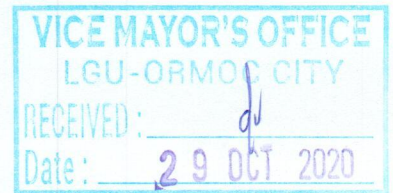
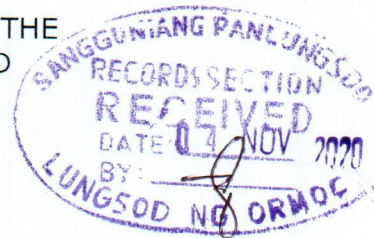


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 27, 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,  
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

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

Joan Marbie C. Simbajon,

Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Vincent L. Rama,

SP Member

**RESOLUTION NO. 2020-348**

**A RESOLUTION GRANTING THE CITY MAYOR OR THE  
ACTING MAYOR THE AUTHORITY TO SIGN A  
MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED  
INTO BY AND BETWEEN THE CITY GOVERNMENT OF  
ORMOC AND DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY (DICT), RELATIVE  
TO THE IMPLEMENTATION OF THE DEPARTMENT OF  
INFORMATION AND COMMUNICATION TECHNOLOGY  
TECH4ED PROGRAM BY THE LOCAL GOVERNMENT  
UNIT OF ORMOC AND THE TRANSFER OF EQUIPMENT  
THEREOF.**

WHEREAS, this august Body was in receipt of an endorsement from the Office of the City Mayor dated March 4, 2020 requesting therein the passage of a resolution granting authority to the City Mayor or the Acting Mayor to sign the attached Memorandum of Agreement (MOA) to be entered into by and between the City Government of Ormoc and the Department of Information and Communications Technology (DICT) relative to the implementation of the DICT Tech4ED Program by the LGU-Ormoc and the Transfer of Equipment thereof, the final copy of the said MOA is hereto attached as "Annex A";

WHEREAS, the DICT is mandated to be the primary policy, planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national ICT development agenda;

WHEREAS, the DICT, in line with its mandate aims to bridge the digital divide to enhance socio-economic condition, providing inclusive growth to the country by establishing Tech4ED under its eFilipino- Technology for Economic Development Project and by implementing the Rural Impact Sourcing (RIS) Program under the digital PH initiative;

WHEREAS, under the Tech4ED Project are different segments , which aim to cater to Out-of-School Youth and Adults (OSYA), women, teachers, Overseas Filipino Workers (OFWs) as well as their families and relatives, Persons with Disabilities (PWDs), senior citizens, indigenous people, and entrepreneurs as its target market or END-USERS ;

WHEREAS, the said MOA is an agreement between the parties for the free use, by way of usufruct, of DICT's platform, solutions, technology and brand of Tech4ED Project, by way of transfer the Tech4ED Equipment Package from the DICT to the LGU;

WHEREAS, the City of Ormoc has manifested its intent to establish a Tech4ED Center and has correspondingly attested to support all activities to sustain and maintain the Center to provide services to the community, where and when it is feasible and necessary;

WHEREAS, as provided in the Local Government Code of 1991, local government units (LGUs) allows the establishment of partnership with other government offices in order to undertake projects, programs and services to address the identified needs of the communities within its jurisdiction;

WHEREAS, the MOA provides in detail the duties and responsibilities of the parties in the said partnership and the parties endeavored to comply with such;

WHEREAS, the City Legal Office upon review of the final draft of the MOA, finds that the same is in accordance with order, not detrimental to the interests of the City, not contrary to law, morals and public policy, hereto attached as "*Annex B*";

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOA is not contrary to law and existing contracts, and that the purpose is to provide capacity building services to the marginalized sectors of the society, thus will promote inclusive growth in the City so therefore, most deserving of this august Body's full support and affirmative action to the same;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances and SP Member Lalaine A. Marcos, Vice-Chairman, Committee on Communication, Information, Technology and Public Information, severally seconded by SP Members Roiland H. Villasencio, Nolito M. Quilang, Tomas R. Serafica, Gregorio G. Yrastorza III and Joan Marbie C. Simbajon; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING THE CITY MAYOR OR THE ACTING MAYOR THE AUTHORITY TO SIGN A MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT), RELATIVE TO THE IMPLEMENTATION OF THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY TECH4ED PROGRAM BY THE LOCAL GOVERNMENT UNIT OF ORMOC AND THE TRANSFER OF EQUIPMENT THEREOF;

ADOPTED, October 27, 2020.

