

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON SEPTEMBER 10, 2019

PRESENT:

Benjamin S. Pongos, Jr.,	(Acting City Vice Mayor), SP Member, Majority Floor Leader SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.	(Acting City Mayor), City Vice Mayor & Presiding Officer (O.B. General Santos City), SP Member, Asst. Majority Floor Leader
Roiland H. Villasencio,	

RESOLUTION NO. 2019-060

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN A
MEMORANDUM OF AGREEMENT (MOA) FOR AND
ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF
ORMOC (LGU-ORMOC), WITH COLGATE-
PALMOLIVE PHILIPPINES INC. FOR THE
IMPLEMENTATION OF "BRIGHT SMILES BRIGHT
FUTURES (BSBF)- PHILIPPINE ANTI-CAVITY
CAMPAIGN ORAL KIT DISTRIBUTION PROGRAM."**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated August 13, 2019 from the Office of the City Mayor, relative to the Memorandum of Agreement (MOA) to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Colgate-Palmolive Philippines Inc. for the implementation of "Bright Smiles Bright Futures (BSBF)- Philippine Anti-Cavity Campaign Oral Kit Distribution Program", a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, through an Indorsement dated August 6, 2019, Dr. Edmund B. Kierulf, OIC-City Health Officer, forwarded to the Office of the City Legal Officer the draft MOA for review;

WHEREAS, oral disease is one of the health problems that continue to be a concern in our City and in the Philippines, and the Local Government of Ormoc City welcomes the support of Colgate Palmolive Philippines, Inc. in reducing the prevalence of tooth decay and gum problems here in our City;

WHEREAS, the prevalence of dental caries among children ages 2 to 5 residing in the LGU's jurisdiction is a growing public concern and that poor oral health poses detrimental effects on school performance;

WHEREAS, while tooth decay and gum problems do not directly cause disability and death, these conditions weaken bodily defenses and serve as portals of entry to other more serious systemic health disease and infections;

WHEREAS, realizing the importance of having an orally fit child, the LGU has implemented oral health projects/programs designated to arrest the prevalence of dental caries among its children-residents and is seeking ways to continue its programs on a more sustainable basis, either on its own or with the help of private persons or entities willing to extend assistance;

WHEREAS, Colgate-Palmolive Philippines Inc. is a corporation that implements the "Bright Smiles, Bright Futures" Philippines Anti-Cavity Campaign Program (BSBF Program) — a global oral health initiative which reaches 500 million children and their families across 80 countries through education, basic dental kit distribution, and dental screenings;

WHEREAS, the BSBF Program primarily reaches kindergarten and Grade 1 pupils in public elementary schools through partnership with the Department of Education (DepEd), and in addition the LGU and Colgate-Palmolive Philippines Inc. have agreed to assist and cooperate with each other in its implementation in line with the DOH's dental health program;

WHEREAS, in a letter dated August 7, 2019, the Office of the City Legal Officer has communicated that the Office has already reviewed the draft MOA and finds nothing legally objectionable thereto but, suggested a few revisions to the aforementioned document including a few suggestions on its Annexes;

WHEREAS, on the same aforementioned letter, the Office of the City Legal Officer has further recommended that once the suggested comments be taken into account and the necessary revisions are made, the draft MOA be endorsed to the Sanggunian for the issuance of the necessary resolution, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, this Sanggunian finds this MOA in order, pursuant to the provisions of Section 455, Paragraph (b) (1) (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991, which authorizes the City Mayor to represent the city in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod concerned pursuant to law or ordinance;

WHEREAS, the MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, and this Sanggunian finds that the same will indeed immensely benefit the City of Ormoc and its constituents in order to achieve its goals in reducing the prevalence of dental caries and periodontal diseases, dental caries experience as well as increasing the proportion of Orally Fit Children in the City of Ormoc, and therefore, most deserving of this august Body's utmost support and favorable consideration;

WHEREFORE, on motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation, severally seconded by SP Members Esteban V. Laurente, Lalaine A. Marcos, Gregorio G. Yrastorza III, Vincent L. Rama, Peter M. Rodriguez, Jasper C. Yerro, Jasper M. Lucero and Nolito M. Quilang; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH COLGATE-PALMOLIVE PHILIPPINES INC. FOR THE IMPLEMENTATION OF "BRIGHT SMILES BRIGHT FUTURES (BSBF)- PHILIPPINE ANTI-CAVITY CAMPAIGN ORAL KIT DISTRIBUTION PROGRAM.";

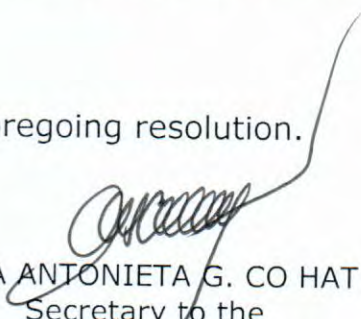
ADOPTED, September 10, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be furnished to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the City Health Office; Colgate-Palmolive Philippines, Inc; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


TOMAS R. SERAFICA
Presiding Officer "Pro-Tempore"
SP Member

Annex "A"

MEMORANDUM OF AGREEMENT
Bright Smiles, Bright Futures-Philippine Anti Cavity Campaign
Oral Care Kit Distribution Program

This Agreement made and entered into this _____, 2019 at Taguig City, Philippines, by and between,

CITY GOVERNMENT OF ORMOC, LEYTE, a local government unit organized and existing under the laws of the Republic of the Philippines, with office address New Ormoc City Hall Building, Cogon, Ormoc, Leyte. Represented by herein **Hon. MAYOR Richard I. Gomez**, who is authorized to represent the LGU under SP Resolution No. _____ issued and approved by the Sangguniang Panlungsod on _____, herein referred to as "**LGU**",

-and-

COLGATE-PALMOLIVE PHILIPPINES, INC., a corporation organized and existing under the laws of the Republic of the Philippines, with office address at Two World and Three World Square, 22 Upper McKinley Road, Fort Bonifacio, Taguig City, represented by its Marketing Director, **EMILY F. MITCHELL**, and Associate Marketing Director, **MA. COLLEEN SANARIA-MEDIANA**, herein referred to as "**COLGATE**".

