

MEMORANDUM OF AGREEMENT

Made this 14th day of September 2010

BETWEEN

the International Training Centre of the ILO, Viale Maestri del Lavoro 10, 10127 Turin, Italy (hereinafter called the ILO Turin Centre), of the one part,

AND

Bureau of Secondary Education, Department of Education, DepEd Complex, Meralco Avenue, Pasig City, Philippines (hereinafter called the DEPED), on the other part,

Agree as follows:

Definitions

In this Agreement, the following words and phrases shall have the meanings hereby assigned to them, except where the context otherwise requires:

Agreement

means the present agreement and its annexes together with all amendments thereto as agreed to between the parties from time to time;

Annex(es)

means any document, approved by the Parties, which is, from time to time, incorporated into this Agreement in the form of appendices. These documents may be amended in writing, from time to time, by mutual agreement between the Parties;

Viale Maestri del Lavoro, 10
10127 Torino, Italy

Phone: +39 011 693 6111
Fax: +39 011 663 8842
E-mail: communications@itcilo.org

Days	means working days unless otherwise stated;
ILO Turin Centre	means the International Training Centre of the International Labour Organization;
DEPED	means the Bureau of Secondary Education, Department of Education of the Philippines;
DEPED copies	means reproductions made by DEPED;
Parties	means ILO Turin Centre and DEPED and “Party” shall mean either one of them;
Reproduction	means any copying of the materials supplied by ILO Turin Centre carried out by DEPED and does not include any copying by third parties;
Training Institutions	means education centres and technical colleges where the training of trainers and support staff will take place.

Clause 1: The ILO Turin Centre hereby grants to the DEPED, for ten (10) years, the non-exclusive right to reproduce the Know About Business training programme, based on the ILO Turin Centre publication in the English language entitled *Know about business - Edition 2008* (hereinafter referred to as KAB) subject to and in accordance with the provisions of this Agreement.

Clause 2: The ILO Turin Centre will provide DEPED with the complete KAB package on CD-ROM.

Clause 3: The contents of this CD-ROM can be reproduced either on CD-ROM or in print.

Clause 4: The reproductions made by DEPED (hereinafter referred to as the DEPED copies) shall be distributed exclusively to its students.

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Clause 5: DEPED will distribute copies for free to its students, to be used as instructional materials.

Clause 6: At the end of each year and before 31 January of the following year, DEPED will inform the ILO Turin Centre of the number of copies distributed during the calendar year.

Clause 7: The DEPED shall cause DEPED copies of the complete KAB package as supplied by the ILO Turin Centre on CD-ROM with acknowledgement of the authorship by the ILO Turin Centre.

Clause 8: The ILO Turin Centre shall retain all copyrights relating to the KAB package other than those specifically granted to DEPED under this Agreement. Furthermore, the rights granted to DEPED under this Agreement shall not be transferred or assigned, in whole or in part, to any third party without the prior approval in writing of the ILO Turin Centre.

Clause 9: Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities of the International Labour Organization.

Clause 10: Any dispute or controversy which cannot be resolved by mutual agreement within 60 (sixty) days or any claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force at the time the dispute or controversy is submitted for resolution. The decision of the arbitrators shall be accepted as final and binding on the parties.

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Clause 11: Until changed by notice in writing to the DEPED by the ILO Turin Centre, all communications required under the terms of this Agreement or otherwise to be addressed to the ILO Turin Centre shall be directed to the **International Training Centre of the ILO, Viale Maestri del Lavoro 10, 10127 Turin, Italy**, and until changed by notice in writing to the ILO Turin Centre by the DEPED, all postal communications required under the terms of this Agreement or otherwise to be addressed to the DEPED shall be directed to **Department of Education, Meralco Avenue, Pasig City, Philippines**. Any changes or modifications to the addresses shall be communicated in writing by registered mail and shall become an annex to this Agreement.

Clause 12: The terms of this Agreement shall not be disclosed to third parties unless agreed in writing.

Clause 13: Annexes may be added to this Agreement subject to the approval in writing of both parties. Any such annexes shall form an integral part of this agreement.

Clause 14: This Agreement shall enter into effect when signed by both parties.

Clause 15: In the event of either Party causing a breach of the terms of this Agreement, the aggrieved Party shall terminate this Agreement after giving thirty (30) days written notice to the other Party.

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IN WITNESS WHEREOF, duplicate originals of this Agreement have been signed on behalf of the Bureau of Secondary Education, Department of Education, DepEd Complex, by its officer thereunto authorized, and on behalf of the ILO Turin Centre, by its officer thereunto authorized, on the dates specified below.

For and on behalf of the

For and on behalf of the

DepEd

ILO Turin Centre

A handwritten signature in black ink, appearing to read 'Lolita M. Andrada', written over a horizontal line.A handwritten signature in black ink, appearing to read 'Dario Arri gotti', written over a horizontal line.

