



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DepEd-DICT Joint Memorandum Circular No. 1, series of 2025

*Guidelines in the Implementation of the
Connectivity Enhancement Program for e-Learning in Public Schools*

I. Basis of the Guidelines

A. Background

In accordance with the directive of President Ferdinand “Bongbong” Marcos, Jr. during the 2025 State of the Nation Address to provide reliable internet connectivity in all public schools, particularly the nearly Twelve Thousand (12,000) public schools that remain unconnected, the Department of Education (DepEd) and the Department of Information and Communications Technology (DICT) are collaborating to accelerate efforts toward universal connectivity in basic education.

Access to reliable internet connectivity has become an essential component of modern education, enabling access to digital learning materials, teacher training, and administrative systems. However, many schools in geographically isolated and disadvantaged areas (GIDAs) across the Philippines remain unserved or underserved by Public Telecommunication Entities (PTE) due to the high cost and logistical challenges of extending terrestrial infrastructure.

Despite various national information and communications technology (ICT) initiatives, data from DepEd show that a significant number of public schools, particularly in barangays located in islands, mountainous regions, and conflict-affected areas, lack sufficient connectivity to participate in online learning, to access government portals, or to communicate efficiently with regional and central offices.

These efforts include leveraging satellite connectivity to bridge the digital divide, particularly in unserved and underserved areas. Satellite technology provides a viable, scalable, and immediate solution for connecting remote schools, enabling inclusive digital transformation even in areas where traditional wired or terrestrial wireless infrastructure is unavailable or impractical.

B. Scope

The Connectivity Enhancement Program for e-Learning in Public Schools (“Program”) will target public schools located in unserved or underserved areas, defined by the absence or lack of functional fixed or mobile broadband infrastructure, as determined

by a combination of field reports of DepEd and other sources of connectivity data. The initial coverage will include:

1. Selected remote elementary and secondary schools in GIDAs across Luzon, Visayas, and Mindanao;
2. Schools that are beyond the economic or technical reach of fiber or mobile broadband; and
3. Institutions prioritized under national education recovery and resilience programs, including those in disaster-prone and indigenous communities.

The Program will deploy satellite broadband terminals, supporting Wi-Fi for internal school use, and including school connectivity during emergencies.

C. Purpose

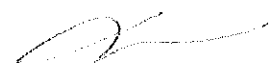
The Program aims to:

1. Bridge the digital divide by providing reliable internet access to public schools in remote, unserved, and underserved areas;
2. Support inclusive education by enabling access to DepEd's learning management systems, online resources, teacher development platforms, and ICT-based teaching; and
3. Enhance school administration and coordination, enabling timely reporting, compliance with DepEd internal systems, and communication with division and regional offices.

II. Definition of Terms

For purposes of these Guidelines, the following terms are hereby defined:

1. **2025 General Appropriations Act (GAA)** refers to Republic Act (RA) No. 12116 entitled, "An Act Appropriating Funds for the Operation of the Government from January 1 to December 31, 2025."
2. **BAC** refers to DICT's Bids and Awards Committee.
3. **Basic Education Information System (BEIS)** refers to DepEd's information system which contains basic school information based on school reports such as electricity status, status as a Last Mile School, connectivity status, number of teachers, students, etc.
4. **CO** refers to the Central Office of a specified Department.
5. **COA** refers to the Commission on Audit.
6. **DBM** refers to the Department of Budget and Management.
7. **DepEd** refers to the Department of Education.
8. **DICT** refers to the Department of Information and Communications Technology.



9. **Geographically Isolated and Disadvantaged Areas (GIDAs)** refer to areas with communities or populations that are marginalized or disadvantaged in terms of internet connectivity. These may be physically isolated or affected by socio-economic factors such as poverty, conflict, natural or man-made disasters, or lack of infrastructure, etc.
10. **Joint Steering Committee (JSC)** refers to the inter-agency committee established under these Guidelines, co-chaired by DepEd and DICT representatives, to oversee and coordinate the Program.
11. **Last Mile Schools** refer to schools identified under DepEd Memorandum No. 59, s. 2019 entitled, "Prioritizing the Development of the Last Mile Schools in 2020-2021: Reaching Out and Closing the Gap." For purposes of these Guidelines, it particularly refers to Last Mile Schools that rely on solar power systems, pursuant to Special Provision No. 26 of the 2025 GAA.
12. **Low-Earth Orbit (LEO) Satellites** operate at altitudes of approximately 500 to 2,000 kilometers above Earth, providing low-latency internet suitable for real-time applications such as voice and data transmission.
13. **Program** refers to the Connectivity Enhancement Program for e-Learning in Public Schools under the 2025 GAA involving both DepEd and DICT.
14. **Program Budget** refers to the allocation of One Billion Five Hundred Million Pesos (PhP1,500,000,000.00) sourced from the 2025 GAA to fund the Program.
15. **Public Telecommunication Entities (PTEs)** refer to any person, firm, partnership, or corporation, government or private, engaged in providing telecommunications services to the public for compensation. They typically provide terrestrial infrastructure such as fiber, digital subscriber line (DSL), or mobile networks.
16. **Remote Schools** collectively refer to GIDA schools, whether unserved or underserved, and/or Last Mile Schools, based on the BEIS data of the most recent school year.
17. **RO** refers to the Regional Office of a specified Department.
18. **SARO** refers to the Program Budget's Special Allotment Release Order, issued by DBM to DepEd, with DepEd as the requesting agency.
19. **Satellite Connectivity** refers to the use of satellite-based communication systems to provide internet access in areas where traditional PTE infrastructure is unavailable, insufficient, or impractical.
20. **SDO** refers to the Schools Division Office of DepEd.
21. **Special Provision** refers to Special Provision No. 26 of the 2025 GAA, which provides the legal basis for DepEd and DICT to implement the Program.