RESOLVED, FURTHER, that copies of the final and notarized Memorandum of Agreement 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 M. Romero; Engr. Raoul E. Cam, City Planning and Development Coordinator; CPDO - Information Technology Division; the OIC - Director Jose A. Bagulaya of DICT; the City Local Government Operations Officer-DILG; and such all other offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above 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 AND  
TRANSFER OF EQUIPMENT**

**KNOW ALL MEN BY THESE PRESENTS**

This Memorandum of Agreement (MOA) made and entered into by and between:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, an office existing by virtue of Republic Act 10844 dated 23 May 2016, with principal office address at DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City, represented herein by its OIC Director, **JOSE A. BAGULAYA**, hereinafter referred to as the "DICT";

- and -

The **CITY GOVERNMENT OF ORMOC**, represented herein by its Honorable Mayor **RICHARD I. GOMEZ** duly authorized for the purpose, hereinafter referred to as the "LGU";

**WITNESSETH: THAT**

**WHEREAS**, the DICT is mandated to be the primary policy, planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national ICT development agenda.

**WHEREAS**, the DICT, in line with its mandate, aims to bridge the digital divide to enhance socio-economic condition providing inclusive growth to the country by establishing Tech4ED Centers under its eFilipino - Technology for Economic Development Project and by implementing the Rural Impact Sourcing (RIS) Program under the digitalPH initiative;

**WHEREAS**, under the Tech4ED Project are different segments, which aim to cater to Out-of-School Youth and Adults (OSYA), women, teachers, Overseas Filipino Workers (OFWs) as well as their families and relatives, Persons With Disabilities (PWDs), senior citizens, indigenous people, and entrepreneurs as its target market or END-USERS;

**WHEREAS**, the Rural Impact Sourcing Program of the DICT aims to help create and promote meaningful ICT-enabled jobs in socio-economically disadvantaged areas in the country;

**WHEREAS**, the LGU has manifested its intent to establish a Tech4ED Center and has correspondingly attested to support all activities to sustain and maintain the Center to provide services to the community, where and when it is feasible and necessary;

**WHEREAS**, the DICT and the LGU have agreed to cooperate and jointly commit to promoting community development through the use of ICT for effective and efficient governance in the country, particularly through the Program;

**WHEREAS**, the Parties have agreed for the free use of the platform, technology and brand for Tech4ED Project by way of usufruct under the conditions in this Agreement for the sole purpose of furthering the objectives of the project;

WHEREAS, a DONOR-DONEE relationship shall likewise exist in the transfer of the Tech4ED Center Equipment Package between the DICT (DONOR) and the LGU (DONEE),

WHEREAS, for and in consideration of the LGU's belief and recognition of the Tech4ED Center's invaluable services to the community, the DICT shall TRANSFER and CONVEY by way of DONATION, unto the said LGU the Tech4ED Center Equipment package, free and clear from all liens and encumbrances, except those that may be subsisting by operation of law;

WHEREAS, this Agreement shall have the same effect as that of a Transfer of Equipment for the Tech4ED Center Equipment Package on condition that actual donation shall be enforced and realized only upon receipt and acceptance of said Equipment Package through the equipment deployment and transfer alongside the submission of a duly accomplished Inspection and Acceptance Report and the corresponding Invoice Receipt for Property;

WHEREAS, upon receipt of the Equipment Package, the LGU shall henceforth transfer and Convey the same donated equipment to the Tech4ED Center for its intended and maximized usage;

NOW, THEREFORE, for and in consideration of the foregoing premises and of mutual covenants, agreements and stipulations hereinafter set forth, the parties hereto agree to enter into this Memorandum of Agreement (MOA) under the following terms and conditions:

#### SECTION 1. PURPOSE OF THE MOA

This MOA is an agreement between the parties for the free use, by way of usufruct, of DICT's platform, solutions, technology and brand of Tech4ED Project. It is also for the joint implementation by the DICT and the LGU of the RIS Program to provide capacity building services to the marginalized sectors of society, in order to make the collaboration and cooperation between the parties possible, subject to adherence to the minimum requirements of the law. The location(s) and description(s) of site(s) is/are found in ANNEX "A"

#### SECTION 2. SCOPE OF THE PROJECT

This Agreement shall cover the approval of the LGU's application as DICT's partner for the hosting, the establishment and operation of a Tech4ED Center in its community, the consequent donation of the Tech4ED Center Equipment package indicated in Section 7 and the provision of Training Package and appropriate technical assistance to the LGU as DICT's host partner through the Tech4ED Project and the RIS Program.

