MEMORANDUM OF AGREEMENT

Between

University of the Visayas, an internationally recognised private non-sectarian university corporation duly organized and existing under Philippine laws, represented in this instance by its President, Dr. Conrado E. Iñigo Jr., Vice President for Academic Affairs, Dr. Anna Lou C. Cabuenas, and Dean College and Graduate School of Education, Dr. Aileen C. Costas, hereinafter referred to as UV, located in Corner Colon and D. Jakosalem Sts., Cebu City, Philippines.

and

Becky O Foundation, a registered Australian Foundation, represented in this instance by its CEO, Danielle Nicole Lotzof, Australian, of legal age, a resident of Sydney City, hereinafter referred to as the Becky O.

and

Barangay Day-As, a local government unit created under existing Philippine Laws, represented in this instance by its Barangay Captain, Hon. Freddie T. Esmas hereinafter referred to as BDA, located at 1 Sikatuna St, Cebu City, Cebu, Philippines.

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and

Zapatera Elementary School, represented by its principal Shiela B. Pancho, hereinafter referred to as ZES, located at Sikatuna St, Cebu City, Cebu

and

Zonta Club of Cebu I, represented by its President ZN. MELITA T. RAMOS and the Chair of the Committee of Education, ZN. DR. MATHEA M. BAGUIA, with principal office at Avenir bldg., 10th floor, Unit O, Archbishop Reyes Ave., Lahug, Cebu City, 6000 Philippines

WHEREAS UV is a non-stock and non-profit organization with the Tax Identification Number (TIN) 000565868000. The university is committed to academic excellence, transformational, and innovative education. To achieve this goal, it aims to develop the talents and potentials of the students to be responsive to the changing local and global industry requirements, capacitate a community guided by the university extension program and be a catalyst for social transformation, and develop a community of God-centered, nationalistic, and globally competitive professionals with proactive values and attitudes.

WHEREAS Becky O, Australian Business Number 30 658 994 597, is an organisation that is delivering the READucate literacy program. The READucate program uplifts disadvantaged individuals and communities through its peer-to-peer, holistic approach to learning and a method that enables any literate person to teach another person to read and write.

WHEREAS BDA is a barangay committed to providing learning opportunities to its struggling residents, recognizing the importance of education in improving their quality of life. The barangay seeks to support individuals who face challenges in literacy and learning by creating accessible educational initiatives that promote functional literacy and lifelong learning for all, especially those in need.

WHEREAS ZES is a public educational institution committed to providing inclusive and equitable quality education to all learners, especially those who are struggling academically. The school endeavors to implement targeted interventions and innovative teaching strategies that cater to the diverse learning needs of its students.

WHEREAS ZCC is a member of Zonta International, a worldwide organization of women executives in business and in the professions working together to advance the status of women and girls through service and advocacy. Zonta Club of Cebu I aims to provide the legal, political, economic, educational and professional status of women. It promotes equal access to good health, education, and justice without fear from physical, mental, and emotional abuse and with freedom for any pursuit of happiness, with SEC registration no. CN201332300.

WHEREAS UV, Becky O, BDA, ZES and ZCC (who may be referred to individually as the "Party" and collectively as the "Parties") share common goals and objectives with regard to fighting illiteracy and increasing access to high-quality and impactful education.

Therefore, based on mutual trust and in the spirit of cooperation, the Parties hereby agree to the following:

Article 1: Scope

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- The objective of this Memorandum of Agreement (hereinafter referred to as "MOA") is to provide a cooperative framework within which the Parties can develop and implement relevant activities
- The Parties agree to jointly pursue cooperation based on their respective mandates, missions, goals, needs, expertise, networks, work programs, and policies
- The Parties are committed, where practical to work collaboratively to deliver the READucate Program to appropriate learners requiring reading instruction
- The Parties intend to utilize and leverage their existing resources and facilities for the mutual benefit of individuals, teams, organizations, government, and institutions
- As part of the Parties' mutual commitment, the Parties will act by the spirit and intent of this MOA, even though neither party intends that it be legally binding

Article 2: Goals and Objectives

Reading literacy is a major problem in many communities across the world, with over 733 million illiterate children and adults.

