



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 59th REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JANUARY 22, 2024.

Present:

- | | |
|-------------------------------------|------------------------|
| HON. WILFREDO L. MALONG, SR. | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JOEL L. FAMOR | - ABC President |
| HON. ROMEO D. PARILA | - IPMR |

Absent:

- | | |
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| HON. JUSTONY G. SULATORIO | - SKF President – O.B |
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RESOLUTION NO. 0283-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC., REPRESENTED BY ITS EXECUTIVE DIRECTOR, MR. ELVIN IVAN Y. UY, FOR THE IMPLEMENTATION OF NATIONAL TUBERCULOSIS PROGRAM (NTP) IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter and sign a Memorandum of Agreement on behalf of the LGU-Dumalinao by and between the Philippine Business for Social Progress, Inc., represented by its Executive Director, Mr. Elvin Ivan Y. Uy for the implementation of National Tuberculosis Program (NTP) in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the National Tuberculosis Program (NTP), particularly the Philippine Acceleration Action Plan for Tuberculosis (PAAP TB) is a vital initiative aimed at preventing, controlling, and treating tuberculosis patients;

WHEREAS, the Philippine Business for Social Progress, Inc., is the principal recipient of the Grant provided by The Global Fund to Fight AIDS and, at the same time, a reputable organization committed to social development who is willing to collaborate with the Local Government Unit of Dumalinao for the implementation of the National Tuberculosis Program in the municipality;

WHEREAS, the terms and conditions stipulated in the Memorandum of Agreement (MOA) were thoroughly reviewed by this August body and found to be advantageous and within the capacity of the Local Government Unit of Dumalinao, Zamboanga del Sur;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;


NOW, THEREFORE, premises above-considered, on motion by **HON. JELITO R. PENOÑAL**, the body resolved, as it hereby resolved, to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter and sign a Memorandum of Agreement on behalf of the Local Government Unit of Dumalinao by and between the Philippine Business for Social Progress, Inc., represented by its Executive Director, Mr. Elvin Ivan Y. Uy for the implementation of National Tuberculosis Program (NTP) in the Municipality of Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 22nd day of JANUARY 2024, at Dumalinao, Zamboanga del Sur.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor – Presiding Officer



Republic Of the Philippines
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumalinao

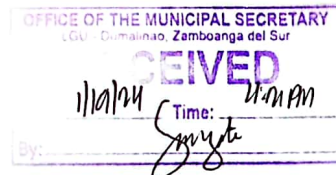
RURAL HEALTH UNIT DUMALINAO

1st ENDORSEMNET

19th JANUARY 2024

Respectfully endorsing to the Sangguniang Bayan of this Municipality thru Hon. Wilfredo Malong, the presiding officer, an endorsement authorizing the Local government unit of Dumalinao to enter into memorandum of agreement with PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC.

PATRICK KEAN L. TOLEDO, MD
Municipal Health Officer



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter referred to as the "Agreement") is made this ____ day of _____ 2024 by and between:

PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at 7th Floor, Citynet Central 1550 Sultan St., Mandaluyong City, Philippines, represented herein by its Executive Director, **Mr. ELVIN IVAN Y. UY**, hereinafter referred to as "PBSP";

- and -

MUNICIPAL GOVERNMENT OF DUMALINAO, a local government unit duly created under and by virtue of Philippine laws with address at Paglaum, Dumalinao Zamboanga del Sur, represented herein by its Mayor, **HON. JUNAFLO R. S. CERILLES**, hereinafter referred to as the "Implementing Partner;

(Collectively referred to as the "Parties")

WHEREAS, PBSP is the principal recipient of the Grant provided by The Global Fund to Fight AIDS, Tuberculosis and Malaria (hereinafter, "The Global Fund") by virtue of the *Grant Confirmation* dated January 1, 2024 to benefit the Program entitled "*Advancing Client-centered Care and Expanding Sustainable Services for TB*" ("ACCESS TB" or the "GF Project"), the goal of which is to reduce the prevalence, incidence and mortality of Tuberculosis in the Philippines;