22. **Underserved Schools** refer to schools that fall within the existing coverage of PTE networks but have poor, unreliable, or inadequate service to meet the school's needs.

23. **Unserved Schools** refer to schools that do not fall within the existing coverage of PTE networks.

III. Governance Structure

A. Joint Steering Committee (JSC)


1. A Joint DepEd-DICT Steering Committee is hereby created to provide overall direction to and oversight over the Program. Its members and its co-chairpersons shall be designated by the Department Secretaries and shall be composed of the following:

Co-chairperson:	Undersecretary/Assistant Secretary, DepEd
Co-chairperson:	Undersecretary/Assistant Secretary, DICT
Members:	Project Director, DepEd
	Project Director, DICT
	Project Manager, DepEd
	Project Manager, DICT
	Regional Directors of DepEd and DICT where the Program will be implemented

Should there be any modifications to the aforementioned designations, the existing members shall be duly and reasonably notified of the new designation.

2. The JSC shall meet monthly or more frequently as needed, in person or via teleconference. Its responsibilities include:
 - a. reviewing progress and reports;
 - b. resolving inter-agency issues;
 - c. approving any necessary adjustments to implementation strategies;
 - d. ensuring compliance with these Guidelines;
 - e. including additional members to the JSC, as may be deemed necessary, subject to prior notice of such designation by the Department Secretary concerned;
 - f. formulating basic cybersecurity practices ("cyber hygiene") intended for school ICT coordinators and system users; and
 - g. reporting significant accomplishments or concerns to the DepEd and DICT Secretaries.
3. The JSC may invite representatives from other agencies for consultation on specific matters as observers/advisors, e.g., the DBM with respect to fund releases, the COA with respect to audits, etc.

B. DepEd Program Team (PT)



1. DepEd-Central Office shall designate the Information & Communications Technology Service (ICTS) as its internal Program Team to handle day-to-day tasks such as:
 - a. consolidating the list of Remote Schools;
 - b. preparing technical specifications;
 - c. coordinating with DepEd regional and division offices; and
 - d. monitoring DICT's implementation of the Program.
2. The PT will be the primary recipient of DICT's reports and will prepare consolidated reports for DepEd.
3. It will also handle communications to schools about the Program's schedule and any preparatory or follow-up actions needed on the DepEd side.

C. DICT Project Implementation Unit (PIU)

1. The DICT Free Public Internet Access Program Management Team shall serve as the Project Implementation Unit/Project Team, which could be anchored under an appropriate bureau or service. Notwithstanding any future change in its name and structure, it shall continue to perform the same functions and responsibilities as the designated Project Implementation Unit, unless otherwise expressly provided.
2. This unit will:
 - a. coordinate all procurement and deployment activities;
 - b. validate the technical specifications of the TOR, including but not limited to the Scope of Work, Technical Requirements, and Service Level Agreement;
 - c. liaise with DICT Regional Directors and field personnel; and
 - d. serve as the point of contact with DepEd's PT.
3. The Project Director may be designated to lead this unit. Additionally, each DICT RO involved will appoint a focal person or team for on-site implementation in their region to work closely with DepEd's SDOs.
4. DICT's PIU will consolidate regional and central inputs on procurement and implementation progress, issues, and concerns, and submit the reports to DepEd and the JSC. The Service Level Agreement (SLA) Report, detailing service availability and performance, will be provided to DepEd upon request.

D. Focal Persons and Communication Lines

1. A multi-tiered coordination approach shall be adopted to ensure responsiveness and that all critical issues can be resolved during implementation.
2. Aside from DepEd PT and the DICT PIU, each agency shall exchange lists of official focal persons at the regional and division levels to facilitate direct



coordination. For instance, each DepEd Regional ICT coordinator should know the DICT Regional Focal for their area and vice versa.

3. Focal persons shall:

- a. ensure that the installation and deployment of the satellite connectivity solution within their respective areas are carried out on schedule;
- b. ensure that appropriate trainings are provided to the concerned school personnel; and
- c. ensure that communication protocols are established (e.g., biweekly coordination calls, a shared email group for updates) and quick issue escalation paths are in place such that field issues that cannot be solved at the regional level are escalated to the Central Office Project Teams of DepEd/DICT, and if needed to the JSC.

