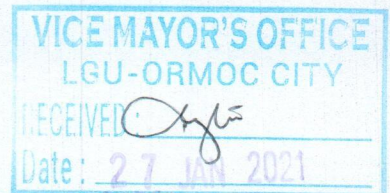


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 JANUARY 26, 2021

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,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader

SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

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

ON OFFICIAL BUSINESS:

Peter M. Rodriguez,

(Acting Mayor), SP Member

**RESOLUTION NO. 2021-027**

**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 PLAN  
INTERNATIONAL, INC. COVERING THE  
REHABILITATION OR REPAIR AND EQUIPPING OF  
THE SOCIAL DEVELOPMENT CENTER FOR CHILDREN  
AND YOUTH (SDCCY).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated January 18, 2021 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 Plan International, Inc. covering the rehabilitation or repair and equipping of the Social Development Center for Children and Youth (SDCCY), a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated November 5, 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, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, the Philippines is a signatory to the United Nations Convention on the Rights of the Child, which binds all signatory, states to recognize the right of the child "to the enjoyment of the highest attainable standard of development and to have facilities for the childhood care and development" and bound "to ensure that no child is deprived of his or her right to be protected";

A handwritten signature in the bottom right corner of the page.



WHEREAS, Republic Act No. 10364 or otherwise known as the Expanded Anti-Trafficking in Persons Act of 2012 is enacted to institute policies to eliminate Trafficking in Persons (TIP) especially against women and children, establishing necessary institutional mechanisms for the protection and support of trafficked persons, providing penalties for its violations, and for other purposes;

WHEREAS, the Local Government of Ormoc City and the Local Council Against Trafficking and Violence Against Women and their Children (LCAT-VAWC) has an existing partnership with Plan International, through the project "Collaborative Action Against Trafficking" (CAAT) that implements consciousness raising activities, capacity development for local government units and duty bearers to address trafficking in persons;

WHEREAS, it has been brought to the attention of Plan International through its project "Collaborative Action Against Trafficking" (CAAT) Project being implemented in the city the need for support of the rehabilitation or repair of the 20-year building that now houses the Social Development Center for Children and Youth (SDCCY) catering for the boys and young men who are categorized as Children at Risk (CAR) and Children in Conflict with the Law (CICL) and the absence of center to house boys and young men who are victims of Online Sexual Exploitation (OSE) and Trafficking in Person (TIP) in the city;

WHEREAS, Plan International together with the LGU of Ormoc aims to achieve lasting improvements in the quality of life of deprived children in developing countries, their families, and communities through programs that promote children's rights and through a process that unites people across culture;

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, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Esteban V. Laurente, Chairman Committee on Infrastructure Development and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances seconded by SP Members Roiland H. Villasencio, Jasper M. Lucero, Vincent L. Rama, Lalaine A. Marcos, Joan Marbie C. Simbajon, Tomas R. Serafica, Nolito M. Quilang and Greogorio G. Yrastorza, III; 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 PLAN INTERNATIONAL, INC. COVERING THE REHABILITATION OR REPAIR AND EQUIPPING OF THE SOCIAL DEVELOPMENT CENTER FOR CHILDREN AND YOUTH (SDCCY);

ADOPTED, January 26, 2021.

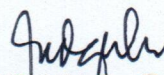
RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

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; Plan International; City Social Welfare Department and other offices concerned for their information and guidance;


CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the above resolution.

  
NONILYN D. GALANO  
OIC-SP Secretary  
Supervising Administrative Officer  
(Board Secretary IV)

ATTESTED:

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



Annex "A"

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this \_\_\_\_ day of 2020 at \_\_\_\_\_, by and between:

**Plan International, Inc.** a child-centered development organization duly registered under the laws of the Philippines, with office address at 4F Bloomingdale Building, 205 Salcedo St, Legaspi Village, Makati City, Philippines, herein represented by its Country Director **Dennis Guy O'Brien**, and herein referred to as "**Plan**";

And

The **LOCAL GOVERNMENT UNIT** of Ormoc City, with office address at \_\_\_\_\_, herein represented by the City Mayor **Hon. Richard I. Gomez** hereinafter referred to as "**LGU- Ormoc City**."

