

**RELEASE**  
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BY: Letra O...  
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Republic of the Philippines  
**Department of Education**  
Region I

DEPED REGIONAL OFFICE I  
**RELEASED**  
OCT 21 2020

11625

Advisory No. 057, s. 2020  
October 21, 2020

In compliance with DepEd Order (D.O) No. 8, s. 2013  
This advisory is issued not for endorsement per D.O No. 28, s. 2001  
but only for the information of DepEd Officials,  
personnel/staff, as well as the concerned public.  
(Visit [www.deped.gov.ph](http://www.deped.gov.ph))

**FREE WEBINAR: INTRODUCTION TO SPLAT (SUPPORTING PARENTS,  
LEARNERS, ADMINISTRATORS AND TEACHERS) SOFTWARE**

The RightSize Education Technologies, Inc. invites interested schools to participate in the Free Webinar: Introduction to SPLAT (Supporting Parents, Learners, Administrators and Teachers) Software by registering online at <https://SPLAT-PH.com/demo>.

Attached is the Overview of the SPLAT of Mr. Christopher Hancock, President of the RightSize Education Technologies, Inc. which contains important information, Memorandum of Agreement and Data Security Matrix for reference.

Personnel and staff of the Department of Education from the regional and schools division offices, including public and private elementary and secondary schools are invited to participate in the activity on a voluntary basis.

For more information, please contact:

Mr. CHRISTOPHER HANCOCK  
President, RightSize Education Technologies, Inc.  
<https://splat-ph.com>  
Contact No.: (02)8631-0090  
E-mail address: [Nilda.deVera@RightSize.com](mailto:Nilda.deVera@RightSize.com)

CLMD/jdcjr/ADV  
October 21, 2020

**DepEd Region 1: Built on character; empowered by competence.**



Address: Flores St., Catbangan, City of San Fernando, La Union  
Telephone Number: (072) 607-8137 / 682-2324  
Email Address: [region1@deped.gov.ph](mailto:region1@deped.gov.ph) | Website: [www.depedro1.com](http://www.depedro1.com)  
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October 22, 2020

**DIVISION ADVISORY**  
No. 124, s. 2020

For information.

  
**MARIA CELIA JUNIO-FERNANDEZ, EdD, MDM-SEC**  
Schools Division Superintendent



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## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is made and entered into this {day} day of {month}, 2020 at Ortigas, Philippines by and between:

**RIGHTSIZE EDUCATION TECHNOLOGIES, INC.**, a corporation duly created and existing under and by virtue of the laws of the Republic of the **Philippines**, with office address at Suite 9D Strata 2000, Emerald Avenue, Ortigas Center Pasig City, represented by its President, Christopher Hancock, through a Board Resolution dated October 1, 2019, hereinafter referred to as "**RIGHTSIZE**;"

-and-

**DEPARTMENT OF EDUCATION – {school}**, a government instrumentality created by virtue of Batas Pambansa Bilang 232, otherwise known as "*The Education Act of 1982*", as amended by Republic Act No. 9155, otherwise known as the "*Governance of Basic Education Act of 2001*," with office address at {office-address}, represented by its School Head, {officer-in-charge}, hereinafter referred to as "**DepEd School**"

**RIGHTSIZE** and **DepEd School** are hereinafter collectively referred to as the "**Parties**."

### RECITALS:

1. **RIGHTSIZE** is a domestic corporation that offers a school information system ("SIS") called Supporting Parents, Learners, Administrators, and Teachers ("SPLAT") to Philippine schools.
2. **RIGHTSIZE** has offered SPLAT to the **DepEd School** to support the latter in terms of determining the value of having a classroom management software in the day-to-day instruction by teachers and the education of learners.

**DepEd School** is in need of an SIS software to streamline the operations of the school, which software must comply with the requirements of Republic Act No. 10183, otherwise known as the "*Data Privacy Act of 2012*." The software should also not only enable the school to meet the demands of the on-line and/or alternative learning methods as a consequence of the COVID-19 pandemic and provide ongoing value for self-paced learning of youth who need an accelerated programs or who cannot attend traditional face-to-face classes during a regular school day due to family requirements but likewise provide the same support in the conduct of actual and physical classes should government protocols allow.

