

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 APRIL 27, 2021

PRESENT:

| | |
|------------------------------|---|
| Leo Carmelo L. Locsin, Jr. | City Vice Mayor & Presiding Officer |
| Roiland H. Villasencio, | SP Member |
| Tomas R. Serafica, | SP Member |
| Nolito M. Quilang, | SP Member |
| Eusebio Gerardo S. Penserga, | Majority Floor Leader, SP Member |
| Jasper M. Lucero, | SP Member |
| Peter M. Rodriguez, | SP Member |
| Vincent L. Rama, | SP Member |
| Gregorio G. Yrastorza III, | SP Member |
| Lalaine A. Marcos, | SP Member |
| Esteban V. Laurente, | Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc |
| Joan Marbie C. Simbajon, | Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc |

ON LEAVE:

| | |
|--------------------------|-----------|
| Benjamin S. Pongos, Jr., | SP Member |
|--------------------------|-----------|

RESOLUTION NO. 2021-112

A RESOLUTION AUTHORIZING THE CITY MAYOR OF ORMOC OR HIS REPRESENTATIVE TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE UNIVERSITY OF THE PHILIPPINES VISAYAS TACLOBAN COLLEGE, LAKE DANA O NATURAL PARK-PROTECTED AREA MANAGEMENT BOARD (LDNP-PAMB), LEYTE NORMAL UNIVERSITY, AND ENVIRONMENTAL MANAGEMENT BUREAU-REGIONAL OFFICE VIII FOR THE IMPLEMENTATION OF THE LAKE ASSESSMENTS FOR KEY ECOSYSTEM SERVICES IN LAKE DANA O, ORMOC CITY.

WHEREAS, this Memorandum of Agreement (MOA) aims to develop and undertake a collaborative research, training and public service or extension activities that are aimed at achieving the goals and objectives of the LAKES Danao Program efficiently and effectively in accordance with the Lake Danao General Management Plan, to enhance the research capabilities of the faculty, researchers, technical personnel, and students from each party through participation in the assessment, monitoring and training activities of the LAKES Danao Program and to put in place appropriate, science based, participatory, and timely policies, strategies or approaches for the management, conservation and sustainable development of the natural resources in Lake Danao Natural Park (LDNP);

WHEREAS, the 15th Sangguniang Panglungsod received an endorsement dated March 26, 2021 from the City Mayor's Office of a request for an issuance of a Resolution granting authority to the City Mayor or his representative to enter into and sign a Memorandum of Agreement (MOA) with the University of the Philippines Visayas Tacloban College, Lake Danao Natural Park – Protected Area Management Board (LDNP-PAMB), Leyte Normal University and Environmental Management Bureau-Regional Office VIII, for the Implementation of the Lake Assessments for Key Ecosystem Services in Lake Danao, Ormoc City;

WHEREAS, by virtue of Article II, Section 23 of the Philippine Constitution and Section 34 of Republic Act 7160, otherwise known as the Local Government Code of 1991, the partnership of government organization (GO) and non-governmental organization (NGO) and/or people's organization (PO) was institutionalized;

WHEREAS, Section 455 of Republic Act 7160, otherwise known as the Local Government Code of 1991, provides that local chief executives shall represent the City in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panglungsod or pursuant to law or ordinance;

WHEREAS, the Lake Danao Natural Park was proclaimed as a protected area by virtue of Proclamation No. 1155 on February 3, 1998, pursuant to the National Integrated Protected Area System (NIPAS) Act of 1992 or RA 7586 (as amended by RA 11038) or the Expanded NIPAS Act of 2018;

WHEREAS, the Lake Assessments for Key Ecosystem Services in Lake Danao, Ormoc City, hereinafter referred to as LAKES Danao Program, aims to generate timely and science based information on the state of fish and aquatic biodiversity and water quality of Lake Danao Natural Park and develop a decision support system for lake ecosystem conservation and management;

WHEREAS, the University of the Philippines Visayas Tacloban College (UPVTC), Lake Danao Natural Park-Protected Area Management Board (LDNP-PAMB), Leyte Normal University (LNU), Environmental Management Bureau Regional Office VIII (EMB RVIII), and LGU-Ormoc City manifested to forge a partnership through a Memorandum of Agreement (MOA) in order to conserve, protect and develop the LDNP assets in the territorial jurisdiction of Ormoc City, through the implementation of the Lake Danao Program;