(Collectively, the "Parties"),

WITNESSETH: That

**WHEREAS**, the Philippines is a signatory to the United Nations Convention on the Rights of the Child, which binds all signatory states to recognize the right of the child "to the enjoyment of the highest attainable standard of development and to have facilities for the childhood care and development" and bound "to ensure that no child is deprived of his or her right to be protected";

**WHEREAS**, Congress passed Republic Act No. 9208, otherwise known as the "Anti-Trafficking in Persons Act of 2003" which was signed into law by President Gloria Macapagal Arroyo on May 26, 2003 and Republic Act No. 10364 otherwise known as the "Expanded Anti-Trafficking in Persons Act of 2012" which was signed into law by President Benigno Simeon C. Aquino III on February 6, 2013;

**WHEREAS**, Republic Act No. 10364 is enacted to institute policies to eliminate Trafficking In Persons (TIP) especially against women and children, establishing necessary institutional mechanisms for the protection and support of trafficked persons, providing penalties for its violations, and for other purposes;

**WHEREAS**, pursuant to the Local Government Code of 1991 which transferred the responsibility for social services delivery and program implementation to the local government units (LGUs) herein referred to as Province, Municipality or City, and Barangay;

**WHEREAS**, the Local Government of Ormoc City and the Local Council Against Trafficking and Violence Against Women and their Children (LCAT-VAWC) has an existing partnership with Plan International, through the project "Collaborative Action Against Trafficking" (CAAT) that implements consciousness raising activities, capacity development for local government units and duty bearers to address trafficking in persons;

**WHEREAS**, it has been brought to the attention of Plan International through its CAAT Project being implemented in the city the need for support the rehabilitation/repair of the 20 year building that now houses the Social Development Center for Children and Youth (SDCCY) catering for the boys and young men who are categorized as CAR and CICL and



the absence of center to house boys and young men who are victims of Online Sexual Exploitation (OSEC) and Trafficking In Person (TIP) in the city.

**WHEREAS**, Plan together with the LGU of Ormoc aims to achieve lasting improvements in the quality of life of deprived children in developing countries, their families, and communities through programs that promote children's rights and through a process that unites people across culture;

**NOW, THEREFORE**, in consideration of the aforementioned premises, the parties hereby understand the following terms and conditions:

### **Article 1 DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply;

1. "This agreement" or "the present Agreement" shall mean this "Memorandum of Agreement".
2. The "**project**" shall mean The Rehabilitation/Repair and equipping of the Social Development Center for Children and Youth (SDCCY) located at Anunbing "Y" Street, Brgy. Cogon, Ormoc City.

### **Article 2 OBJECTIVE AND SCOPE OF AGREEMENT**

1. This agreement shall cover the Rehabilitation/Repair of SDCCY ("**The project**") in Ormoc City.
2. The Parties understand and commit to join efforts and to maintain a close working relationship to enhance access, quality and use of social service and resources by all children and women needing special protection in order to achieve "Lasting Improvements in the Lives of Children" through "People Empowerment and Promotion of Child Protection Programs,"

### **Article 3 DURATION OF THE MEMORANDUM OF AGREEMENT**

1. The agreement shall take effect on \_\_\_\_\_ and shall terminate on \_\_\_\_\_. The "Memorandum of Agreement" shall commence and be completed in accordance with the schedule as set out in the Terms of Reference.
2. Should it become evident to either Party during the implementation of the Agreement that an extension beyond the termination date is necessary to achieve the objectives of the Agreement, that Party shall immediately inform the other Party at least thirty (30) days prior to termination date. This Agreement may be extended beyond the termination date only by written agreement between the Parties.

### **Article 4 GENERAL RESPONSIBILITIES**

#### **Plan International, Inc.:**

1. Collaborate with the LGU-Ormoc City in the repair/reconstruction of "SDCCY" through the "Collaborative Action Against Trafficking Project (CAAT)".
2. Complement the available human, logistical, and financial resources of the LGU and the partner communities to establish and maintain community-managed responses



- and mechanisms to cases of child abuse, child trafficking, violence and exploitation. The nature, scope, and extent of the assistance are to be discussed, negotiated and mutually agreed upon between LGU and Plan.
3. Directly manage the rehabilitation work of the SDCCY through its implementation team led by its hired supervising engineer with support from the implementation team and project oversight composed of Plan and LGU- Ormoc City representatives as defined in Section 5 of this agreement.
  4. Shall provide the necessary technical support and supervision of the project from pre-bidding, bidding, awarding and completion of the outlined program of work duly prepared by Ormoc City Engineer's office and validated by Plan hired supervising engineer.
  5. Facilitate the documentation and reporting including but not limited to photos (pre-during and after rehabilitation), case study, and feedback from the beneficiaries in compliance with the Donor's requirements and agreement with Plan International's National Office in Plan Germany.
  6. Shall facilitate necessary monitoring visits, evaluation, feed backing meetings with LGU-Ormoc on a periodic basis.

