**GUARDIANSHIP AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (hereinafter referred to as the “Agreement”) made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Clark Freeport Zone, Pampanga, Philippines, by and between:

**ST. PAUL AMERICAN SCHOOL, INC.,** a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Bldg. N2574, Clark Center 4, Berthaphil Clark Center, Jose Abad Santos Ave., Clark Freeport Zone, Pampanga Bldg. N2574, Clark Center 4, Berthaphil Clark Center, Jose Abad Santos Ave., Clark Freeport Zone, Pampanga (hereinafter referred to as “FIRST PARTY” represented herein by SPAS);

-and-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of legal age, citizen of \_\_\_\_\_\_\_\_\_\_\_\_\_ and with home address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “SECOND PARTY”);

(FIRST PARTY and SECOND PARTY are also referred to individually as “Party” or collectively as “Parties”)

WITNESSETH:

WHEREAS, the FIRST PARTY is a duly licensed international school organized and existing under and by virtue of the laws of the Philippines and is operating in Clark Freeport Zone with all the requisite permits and licenses obtained from the Philippine regulators;

WHEREAS, the SECOND PARTY has enrolled his / her child in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the SECOND PARTY fully recognizing the capability of the latter in providing high quality of education and special care while the afore-named child is under its supervision and custody;

NOW, THEREFORE, for and in consideration of the foregoing premises and the strict compliance with the following terms and conditions, the Parties have hereunto agreed as follows:

1. The FIRST PARTY, in the absence of the SECOND PARTY, will exercise Special Parental Authority over the above-named child while under its supervision, instruction and custody pursuant to Article 218 of the New Civil Code of the Philippines relative to parental authority;
2. The authority and responsibility of FIRST PARTY shall apply to ONLY all authorized activities of the school whether inside or outside the premises of the school;
3. The rights and obligations as expressly spelled out and defined under Article 219 of the same New Civil Code shall apply;
4. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and shall not be amended except in writing executed by all such Parties;
5. The Parties hereto may execute such amendments, addendum, or other agreement setting forth the specific terms and conditions for the proper maintenance of their relationship and to reflect any future changes in the intention of the Parties or the substance of this Agreement; and
6. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the Republic of the Philipiines

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in duplicate on the date and in the place first above written.

**ST. PAUL AMERICAN SCHOOL**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Parent*  Headmaster

SIGNED IN THE PRESENCE OF

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A C K N O W L E D G E M E N T**

**REPUBLIC OF THE PHILIPPINES )**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.**

Before me, a Notary Public for and in the above jurisdiction, personally appeared this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_:

## Community Date and Place

Name Tax Certificate Number of Issue

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page whereon this acknowledgement is written and acknowledged to me that the same is their free act and deed and of the corporation they represent.

**WITNESS MY HAND AND NOTARIAL SEAL,** on the date and place first written above.

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## SERIES OF \_\_\_\_\_\_\_\_ **Notary Public**