WHEREAS, one of the key service delivery areas of the GF Project is to support the Philippine Department of Health (DOH) in implementing the National Tuberculosis Program (NTP), particularly the Philippine Acceleration Action Plan for Tuberculosis (PAAP TB);

WHEREAS, the DOH works through Local Government Units, private and public health facilities, hospitals and institutions to effectively and efficiently deliver quality clinical and laboratory services, and Tuberculosis (TB) care and treatment among TB patients covered by the GF Project;

HON. JUNAFLO R. S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

ARNYL ARANETA
Program Director

ELVIN IVAN Y. UY
Executive Director

WHEREAS, the IMPLEMENTING PARTNER is one of the Local Government Units that could effectively and efficiently deliver quality clinical and laboratory services among PMTD patients covered by the GF Project and has in fact been collaborating with PBSP for many years now to provide quality clinical and laboratory services needed by the GF Project;

WHEREAS, the IMPLEMENTING PARTNER shall effectively and efficiently provide quality clinical and laboratory services necessary for the implementation of the GF Project through the following institutions over which the IMPLEMENTING PARTNER exercises control and supervision: **Dumalinao Rural Health Unit** (hereinafter referred to as "Facility" or "Facilities").

WHEREAS, the parties wish to formalize their partnership of providing quality clinical and laboratory services, and TB care and treatment in the implementation of the GF Project;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. Scope and Program

1.1. PBSP and the Implementing Partner hereby agree that they shall work together to deliver TB-related services to qualified TB patients as provided herein below (hereinafter, the "Program"). For the Program, the Implementing Partner will directly support the Philippine Acceleration Action Plan for Tuberculosis (PAAP TB) by overseeing TB operations and activities of which shall focus on the screening, diagnosis, and treatment of TB patients. Further, the Implementing Partner shall work with the DOH-Disease Prevention and Control Bureau (DOH-DPCB), the DOH-Zamboanga Peninsula Center for Health Development (hereinafter, referred to as "DOH-CHD IX") and PBSP through the ACCESS TB Project for the accomplishment of The Global Fund key indicators.

2. Roles and Responsibilities of the Parties

2.1. Unless otherwise specified herein, the Implementing Partner shall perform its roles and make good on its responsibilities and covenants under this Agreement through the Municipal Government of Dumalinao, The Implementing Partner, as an Institution:

2.1.1. Acknowledges that it is a *bona fide* Program Site for the Program and the GF Project ("Program Site"). As a Program Site, the Implementing Partner will exert efforts to make sure that the hospital facilities of the Program Site shall be capable of providing the services the Implementing Partner commits to provide under this Agreement. The Implementing Partner also acknowledges that during the effectivity of this Agreement, PBSP, at its sole discretion, reserves the right to renovate or cause the renovation of the Program Site and/or portions thereof as PBSP sees fit. In the event that PBSP decides to exercise this right, the Implementing Partner shall give PBSP and/or any of its agents and/or contractors

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Executive Director

access to the Program Site in such a way as would allow the proper, timely, and efficient renovation of the Program Site or any portion thereof.