WITNESSETH That:

WHEREAS, oral disease continues to be a serious public health problem in the Philippines. The prevalence of dental caries on permanent teeth has generally remained above 90% throughout the years. About 92.4% of Filipinos have tooth decay (dental caries) and 78% have gum diseases (periodontal diseases) (DOH, NMEDS 1998). Although preventable, these diseases affect almost every Filipino at one point or another in his or her lifetime.

WHEREAS, the prevalence of dental caries among children age 2 to 5 residing in the LGU's jurisdiction is a growing public health concern. The PARTIES hereof recognize that while tooth decay and gum disease do not directly cause disability or death, these conditions can weaken bodily defenses and serve as portals of entry to other more serious and potentially dangerous systemic health disease and infections.

WHEREAS, poor oral health poses detrimental effects on school performance and mars success in later life. In fact, children who suffer from poor oral health are 12 times more likely to have restricted activity days (USGAO 2000). In the Philippines, toothache is a common ailment among schoolchildren, and is the primary cause of absenteeism from school (Araojo 2003, 103-110). Indeed, dental and oral diseases create a silent epidemic, placing a heavy burden on Filipino schoolchildren.

WHEREAS, realizing the importance of having an orally fit child, the LGU has implemented oral health projects/programs designed to arrest the prevalence of dental caries among its children-residents and is seeking ways to continue its programs on a more sustainable basis, either on its own or with the help of private persons/entities willing to extend assistance;

WHEREAS, LGU welcomes the support from the private sector in achieving the objectives of reducing the prevalence of dental caries and periodontal diseases, dental caries experience, as well as increasing the proportion of Orally Fit Children (OFC) 12-71 months old.

WHEREAS, CPPI, a private company cognizant of its corporate social responsibility, is implementing in the Philippines the Bright Smiles Bright Futures Program™ (BSBF Program) - a global oral health initiative which reaches 500 million children and their families across 80 countries through education, basic dental kit distribution, and dental screenings. Through partnerships with governments, dental professionals, schools and community groups, BSBF Program increases oral health literacy and promotes good oral care habits.

WHEREAS, currently, BSBF Program primarily reaches kindergarten and Grade 1 pupils in public elementary schools through partnership with the Department of Education (DepEd). CPPI welcomes the opportunity to extend the same program to as many beneficiaries it can reach through partnerships with other government agencies and as allowed by law.

WHEREAS, realizing the need to scale-up oral health care, LGU and CPPI have agreed to assist and cooperate with each other by implementing BSBF Program in local communities jointly and in line with DOH's dental health program, (together these programs shall be referred to as "Oral Health Program" or "Program").

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

SECTION 1 DESCRIPTION OF SPONSORSHIP OR PACKAGE

Overall, the program, known as the "**Bright Smiles, Bright Futures Program (BSBF)**" - "**Philippine Anti-Cavity Campaign**", shall be implemented jointly by CPPI and the different LGUs of 100 local sites nationwide identified in Annex "A". Each LGU shall be responsible for coordination with its Health Department to ensure the proper implementation of the program in local communities identified by the parties. CPPI agrees to provide a sponsorship package, the details of which are set out in Annex "B" hereof, to local site/communities nationwide ("beneficiaries"), consisting of:

- Educational materials- i.e. flipchart, VCD
- Colgate Duraphat – 10 pcs. per site for 1 year
- Colgate Toothbrushes – 2,000 pcs. (for children) + 500 pcs. (for parents) per site
- Colgate Toothpastes – 2,000 pcs. (for children) + 500 pcs (for parents) per site
- Copy of DOH Form 1

CPPI, with prior written advice to LGU, may reasonably adjust or modify the sponsorship package at any time during the term of this Agreement.

SECTION 2 TERM

This Agreement shall have a term of one (1) year, beginning on September 2019, which is the date of the PACC launch, until 31 August 2020. It may be renewed or extended under such terms and conditions to be agreed upon by the parties in writing.

SECTION 3 BENEFICIARIES OF THE PROJECT

The Program will provide one (1) 24g dual sachet Colgate toothpaste and one (1) toothbrush per child in each of the 100 selected sites in Annex B hereof. Specifically, a **total number of 1,000 children (i.e., 300 children who are 12-35 months of age, plus 700 children who are 36 to 71 months of age) shall be the recipient of Colgate toothbrush and toothpaste kit twice a year.** The same number of kids will receive Duraphat application **twice within the duration of this Agreement** in accordance with the schedule to be jointly determined by LGU in coordination with its Health Department, and Colgate.

Prior to Duraphat application, the Local Government Unit of Ormoc undertakes to obtain and secure the written consent of the kids' parents or guardians, thru the City Health Dentist. No child whose parents or guardian have not given consent shall be the recipient of Duraphat application. LGU agrees to indemnify and keep CPPI harmless from damages, liability, suit or costs arising from a breach of this undertaking.

Educational materials, such as posters and/or video, will be provided by CPPI to LGU for distribution to day care centers located in the identified local site once a year. LGU jointly with CPPI shall conduct oral health education to **500 parents in each of the selected sites once a year.** The same number of parents will each receive basic oral care kit comprising of one (1) 24g dual sachet Colgate toothpaste and one (1) toothbrush.