#### SECTION 3. TERMS OF AGREEMENT

- 3.1 The Parties understand that they share the common goal of implementing the project;
- 3.2 The Parties acknowledge that the proper coordination between them shall be made to ensure the success of the project;
- 3.3 The Parties acknowledge that ownership of the platform, solutions, technology and brand shall remain with the DICT, while those provided by the LGU, if any, shall remain with the LGU;

- 3.4 The Parties hereby undertake to faithfully and strictly perform the responsibilities enumerated under this Agreement and fully understand the consequences therein in case of non-performance thereof;
- 3.5 The Parties know and understand that the DICT is providing the use of its platform, solutions, technology and services, by way of usufruct, free of any charge. Furthermore, the Parties hereby declare that the DICT is NOT charging any fee from the LGU, from its community or from the public for the use of the platform, solutions, technology and brand of the Tech4ED Project under this Agreement;
- 3.6 The LGU may impose charges or fees for the use of the computers of the Tech4ED Centers at a cost that the LGU may deem appropriate and sufficient to be used exclusively for the maintenance and expansion of the Tech4ED Centers in order to achieve the Parties shared goal of long term sustainability of the Tech4ED project;
- 3.7 The LGU shall not impose additional charges or fees in order to access the contents of the platform under the Tech4ED Project;
- 3.8 Under no circumstance shall the fees collected by the LGU be released to the DICT, its officers and staffs as payment of fees, services, honoraria, and other similar disbursements.
- 3.9 Further, the purpose for which the donation for Tech4ED Center Equipment was approved and granted by the DICT shall not be changed, modified or altered without prior written consent of the DICT whose concurrence can only be withheld upon reasonable ground.
1. If the LGU commits a breach on any of the conditions for the donation of the Equipment Package especially Section 5.2, the DICT may take appropriate action, including revocation of the donation, to uphold the public interest.
  2. Upon revocation of the donation, the DICT shall demand the return of the donated items with a right to claim damages.
  3. The parties mutually agree that this donation in favor of the LGU does not in any way bind the DONOR to grant future requests for donation by the LGU.

#### SECTION 4. OBLIGATIONS OF DICT

- 4.1 Support and assist the LGU on the implementation of the Tech4ED Project milestones in the recipient LGU Tech4ED Center;
- 4.2 Support and assist the LGU on the implementation of the RIS Program, particularly on capacity building and trainings;
- 4.3 Allow the LGU to use for free the platform of the Tech4ED project, comprising of the ICT-enabled contents and services;
- 4.4 Provide the Equipment Package comprising of TEN (10) operational laptops ;

- 4.5 Provide thru its partners appropriate technical assistance during deployment and installation of the Equipment package;
- 4.6 Provide relevant training, appropriate to develop the skills of the Center Manager and/or Assistant Center Manager who shall be tasked to manage and to implement the center's day-to-day operations;
- 4.7 Overall-in-charge in the execution, monitoring, and evaluation of technical training;
- 4.8 Ensure the availability of venue, facilities, and technical expertise on the Technical Training for the Center Managers;
- 4.9 Provide the Guidelines on the specification of Technical Training;
- 4.10 Provide the Guidelines on the selection of local partner, Micro, Small and Medium Enterprises (MSMEs), and scholars;
- 4.11 Review reports required to be submitted by the LGU; and
- 4.12 Evaluate and conduct periodic monitoring of the beneficiary's performance.