- 2.1.2. Shall ensure the continuous operations of the TB Program even if support for the GF Project has ceased. In this regard, the Implementing Partner shall, as reasonably possible, exert efforts to ensure the continuity of the Program in coordination with the DOH-DPCB.
- 2.1.3. Shall properly acknowledge receipt of any equipment, medical or otherwise, fixed assets, office supplies, medical supplies, and other properties purchased by PBSP for the Program using funds earmarked for the GF Project. Any and all equipment, assets, and/or supplies shall be received by and delivered to the **Dumalinao Municipal Health Office** through its **Municipal Health Officer, Dr. Patrick Kean L. Toledo**. Implementing Partner may direct PBSP to make any such deliveries to any other person, office, unit, or entity apart from the Dumalinao Municipal Health Office through its Municipal Health Officer, Dr. Patrick Kean L. Toledo provided that proper written endorsement and authority are given by the Implementing Partner to PBSP.
- 2.1.4. The Implementing Partner shall secure and retain copies of any and all documents corresponding to such deliveries, which documents shall include but not be limited to turn over documents.
- 2.1.5. Shall maintain a Fixed Asset Registry of all equipment, supplies, materials, and personal properties provided by PBSP for the Program and the GF Project using Project Funds. The Fixed Asset Registry shall be in accordance with the guidelines that PBSP may provide the Implementing Partner from time to time and always in accordance with the Grant Regulations (2014) of The Global Fund To Fight AIDS, Tuberculosis and Malaria (hereinafter, "GF Grant Regulations").
- 2.1.6. The Implementing Partner may assign another person to keep and maintain such Fixed Asset Registry provided that the Implementing Partner shall make sure that such assignee shall comply with PBSP's guidelines and the GF Grant Regulations".
- 2.1.7. Shall ensure, through the Facility Head that the project-based employees hired by PBSP for the Project comply with applicable PBSP HR and financial policies for Project-based employees.
- 2.1.8. Safeguard and ensure that any and all equipment, medical or otherwise, fixed assets, office supplies, medical supplies, and other properties purchased by PBSP for the Program using funds earmarked for the Project are only being used for and in relation to the Program and the Project.

HON. JUNAFLO R S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
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Executive Director

2.2. The Implementing Partner, through the facility, shall perform services as Rapid TB Diagnostic Laboratory (RTDL) and an Administrative Overseer. As such, the Implementing Partner shall be responsible for the following:

2.2.1. The Implementing Partner warrants that Dumalinao RHU, as a **Rapid TB Diagnostic Laboratory (RTDL)**, shall:

- a. Oversee and manage the day-to-day operations of the RTDLs, ensuring that DOH-approved protocols and approved guidelines in the use of the GeneXpert (GX) machine as provided in Annexes A and B hereof are followed;
- b. Release GX results within one (1) day from the time specimen is received for processing;
- c. Provide an organic staff who will operate the GX machine and ensure that the said staff is trained to perform the Xpert MTB/Rif Ultra, Xpert MTB/XDR, Xpert HIV viral load, Xpert HPV, Xpert HBV viral load and other disease assays as recommended by the GeneXpert optimization plan of the DOH. Annexes D, E and F are attached herewith to provide guidelines in the additional Xpert services.
- d. Ensure uninterrupted provision of GX services, as well as, safety and security of the GX machine and equipment in the RTDL and report immediately all issues (e.g. technical problems, etc.) encountered during the operation of the GX machine;
- e. Ensure that the GX services are provided free of charge to all patients as stipulated in the DOH protocol;
- f. Coordinate regularly with ICC and laboratories as may be necessary during transport of specimens, and for the timely release of results;
- g. Ensure the confidentiality of patient personal information, medical records, and test results;
- h. Submit accurate and timely programmatic reports to DOH, NTRL and PBSP;
- i. Participate in monitoring, evaluation, accountability, learning and supervision activities conducted by the DOH, Lung Center of the Philippines (LCP), NTRL and PBSP; and
- j. Prepare and provide program-related documents and presentations, as may be required by the DOH, NTRL, PBSP and/or The Global Fund.

2.2.2. The Implementing Partner warrants and ensures that as an **Administrative Overseer**, it shall:

- a. Maintain the upkeep of RTDL fixtures and equipment provided by the GF Project;

HON. JUNAFLO S. CERILLES
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- b. Ensure programmatic and administrative operations are regularly monitored, assessed and evaluated;
- c. Safeguard all the Project assets and maintain assets registry based on the PBSP guidelines and templates; and
- d. Ensure that the Facility secures the consent of patients for testing, diagnostics, and treatment under the GF Project.

2.3. PBSP shall be responsible for the following:

2.3.1. PBSP reserves the right to make assessments to the Program Site as it deems appropriate, to check if the Program Site continues to be compliant with its intended specifications.