E. Collaborative Development of Protocols

1. The JSC and the designated teams will collaboratively develop any detailed protocols not fully covered by this Guidelines.
2. This may include but not be limited to:
 - a. an updated list of schools pursuant to a change of circumstances;
 - b. a detailed Monitoring and Evaluation (M&E) Plan;
 - c. a communication plan for stakeholders; or
 - d. technical support requests from schools.
3. Once developed and agreed, such protocols will be issued as annexes or supplemental Guidelines under authority of this Joint Memorandum Circular.

IV. Identification of Program Beneficiaries

A. DepEd Candidate Schools, Regional & Division Office Validation

1. DepEd shall initially generate the list of Remote Schools.
2. The preliminary list of Remote Schools shall be transmitted to the respective DepEd ROs for field-level validation.
3. ROs will forward the candidate list to the concerned SDOs, who shall validate each school using a standardized checklist. This checklist shall cover:
 - a. actual travel time from the nearest municipal/city center and accessibility conditions;
 - b. presence or absence of mobile/data signal;
 - c. power source;
 - d. physical infrastructure status (classrooms, equipment, etc.);
 - e. community context (indigenous peoples population, poverty incidence, etc.); and



- f. any recent changes not reflected in the list and/or existing information systems (e.g., newly energized schools or signal towers).
4. The SDOs shall submit their validated reports and checklists back to their respective ROs for review.
5. The ROs shall consolidate the validated SDO submissions and forward them to the DepEd PT for inclusion in the indicative list of Remote Schools.
6. During implementation, if a validated school is found to be ineligible (e.g., due to recent infrastructure upgrades or discovery of the presence of a telecommunication company), the concerned SDO may recommend a replacement school meeting the criteria, subject to revalidation and concurrence of the DepEd PT and the JSC.

B. School Readiness & Stakeholder Coordination

1. Upon finalization of the list of candidate schools for satellite connectivity, DepEd, through its ROs and SDOs, shall prepare the school sites and local stakeholders for the Program.
2. Preparation shall include:
 - a. determining existing satellite connectivity solutions within candidate schools;
 - b. issuing official notifications to each beneficiary school about any upcoming connectivity installations; and
 - c. outlining the school's responsibilities, such as but not limited to:
 - i. Securing a safe location for equipment; and
 - ii. Assigning a focal person and/or ICT coordinator to liaise with installers, etc.
3. DepEd SDOs shall coordinate with the respective local government units (LGUs), if needed, for any community support or LGU assistance (e.g., security during installation or minor site works).
4. Further, DepEd shall encourage school heads to engage the community (e.g., parent-teacher associations) to support and safeguard the new connectivity solution for the school. This provision, however, should not violate RA No. 4206 entitled, "An Act Prohibiting the Collection of Contributions from School Children of Public Primary and Intermediate Schools," as amended by RA No. 5546, and as implemented under DepEd Order No. 19, s. 2008 entitled, "Implementation of No Collection Policy in All Public Elementary and Secondary Schools," and DepEd Memorandum No. 041, s. 2024 entitled, "Reiteration of the 'No Collection Policy' in Schools."
5. For very remote sites, as determined during Regional and Division Office validation, DepEd should ensure that directions and guides are available to help



DICT's teams reach the schools. Any special site requirements should be communicated and prepared for to avoid delays on installation day.

V. Procurement Scope

A. Subject of Procurement

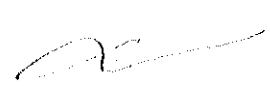
1. Procurement for satellite connectivity under the Program shall include connectivity subscription for at least one (1) year for each location. Both DICT and DepEd shall be granted user access to the Network Monitoring System (NMS), which provides real-time data on traffic, performance, and utilization, supported by prebuilt dashboards.
2. Connectivity subscription shall include provisions for, but not be limited to:
 - a. Satellite receiver kits and accessories;
 - b. Networking equipment, where necessary;
 - c. Installation services for mounting and configuring equipment, where appropriate;
 - d. After-sales services; and
 - e. Training services.

B. Segmentation of Lots

1. The *Subject of Procurement* shall be segmented to accommodate:
 - a. One (1) lot of managed services for high-speed satellite internet service for schools with either (a) less than or equal to one hundred (100) learners at the start of the school year; or (b) without electricity; and
 - b. One (1) lot of managed services for enterprise-grade satellite internet service for electrified schools with greater than one hundred (100) learners at the start of the school year.

C. Pre-Disaster Preparedness and Post-Disaster Operations

1. Satellite communications serve as a critical component of natural disaster resilience, particularly in scenarios where terrestrial infrastructure is degraded or non-operational. As such, satellite connectivity is indispensable for ensuring the continuity of educational services, even during emergencies.
2. Natural disasters include:
 - a. Earthquakes;
 - b. Typhoons;
 - c. Floods;
 - d. Ashfall;
 - e. Landslides;
 - f. Man-made disasters, such as wars, rebellion, and other similar events. Collectively, they may be aptly termed as "force majeure"; the effects



thereof shall be the consideration in addressing issues during contract implementation;

- g. Volcanic eruption; and
- h. Similar events.