SECTION 4 RIGHTS AND OBLIGATIONS OF LGU

LGU undertakes to perform the following during the term of this Agreement:

- 4.1 Provide policy guidelines and directions to ensure proper implementation of the Program. To the extent applicable, coordinate with CPPI on formulation of guidelines with regard to the handling, storage and application of products covered by this Agreement;
- 4.2 Monitor the delivery and distribution of oral care kit to the beneficiaries/selected sites (a delivery and distribution plan is provided in Annex "C" hereof);
- 4.3 Provide CPPI data on the number of children and parents who were identified to receive the oral care kit agreed herein;
- 4.4 Use, handle and store the oral care products subject of this Agreement in accordance with the product usage, storage and handling directions to ensure that product integrity and safety is maintained from delivery up to product application
- 4.5 Assign licensed dentists who shall apply the Duraphat fluoride varnish and ensure that those licensed dentists are knowledgeable about the product and are capable

- of safely administering such products to qualified children in accordance with the instructions for use/handling contained in the Product packaging and Product Information leaflet (**Annex "D"**);
- 4.6 Review thoroughly the product information, safety and performance of Duraphat based on published studies, product packaging and information leaflet. By signing this Agreement, **LGU** confirms that it has conducted a thorough review of Duraphat, and signifies its interest to participate in the Program and apply Duraphat to children **LGU** identified to receive Duraphat fluoride varnish
 - 4.7 Ensure proper coordination with **LGUs** and compliance with the BSBF-Philippine Anti-Cavity Campaign Guidelines (**Annex "E"**);
 - 4.8 Allow CPPI to make use of **LGU** or any of its division's name, slogan, symbol or logo in any educational, instructional or advocacy material relating to the Oral Health Program, provided that such educational instructional or advocacy material should be presented first to **LGU** for its approval;
 - 4.9 Recognize the proprietary rights of CPPI over the Program, including CPPI's initiatives, projects, plans and objectives relating to the conceptualization and implementation of the said Program; and
 - 4.10 Prepare and submit necessary data gathering reports for the proper implementation of the Program, Provided that CPPI shall only be provided by **LGU** with data management summary and that all data and reports to be submitted by **LGU** shall comply with the relevant laws on data privacy..
 - 4.11 Execute and accept the donation of the CPPI goods via a signed Deed of Donation and Certificate of Acceptance
 - 4.12 Confirm receipt, ensure delivery and distribution of CPPI goods to the identified beneficiaries, and submit supporting documents as proof of proper distribution of such CPPI goods;
 - 4.13 Review and endorse the application of CPPI for tax incentive entitlement, if applicable, to the Revenue District Office. **LGU** shall also assist CPPI in obtaining the necessary endorsements from other government offices, if applicable; in relation to the Program should the same be required by BIR to support CPPI's application for tax incentive.
 - 4.14 Provide proper maintenance and care for CPPI goods and oral health education materials received from CPPI

SECTION 5 RIGHTS AND OBLIGATIONS OF CPPI

CPPI undertakes to do the following during the term of this Agreement:

- 5.1 Provide BSBF educational materials, such as flipcharts, posters, teacher guides, brochures, as stated in Annex A;
- 5.2 Provide toothpastes and toothbrushes to 1,000 children in identified local sites (Annex B);
- 5.3 Deliver the sponsorship package to Public Health Offices in **LGUs**, which shall be responsible for distributing the same to the identified local sites thru the public health dentists in the local sites;
- 5.4 Share with **LGU** information on Duraphat product safety and efficacy through published studies;
- 5.5 Provide guidelines on the proper handling, storage and application of the Duraphat fluoride varnish;

- 5.6 Coordinate closely with LGU for the efficient and effective implementation of the Program;
- 5.7 Issue a Deed of Donation in favor of LGU for the complete delivery of all Colgate toothpaste and toothbrush products and BSBF educational materials;
- 5.8 Initiate appropriate activities to enhance Program implementation; and
- 5.9 Ensure the delivery or distribution of the goods to LGU

SECTION 6 BREAKDOWN OF SPONSORSHIP PACKAGE COST

The estimated aggregate cost to be incurred by CPPI for its sponsorship under this Agreement for the Term is **Php 119,400**. The details and schedule of estimated cost are in Annex "B" hereof.

The sponsorship amount may be adjusted by CPPI, with prior notice to LGU, at any time during the Term of this Agreement and depending on the oral care projects/activities to be prioritized and will be jointly undertaken by CPPI and LGU.

It is expressly understood and agreed that the sponsorship package to be provided by CPPI, in whatever form and amount, may only be used by LGU for the materials and activities strictly necessary for the proper implementation of the Program, as enumerated in Section 1 above, and may not be used for leisure or entertainment activities, or for travel expenses of any particular employee or official of LGU and other government agencies. Further, LGU agrees that the sponsorship package that will be extended by CPPI under this Agreement will not be used, promised, distributed or offered to any government official or employee.

SECTION 7 TERMINATIONS

- 7.1. This Agreement may be terminated at any time by mutual agreement of the Parties, or by one Party serving at least 30 days prior written notice to the other Party. Termination for cause or irreparable violation of any of the provisions hereof, including CPPI's Anti-Bribery Policy, shall take effect immediately.
- 7.2. Any party hereto may terminate this Agreement immediately for the following causes:
 - a. The other party defaults in whole or in part in the performance of its obligations hereunder for any reason whatsoever which remain unremedied or uncured within 30 days from notice of such default;
 - b. A party hereof commits fraud against the other in connection with this Agreement;
 - c. Breach of and/or when herein representations and warranties of the other party turn out to be false or incomplete;
 - d. A party is ordered by lawful authority to terminate this Agreement, or is otherwise legally prevented from performing its obligations under this Agreement;
 - e. any of the Parties or any of their officers, employees or representatives commits bribery or violation of local anti-corrupt practices laws and/or CPPI's Anti-Bribery policy.

