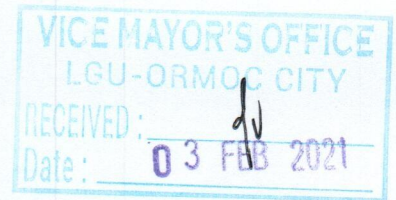
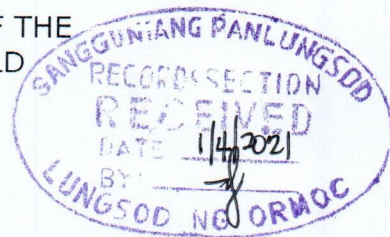


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 FEBRUARY 02, 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,  
Peter M. Rodriguez,  
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  
SP Member  
SP Member  
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. 2021-036**

**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) BY AND AMONG THE LOCAL  
GOVERNMENT UNIT OF ORMOC, NATIONAL  
RESILIENCE COUNCIL, CARLOS P. ROMULO  
FOUNDATION FOR PEACE AND DEVELOPMENT, INC.,  
AND ENERGY DEVELOPMENT CORPORATION FOR  
CONSIDERATION OF THE AMENDMENT MADE TO  
PROVISION IV, FOURTH PARAGRAPH RELATIVE TO  
SANGGUNIANG PANLUNGSOD (SP) RESOLUTION NO.  
2020-419.**

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) entered into by and among the Local Government Unit of Ormoc, National Resilience Council, Carlos P. Romulo Foundation for Peace and Development, Inc., and Energy Development Corporation for consideration of the amendment made to provision IV, fourth paragraph relative to Sangguniang Panlungsod (SP) Resolution No. 2020-419, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated January 7, 2020, the City Legal Office recommends that the amendment made to provision IV, fourth paragraph be considered as the provision includes waiver on one cause of action, should the two causes stipulated therein occur at once. This waiver was not considered in the grant of the authority to enter into subject MOA in Resolution No. 2020-419. Said provision, however, is not contrary to law and may be subject of agreement among the concerned parties, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;



WHEREAS, NRC is a public-private partnership, pursuing climate and disaster resilience in the Philippines through a collective endeavor that will strengthen the dynamic collaboration between the public and private sectors in advancing science-based solutions to the multiple challenges of disaster resilience as it engages leaders in government, the private sector, scientific organizations and academic community in aligning disaster risk reduction and climate change adaptation initiatives that will ensure resilient development across different sectors and scales;

WHEREAS, EDC, a corporation primarily engaged in the business of exploration, development, exploitation, utilization, and generation of geothermal and other renewable energy resources in the Philippines, recognizes the need to ensure that its various stakeholders and partners will be able to prevent and prepare for, and quickly recover from, the detrimental effects of disastrous events or unforeseen circumstances, through the Leadership for Resilient Local Government Unit Program of the NRC;

WHEREAS, the Local Government of Ormoc will strengthen the implementation of the Resilient Local Government Unit Program in close collaboration with NRC and EDC, through the NRC's "Adopt-A-City Program";

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 Benjamin S. Pongos, Jr. Chairman, Committee on Laws & Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Public Safety and Disaster Management, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Jasper M. Lucero, Lalaine A. Marcos, Roiland H. Villasencio and Joan Marbie C. Simbajon; 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) BY AND AMONG THE LOCAL GOVERNMENT UNIT OF ORMOC, NATIONAL RESILIENCE COUNCIL, CARLOS P. ROMULO FOUNDATION FOR PEACE AND DEVELOPMENT, INC., AND ENERGY DEVELOPMENT CORPORATION FOR CONSIDERATION OF THE AMENDMENT MADE TO PROVISION IV, FOURTH PARAGRAPH RELATIVE TO SANGGUNIANG PANLUNGSOD (SP) RESOLUTION NO. 2020-419;

ADOPTED, February 02, 2021.