#### **The Local Government Unit- Ormoc City:**

1. The LGU – Ormoc City with its offices and attached agencies shall serve as a key partner in the rehabilitation/repair of "SDCCY" and ensure that repair/reconstruction is responsive to DSWD Standards for Crisis Centers and Sec. 25 of Republic Act 7277 as mentioned in Batas Pambansa 344, otherwise known as "Accessibility Law".
2. Provide counterpart in a form of human, technical and financial support in the implementation of this project, and in ensuring that day to day operation of SDCCY, once repair work is completed and turned over by Plan, is continuous and is responsive to the needs of the clients. Any necessary expenditure outside of this agreement, approved technical designed and agreed basic equipping shall be borne by the LGU.
3. Identify/assign key staff to participate in the pre-implementation meetings, pre-bids orientation, bidding, monitoring meetings and project evaluation.
4. Secure facility to be used by the present number of SDCCY occupants for their temporary shelter while construction is going on.
5. Adhere to review if not formulate SDCCY Operational Guidelines as mandated by accreditation standards set by the DSWD and to include in its beneficiaries the boys and/or young men who are victim-survivors of OSEC and TIP cases.

#### **Article 5 PROJECT PERSONNEL**

1. The parties shall be fully responsible for all work and services performed by their respective personnel, agents, employees, contractors or sub- contractors. Each Party shall hold them free and harmless from any liability for damage or injury caused by the act or omission of its personnel, agents, employees, contractors and sub-contractors.
2. All personnel, agents, employees, contractors or sub-contractors hired by either party shall not be considered in any respects as employees or agents of either party. Each Party shall provide and maintain all salaries for its employees working on the Project. Each party shall ensure that all relevant national labor laws are observed. It is understood that neither Party shall be liable for any claims for death, bodily injury, disability, damage to property or other hazards which may be suffered by employees of the other Party or of any contractor hired by such Party as a result of their employment or work pertaining to this Agreement. The Parties shall take out and maintain all appropriate workers' compensation and liability insurance to cover their respective employees in any such cases and any other insurance as may be agreed upon between the Parties.
3. The Parties shall ensure that their respective employees and outside contractors, including technical experts and consultants, shall meet the highest standards of



- qualification and technical and professional competence necessary for the achievement of the objectives of the Agreement and that decisions on employment related to the execution of the Project shall be free of discrimination on the basis of race, religion, sex, handicapped status, ethnic groups or national origin, or other similar factors-
4. The "LGU- Ormoc City" shall attend to all legal requirements, including registration with proper government agencies, payment of licenses, and permits required for this SDCCY Rehabilitation project.
  5. To better facilitate implementation, a project Implementation Team is formed to facilitate monitoring of day to day project implementation and to ensure smooth implementation and address any issues. A project oversight is also formed for overall guidance. These groups shall be composed of duly designated representatives of Plan and the LGU- Ormoc:

Implementation Committee Members	Functions/Responsibility
<b>Plan:</b> <ol style="list-style-type: none"> <li>1. Monaliza Marquez, Project officer</li> <li>2. Zuriel Tiempo, Finance Officer</li> <li>3. Plan-hired Supervising Engineer</li> <li>4. Rhoda Ercilla, Child Protection Specialist</li> <li>5. Emeterio Ramos, Logistics and Procurement Supervisor</li> </ol> <b>LGU Ormoc</b> <ol style="list-style-type: none"> <li>1. Engr. Yvonne delos Santos, Engineer IV</li> <li>6. Gloria Malazarte, Social Worker</li> </ol>	<ul style="list-style-type: none"> <li>• Securing the requirements/completion of documents</li> <li>• Coordination meetings (LGU, SE firm)</li> <li>• Detailed Architectural and Engineering</li> <li>• Monitoring of the repair/rehabilitation work</li> <li>• Organizing of project management committee</li> <li>• Drafting WBS</li> <li>• Coordination with the supervising engineer regarding the technical design and rehabilitation/repair</li> <li>• Identify risks that will affect the construction of the facility and how to mitigate</li> <li>• Consultation with CPS of Plan / Staff with a child protection lens RE design / technicalities</li> <li>• Ensure that the facility is child-friendly and PWD friendly</li> <li>• Ensure that children are relocated before construction is started</li> <li>• Facilitate evaluation of the project implementation prior to project turn over</li> </ul>
<b>Project Oversight</b>	
<b>Plan</b> <ol style="list-style-type: none"> <li>1. Enrico Baloro, Project Manager</li> <li>2. Maricel Campomanes, Logistics and Procurement Manager</li> </ol> <b>LGU Ormoc</b> <ol style="list-style-type: none"> <li>3. Engr. Ranulfo Oliveros, City Engineer</li> <li>4. Lalaine Marcos, City Councilor and Committee Chair, Children and Family</li> <li>5. Office of the City Mayor</li> </ol>	<ul style="list-style-type: none"> <li>• Over-all guidance, in terms of process and compliance, to project implementation team</li> <li>• Facilitate periodic monitoring and reporting</li> <li>• Directly participate in the bidding process</li> <li>• (Pre bidding, bidding and awarding)</li> <li>• Facilitate final inspection and endorsement for turn over</li> </ul>

