

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 OCTOBER 06, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member, Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member, Asst. Majority Floor Leader
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
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-324

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) WITH
EASTERN VISAYAS STATE UNIVERSITY (EVSU) FOR
THE ESTABLISHMENT OF AN ACADEMIC RESOURCE
CENTER CALLED "LGU ACADEMIC LINK/KIOSK".**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 5, 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 Agreement (MOA) with Eastern Visayas State University for the establishment of an Academic Resource Center Called "LGU Academic Link/Kiosk". Further, requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated October 2, 2020, the City Legal Office finds nothing legally objectionable in the said MOA 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;

WHEREAS, President Rodrigo Roa Duterte, through Proclamation No. 922 dated March 8, 2020, enjoins all government agencies "to render full assistance and cooperation and mobilize necessary resources to undertake critical, urgent, and appropriate response and awareness in a timely manner to curtail and eliminate the COVID-19 threat";

WHEREAS, President Rodrigo Roa Duterte, through Proclamation No. 922, requires "all citizens, residents, tourists, and establishment owners are urged to act within the bounds of the law and to comply with the lawful directives and advisories to be issued by appropriate government agencies to prevent further transmission of the COVID-19 and ensure safety and well-being of all";

WHEREAS, on March 16, 2020, the President, through Proclamation No. 929, declared a state of calamity for a period of six months and further reiterated the call for government agencies to mobilize necessary resources to curtail and eliminate the COVID-19 threat;

WHEREAS, EVSU has a mandate to contribute to the regional and national development along the four-fold function in instruction, research, extension, and production;

WHEREAS, EVSU recognizes that there is a need to collaborate and partner with the City Government of Ormoc in the delivery of higher education services to its constituents (the students from the LGU) to prevent transmission of COVID-19 and for their health safety;

WHEREAS, EVSU is a member of the Eastern Visayas Higher Education Institutions – Flexible Learning Management Systems Consortium (EVHEIs-FLMSC) composed of ten (10) SUCs in Eastern Visayas to cooperate and consolidate efforts in addressing the challenges posed by the "new normal";

WHEREAS, the subject MOA 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 in order to maintain a COVID-free environment, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Gregorio G. Yrastorza III, Lalaine A. Marcos, Joan Marbie C. Simbajon, Esteban V. Laurente, Tomas R. Serafica, Vincent L. Rama, Roiland H. Villasencio, Peter M. Rodriguez and Jasper M. Lucero; 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 AGREEMENT (MOA) WITH EASTERN VISAYAS STATE UNIVERSITY (EVSU) FOR THE ESTABLISHMENT OF AN ACADEMIC RESOURCE CENTER CALLED "LGU ACADEMIC LINK/KIOSK";

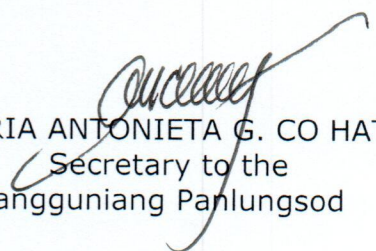
ADOPTED, October 06, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) 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 EVSU President, Dr. Dominador O. Aguirre, Jr.; EVSU – Ormoc; 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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **EASTERN VISAYAS STATE UNIVERSITY**, a public Higher Education Institution established under (*Enabling Act*) with principal Office at Lino Gonzaga Street, Tacloban City represented herein by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, herein referred to as "**FIRST PARTY**";

-and-

The **CITY GOVERNMENT OF ORMOC**, a municipality in the Province of Leyte, represented herein by its Municipal Mayor, **HON. RICHARD I. GOMEZ**, herein referred to as "**SECOND PARTY**"

WITNESSETH: That,

WHEREAS, with hundreds of Filipinos infected, tens of deaths, and many more in danger of infection, the Philippines is affected by COVID-19 which was declared by the World Health Organization as a pandemic on 11 March 2020;

WHEREAS, President Rodrigo Roa Duterte, through Proclamation No. 922 dated 8 March 2020, enjoins all government agencies "to render full assistance and cooperation and mobilize necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID-19 threat";

