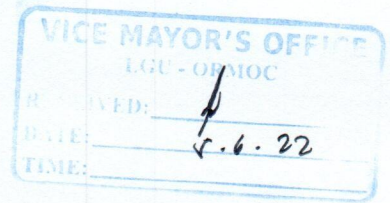
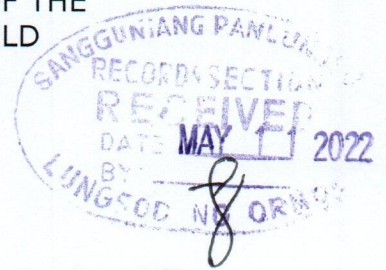


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MAY 05, 2022 IN LIEU OF
MAY 03, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 1 st Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member, 2 nd Asst. Majority Floor Leader
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

RESOLUTION NO. 2022-116

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR, RICHARD I. GOMEZ, OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN A MEMORANDUM
OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
WITH THE BILIRAN PROVINCE STATE UNIVERSITY
(BiPSU) TO ESTABLISH MUTUAL COOPERATION AND
ASSISTANCE TO THE ORMOC CITY GOVERNMENT
SCHOLARS ENROLLED AT BiPSU**

WHEREAS, an indorsement was forwarded to this august Body from the Office of the City Mayor, dated April 22, 2022, requesting for authority to enter into and sign the Memorandum of Agreement (MOA) with Biliran Province State University (BiPSU) relative to the City Academic Scholarship Program. A copy of the said MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, BiPSU is a premier state university in the Province of Biliran, Eastern Visayas, Philippines. At present, BiPSU continues to mark a name in the academic and educational sphere among institutions in the country and soar high in its quest for excellence and quality education. Proof to that is the university's commendable accomplishments in the field of instruction, research, extension and production services;

WHEREAS, the scholarship program of Ormoc City is geared to help those who do not have more in life to benefit the most from said program and eventually empowering them both economically and socially to be able to fully participate and contribute in our democratic nation;

A handwritten signature in black ink, located at the bottom right of the page.

WHEREAS, the Local Government Code (LGC) of 1991 expressly provides that a local government unit may exercise the powers essential to the promotion of the general welfare and shall ensure and support, among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

WHEREAS, both BiPSU and LGU-Ormoc are desirous of entering into the agreement to establish mutual cooperation and assistance in helping the scholars comply with both academic requirements of the school and requirements of the City Scholarship Program pursuant to relevant ordinances;

WHEREAS, the signing of the aforesaid Memorandum of Agreement (MOA) signifies the commitment of the parties to continually uphold the general welfare of the people and uphold the constitutional mandate of the state to protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all;

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;

WHEREAS, this Sanggunian, upon thorough review, finds that the MOA is not contrary to law, public policy, contracts, morals and public order and is extremely favorable and advantageous to the institution and the communities that both parties are serving and is therefore most deserving of this august body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Nolito M. Quilang, Chairperson of the Committee on Education and the Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Jasper M. Lucero, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente 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 A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE BILIRAN PROVINCE STATE UNIVERSITY (BiPSU) TO ESTABLISH MUTUAL COOPERATION AND ASSISTANCE TO THE ORMOC CITY GOVERNMENT SCHOLARS ENROLLED AT BiPSU;

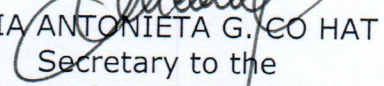
ADOPTED, May 05, 2022.

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


RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the President, Biliran Province State University; the Scholarship Office; 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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

The **CITY GOVERNMENT UNIT OF ORMOC**, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, Brgy. Cogon, Ormoc City, represented by Mayor **RICHARD I. GOMEZ**, hereinafter referred to as the **FIRST PARTY**; and

The **BILIRAN PROVINCE STATE UNIVERSITY**, represented in this instance by **VICTOR C. CAÑEZO, Jr., EdD**, President, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH, THAT:

WHEREAS, the **FIRST PARTY** recognizes the need to provide opportunities to those coming from the underprivileged sector to improve their socio-economic condition;

WHEREAS, consistent with the government policy to make education accessible to the underprivileged, the **FIRST PARTY** provides scholarships and educational assistance to the underserved but deserving students in order to harness their potential and ability to contribute to the development goals of the country;