4. **RIGHTSIZE** has offered and **DepEd School** has accepted the provision of SPLAT subject to the following terms and conditions:

**IT IS AGREED:**

1. CONSIDERATION – **RIGHTSIZE** voluntarily agrees to provide the full use of SPLAT SIS and Courses software, including the use of web sites, Android and iOS applications and the use of **RIGHTSIZE** servers to all parents/guardians, learners, school administrators and DepEd personnel free of charge, without prejudice to the provisions on actual use as herein agreed.
2. PERIOD – SPLAT shall be provided to **DepEd School** without charge for a period of three (3) academic years until the completion of the 2022-2023 school year.

Any party may pre-terminate this Agreement with or without cause by prior written notice to the other party at least sixty (60) days prior to the intended date of termination.

Any pre-termination effected by the **DepEd School** prior to the end of the three-year period shall entitle **RIGHTSIZE** to collect an amount equivalent to thirty six pesos (P36.00) per student without need for demand.

If **DepEd School** discontinues the usage of the software, **RIGHTSIZE** will provide all Learner personal data to the **DepEd School** and then delete all Personally Identifiable Information ("PII").

For avoidance of doubt, the non-use of the software by **DepEd School** or its learners and/or their parent/s and/or guardian/s shall be deemed as pre-termination under this provision.

3. COMPLIANCE WITH THE DATA PRIVACY ACT ("DPA") – **RIGHTSIZE** warrants that SPLAT is compliant with the provisions of Republic Act No. 10183, otherwise known as the "Data Privacy Act of 2012." **RIGHTSIZE** commits to promptly address any changes to the DPA or its IRRs upon notification of said changes. Further, **RIGHTSIZE** warrants that:
  - a. Data is restricted to only those with a "need to know" on a tiered basis;
  - b. Personal identifiable information is encrypted in the data stores, cloud, school servers, and gadgets;
  - c. All data "in motion" is encrypted;
  - d. Secondary personnel see limited learner data and only when explicitly allowed by school management; and
  - e. Gadgets require a personal identification number in addition to log-in credentials.

The Data Security Matrix of SPLAT is herein attached as *Appendix "A."*

#### 4. SPLAT

- a. A software that monitors absences, increases parental communications and engagement, reduces administrative workload, and provides a real-time reporting platform for school heads, divisions, regions, and the DepEd Central Office.
- b. Includes:
  - i. A full school information system ("SIS") that leverages LIS and LRN data, and organizes learners into batches and sections.
  - ii. A module called "Courses" which supports content creation, a marketplace for teachers, functionality for teachers to distribute, and the technology for learners to download content onto a shared gadget and continue without any internet connection until they connect again to upload their progress.
  - iii. Pages available to the teachers on both the web application and mobile apps to take attendance, assign and enter grades for homework, seat works, and classroom participation.
  - iv. Behavior modules that recognize and reward positive behavior, document and track unexpected / disruptive behavior and escalate counseling requests.
  - v. Gadgets that encrypt data stored locally, encrypt data during the transfer to cloud servers and servers which encrypt data in their databases.
  - vi. The capability to notify the parents using the SPLAT Android or iOS apps about their learner's progress and any issues such as missed classes. SPLAT can also communicate using Facebook Messenger, and optionally, via text message when **RIGHTSIZE** is provided with a Globe account number for this purpose.
  - vii. SPLAT Chat, where all records of teacher to parent communications are saved and can be seen by the school guidance counsellor and School Head.
  - viii. The production of DepEd School Forms for submission using the data collected.
  - ix. An option available for the authorized school personnel to see a school's status at any time using the on-line reports and graphs, many of which can be exported. These reports and statistics are available in the Flash report PDF which is distributed via electronic mail only to DepEd official accounts.
  - x. An option available to the learners and their parent/s or guardian/s to log into a secure web site or use an Android or iOS app to view the status of school homework, review attendance and see the grades entered into SPLAT.
  - xi. An option not to use certain features of SPLAT.

#### 5. APPROVALS AND EXECUTION

- a. By signing this Agreement, **DepEd School** approves the exclusive use of the software in their school for a period of three (3) academic years until the completion of the 2022-2023 school year.
- b. The approval gives **RIGHTSIZE** the right to process the students' data and to share the same in a summarized and/or anonymized way to the appropriate government entity for purposes of statistical records only.
- c. **DepEd School** shall initiate the execution procedure by providing key information on a secure web site. Using this information, **DepEd School** will download this Agreement in pdf format. **DepEd School** shall then print the said document, affix its signature on the space provided therefor, scan the duly signed document and upload to a secure **RIGHTSIZE** site. **RIGHTSIZE** will counter-sign and return a scanned copy of the document to DepEd School.
- d. Should any party require an originally signed copy of this Agreement, the requesting party shall shoulder the costs of courier.
- e. Should any party require the notarization of this Agreement, the requesting party shall shoulder the notarial costs.
- f. **DepEd School** shall ensure that the parent/s or guardian/s of the learners consent to data sharing with **RIGHTSIZE**, which consent may be alternately given through:
  - i. Physically signing a data sharing agreement; or
  - ii. Clicking the "I Accept" button on **RIGHTSIZE's** website and/or app.