By: Dr. Lolita M. Andrada

By: Mr Dario Arri gotti

Director IV

Deputy Director

Bureau of Secondary Education

Department of Education

Pasig City,

Turin, 26 July 2010

Witness:

A handwritten signature in black ink, appearing to read 'Elizabeth G. Catao', written over a horizontal line.

Ms. Elizabeth G. Catao

Officer-In-Charge

Curriculum Development Division

BSE-DepEd

Witness:

A handwritten signature in black ink, appearing to read 'Peter Tomlinson', written over a horizontal line.

Mr. Peter Tomlinson

Programme Manager

Viale Maestri del Lavoro, 10
10127 Torino, Italy

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MEMORANDUM to –

Regional Directors	) Regions V, VI, CARAGA and ARMM
Schools Division/City Superintendents	) Masbate, Antique, Agusan del Sur and Maguindanao
Heads, Public Secondary Schools	) YEM-CFSS Pilot Schools

**MONITORING OF THE PILOT IMPLEMENTATION ON THE INTEGRATION OF YOUTH,
EMPLOYMENT AND MIGRATION (YEM) CONCEPTS
IN THE CP-TLE CURRICULUM**

1. The Joint Programme on Youth, Employment and Migration managed by the United Nations (UN) country team in collaboration with the Department of Education (DepEd) through the Bureau of Secondary Education (BSE) shall conduct the monitoring of the pilot implementation on the integration of Youth, Employment and Migration (YEM) concepts in the Career Pathways-Technology and Livelihood Education (CP-TLE) Curriculum on January 10-14, 2011 in Regions V and VI, CARAGA and ARMM. The UN country team is composed of the International Labor Organization (ILO), International Organization for Migration (IOM), UN Population Fund (UNFPA) and UN Children's Fund (UNICEF).

2. This activity will serve as a venue for assessing the pilot implementation on the integration of YEM concepts in the CP-TLE Curriculum. Specifically, the monitoring aims to:

- a. observe teachers in the classroom to assess the extent in which they teach for understanding the CP-TLE Curriculum with YEM integration using the Understanding by Design (UbD);
- b. conduct interviews with students, teachers and principals involved in the program;
- c. assess readiness of pilot schools in putting up income generating projects; and
- d. identify support measures/activities relating to YEM interventions.

3. The participating schools to this activity are the designated twelve (12) YEM pilot schools in the divisions of Antique, Agusan del Sur, Masbate and Maguindanao. The monitoring team are BSE CP-TLE specialists and consultants from the Technological University of the Philippines (TUP) and the UN country team. Please see enclosure for the list of members of the monitoring team.

4. Traveling expenses and per diems, professional fees for monitors, supplies and materials and all other expenses relative to the monitoring activity shall be charged to the Spanish Funded MGD-F YEM through direct mode of payment, subject to the usual accounting and auditing rules and regulations.

5. For more information, please contact Mr. Augustiniano A. Gutierrez, Curriculum Development Division, Bureau of Secondary Education (CDD-BSE), DepEd Complex, Meralco Avenue, Pasig City at telephone nos.: (02) 632-7746 and (02) 632-7586 or through e-mail at bhoiegutierrez@yahoo.com.

6. Immediate and wide dissemination of this Memorandum is desired.


YOLANDA S. QUIJANO
Undersecretary
Officer-in-Charge

Encl.: As stated



Enclosure I

DepEd – YEM MONITORING TEAM
10-14 January 2011

GROUP I - MASBATE DIVISION

- | | |
|-------------------------------|-------------------------------------|
| 1. Mr. Carlo Calimon | - Let's Go Foundation |
| 2. Mr. Jon Michael Villaseñor | - UNICEF |
| 3. Mr. Emmanuel Valdez | - F.F. Halili National Agr'l School |
| 4. Ms. Rosalia Cabanilla | - Head Teacher, Retired |

GROUP II - ANTIQUE DIVISION

- | | |
|-------------------------------|--|
| 1. Ms. Cristina Villanueva | - International Organization for Migration (IOM) |
| 2. Ms. Roche Angon | - International Labour Organization (ILO) |
| 3. Mr. Alberto Dumo | - Bureau of Secondary Education |
| 4. Mr. Augustiniano Gutierrez | - Bureau of Secondary Education |

GROUP III - AGUSAN DEL SUR DIVISION

- | | |
|--------------------------|---------------------------------|
| 1. Mr. Edwardson Flores | - UNFPA |
| 2. Dr. Estrella Añonuevo | - ATIKHA |
| 3. Mr. Virgilio Santos | - Bureau of Secondary Education |
| 4. Ms. Helen Flora | - San Francisco NHS |

GROUP IV - MAGUINDANAO DIVISION

- | | |
|------------------------|---|
| 1. Ms. Ruth Georget | - UN, Country Team |
| 2. Ms. Ma. Teresa Cruz | - International Labour Organization (ILO) |
| 3. Dr. Romeo Ebonite | - Technological University of the Philippines (TUP) |
| 4. Mr. Roberto Daquil | - Manila High School |

Noted:



ALBERTO B. DUMO
Education Program Specialist II
CP-TLE Lead Person

22 Dec 2010