3. Accordingly, winning bidders shall be required to furnish comprehensive instructional documentation, both in digital and hardcopy formats, detailing procedures for disaster preparedness and equipment safeguarding. These materials must be designed to enable schools to independently implement contingency measures, irrespective of contractor presence.
4. Post-disaster, in the event of disruption, all contractors shall be obligated to ensure that connectivity is restored within seventy-two (72) hours from the time of the disruptive event.

D. Renewal

1. Subject to the availability of funds or allocation and provisions of the 2026 GAA and subsequent GAAs, contract renewal will be explored, subject to the applicable accounting, auditing, budgeting, and procurement laws, rules and regulations.

VI. Procurement Proper

Details on the technical specifications, DICT procurement process, and DICT regional implementation, shall be indicated in the Terms of Reference (TOR) to be agreed upon by DICT and DepEd.

VII. Fund Transfer & Accounting Mechanisms

Details on the SARO processing, transfer of funds, tranching based fund release and liquidation, use of balance, retention money, progress billing framework of fund release, payment verification requirements, and consolidated fund utilization report, shall be indicated in the TOR to be agreed upon by DICT and DepEd.

VIII. Indicative Timeline

1. Day 1:
 - a. Signing of the Memorandum of Understanding (MOU) and this Joint Memorandum Circular by both Parties; and
 - b. Publication of the signed MOU and this Joint Memorandum Circular on the official websites of both Parties.
2. Day 2 to Day 30:
 - a. Signing of the Memorandum of Agreement (MOA) by both Parties;
 - b. DepEd shall submit a request to the DBM for the issuance of the SARO corresponding to the Program Budget;



- c. Identification of remote schools; and
 - d. DepEd to determine the percentage allocation of each lot per region based on the identification and categorization of schools.
3. Day 31 to Day 90 (or earlier):
- a. Conduct of the DICT procurement process in accordance with RA No. 12009; and
 - b. Evaluation and determination of winning bidders by DICT.
4. Day 91 to Day 210 (or earlier):
- a. Delivery of connectivity solutions to beneficiary schools by the winning bidders; and
 - b. Coordination with the winning bidders to grant DICT and DepEd with user access to the NMS, which provides real-time data on traffic, performance, and utilization, supported by prebuilt dashboards.

IX. Dispute Resolution Mechanism

DepEd and DICT commit to resolve any disagreements arising from these Guidelines or the Program implementation in an amicable and efficient manner:

A. Amicable Settlement

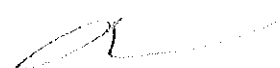
1. In the first instance, issues should be resolved through discussion within the JSC.
2. The committee will serve as the primary forum for ironing out differences in interpretation of Guidelines, responsibility boundaries, or any unforeseen situations.
3. Both Parties shall exert best efforts to reach a solution at this level, documenting the agreed resolution in the minutes of the meeting.

B. Elevation to Agency Heads

1. If the JSC cannot resolve a dispute or if an issue is particularly significant, the matter may be elevated to the Secretaries of DepEd and DICT.
2. The Secretaries may confer directly to settle the issue, guided by the MOU, this Joint Memorandum Circular, and the principle of cooperation.

C. Further Settlement of Disputes

1. In case of failure to settle amicably in accordance with Item B above, the dispute shall be settled in accordance with Chapter 14, Book IV, Title III of the Administrative Code of 1987 (Executive Order No. 292) and the Uniform Rules on Dispute Resolution for Government Agencies and Instrumentalities, and



Government-Owned or Controlled Corporations issued by the Department of Justice, in relation to Presidential Decree No. 242 s. 1973, otherwise known as "Prescribing Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, Including Government-Owned or Controlled Corporations, and for other Purposes."

D. Suspension of Work

1. During the pendency of any dispute, both DepEd and DICT should aim to avoid interruption of the Program as much as possible.
2. Disputed matters should be isolated so that the rest of the Program can continue. However, if a dispute is of such nature that continuing work could prejudice either party significantly or cause waste, the Parties may mutually agree to suspend certain activities until the dispute is resolved. Such suspension should be limited and documented, and efforts to fast-track the resolution must be undertaken.

X. Effectivity of Guidelines

A. Amendments

1. These Guidelines may be amended or supplemented by a subsequent Joint Memorandum Circular if both DepEd and DICT find it necessary.
2. Any amendment must be made in writing and signed by authorized officials of both agencies, and should be consistent with the spirit of the original Joint Memorandum Circular and not in contravention of any laws.
3. Minor operational changes that do not affect the overall policy direction can be done through JSC resolutions and implemented upon approval of the majority of the JSC, then ratified in the next JSC meeting.

