Affidavit of Undertaking ~ Previous Year's BL T Pupil Status (only for those doing BL T on the 2 nd year or more) ~ Certificate of Physical/Medical Exam and Deworming ~ Fund Disbursement Log Sheet ~ Financial Report Summary
3 rd release (On or before 2 nd week of November)	Remaining balance based on actual number of schools and pupils but not to exceed the amount of amount in numbers, (30% of FOUNDATION funding)	Upon completion of 45 feeding days and submission of the: ~ Certificate of Completion of 45 Feeding Days ~ Deed of Acceptance ~ Resource Mobilization Plan ~ BL T Report Card: Summary of BL T Achievements (Mid-year) ~ Financial Report Summary (Mid- year) ~ Fund Disbursement Log Sheet

3.2 Total program cost for the succeeding years will be determined by the total number of BLT pupils per year; provided, however, that this should not exceed 10 pupils per school; provided, however, that this should not exceed 10 pupils per school.

3.3 The FOUNDATION and LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY shall execute a Letter of Agreement on the succeeding years until May 31, 2014 to indicate their concurrence on the annual budget.

4. Functions and Responsibilities

4.1 The FOUNDATION shall:

4.1.1 Approve final roster of BL T schools;

4.1.2 Provide financial support to the program and oversee the release of funds to LOCAL PARTNER for the effective implementation of the Program.

4.1.3 Provide technical support and information materials to LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY and the participating schools in the management of the Program.

4.1.4 Conduct capacity-building interventions for the LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY in support of their program management functions.

4.1.5 Mobilize other agencies and resource organizations that would be needed to ensure the achievement of the objectives of the Program.

4.2 LOCAL PARTNER (THRU BU TABACO CAMPUS) shall:

4.2.1 Be financially accountable to the FOUNDATION for the funds to be provided to cover the cost of the feeding program. For this purpose, the LOCAL PARTNER shall:

- a. Open and maintain a Land Bank savings account of the checks sent on a tranche basis.
- b. Maintain a separate book of accounts for the program that is checked and verified by the accountant.
- c. Provide the FOUNDATION with an Official Receipt (OR) upon receipt of the funds and ensure that the FOUNDATION receives such OR within five (5) working days. Failure to submit the OR will suspend the release of the next payment.

4.2.2 Contribute cash or non-cash support to the program in the form of technical assistance in the conduct of program implementation monitoring and evaluation.

4.2.3 Assign qualified personnel to regularly monitor schools.

4.2.4 Oversee the implementation of the feeding cycle activities which include the following:

- a. Selection of program sites and partners
- b. Orientation of partners
- c. Selection of schools and pupils
- d. School orientation
- e. Deworming and physical check-up of pupils
- f. Daily lunch feeding
- f. Conduct of parent seminars
- g. Monthly weighing of pupils
- i. Program monitoring and evaluation

4.2.5 Consolidate pre-feeding, midyear and yearend requirements and reports of schools for submission to the **FOUNDATION**.

4.2.6 Lead in the development and implementation of program sustainability strategies such as, but not limited to, LGU advocacy, business sector partnerships and community fundraising.

4.2.7 Acknowledge the **FOUNDATION** as the main donor and partner in the Program.

4.3 **DEPED- TABACO CITY** shall:

4.3.1 Assist **LOCAL PARTNER** in overseeing the implementation of the feeding cycle activities.

4.3.2 Assign qualified personnel to monitor the schools.

4.3.3 Conduct spot checking of schools' financial records.

4.3.4 Assist **LOCAL PARTNER** in consolidating pre-feeding, midyear and yearend requirements and reports of schools for submission to the **FOUNDATION**.

4.3.5 Assist the schools in doing resource mobilization for **BL T** sustainability.

4.3.6 Share the Program learnings to other Divisions and schools and explore possible replication.

4.3.7 Acknowledge the **FOUNDATION** as the main donor and partner in the Program.

4.4 **LGU-TABACO CITY** shall:

4.4.1 Lead in the formation of the **BL T** Core Group in its area:

4.4.2 Assist **LOCAL PARTNER** in overseeing the implementation of the feeding cycle activities in its area.

4.4.3 Mobilize barangay health workers and barangay nutrition scholars in monitoring the feeding program.

4.4.4 Conduct spot checking of schools' financial records.

4.4.5 Allocate local government funds for sustaining the Program in its area.

4.4.6 Contribute support services from _____ city operating units and offices in terms of the following: a) provision of vegetable seed materials, micro-nutrient supplementation to target children, b) conduct of nutrition and health education, skills and livelihood trainings, deworming and medical check-up, and other related services, as may be appropriate for the target schools;

4.4.7 Acknowledge the **FOUNDATION** as the main donor and partner in the Program.

5. Right to Monitor and Audit

5.1 In order to ensure proper use of funds provided by the **FOUNDATION**, the **FOUNDATION** or its nominees shall have the right to monitor the activities of the **LOCAL PARTNER** in relation to the program/project.