WHEREAS, pursuant to Section 3(i) of the Local Government Code of the Philippines, provides that Local Government Units shall share with the National Government the responsibility in the management and the maintenance of the ecological balance within the territorial jurisdiction;

WHEREAS, the Office of the City Legal Officer, who has reviewed the standard draft MOA, referred to as "Memorandum of Agreement for the Implementation of the Lake Assessments for Key Ecosystem Services in Lake Danao, Ormoc City", found nothing legally objectionable, adding it is not contrary to law, morals, public order or public policy, much less detrimental to the best interest of LGU-Ormoc City;

WHEREFORE, on joint motion of SP Member Lalaine A. Marcos, Chairperson, Committee on Environment, Natural Resources and Energy conservation and SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws & Ordinances, seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III and Vincent L. Rama; be it

RESOLVED, AS IT HEREBY RESOLVED, to pass a RESOLUTION AUTHORIZING THE CITY MAYOR OF ORMOC OR HIS REPRESENTATIVE TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE UNIVERSITY OF THE PHILIPPINES VISAYAS TACLOBAN COLLEGE, LAKE DANA O NATURAL PARK-PROTECTED AREA MANAGEMENT BOARD (LDNP-PAMB), LEYTE NORMAL UNIVERSITY, AND ENVIRONMENTAL MANAGEMENT BUREAU-REGIONAL OFFICE VIII FOR THE IMPLEMENTATION OF THE LAKE ASSESSMENTS FOR KEY ECOSYSTEM SERVICES IN LAKE DANA O, ORMOC CITY;

ADOPTED, April 27, 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 Richard I. Gomez, the City Administrator; the City Legal Officer; the UP Visayas; LDNP-PAMB; LNU; the Environmental Management Bureau, Region 8; ENRO; the CPDO; the City Local Government Operations Officer-DILG; and 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
FOR THE IMPLEMENTATION OF THE LAKE ASSESSMENTS FOR KEY ECOSYSTEM
SERVICES IN LAKE DANAŌ, ORMOC CITY

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

The UNIVERSITY OF THE PHILIPPINES VISAYAS TACLOBAN COLLEGE, an integral part of the UNIVERSITY OF THE PHILIPPINES VISAYAS (UP Visayas), a constituent unit of the UNIVERSITY OF THE PHILIPPINES (UP), a national university of the Philippines established and existing by virtue of Executive Order No. 628, s. 1980 and Republic Act No. 9500, with principal office at Miagao, Iloilo, hereinafter referred to as the UPVTC and represented herein by its Chancellor, DR. CLEMENT C. CAMPOSANO and among the herein enumerated LGU and agencies with corresponding addresses and duly authorized representatives do hereby execute this Memorandum of Agreement to wit;

The PROTECTED AREA MANAGEMENT BOARD (PAMB) OF THE LAKE DANAŌ NATURAL PARK (LDNP) represented herein by its Chairman and Regional Executive Director, TIRSO P. PARIAN, JR. of the Department Environment and Natural Resources, Region VIII, Tacloban City, hereinafter referred to as LDNP-PAMB;

The LOCAL GOVERNMENT UNIT OF ORMOC CITY is a first class independent component city in the province of Leyte by virtue of Republic Act 179 on October 20, 1947, with its main office located at Anubing St., Brgy. Cogon, Ormoc City 6541, Philippines, hereinafter referred to as LGU ORMOC and represented herein by its Mayor, HON. RICHARD I. GOMEZ;

The LEYTE NORMAL UNIVERSITY is a government institution of higher learning established under R.A. 7910 with its main office located at Paterno St., Tacloban City 6500, Philippines, hereinafter referred to as LNU and represented in this document by its University President, DR. JUDE A. DUARTE;

and

The ENVIRONMENTAL MANAGEMENT BUREAU REGIONAL OFFICE VIII is a line bureau by virtue of section 34 Of The Philippine Clean Air Act Of 1999 (Ra 8749) with its main office is located at DENR Compound, Jones Extension, Tacloban City 6500, Philippines hereinafter referred to as EMB RO8 and represented in this document by its Regional Director, Dir. Letecia R. Maceda

