



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA

City Mayor

CITY RESOLUTION NO. 2026-995

Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE REGION IV-A FOR THE IMPLEMENTATION OF THE 16TH CYCLE OF THE SUPPLEMENTARY FEEDING PROGRAM.

Sponsored by:

Hon. Horacio M. Brillantes, Jr.

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Palm Angel S. Buncio, Hon. Catherine Sarino-Evaristo, Hon. Manolo S. Galvez, Jr., Hon. Rogelio M. Nolasco, and Hon. Ricardo F. Ugalde.

WHEREAS, the Department of Social Welfare and Development (DSWD) is the government agency primarily responsible in delivering coordinated social protection services aimed at eradicating poverty.

WHEREAS, the Supplementary Feeding Program (SFP) aims to provide additional food to the usual meals of the children enrolled in public/ local government unit run Child Development Center (CDCS) and Supervised Neighborhood Play Groups (SNPs) who are two years old and above. It is also part of the DSWD's contribution in the early childhood care and development program of the government.

WHEREAS, the City Government of Bacoor is a partner of the DSWD in the expeditious delivery of social services to the public and assists in the implementation of the 16th cycle of the Supplementary Feeding Program (SFP) for Public Day Care Centers (PDCCS) or Child Development Centers (CDCs), public kindergarten and elementary schools in the City of Bacoor.

WHEREAS, the DSWD Field Office for Region IV-A and the City Government of Bacoor intends to execute a Memorandum of Agreement that would allow the city government to submit a master list of beneficiaries/children who would benefit under the said program and that would serve as a basis for funding allocation for the Calendar Year 2026-2028 SFP implementation.





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City Councilor- SK Federation President

Attested by:

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

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor



WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for approval and consideration. The proposed MOA is deemed incorporated and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Horacio M. Brillantes Jr., unanimously seconded by the rest of the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign a MOA on behalf of the City Government of Bacoor with the DSWD Field Office Region IV-A for the implementation of the 16th Cycle of Supplementary Feeding Program of the DSWD in the City of Bacoor.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DSWD Field Office Region IV-A, and all government agencies concerned with copies of this Resolution.

APPROVED by the 6th Sangguniang Panlungsod of the City of Bacoor on the 20th day of April 2026 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law by the 6th Sangguniang Panlungsod of the city of Bacoor, Cavite.

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

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____ 20__ at _____, by and between:

The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD), a national government agency duly organized and existing under the laws of the Philippines with principal office address at the DSWD Central Office, IBP Road, Batasan Pambansa Complex, Constitution Hills, Quezon City, Philippines 1126, through its FIELD OFFICE IV-A, with the office address at Alabang-Zapote Rd., Alabang, Muntinlupa City, Philippines 1770, and represented by its REGIONAL DIRECTOR, BARRY R. CHUA, MD (hereinafter referred to as the "DSWD");

and

The LOCAL GOVERNMENT UNIT OF _____ duly organized under the existing laws of the Republic of Philippines, with address at _____ herein represented by its LOCAL CHIEF EXECUTIVE, (NAME), (hereinafter referred to as the "LGU");

WITNESSETH

WHEREAS, pursuant to Republic Act (RA) No. 11037 also known as "Masustansyang Pagkain Para sa Batang Pilipino Act", the Department of Education (DepEd) and the DSWD, in consultation with other National Government Agencies (NGAs), Local Government Units (LGUs), Non-Government Organizations (NGOs), and development partners are mandated to establish a comprehensive National Feeding Program that will address the problem of undernutrition among Filipino children;

WHEREAS, The Department of Social Welfare and Development (DSWD) is the primary government agency mandated to develop, implement and coordinate social protection and poverty-reduction solutions for and with the poor, vulnerable and disadvantaged;

WHEREAS, The Supplementary Feeding Program (SFP) is the provision of food in addition to the regular meals targeting all children enrolled in public/LGU run Child Development Center (CDCs) and Supervised Neighborhood Play Groups (SNPs) two years old and above, pursuant to DSWD Memorandum Circular no. 26 series 2024;