#### Article 6 PRE-TERMINATION

1. Either Party shall have the right to terminate this Agreement by giving <sup>1 month (one)</sup> ~~three (3) months~~ written notice to the Party in the event of inability, unwillingness of the terminating party to perform its obligation or for any other reason, provided, that prior consultations have been made.



2. Upon receipt of a Notice of Pre-Termination in accordance with the preceding paragraph, the Parties shall take immediate steps to terminate their activities under this agreement in a prompt and orderly manner so as to minimize losses and further expenditures.

## Article 8 OWNERSHIP OF PROJECT OUTPUTS

1. Either Party can publish articles about the "*Project*" provided both parties shall be duly acknowledged as the proponents of the Project.
2. Any publication arising from the activities undertaken by virtue of and pursuant to this Agreement shall clearly establish and identify the Parties as the sources of the output.
3. All reports arising from the activities undertaken by virtue of and pursuant to this Agreement shall be made in the name of the Parties. The names of the principal authors, researchers and/or Project leaders shall be identified, recognized and included in the report.

## Article 9 FINANCIAL AND OPERATING ARRANGEMENTS

1. Plan Philippines shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Terms of Reference, unless agreed upon by the Parties.

## Article 10 RESPONSIBILITY FOR CLAIMS

1. Each Party shall be responsible for, and deal with all claims brought against it by its personnel, employees, agents or contractors.
2. Except as otherwise provided in this Agreement, the Parties' mutual cooperation in this does not create any obligation – legal, financial, or otherwise on the part of the Parties to any person claiming entitlement to compensation or other remedies relating to personal injuries, economic or otherwise, including but not limited to the recipient beneficiaries of this Project.

## Article 11 MISCELLANEOUS PROVISIONS

The Parties herein agree that the present nothing in this Agreement does not create any obligation, legal, financial or otherwise on the part of PLAN/LGU Ormoc City to any person, including but not limited to any LGU-Ormoc City contractor, sub-contractor or beneficiary engaged by LGU-Ormoc City before, during and after the completion of the "*Project*", claiming against LGU-Ormoc City any entitlement to compensation or other remedies relating to personal injuries, economic harm or otherwise, arising from LGU-Ormoc City's conduct of the project including but not limited to any LGU-Ormoc City contractor, sub-contractor or beneficiary and/or any other Project used before, during and after the completion and by virtue of this "*Agreement*". In the event any claim is asserted against Plan-LGU-Ormoc City shall defend PLAN from all costs occasioned thereby, including any assessment of damages or imposition of legal obligations.

## Article 12 SPECIAL PROVISIONS-PLAN POLICIES

### 1. SAFEGUARDING CHILDREN AND YOUNG PEOPLE

The LGU-Ormoc City acknowledges that it has received a copy of and has read and understood Plan's Global Policy on Safeguarding Children and Young People and



supporting and briefing materials describing Plan's commitment to child protection including the Safeguarding Code of Conduct and Whistle Blowing Policy as attached in *Attachment B*.

The LGU-Ormoc City shall (and shall ensure that its employees, agents, sub-contractors and any other party engaged in the performance of Services) at all times and in all circumstances to abide the Safeguarding Children and Young People Policy for the period of this Agreement.

The LGU-Ormoc City represents and warrants that neither the LGU-Ormoc City nor any of its employees, agents, sub-contractors and any party involved or likely to be involved in the performance of the Services is/was or is suspected of involvement or has been suspected of such involvement in an incident of abuse of a child or children and Young People whether as described in the Safeguarding Children and Young People Policy or otherwise in such a way that compromised or compromises the safety of children and Young People.