#### SECTION 5. OBLIGATIONS OF THE LGU

- 5.1 To furnish the DICT an Ordinance containing, among others, a conformity with the terms and conditions for the free use of the platform, solutions, technology and branding of the Tech4ED project;
- 5.2 Provide at least forty (40) square meters office space to serve as the Tech4ED where computers shall be deployed and the technical training will be held, to accommodate at least twenty (20) participants who shall avail of the scholarship grant of the RIS Technical Training Program;
- 5.3 Assign at least two (2) permanent or full-time personnel as the Tech4ED Center Manager and the Tech4ED Center Assistant Manager, respectively, to manage the day to day operations of the Center and to ensure its the safety and security;
- 5.4 Shoulder the costs of travel and training for its Tech4ED Center Manager and Tech4ED Center Assistant who shall already be tasked to attend the training under the Tech4ED Project such as, but not limited, to the Center Managers Training, Technical Training for Rural Impact Sourcing Program and annual Summit for Knowledge Exchange Conference to enhance the centers performance;
- 5.5 The LGU shall provide for the meals (lunch) and snacks of the training participants including scholars, MSMEs, trainers, and DICT personnel during the face-to-face training sessions; shall ensure the availability of stable internet connectivity and back-up functional generator during the training;
- 5.6 Ensure connectivity of the above-mentioned laptops or desktops at the Tech4ED Center through Wi Fi with at least 2mbps Committed Information Rate (CIR) and at least one (1) router;

- 5.7 Provide security measures such as, but not limited to, operational security camera for the protection of any and all materials in the Tech4ED Center against theft;
- 5.8 Provide enough computer tables for the Technical Training scholars, and at least two (2) extra tables and chairs for meetings and discussions during the training;
- 5.9 Maintain and maximize the use of the DICT-donated equipment that should not be pulled-out from the Center but to be used exclusively for the Tech4ED Project's purposes;
- 5.10 Allow and ensure the operation of the Tech4ED Center from Monday to Friday, for at least eight (8) consecutive hours, ideally from 1 o'clock in the afternoon until 9 o'clock in the evening; on Saturdays from 9 o'clock in the morning to 5 o'clock in the afternoon and on Sundays from 12 o'clock in the morning to 5 o'clock in the afternoon in accordance with Tech4ED Center operations guidelines;
- 5.11 Ensure that each computer shall be readily available and functional for the use of the target market, scholars/training participants or END-USER for at least the prescribed operational days in a year, for the duration of this Agreement;
- 5.12 Ensure the availability of service center or computer technicians within the area who shall promptly address the report/complaint of the user and do preventive maintenance against such items, but not limited to, viruses, malware and the like, on a quarterly basis;
- 5.13 Prepare and submit to DICT the monthly incident management report of complaints and incidents escalated by the target market or END-USER/s with information on the actions taken by the service center or technicians and the corresponding response time;
- 5.14 Shoulder the costs of monthly operating expenses such as salaries of the Tech4ED Center Manager and other personnel, electric, internet and telephone bills, supplies and materials and other incidental expenses for the continuous operation of the Tech4ED Centers;
- 5.15 Use the fees to be collected exclusively to ensure the sustainability of the Tech4Ed Centers for the entire duration of this Agreement;
- 5.16 Institute and spearhead the advocacy and promotional activities for the dissemination of the Tech4ED Center existence and service offering to the community;
- 5.17 Promote the Tech4ED Centers and the RIS Program on the LGU website or in such other social media platforms maintained by the LGU, and regularly update with relevant news and accomplishments of the Centers;
- 5.18 Pass a Resolution through its Local Legislative Body specifically indicating thereat the LGU's intent to establish and sustain the Center's operations notwithstanding any change in the LGU's leadership;
- 5.19 Identify information and service needs of the community and facilitate the development of relevant and local content and the delivery of appropriate

government services thru its partners and alliances among and between local communities and government agencies;

5.20 Submit the Center's Operational Plan within two (2) months and a Monthly Status Report for the first six (6) months after its establishment and consequently on a quarterly basis or as prescribed by the DICT for regular evaluation and assessment of the Center's progress and performance; and

5.21 Reimburse cost of training and all other costs for technical services availed of in the event of termination or withdrawal as partner beneficiary of the project.

## SECTION 6. OTHER PROVISIONS

The cost for repair and maintenance of equipment covered by this Agreement shall be borne by the LGU upon the effectivity of this Agreement and the Transfer of Equipment.

## SECTION 7. FUNDING

This Agreement will be subject to the availability of funds and other resources of the parties. The cost of the activities and the performance of Parties respective responsibilities shall be for the separate accounts of the Parties. The parties warrant that it has the funding to pursue and comply with the obligations and responsibilities found in this agreement.

## SECTION 8. COSTING

The following equipment shall be provided to the LGU:

<u>Equipment:</u>	<u>Cost</u>
a) Ten(10) ASUS Laptop .....	Php351,800.80

### Training:

Relevant management and technical training for Tech4ED knowledge workers, Rural Impact Sourcing Technical Training and Orientation on the Tech4ED Project with the LGU Tech4ED Team.