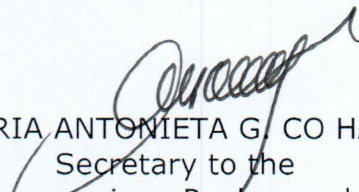
RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

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; National Resilience Council; Carlos P. Romulo Foundation for Peace and Development Inc.; Energy Development Corporation; 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 above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



# OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

January 7, 2021

**MAYOR RICHARD I. GOMEZ**

Ormoc City

**THRU: MA. VICTORIA LYRA P. DELA CERNA**  
City Govt. Asst. Dept Head I

**Re: Adopt a City Program MOA Amendments**

**Dear Mayor Gomez:**


Relative to the referral on amendments made on subject MOA with the National Resilience Council, Carlos P. Romulo Foundation, Energy Development Corporation, and LGU Ormoc, this Office recommends that the amendment made to provision VI, fourth paragraph be submitted for consideration to the Sangguniang Panlungsod considering that the provision includes waiver on one cause of action, should the two causes stipulated therein occur at once. This waiver was not considered in the grant of the authority to enter into subject MOA in Resolution No. 2020-419. Said provision, however, is not contrary to law and may be subject of agreement among the concerned parties.

As regards other amendments made on the agreement, they too are not contrary to law, and are in fact already so provided under pertinent laws, hence considered part of the contract. Should all proposed amendments made by NRC be retained, it is suggested that the MOA be endorsed to the Sangguniang Panlungsod for authority of the City/Acting Mayor to sign the same owing to the stipulation in IV of the same agreement.

This advice is rendered without prejudice to contrary opinion from competent authorities or ruling of the proper body/court.

For your consideration.

Respectfully,

  
**MARIA ADELFA S. CABRERA**  
Attorney III

With Conformity:

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



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_ 2020 ("**Effective Date**") by and among:

**NATIONAL RESILIENCE COUNCIL**, a public-private partnership, with office address at 10<sup>th</sup> floor, Mall of Asia Arena Annex (MAAX) Building, Coral Way cor. J.W. Diokno Boulevard, MOA Complex, Pasay City, represented herein by its authorized representative, **MA. ANTONIA YULO LOYZAGA**, and 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 the 21st Floor, Philamlife Tower, 8767 Paseo de Roxas, Makati City, represented by its Chairman and President, **ROBERTO R. ROMULO**, and hereinafter referred to as the "**Foundation**";

**ENERGY DEVELOPMENT CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at One Corporate Centre, Julia Vargas Avenue corner Meralco Avenue, Ortigas Center, Pasig City, Philippines, represented by its President and Chief Operating Officer, **MR. RICHARD B. TANTOCO**, and herein referred to as "**EDC**";

and

**CITY OF ORMOC**, a local government unit, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 2/F, City Hall Building, Aunubing Street, Brgy. Cogon, Ormoc City, Philippines, represented by its Local Chief Executive, **MAYOR RICHARD I. GOMEZ**, and herein referred to as "**ORMOC**".

(Each a "**Party**" or "**Partner**" and collectively the "**Parties**" or "**Partners**")

- WITNESSETH THAT -

**WHEREAS**, **NRC** is a public-private partnership, pursuing climate and disaster resilience in the Philippines through a collective endeavor that will strengthen the dynamic collaboration between the public and private sectors in advancing science-based solutions to the multiple challenges of disaster resilience as it engages leaders in government, the private sector, scientific organizations and academic community in aligning disaster risk reduction and climate change adaptation initiatives that will ensure resilient development across different sectors and scales;

**WHEREAS**, **NRC** will pursue the attainment of the priorities of the Sendai Framework for disaster risk reduction, by supporting local communities to prepare, adapt and transform from the effects of hazards, involving a wide range of stakeholders for science-based decision making;