Furthermore, the Philippines requires focus and support, as it ranked 77th out of 81 countries globally participating in the Programme of International School Assessment 2022. The Philippines scored approximately 120 points lower than the average scores in reading. This indicates that students are five to six years behind in learning competencies, according to the Department of Education (DepEd). In addition, the World Bank stated in a 2022 report that a significant proportion (91%) of ten-year-olds in the Philippines faced challenges in achieving a basic level of literacy, specifically in reading and comprehension.

Becky O is seeking to help address low levels of reading literacy through the READucate Program, particularly in disadvantaged communities. The READucate Program has been tried, tested, and continuously improved for over 80 years.

The Parties will work together to deliver a project in Barangay Day-As, and the project has the following objectives:

- · Enhance learner levels of reading comprehension in English
- Improve well-being, confidence, and self-esteem
- Support Reading Coaches to deliver lessons to learners, and uplift teaching capability
- Monitor and evaluate learner and Reading Coach progress and outcomes

Article 3: Roles and Responsibilities

UV is responsible for the following:

Category	Responsibilities
Project Management	 Support program design, implementation planning, and proposal development Assist in the development of the MOA based on the agreed scope, roles, and policies Attend bi-monthly Project Management Team (PMT) meetings, execute agreed-upon actions, and address mitigation measures Notify the READucate team of any updates, conflicts, or events that may impact the overall program outcomes Provide timely updates on major decisions affecting the planned implementation model Ensure transparency in decision-making processes Support initiatives that promote the long-term sustainability of the program
Resource Management	 deploy tutors, specifically College of Education interns, to be trained for the implementation of the Reading Literacy Lessons. Allocate appropriate facilities and infrastructure for training on April 23 and 24 Provide necessary school supplies (e.g. pencils, erasers, sharpeners, and notebooks) for learners participating in the READucate program Supply Reading Coaches with essential teaching materials, including chalkboards or whiteboards
Events	 Facilitate orientation activities and the closing ceremony Conduct an orientation session for learners and parents (with support from READucate) Support the coordination and logistics of training, lesson delivery, and events (orientations, ceremonies) Assist in the facilitation of all orientation and event activities, including necessary communications
Lesson Delivery	Conduct the pre-test on April 25 with the support of READucate







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READucate, ensuring they can effectively balance lesson delivery with their academic workload Support procurement and logistics for the resources required for lesson delivery Contribute to monitoring and evaluation activities, implementing Monitoring & short-term improvements where needed Evaluation Document and share photos and videos of lessons on a weekly basis for coaching and remote monitoring purposes Follow-up on learner absences, proactively addressing absences without valid reasons Play a key role in supporting the 9 trained education interns Stakeholder Management throughout the program. This includes academic guidance, mentoring, and ensuring that student responsibilities related to the READucate program are integrated smoothly with their academic commitments Take responsibility for managing any incidents or concerns related to the conduct or behavior of the 9 education interns, ensuring appropriate actions are taken in line with university policies Oversee and lead key change management activities, including

engagement with school staff, learners, and families

Ensure that all logistics for training, lesson delivery, and events are

Provide on-the-ground support during training and lesson delivery

Offer logistical assistance to the READucate Team throughout the entire course of the project, including coordination of transportation,

Identify, select, and brief 9 education students for training in

Becky O (READucate) is responsible for the following:

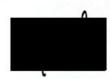
effectively managed

days as needed

Logistics Support

Category	Responsibilities	
Program Design and Project Management	 Develop the overall READucate program design and detailed implementation plan Submit the project plan for review and approval Finalize the program scope based on the approved project plan Draft, contribute to, and sign the MOA with partners Facilitate monthly Project Management Team meetings and provide documentation of meeting minutes and action points Communicate clearly and proactively with all partner stakeholders regarding timelines, changes, and key project updates 	
Training Delivery	 Deliver the training for 9 selected Reading Coaches from UV Provide all required READucate training materials and resources for Reading Coaches Supply materials for lesson delivery, including teaching guides, learner books, and visual aids 	

venue setup, and material distribution







	and procurement	 Oversee the procurement of program materials and resources not provided by partners Maintain a regularly updated inventory log of all materials distributed and used
conrado f and Grad Corner C and Becky (Daniell the Be and	Support & Incident Management	 Offer ongoing support to Reading Coaches throughout the program Provide access to online support materials Facilitate weekly coaching sessions with Reading Coaches to support lesson implementation, learner engagement, and classroom management Raise any concerns or report incidents involving the Reading Coaches directly to UV. UV will take appropriate action in line with their policies Raise any concerns or report incidents involving learners, parents, or the broader community to Barangay Day-As. The Barangay is responsible for taking appropriate and timely action to address such issues.
Bara this at:	Data management, monitoring, and reporting	 Ensure all monitoring and assessment data is gathered correctly, securely stored, and regularly updated in the designated data capture system. This includes data from meetings, pre/post tests, book tests, attendance, progress surveys, training surveys, etc. Analyze pre/post-test data to measure learner progress and overall program effectiveness Perform weekly data quality checks and provide feedback to improve data collection Analyse monitoring data on an ongoing basis to inform program

operations

Logistics, coordination,

Barangay Day-As is responsible for the following:

Category	Responsibilities	
Project Management	 Support program design, implementation planning, and proposal development Sign the MOA and commit to all requirements, including attending bimonthly PMT meetings and executing agreed-upon actions and mitigation measures Notify the READucate team of any events or conflicts that could impact overall program outcomes Provide timely updates on major decisions affecting the planned implementation model Ensure transparency in any decision-making processes Support initiatives that promote the long-term sustainability of the program 	
Resource	Allocate at least 25,000 pesos to support Project REACH program	

adaptation and continuous improvement
 Develop and submit a final implementation report

Coordinate closely with UV and BDA to ensure seamless logistics and



Management	 costs, school supplies, and other learning materials as proposed in the Budget Breakdown Allocate and maintain facilities for lessons and events Ensure that essential infrastructure, such as lighting, fans, seating, is available and functional throughout program activities Provide a safe and secure location to store program materials and resources throughout the program
Events	 Help facilitate the closing ceremony of the learners Support the coordination and logistics for lesson delivery and events Assist in the facilitation of all orientation and event activities, including local communications and announcements as needed
Lesson Delivery	 Ensure selected learners are available and committed to the defined READucate program schedule Ensure a designated supervisor is present during all lesson delivery sessions, ensuring the safety and security of both learners and Reading Coaches Ensure the safety and well-being of all learners Manage any incidents or issues involving learners, parents, or members of the broader community. Such concerns may be raised by READucate, UV, or any associated personnel, and the barangay is expected to respond appropriately
Monitoring & Evaluation	 Contribute to monitoring and evaluation activities, including the implementation of short-term improvements where needed Capture and send photos and videos of lessons weekly for coaching and remote monitoring Monitor learner attendance and follow up on absences, proactively addressing those without valid reasons
Stakeholder Management	 Lead local change management activities, including engagement with the school community, families, and Barangay Council Support efforts toward sustainability and long-term continuation of the program Provide at least one week's notice of any upcoming activities or events that may impact lesson delivery
Logistics Support	 Ensure all logistics for lesson delivery and events are effectively coordinated and managed Oversee the procurement and day-to-day logistics related to food provision and other Barangay supported resources Provide logistical support to the READucate team as needed during program implementation

Zapatera Elementary School is responsible for the following:

Category Respons	Responsibilities Identify and select struggling learners from Grades 3 to 6 residing in	
Learner Selection •		