2.3.2. For the **RTDL**, PBSP shall:

- a. Ensure that all identified GX operators are duly trained by the NTRL and/or DOH-CHD;
- b. Provide laboratory supplies, equipment, office furniture and fixtures as necessary in accordance with the approved budget of The Global Fund;
- c. Facilitate installation of the project-owned laboratory equipment;
- d. Facilitate and ensure preventive and corrective maintenance of laboratory equipment provided by PBSP for the GF Project; and
- e. Ensure the uninterrupted provision of laboratory supplies.

2.3.3. For **administrative, financial, and logistics matters**, PBSP shall:

- a. Conduct regular monitoring and random on-site verification and validation of the programmatic and financial reports submitted by the Implementing Partner;
- b. Provide feedback and recommendations based on the findings from the monitoring and evaluation activities conducted;
- c. Review the operational expenses incurred from the operations of the RTDL;

3. Warranties

3.1 The Implementing Partner shall ensure that in the implementation of this Agreement, all persons and entities under its control, including the facility and any and all organic personnel, staff, employee, officer, whether performing medical or non-medical functions, under its employ and rendering work pursuant to and in relation to this Agreement, shall comply with applicable laws, rules and regulations when carrying out Program activities. The Implementing Partner likewise guarantees that the facility shall perform all their obligations under this Agreement and understands that it shall be accountable to PBSP should any of the facility fail(s) to perform their respective obligations under this Agreement.

HON. JUNAFLO R. S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
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Executive Director

3.2 Fixed Assets Management. - The Implementing Partner shall ensure that it and Facility, as the case may be, shall maintain appropriate records of all fixed assets provided by PBSP under this Agreement and purchased using Program funds. The Implementing Partner warrants that any and all such fixed assets shall be used solely for Program purposes. Title to goods or other property financed by the Global Fund through PBSP under this Agreement shall be vested in PBSP, unless PBSP directs that title be transferred to the Global Fund or another entity nominated by the Global Fund.

3.3 Right of Access. - The Implementing Partner and/or Facility shall permit and ensure that authorized representatives of PBSP and/or the Global Fund, their agents or any other third party authorized by PBSP and/or the Global Fund, access at all times to: (i) Program Books and Records or any other documentation related to the program held by the Implementing Partner, and/or the Facility, as the case may be; (ii) the premises of the Implementing Partner and/or the Facility, as the case may be where the Program Books and Records are kept or where Program activities are carried out; (iii) other sites where Program-related documentation are kept or Program activities are carried out; and (iv) all personnel of the Implementing Partner and/or Facility, as the case may be, who are being paid by funds provided by PBSP and the Global Fund.

3.4 Responsibility for Loss or Theft. - The Implementing Partner acknowledges that it has sole custody and control over all medical and/or non-medical equipment, supplies, or funds (if any) provided by PBSP for the Project. In this regard, the Implementing Partner shall be liable for any loss, theft, misappropriation, misuse, damage to the equipment, supplies, any items purchased pursuant to this Agreement with funds provided by PBSP, including but not limited to the GX machine, computer desktop, air-conditioning unit, and other medical and/or non-medical equipment. Immediately upon discovery of any such loss, theft, misappropriation, misuse or damage, the Implementing Partner shall submit the following documents to PBSP: (1) Incident Report, (2) Police Report, and (3) Affidavit of Loss, **and if found negligent** by PBSP, the Implementing Partner shall be liable to pay or replace the lost, misappropriated, misused, stolen, or damaged item(s) based on the prevailing fair market value.

3.5 The Implementing Partner hereby acknowledges and agrees that PBSP shall have the right, in its sole discretion, to pull out any project-owned equipment or machinery as deemed necessary, for re-assignment to other Program Sites in the country.

HON. JUNAFLO R S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

ARNYL ARANETA
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Executive Director

3.6 To assist the Facility in the implementation of this Agreement, PBSP shall issue implementation letters from time to time that shall provide additional information and guidance on matters provided in this Agreement.

