



Republic of the Philippines
Province of Cavite
City of Bacoor

Rec'd by:
J. Jimin
3/27/2023
1:30 PM.

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

JOINT COMMITTEE REPORT

NO. HLUUD 043 S-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN 2023 CLUBHOUSE NETWORK LICENSE AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR. PCR 253-2023 dated 20 March 2023.**

Acting on the proposed resolution authorizing the City Mayor to sign 2023 Clubhouse Network License Agreement, was referred to the committee by the Sangguniang Panlungsod Presiding Officer Hon. Rowena Bautista-Mendiola during the 35th Regular Session, dated 20 March 2023. The committee on housing, land utilization and urban development chaired by Hon. Alde Joselito F. Pagulayan respectfully reports that:

The Bacoor Computer Clubhouse was established for the benefit of the youth who are without access to computers or the internet; and

The city government entered into a licensing agreement with the Massachusetts Institute of Technology (MIT) and the Museum of Science in Boston, Massachusetts, USA to enable the Bacoor Computer Clubhouse to use various computer software and technical training designed by said institutions.

Findings:

It is clearly shown that renewing the said agreement shall enable the Bacoor Computer Clubhouse to continue serving its clientele and give economically challenged students access to advanced learning tools normally available only to the wealthy. The City Mayor is empowered by law to sign agreements and contracts on behalf of the city government subject to the grant of prior authorization by the Sangguniang Panlungsod.

RECOMMENDATION:

Upon evaluation, the Committee respectfully recommends the **APPROVAL** of the said proposed resolution.

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

Signed this 27th day of March 2023 at the City of Bacoor, Cavite.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Committee on Housing, Land Utilization and Urban Development



COUN. ALDE JOSELITO F. PAGULAYAN
Chairman



COUN. ADRIELITO G. GAWARAN 
Vice Chairman



COUN. SIMPLICIO G. DOMINGUEZ
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

EXCERPT FROM THE MINUTES OF THE 35TH REGULAR SESSION NO. HLUUD 043 S-2023

Subject: Subject: *RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN 2023 CLUBHOUSE NETWORK LICENSE AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR. PCR 253-2023 dated 20 March 2023.*

The Presiding Officer, Hon. Vice Mayor Rowena Bautista-Mendiola presided over the 35th Regular Session of the 5th Sangguniang Panlungsod, dated 20 March 2023. Upon evaluation, Hon. Alde Joselito F. Pagulayan, the Chairperson of the Committee on Housing, Land Utilization and Urban Development, motion for the APPROVAL of the said matter. It was seconded by the members and declared approved by the Chair.

Prepared By:



PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:



COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Housing, Land Utilization
And Urban Development



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023 - 221
Series of 2023

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCLA
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

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KILAI D. AZEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE LICENSING AGREEMENT BETWEEN THE CLUBHOUSE NETWORK AND THE CITY GOVERNMENT OF BACOR FOR THE BENEFIT OF THE BACOR COMPUTER CLUBHOUSE.

Sponsored by:

HON. ALDE JOSELITO F. PAGULAYAN

Co-sponsored by:

Hon. Roberto L. Advincla, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela and Hon. Michael Solis

WHEREAS, the Bacoor Computer Clubhouse was established for the benefit of the youth who are without access to computers or the internet.

WHEREAS, the city government entered into a licensing agreement with the Massachusetts Institute of Technology (MIT) and the Museum of Science in Boston, Massachusetts, USA to enable the Bacoor Computer Clubhouse to use various computer software and technical training designed by the said institutions. The said Licensing Agreement, a copy of which is attached hereto and made an integral part of this Resolution, is now subject to renewal.

WHEREAS, renewing the said agreement shall enable the Bacoor Computer Clubhouse to continue serving its clientele and give economically challenged students access to advanced learning tools normally available only to the wealthy.

WHEREAS, the City Mayor is empowered by law to sign agreements and contracts on behalf of the city government subject to the grant of prior authorization by the Sangguniang Panlungsod.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to pass this resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Licensing Agreement between the Clubhouse Network and the



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CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

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City Councilor

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HON. VICTORIO L. GUBBRERO, JR.
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City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPERITU
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 Government of Bacoor for the benefit of the Bacoor Computer Clubhouse.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the Clubhouse Network, the Bacoor Computer Clubhouse, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 20th day of March 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was duly passed in accordance with law by the Sangguniang Panlungsod of Bacoor, Cavite on the 20th day of March 2023.