- 7.3. The termination is without prejudice to the rights of the other party to enforce or avail itself of legal rights and remedies against the defaulting party for, among others, costs and damages arising from the latter's breach or non-compliance with any of its obligations and warranties in this Agreement. Upon the termination of this Agreement, LGU shall forthwith return to CPPI all oral health materials and products covered by this Agreement and that remain in the LGU or its Health Department possession or control.

SECTION 8 WARRANTIES AND REPRESENTATIONS

Each of the PARTIES herein warrants and represents to the other that:

- 8.1. It has the capacity, power and requisite authorization to enter into this Agreement.
- 8.2. It has secured all the necessary approval(s) to authorize its representative/signatory and its concurrent capacity to agree on the terms and conditions hereof and execute this Agreement.
- 8.3. It has not received from the other party any pending request for any commercial transaction or any other consideration to influence its decision in executing/signing this Agreement.
- 8.4. None of its officers/officials, employees or representatives is relying on any on close relationships or family ties with any representative/employee/official of the other party, or has given or promised to give money, gift, commission or other consideration to any representative/employee/official of the other party, to influence its decision regarding the terms and implementation of this Agreement.
- 8.5. CPPI warrants that the oral care products (identified product batch codes) it will provide pursuant to this Agreement are genuine and in good condition. For its part, LGU warrants that it shall not use products that are fake, tampered or obtained from unidentified or unlawful sources or through illegal means, nor will such use be permitted by LGU during the implementation of the Program. LGU shall indemnify and render CPPI free and harmless from any loss, damage or injury to beneficiaries or third parties arising out of the application of Duraphat fluoride varnish tubes which have been found to be fake, tampered, expired, or obtained from unauthorized manufacturers/distributors or from unlawful means.
- 8.6. CPPI warrants that the relevant materials it will or has shared with the LGU provide accurate information on Duraphat application, product safety and efficacy. LGU warrants that such relevant materials are shared with and understood by dentists from its Health Department prior to use or application of Duraphat.
- LGU shall exercise all reasonable precautions to maintain the reputation and integrity of its partnership with CPPI, and undertakes not to do any action which may generate negative publicity or tend to adversely affect the interests of CPPI;
- 8.7. LGU will assume full responsibility for the safe and proper performance of the dentists it assigns to participate in the Program, and assume all risks of injury to persons

present during the activities. LGU agrees to indemnify and render CPPI, its officers, employees, assigns, and affiliates, free and harmless from all damages, claims or complaints arising from negligence, fault or mistake of dentists assigned to apply the Duraphat, or by reason of LGU's failure to observe such reasonable precautions and/or exercise due diligence in the performance of its obligations under this Agreement;

8.8. LGU warrants that all of CPPI oral health materials and products committed under this Agreement shall be used for the purpose agreed herein and that no portion thereof shall be:

- (a) Sold, donated, distributed, exchanged, traded, bartered, or otherwise disposed for any commercial purpose;
- (b) Distributed to the beneficiaries in inappropriate packages; and
- (c) Disbursed or otherwise disposed of for leisure or entertainment activities of any particular employee or official or any government agency or used, promised or offered to any government official or employee for any purpose that violates the U.S. Foreign Corrupt Practices Act or any other nation's anti-corruption laws.

SECTION 9 DATA PRIVACY AND CONFIDENTIALITY

- 9.1. Each of the Parties herein agrees to comply with the Philippine Data Privacy Act, insofar as applicable or in case the activities contemplated in this Agreement may involve processing of personal. Sensitive or privileged information shall not be collected or processed, unless in compliance with the Philippine Data Privacy Act.
- 9.2. Further, each of the PARTIES shall not disclose any of the Confidential Information obtained from the other party without the written consent of the concerned party. "Confidential Information" shall mean the terms and conditions of this Agreement, as well as any materials, written information, proprietary processes or methods and other data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as Confidential.

SECTION 10 INTELLECTUAL PROPERTY

- 10.1. LGU acknowledges that the name "Bright Smiles, Bright Futures" and its related logo/s are trademarks of Colgate-Palmolive Company, CPPI's parent company, and which also has copyright over the oral health care educational materials provided by CPPI under the Program.
- 10.2. Colgate-Palmolive Company and/or CPPI shall retain ownership, rights, title and interest in and to the trademarks used in the oral health materials and products distributed pursuant to this Agreement. LGU shall have no right, title or interest and will claim no right, title or interest in or to any of the trademarks and will not use the trademarks other than for achieving the objectives of this Agreement during the Term. In the event that LGU becomes aware of any infringement of CPPI's Intellectual Property rights, including trademarks, copyright and patents, it shall immediately inform CPPI.

SECTION 11. ANTI-BRIBERY POLICY

CPPI takes compliance very seriously. By accepting this sponsorship LGU acknowledges that it has read CPPI's Third Party Code of Conduct, which applies to all Colgate partners and is available in 12 languages at <http://www.colgate.com/app/Colgate/US/Corp/ContactUs/GMLS/HomePage.cvsp>, and that, to the extent applicable, LGU will comply with the same during the duration of this Agreement. LGU further acknowledges that it has read CPPI's Global Anti-Bribery Policy, which is available at <http://www.colgate.com/app/Colgate/US/Corp/ContactUs/GMLS/AntiBriberyPolicy.cvsp>, and that it will comply with same during the duration of this Agreement. LGU understands that any sponsorship provided by CPPI is solely for the purposes set out in this Agreement. No part of the sponsorship package shall be sold, exchanged or otherwise disposed of for any other purpose, or distributed, promised or offered to any government official or employee.