WHEREAS, Section 4(a) of RA No. 11037, provides that one of the components and coverage of the National Feeding Program is the SFP for Day Care Children. The DSWD in coordination with the LGUs concerned shall implement a supplemental feeding program for undernourished children with ages three (3) to five (5) years. The SFP shall include the provision of at least one (1) fortified meal for a period of not less than one hundred twenty (120) days in a year;

WHEREAS, Section 4(c) of R.A. No. 11037 provides that the national government agencies shall coordinate with the Department of Agriculture, the National Dairy Authority (NDA), Philippine Carabao Center (PCC), and the Cooperative Development Authority for the incorporation of fresh milk and fresh milk-based food products in the fortified meals and cycle menu in accordance with R.A. No. 8976, otherwise known as the "Philippine Food Fortification Act of 2000;

BARRY R. CHUA, M.D.
Regional Director

JOSEFINA R. OLIVA
Regional Accountant

MARVIC E. ELNAR
OIC-Division Chief, Protective Services Division

<NAME OF LCE>
City/Municipal Mayor

<NAME OF ACCOUNTANT>
City/Municipal Accountant

<NAME OF C/DSWD>
City/Municipal Social Welfare and Development Officer

BARRY R. CHUA, M.D.
Regional Director

WHEREAS, Republic Act No. 12199, otherwise known as *Early Childhood Care and Development System Act* establishes a structured and comprehensive social service delivery system grounded in professional social work practice, mandating holistic assessment, coordinated case management, inter-agency collaboration, and systematic planning, monitoring, and evaluation.

WHEREAS, Pursuant to Republic Act No. 7610, otherwise known as the *Special Protection of Children Against Abuse, Exploitation and Discrimination Act*, the State shall provide special protection to children against neglect and conditions prejudicial to their development, including deprivation of adequate nutrition; thus, the implementation of the Supplementary Feeding Program (SFP), Milk Feeding Program (MFP), and related case management interventions under this Agreement is consistent with the State's mandate to safeguard children's rights to survival, protection, and development.

WHEREAS, Volume 1-B, Item XXIII (A) under the Organizational Outcomes (OOs) or Performance Indicators (PIs) of the General Appropriation Act of 2025 stated that the target outcome indicator of SFP is 70% of malnourished children in CDCs and SNPs with improved nutritional status;

WHEREAS, Government Procurement Policy Board (GPPB) Resolution No. 18-2021 entitled "Guidelines for the Conduct of Community Participation in Procurement", institutionalizes the procedure for direct purchase of Agricultural and Fishery Products from Local Farmers and Fisherfolks. This is without prejudice to other procurement modalities that may be prescribed under the provisions of the following laws: [i] RA No. 11037 or the "Masustansyang Pagkain para sa Batang Pilipino Act"; [ii] RA No. 11148 or the "Kalusugan at Nutrisyon ng Mag Nanay Act"; [iii] RA No. 11321 of the "Sagip Saka Act"; and [iv] Any other law or government program which may thereafter require the participation of community groups.

WHEREAS, Book I, Title I, Chapter I, Section 17(b)(2)(iv), Chapter II of the RA No. 7160 or the Local Government Code of the Philippines provides for the roles of the Municipality in the delivery of social welfare services which include the programs and projects on child and youth welfare, family and community welfare, women's welfare, welfare of the elderly and disabled person; community-based rehabilitation programs for vagrants, beggars, street children, scavengers, juvenile delinquents, and victims of drug abuse; livelihood and other pro-poor projects; nutrition services; and family planning services;

WHEREAS, by virtue of Sangguniang Resolution No. _____, the LGU, duly represented by its Local Chief Executive, agrees to enter to into a Memorandum of Agreement with the DSWD for the implementation of SFP and MFP;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree to undertake the program under the following terms and conditions:

I. OBJECTIVES

This MOA aims to establish and ensure the successful implementation of the SFP and Milk Feeding Program (MFP) by the LGU in line with the current laws and guidelines of the program.