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



The Clubhouse Network License Agreement

A. Program Requirements

1. This license sets forth the terms by which The Clubhouse Network will support the Municipality of Bacoor ("the Licensee") as a member of The Clubhouse Network.
2. The Licensee agrees to adopt the learning approach of The Clubhouse Network by implementing the following basic program standards:
 - The Clubhouse will provide opportunities for open-ended exploration (versus classes with set curriculum) during the time that The Clubhouse is open.
 - The Clubhouse will provide high-end professional software for creative expression and scientific and technological exploration (versus computer games and/or web-surfing for entertainment only) during the time that The Clubhouse is open.
 - The Clubhouse will encourage the participation of adult mentors who can serve as role models and support the development of a sense of community.
 - The Clubhouse Coordinator will demonstrate a commitment to participation in The Clubhouse Network, for example by sharing best practices and lessons learned, and by encouraging youth to participate in on-line activities for youth around the Network.
3. The Licensee agrees to provide a dedicated space that can safely house high-end technology equipment, and to work with The Clubhouse Network staff to furnish, decorate, and maintain The Clubhouse in a warm, inviting manner, to encourage creativity, self-expression, and collaboration.
4. All software, hardware, other materials, and services provided to the Licensee through The Clubhouse Network for use in the Clubhouse must be exclusively

used in the Licensee's Clubhouse, and it is the responsibility of the Licensee to ensure the security, maintenance, and upkeep of all such property and services.

5. The Licensee agrees to operate The Clubhouse program a minimum of 20 hours per week (after school and/or on week-ends) throughout the term of this Agreement, and to ensure that youth from underserved communities have access to the program.

6. The Licensee agrees to secure, retain, and supervise Clubhouse staff as necessary to meet the program standards described in #2, #3, #4, and #5 above. The Clubhouse Coordinator position shall be a full-time position throughout the term of this Agreement. Full-time Clubhouse staff must attend a one-week orientation and professional development program at the "flagship" Clubhouse in Boston, Massachusetts (or virtually, if required by the COVID-19 pandemic). In the event a new Clubhouse Coordinator is hired by the Licensee during the term of this Agreement, he or she must attend the one-week orientation and professional development program. Out-of-pocket expenses (for travel, lodging, meals, and incidentals) are the responsibility of the Licensee. In the event the Licensee does not employ a Clubhouse Coordinator for more than 60 consecutive days during the term of this Agreement as required, the Licensee will be subject to termination of the Agreement.

Licensee will ensure employment policies and practices are in place that comply with applicable laws addressing privacy and safety concerns when working with minors, including criminal background checks of staff and volunteers who may interact with minors, using the following searches to the extent permitted by law:

- (i) National Identification Number Trace/Validation which develops addresses and aliases associated with Staff Member within no less than seven (7) years of the date of the Background Investigation (the "Search Period"), and validates the National Identification Number is not on the "deceased list."
- (ii) Felony and misdemeanor searches of records for all counties and/or states included in both developed and provided addresses during the Search Period, using both provided and developed addresses/aliases.
- (iii) Federal Criminal Check search of federal criminal records for all federal territories included in both developed and provided addresses within the Search Period, using both provided and developed addresses/aliases.
- (iv) Felony and misdemeanor search of records during the Search Period within a national criminal database that meets industry standards.
- (v) If the Staff Member will operate a motor vehicle, Motor Vehicle Records search of driving history records within no less than three (3) years of the

date of the Background Investigation (which may include more than one driver's license) to verify that driving history meets requirements. Compliant driving history includes a current, valid driver's license and none of the following in the past three (3) years: violations for operating a vehicle while intoxicated, reckless driving, and/or leaving the scene of an accident resulting in injury/death/property damage; or a combination of three (3) or more moving violations and/or at fault accidents.

(vi) A search for whether the Staff Member is registered on the National Sex Offender Registry at the time of the Background Investigation.

(c) Subject to applicable law, Licensee will not assign a Staff Member to work with minors in the Clubhouse if the Staff Member is found to have been convicted during the Search Period of a felony or a misdemeanor offense that is job related, or is registered on the National Sex Offender Registry at the time of the Background Investigation and the conviction is job related. In conducting Background Investigations, Licensee agrees to consider the following factors in determining whether to assign a Staff Member to the Clubhouse.

- (i) The job responsibilities of the position.
- (ii) The relevance of any prior conviction to the Staff Member's ability to perform the job responsibilities.
- (iii) The time elapsed since the conviction and/or completion of the sentence.
- (iv) The Staff Member's age at the time of the conviction and/or completion of the sentence.
- (v) The seriousness of the offense.
- (vi) Information provided by the Staff Member about their rehabilitation since the conviction and/or completion of the sentence.

Licensee will establish clear expectations on what constitutes a disqualification from working with minors in a Clubhouse and will not assign Staff Members who are not suitable for the position based on the foregoing requirements.