SECTION 12 INDEMNITY

The LGU hereby indemnifies and renders CPPI free and harmless from any and all liabilities arising from any loss, damage, or injury caused to any participant or third party due to any of the following causes:

- 12.1 The LGU's or any of its officials, employees, personnel's or representative's act or omissions
- 12.2 The act of omission of any of the dentist's assigned by the LGU for the programs and
- 12.3 The LGU's breach of its obligations under this amendment.

SECTION 13 OTHER PROVISIONS

- 13.1. This Agreement embodies the entire understanding of the PARTIES in relation to the BSBF-Philippine Anti-Cavity Program and supersedes any prior agreement, and may not be amended or modified, nor any provisions thereof be waived, except in writing duly signed by both Parties. Parties agree to execute such further documents or instruments and the like as may be necessary to effect the purposes of this Agreement and carry out its provisions.
- 13.2. Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.
- 13.3. This Agreement shall be construed, interpreted, and governed by the laws of the Republic of the Philippines. The Parties agree that any dispute arising from this Agreement will be vested solely in the proper courts in Taguig City, to the exclusion of all other courts of equal and competent jurisdiction.
- 13.4. This Contract shall be binding to all parties and their assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____
day of _____ 2018.

CITY GOVERNMENT OF ORMOC
By:

COLGATE – PALMOLIVE PHILS., INC.
By:

Hon. Mayor Richard I. Gomez
City Mayor

EMILY F. MITCHELL
Marketing Director

SIGNED IN THE PRESENCE OF:

MIA COLLEEN BANARIA-MEDIANA
Associate Marketing Director for Oral Care

DIOMAR M. ESCAT
Head, Professional Oral Care

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) ss.

Before me, this _____ day of _____, personally appeared:

Competent Identification
Issued on / at

EMILY F. MITCHELL

Hon. Mayor Richard I. Gomez

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they herein represent.

This Memorandum of Agreement consists of _____ pages including this page on which this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018.

ANNEX "A"
Identified Local Sites

Region	Province	Target Sites
I	Vigan City	1
II	Isabela	9
CAR	Ifugao	1
III	Pangasinan	1
III	Nueva Ecija	1
III	Pampanga	4
III	Bataan	2
III	Bulacan	1
NCR	Caloocan	3
NCR	QC	1
NCR	Pasig	1
NCR	Makati	6
NCR	Taguig	2
NCR	Manila	1
NCR	Las Pinas	1
IV-A	Rizal	6
IV-A	Quezon	5
IV-A	Cavite	5
IV-A	Laguna	3
IV-A	CALABARZON	3
IV-B	MIMAROPA	3
V	Sorsogon	5
VI	Iloilo	2
VI	Guimaras	1
VII	Naga, Cebu	2
VII	Danao, Cebu	2
VII	Dalaguete, Cebu	1
VII	Cebu City	1
VII	Mandaue, Cebu	1
VIII	Ormoc, Leyte	1
VIII	Dulag, Leyte	1
X	Malaybalay, Bukidnon	1
XI	Davao City	1
XI	Davao Oriental	9
XII	Maasin, Sarangani	1
XII	Malapatan, Sarangani	2
XII	Malungon, Sarangani	1
XII	Sarangani, Sarangani	1
XII	Polomolok, South Cotabato	1
XII	Kidapawan, North Cotabato	1
XIII	Caraga-Region XIII	3
XIII	Cortes, Surigao Sur	1
XIII	Tandag, Surigao Sur	1
Total Sites		100

ANNEX "B"
Sponsorship Package and Cost

2019 PACC Sampling Computation Template				
Name of LGU	Number of Sites	Number of Beneficiaries	Total # of TP	Cost of TP
Ormoc City	1	1,000	1,000	6,000
	Total Number of Duraphat	Cost of Duraphat	Total Number of TB	Cost of TB
	20	39,000	1,000	6,000
	Total Number of Flipchart	Cost of Flip Chart	Total Number of Dispensing Pads/ Applicator Tips	Cost of DP and Tips
	1	900	1,000	2,500
	Bundling Cost	Freight Cost	Others	Total Donation Cost
	25,000	30,000	10,000	119,400

ANNEX "C"
Delivery and Distribution Plan of Colgate Products and
BSBF-PACC Educational Materials

Phase 1 Delivery: September 09, 2019

Total of 4 Boxes for all materials per Site

Phase 2: January 2020-February 2020

Estimated 3 Boxes per site

Phase 3:

Estimated 4 boxes per Site

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ANNEX "D"
Product Information Leaflet (Duraphat)

Patient Information Leaflet
Duraphat 50mg/ml Dental Suspension
Sodium fluoride

Please read this leaflet carefully. It gives an outline of the more important things you should know about your medicine. If you want to know more about this medicine, or you are not sure about anything, ask your dentist.

You should keep this leaflet throughout the course of your treatment.

The name of your medicine is Duraphat 50mg/ml Dental Suspension.

1 ml of Duraphat contains 50 mg of the active ingredient Sodium Fluoride equivalent to 22.6 mg of Fluoride.

Other ingredients are Ethanol, White wax (E901), Shellac (E904), Colophony, Mastic, Saccharin (E954) and Raspberry Essence (which contains Ethyl Butyrate, Geraniol, Iris Resinoid, Isoamyl Acetate, Jasmine Absolute, Vanillin and Propylene Glycol).

Duraphat is a brown/yellow opaque suspension. It is supplied in tubes of 10 ml or 30 ml or cylinders of 1.6 ml.

How does your medicine work?

