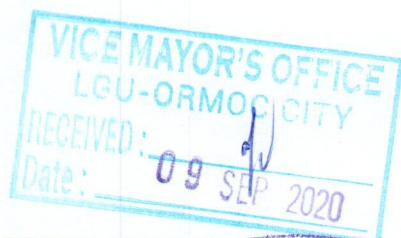
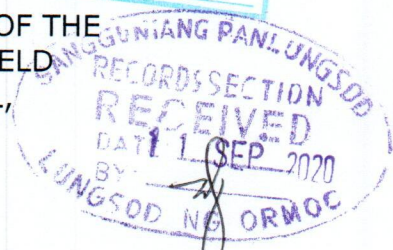


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON SEPTEMBER 08, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member  
SP Member, Majority Floor Leader  
SP Member  
SP Member, Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,

Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2020-276**

**A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF CONFIDENTIALITY AGREEMENT (MCA) TO BE ENTERED INTO BY AND AMONG LGU-ORMOC, EPIMETRICS, INC., NATIONAL RESILIENCE COUNCIL, CARLOS P. ROMULO FOUNDATION FOR PEACE AND DEVELOPMENT, INC., AND XAVIER UNIVERSITY-ATENEO DE CAGAYAN, RELATIVE TO THE TECHNICAL SUPPORT FOR THE DEVELOPMENT OF WEB-BASED GEOSPATIAL RISK DATABASE SYSTEM FOR COVID-19 PANDEMIC RESPONSE AND RECOVERY WITH AN EPIDEMIOLOGICAL GEOGRAPHIC INFORMATION SYSTEM (GIS) LAYER TO ADVANCE EVIDENCE-INFORMED RISK GOVERNANCE.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated August 25, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Confidentiality Agreement to be entered into by and among LGU-Ormoc, Epimetrix, Inc., National Resilience Council, Carlos P. Romulo Foundation for Peace and Development, Inc., and Xavier University-Ateneo De Cagayan, relative to the technical support for the development of web-based geospatial risk database system for COVID-19 pandemic response and recovery with an Epidemiological Geographic Information System (GIS) layer to advance evidence-informed risk governance. Further, requesting that this matter be treated as URGENT, a copy of the MCA is hereto attached as "ANNEX A" and made an integral part hereof;



WHEREAS, in an Opinion dated August 24, 2020, the City Legal Office finds nothing legally objectionable in the said MCA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, the LGU-Ormoc requires technical support for the development of Web-based geospatial risk database system for COVID-19 Pandemic Response and Recovery with an Epidemiological Geographic Information System (GIS) Layer to advance evidence-informed risk governance;

WHEREAS, the NRC is the proponent and overseer of the program implementation of the Web-based Geospatial Risk Database System for COVID-19 Pandemic Response and Recovery;

WHEREAS, Epimetrics, Inc. is engaged in the business of providing information on disease situations and health concerns and interpretations thereon;

WHEREAS, the Carlos P. Romulo Foundation for Peace and Development, Inc. is the Convenor and Secretariat of the NRC;

WHEREAS, Xavier University-Ateneo De Cagayan is involved in the business of providing capacity building for the development of the Web-based Geospatial Risk Database System;

WHEREAS, the Parties believe that there is a need for the development of an Epidemiological Geographic Information System (GIS) Layer Application under the Web-based Geospatial Risk Database System for COVID-19 Pandemic Response and Recovery Training Program;

WHEREAS, the subject MCA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Vincent L. Rama, Esteban V. Laurente; 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 THE MEMORANDUM OF CONFIDENTIALITY AGREEMENT (MCA) TO BE ENTERED INTO BY AND AMONG LGU-ORMOC, EPIMETRICS, INC., NATIONAL RESILIENCE COUNCIL, CARLOS P. ROMULO FOUNDATION FOR PEACE AND DEVELOPMENT, INC., AND XAVIER UNIVERSITY-ATENEO DE CAGAYAN, RELATIVE TO THE TECHNICAL SUPPORT FOR THE DEVELOPMENT OF WEB-BASED GEOSPATIAL RISK DATABASE SYSTEM FOR COVID-19 PANDEMIC RESPONSE AND RECOVERY WITH AN EPIDEMIOLOGICAL GEOGRAPHIC INFORMATION SYSTEM (GIS) LAYER TO ADVANCE EVIDENCE-INFORMED RISK GOVERNANCE;

ADOPTED, September 08, 2020.




RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Confidentiality Agreement (MCA) be submitted 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 CPDO; the City Health Department; Epimetrics Inc.; NRC; Carlos P. Romulo Foundation for Peace and Development, Inc.; Xavier University-Ateneo De Cagayan; 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:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer



## Agreement of Confidentiality

This Agreement of Confidentiality is made this \_\_\_th day of \_\_\_, 2020 at \_\_\_ between and among -

ORMOC CITY, with office at Dalingdingan Street, Ormoc, Hilagang Leyte, herein represented by its Mayor, Hon. Richard Gomez (hereinafter referred to as "LGU");

EPIMETRICS, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office at 4 Dama de Noche Street, United Paranaque Subdivision IV, Paranaque City, herein represented by its (designation), (fill in name) (hereinafter referred to as "Epimetrics");

NATIONAL RESILIENCE COUNCIL, a public-private partnership pursuing climate and disaster resilience in the Philippines, with business address at 10/F, MAAX Building, MOA Complex, Pasay City, herein represented by its (Designation), (Fill in name) (hereinafter referred to as "NRC");

CARLOS P. ROMULO FOUNDATION FOR PEACE AND DEVELOPMENT, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office at 21/F, Philamlife Tower, 8767 Paseo de Roxas, Makati City, herein represented by its (designation), (fill in name) (hereinafter referred to as the "Foundation");

XAVIER UNIVERSITY - ATENEO DE CAGAYAN, a corporation duly organized and existing under the laws of the Philippines, with principal office at (fill in), herein represented by its (designation), (fill in name) (hereinafter referred to as "Xavier");

(The parties may hereinafter be collectively referred to as the "Parties");

WITNESSETH, That -

WHEREAS, the LGU requires technical support for the development of their Web-based geospatial risk database system for COVID-19 Pandemic Response and Recovery with an Epidemiological GIS Layer to advance evidence-informed risk governance;

WHEREAS, the Parties believe that there is need for the development of an epidemiological GIS layer application under the web-based geospatial risk database system for COVID-19 pandemic response and recovery training program;

WHEREAS, Epimetrics is engaged in the business of providing information on disease situations and health concerns and interpretations thereon;

WHEREAS, the Foundation is the Convenor and Secretariat of the NRC;

WHEREAS, NRC is the proponent and overseer of the program implementation of the Web-based Geospatial Risk Database System for COVID-19 Pandemic Response and Recovery;

WHEREAS, Xavier is involved in the business of providing capacity building for the development of the Web-based Geospatial Risk Database System;

WHEREAS, the Parties have agreed to work together and collaborate with each other in relation to the Web-based Geospatial Risk Database System for COVID-19 Pandemic Response and Recovery Training Program the details of which are in the Project Concept Note copy of which is attached hereto as Annex "A";



WHEREAS, the Parties desire to protect certain information relating to the Dashboard Project and prevent their disclosure to other parties;

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

### 1. Term of Agreement

This Agreement shall be valid, effective and binding from \_\_\_\_\_ and for a period of two (2) years thereafter.

### 2. Confidential Information

Each of the Parties, in the course of their discussions on the Dashboard Project and in the implementation thereof, has disclosed and/or received or will disclose and/or receive certain information from the other parties. Such information in whatever form (tangible or intangible, written, oral, visual, audio, produced by electronic media or other means) (a) which is not already in the public domain, (b) was received in confidence by the receiving party or marked as "confidential", (c) or by reason of its nature or circumstances surrounding its disclosure, (d) information on a party's structure, plans or strategies, research and development projects, legal documents and records, personal information, internal company functions or employee engagement and similar information shall be deemed "Confidential Information" and shall not be disclosed to anyone, published or disseminated unless with the prior written consent of the party providing the same (hereinafter referred to as the "Disclosing Party").

Each of the Parties also agrees not to disclose any Confidential Information, without prior written consent from the Disclosing Party, to any of its employees who do not need to know such Confidential Information and will not use any Confidential Information in any way, except as required to perform its obligations under the Dashboard Project or as may be required by law or in compliance with a lawful court order. Where applicable, the recipient of Confidential Information will return all copies of the Confidential Information in its possession or control upon the earlier of a request by the Disclosing Party or termination of the Dashboard Project.

"Confidential Information" shall not include information which (a) has been or becomes part of the public domain without breach of this Agreement or other agreement, (b) prior to disclosure, is in the legitimate possession of a party which can be proven or verified, (c) subsequent to disclosure, is lawfully received from a third party without any restriction on the dissemination or disclosure thereof, and (d) is independently developed by a party which has not had, either directly or indirectly, access to or knowledge of such information which can be verified independently.

### 3. Indemnity and Remedies

Without prejudice to any other right/s available to any party providing Confidential Information, each party agrees to compensate and indemnify, defend and hold harmless any Disclosing Party, its directors, agents, officers and employees (together, the "Indemnified Parties") against any and all claims, suits, actions, demands or proceedings and all related damages, losses, liabilities, cost and expenses (including but not limited to reasonable lawyers' fees) incurred by the Indemnified Parties arising out of or relating to the breach of its obligations under this Agreement.