II. ROLES AND RESPONSIBILITIES:

- 1. DSWD shall:

SOCIAL PREPARATION

- a. Conduct program orientation regarding the implementation of the program such as but not limited to updates on implementation guidelines, integrated

JOSEFINA R. OLIVA
Regional Accountant

MARVIC, ELNAR
OIC-Division Chief, Protective Services Division

<NAME OF LCE>
City/Municipal Mayor

<NAME OF ACCOUNTANT>
City/Municipal Accountant

<NAME OF C/MISWDO>
City/Municipal Social Welfare and Development Officer

BARRY R. CHUA, M.D.
Regional Director

JOSEFINA R. OLIVA
Regional Accountant

MARIV C. ELNAR
Chief, Protective Services Division

social case management, encoding of beneficiaries in the database, policies and procedures including the procurement process under Negotiated Procurement-Community Participation whenever applicable;

- b. Inform the LGU, through a letter, of the start of submission of documentary requirements for the conduct of the program. The required documents must be submitted within fifteen (15) calendar days from the receipt of the letter;
- c. Provide a Certificate of Availability of Funds (CAF) once SFP fund to be downloaded is obligated to initiate the procurement process of the locality.
- d. Release funds to the LGU based on the number of beneficiaries stipulated in the approved Project Proposal submitted annually and on pertinent provision of Commission on Audit (COA) Circulars 94-013 dated December 13, 1994, COA Circular No. 2016-002 dated May 31, 2016 and 2017-002 dated October 25, 2017;
- e. Designate a Focal Person for the SFP to provide guidance and technical assistance to the Local Social Welfare & Development Officers (LSWDO), CDC/SNP workers, Day Care Workers Federation (DCWF) and Day Care Service Parent Group (DCSPG) and other local organizations involved in the implementation of the Program;

IMPLEMENTATION

- a. Manage and coordinate/supervise the implementation of the SFP in the region;
- b. Closely monitor the fund management, utilization, distribution, program implementation, case management for malnourished children and respond to operational concerns of the LGUs Day Care Workers Federation (DCWF), Day Care Service Parent Group (DCSPG), Supervised Neighborhood Playgroup (SNP), Parents Group, Child Development Centers (CDC), Day Care Workers (DCW), SNP Workers;
- c. Consolidate the LGU reports and submit monthly physical accomplishment and financial report detailing the utilization of funds to the Central Office - Protective Services Bureau, no later than the 5th day of each month following the end of the reporting period;

POST IMPLEMENTATION

- a. Conduct a regional review and evaluation at the end of the implementation period of each cycle; and
- b. Acknowledge and Issue Official Receipt for any unused/excess funds transferred to LGU.

2. LGU shall:

2.1 Hot Meals Implementation

SOCIAL PREPARATION

- a. Submit the pertinent documents as the basis for the release of the fund allocation for the CY2026 to CY2028 SFP implementation.

Name of Document/s	Expected Date of Submission
1.	
Summary or Final Enrollment List of Children with Anthropometric Assessment	2 weeks before the actual implementation

<NAME OF LGU>
City/Municipal Mayor

<NAME OF ACCOUNTANT>
City/Municipal Accountant

<NAME OF C/MSWDO>
City/Municipal Social Welfare and Development Officer

Consequently, the LGU shall ensure compliance with the deadline set for the submission of the aforementioned documents;