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

**WHEREAS**, **EDC**, a corporation primarily engaged in the business of exploration, development, exploitation, utilization, and generation of geothermal and other renewable energy resources in the Philippines, recognizes the need to ensure that its various stakeholders and partners will be able to prevent and prepare for, and quickly recover from, the detrimental effects of disastrous events or unforeseen circumstances, through the Leadership for Resilient Local Government Unit Program ("**Resilient Local Government Unit Program**") of the **NRC**;

**WHEREAS**, **ORMOC** will strengthen the implementation of the Resilient Local Government Unit Program in close collaboration with **NRC** and **EDC**, through the **NRC's** "Adopt-A-City" Program ("**Adopt-A-City**" Program);



**WHEREAS**, the "Adopt-A-City" Program is a city-specific partnership model that responds to the Philippines' commitments under the Sendai Framework for Disaster Risk Reduction, the advancement of the Sustainable Development Goals, the agreements on Climate and the New Urban Agenda, such that NRC matches a private entity's resources with a local government unit's strategic needs;

**NOW THEREFORE**, in consideration of the foregoing premises, the Parties hereby agree and covenant to work as Partners in carrying out the "Adopt-A-City" Program as follows:

## **I. SCOPE OF THE AGREEMENT**

The Parties agree to strengthen the implementation of the Resilient Local Government Unit Program through the "Adopt-A-City" Program, which aims:

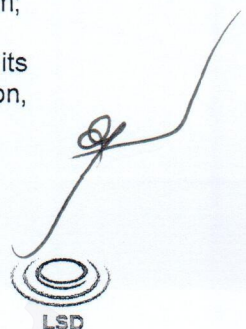
- a. To strengthen leadership and governance capacities of **ORMOC** to achieve human, economic, infrastructure, and environment resilience through private sector participation;
- b. To mainstream Disaster Risk Reduction (DRR), Climate Change Adaptation (CCA) and resilience goals into investments, core business value cycles, and strategic corporate social responsibility of the private sector partner;
- c. To facilitate the active and strategic engagement of private sector partners with local government units ("LGUs") based on the LGUs needs;
- d. To advance the attainment of the international commitments and agreements such as the Sendai Framework for Disaster Risk Reduction, Sustainable Development Goals, and Paris Climate Agreement, as well as, various national plans and programs such as, but not limited to, the Philippine Development Plan, National Disaster Risk Reduction and Management Plan; and
- e. To complement **NRC's** "Adopt-A-City" Program and other programs.

## **II. RESPONSIBILITIES OF THE PARTIES**

The responsibilities of the Parties under this Agreement shall be as follows:

### **1. NRC shall:**

- a. For the purpose of this Agreement, match the capacity and/or resources, such as scientific knowledge, technology, funding, services, equipment, logistics, of **EDC**, as a private sector partner, with the strategic needs of **ORMOC**, as the LGU;
- b. In partnership with **EDC** and **ORMOC**, host and/or facilitate meetings among the Partners;
- c. Provide technical support as needed in the planning, implementation and evaluation of the "Adopt-A-City" Program;
- d. Serve as liaison between **EDC** and **ORMOC** during the implementation of the "Adopt-A-City" Program;
- e. Implement the "Adopt-A-City" Program together with **EDC** and **ORMOC** through its Local Resilience Council and Academic Partner;
- f. Support and provide avenues for the convergence of resilience initiatives from **EDC** and **ORMOC**;
- g. Actively collaborate with **EDC** and **ORMOC** in the formulation, implementation and monitoring of activities in the implementation of the "Adopt-A-City" Program;
- h. Incorporate the name and official logos of **EDC** and **ORMOC** in all its publications (e.g., publicity materials, brochures, magazines, online publication, etc.) related to the "Adopt-A-City" Program;



LSD



- i. Assist **ORMOC** in complying with the relevant agreements and reporting requirements of **EDC**; and
- j. Designate focal person/s to coordinate and oversee the implementation of this Agreement in relation to the "Adopt-A-City" Program.