Licensee will notify the appropriate governmental authorities upon learning of any concern or claim of a Clubhouse member or their parent/guardian, and will inform The Clubhouse Network that Licensee has notified the authorities.

7. Participation in all Clubhouse Network meetings, including The Clubhouse Network's Annual Conference for Clubhouses from around the world, biennial mid-year Regional Workshop, and monthly phone or on-line meetings of all

Clubhouse Coordinators, is mandatory for the Licensee's Clubhouse Coordinator. Travel and other expenses, as required, are the responsibility of the Licensee.

8. The Licensee acknowledges The Clubhouse Network's commitment to supporting all Clubhouse participants as they become active, engaged, informed citizens of the world. To that end, the Licensee will embrace and celebrate the diversity of Clubhouse youth, mentors, and staff from around the globe and participate in dialogue across our communities that increases awareness, tolerance and inclusiveness throughout The Clubhouse Network.

9. The Clubhouse Network will have the right to use all content created, including youth-generated content from The Clubhouse, for marketing and communication purposes.

10. The Licensee will comply with all applicable national, state, or local privacy laws and regulations, including the U.S. Children's Online Privacy Protection Act and associated regulations (COPPA), in connection with operating The Clubhouse. The Clubhouse Network Privacy Requirements are described in the attached, "Exhibit A."

11. The Licensee will develop, implement and maintain policies and procedures designed to address and protect the safety of youth, staff and volunteers, which shall include the following:

- A Code of Conduct for all employees, volunteers and youth addressing the following: (a) general behavioral expectations, (b) relationship policies with youth, including social media practices and interaction outside of the Clubhouse, and (c) policies against allowing an adult to be alone with a youth member.
- Existence of minimal policy and training content required for full-time employees, part-time employees, volunteers and members (as appropriate) including: (a) Active Shooter/Workplace Violence Policy and Training, (b) Situational Scenarios (e.g., child molestation & abuse, sexual harassment, psychological first aid, bullying, etc.), (c) safety culture training, (d) cybersecurity policies and training, including Internet safety and phishing, and (e) physical security policies and training.
- Practices for securing all wireless networks and developing a regular schedule to change passwords, monitor usage and update security measures
- Practices for frequently disposing of all relevant personal information via shred bins or electronically wiping all devices of personal information on a regular basis

12. The Licensee will undertake efforts to secure funds sufficient to meet the program standards described above during the term of this Agreement.

B. Reporting/Evaluation Requirements

1. The Licensee must inform The Clubhouse Network staff of all major Clubhouse events, prior to their occurrence. The Licensee must promptly inform the Clubhouse Network Contact listed on the front of this Agreement of any proposed change in key personnel at the Clubhouse, or any proposed change in the space dedicated to The Clubhouse.
2. To meet The Clubhouse Network's reporting requirements, the Licensee must provide semi-annual reports to The Clubhouse Network addressing the items outlined in Exhibit B, attached, "Assessment and Planning Reporting Requirements." Required reports must be submitted within 10 business days of the end of each six-month period to the Clubhouse Network Contact listed on the front of this agreement.
3. The Licensee must fully cooperate with any independent evaluation team assigned to the Clubhouse, including timely participation in interviews, surveys, evaluation team visits, and other data collection activities.

C. License Grants and Acknowledgments

1. For the term of this Agreement, The Clubhouse Network hereby grants to the Licensee a non-exclusive, non-transferable, royalty-free, revocable license to use "The Clubhouse" and "The Clubhouse Network" name and licensed logo (Exhibit C, attached, the "Clubhouse Licensed Logo") on collateral and promotional materials, including, but not limited to the Licensee's website and marketing and advertising materials for The Clubhouse.

The Licensed Logo shall be used and maintained in strict compliance with the branding requirements included in The Clubhouse Design & Branding Guidelines and be given prominent placement on any such collateral or materials. Upon the termination or expiration of this Agreement, the Licensee shall (a) cease use of the Clubhouse Licensed Logo within thirty (30) days, and (b) assign to The Clubhouse Network any domain name registration that it owns that includes The Clubhouse Trademarks to The Clubhouse Network within seven (7) days.

2. Throughout the term of this Agreement, the program for which the License is provided hereunder will be known and identified as "The Clubhouse: Where Technology Meets Imagination" and as "a Member of The Clubhouse Network." The Clubhouse Licensed Logo must be used prominently on all collateral, promotional materials, and advertising materials for The Clubhouse throughout the term of this Agreement. The tag line, "a member of The Clubhouse Network, a collaboration with the MIT Media Laboratory" must appear on all collateral, promotional materials, and advertising materials for the Clubhouse throughout the term of this Agreement. The Clubhouse Network

reserves the right to review any such material prior to any public use or distribution of such materials by The Clubhouse.