WITNESSETH:

WHEREAS, the Lake Danao Natural Park (LDNP) was proclaimed a protected area (PA) under the National Integrated Protected Area System (NIPAS) Law (RA 7586 as amended by RA 11038 or Expanded NIPAS Law) by virtue of Proclamation No. 1155 on February 3, 1998;

WHEREAS, the purpose of the proclamation is to protect and conserve the identified portions of the land by reason of their unique physical and biological significance against destructive human exploitation;

WHEREAS, the LDNP, as a component of the NIPAS, is being administered by the LDNP-PAMB which has the authority to decide on matters relative to planning, peripheral protection and general administration of the area in accordance with the approved General Management Plan;

WHEREAS, Republic Act 7160 or the Local Government Code of 1991, particularly Section 3(i) thereof, provides that "local government units shall share with the National Government the responsibility in the management and the maintenance of the ecological balance within their territorial jurisdiction;"

WHEREAS, the UPVTC committed to participate in national and regional development and can provide needed technical expertise in searching for environmental solutions to problems affecting the quality of biodiversity, natural ecosystems, and the living conditions of the people dependent on said resources;

WHEREAS, the LNU is mandated to primarily provide higher professional and special instructions for special purposes and promote research and extension services, advanced studies and progressive leadership in education and other related fields as may be relevant;

WHEREAS, the EMB RO8 is mandated to implement important environmental laws and to provide research and laboratory services.

WHEREAS, the Lake Assessments for Key Ecosystem Services in Lake Danao, Ormoc City (hereinafter referred to as LAKES Danao Program) aims to generate timely and science-based information on the state of fish and aquatic biodiversity and water quality of Lake Danao and develop a decision support system for lake ecosystem conservation and management. The LAKES Danao Program is a research undertaking funded by the National Research Council of the Philippines and is implemented by UPVTC.

WHEREAS, LDNP-PAMB, LGU ORMOC, LNU, and EMB RO8 pledged to support the implementation of the LAKES Danao Program and are willing to collaborate with UPVTC in planning and implementing the said research undertaking by using their expertise and resources jointly.

WHEREAS, the LDNP-PAMB, LGU ORMOC, LNU, and EMB RO8 manifested to forge partnerships through a Memorandum of Agreement (MOA) in order to conserve, protect and develop the LDNP assets in the territorial jurisdiction of Ormoc City, Leyte;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, all parties hereby agree to jointly implement an assessment, monitoring, and management program to protect, conserve, develop and manage the LDNP area within the jurisdiction of Ormoc City.

ARTICLE I OBJECTIVES

This Memorandum of Agreement aims to pursue the following objectives:

- 1.1 To develop and undertake collaborative research, training and public service or extension activities that are aimed at achieving the goals and objectives of the LAKES Danao Program efficiently and effectively;
- 1.2 To enhance the research capabilities of the students, researchers, faculty, and technical personnel from each party through trainings and participation in the actual assessment and monitoring activities; and
- 1.3 To put in place appropriate, science-based, participatory and timely policies, strategies or approaches for the management, conservation and sustainable utilization of the natural resources in Lake Danao Natural Park.

ARTICLE II
SCOPE OF COLLABORATION

- 2.1. Collaborative undertakings shall focus primarily on the activities in the individual work plans of the component projects under the LAKES Danao Program.
- 2.2. The expenses in some of the collaborative activities may be covered by the allocated budget of the LAKES Danao Program. Meanwhile, expenses from other collaborative activities may be shouldered by the implementing agency (UPVTC) and the partner agencies (LDNP-PAMB, LGU ORMOC, LNU, and EMB RO8) either jointly or individually.
- 2.3. Other collaborative undertakings that are not within the approved LAKES Danao Program Work Plan but may be beneficial to the whole research program, or to each party's mandate, or to the overall management and conservation of Lake Danao Natural Park may be proposed and submitted for funding to donor agencies or funded through each party's internal funds.
- 2.4. LDNP-PAMB, LGU ORMOC, and EMB RO8 may use the knowledge and technology generated from the different collaborative activities under the LAKES Danao Program to formulate, develop and put in place appropriate, science-based, inclusive and participatory policies for the management and sustainable development of Lake Danao Natural Park. On the other hand, UPVTC and LNU may use the same knowledge products and technologies generated from the research program to enhance their respective academic, research, public service and extension programs, projects and initiatives.
- 2.5. In terms of authorship, all parties shall formally and mutually agree upon the selection of the primary author for all scientific outputs.