**2. EDC shall:**

- a. Implement and continue implementing programs and provide technical assistance to **ORMOC** related to enhancing environmental sustainability and sustainable local economy, valued at **PHILIPPINE PESOS: SEVEN MILLION SEVEN HUNDRED THOUSAND (PhP7,700,000.00)** for the implementation of the "Adopt-A-City" Program;
- b. Support the "Adopt-A-City" Program of **NRC** by providing technical support and implementing programs to strengthen NRC's Resilient Local Government Unit Program to ensure that the "Adopt-A-City" Program is aligned with the resilience scorecard to be agreed upon by all Partners;
- c. Actively collaborate with the **NRC** and **ORMOC** in the planning and implementation of programs and activities related to, but not limited to, strengthening environmental sustainability and enhancing sustainable local economy programs in support of the Resilient Local Government Unit Program;
- d. Incorporate the name and official logos of **NRC** and **ORMOC** in all its publications (e.g., publicity materials, brochures, magazines, online publication, etc.) related to the "Adopt-A-City" Program; and
- e. Designate a focal person to coordinate with **NRC** and **ORMOC** for the implementation of this Agreement and the "Adopt-A-City" Program.

**3. ORMOC shall:**

- a. Provide financial and/or logistical assistance in the implementation of the "Adopt-A-City" Program;
- b. Actively collaborate and coordinate with the **NRC** and **EDC** in the planning and implementation of programs and activities related to, but not limited to, strengthening environmental sustainability and enhancing sustainable local economy programs in support of the Resilient Local Government Unit Program;
- c. Jointly with the Partners, explore, formulate and implement an incentive program for investing in disaster risk reduction and resilience;
- d. Develop and provide **NRC** and **EDC** with an integrated, risk sensitive urban plan for Ormoc City;
- e. Provide logistical and operational support to **EDC** and **NRC** in the implementation, planning, and evaluation of the "Adopt-A-City" Program;
- f. Comply with the reporting requirements for the "Adopt-A-City" Program of **EDC** in close collaboration with **NRC**; and
- f. Designate a focal person to coordinate with **NRC** and **EDC** for the implementation of this Agreement and the "Adopt-A-City" Program.

4. The **Foundation** shall monitor financial transactions, if any, relating to the "Adopt-A-City" Program and assist **NRC** in preparing the annual financial reports on the "Adopt-A-City" Program's fund utilization.

**III. INTELLECTUAL PROPERTY RIGHTS**

1. Any material, report, or publication arising from the activities undertaken by virtue of and pursuant to this Agreement shall clearly establish and identify the name of the Party concerned as the source of information.



2. No Party shall use the name, logo, trademark and other intellectual property, trade secret or proprietary right of the other Party/ies, unless pursuant to this Agreement and only upon the written consent and approval of the concerned Party/ies.
3. No public announcement concerning or related to this Agreement shall be made without the prior written consent of the concerned Party/ies. If such consent is obtained, any and all news release or conduct of other public relations activities, including, but not limited to, the text of the proposed release or plans for the public relations activities, shall be submitted to the concerned Party/ies for review and approval prior to the release date.

#### IV. INDEMNITY

Each Party shall bear any liability arising out of its own negligence, wrongful act, or omission, and its own breach of this Agreement.

A Party shall be responsible for any wrongful or negligent act or omission directly caused by such Party to the other Parties during the performance of its obligations under this Agreement. In the event of a Party's negligence, wrongful act, omission, or breach of this Agreement, the Party committing such negligence, wrongful act, omission, or breach shall indemnify the other Party/ies for any expense, loss, damage, and cost arising out of or as a consequence of the said negligence, wrongful act, omission, or breach of this Agreement, except in cases of fraud, deliberate default, illegal acts, gross negligence or willful misconduct of the Party/ies to be indemnified.