Moreover, the costs for additional technical service and other service requests by the LGU not covered under this Agreement shall be borne by the LGU and be subject to the DICT's approval.

## SECTION 9. DURATION AND EFFECTIVITY OF THE MOA

This Agreement shall take effect upon the signing of the parties hereto and shall be valid for ten (10) years unless earlier terminated or revoked or cancelled with or without cause by giving thirty (30) day prior written notice to the other party.

## SECTION 10. MONITORING AND COMPLIANCE

The parties shall mutually monitor the adherence and the compliance of their counter-party. Any lapse or breach of obligations shall be brought to the attention of the other through notices under these addresses:

**DICT:**  
**JOSE A. BAGULAYA**  
OIC Director  
DICT - Region 7 & 8

**LGU:**  
**HON. RICHARD I. GOMEZ**  
City Mayor of Ormoc

The parties agree to settle issues, lapses and breaches of obligations through internal negotiations. However, if issues, lapses and breach continue for three (3) consecutive events and notices, the offended party may, as a matter of right given and agreed to in this Agreement, remove any or all contributions to this endeavor and rescind this agreement.

#### **SECTION 11. TERMINATION**

Upon expiration of the period of this Agreement, the Parties may renew the same subject to the evaluation of the performance of the centers established hereunder. Sixty (60) days prior to the end of this Agreement, the Parties shall discuss whether the project should continue or shall be terminated, extended or under a new agreement subject to the requirements of the law.

In case of non-renewal of this Agreement or termination for whatever cause, the equipment and technology/platform used for the subject Tech4ED project shall be immediately returned to its rightful owners, the costs of the retrieval, removal and/or return thereof shall be for the separate accounts of the parties.

This Agreement can be pre-terminated on the ground that upon periodic evaluation by the DICT, it has been determined that the Center is not performing within the standard set by the same for the Tech4ED project and/or violations and/or non-performance of any of the responsibilities enumerated herein have been committed. In such a case and upon notice, the LGU shall immediately stop using the platform, solutions, technology and brand of Tech4ED project and shall no longer be a part of the project. The termination of this Agreement shall not relieve the LGU from any liabilities.

#### **SECTION 12. NON-PERFORMANCE**

An unjustifiable delay by either party in the performance of its obligations shall entitle the other party to cause the termination of this Agreement. The effective date of termination shall be ten (10) days after receipt of such Notice.

If, at any time, during the execution of this Agreement, either party should encounter conditions which tend to jeopardize or imperil its performance obligation hereunder, such party shall promptly notify the other party in writing the facts of the delay, its likely duration and the causes. As soon as practicable after receipt of the Notice, the other party shall evaluate the situation and determine as follows:

12.1 If the failure to perform is with justifiable cause, the parties shall agree on the extension of time to perform the obligations or the deliverables. This Agreement shall not be terminated; and

12.2 If the cause is due to fortuitous event or force majeure and thus, beyond the control of the party, the parties shall agree on the extension of time for such performance and this Agreement shall not be terminated.

### **SECTION 13. RELATIONSHIP**

13.1 There is no employee-employer relationship or principal-agency between the DICT and the LGU;

13.2 Except for the Tech4ED Center Equipment Package wherein the DONOR-DONEE Relationship is created under the WHEREAS clause hereof, the relationship between the Parties shall be that of a grantor-usufructuary on the platform, solutions, technology and brand and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture between the Parties, or a merger of their assets or their fiscal and other liabilities or undertaking. Neither Party shall have the right to bind the other Party, except as expressly provided for herein;

13.3 The employees of the DICT and the LGU shall remain their respective employees. Any liabilities and obligations emanating from the employer-employee relationship of the respective parties shall be solely shouldered by the respective employers; and

13.4 The Tech4ED Center Managers and other personnel of the Tech4ED Centers shall remain the employees of the LGU. Any liabilities and obligations emanating from such employer-employee relationship shall solely for the account of the LGU.

### **SECTION 14. SETTLEMENT OF DISPUTE**

In case of disputes, claims and controversies due to non compliance with the terms of this Agreement, the Parties agree to submit the voluntary arbitration before resorting to court action following the pertinent provisions of Presidential Decree No. 242.