ARTICLE III
RESPONSIBILITIES OF PARTIES

The administration and management of the area recognize the roles and functions of LDNP-PAMB, DENR, EMB RO8 and the LGU ORMOC as provided for in the NIPAS Act (as amended by RA 11038 or e-NIPAS Law), Local Government Code and other applicable laws and those of the UPVTC and LNU as provided in this memorandum of agreement. As such, and in the spirit of integrated approach in protected area development, partnership, cooperation and mutual trust, the following administrative and management arrangements are being instituted through this Memorandum of Agreement, to wit:

3.1. The UPVTC shall:

- 3.1.1. Lead the implementation of the NRCP-funded program entitled "Lake Assessments for Key Ecosystem Services in Lake Danao, Ormoc City" (LAKES Danao Program) particularly the conduct of various activities under each component projects to wit:
 - Fish and Aquatic Biodiversity Resource Evaluation and Monitoring in Lake Danao, Ormoc City (FiBRE)

- Lake Water Quality Evaluation and Monitoring Using Physico-Chemical and Biological Characterization (LaWaQ)
- Project SLICE (System for Lake Information Convergence and Expertise)
- Institutions of Local Access and Knowledge of Ecosystem Services in Lake Danao, Ormoc City (I-LAKES)

- 3.1.2. Serve as convener and facilitate the coordination between and among the parties for the formulation, planning, and implementation of various activities within the scope and objectives of this Memorandum of Agreement;
- 3.1.3. Provide technical assistance to other parties for the formation, planning, and implementation of various activities within the scope and objectives of this Memorandum of Agreement;
- 3.1.4. Allows the other parties to use its library facilities laboratories, equipment, and other facilities subject to existing rules and procedures of UPVTC for purposes of achieving the goals and objectives of the LAKES Danao Program and conducting other activities that are within the scope of this Memorandum of Agreement;
- 3.1.5. Use the information and knowledge products generated from the LAKES Danao Program and other activities within the scope of this memorandum of agreement to enhance its academic instruction, and its research and extension profile;
- 3.1.6. Formulate science-based policy recommendations from the information generated from the research program to enhance the biodiversity in Lake Danao and to uplift the living conditions of the lake users; and
- 3.1.7. Monitor and oversee the implementation of this Memorandum of Agreement.

3.2. The LDNP-PAMB shall:

- 3.2.1. Provide technical assistance and other related services through LDNP-PAMO personnel and staff in relation to implementation of the LAKES Danao Program particularly the conduct of activities under each component projects and other relevant activities within the scope of this Memorandum of Agreement;
- 3.2.2. Use the information and knowledge products generated from the LAKES Danao Program to enhance the existing conservation and management mechanisms and strategies in Lake Danao Natural Park;
- 3.2.3. Allows the other parties to use LDNP-PAMO and DNER Regional Office 8's library facilities laboratories, equipment, and other facilities subject to its existing rules and procedures for purposes of achieving the goals and objectives of the LAKES Danao Program and conducting other activities that are within the scope of this Memorandum of Agreement; and

- 3.2.4. Reserve the right to issue notices of violations/sanctions, recommend appropriate measures and issue orders to stop the implementation of any specific activity which is inconsistent with the objectives of the Updated Lake Danao Natural Park Protected Area Management Plan 2017, and the NIPAS Act and its implementing rules and regulations.

