



Office of the Sangguniang Panlungsod

DISTRICT I

OFFICIAL BUSINESS
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO I. GUERRERO, JR.
City Councilor

HON. ALEJANDRO B. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

SICK LEAVE

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

OFFICIAL BUSINESS

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

OFFICIAL BUSINESS

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-313
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA-MOLINO CAMPUS FOR ACADEMIC AND RESEARCH COOPERATION.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code of 1991, empowers the City Government to enter into partnerships with educational institutions for the purpose of providing assistance to qualified students.

WHEREAS, on 25 July 2023, the Sangguniang Panlungsod received a letter from the Office of the Mayor requesting authority to sign a Memorandum of Agreement with the University of Perpetual Help System Dalta-Molino for academic and research cooperation between the said educational institution and the City Government by exchanging administrative and academic staff and students. The said proposed Memorandum of Agreement is incorporated and made an integral part of this Resolution.

WHEREAS, the progressive development of any city relies heavily upon the promotion and enhancement of academic and research cooperation, fostering innovation and knowledge dissemination for the betterment of its residents.

WHEREAS, Section 16 of Republic Act No. 7160 clearly mandates local government units to encourage and support the growth and establishment of appropriate and self-reliant scientific and technological capabilities.

WHEREAS, the City of Bacoor, being forward-thinking and keen on sustainable growth, recognizes the immense benefits of collaborating with esteemed educational institutions, thereby harnessing the synergy of practical governance and academic prowess.

WHEREAS, University of Perpetual Help System Dalta-Molino Campus stands as a pillar of academic excellence and research innovation, and a partnership with such an institution promises



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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

mutual benefits in the realms of research, knowledge-sharing, and skill development.

WHEREAS, the signing and subsequent implementation of the Proposed Memorandum of Agreement with University of Perpetual Help System Delta-Molino Campus would not only align with the mandates of the Local Government Code but also actively fulfill the responsibility set forth in Section 16, emphasizing the significance of local government units in bolstering scientific and technological capabilities.

WHEREAS, research cooperation is not merely a collaboration, but rather a strategic step towards catalyzing and accelerating scientific growth and progress within the City of Bacoor, ensuring that the city remains at the forefront of innovative solutions and sustainable progress.

WHEREAS, in light of the above, it becomes evident that entering into a Memorandum of Agreement with University of Perpetual Help System Delta-Molino Campus is a prudent decision that will fortify Bacoor's commitment to academic and research excellence.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement between the City Government of Bacoor and the University of Perpetual Help System Datta-Molino for academic and research cooperation.

RESOLVED LASTLY, to furnish the University of Perpetual Help System Delta-Molino, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.


APPROVED on the 11th day of August 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.




Office of the Sangguniang Panlungsod


DISTRICT I

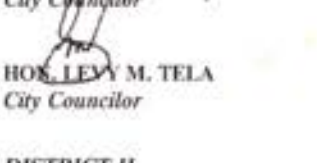
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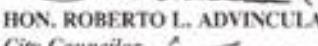

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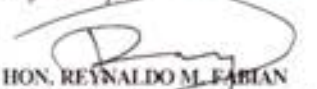

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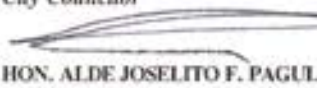
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Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.


Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT ON ACADEMIC AND RESEARCH COOPERATION

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office located at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and authorized embodied under City Resolution No. _____, Series of _____, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACOOR**"

and

The **UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA – MOLINO CAMPUS**, an educational institution duly recognized by the Commission on Higher Education (CHED), with principal office address at Molino III, Bacoor City, Province of Cavite, represented herein by its School Director, **Dr. RENO RAYEL**, and hereinafter referred to as the "**UPHSD-MOLINO**"

The term "Party" shall mean either LGU BACOOR or UPHSD-MOLINO, as applicable, while the term "Parties" shall mean LGU BACOOR and UPHSD-MOLINO, collectively.

WITNESSETH:

WHEREAS, LGU BACOOR is one of the component cities of the Province of Cavite, authorized to partner with private institutions in the upliftment of the lives of the people through collaboration and partnership with other entities for research purposes for academic and/or industry activities;

WHEREAS, UPHSD-MOLINO has requested for affiliation for academic and research partnership and collaboration with LGU BACOOR;

WHEREAS, LGU BACOOR has acceded to the request of LGU BACOOR, subject to the terms and conditions as set forth in this Agreement;

WHEREAS, the Parties consider their common interest in promoting the mutual cooperation in the area of education and research and wish to expand the basis for friendship and cooperative educational exchange;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations herein made, the Parties agree as follows:

Article I PURPOSE

The purpose of this Agreement is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the universities.

