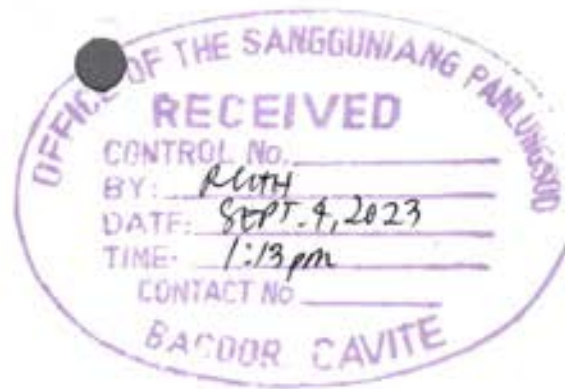




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY

COMMITTEE REPORT

NO. EST 002 S-2023

Subject: *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. PCR 353-2023 dated 31 July 2023.*

This report was resolved during the 55th regular session, dated 11 August 2023. In regards to the memorandum of agreement with the University of Perpetual Help System Dalta-Molino (UPHSD) for academic and research cooperation.

Findings:

The foregoing discussion clearly showed that 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. While the UPHSD-Molino has requested affiliation for academic and research partnerships and collaboration with LGU Bacoor, the Parties consider their common interest in promoting cooperation in the area of education and research and wish to expand the basis for friendship and cooperative educational exchange.

RECOMMENDATION:

After a thorough review, it seems that the purpose of the agreement between the Parties is to develop academic and educational cooperation based on equality and reciprocity and to promote relations and mutual understanding between the universities. The committee recommends the **APPROVAL** of the said resolution.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 16th day of August 2023 at the City of Bacoor, Cavite.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Committee on Education, Science and Technology

COUN. ALDE JOSELITO F. PAGULAYAN
Chairman

COUN. ROGELIO M. NOLASCO
Vice Chairman

COUN. CATHERINE SARINO-EVARISTO
Member

SK FEDERATION PRESIDENT MAC RAVEN ESPIRITU
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY

EXCERPT FROM THE MINUTES OF THE 55TH REGULAR SESSION

NO. EST 002 S-2023

Subject: *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. PCR 353-2023 dated 31 July 2023.*

The Presiding Officer, Hon. Vice Mayor Rowena Bautista-Mendiola presided over the 55th regular session of the 5th Sanggunian Panlungsod, dated 11 August 2023. In the letter dated 25 July 2023, from Hon. Mayor Strike B. Revilla to Hon. Vice Mayor Rowena Bautista-Mendiola, re: Request for Authority to Enter into and Sign the Memorandum of Agreement with the University of Perpetual Help System Dalta – Molino Campus for Academic and Research Corporation.

Since the internal rules were already suspended and were favored by the members, Hon. Coun. Alde Joselito F. Pagulayan, the chairperson of the committee on education, science, and technology, moved for the APPROVAL of the said resolution, which was seconded by the members of the committee and declared approved by the presiding officer. The session moved to adjournment.

Prepared By:


PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Education,
Science and Technology

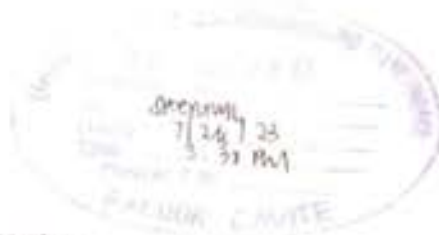
PCR 353-2023 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH UNIVERSITY OF PERPETUAL HELP SYSTEM DALTA-MOLINO CAMPUS FOR ACADEMIC AND RESEARCH COOPERATION.



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the Mayor

July 25, 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with University of Perpetual Help System Dalta – Molino Campus for Academic and Research Cooperation

Dear Hon. Bautista-Mendiola:

Per Endorsement No. 489, Series of 2023, issued by the Office of the City Legal Service, requesting the undersigned for endorsement and request for the proper authority to enter into and sign the above-subject Memorandum of Agreement, I respectfully request the esteemed members of the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to enter into and sign the abovementioned Memorandum of Agreement. The said Agreement aims to promote and develop academic cooperation, including but not limited to, exchange of academic and administrative staff and students, extension of students learning opportunities, cooperation in research and presentation of results, exchange on academic materials, publication and other scientific information.

Attached herewith is the aforementioned endorsement and draft MOA for your immediate reference



Sincerely yours,


STRIKE B. REVILLA
City Mayor



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OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 489 SERIES 2023

TO : **Hon. STRIKE B. REVILLA**
City Mayor
Office of the City Mayor

Thru : **Atty. PAUL MICHAEL G. SANGALANG**
Office of the City Mayor

*Filed 2:05 PM
S. Sangalang
S. Sangalang*

CC : **Atty. AIMEE TORREFRANCA-NERI**
City Administrator
Office of the City Administrator

RE : **FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO THE SANGGUNIANG PANLUNGSOD**
Memorandum of Agreement with the University of Perpetual Help System Dalta – Molino Campus
Re: Academic and Research Cooperation

DATE: 25 July 2023

Respectfully endorsing to your good office a copy of the proposed Memorandum of Agreement on Academic and Research Cooperation between the City Government of Bacoor and the University of Perpetual Help System Dalta – Molino Campus.

The collaboration between the parties aims to promote and develop academic cooperation, including but not limited to, exchange of academic and administrative staff and students, extension of students learning opportunities, cooperation in research and presentation of results, exchange on academic materials, publication and other scientific information subject to confidentiality provisions of the Agreement and other educational and academic exchanges subject to mutual agreement of the parties.

All things having been found to be in order, we hereby endorse to your good office the said Memorandum Agreement for your approval and signature prior endorsement to the Sangguniang Panlungsod for issuance of an authority to enter into this Agreement.

Thank you for your usual support and Godspeed!

RESPECTFULLY,

ATTY. REY MARCO B. MENDOZA
Office of the City Legal Services



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**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 BACCOOR**, 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 BACCOOR**"

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 BACCOOR or UPHSD-MOLINO, as applicable, while the term "Parties" shall mean LGU BACCOOR and UPHSD-MOLINO, collectively.

WITNESSETH:

WHEREAS, LGU BACCOOR 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 BACCOOR.

WHEREAS, LGU BACCOOR has acceded to the request of LGU BACCOOR, 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.

1
*Memorandum of Agreement between the City Government of Bacoor and
the University of Perpetual Help System Dalta – Molino Campus*

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**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.

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*Memorandum of Agreement between the City Government of Bacoor and
the University of Perpetual Help System Delta – Molino Campus*

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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.

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**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

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*Memorandum of Agreement between the City Government of Bacoor and
the University of Perpetual Help System Dalta – Molino Campus*

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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__

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