The active ingredient, Sodium Fluoride is an anti-caries agent. When Duraphat is applied on to the teeth, globules of calcium fluoride form on the enamel. These globules break down to release fluoride which penetrates deep into the tooth and provides long-term protection against tooth decay.

Who makes Duraphat 50mg/ml Dental Suspension

Manufactured by: Pharbil Waltrop GmbH, Im Wirtgen 25, D-45731 Waltrop, Germany. For the Product Licence

Holder: Colgate-Palmolive (U.K.) Ltd, Guildford, Surrey, GU2 8JZ, UK.

What is Duraphat 50mg/ml Dental Suspension for?

Duraphat prevents tooth decay and desensitizes hypersensitive teeth.

Before taking this medicine

Duraphat contains 33.8 % of alcohol, each dose containing up to 0.2 grams. It is therefore recommended to avoid its use during pregnancy and breast feeding. This may also be harmful for those suffering from liver disease, alcoholism, epilepsy, and brain disease or injury. It may modify or increase the effect of other medicines.

You should advise your dentist before use if:

- You are hypersensitive to any of the ingredients.
- You have asthma.
- You have mouth ulcers or gum disease.

Do not take fluoride supplements (tablets or drops) while using Duraphat.

Tell your dentist if you are taking any other medicines, including those you may have bought yourself.

It is best to have eaten a meal before Duraphat is used.

Using this medicine

Duraphat 50mg/ml Dental Suspension is applied on to your teeth by your dentist. The dentist will decide how much Duraphat to use. He may paint all your teeth or only those susceptible to caries.

First, the dentist will remove plaque by brushing your teeth; you may be asked to brush your own teeth. The dentist will then dry your teeth by removing excess saliva. Duraphat is painted on to the teeth using a brush, probe or swab.

To prevent caries, the treatment can be repeated after 3 or 6 months.

To desensitize hypersensitive teeth, the treatment is repeated 2 or 3 times in a few days.

After treatment

You should not brush your teeth or chew food for at least 4 hours after Duraphat has been applied on to your teeth. You may drink and eat soft foods like soup.

Are there any side effects?

Like any medicine, Duraphat 50mg/ml Dental Suspension may cause unwanted effects in some patients. These are most likely in patients who are allergic to any of the ingredients.

6.0 Pharmaceutical particulars

6.1 List of excipients

Ethanol 96%, White Wax (E901), Shellac DAB (E904), Colophony, Mastic, Saccharin (E954), Raspberry Essence (containing Ethyl Butyrate, Geraniol, Iris Resinoid, Isoamyl Acetate, Jasmine Absolute, Vanillin and Propylene Glycol).

6.2 Incompatibilities

None known.

6.3 Shelf life

Unopened 3 years. For aluminium tube: after opening, use within 3 months.

6.4 Special precautions for storage

Do not store above 25°C.

6.5 Nature and contents of container

Boxes of 1 x 10 ml or 5 x 30 ml tubes made of internally lacquer-coated aluminium, externally printed, with white plastic screw cap with sealing plug.

Boxes of 1 x 1.6 ml or 5 x 1.6 ml glass cylinders with a cream bromobutyl rubber stopper and gold aluminium cap at the top and dark blue chlorobutyl rubber stopper at the bottom.

6.6 Instructions for use/handling

If necessary the teeth should be cleaned, especially at the sites most susceptible to caries. When groups of patients (e.g. children) are to be treated, they should clean the teeth themselves using a toothbrush.

To start, clear one or two quadrants of excessive saliva using an air syringe (or dabbing with cellulose).

Duraphat 50mg/ml Dental Suspension is applied from the tube using a miniature cotton swab, probe or brush, painting and dabbing repeatedly to form a thin layer. Then treat the next quadrants in the same manner. It is advisable to begin by applying the dental suspension to teeth in the lower jaw before too much saliva collects and interferes. It may not be necessary to paint the lingual surfaces since these are generally more caries resistant; Duraphat should preferably be applied to those spots most susceptible to caries attack.

Application of Duraphat from the cylinder is particularly suited to targeted, low-dose application. A blunt cannula is used with the end bent to an angle to facilitate application to proximal and distal surfaces.

For application to proximal surfaces place the cannula between adjacent teeth and deliver a small amount of Duraphat. The dental suspension should be applied from both sides of the interproximal space and occlusally.

For fissures, a drop of Duraphat should be spread along the fissure using the cannula. Edges of fillings and crowns and hypersensitive tooth necks can be treated in the same way.

The smooth surfaces of the teeth should be treated when caries activity is high, particularly if decalcification is evident. The cannula should be placed tangentially to the teeth and Duraphat distributed with the side of the curved cannula end.

Areas around fixed orthodontic devices can be treated with Duraphat using the cannula.

The yellowish colour of Duraphat facilitates its application and control. Duraphat sets in the presence of saliva. The effect of Duraphat depends upon the prolonged activity of the fluoride. The dental suspension film should not be removed prematurely. Patients should be advised not to brush their teeth or chew food for at least 4 hours after treatment; during this time, soft foods and liquids may be consumed. However, if you need to, the dental suspension layer can easily be removed by brushing or rinsing.

Instruments, clothing, etc. which comes into contact with Duraphat can be cleaned with alcohol.

7.0 Marketing Authorization Holder

Colgate-Palmolive (U.K.) Limited
Guildford Business Park
Middleton Road
Guildford, Surrey GU2 8JZ, UK

8.0 Marketing Authorization Number

PL No: 00049/0042

9.0 Date of (partial) revision of the text

February 2003
50238-05 - 28 JAN 2004
210x130

Very rarely, patients have reported swelling of the tissues in the mouth, mouth ulcers or gingivitis. If you have asthma, the dental suspension may cause an asthma attack. If necessary, the varnish dental suspension can be removed by brushing the teeth and rinsing.