B. Termination

1. This Joint Memorandum Circular shall remain in effect until the objectives of the Program are achieved and all obligations of each party are fulfilled.
2. Completion of the Program shall render these Guidelines ineffective; however, provisions related to post-project warranty, data privacy, and sustainability shall remain guiding references for the parties beyond the project term.

C. Separability

1. If any provision of these Guidelines is held invalid or unenforceable by a competent authority, the other provisions shall continue to be in effect.





2. The Parties shall amend the invalid provision as necessary to conform to the requirements of law while preserving the intent of the original provision, as agreed by both Parties.

D. Effectivity

1. This Joint Memorandum Circular shall take effect immediately upon signing by both Parties and publication on the DepEd and DICT official websites.
2. All DepEd and DICT units concerned are hereby enjoined to familiarize themselves with and implement these Guidelines strictly.


E. Governing Procurement Guidelines

1. All matters, procedures, or provisions not expressly covered by this Joint Memorandum Circular shall be governed by the applicable rules and regulations of the Government Procurement Policy Board (GPPB), including its issuances, circulars, and relevant procurement laws. In case of ambiguity or conflict, the GPPB Guidelines shall prevail.



JUAN EDGARDO M. ANGARA

Secretary

Department of Education


HENRY RHOEL R. AGUDA

Secretary

**Department of Information and
Communications Technology**

MEMORANDUM OF AGREEMENT

Connectivity Enhancement Program for e-Learning in Public Schools

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement**, hereinafter referred to as the "Agreement," is entered into this 13th day of August, 2025 at Makati, Philippines, by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law to ensure the delivery of quality basic education, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," with principal address at DepEd Complex, Meralco Ave., Pasig City, Philippines represented by the Secretary of the Department of Education, **JUAN EDGARDO M. ANGARA**, hereinafter referred to as "**DepEd**";

-and-

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, a government entity existing by virtue of RA No. 10844, otherwise known as the "Department of Information and Communications Technology Act of 2015," with principal office address at DICT Bldg., C.P. Garcia Avenue, UP Diliman, Quezon City, represented by the Secretary of the Department of Information and Communications Technology, **HENRY RHOEL R. AGUDA**, hereinafter referred to as "**DICT**";

The DepEd and DICT shall be collectively referred to as "**Parties**" and individually as a "**Party**."

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 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, under RA No. 10844, the DICT is mandated to be the primary policy planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national information and communications technology (ICT) development agenda;

WHEREAS, pursuant to RA No. 12028, otherwise known as the “Academic Recovery and Accessible Learning (ARAL) Program Act,” it is the declared policy of the State to 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, RA No. 10929, otherwise known as the “Free Internet Access in Public Places Act,” designates DICT as the lead implementing agency that will oversee the effective and efficient implementation of the Free Public Internet Access Program which covers public education institutions;

WHEREAS, both Parties recognize the importance of robust digital infrastructure, cybersecurity, and ICT capacity-building to support quality education and empower teachers, learners, and schools;

WHEREAS, both Parties desire to enter into a Memorandum of Agreement with terms and conditions agreed upon and embodied in this Agreement;

WHEREAS, both Parties recognize and undertake to comply with RA No. 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 Executive Order No. 2, s. 2016,” for the implementation of this Agreement;

WHEREAS, it is understood that the Parties are entering into this Agreement in their sovereign and governmental capacity;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the Parties agree as follows:

I. DESCRIPTION AND OBJECTIVES OF THE PROGRAM

Access to reliable internet connectivity has become an essential component of modern education, enabling access to digital learning materials, teacher training, and administrative systems. However, many schools in Geographically Isolated and Disadvantaged Areas (GIDAs) across the Philippines remain unserved or underserved by public telecommunication entities (PTE) due to the high cost and logistical challenges of extending terrestrial infrastructure.

Despite various national ICT initiatives, DepEd data show that a significant number of public schools, particularly in barangays located in islands, mountainous regions, and conflict-affected areas, lack sufficient connectivity to participate in online learning, to access government portals, or to communicate efficiently with regional and central offices.

To address this digital divide, satellite connectivity provides a viable, scalable, and immediate solution for these remote schools, enabling inclusive digital transformation even in the most challenging terrain.

II. PROGRAM SCOPE AND BENEFICIARY

The Connectivity Enhancement Program for e-Learning in Public Schools (“Program”) will target public schools located in unserved or underserved areas, defined by the absence or lack of functional fixed or mobile broadband



infrastructure, as determined by a combination of field reports of DepEd and other sources of connectivity data. The initial coverage will include:

1. Selected remote elementary and secondary schools in GIDAs across Luzon, Visayas, and Mindanao;
2. Schools that are beyond the economic or technical reach of fiber or mobile broadband; and
3. Institutions prioritized under national education recovery and resilience programs, including those in disaster-prone and indigenous communities.

The Program will deploy satellite broadband terminals, supporting Wi-Fi for internal school use, and including school connectivity during emergencies.