Article II SCOPE OF THE COOPERATION

Both Parties undertake to promote and develop academic cooperation as follows:

1. Exchange of academic and administrative staff and students;
2. Extension of students' learning opportunities;
3. Cooperation in research and the presentation of its results.;
4. Exchange of academic materials, publications and other scientific information, subject to confidentiality provisions of this Agreement; and
5. Other educational and academic exchanges subject to the mutual agreement of the Parties.

Article III FINANCIAL ARRANGEMENT

1. Both Parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds.
2. Either Party is not obligated to comply with any arrangements and plans offered by the other Party if it has no funds to support the implementation of any activity.
3. Both Parties agree to feasibly seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this Agreement

Article IV AGREEMENT OF IMPLEMENTATION

A detailed description of the scope of activities shall be defined in the Agreement of Implementation, which constitutes an integral part of this Agreement.

The Agreement of Implementation will include such items as:

1. Elaboration of the responsibilities of each Party for the agreed activity or activities;
2. Schedule/s of the specific activity or activities;
3. Budget and financial sources for each activity; and
4. Any other items deemed necessary for the efficient management of the activities.

Article V
INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

1. The Parties will share all data and research findings, and respect patent rights, copyrights, and other intellectual property rights regarding any discoveries, inventions and products resulting from this Agreement.
2. Both Parties must give a written approval for the utilization and publication of the data and research findings.
3. Detailed arrangement of findings and their Intellectual Property Rights and Publication shall be defined in the Agreement of Implementation.

Article VI
CONFIDENTIALITY AND DATA PRIVACY

Whenever applicable, in performing its obligations under this Agreement, both Parties shall, at all times, comply with the provisions of the Republic Act No. 10173 or the "Data Privacy Act of 2012", its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. Both Parties and their respective officers, employees and representatives shall, among others:

- (a) Implement reasonable and appropriate organizational, physical and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing;
- (b) Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful and destruction, alteration and contamination;
- (c) Ensure content is appropriately secured from data subjects as to the collection, processing, maintenance and transfer to personal information to third parties, including the either and recipients or classes of recipients of personal information are adequately disclosed to them;
- (d) Ensure that employees, agents and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations; and
- (e) Promptly notify either Party to enable it to notify the National Privacy Commission and the affected data subject, when sensitive personal information that may under the circumstances, be used to enable identify fraud are reasonably believed to have been acquired by an unauthorized person.

In line with the foregoing, the Parties guarantee that they have their respective appointed Data Processing Officer (DPO) to make sure the provisions of the Data Privacy Act and its implementing rules and regulations are complied with.

**Article VII
SETTLEMENT OF DIFFERENCES**

The differing viewpoints and Interpretations of this MOA shall be settled amicably by mutual consultation or negotiation.

**Article VIII
AMENDMENTS, DURATION AND TERMINATION**

1. Amendments to this Agreement may only be made by mutual consent of the Parties, and shall be executed in writing.
2. This Agreement shall take effect from the Effective Date as abovementioned and shall automatically expire on June 30, 2025, and shall be subject to renewal after its expiry date on an annual basis, unless either Party gives notice of its intention not to renew, at least thirty (30) days prior to its expiration.
3. This Agreement may be terminated by either Party by written notice at least thirty (30) days prior to the intended termination date. Such notice of termination will not interfere with cooperative programs currently underway. Such programs will be allowed to continue until their conclusion.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ___ day of _____, 202_, in the City of Bacoor, Cavite.

**UNIVERSITY OF PERPETUAL HELP
SYSTEM DALTA – MOLINO CAMPUS**

By:

Dr. RENO RAYEL
School Director

**CITY GOVERNMENT OF
BACOR**

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 20____

SIGNED IN THE PRESENCE OF:

PASTOR ARGUELLES JR., Ph.D.c
Dean, College of Computer Studies

Atty. AIMEE TORREFRANCA-NERI
City Administrator

Ms. MIRA RAMIREZ
International Linkage Officer

Mr. LODGENE G. ASUNCION
Management Information System

ACKNOWLEDGMENT

Republic of the Philippines)
City of Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite, this ____ day of _____ 202_, personally appeared the following persons:

Name	Competent Evidence of Identity/ I.D./No.	Date/Place Issued
HON. STRIKE B. REVILLA		
Dr. RENO RAYEL		

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent.

The foregoing Memorandum of Agreement consisting of five (5) pages including this page where the acknowledgement appears has been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 202____.