WHEREAS, President Rodrigo Roa Duterte, through Proclamation No. 922 dated 8 March 2020, requires "all citizens, residents, tourists, and establishment owners are urged to act within the bounds of the law and to comply with the lawful directives and advisories to be issued by appropriate government agencies to prevent further transmission of the covid-19 and ensure safety and well-being of all";

WHEREAS, on 16 March 2020, the President, through Proclamation No. 929, declared a state of calamity for a period of six months and further reiterated the call for government agencies to mobilize necessary resources to curtail and eliminate the COVID-19 threat;

WHEREAS, the **FIRST PARTY** has a mandate to contribute to the regional and national development along the four-fold function in instruction, research, extension and production;

WHEREAS, the **FIRST PARTY** recognizes that there is a need to collaborate and partner with the **SECOND PARTY** in the delivery of higher education services to its constituents (the students from the LGU) to prevent transmission of COVID-19 and for their health safety;

WHEREAS, the **FIRST PARTY** is a member of the Eastern Visayas Higher Education Institutions – Flexible Learning **Management** Systems Consortium (**EVHEIs-FLMSC**) composed of ten (10) SUCs in Eastern Visayas to cooperate and consolidate efforts in addressing the challenges posed by the "new normal" and has the following objectives:

1. Establishment and development of online/offline infrastructure and technology resources needed for the implementation of online-mediated and flexible learning modalities;
2. Creation of content and course modules for different disciplines under the new modalities;
3. Capacity-building of faculty to the development, utilization, and management of flexible and online learning modalities and the creation of content modules;

4. Issuance of policies and guidelines governing the responsibilities and obligations of each HEI and utilization of generated resources in observance of RA 8292 or the Intellectual Property Code of the Philippines;

WHEREAS, the Eastern Visayas State University during its BOR meeting on May 13, 2020 via Zoom video conferencing approved the New Normal Academic Plans and Programs for SY 2020-2021;

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

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

- 1.1 Establish an academic resource center called "LGU Academic Link/Kiosk" as repository of study materials such as modules, books, videos, etc., to serve as venue for the students of EASTERN VISAYAS STATE UNIVERSITY and other member-SUCs of the Eastern Visayas Higher Education Institutions – Flexible learning Management System Consortium (EVHEIs-FLMSC) who come from the CITY OF ORMOC;
- 1.2 Provide one (1) set of computer with printer, furniture (table, chair, and cabinets) in the LGU Academic link/Kiosk;
- 1.3 Provide instructional materials ((hard copy)) such as modules, worksheets, and the like to students of the FIRST PARTY and of the member-SUCs of EVHEIs-FLMSC who have no equipment/gadget to use at home and have no or intermittent access to the internet;
- 1.4 Provide timeline to the LGU as to the schedule of the delivery as well as retrieval of modules/workbooks for the students of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC;
- 1.5 Provide personnel to attend to the academic needs of the students of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC, and manage the LGU Academic link/Kiosk;
- 1.6 Coordinate with the LGU for the overall operation of the LGU Academic link;
- 1.7 Ensure that the modules are properly receipted by the concerned students of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC;
- 1.8 Provide assistance to students of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC for the retrieval and forwarding of the modules to respective member-SUC campuses, and
- 1.9 Ensure that the modules are well-packed and properly decontaminated before forwarding to the campus or campuses of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC;

2. The SECOND PARTY shall:

- 2.1 Provide a secured/sufficient space for the Academic link/kiosk for the students of the FIRST PARTY and of the member SUCs of the EVHEIs-FLMSC who are officially enrolled;