3.3. The LGU ORMOC shall:

- 3.3.1. Allows the other parties to use its library facilities laboratories, equipment, and other facilities subject to LGU Ormoc's existing rules and procedures for purposes of achieving the goals and objectives of the LAKES Danao Program and conducting other activities that are within the scope of this Memorandum of Agreement;
- 3.3.2. Provide technical and logistical assistance as well as other means of support for the conduct of various activities under the LAKES Danao Program and other initiatives that are within the scope of this Memorandum of Agreement;
- 3.3.3. Use the information and knowledge products (i.e, policy recommendations) to enhance the conservation and management of Lake Danao Natural Park by coming up with informed policies geared towards the sustainable development of the lake resources; and
- 3.3.4. Assist the LDNP-PAMB to develop evidence-based mechanisms for the protection of the Lake Danao Natural Park and the adjoining forest ecosystems within the administrative jurisdiction of the City of Ormoc from destructive human activities.

3.4. EMB RO8 shall:

- 3.4.1. Assist UPVTC in the conduct of biophysical field surveys and laboratory activities under the component projects of the LAKES Danao Program and other activities that are within the scope of this Memorandum of Agreement;
- 3.4.2. Provide technical assistance and other means of support in the conduct of laboratory activities under the component projects of the LAKES Danao Program and other activities that are within the scope of this Memorandum of Agreement.
- 3.4.3. Allows the other parties to use its library facilities laboratories, equipment, and other facilities subject to EMB RO8's existing rules and procedures for purposes of achieving the goals and objectives of the LAKES Danao Program and in conducting other activities that are within the scope of this Memorandum of Agreement; and
- 3.4.4. Use the information and knowledge products (i.e, policy recommendations) to enhance the conservation and management of Lake Danao Natural Park by coming up with informed regulatory measures geared towards the sustainable development of the lake resources.

3.5. The LNU shall:

- 3.5.1. Assist UPVTC in the conduct of biophysical field surveys and laboratory activities under the component projects of the LAKES Danao Program and other activities that are within the scope of this Memorandum of Agreement;
- 3.5.2. Provide technical assistance and other means of support in the conduct of assessment surveys (e.g. biophysical, socio-economic) laboratory activities under the component projects of the LAKES Danao Program and other activities that are within the scope of this Memorandum of Agreement.
- 3.5.3. Allows the other parties to use its library facilities laboratories, equipment, and other facilities subject to LNU's existing rules and procedures for purposes of achieving the goals and objectives of the LAKES Danao Program and in conducting other activities that are within the scope of this Memorandum of Agreement; and
- 3.5.4. Use the information and knowledge products generated from the LAKES Danao Program and other activities within the scope of this memorandum of agreement to enhance its academic instruction, and its research and extension profile.

ARTICLE IV

RESEARCH AND EXTENSION COLLABORATION

- 4.1. Each party can tap expertise from the other parties in case certain expertise is lacking from the said party.
- 4.2. Any joint research activity shall follow all administrative policies and procedures of the institution or party where the activity will be conducted.
- 4.3. Each party may assign or allow its students, researchers, faculty members or technical personnel to participate in the different assessments and monitoring activities under the program to build and enhance their research capabilities.
- 4.4. Materials and methods in conducting the assessment and monitoring activities will be based on the approved detailed proposal of each component project under the LAKES Danao Program. Technical persons or researchers from other parties may provide suggestions to improve further the materials and methods employed in each study.
- 4.5. Meanwhile, a template on the written reports like quarterly and annual reports, and the schedule of the submission will be based on the suggested format from the National Research Council of the Philippines.
- 4.6. Each party may invite each other's personnel as resource persons in training programs and other extension activities with remuneration to be agreed upon before any activity commences.

ARTICLE V
INTELLECTUAL PROPERTY RIGHTS

- 5.1. All parties shall provide each party with their respective publications as a result of the LAKES Dando Program and other activities that are within the scope of this Memorandum of Agreement.
- 5.2. All research and extension outputs, discoveries, technologies and/or inventions produced from collaborative activities shall be jointly owned by all parties.
- 5.3. Any publication arising from collaborative research activities and students' thesis (graduate and undergraduate) shall clearly establish and identify all parties involved as owners of the output and acknowledge the National Research Council of the Philippines as the funding agency.
- 5.4. All parties reserve the right to use all data and findings by virtue of and pursuant to this Memorandum of Agreement for the enhancement of their respective academic and research programs, pursuant to its academic freedom guaranteed under the constitution, without need of consent from the other parties. If works have to be published, however, written consent of all parties involved shall be obtained.