For this purpose, **RIGHTSIZE** cannot be held responsible for the transmittal of the records of the learners whose parent/s or guardian/s fail or refuse to grant the consent required as this will prevent **RIGHTSIZE** from obtaining these information in the first place.

6. **RIGHTS and OBLIGATIONS OF RIGHTSIZE:**

- a. Retain full and complete ownership of all source codes, concepts, designs, copyrights, trademarks and other intellectual property created in connection with this Agreement.
- b. Hire personnel responsible and provide technical assistance at no additional charge, which assistance shall be provided primarily using text-based communications with the committed hours of Monday-Friday from 7:00 a.m. to 4:00 p.m.
- c. Host SPLAT on secure servers located inside the borders of the country for the benefit of the **DepEd School** for the period of this Agreement.
- d. Provide a training platform for DepEd personnel to learn about the SPLAT functions.
- e. **RIGHTSIZE** warrants that it will not share, sell, or transfer Learner or Employee information with or to any other public or private person, organization, or entity or other personal information process in the Philippines or any other country unless otherwise required by the laws of the Philippines or directed by the **DepEd School**.

- f. Act as a Personal Information Processor of Learner attendance, grades, disciplinary reports, counselling requests, and special acknowledgments and shall share this same information with the Learner's parent/s or guardians and, in summary form, with DepEd Division and Region personnel.
- g. Provide electronic, route-able versions of certain administrative forms chosen by school heads, division and region offices which may contain and/or transmit the personal information of DepEd employees. If and when these forms are used, **RIGHTSIZE** shall be a Personal Information Processor ("PIP") for DepEd Personnel data. For this purpose, **DepEd School** shall ensure that their concerned employees sign a Data Sharing Agreement authorizing **RIGHTSIZE** to process their personal information.
- h. Assist the Personal Information Controller ("PIC"), by appropriate technical and organizational measures and to the extent possible to fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights under the DPA and assist the PIC in ensuring and demonstrating compliance with the DPA and all other existing and applicable laws, rules, and regulations, taking into account the nature of processing and the information available to such PIC.

7. **RIGHTS and OBLIGATIONS OF DepEd School:**

- a. To sign this document giving **RIGHTSIZE** the "Authority to Process Data" to process the learners' data and to share in a summarized and/or anonymized way with the Division, Region, and National Offices of the Department of Education.
- b. Require the learners' parents or guardians or their duly authorized representative to execute a written "Grant of Consent" to process the learners' data and to share in a summarized and/or anonymized way with the Division, Region, and National Offices of the Department of Education.
- c. Ensure that no sensitive personal information is incorrectly collected and/or processed in relation to DepEd Memorandum No. 002, Series of 2019 (Interagency Requests for Data that may Involve Sensitive Personal Information).
- d. Provide policy guidance and directions to ensure the proper implementation of the program.
- f. Assist in the implementation and monitoring of the program.
- g. Assign one person at each school to assist with support and roll outs questions and issues.
- h. Actually use SPLAT as its exclusive SIS for a period of three (3) years upon execution of this Agreement, without prejudice to the provisions on pre-termination herein agreed upon.

8. **ARBITRATION** – In case of breach of any provision of this Agreement, the Parties agree to submit the same to a Panel of Arbitrators with one chosen by

each and the third member chosen by the two others. The decision of the Panel of Arbitrators shall be final and executory.

9. MISCELLANEOUS PROVISIONS

- a. Any amendment, modification, addition, supplement, and deletions shall be undertaken only upon the mutual consent and approval of the Parties;
- b. Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.
- c. In the event that any party is unable to perform its obligations under the terms of this Agreement because of acts of God, equipment or transmission failure or damage that is reasonably beyond its control, or any other cause that is reasonably beyond its control, such party shall not be liable for damages to the other for any loss or damage resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected party is able to substantially perform its duties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year indicated above.