- b. Issue Official Receipt to DSWD Field Office IV-A as acknowledgement of the fund transfer made either through Check or Journal Entry Voucher (JEV) or through Advice Debit Account (ADA);
- c. Maintain a separate subsidiary record for each account;
- d. Submit masterlist of children identified with nutritional status and food restrictions or intolerance i.e. lactose intolerance, for consideration in the preparation of cycle menu and for allocation of fresh milk or fresh milk-based products;
- e. Prepare a cycle menu that includes hot meals and alternative food products, and maximizes the use of locally available resources, for review and approval of the Field Office;
- f. Utilize CAF issued by the FO and initiate the procurement process short of award while waiting for the actual disbursement of fund as stipulated in the GPPB Resolution Circular No. 09-2015 or the "Guidelines Reiterating the Procedures to be Adopted in Undertaking Procurement Activities Prior to the Approval of the GAA or Receipt Obligational Activities Issued by DBM" to avoid delay in the program implementation;
- g. Claim cheques within fourteen (14) working days for Geographically Isolated and Disadvantaged Areas (GIDAs) and seven (7) working days for other LGUs;
- h. Commence procurement activity within thirty (30) days from receipt of the funds transferred by the DSWD, in accordance with the existing procurement laws, such as but not limited to R.A. No. 12009 and its implementing rules and regulations, as well as resolutions and other applicable budgeting, accounting and auditing rules and regulations for the granting, utilization and liquidation of cash advances;
- i. Promote food and nutrition security by supporting accredited farmers and fisherfolks cooperatives and Community Based Organizations (CBOs) by prioritizing NPCP as mode of procurement;
- j. Designate the City/Municipal Social Welfare Development Officer (P/C/MSWDO) or a staff member from the P/C/MSWD Office as the Focal Person for the feeding program. The Focal Person will be responsible for providing guidance, technical assistance and support to the DCWF/DCSPG in coordination with the City/Municipal Nutrition Action Officer (C/MNAO). Additionally, the Focal Person shall ensure that updates on the implementation of the SFP and case management of malnourished children are included in discussions during Local Nutrition Committee (LNC) meetings for the provision of other support services. Moreover, the Focal Person may collaborate with the identified Social Worker or Children in Needs of Special Protection (CNSP) focal relative to the case management of malnourished children.

IMPLEMENTATION PHASE

- a. Implement the program upon receipt of the commodities/funds without unreasonable delay as early as April until end of November within the calendar year, in accordance with the terms and conditions stipulated herein and as required under DSWD Memorandum Circular no. 26 series 2024 and its amendment which may thereafter be released;
- b. The P/C/MSWDO focal person shall be responsible for providing both administrative and technical assistance in the implementation of the SFP, as well as overseeing the establishment and organization of the Parents Committee in each CDCs/SNPs or in the assigned barangay;
- c. The P/C/MSWDO shall ensure that funds allocated for the DCWF/DCSPG and/or parents/guardians are exclusively used for the feeding operation;
- d. Tap the City/Municipal Nutrition Committee to assist in monitoring and providing technical assistance to the implementers of the Program monthly. The City/Municipal Health Office may also assist in providing Vitamin A Supplementation of the DOH and deworming to the target beneficiaries (children 2-5 years old);
- e. Whenever necessary, provide additional support for the implementation of the feeding program at the city/municipal and barangay level, either through cash or in kind contributions, if the number of identified beneficiaries exceeds the target allocation, as well as for other SFP-related activities, in accordance with Section 7, of RA No. 11037;
- f. Maintain a book of accounts that is open for inspection by any authorized representative of the DSWD and/or the auditor in charge in accordance with existing COA regulations;
- g. Implement strict guidelines to monitor children's physical development by conducting pre-feeding and post-feeding measurements of beneficiary children, ensuring accurate and comprehensive assessment; and
- h. Consolidate and submit a monthly physical and financial accomplishment report on the SFP implementation every twenty-fifth (25th) day of the following month to the DSWD for consolidation, with a copy furnished to the Provincial Office.
- i. Conduct of Parent Effectiveness Service Modules to the parents of the children beneficiaries and ensure that all modules are conducted within the implementation of SFP for minimum of 120 days up to maximum of 180 days depending on the approved feeding days set by the GAA;
- j. Support and continue the initial case management to be conducted by DSWD FO Social Worker for identified malnourished children through provision of additional interventions such as but not limited to provision of additional feeding days, additional food ration, and other appropriate interventions based on assessment.
- k. Ensure complete encoding of beneficiaries' information in the SFP database based on the Timelines of Encoding, if applicable
- l. Savings incurred by the LGU in the TOF modality may be utilized for the following purposes (in order of priority):
 - 1. Additional target children for hot meals or milk;

2. Extension of feeding days for hot meals or milk;
3. Purchase of measuring equipment;
4. Purchase of eating and cooking utensils;
5. Recalibration of measuring equipment, and
6. Other administrative costs are provided with justification and subject for the approval of the DSWD Central Office

The modifications must be coordinated with the FO and based on the existing financial guidelines by the Department.