3. The Licensee must provide proper acknowledgment of any gifts received from any sponsors of The Clubhouse Network (including software vendors, equipment providers, and other contributors). The Clubhouse Network will provide a list of any sponsors, as required.

D. Non-Profit Status or Government Entity Classification

1. The Licensee must be a non-profit or public agency organized for the purpose of supporting community undertakings related to culture, social activities, and education for children, youth, and/or adults. In the case of U.S.-based organizations, the Licensee must be a tax-exempt agency under Section 501(c)(3) of the Internal Revenue Code, or a comparable government-sponsored youth or social services agency. In all cases, the Licensee must not derive a profit or otherwise benefit financially from The Clubhouse program. The Licensee must promptly notify The Clubhouse Network if there is any change in this status or classification.

2. The Licensee will make reasonable efforts to assure that no gifts received from any sponsors of The Clubhouse Network are used in such a manner that they constitute a taxable expenditure, such as would be incurred by a commercial, for-profit enterprise.

E. Licensing Timeframe

The timeframe covering this Agreement is February 1, 2023 to January 31, 2024, and the Agreement is subject to renewal at the end of that time period at The Clubhouse Network's discretion.

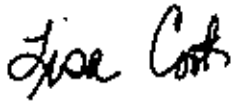
F. Termination

Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure such breach (in the non-breaching party's reasonable discretion) within thirty (30) days of receipt of notice of such breach from the non-breaching party. For the avoidance of doubt, the Licensee's failure to comply with any of the Program Requirements set forth in Section A, above, shall be considered a material breach of this Agreement.

G. Entire Agreement

This document constitutes the entire Agreement between The Clubhouse Network and the Licensee concerning the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both parties. This Agreement may not be assigned or otherwise transferred by the Licensee without the express written consent of The Clubhouse Network. In no event shall The Clubhouse Network or any other sponsor have any liability to the Licensee for incidental, consequential, or other indirect damages.

By: The Clubhouse Network



Signature
Name: Lisa Cook
Title: Executive Director, The Clubhouse Network

1/25/2023
Date

By: Municipality of Bacoor

Signature
Name: Mayor Strike Revilla
Title: Mayor

Date

Exhibit A

The Clubhouse Privacy Requirements

Goals:

1. Protect children from harm
2. Comply with the law

Requirements:

1. **Permission Slip:** Obtain a signed permission slip from a parent or guardian of each participating child.
2. **Privacy Education:** Explain to the participating children the dangers of sharing their Personal Information (defined below). Instruct the children to discuss the issue with their parents. Instruct the children that they should not include any Personal Information in their postings to The Clubhouse Internet website, and they should not submit Personal Information while surfing the Internet at The Clubhouse.
3. **Web Page Creation:** Clubhouse Web pages must be reviewed to make certain they do not include Personal Information.
4. **No Ongoing Posting:** Children should not have the ability to post content to The Clubhouse Web site from locations outside The Clubhouse. The Web site should not include links to external Web sites, which may include a child's Personal Information (e.g., a child's Google+).
5. **Limited Information:** Limited Personal Information (photograph, e-mail address) may be posted on the password-protected Clubhouse Village Intranet, or other materials that will not be shared publicly. However, these pieces of Personal Information must be called out on the parent/guardian permission slip.
6. **Personal Information:** Personal Information is any information that could be used to locate or identify a particular child. The following are examples of Personal Information, which should not be included in any Web Page:
 - a. Photographs, unless they have been altered so they cannot be used to identify the child
 - b. Last name
 - c. Teacher's name
 - d. E-mail address
 - e. Home address
 - f. Phone number
 - g. Social security number

h. Other information that could be used to locate a child (e.g., I play third base for the Main Street Bomber's Little League Team, and we practice every Tuesday at 4 pm at Lincoln Park.)

Exhibit B

"Assessment and Planning" Reporting Requirements

The Clubhouse Assessment and Planning process is designed to identify areas of strengths and weakness at a Clubhouse, and to help the Clubhouse and its parent organization (Community-based Organization, CBO) improve the overall quality of the Clubhouse program and ensure its sustainability. In particular, the process aims to assess whether a Clubhouse and its parent organization are working toward the goals of The Clubhouse learning model and the terms and conditions of The Clubhouse licensing agreement (and funder grant agreements, as appropriate).

The Licensee must provide semi-annual reports that briefly address the topics below. Reports must be submitted within 10 (ten) business days from the end of each period. An on-line form provides details on the information required.

1. Clubhouse goals and learning model
2. Youth programming in the Clubhouse
3. Staff and volunteer skills, training, and development
4. Organization support
5. Financial administration and planning
6. Attendance statistics