**RIGHTSIZE EDUCATION TECHNOLOGIES, INC.**

By:

**CHRISTOPHER HANCOCK**  
President

**DEPARTMENT OF EDUCATION**  
{school}

By:

{officer-in-charge}  
School Head



### Appendix A – SPLAT Data Security Matrix

	Description	Learner's Subject Teachers	Other Teachers and faculty	Learner's Adviser	School Head, Guidance Counselor	Division	Region	Parent / Guardian and Learner
<b>Learner's Personally Identifiable Information</b>								
Name		✓	✓	✓	✓			✓
Birth Date		✓		✓	✓			
Address				✓	✓			
LRN		✓	✓	✓	✓	✓		✓
Email				✓	✓	✓		✓
Sensitive Personally Identifiable Information	Includes Learner's sex, religion, ethnic origin			✓	✓			
<b>Learner Data</b>								
Attendance Detail	Daily detail by class	✓		✓	✓			✓
Attendance Summary	Count of days absent, tardy and present by class	✓		✓	✓	✓		✓
Attendance Quarterly roll-up	Count of days absent and present	✓		✓	✓	✓	✓	✓
Graded Activities Detail	Can see each score given including missed assignments	✓		✓	✓			✓
Recognition Detail	Each learner recognition and redemption including comments and points.	✓		✓	✓			✓
Referral (entry data)	Information about incident and names of affected people and items	Person writing report	Person writing report	✓	✓			Summary only
Referral (resolution)	Determination of guilt, follow up steps, actions taken with affected people			✓	✓			Summary Only
Referral Summary	Count of referrals by school, time of day, day of week and / or teacher			✓	✓	✓	✓	
Location with date/time	Geo-location of learner when using app or web site to analyze usage patterns	Collected for app usage analysis but not shown or shared with anyone						

	Description	Learner's Subject Teachers	Other Teachers and faculty	Learner's Adviser	School Head, Guidance Counselor	Division	Region	Parent / Guardian and Learner
<b>Faculty's Personally Identifiable Information</b>								
Name					✓	✓		✓
Employee ID					✓	✓		
Contact Number					✓	✓		✓
Email					✓	✓		✓
<b>Faculty Data</b>								
Location with date/time	Geo-location when using app or web site to analyze usage patterns.				✓	✓		
Date/time of grade changes	Data on changes of grades significantly after grade initially entered				✓			
<b>Guardian's Personally Identifiable Information</b>								
Name		✓		✓	✓			✓
Contact Number		✓		✓	✓			✓
Email		✓		✓	✓			✓

	School Head, Guidance Counselor	Division	Region	Parent / Guardian and Learner
<b>Division and Region data access and visibility</b>				
<p><u>Division personnel do not see any learner info or learner detail</u></p> <p>Division reports and screens include the following for schools in their division:</p> <ul style="list-style-type: none"> <li>• Class statistics such as number of assignments given, percent of assignments graded and average grades by type (written works, performance tasks and quarterly assessment)</li> <li>• Attendance statistics by class, teacher, day of week and period</li> <li>• Teacher statistics including location while using SPLAT app, timeliness of data entry and possibly teacher attendance</li> <li>• Teacher qualifications, subjects taught and seminar requests</li> <li>• School-level data showing average attendance, average number of activities given and graded, average grades</li> <li>• Statistics about school use of SPLAT</li> <li>• Summary of referrals (without details about individuals involved)</li> <li>• Summary of positive behavior recognitions</li> </ul>	School Head can see their school's reports	✓		

	Description	Learner's Subject Teachers	Other Teachers and faculty	Learner's Adviser	School Head, Guidance Counselor	Division	Region	Parent / Guardian and Learner
	<p><u>Region personnel do not see any learner info or learner detail</u>  <u>Region personnel do not see any teacher info or teacher detail</u></p> <p>Region reports and screens include the following for schools and divisions in their region:</p> <ul style="list-style-type: none"> <li>• School-level statistics on attendance, graded activities and grades by subject, day and period</li> <li>• Statistics about schools' use of SPLAT</li> <li>• Division-level statistics on attendance, graded activities and grades by subject, day and period</li> <li>• Statistics about divisions' use of SPLAT</li> <li>• Summary of referrals (without details about individuals involved)</li> <li>• Summary of positive behavior recognitions</li> </ul>					SDS can see their division reports	✓	