ARTICLE VI
LIABILITY CLAUSE

The LGU hereby holds and renders the LDNP-PAMB, EMB RO8, LNU, and UPVTC, their officers and employees, free from all claims for losses, damages, harm and injury to the community or any third person(s) and their properties by act or omission of the former employees arising from, during or in the course or occasioned by the performance of both parties' duties and responsibilities under this agreement. In the same manner, LDNP-PAMB hereby holds and renders the LGU, EMB RO8, LNU, and UPVTC, their officers and employees free from all claims for losses, damages, harm and injury to the community or any third person(s) and their properties by act or omission of the performance of both parties' duties and responsibilities under this Memorandum of Agreement.

Article VI
LIMITATIONS

The LGU shall not enter into any contract or agreement in the name of the LDNP-PAMB in the course of implementing this agreement, without the written consent of LDNP-PAMB. In the same manner, LDNP-PAMB shall not enter into any contract or agreement in the name of the LGU.

ARTICLE VI
TERMS OF AGREEMENT

This Memorandum of Agreement is effective immediately upon its signing by the appropriate officer of each of the signatory institutions or parties. This Memorandum of Agreement shall remain effective for five (5) years from the date of last signature and can be renewed, amended or modified by

an exchange of letters between and among the parties. This Memorandum of Agreement shall not prevent each party from entering into similar agreements with other agencies and organizations. A party may terminate this Memorandum of Agreement by written notice to the other parties. However, this Memorandum of Agreement will remain effective for 180 days from the date of issue of such notice. Any dispute or controversy between and among the parties that may arise from the interpretation and application of this Memorandum of Agreement shall be settled in amicably by all parties.

IN WITNESS WHEREOF, the Parties hereto affix their signatures this _____ day of _____ at _____, Philippines.

UNIVERSITY OF THE PHILIPPINES
VISAYAS TACLOBAN COLLEGE

By:

CLEMENT C. CAMPOSANO
Chancellor, UP Visayas

LAKE DANAÓ NATURAL PARK
PROTECTED AREA MANAGEMENT BOARD

By:

TIRSO P. PARIAN, JR.
Regional Executive Director of DENR RO8
and LDNP-PAMB Chair

LOCAL GOVERNMENT UNIT OF ORMOC
CITY

By:

RICHARD I. GOMEZ
Local Chief Executive

ENVIRONMENTAL MANAGEMENT
BUREAU REGIONAL OFFICE 8

By:

LETECIA R. MACEDA
Regional Director

LEYTE NORMAL UNIVERSITY

By:

JUDE A. DUARTE
University President

SIGNED IN THE PRESENCE OF:

HAROLD MONTECLARO
UP Visayas Vice Chancellor for Research and
Extension

MERLYN G. BARTE
LDNP Protected Area Supervisor

ROSILYN SANCHEZ
City Environment and Natural Resources Office Division Chief

MA. VICTORIA DELIS-NABOYA
LNU Vice President for Research and Extension

Page 8 of 9

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Miagao, Iloilo) SS.

BEFORE ME, a Notary Public for and in above jurisdiction, this _____ day of _____, 2020, personally appeared the following:

| Name | Government Issued ID | Date issued/ut |
|----------------------|----------------------|----------------|
| CLEMENT C. CAMPOSANO | _____ | _____ |
| TIRSO P. PARIAN, JR. | _____ | _____ |
| RICHARD I. GOMEZ | _____ | _____ |
| JUDE A. DUARTE | _____ | _____ |
| LETECIA R. MACEDA | _____ | _____ |

Known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me the same is their free and voluntary act and deed and that of the institutions or entities, if any, which they respectively represent.

This instrument, denominated as a Memorandum of Agreement, consisting of nine (9) pages, including this page where acknowledgement is written, has been signed by the parties and their instrumental witnesses on all pages.

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

Doc. No. _____

Page No. _____

Book No. _____