POST IMPLEMENTATION

- a. Liquidate all the transferred funds on or before the end of December of the calendar year. To ensure 100% liquidation the LGU need to submit the Report of Checks Issued and the Report of Disbursements, duly be certified by the LGU accountant and approved by the Head of the Province, City, Municipal LGU, in accordance with Commission on Audit (COA) Circular No. 94-013 and COA Circular No. 2023-004.
- b. Return to DSWD all the excess funds and refund all and/or any unused funds within thirty (30) days after the completion of the program pursuant to COA Circular No. 94-013 entitled "Rules and Regulations in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies";
- c. Submit the required reports, such as the Terminal Report of the concluded feeding implementation, which includes the following, but is not limited to: assessment of physical, financial, and nutritional status, and case management of malnourished children of identified LGUs only, conduct PES, good practices, challenges encountered, and recommendations.

2.2 Milk Feeding Program Implementation *(for identified LGUs with Milk Feeding)*

SOCIAL PREPARATION

- a. Submit masterlist of children identified for allocation of fresh milk or fresh milk-based products;
- b. Designate a staff from C/MSWD Office to inspect and check the quality and quantity of the milk delivered;
- c. Ensure availability of cold storage equipment that meets the standards of PCC or NDA to preserve the quality of the fresh milk and fresh milk products;

IMPLEMENTATION PHASE

- a. Implement the program together with SFP upon receipt of the commodities/funds without reasonable delay within April to November of the current year;
- b. Assist the DSWD and provide the counterpart cost in the delivery of goods and for appropriate storage of pasteurized milk from the municipality to the barangays (CDCs);
- c. Ensure that the pasteurized milk is delivered to the CDCs in an ice chest or styro box, filled with enough milk bottles or pouches, which must be clean, free from leaks or tears and in good quality when delivered;

- d. Check that milk bottles/pouches must be clean, free from leaks/ tears and in good quality upon delivery. Signs of spoilage in milk include bulging of packs, sour odor, off flavor, slimy or viscous consistency, curdling with lumps, and a yellowish color in unflavored milk.

POST IMPLEMENTATION

- a. Submit the required reports, such as but not limited to the Terminal Report which includes physical accomplishments, nutritional status of children provided with milk, good practices, challenges encountered, and recommendations.

III. ACCOUNTABILITY

This agreement shall be observed and complied with by all PARTIES. Upon receipt of the fund transferred, the LGU shall implement the SFP for a minimum of 120 feeding days and may increase to a maximum of 180 days or more feeding days, subject to the availability of funds within the Calendar Year in accordance with the terms and conditions stipulated herein and as required under DSWD Memorandum Circular No. 26 s. 2024 and its amendment which may thereafter be released. Failure on the part of any party to comply with the provisions of this Agreement will warrant its discontinuance without prejudice to the filing of appropriate administrative and/or criminal actions against responsible officers and employees of the erring party and the LGU may not be prioritized to be included in the next feeding cycle.

IV. DISPUTE RESOLUTION

Any dispute or disagreement of any kind whatsoever arising from any interpretation, implementation or violation of the terms and conditions of this Agreement shall, as far as practicable, be submitted to, mutual consultation and negotiation. If the Parties fail to amicably resolve a dispute within thirty (30) days of its occurrence, they shall exhaust alternative modes of dispute resolution, such as but not limited to conciliation, mediation and arbitration, before resorting to litigation.

In case of conflict between the Parties, arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute within thirty (30) working days from notice by the other Party of such conflict.

Should the Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the Alternative Dispute Resolution (ADR) Law of 2004. However, should the dispute between the Parties reach the courts of law, the parties agree that the proper courts of Quezon City shall have exclusive jurisdiction over the same.