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages only. In no event shall the Parties be liable to each other for any other damages, including loss of profits or incidental, consequential, special, or punitive damages, except in cases of fraud, deliberate default, illegal acts, gross negligence or willful misconduct.

If this Agreement is terminated before the end of the Term due to: (i) NRC's failure to perform its obligations under this Agreement, and (ii) breach of its representations and warranties as set out in Section V (a) and (b), the Parties agree that a claim may be made against NRC arising from (i) and (ii) of this paragraph occurring together only once despite two causes of action.

#### V. REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants that:

- a. It has full power and authority to enter into this Agreement;
- b. It has obtained all corporate approvals and/or authorizations for the execution of this Agreement;
- c. This Agreement shall, upon its execution, be valid, binding and enforceable against it in accordance with the terms hereof;
- d. It has obtained the necessary permit/s, license/s, or authorization/s from the proper government agencies or offices to perform its specific obligations under this Agreement and shall maintain said permit/s, license/s, or authorization/s for the entire duration of this Agreement;
- e. It shall be exclusively liable for any and all taxes, license fees, permit fees, charges and assessments which are imposed or may hereafter be imposed by the proper governmental tax authorities in relation to the performance of its specific obligations under this Agreement; and
- f. It shall faithfully comply with all the obligations, acts and undertakings required of it hereunder.



## VI. CONFIDENTIALITY

"**Confidential Information**" shall mean the proprietary, confidential, or trade secret information or know-how belonging to a Party or which a Party is under an obligation to maintain as confidential, whether or not it is in written or permanent form. Confidential Information shall include, without limitation, technical and business information relating to the Party's projects, services and products, research and development, finances, customers, marketing, production, and future business plans.

Each Party acknowledges that by reason of this Agreement, it may have access to Confidential Information of the other Party/ies, the value of which would be impaired if such information were disclosed to third parties. Each Party hereby agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information of the other Party/ies during the Term as well as after the termination or expiration of this Agreement.

Failure by a Party to comply with the confidentiality obligations under this clause shall be deemed a material breach of this Agreement. This clause shall survive the termination or expiration of this Agreement.

## VII. TERM AND TERMINATION

1. The term of this Agreement shall be for a period of three (3) years commencing from the Effective Date, unless otherwise terminated or extended in accordance with the provisions of this Agreement ("**Term**"). This Agreement may be renewed under such terms and conditions as may be mutually agreed upon by the Parties in writing.
2. A Party may terminate this Agreement at any time during the Term, upon giving prior written notice thereof to the other Parties, in case another Party/ies commits a material breach of any of the terms or conditions set out in this Agreement, and such breaching Party fails to remedy or at least take reasonable steps to remedy the breach or default complained of within the curing/remedial period specified in the written notice/demand for rectification.
3. Except as otherwise provided herein, the Parties' respective obligations shall automatically terminate upon the pre-termination or expiration of this Agreement; provided, however, that any and all outstanding obligations between and among the Parties shall be completely settled within fifteen (15) calendar days following the date of effectivity of the pre-termination or expiration date of this Agreement.

## VIII. DATA PROTECTION

- a. The Parties acknowledge that in entering into this Agreement, personal and/or sensitive information (as defined under the Data Privacy Act) of the individual members of a Parties' group (including but not limited to its and/or its affiliates/subsidiaries' shareholders, officers, directors, employees, agents, consultants, and representatives) (each, a "**Data Subject**"), may be disclosed by one Party to the other. Each Party represents and warrants to the other that the collection, processing, disclosure, storage and use of the personal and/or sensitive information of their respective Data Subjects for purposes consistent with this Agreement are in accordance with the requirements of the Data Privacy Act.
- b. Each Party authorizes the other Party, its officers, and other authorized personnel, to use, access, and retain such personal and/or sensitive information to the extent required by applicable law for purposes of fulfilling their respective obligations under this Agreement. Any personal and/or sensitive information collected shall be retained for five (5) years from the expiry of the Term or from the termination of this Agreement, whichever is earlier.