Each party further acknowledges and agrees that any breach of this Agreement may cause the Disclosing Party irreparable damage and harm; therefore, without prejudice to any other rights or remedies that the Disclosing Party may have, each party agrees that a Disclosing Party shall be entitled to seek extraordinary relief in court, including without limitation, specific performance or permanent injunctions or other appropriate remedy.

### 4. Intellectual Property Rights



All materials and work provided by a party will belong to it and shall not be used for any purpose other than the implementation of the Dashboard Project. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent of the owner thereof. Any original work created arising out of or in connection with the Dashboard Project shall belong to the party that authored the work except where the original work uses any data or material belonging to any of the other parties, in which case, the work shall be owned jointly by the parties, with each party having royalty-free, non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute such work.

**5. Venue of Actions**

Any dispute arising out of this Agreement shall be brought before the proper court of Ormoc City only, to the exclusion of all other venues.

**6. Notices**

All notices and other communications required or permitted under this Agreement shall be in writing and shall be (a) delivered in person (with written confirmation of receipt), (b) sent by facsimile or email (with written confirmation of receipt) at such address or contact information as stated herein or as may be given by the parties from time to time. In case of notices sent by facsimile or email, the same be deemed to have been sent at the time of transmission, provided the same is received by the addressee.

**7. Entire Agreement**

This Agreement constitutes the entire agreement of the parties on the protection and non-disclosure of Confidential Information and shall be amended only by means of a written document signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties' representatives have hereunto set their hands on the date and in the place first above-written.

**ORMOC CITY**

By:

Hon. Richard Gomez, Mayor

**EPIMETRICS, INC.**

By:

Krizelle Leo Fowler, Data Privacy Officer

**NATIONAL RESILIENCE COUNCIL**

By:

Antonia Yulo Loyzaga, President

**CPR FOUNDATION**

By:

Roberto R. Romulo, Chairman

XAVIER UNIVERSITY - ATENEO DE CAGAYAN

By:

Fr. Mars P. Tan, S.J.  
President

Signed in the Presence of:

\_\_\_\_\_

\_\_\_\_\_



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MAKATI ) S.S.

BEFORE ME, a Notary Public for and in the City of Makati, personally appeared the following exhibiting to me their Government-issued identification documents:

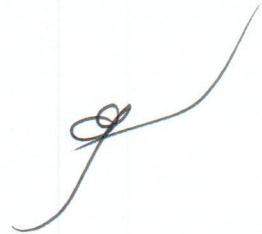
Name	Passport/Driver's License/TIN	Date/Place of Issue
------	----------------------------------	---------------------

xxx as representative  
of zzz

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free voluntary act and deed, and those of the entities represented.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DOC. NO.  
PAGE NO.  
BOOK NO.  
SERIES OF 2020.



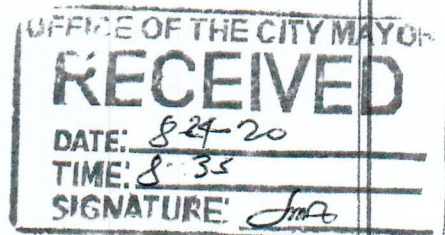


**OFFICE OF THE CITY LEGAL OFFICER**

Ormoc City, Leyte



24 August 2020

**MAYOR RICHARD I. GOMEZ**  
Ormoc CityThru: **MA. VICTORIA LYRA P. DELA CERNA**  
City Gov't, Asst. Dept. Head I

Dear Ms. Dela Cerna:

This pertains to your referral letter requesting for review on the standard draft Memorandum of Confidentiality Agreement to be entered into by LGU-ORMOC, EPIMETRICS, INC., NATIONAL RESILIENCE COUNCIL, CARLOS P. ROMULO FOUNDATION FOR PEACE AND DEVELOPMENT, INC., and XAVIER UNIVERSITY - ATENEO DE CAGAYAN.

This Office has reviewed the standard Confidentiality Agreement and finds nothing legally objectionable therein, it being a contract that secures information obtained during the course of the collaboration. Undersigned suggests that offices identified to receive information on account of this project be notified of the confidentiality of the information they will receive in the course of the agreement.

It is then recommended for the draft MOA to be endorsed to the SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said agreement.


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

For your consideration.

Most Respectfully,

  
**ATTY. ANNE VERNADICE A. AREÑA**  
Attorney in Law

WITH CONFORMITY:

  
**ATTY. JOSEPHINE A. MEJIA-ROMERO**  
City Legal Officer

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