3.7 The Implementing Partner warrants that PBSP shall have the right to publish or disseminate information derived from the implementation of this Program.

4. Common Program Provisions

4.1 Revenue Clause. - The Parties agree that all equipment, supplies, drugs, and other commodities purchased or provided pursuant to this Agreement shall be used solely for Program use following the NTP protocols. No income shall be generated from such equipment, supplies, drugs, and other commodities provided for the Program, unless otherwise stipulated in this Agreement. Except as otherwise provided in the Agreement, the Implementing Partner shall be responsible to ensure that services provided under this Agreement shall be free of charge.

4.2 Evaluation. - The Parties agree that PBSP and/or The Global Fund may conduct or commission evaluations of the Program, or of specified Program activities, implementing structures, or other Program issues. PBSP and/or The Global Fund shall specify the terms of reference for any evaluation, and an appropriate evaluation schedule.

4.3 Usufruct. - PBSP may grant the Implementing Partner and/or the Facility a revocable usufruct to the GF Project properties and assets with possession, use and the right of management to be enforced upon signing of this Agreement and which shall be valid for a period coterminous with the term of this Agreement, unless revoked earlier by PBSP in its sole discretion. After such period, PBSP may issue a deed of donation to the Implementing Partner and/or Facility subject to approval of the Global Fund.

4.4 Liability. - The Implementing Partner acknowledges that apart from the restrictions provided under this Agreement, it shall be responsible for any loss, damage, injuries, accidents, expenses, actions, proceedings and demands that may be brought/charged by third persons against PBSP, except those proven by concrete evidence to have been directly caused by the fault or gross negligence of PBSP or its assigned project employee. Further, the Implementing Partner shall keep PBSP, both during and after the term of this agreement, fully and effectively indemnified against such loss, damage, injuries, accidents, expenses, actions, proceedings and demands.

5. Effective Date and Term

5.1 This Agreement shall be effective upon execution by all Parties, and shall remain valid for all phases of the GF Project. The initial phase of the GF Project is for the period from January 01, 2024 to December 31, 2024. The next phase of the GF Project shall be for the period from January 01, 2025 to December 31, 2025, while the final phase of the GF Project shall be from January 1, 2026 to December 31, 2026.

ELVIN IVAN Y. UY
Executive Director

ARNYL ARANETA
Program Director

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

HON. JUNAFLO S. CERILLES
Municipal Mayor

5.2 PBSP may terminate or suspend this Agreement in whole or in part, at any time should the funds earmarked for the Program become insufficient and/or funding from The Global Fund stops for any phase of the ACCESS TB Project upon written notice to the Implementing Partner. PBSP may also terminate this Agreement, in whole and in part, for any other reason which it shall determine in its sole discretion, upon written notice to the Implementing Partner. The Implementing Partner may also terminate this Agreement, in whole or in part upon prior written notice to PBSP within ninety (90) days from the date of termination, unless PBSP asks for reasonable extensions thereof. Any portion of this Agreement that is not terminated or suspended by PBSP shall remain in full force and effect.

5.3 Upon full or partial termination of this Agreement, or the expiration of the Term, the Implementing Partner shall, among other procedures that may be requested by the PBSP:

- a. Immediately return to PBSP any funds received from PBSP that have not been expended by the Facility as of the effective date of the termination or the expiration of the Term, if applicable;
- b. Provide PBSP a final audited financial report of the Program, if applicable;
- c. Provide PBSP an inventory of all assets and receivables purchased with the funds provided by PBSP pursuant to this Agreement; and
- d. Upon request of PBSP, the Implementing Partner shall provide a plan (prepared in consultation with the NTP) for the use of all assets and receivables, if any.

6. Miscellaneous Provisions

6.1 Warranties - The Parties each represent and warrant that: they have full power and authority to enter into and perform their respective obligations under this Agreement, and that all necessary corporate actions, consents and approvals for the execution of this Agreement have been performed and obtained. Upon execution, this Agreement and its terms shall constitute legal, valid, and binding obligations of each of the Parties, enforceable under its terms.