For purposes of this Section VIII, the term "Data Privacy Act" means, collectively, Republic Act No. 10173 and its implementing rules and regulations, and issuances of the National Privacy Commission, as these may be amended or re-enacted with or without modification.



## IX. FORCE MAJEURE

A Party shall not be liable for any delay in performing or for failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control ("**Event of Force Majeure**"), provided the same (i) arises without the fault or negligence of such Party and (ii) prevents the affected Party from performing its obligations under this Agreement.

If any Event of Force Majeure occurs, and subject to the affected Party promptly notifying the non-affected Party in writing of the same within three (3) calendar days from the time the affected Party becomes aware of the occurrence of the Event of Force Majeure, the date(s) for performance of the obligation affected shall be postponed for so long as such performance is prevented by the Event of Force Majeure. A Party affected by an Event of Force Majeure shall notify the non-affected Party in writing once such event ceases to affect the performance of its obligations.

Each Party shall reasonably endeavor to minimize the effects of any Event of Force Majeure.

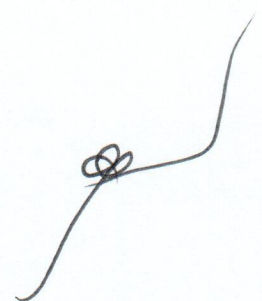
## X. MISCELLANEOUS PROVISIONS

1. The Parties shall carry out their responsibilities under this Agreement with due diligence and efficiency, subject to the express terms of this Agreement. It is understood that all Parties shall have exclusive control over the administration and implementation of their respective obligations under this Agreement.
2. The Parties agree to execute and enter into such other further agreements or execute such other documents or instruments to carry out the purpose and objectives of this Agreement.
3. This Agreement does not serve as an undertaking or responsibility of the Parties in respect of life, health, accident, travel or any other insurance coverage for any person performing activities under or pursuant to this Agreement.
4. The rights and obligations of the Parties shall be limited to the terms and conditions of this Agreement and applicable law.
5. In the performance of their obligations and functions under this Agreement, the Parties hereby acknowledge that there shall be no partnership within the contemplation of the Revised Corporation Code or principal-agent relationship created between and among them. The personnel or employees of one Party shall not be considered employees of the other Parties.
6. The Parties shall respectively bear the claims of their employees or any third party arising from their respective acts or omissions in the course of the performance of their respective obligations under this Agreement.
7. No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable, unless previously approved in writing or duly signed in the form of a written amendment by the Parties hereto through their duly authorized representatives.
8. None of the Parties may assign its rights or obligations hereunder without the prior written consent of the other Parties, except that a Party may validly assign or otherwise dispose of its rights under this Agreement, in whole or in part, to any of its affiliates, subsidiaries, and/or related companies, subject to prior written notification to the other Parties. In the event of such assignment or transfer, the other Parties shall continue to perform its duties hereunder according to the terms hereof for such assignee or transferee.
9. Any amendment, modification, addition, deletion from this Agreement, or any scope of work or other matters concerning the Program covered by this Agreement shall be jointly undertaken in writing by all the Parties.



10. Any notice or communication required to be given hereunder shall be deemed to have been given when sent by personal delivery, registered mail or reputable courier service to the concerned Party through the representative and at the address herein indicated, or such other representative or address as a Party may subsequently designate and notified to the other Party; provided, that in cases of emergency or similar situations, sending via electronic mail shall be acceptable upon confirmation of the receiving Party.
11. Any controversy or claim arising out of, or resulting from this Agreement or any breach thereof, shall first be settled amicably by the Parties before any court action is resorted to. The Parties hereby agree that any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted, at the option of the concerned Party, in the proper courts of Pasay City, Makati City, Pasig City, or Ormoc City to the exclusion of all other venues.
12. Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of any of the Parties, unless expressed clearly and in writing and signed by said Party.
13. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
14. The provisions of this Agreement which are specifically stated to survive or whose operation or nature necessarily requires survival after the expiration or termination of this Agreement shall so survive such expiration or termination.
15. Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
16. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which, taken together, shall be considered one and the same agreement.