The Program aims to:

1. Strengthen internet connectivity in public schools;
2. Bridge the digital divide by providing reliable internet access to public schools in remote and underserved areas;
3. Support inclusive education by enabling access to DepEd's learning management systems, online resources, teacher development platforms, and ICT-based teaching;
4. Enhance school administration and coordination, enabling timely reporting, compliance with DepEd internal systems, and communication with division and regional offices; and
5. Ensure the effective implementation of the ARAL Program Act and Free Internet Access in Public Places Act.

III. DEPED-DICT JOINT MEMORANDUM CIRCULAR NO. 1, SERIES OF 2025

The provisions of the Joint Memorandum Circular No. 1, series of 2025 (JMC No. 1) shall be deemed to form and be read and construed as part of this Agreement.

IV. PROGRAM COST

The cost of the Program shall be derived from the Special Allotment Release Order to be released by the Department of Budget and Management (DBM) to DepEd, which is sourced from the Special Provision No. 26 of the 2025 General Appropriations Act (GAA).

Apart from the fund to be sourced from the 2025 GAA, each Party shall bear its own cost in the performance of its responsibilities under this Agreement and any expense that the Party may incur relative to the implementation of this Agreement shall be subject to the applicable, accounting, auditing, budgeting, and procurement laws, rules and regulations.

Both Parties assume no liability as to any defect or irregularity, if any, in the preparation of necessary documents related to the activity subject of this Agreement. For this purpose, both Parties presume that all documents submitted and to be submitted relative to this Agreement are valid.

V. RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DEPED

1. The DepEd-Central Office (CO) shall designate the Information & Communications Technology Service (ICTS) as its internal Program Team (PT) to handle day-to-day tasks such as:
 - a. Consolidating the list of Remote Schools;
 - b. Preparing technical specifications;
 - c. Coordinating with DepEd regional and division offices; and
 - d. Monitoring DICT's implementation of the Program.
2. DepEd shall submit the list of Program beneficiaries which shall be determined in accordance with the provisions of JMC No. 1.
3. DepEd shall transfer the funds to DICT under Special Provision No. 26 of the 2025 GAA, in accordance with the provisions of JMC No. 1, and in compliance with the relevant COA and accounting law and regulations.

B. RESPONSIBILITIES OF DICT

1. The DICT shall designate the DICT Free Public Internet Access Program Management Team to serve as its Project Implementation Unit/Project Team. This unit will:
 - a. Coordinate all procurement and deployment activities;
 - b. Validate the technical specifications of the TOR, including but not limited to the Scope of Work, Technical Requirements, and Service Level Agreement;
 - c. Liaise with DICT Regional Directors and field personnel;
 - d. Serve as the point of contact with DepEd's PT; and
 - e. Consolidate regional and central inputs on procurement and implementation progress, issues, and concerns, and submit the reports to DepEd and the Joint Steering Committee (JSC).
2. Each DICT Regional Office (RO) involved will appoint a focal person or team for on-site implementation in their region to work closely with DepEd's School Division Offices (SDOs).
3. DICT shall be the Procuring Entity (PE) and shall conduct the procurement to accomplish the goals of this Agreement and JMC No. 1.
4. As the PE, DICT shall invite an official representative of the DepEd to observe during the face-to-face conduct of the procurement activities at least five (5) days before the scheduled procurement activity. However, the PE may proceed to the said activity even with the absence of the DepEd provided that the DepEd were invited properly via an official written letter or electronic mail. These procurement activities shall be available for streaming on the DICT website in which the DepEd may monitor.

C. JOINT RESPONSIBILITIES

1. The Department Secretaries of each Party, within ten (10) days from the effectivity of this Agreement, shall designate the members and co-chairpersons from their respective agency to the JSC and shall be composed of the following:

Co-chairperson:	Undersecretary/Assistant Secretary, DepEd
Co-chairperson:	Undersecretary/Assistant Secretary, DICT
Members:	Project Director, DepEd
	Project Director, DICT
	Project Manager, DepEd
	Project Manager, DICT
	Regional Directors of DepEd and DICT where the Program will be implemented

Should there be any modifications to the aforementioned designations, the existing members shall be duly and reasonably notified of the new designation.

2. Aside from the PT and PIU, each Party shall exchange lists of official focal persons at the regional and division levels within ten (10) days from the effectivity of this Agreement, to facilitate direct coordination between the Parties.
3. The Parties shall follow the indicative timeline provided under JMC No. 1.

VI. CAPACITY AND AUTHORIZATION

The Parties hereby represent and warrant that they are 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 that is enforceable in accordance with its terms.

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.

VIII. AMENDMENTS

Minor operational changes that do not affect the overall policy direction can be done through JSC resolutions and implemented upon approval of the majority of the JSC, then ratified in the next JSC meeting.

No modifications nor supplements may be made except in writing and properly executed by the Parties. The Agreement shall remain in full force and effect unless duly amended, or until its expiration or termination.