- 2.2 Allow the students of the FIRST PARTY and of the member SUCs of the **EVHEIs-FLMSC** to use the PLGU Public Library or learning resource center;
- 2.3 Allow students of the FIRST PARTY and of the member SUCs of the **EVHEIs-FLMSC** to access the LGU free WIFI;
- 2.4 Provide security to students of the FIRST PARTY and of the member SUCs of the **EVHEIs-FLMSC** while they are using the kiosk;
- 2.5. Ensure that the necessary guidelines issued by the IATF (COVID 19 National and Local Committees) are properly and strictly followed by faculty, students, parents and other personnel of the FIRST PARTY and of the member SUCs of the **EVHEIs-FLMSC**, like:
 - 2.5.1. wearing of face masks;
 - 2.5.2. social/physical distancing;
 - 2.5.3. availability of disinfectants/alcohol, and
 - 2.5.4. disinfection/decontamination of kiosk; and,
- 2.6 Help the member SUCs of the **EVHEIs-FLMSC** oversee the operation and orderliness of the academic link/center in the area.

GENERAL TERMS AND CONDITIONS FOR THE USAGE OF ACADEMIC LINKS/KIOSKS

1. The main responsibility of the SUC In-Charge is on the sharing of the kiosks/links including its facilities and equipment. Management of students' learning activities is mainly the concern of the SUC where they are officially enrolled.
2. The SUC In-Charge shall coordinate with the LGU on the specific location where the kiosk will be installed. The identified area/s shall be safe and accessible for the students to use.
3. The SUC In-Charge shall facilitate the overall management of their assigned Academic Links/Kiosks. All SUCs shall assign Focal Persons to act as liaisons for each kiosk/link that they will utilize.
4. The SUC In-Charge shall determine the carrying capacity of the Academic Link/Kiosk. No walk-ins shall be allowed. They shall accommodate users by appointment (*confirmed at least a day before the visit*).
5. Each SUC shall provide hard copies of modules, worksheets and other instructional materials to accommodate students who have no equipment/gadget to use at home and have no or intermittent access to the internet.
6. The SUC shall give students options how to access or copy learning materials, such as, but not limited to using flashdrives and external hard drives.
7. Provision and installation of equipment, furniture, and fixture such as computers, printers, tables, and chairs for each Academic Link/Kiosk shall be done by the SUC In-Charge or the LGU, subject to availability of resources and capacity of the SUC In-Charge and the concerned LGU, as may be negotiated or agreed upon. However, correspondence boxes for the storage of instructional materials shall be provided for by the concerned SUC. These boxes shall be coded with distinct colors agreed upon by each SUC for easy identification and retrieval.
8. Maintenance of links/kiosks as well as the calibration of installed facilities and equipment shall be undertaken regularly by the SUC In-Charge and the LGU.
9. Users of the link/kiosk shall ensure that minimum standard health protocols such as, but not limited to, social distancing, wearing of face masks and availability of sanitizers/alcohols are strictly monitored and imposed. Health certificates shall also be secured by students and focal persons, if required by the LGU.
10. Tracking and monitoring of students' attendance/activities should be the responsibility of the concerned SUC.

11. The SUC In-Charge shall issue a **temporary pass** to students of other SUCs that will be using the Academic Link/Kiosk. The student pass shall be used for identification and shall be valid for one semester only.
12. Distribution and retrieval of modules, worksheets, and other learning materials to students shall be done by the concerned SUC.
13. The concerned SUC shall facilitate packaging of instructional materials and ensure that the same are thoroughly sanitized before delivery to and after delivery from the link/kiosk.
14. The SUC In-Charge shall ensure that non-academic websites such as gaming platforms and pornographic sites are blocked from the link/kiosk.
15. The SUC may assign Student Assistant (SA) and/or a Contract of Service Worker as its Kiosk In-Charge/Coordinator/Liaison, who resides in the locality where the kiosk is established.
16. The SUC In-Charge shall ensure that health protocols and guidelines for students are posted for guidance and observance.
17. A simulation/dry run shall be done a week before the start of classes.