*[Signature page follows]*





IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date indicated.

**NATIONAL RESILIENCE COUNCIL**

By:

**ANTONIA YULO LOYZAGA**  
President

Date: \_\_\_\_\_

**CARLOS P. ROMULO FOUNDATION FOR  
PEACE AND DEVELOPMENT, INC.**

By:

**AMB. ROBERTO R. ROMULO**  
Chairman

Date: \_\_\_\_\_

**ENERGY DEVELOPMENT CORPORATION**

By:

**RICHARD B. TANTOCO**  
President & Chief Operating Officer

Date: \_\_\_\_\_

**CITY GOVERNMENT OF ORMOC**

By:

**HON. RICHARD I. GOMEZ, DPA**  
Mayor

Date: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

**NATIONAL RESILIENCE COUNCIL  
and CARLOS P. ROMULO FOUNDATION  
FOR PEACE AND DEVELOPMENT, INC.**

By:

**MARILOU G. ERNI**  
Executive Director  
National Resilience Council

**CITY GOVERNMENT OF ORMOC**

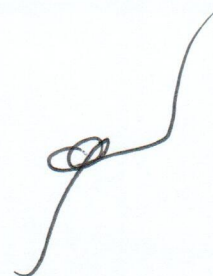
By:

\_\_\_\_\_

**ENERGY DEVELOPMENT CORPORATION**

By:

**AGNES DE JESUS**  
Chief Sustainability Officer  
First Philippine Holdings Corporation





REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

ACKNOWLEDGMENT

BEFORE ME a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020 in the City of \_\_\_\_\_, personally appeared the following person exhibiting to me his competent proof of identity indicated below:

NAME	GOVT. ISSUED ID	ISSUANCE DETAILS
Richard B. Tantoco		ID #

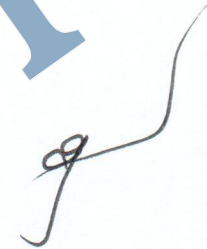
known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed and that of the institution he represents.

This instrument refers to a Memorandum of Agreement consisting of \_\_\_\_ ( ) pages, including this page whereon this Acknowledgment is written, which has been signed by the parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.

NOTARY PUBLIC

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





REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

ACKNOWLEDGMENT

BEFORE ME a Notary Public, this \_\_\_\_ day of \_\_\_\_\_ 2020 in the City of \_\_\_\_\_, personally appeared the following person exhibiting to me his competent proof of identity indicated below:

NAME	GOVT. ISSUED ID	ISSUANCE DETAILS
Mayor Richard I. Gomez		ID #

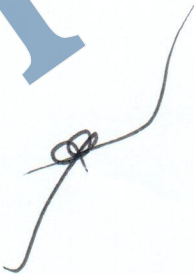
known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed and that of the institution he represents.

This instrument refers to a Memorandum of Agreement consisting of \_\_\_\_ ( ) pages, including this page whereon this Acknowledgment is written, which has been signed by the parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.

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REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

ACKNOWLEDGMENT

BEFORE ME a Notary Public, this \_\_\_\_ day of \_\_\_\_\_ 2020 in the City of \_\_\_\_\_, personally appeared the following person exhibiting to me his competent proof of identity indicated below:

NAME	GOVT. ISSUED ID	ISSUANCE DETAILS
Amb. Roberto R. Romulo		ID #

known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed and that of the institution he represents.

This instrument refers to a Memorandum of Agreement consisting of \_\_\_\_ ( ) pages, including this page whereon this Acknowledgment is written, which has been signed by the parties and their instrumental witnesses on every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.

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Book No. \_\_\_\_\_  
Series of 2020.



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