6.2 Notices - All notices and other communications for this Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by electronic mail or facsimile transmission (receipt confirmed) during normal business hours of the recipient, or on the third business day following mailing, if mailed by registered mail, in each case addressed as follows (or as may be notified by either Party to the other from time to time):

Party: Philippine Business for Social Progress, Inc.
Address: Unit 701 Citynet Central 1550 Sultan St.,
Mandaluyong City, Philippines
Fax No.: (02) 8527-3743
For the Attention of: The Executive Director

Company: MUNICIPALITY OF DUMALINAO
Address: Paglaum, Dumalinao, Zamboanga del Sur
For the Attention of: HON. JUNAFLO R. S. CERILLES

6.3 The Implementing Partner acknowledges that it is obliged to abide by the Grant Regulations (2014) of The Global Fund to Fight AIDS, Tuberculosis and Malaria. In this regard, the Implementing Partner warrants that it, its officers, employees, staff, and personnel have fully read the Grant Regulations (2014) and that it shall keep itself and its officers, employees, staff, and personnel abreast of any and all amendments to the Grant Regulations and related regulations available at The Global Fund's Internet Site. The Implementing Partner further warrants that it shall comply with the Grant Regulations (2014) and shall fully cooperate with PBSP to ensure that the Parties are able to comply with the Grant Regulations (2014).

6.4 Assignment. - Neither Party shall assign or transfer any of their rights, interests or obligations under this Agreement without the prior written consent of the other Party.

6.5 Arbitration. - In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, either party may send a written notice to the other Party for amicable settlement, and the Parties shall attempt to settle the matter amicably by mutual discussions in good faith within a period of sixty (60) days from receipt of the written notice. In case the Parties are unable to resolve the matter amicably, such dispute shall be settled by arbitration in accordance with Philippine Dispute Resolution Center, Inc.'s Arbitration Rules as at present in force. The place of arbitration shall be at the City of Mandaluyong, Metro Manila, Philippines. The language to be used in the arbitral proceedings shall be English. The foregoing notwithstanding, each Party shall have the right to seek urgent interlocutory and/or injunctive relief at any time.

In an event of a violation of the arbitral award and its enforcement, any legal action, suit, or proceeding arising out of or in relation to the same, shall be instituted in any competent court in the City of Mandaluyong, to the exclusion of other courts, and following the laws of the Republic of the Philippines.

6.6 Construction. - The interpretation, construction and the remedies for enforcement or breach of this Agreement are to be applied pursuant to, and in accordance with the laws of the Republic of the Philippines.

6.7 Severability. - In the event that any portion or provision of this Agreement shall be declared invalid or unenforceable by any competent court of law, such declaration shall not affect the validity or enforceability of the other portions or provisions of this Agreement. Any invalid or unenforceable portion shall be deemed severed from this Agreement.

HON. JUNAFLO R. S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

ARNYL ARANETA
Program Director

ELVIN IVAN Y. UY
Executive Director

6.8 Modifications/Amendments. - No modification or amendment of this Agreement shall be valid unless made in a written Implementation Letter signed by duly authorized representatives of both Parties.

6.9 Data Privacy

6.9.1 In the performance of their obligations under the MOA, the Parties may provide, gain access to, obtain, or process personal data and sensitive personal of individuals as defined by the Data Privacy Act of 2012 that may be used by the Parties or in combination with other available information (hereinafter, "Personal Data").

6.9.2 The Parties, and their respective officers, employees, and agents shall ensure the privacy and protection of all Personal Data, and shall ensure that proper safeguards are in place for this purpose, and shall prevent any use of Personal Data for unauthorized purposes. The Parties further agree that they shall comply with all applicable laws and regulations concerning data privacy and protection issued by the government and its agencies including but not limited to Republic Act No. 10173 or the Data Privacy Act of 2012.