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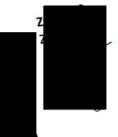
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and Participation	Barangay Day-As, based on agreed criteria for suitability to the READucate Program • Support the orientation of selected learners and their parents or guardians before the start of lessons
Coordination and Scheduling	 Communicate any planned school events, holidays, or other activities that may overlap or conflict with the READucate lesson schedule, with at least one week's notice
Support for Lesson Delivery	 Assign a point person (teacher or school coordinator) to serve as a liaison between the READucate, UV, Barangay Day-As, and the school staff Provide a facility available for lesson delivery from June 16 to July 25, covering the period after regular school hours once classes resume Ensure that essential infrastructure, such as lighting, fans, and seating, is available and functional throughout program activities
Communication and Partnership	 Maintain open lines of communication with the READucate, UV, and Barangay Day-As for all coordination needs, feedback, or issue escalation Share relevant learner information (academic performance data, learning challenges, or behavioral concerns)
Monitoring and Evaluation	 Actively contribute to monitoring and evaluation efforts, including feedback on learner progress and classroom engagement
Program Promotion and Sustainability	 Advocate for the value of the READucate Program among teachers, parents, and the wider school community Participate in planning discussions around program continuation or scale-up, where applicable Support efforts to document and showcase the outcomes of the program, including providing testimonials or participating in closing events

Zonta Club of Cebu 1 is responsible for the following:

Category	Responsibilities	
Resource Management	 Allocate at least 35,000 pesos to support Project REACH program costs, school supplies, and other learning materials as proposed in the Budget Breakdown Provide snacks for the learners throughout the 60-day training sessions 	
Learner Selection and Participation	Support the orientation of selected learners and their parents or guardians before the start of lessons	
Coordination and Scheduling	 Communicate any planned activities that may overlap or conflict with the READucate lesson schedule, with at least one week's notice 	
Support for	Assign a point person (Zontian Officer or coordinator) to serve as a	





Lesson Delivery	liaison between the READucate, UV, Barangay Day-As, and the school staff.
Communication and Partnership	 Maintain open lines of communication with the READucate, UV, Barangay Day-As, and Zapatera Elementary School for all coordination needs, feedback, or issue escalation
Program Promotion and Sustainability	 Advocate for the value of the READucate Program among teachers, parents, and the wider school community Participate in planning discussions around program continuation or scale-up, where applicable Support efforts to document and showcase the outcomes of the program, including providing testimonials or participating in closing events

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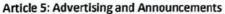
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Article 4: Renewal and Termination

- This MOA shall enter into force on the date of its last signature and will remain in full force and effect until terminated by any of the Parties
- The MOA may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities which have not yet been implemented.
- This MOA may be terminated by any of the Parties with immediate effect. Such termination shall be without prejudice to a) the orderly completion of any ongoing activity and b) any other rights and obligations of the Parties accrued prior to termination. The termination of this MOA will not affect any arrangements between the Parties for other agreements that exist on the date of termination, unless otherwise stated, or the Parties mutually decide otherwise.



Unless required by law, an announcement, circular, or other public disclosure including promotional materials such as newsletters, brochures, flyers, or annual reports, referring to the contents or subject matter of this MOA, must not be made or permitted by a party without the prior written approval of all the parties. Written approval can be electronic.

Where approved:

- Each Party authorizes the other Party to use its name, logo, and or trademark for the exclusive purpose of the execution of the clauses of this MOA
- · Parties shall mutually agree to a press release regarding the nature of the relationship
- Parties will be allowed to review and provide feedback on any advertising and announcements

Article 6: Intellectual property

The READucate Program will use the READucate materials (Copyright 2022 Becky O Foundation Limited). This artifact will not be distributed by any of the parties outside of this arrangement.







Article 7: Dispute Resolution

If a dispute or difference arises between or among the parties out of or in connection with this MOA, the complaining party may give the other a written notice specifying the dispute or difference that requires resolution

Within 10 days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and on a without prejudice basis to resolve the dispute or difference.