Occasionally, sensitive patients have felt sick especially after the application of a large amount of Duraphat.

If you develop any of the effects described above or any other unwanted effect, tell your dentist or pharmacist.

Safe keeping of this medicine

Duraphat 50mg/ml Dental Suspension should not be used beyond the expiry date given on the label. The tube should be discarded 3 months after opening. Do not store above 25°C.

Keep Duraphat in a safe place where children cannot reach it.

Date of revision: February 2003

TECHNICAL INFORMATION

Duraphat 50mg/ml Dental Suspension

Sodium fluoride

1.0 Product name

Duraphat 50mg/ml Dental Suspension

2.0 Qualitative and quantitative composition

1 ml of suspension contains 50 mg Sodium Fluoride equivalent to 22.6 mg of Fluoride.

3.0 Pharmaceutical form

Dental suspension

4.0 Clinical particulars

4.1 Therapeutic Indications

For the prevention of caries in children and adults as part of a comprehensive control programme.

For the:

- prevention of recurring (or marginal) caries
- prevention of progression of caries
- prevention of decalcification around orthodontic appliances
- prevention of pit and fissure (occlusal) caries.

For the desensitization of hypersensitive teeth as part of a treatment regimen which includes the daily use of a suitable toothpaste.

4.2 Posology and method of administration

Duraphat 50mg/ml Dental Suspension is to be applied by the dentist. Before applying Duraphat, excess plaque should be removed and the teeth dried. Duraphat is applied as a thin layer to the most susceptible areas of dentition using a brush, probe or swab.

Recommended dosage for single application:

For milk teeth: up to 0.25 ml (=5.65 mg Fluoride)

For mixed dentition: up to 0.40 ml (=9.04 mg Fluoride)

For permanent dentition: up to 0.75 ml (=16.95 mg Fluoride)

For caries prophylaxis, the application is usually repeated every 6 months but more frequent applications (every 3 months) may be made.

For hypersensitivity, 2 or 3 applications should be made within a few days.

The patient should not brush the teeth or chew food for 4 hours after treatment.

4.3 Contra-indications

Hypersensitivity to colophony and/or any other constituents.

Ulcerative gingivitis.

Stomatitis.

Bronchial asthma.

4.4 Special warnings and precautions for use

Application of Duraphat 50mg/ml Dental Suspension to the whole dentition should not be carried out on an empty stomach.

On the day when Duraphat has been applied, no high dose Fluoride preparations, such as fluoride gels, should be used. The administration of fluoride supplements should be suspended for several days after applying Duraphat.

4.5 Interactions with other medicaments and other forms of interactions

The presence of alcohol in the Duraphat formula should be considered.

4.6 Pregnancy and lactation

As this product contains 33.8% of ethanol (each dose contains up to 0.2 g of alcohol), it is recommended to avoid its use in pregnant women and during lactation.

4.7 Effects on ability to drive and use machines

None known.

4.8 Undesirable effects

In subjects with a tendency to allergic reactions, edematous swelling of the oral mucosa has been observed in exceptional cases, especially after extensive application. If necessary, the dental suspension layer can easily be removed from the mouth by brushing and rinsing. Ulcerative gingivitis and stomatitis have been reported by sensitive individuals.

In rare cases, asthma attacks may occur in patients who have bronchial asthma.

In patients with gastric sensitivity, retching may exceptionally occur after a high dosage and extensive application.

4.9 Overdose

In very high doses, Fluoride has an acute toxic action through inhibition of enzymes resulting in hypocalcaemia. Doses of several milligrams of Fluoride per kg body weight cause nausea and vomiting.

The dental suspension layer can easily be removed from the mouth by brushing and rinsing.

5.0 Pharmacological properties

5.1 Pharmacodynamic properties

Sodium Fluoride applied topically after tooth eruption reduces caries by inhibiting demineralization and promoting remineralisation of the tooth surface and by inhibiting the cariogenic microbial process.

Duraphat 50mg/ml Dental Suspension also reduces dentinal hypersensitivity.

In the management of dental erosion associated with the frequent consumption of acidic beverages or gastric reflux, high concentration topical Fluoride agents are considered to be of value. Duraphat is at least as effective as 2% Sodium Fluoride solution in inhibiting erosion in vitro.

5.2 Pharmacokinetic properties

After oral administration, Fluoride absorption is rapid and extensive (90-100%) with peak fluoride plasma levels reached within 30 to 60 minutes after ingestion. Fluoride is widely distributed through the body and concentrates in bone and teeth. About 50% of Fluoride is stored. Excretion is primarily through the kidneys with less than 10% being excreted in the faeces and less than 1% in sweat and saliva.

Duraphat covers teeth with a film of suspension which hardens in the presence of saliva and then persists, and which over the following hours causes fluoride to accumulate at a measurable depth in the tooth enamel.

5.3 Preclinical safety data

The product is used under total control of the dentist and the amount of Fluoride introduced to the patient at one time is within acceptable safety limits. The recommended doses are up to 0.75 ml for permanent dentition. Treatment is recommended every 6 months or a maximum of every three months. For hypersensitivity 2-3 applications are recommended within a few days. These levels of Fluoride introduced are again within acceptable safety limits. Due to the slow release of Fluoride, the plasma levels are even lower than levels known to produce no side effects in children.