WHEREAS, the **FIRST PARTY** enacted Ordinance No. 028, Series of 2017 and entitled the "Ormoc City Scholarship Program", which provides the funds therefor, defines the qualifications and standards for academic subsidy and allowance, and institutionalizes the city scholarship program;

WHEREAS, the **SECOND PARTY**, a public Higher Education Institution established under Republic Act No. 11170, with principal office at P. Inocentes St., P.I. Garcia, Naval, Biliran, aiming to become a state university leading in research and innovation for human empowerment and societal development;

WHEREAS, both parties are desirous of entering into this agreement to establish mutual cooperation and assistance in helping the grantees comply with the requirements of the school and requirements of the City Scholarship Program, subject to the terms and conditions set forth;

NOW THEREFORE, and in consideration of the foregoing premises, the parties to this Memorandum of Agreement (MOA) do hereby covenant and agree to the following terms and conditions:

A. OBLIGATIONS OF THE FIRST PARTY

REVIEWED
The **FIRST PARTY** shall:

ORMOC CITY LEGAL OFFICE
1. The **FIRST PARTY** shall provide the necessary funds to support the scholarship grants and financial assistance to the grantees enrolled with the **SECOND PARTY** until the completion of the latter's respective courses. These grants and financial assistance are those as enumerated under Section 11 of the Ormoc City Scholarship Program Ordinance and as defined under the same legislation.
Approved
Separate Opinion

Drafted by CLO
2. The **FIRST PARTY** shall act through the Scholarship Board that will promptly and timely resolve issues in the implementation of the scholarship program especially those referred to it by the **SECOND PARTY**.
Not contrary to laws, public policy, moral.

3. The **FIRST PARTY**, through the Education and Scholarship Office (ESO), will coordinate with the **SECOND PARTY** through its Scholarship Coordinator, all issues and concerns for the
Amendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Office
DATE: APR 20 2022

purpose of monitoring "performance of grantees and keep track of them, especially after their availment of the benefits of the program", and for the purpose of the enforcement of the provisions of the Ormoc City Scholarship Program.

B. OBLIGATIONS OF THE SECOND PARTY

The SECOND PARTY shall:

1. Designate a SCHOLARSHIP COORDINATOR to assist the grantees in complying with the terms and conditions of the scholarship and coordinate or assist the ESO in addressing issues and concerns affecting the grantees;
2. Furnish the FIRST PARTY with grade reports and such other documents needed by its current students who are applying for scholarship with the First Party;
3. Submit to the FIRST PARTY the academic grades of the all grantees, certification on community involvement and such other documents, pertinent and relevant to this MOA and the Ormoc City Scholarship Program, and not later than THIRTY (30) days from the close of every semester/term;
4. Assist the grantees in complying with the terms and conditions specified under the scholarship contract especially in ensuring that grantees do not drop any of their subjects, that they take the prescribed subjects per semester and that incomplete grades are avoided, any and all which is a ground for the termination of scholarship; and
5. Coordinate with the FIRST PARTY through the ESO, grantees who are facing problems such as dropping from school, those involved in any crime or offense or those violating school rules and regulations, and similar others.

C. COMMON PROVISIONS

The parties will implement such measures as may be necessary to the end that all grantees under the Ormoc City Scholarship Program are able to observe the following terms as a prerequisite to continuation of scholarship.

1. To continue the full benefit under the Ormoc City Scholarship Program, the grantee for an academic degree shall comply with the following scholastic requirements:

- a. Maintain a semestral average of 2.0 or 85%;
- b. Must not fail in any subject;
- c. Have not dropped any subject;
- d. Must not have an incomplete grade in any subject.

2. The grantee should not stop schooling in any semester of his/her 4-5 year course, except for meritorious reasons such as illness, injury or other circumstances that are beyond the control of the grantee subject to the verification and approval of the scholarship board and subject further to school rules and regulations.

3. The grantee shall enroll in full/regular load each semester as prescribed by the curriculum of the chosen course.

4. Except when required by the course curriculum, a grantee may enroll in summer classes at his/her own expense. Monthly stipend shall not be provided under the City Scholarship Program.