### **SECTION 15. SEPARABILITY CLAUSE**

Should any stipulations, provisions or any part of this Agreement be declared unenforceable or void by an order or judgment by any court or tribunal, the other stipulations and provisions shall not be affected and shall remain.

### **SECTION 16. AMENDMENTS**

At any time while this Agreement is in effect, the Parties may modify, revise or amend in writing the existing terms and conditions or requirements of this Agreement as circumstances may warrant. Any modification, revision or amendment hereto shall become valid and binding only when the same is in writing and signed by both Parties;

### **SECTION 17. ASSIGNMENT AND SUCCESSION**

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. However, neither party may assign or delegate its rights and duties hereunder without the prior consent of the other party.

#### SECTION 18. GOVERNING LAW

The validity of this Agreement and the construction of its terms and conditions, interpretation and enforcement of the rights and duties of the Parties shall be governed by the Laws of the Republic of the Philippines.

#### SECTION 19. VENUE

The exclusive venue of all court actions or request for interim measures, should this become necessary, shall be Quezon City, Philippines.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement in the place and on the date first above written.

DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY

[LGU]

JOSE A. BAGULAYA

*OIC Director*

RICHARD I. GOMEZ

*City Mayor*

IN THE PRESENCE OF

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared

<u>Name</u>	<u>Government ID</u>	<u>Date &amp; Place Issued</u>
Jose A. Bagulaya	UMID CRN-006-0017-0688-6	Tacloban City
Hon. Richard I. Gomez		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which consists of ten (10) pages, including this page in which the acknowledgment is written, signed by the parties and their instrumental witnesses at the spaces herein provided and acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this \_\_\_\_ day of \_\_\_\_\_ 2018.

NOTARY PUBLIC

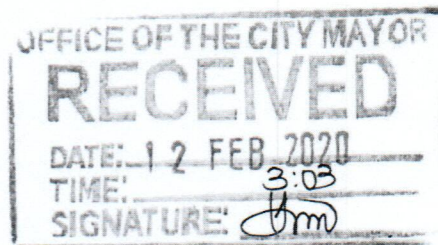
Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.

## OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

February 12, 2020

**MAYOR RICHARD I. GOMEZ**  
Ormoc City



Mayor Gomez:

Forwarding to your office, the proposed Memorandum of Agreement that was referred to this office relative to the implementation of the DICT Tech4ED Program by the LGU in Ormoc. Please find below the comment(s) of this office:

1. There is nothing legally objectionable to the provisions of the subject agreement.
2. The following paragraphs were revised based on form only:
  - a. 5<sup>th</sup> paragraph of the Whereas clause;
  - b. Section 1;
3. Note to be taken that the enactment of an Ordinance as stated in Section 5.1 and passage of a Resolution as stated in Section 5.18 both fall within the wisdom and will of the Sanggunian.
4. The agreement first be referred to the City Budget Office for its comment(s) as to the financial obligations of the LGU as expressed in the agreement, to the end that funds are available for the purposes stated therein.
5. Section 5.17 be amended to include that the promotion of the center not only in the LGU website, but to include other media platforms maintained by the City, as an alternative and in the absence of such website.
6. Section 11 be amended for it to state that the LGU will stop using the platform, solutions, technology and brand of the Tech4ED, upon notice given to it of the intended termination of the contract.
7. Section 13.2 be amended to include the phrase, "Except for the Tech4ED Center Equipment Package wherein the DONOR- DONEE Relationship is created under the WHEREAS clause hereof", for this to be consistent with paragraph 8 of the Whereas clause.
8. This opinion is rendered without prejudice to contrary opinion from competent authorities and/or ruling of proper court and/ or supervening event(s) or circumstances.

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

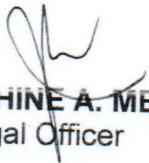
9. For the consideration of the City Mayor.

10. The amendments as proposed by this office are indicated in red font as attached to this opinion.

It is the recommendation of this office that should the same merit the favorable consideration of the Honorable Mayor, that this agreement be referred to the Sangguniang Panlungsod to request for the issuance of a Resolution authorizing the City Mayor to accept the mentioned donation and execute the document.

For your consideration.

Most Respectfully,

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

**COPY FURNISHED:**

Mr. Roy Donayre, IT Office

ICT, through Mr. Donayre

Soft copy of MOA sent via email to [lguormoccmo@gmail.com](mailto:lguormoccmo@gmail.com) Feb 12, 2020 (MOA TECH4)

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