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ANNEX "E"
PACC Guidelines

PHILIPPINE ANTI CAVITY CAMPAIGN

Day Care Center Engagement

OBJECTIVES:

TARGET PATIENTS:

- Maximum of 1,000 patients ages 36 months-71 months old for LGU Day Care centers

TARGET PARTICIPATING PUBLIC HEALTH DENTISTS & OTHER PERSONNEL:

- Minimum of 10 Public Health Dentists/Public school Dentists
- Municipal health personnel/school personnel
- Barangay officials
- Barangay health workers

ROLES:

Colgate will provide portable dental chairs, dental health records, product samples, flip charts & posters.

Public Health Dentists will provide oral health education, free dental check-up/consultation, dental treatment (fluoride treatment, pits & fissure sealants, restorations) and other necessary dental materials.

Barangay Officials will provide venue & audio-visual equipment, security of volunteers, equipment & instruments.

GENERAL GUIDELINES AND PROCEDURES:

1. Choose one (1) barangay or day care center, preferably with good location/venue and can accommodate 1,000 people. It should be easy to locate for Colgate merchandisers and Colgate project coordinators.
2. If the said target of 1000 per barangay will exceed the actual number of children, the LGU Dentist may distribute it to other barangay until it meet the target number.
3. Submission of selected venue and activity plan will be on or before November 15, 2017. Please submit all the details to Diomar Escat. (emailadd: diomar_escat@colgate.com / 09998869347)

4. All activities will be done on the following dates:
 - September 09, 2019 to October 31, 2019 – Launching and first phase of the dental treatments
 - Submission of Phase 1 report = November 16, 2019
 - January 2020 – February 2020 – Second Phase of the dental treatment for the community
 - Submission of other Monitoring Report = March 16, 2019
5. Make necessary coordination with the officials of your chosen municipality/school.
6. Provide an area in the venue where the volunteer dentists can conduct oral health lectures, tooth brushing drill, free dental check-up/consultation, topical fluoride application, and other dental services.
7. Event tarpaulins will be posted in the area.
8. Registration on the day of the event will be handled by LGU personnel/School personnel with the help of barangay officials and barangay health workers.
9. Volunteer dentists will conduct oral health examination and education, tooth brushing drill and fluoride application to the students.
10. ____ tubes of Duraphat Fluoride varnish and micro applicators will be provided by Colgate.
11. Maximum of 1,000 students can avail the free dental check-up. Check-ups will be on a first come first serve basis.
12. Colgate samples will be provided for a maximum of 1,000 patients per municipality.
13. Colgate samples and other logistics materials will be sent to the municipality thru courier service on the following dates:
 - August 2019 (Provided the MOA is in placed)
 - December 2019
14. Search for zero (0) cavity kids
15. The volunteer dentists can render other dental services provided that they have the necessary materials needed for the service, be it preventive or curative services.
16. Colgate t-shirts and gift packs will be given to ten (10) public health dentists, and twenty (20) volunteer personnel's.
17. Written report of your activity must be submitted to the regional coordinator thru e-mail, with at least 2-5 4R pictures with captions. With the following deadline dates:
 - November 16, 2019
 - March 16, 2019
18. Quarterly newsletter will be sent to the municipality thru _____. This will contain all the activities that were accomplished by the participating municipalities/schools.

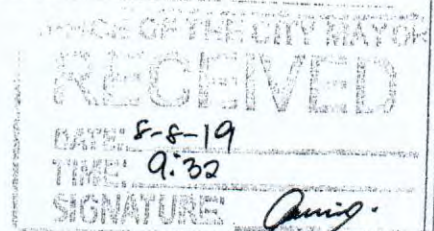
OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

7 August 2019

MAYOR RICHARD I. GOMEZ
Ormoc City

Thru: EDMUND B. KIERULF, M.D., M.P.H.
OIC-City Health Officer II



Dear Dr. Kierulf:

1. This pertains to your Endorsement Letter dated August 6, 2019 requesting for comment on the draft Memorandum of Agreement (MOA) between City Government of Ormoc and Colgate-Palmolive Philippines Inc., for the implementation of "Bright Smiles Bright Futures (BSBF)-Philippine Anti-Cavity Campaign Oral Kit Distribution Program".
2. This Office has reviewed the draft MOA and, on the main, finds nothing legally objectionable thereto, except the following comments/observations, to wit:
 - a. On the provision of the contracting parties, it is suggested that the address of the City Government of Ormoc be changed to "New Ormoc City Hall Building, Cogon, Ormoc City". The word "I" before represented herein by Hon. Mayor Richard I. Gomez be deleted and the words "Resolution No. ____" be changed to read "SP Resolution No. ____". Moreover, the words "Local Board" be revised to read "Sangguniang Panlungsod";
 - b. Section 2 of the MOA on the one year(1) term of the MOA beginning on **February 26, 2018 until February 25, 2019** should be changed or adjusted since the same has already lapsed;
 - c. Annex "C" which forms part of the MOA with the heading "Delivery and Distribution Plan of Colgate Products and BSBF-PACC Educational Materials" should be updated considering that the timelines/phases was last year;
 - d. Annex "E" which is an integral part of the MOA with the heading PACC Guidelines should likewise be updated because the schedules contained in the guidelines and procedures were the timetable/plan for the previous years and, therefore, the same have also lapsed.
3. It is recommended that the above-mentioned comments/observations be taken into account before the draft MOA be endorsed to SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said agreement in behalf of LGU-Ormoc City pursuant Section 22 (c) in relation to Section 455 (b) 1 (vi) of R.A. No. 7160 (Local Government Code).

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

4. This comment/opinion is hereby being rendered on the bases of the documents submitted without prejudice to contrary opinion from competent authorities or ruling of proper court.

5. For your consideration.

Most Respectfully,



BURT J. PADES

Assistant City Legal Officer

WITH CONFORMITY:

JOSEPHINE A. MEJIA- ROMERO

City Legal Officer

DEMO COPY

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com