5. In case of any delay in the release of grades, enrollment shall be allowed for the succeeding semester subject to the condition that grades shall be submitted to the ESO within the succeeding semester. Any delay in the grades should be settled within the succeeding semester otherwise it is assumed to be a failing grade. In cases where all the grades are submitted within the succeeding semester and the grantee failed to comply with the scholastic requirements, the grantee shall be allowed to finish the semester after which the scholarship support shall automatically end and the grantee is terminated from the scholarship program.

6. **SHIFTING OF COURSE** - A grantee may be allowed to shift to another course only once within two years of college subject to the approval of the Scholarship Board. It is a condition that the grantee completes the new course within the duration of the original course. No extension shall be allowed. It is a requirement that the second course chosen must also be in the list of authorized courses under Section 7 of the Ormoc City Scholarship Ordinance.

Atty. Josephine A. Mapa-Romero
City Legal Officer

DATE: _____

7. **TRANSFER OF SCHOOL** – A grantee shall not be allowed to transfer to another school during the duration of the course for which he/ she was extended a grant under the Ormoc City Scholarship Program.
8. **COMMUNITY INVOLVEMENT** – A grantee shall actively participate in a community project and is encouraged to be active in social involvement activities of the school.

The grantee shall submit the following every after end of the semester:

- a. Authenticated copy of final grades every after end of the semester;
- b. Certification from school that the grantee has not participated in any offense involving moral turpitude;
- c. Certification from Dean’s office that the grantee has participated in community service and activities of the Grantee’s Organization.

D. EFFECTIVITY

This Memorandum of Agreement (MOA) shall take effect immediately and after this agreement has been completely executed with parties herein affixing their signatures, and shall continue to be in force and effect until mutually revoked or terminated by the parties.

Either party may terminate this Agreement should there be a clear breach of the terms and conditions of the agreement, or in case any of the parties fail to fulfill its obligations under this agreement upon prior written notice to the other and shall take effect thirty (30) days after receipt of said notice. Rights already accrued under this agreement prior to the receipt by one party of the notice shall not be prejudiced by the proposed or actual termination.

E. CONFIDENTIALITY

The parties will ensure that safeguards will be put into place so that any information gathered during the processing of disbursements under this agreement will maintain its integrity and accuracy, as well as its strict confidentiality in accordance with R.A. No. 10173, the Data Privacy Act of 2012 and other laws, rules, and regulations.

F. MISCELLANEOUS PROVISIONS

The provisions of Ordinance No. 028 Series of 2017, insofar as portions thereof are not included in this agreement, are automatically incorporated herein including its amendments. Any and all conditions in this agreement as are inconsistent with Ordinance No. 028 Series of 2017, are automatically revoked.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this ____ day of _____, 2022 in Ormoc City, Philippines.

REVIEWED

LGU-ORMOC CITY

First Party

ORMOC CITY OFFICE

Approved

Separate Opinion

RICHARD I. GOMEZ

Draft by Mayor

Not Signed in the presence of:

policy, moral.

Ammendments/Revisions

Atty. Josephine A. Mejia-Romero

City Legal Officer

BY: DATE: APR 20 2022

BILIRAN PROVINCE STATE UNIVERSITY
Second Party
By:
Dr. VICTOR C. CAÑEZO, Jr.
President

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Ormoc) S.S.

In the City of Ormoc this _____ day of _____ personally appeared to me the following with competent evidence of identity:

Parties	Identity Card	Expiry Date
RICHARD I. GOMEZ, DPA		
VICTOR C. CAÑEZO, JR., EdD	Passport No. P1043414A	11/30/2016

Personally known to the witnesses and known to me to be the same persons who executed the foregoing instruments and acknowledged the same as their free voluntary acts and deed. This Memorandum of Agreement (MOA) composed of _____ pages including this page on which this acknowledgement is written duly signed by the parties thereto and the instrumental witnessed on each and every page thereof.

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

Doc no. _____;
Page no. _____;
Book no. _____;
Series of _____.

REVIEWED

ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☒ Drafted by CLO

☐ Not contrary to laws, public policy, moral.

☐ Ammendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Officer

DATE: APR 20 2022