ROLES OF THE LGU IN THE ESTABLISHMENT OF SUC ACADEMIC LINKS/KIOSKS

1. The LGU may assign a Focal Person to assist the SUC In-Charge in the operation and orderliness of the academic link/kiosks.
2. To ensure efficiency in the operation of the Academic Link/Kiosk, the Focal Person shall undertake the following roles and responsibilities:
 - 2.1 Provide the SUC In-Charge with a complete list of students who will be using the Academic Link/Kiosk including each student's course and year level, address, and contact number. The details collected shall be subject to rules and regulations of the Data Privacy Act of 2012.
 - 2.2 Inform students on the availability of learning materials for release, schedule of submission of worksheets, and delivery and retrieval of modules/workbooks/IMs based on the timeline and schedule provided by the SUC In-Charge.
 - 2.3 Schedule the use/visit of the link/kiosk in coordination/consultation with the SUC In-Charge
 - 2.4 Ensure that the following shall be observed by the students:
 - 4.1.1 A temporary student pass shall be issued by the SUC In-charge of the Academic Link/Kiosk. This shall be presented, together with a colored copy of the University-issued School I.D., upon entry in the identified area where the kiosk is located. Students will be contacted by their focal person and shall only be accommodated on the schedule identified by their SUC.
 - 4.1.2 Students shall report to their assigned liaison at the kiosk/link.
 - 4.1.3 Students shall be required to sign a waiver on the disclosure of their personal information. The data collected shall form part of the list needed by the concerned SUC in identifying users for each link/kiosk.
 - 4.1.4 Students shall not alter or attempt to alter the setup or software configurations of the kiosks. Any software or hardware owned by external parties shall not be installed or used, nor should shortcuts for personal programs or folders be created.
 - 4.1.5 Access to websites unrelated to the assigned academic work shall be prohibited.
 - 4.1.6 Students may download learning materials for their own consumption. All external devices (e.g. flashdrives, external hard drives), however, shall be scanned by the assigned staff before use.
 - 4.1.7 Students shall help maintain the cleanliness and orderliness of the kiosk/link.
3. The LGU shall allow SUCs to remotely access the work stations of the academic link/kiosk for updating of system database. The system/database of the SUC can be remotely accessed using the Microsoft Remote Desktop. Updating through remote access may be done by the SUC In-Charge in the evening because at daytime the Offices are using the internet access services.
4. Request for a meeting/conference with the SUC In-Charge if deemed necessary to ensure effective operationalization of the academic links/kiosks.

II. AMENDMENT PROVISION

Any additional amendments on the stipulations hereof shall be done through a supplementary agreement to be prepared by the party requiring such and shall be mutually consented by the parties. Notarization of such shall be taken care of by the part who prepared the amendments/additional provisions.

III. REPEALING CLAUSE

All parties agree that this MOA contains the full agreement of the parties and supersedes all previous agreements either written or oral, if any.

IV. DATA PRIVACY AGREEMENT

It is expressly understood by all parties that the confidentiality, integrity, and availability of information shall be upheld at all times, and disclosure or transfer, consciously or unconsciously to any party outside of this agreement, shall be prevented without the knowledge and written consent of all parties, except where such consent is not required for the lawful processing of personal data, as provided by law.

V. TERMINATION OF THIS AGREEMENT

The **FIRST PARTY** shall terminate this agreement upon clearance from the national government that the country's state of health is stable and it is safe for the students to have a face-to-face physical classroom. The **SECOND PARTY** shall be informed by the **FIRST PARTY** through a written noticed of termination.

VI. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect immediately upon approval and compliance to the responsibilities of both parties.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this _____ day of _____ 20____, at _____, Philippines.

EASTERN VISAYAS STATE UNIVERSITY
FIRST PARTY

By:

DR. DOMINADOR O. AGUIRRE, JR

CITY OF ORMOC
SECOND PARTY

By:

HON. RICHARD I. GOMEZ

Signed in the presence of:

Name and Position of SUC Representative
Witness

Name and Position of LGU Representative
Witness

REPULIC OF THE PHILIPPINES)
City of _____) S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day
of _____, 20____, personally appeared:

Dr Dominador O. Aguirre, Jr.

Hon. Richard I. Gomez

ID No. Issued on/Issued at

Known to me to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations/entities they respectively represented.

The foregoing which refers to a Memorandum of Agreement (MOA) consists of Six (6) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2020