Article 8: Force Majeur

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Force Majeure means any event, matter or circumstance that is unforeseeable or is outside the reasonable control of a Party and prevents or restricts the performance by that Party of its obligations hereunder, and shall include: (i) acts of God; (ii) acts of war or the public enemy, whether war be declared or not, invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution and public disorders, including insurrection, rebellion, civil commotion, sabotage, riots and violent demonstrations; (iii) strikes, lockouts, riots, and labor disputes, in any such case which are widespread or nationwide; (iv) floods, tidal waves, explosions, fires, earthquakes, typhoons and other natural calamities; (v) expropriation or compulsory acquisition of all or any material part of the land covered by this Agreement; or (vi) any other event of similar nature which prevents a Party from performing its obligations under the Agreement.

None of the Parties shall be liable for any failure or delay in the performance of its obligations under this MOA in case of, but only to the extent caused by, any Force Majeure; provided, that the Party claiming relief has and continues to take all steps reasonably within its control to mitigate the effects of such Force Majeure; provided further, that the Party invoking this article is not guilty of concurrent negligence, bad faith and/or is not in delay.

The Party seeking to rely on an event of Force Majeure to excuse failure or delay in the performance of its obligations pursuant to this Article shall notify the other Parties, as soon as reasonably possible, of the nature of the Force Majeure claimed and the extent to which the such Force Majeure affects the Party's obligation under this MOA, and such Party shall resume the performance of its obligations, as soon as reasonably possible, when the Force Majeure no longer exists.

If a Force Majeure occurs during the effectiveness of this Agreement, the Parties may, by mutual written agreement, extend the term of this Agreement, equal to the period of time for which performance is excused as a result of the Force Majeure. The Parties will consult with each other and take all reasonable steps to minimize the loss and/or damage incurred or suffered by any Party, resulting from the Force Majeure.

Signatures

Signatures

Signed for Becky O by its authorised representative in the presence of:

ALLIAN VERNATINA LAUGIAUG

Signature of Authorised Representative

MS. ALLIAH VERNADIZA LAUGLAUG

Name of Witness

MS. RENSKE BIJL-OSMEÑA
Name and title of Authorised Representative

Date:

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Signed for University of the Visayas by its authorised representative in the presence of:

Signature of Authorized Representative

Signature of Authorized Representative

DR. CONRADO E/INIGO JR.

Name and title of authorised representative

DR. ANNA LOU C. CABUENAS

Name and title of Authorised Representative

DR. AILEEN'C. COSTAS Name of witness

Date:

Signatures

Signed for Barangay Day-As by its authorised representative in the presence of:

Signature of Authorized Representative

Signature of Authorized Representative

SHIELA B. PANICHO

Name of Witness

HON. FREDDIE T. ESMAS

Name and title of Authorised Representative

Date:

Signed for Zapatera Elementary School by its authorised representative in the presence of: Signature of Witness Signature of Authorised Representative GUIMPA M. MOROLAIN MRS. SHIELA B. PANCHO Name and title of Authorised Representative Name of Witness Signed for Zonta-Club of Cebu 1 by its authorised representative in the presence of: Signature of Authorized Representative Signature of Authorized Representative President ZN. MELITAT. RAMOS ZN. DR. MATHEA M. BAGUIA Name and title of Authorised Representative Name and title of Authorised Representative Signature of Witness Signature of Authorised Representative PP RUFINA TANCHAN VPI PP STELLA BERNABE Name of witness Name of Witness Acknowledgmen Republic of the Philippines City of Cebu Date: personally appeared and known to me to be the same person with their completed evidence of identity who executed the foregoing memorandum of Agreement and Acknowledged to me that the same in their free and voluntary and and aced. witness my hard and real , on the date and place first above 20 DOC. NO ... 42 SESTORGIO Page No. ATTY. DAD 46 Notarial Commission No. 90 5 until December 31, 2026 Book No .. Attorney's Rol No. 3,015.April 27, 2015 IBP No. 110604 Cebu City Chapter 2025 Series of. 03, 2024, Cebu Capitol