5.2 The **LOCALPARTNER** shall use all funds disbursed by the **FOUNDATION**

only for the purposes of and in connection with the project/program in accordance with this Agreement and shall not use the funds directly or indirectly for any other purpose.

- 5.3 The **LOCAL PARTNER** shall adhere to those of **FOUNDATION** systems and procedures, (including without limitation those relating to financial accountability) as are prescribed by the **FOUNDATION** from time to time and shall comply with such internal financial procedures and documentation as are reasonably acceptable to the **FOUNDATION**.
- 5.4 The **FOUNDATION** may, at its discretion, itself or through its nominees, conduct, with or without notice, an audit or review/inspection of the project's financial and administrative records at any time during, and up to three years after the end of the project period on reasonable notice. This shall include without limitation the right to visit and inspect the project and the partner's office, review documents and take copies, as necessary.
- 5.5 If, following an inspection of a project and/or the **LOCAL PARTNER'S** offices and/or records, the **FOUNDATION** has reasonable cause to suspect that the **LOCAL PARTNER** failed to comply with the terms and conditions required by this clause, **FOUNDATION** may suspend its funding of the program! project pending further investigation.
- 5.6 The **FOUNDATION** may terminate the agreement without notice in the event of fraud or misappropriation by the **LOCAL PARTNER** involving the funds or by an employee of the **LOCAL PARTNER** who is involved in handling the **FOUNDATION** funds and require the return of the unspent funds including the amount misappropriated or disallowed as established in the audit investigation. This is without prejudice to filing a case (administrative or criminal) depending on the findings of the audit investigation.

6. No Employer-Employee Relationship

In no way shall the **FOUNDATION** be construed as the employer of the employees of the **LOCAL PARTNER, DEPED-TABACO CITY** and **LGU-TABACO CITY** or of any of the participants of the Program, such employees and participants being under the sole control and supervision of **LOCAL PARTNER, DEPED-TABACO CITY** and **LGU-TABACO CITY** for the entire duration of their participation in the Program.

7. Indemnity

LOCAL PARTNER, DEPED-TABACO CITY and **LGU-TABACO CITY** shall hold the **FOUNDATION** free and harmless from, and shall fully indemnify **FOUNDATION** against, any and all claims, damages, liabilities and costs (including legal fees) arising from or in connection with any of the following:

- 7.1 Claims by any participant, employee or representative of the **LOCAL PARTNER, DEPED-TABACO CITY** and **LGU-TABACO CITY** based on an assertion of the existence of an employee-employer relationship between such party and the **FOUNDATION**.
- 7.2 Claims arising out of physical injury, disability, loss, damage, or death sustained or suffered or caused by any of the following, save in cases directly caused by the fault or gross negligence of the Foundation:
- (i) employee or representative of the **LOCAL PARTNER, DEPED-TABACO CITY** and **LGU-TABACO CITY**.
 - (ii) any participant or beneficiary of the Program
 - (iii) any third party.

8. *Guidelines on the use of the DNo AIfO and Program LOGOS*

LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY may not use the logos on any material, product or medium unless with the prior written consent of the FOUNDATION. The material, product or medium should be sent to the FOUNDATION for approval before production and release. If the FOUNDATION allows the use of the logo and/or the Program, the LOCAL PARTNER, DEPED-TABACO CITY and LGU-TABACO CITY must acknowledge that the logos are owned by the FOUNDATION.

9. Amendment

This agreement may be amended and modified from time to time, in writing, signed, sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this instrument.

10. Termination

This agreement may be terminated by either party prior to the expiration thereof, in whole or in part, if both parties agree that the continuation of the Program would not produce beneficial results. Both parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures on the date herein above stated in

JOLLIBEE FOUNDATION, INC.

By:

BICOL UNIVERSITY

By:

BELEN O. RILLO

Vice-President

FAY LEA PATRIA M. LAURAYA

President

DEPED-TABACO CITY

By:

LGU OF TABACO CITY

By:

CECILLE BERNADETE P. RIVERA

Schools Division Superintendent

CIELO KRISSEL L. LUISTRO

City Mayor

Signed in the presence of:

MA. GISELA H. TIONGSON

Executive Director

PLUTOMELO N. NIEVES

Dean, AU Tabaco Campus

VIVIEN TORRECAMPO

Health & Nutrition Head De-Ed- Tabaco Cit

ESTHER CALISIN

HMTICit Nutrition Action Coordinator