IX. SETTLEMENT OF DIFFERENCES

DepEd and DICT commit to resolve any disagreements arising from these guidelines or the Program implementation in an amicable and efficient manner.

The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through the dispute resolution mechanism under Article IX (Dispute Resolution Mechanism) of JMC No. 1.

In case of failure to settle amicably in accordance with Item IX (A) – (B) of the JMC, the dispute shall be settled in accordance with Chapter 14, Book IV, Title III of the Administrative Code of 1987 (Executive Order No. 292) and the Uniform Rules on Dispute Resolution for Government Agencies and Instrumentalities, and Government-Owned or Controlled Corporations issued by the Department of Justice, in relation to Presidential Decree No. 242 s. 1973, otherwise known as "Prescribing Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, Including Government-Owned or Controlled Corporations, and for other Purposes."

X. WAIVER OF RIGHTS

Under this Agreement, no Party's delay or failure to exercise any right, power, or remedy shall be considered a waiver. The Parties understand that each situation is unique, and addressing one matter does not constitute a waiver of rights for any other issue. No single or partial exercise of rights shall preclude further exercises of those rights.

The failure of one Party to insist on the strict performance by the other Party of any stipulation or condition of this Agreement and/or exercise any right or remedy or option herein shall not be construed as abandonment, withdrawal, waiver, or cancellation of such stipulation, condition, right, remedy, or option. Such stipulation, condition, right, remedy, or option shall continue to be in full force and effect. Silence on the part of one Party shall not be considered as condonation or waiver of any breach or default by the other Party of any covenant or condition herein provided. No waiver shall be deemed to have been made by any of the Party, unless reduced in writing.

XI. DATA PRIVACY, CONFIDENTIALITY, AND NON-DISCLOSURE CLAUSE¹

Each Party in the performance of their respective duties and responsibilities under this Agreement and in the implementation thereof shall adhere to RA No. 10173, otherwise known as the "Data Privacy Act of 2012."

¹ In the event that the Parties will share personal information of data subjects, a separate Data Sharing Agreement should be entered into by the Parties and shall be attached as annex of this Agreement.

Both Parties agree to maintain strict confidentiality of any sensitive information exchanged under this Agreement. Such confidential information shall not be disclosed, transferred, or used by either Party without the prior written consent of the other. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations. Upon termination of this Agreement, all confidential information shall be returned or securely destroyed, unless otherwise agreed upon in writing.

The Parties cannot reproduce, share, distribute data and information derived by reason of this Agreement, to any third party, both local and international, without the express approval of the other Party.

XII. INTELLECTUAL PROPERTY

All Parties shall comply with RA No. 8293, otherwise known as the "Intellectual Property Code of the Philippines", as amended by Republic Act Nos. 9150, 9502, and 10372, and other applicable laws and rules governing intellectual property in the Philippines.

The Parties shall retain all intellectual property rights owned by them which includes but is not limited to copyrights, trademarks, tradenames, trade secrets, industrial designs, patents, and any other intellectual property that may be contained in any the tools, materials or platforms (electronic or otherwise) that each Party may use to implement the Programs (the "Intellectual Property").

The Parties may not use the company name, logo, trademark, service mark or tradenames of the other Party and/or its parent company, and the affiliates and subsidiaries of its parent company, as may be applicable, without the prior written approval of the such Party and/or the relevant company that owns such Intellectual Property.

Each Party may use the logos and knowledge products of the other Party, in relation to this Agreement, provided that such use is limited to academic and promotional materials, which include, but not limited to, logos, brochures, press releases, websites and other social media tools, provided further that the use is necessary and directly related to the accomplishment of the objectives of this Agreement. The use of the service marks of DepEd, if any, shall be in accordance with its Service Marks and Visual Identity Manual under DepEd Order No. 031, series of 2019, as may be further revised by the DepEd from time to time.

Each Party mutually hold each other 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. Attribution shall be given to both Parties in accordance with law.

XIII. FORCE MAJEURE

For purposes of this MOA, the term force majeure shall mean any and all events which could not have been foreseen, were inevitable and beyond the control of either party or which are foreseen but could not have been avoided and which materially affect the ability of either party to comply with any of its

obligations under this Agreement. It may include but not limited to the following:

1. Acts of war or the public enemy, whether war be declared or not;
2. Public disorders, riots, insurrection, rebellion, sabotage or violent demonstrations;
3. Strikes and other labor disputes;
4. Fires, typhoons, earthquakes, volcanic eruptions or other destructive catastrophes or natural calamities;
5. National emergencies;
6. Subsequently promulgated laws, resolutions, decrees, executive orders and other governmental rules and regulations which effectively prevent the parties from fulfilling their respective obligations under this Agreement;
7. Any other event which under Philippine laws or court interpretations is defined as force majeure and/or fortuitous event; or
8. Other circumstances beyond the control of the Parties or other analogous cases.

Any Party shall be excused from the partial or total performance of any of its obligations under this MOA and shall not be construed as in delay or in default in the performance of any obligation hereunder for as long the failure to perform such obligation shall be due to an event constituting force majeure.