If at any time during the performance of this Agreement, it comes to the attention of PLAN (or any of its officers, employees, agents, sub-contractors or any other party engaged in the performance of Services) that the LGU-Ormoc or any of its officers, employees, agents, sub-contractors or any other party engaged in the performance of Services is/was or is suspected of involvement or has been suspected of such involvement in an incident of abuse of a child or children whether as described in the Safeguarding Children and Young People Policy or otherwise in such a way that compromised or compromises the safety of children and young people, the LGU-Ormoc City shall:

- a. immediately cease from performing the Services and or remove any such officer, employee, agent, sub-contractor or other party engaged in the performance of Services from the provision of the Services or any aspect connected or related to the provision of the Services; and
- b. immediately report such incident or suspicion to Plan's Contact and in any event within 24 hours of such information coming to the attention of Plan; and
- c. Any breach of this clause and or the Safeguarding Children and Young People Policy shall constitute a material breach and shall entitle Plan (in its absolute discretion) immediately terminate this Agreement without notice and or take such other appropriate action as Plan shall in its absolute discretion determine including requesting the removal from the provision of the Services of any suspected officer, employee or other party of the LGU-Ormoc City (if applicable); reporting any incident of abuse to the police or instituting legal proceedings for a claim for damages against the LGU-Ormoc City.

## 2. GENDER EQUALITY

All parties agree to abide by the basic principles of gender equality and comply with the provisions of existing gender-related international and national conventions. Specifically, the parties shall ensure that no gender-based discriminations, bullying, and harassment such as sexual harassment takes place in the course and as part of this engagement (this includes, but is not limited to, physical, verbal, other forms analogous to the foregoing, the use of gender sensitive language in promotional materials, recordings and publications).

Importantly, parties behave in accordance, demonstrate compliance to, and support of prevailing policies and procedures related, be aware of the issues of harassment, bullying and discrimination and the forms it can take and of the damage it can do to individuals and to Plan International, Inc. Parties also agree to report potential breaches, speak out and fully comply and confidentially with any investigation and importantly contribute to building an environment advocating and promoting gender equality and free from harassment, bullying and discrimination. An orientation on Plan's gender equality principle shall be provided by Plan Philippines to the LGU-Ormoc City as requested and/or as deemed necessary.

## 3. ANTI FRAUD AND ANTI BRIBERY AND ANTI CORRUPTION CLAUSE



The **LGU-Ormoc City** hereby acknowledges receipt of a copy of Plan's Anti-Fraud and Anti-Corruption Policy, and by execution of this Agreement warrants and certifies that it fully understands Plan's policy, that it will comply with such policy in all respects and that it will do nothing in the performance of its responsibilities under this Agreement which will be in conflict therewith. In this regard, the **LGU-Ormoc City** further represents and warrants that:

Neither the **LGU-Ormoc City** nor any of its officers, agents, employees, or other persons associated with or acting on its behalf has, and covenants and agrees that it will not, in connection with the acts contemplated by this Agreement or in connection with any other project involving Plan, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, directly or indirectly: (1) to any government official or to an intermediary for payment to any government official; or (2) to any political party. It is the intent of the parties that no payments or transfers of value shall be made, promised, authorized, ratified or offered with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing an improper advantage or obtaining or retaining business; and **The LGU-Ormoc City** has not, directly or indirectly, taken any action which would cause any of its officers, agents or employees to be in violation of the Anti-Graft and Corrupt Practices Act<sup>1</sup> or similar regulations."

This clause shall remain in full force and effect notwithstanding any termination, amendment or expiration of this Agreement

#### 4. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION

During the term of this agreement and even after its termination, the PLAN International and LGU-Ormoc City agree to observe confidentiality of records and right to privacy; provided that any disclosure by the PLAN International and LGU-Ormoc City in the course of the agreement shall not be deemed a violation of this provision.

#### 6. ANTI-TERRORISM

Plan Philippines will not provide support of any kind to a person or entity that it knows or has reason to believe advocates terrorism or engages in terrorist activity. Thus both parties shall comply with all pertinent local laws and regulations that address terrorism and terrorist activity.

For the purpose of this policy, "terrorist activity" means a violent act that is intended to:

- intimidate or coerce a civilian population;
- influence the policy of a government by intimidation or coercion; or
- affect the conduct of government by mass destruction, assassination, kidnapping or hostage taking.
- Examples of violent acts intended to coerce civilian populations that may constitute "terrorist activity" include: high-jacking or sabotaging a public transportation vehicle; seizing and threatening to harm another person unless some ransom is made; assassinations; and use of biological, chemical, nuclear or other weapons of mass destruction.