V. AMENDMENTS

The MOA may be amended or revoked only upon mutual agreement of both parties, provided that such amendment or revocation shall be made in writing and covered by a Supplemental Agreement signed by both Parties, which shall be deemed incorporated as an integral part of this MOA.

VI. EFFECTIVITY

This MOA shall take effect upon signing of the PARTIES and shall remain valid and existing from CY2026 to CY2028, provided it shall not to exceed the Extended Payment Period, as stated further under the applicable GAA General Provisions, unless otherwise revoked or terminated by either one of the parties.

VII. TERMINATION

Either Party may terminate this Agreement, in whole or in part, by giving at least one (1) month advance written notice to the other Party specifically indicating therein the cause of termination.

VIII. DEFAULT, DELAY, BREACHES

In cases of default, delay or breach, the Defaulting Party shall mean, with respect to the aggrieved party, the occurrence of any one or more of the following:

1. Failure to make, when due, any transfer of funds to the aggrieved party required pursuant to the terms of the Agreement, if such failure is not remedied within five (5) working days after the Defaulting Party receipt of the written notice of such transfer;
2. Any representation or warranty made by the Defaulting Party herein is false or misleading in any material respect when made or when deemed made or repeated and has a material adverse effect on the transactions contemplated by this Agreement; and
3. Failure to perform any material obligation outlined in this Agreement, if such failure is not remedied within five (5) working days after the Defaulting Party's receipt of written notice thereof.

Any delay or failure in performance hereunder by either party shall be excused if, and to the extent caused, by occurrences beyond such party's control, including but not limited to restraints of the government, acts of God, force majeure, sabotage or any cause whether similar or dissimilar to those already specified which cannot be controlled by such party.

The Aggrieved Party shall deliver to the Defaulting Party a Notice ("Notice of Default, Delay or Breach") specifying the reasonable detail of the event of default. If within thirty (30) days after the receipt of the Notice of Default, Delay or Breach by the Defaulting Party, the Event of Default has not been remedied, the Aggrieved Party may terminate this Agreement and pursue any remedy available to it under this agreement.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Aggrieved party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than thirty (30) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate this Agreement; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) Suspend performance.

IX. REPRESENTATION AND WARRANTIES

Each Party represents and warrants that:

- a. It has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder;
- b. it shall comply with its privacy policy and shall not engage in any fraud or any deceptive, misleading or unethical or unfair competition practices;
- c. it shall not act in any manner which conflicts or interferes with any existing material commitment or obligation of such Party's performance of its material obligations under this Agreement; and
- d. it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

X. DATA PRIVACY AND CONFIDENTIALITY

The Parties agree that the provisions of Republic Act No. 19173 or the Data Privacy Act of 2012 shall be integrated into this Agreement and upheld, and the same principles of transparency, legitimate purpose, and proportionality shall govern the implementation of this Agreement. No data or information arising from this Agreement shall be disclosed to any third and/or private entity except to the government for the purpose of regulation.

A Data Sharing Agreement may be entered in compliance with the Data Privacy Act of 2012 to support the execution of this Agreement.

XI. SEPARABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

In witness whereof, the parties hereby affix their signature this _____ day of _____, 2026.

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT**

LGU OF

Regional Director
DSWD FO

Municipal Mayor

SIGNED IN THE PRESENCE OF:

Accountant – DSWD FO

Municipal Accountant

Protective Services Division Chief

C/MSWDO Department Head

ACKNOWLEDGEMENT

Republic of the Philippines)
Province/Municipality of _____)

NAME	GOVT ID #	DATE / PLACE ISSUED
HON. STRIKE B. REVILLA	UMID CRN No. _____	
DIR. BARRY R. CHUA, MD		

Before me, this _____ day of _____, 2026, personally appeared:

Who executed the foregoing Memorandum of Agreement consisting of six (6) pages signed on all pages, including this page on which this acknowledgement is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date place first above-written, this _____ day of _____, 2026 at _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____