1. Neither Party shall be responsible for any delay or failure in the performance of the obligations under this Agreement to the extent that such delay or failure is caused by an event constituting Force Majeure.
2. Upon concurrence of such event affecting the performance of the obligations under this MOA, the affected party shall immediately notify the other Party within 72 hours, or as soon as practicable, of the nature of the event, the effect of the same in the performance of the Party's obligations, and the estimated duration thereof. In such case, the affected Party shall not be considered in default in the performance of its obligation until the cessation of the Force Majeure.
3. The affected party shall notify the other Party of such cessation and shall be required to continue with the performance of its obligations.
4. If the Force Majeure continue to be unabated for a period of thirty (30) calendar days, either Party shall have the right to terminate this MOA by issuing a written notice within thirty (30) calendar days from the intended date of termination.

Force Majeure shall not excuse the failure of any Party to exercise due diligence or undertake reasonable measures to contain the effects of force majeure.

XIV. EFFECTIVITY AND TERMINATION

This Agreement shall be effective upon signing by the Parties and shall remain in force for a period of two (2) years from such date, renewable upon mutual written agreement of the Parties.

Either Party may pre-terminate this Agreement for any cause, provided the other Party is given at least thirty (30) calendar days prior written notice;

provided further, that the terminating Party is not guilty of fault or gross negligence.

Without prejudice to any other right or remedy in law or equity, either Party shall have the right to immediately pre-terminate this Agreement for valid cause, by giving the other party written notice. "**Valid Cause**" includes, but is not limited to, the following acts or omissions of the other Party:

- a. A breach of any material provision of this Agreement by the other Party, upon ten (10) days written notice to the other Party, provided that, during such ten (10)-day period, the breaching Party has failed to cure such breach;
- b. Commission or non-performance of any act which seriously harms or prejudices the terminating Party in any way;
- c. Upon mutual written agreement of the Parties;
- d. In case of national emergency such as, but not limited to, war and epidemic, and during the implementation of a national priority project;
- e. Violation of relevant laws, rules, regulations of departmental orders, circulars, and other official issuances; and
- f. Unreasonable delay in the performance of the duties and responsibilities therein.

The termination or pre-termination of this Agreement shall not affect the validity and completion of any project, program, activity, or contract that is already being executed pursuant to this Agreement or by virtue of separate agreements, unless mutually agreed upon by the Parties.

XV. INDEMNITY

The Parties shall hold each other free and harmless from any damage or liability that may arise from or is occasioned by their ordinary performance and exercise of their rights and obligations under this MOA, except when such damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives, or employees. Provided, however, that each Party shall be liable for damage to property or injury to persons caused solely by its negligence or fault or by and defect in or breakage of its equipment or connected apparatus or to any failure of the same to function and solely attributed to its facilities.

In cases of shared fault, liability shall be apportioned proportionally in accordance with each Party's degree of negligence.

XVI. NOTICES

1. Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered by registered mail to the physical address or sent to the electronic mail address of the respective Party's representative as shown below or to such other physical address or electronic mail address as may have been notified by a Party to the other Party and will be deemed to be duly given or made when delivered to the recipient at such physical address or electronic mail address:

DICT	DEPED
Philip A. Varilla Department of Information and Communications Technology DICT Central Office, C.P. Garcia Avenue, Diliman, Quezon City 1101 Philippines 8920-0101 philip.varilla@dict.gov.ph oasim@dict.gov.ph	Atty. Marcelino G. Veloso III Department of Education DepEd Complex, Meralco Avenue, Pasig City 8633-7256 marcelino.veloso@deped.gov.ph oasict@deped.gov.ph

- Each Party may change its contact person for purposes of this MOA upon written notice to the other Party within a reasonable period.

XVII. 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, partnership, 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.
- This Agreement, including any dispute relating to its existence, validity or termination, and any other matters arising out of or in connection with it shall be governed by and construed in accordance with the relevant laws of the Republic of the Philippines.

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

DEPARTMENT OF EDUCATION

By:

JUAN EDGARDO M. ANGARA
Secretary of the Department of
Education.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

By:

HENRY RHOEL R. AGUDA
Secretary of the Department of
Information and Communications
Technology

SIGNED IN THE PRESENCE OF

Assistant Secretary
Information and Communications
Technology Service,
Department of Education

Undersecretary
Department of Information and
Communications Technology

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____ personally, appeared the following:

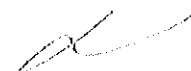
Name	Government Issued ID (Details)	Date and Place Issued
JUAN EDGARDO M. ANGARA		

known to me and to me known to be the same person 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 twelve (12) 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 and at the place first written above.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____ personally, appeared the following:

Name	Government Issued ID (Details)	Date and Place Issued
HENRY RHOEL R. AGUDA		

known to me and to me known to be the same person 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 twelve (12) pages including this page in which this acknowledgment is written, signed by the parties and their instrumental witnesses every page thereof.

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