<sup>1</sup> REPUBLIC ACT No. 3019 August 17, 1960, as amended.



**ARTICLE XIII  
AMMENDMENTS AND REVISIONS**

1. This Memorandum of Agreement or any part thereof maybe changed, modified, revised, amended, or supplemented by mutual consent of the parties for the purpose of effective implementation and management of the project;
2. All other concerned stakeholders shall be duly notified or informed of such changes, revisions and amendments.

**IN WITNESS WHEREOF**, the undersigned have on behalf of the Parties hereto affixed their respective signature and seal at the \_\_\_\_\_, Ormoc City, Philippines on the \_\_\_\_\_ 2020.

By:

\_\_\_\_\_  
**Dennis Guy O'Brien**  
Country Director  
Plan International

By:

\_\_\_\_\_  
**Richard I. Gomez, DPA**  
Mayor  
Ormoc City

Signed in the presence of

\_\_\_\_\_  
**ENRICO G. BALORO**  
Project Management  
Collaborative Action Against  
Trafficking (CAAT)

\_\_\_\_\_  
**LALAINA MARCOS**  
City Councilor  
Committee on Children and Family



# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_

BEFORE ME, a Notary public for and in \_\_\_\_\_, on this  
day of \_\_\_\_\_, personally appeared the following persons:

Name	CTC/valid ID no	Issued on/ At
_____	_____	_____
_____	_____	_____

Both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed and the true and voluntary act of the entities they respectively represent.

This Memorandum of Agreement consists of \_\_\_\_ (\_\_) pages including the one on which this acknowledgement is written, all of which have been signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and my official seal on the date and place first above written

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20\_\_\_\_.



# OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

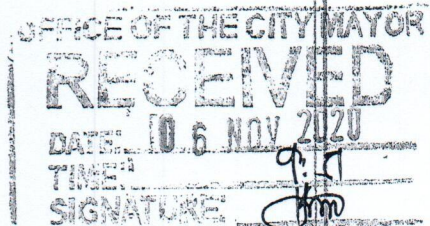
05 November 2020

**MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA**

City Govt. Asst. Dept Head I

City Mayor's Office

LGU – Ormoc City



Dear Ms. Dela Cerna:

This Office has reviewed the standard draft Memorandum of Agreement (MOA) and finds nothing legally objectionable therein. The same is not contrary to law, morals, good customs, public policy and public order much less detrimental to the best interest of the City. However, it is recommended that the following be considered in the terms and conditions stipulated in the said agreement:

1. Under GENERAL RESPONSIBILITIES of the LGU-ORMOC, it asserts the provision of a counterpart from the city in the form of human, technical and financial support, it is the undersigned's recommendation that the financial aspect be counterchecked and if possible identify the amount or percentage required as a counterpart;
2. Under Article 6: PRETERMINATION, it is recommended that the written notice be shorten to thirty (30) days or one (1) month instead of three (3) months;
3. Under Article 9: FINANCIAL AND OPERATING ARRANGEMENTS. Office/s involved in the implementation of the project should coordinate, discuss and examine the Terms of Reference in order to avoid any financial problem that may arise during the implementation of the project;
4. In Article 11: MISCELLANEOUS PROVISIONS. Please make clarifications of the phrase, "The Parties herein agree that the *present nothing in this Agreement* does not create any obligation, legal, financial or otherwise x x x" if the said phrase has some typographic error or if words were deleted in said phrase.
5. There seems to be conflicting ideas under the CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION, when its first sentence asks for the observance of the confidentiality of records yet it does not deem "ANY disclosure" as a violation to the said provision. Can the PLAN International give clarification on the matter? Or can we have the provision deleted since we are already subject to the Data Privacy Law.

It is then recommended that the above mentioned considerations be looked into before the said MOA is endorsed to the SP for the issuance of a Resolution which will grant 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.

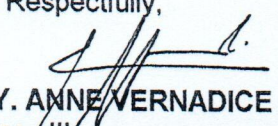
New Ormoc City Hall, Aunubing St., Cogon, Ormoc City  
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com



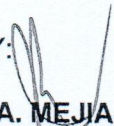
## OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

Most Respectfully,

  
ATTY. ANNE VERNADICE A. AREÑA  
Attorney III

WITH CONFORMITY:

  
ATTY. JOSEPHINE A. MEJIA-ROMERO  
City Legal Officer

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