6.9.3 The Parties shall not use Personal Data received, accessed or processed pursuant to the MOA for any purpose other than as specified in the MOA. If the MOA in any way authorizes a Party to process Personal Data, such Party shall not process it in a way that is incompatible with the purposes for which it was collected. The Parties shall not disclose Personal Data to any third party other than their (i) employees who have a legitimate need to know such Personal Data in furtherance of a Party's obligations under the MOA, and/or (ii) regulatory authorities, upon lawful request by such authority.

6.9.4 Each Party shall be responsible, at its own cost and expense, for implementing reasonable and appropriate organizational, physical, technical, and other safeguards appropriate to the nature of the Personal Data to prevent any use or disclosure of Personal Data other than as provided under the MOA or this Implementation Letter. The Parties shall also take reasonable precautions to protect the personal data from alteration or destruction and shall, at all times during its performance of the services, be responsible, at their own cost and expense, for implementing reasonable and appropriate measures to protect personal data against natural dangers such as accidental loss or destruction; human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration and contamination; and against any other form of data breach.

6.9.5 Each Party shall be responsible, at its own cost and expense for: (a) ensuring that there are safeguards to protect its computer network against accidental, unlawful or unauthorized use or interference with or hindering of their functioning or availability; (b) implementing a security policy with respect to the processing of Personal Data; (c) implementing a process for identifying and accessing reasonably foreseeable vulnerabilities in its computer networks; (d) conducting regular monitoring

HON. JUNAFLO S. CERILLES
Municipal Mayor

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Executive Director

for security breaches; and (e) taking preventive, corrective, and mitigating action against security incidents that can lead to a security breach.

6.9.6 The Parties, and their respective directors, officers, employees, agents or representatives, who are involved in the processing of Personal Data shall hold the Personal Data under strict confidentiality. The Parties shall ensure that such obligation of its directors, officers, employees, agents or representatives shall continue upon termination of their employment or contractual relations with such Party.

6.9.7 Upon the discovery of any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data, the concerned Party shall notify the other of such within twenty-four (24) hours from discovery. The Parties shall cooperate to regain possession of the Personal Data, if possible, mitigate any damage or prejudicial consequence, and perform any other acts required under the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other relevant laws and issuances.

6.9.8 The Parties shall return all copies of Personal Data in their possession or control immediately upon completion of this MOA. Subject to internal data retention policy and applicable laws, all electronic copies stored in hard drives, cloud, or in any other similar storage in their possession shall be erased in accordance with the instructions of the concerned Party.

6.9.9 If circumstances require including but not limited to scenarios where PBSP and/or the Implementing Partner needs to get the services of an outsourced/third party laboratory, the party or parties concerned shall commit to and execute a Data Sharing Agreement as required by law. It shall be the responsibility of the Party who needs to share any such Personal Data to third parties to immediately inform the third party of the need to execute such Data Sharing Agreement and/or enter into the required Data Sharing Agreement and provide the third party with the copy of the same. The signed Data Sharing Agreement shall form part of this MOA.

6.10 CONFIDENTIALITY

6.10.1 Each Party agrees to maintain secret and confidential all Confidential Information that it may acquire from the other Party in the course of this Agreement shall be used exclusively for the purpose of this Agreement, and shall be disclosed only to its agents, representatives, officers, directors, employees and contractors (collectively referred to as "Representatives") pursuant to this Agreement to whom and to the extent that such disclosure is reasonably necessary for the purpose of this Agreement.

6.10.2 All non-public, confidential or proprietary information and data, whether oral, in writing, in electronic or any other form, whether commercial, financial, technical or any other information, which shall include but not be limited to products or planned products, processes and plans and procedures for products or services, technique(s), employee(s), customer(s) or supplier(s) information,

HON. JUNAFLO R. S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

ARNYL ARANETA
Program Director

ELVIN IVAN Y. UY
Executive Director

technological achievements and interests, trade secrets, systems, software and hardware, concepts, designs, configurations, schedules, costs, performance features, specifications, techniques, copyrighted matter, patented or patentable inventions, plans, methods, drawings, data, tables, calculations, documents or other paperwork, computer program narratives, flow charts, source and object codes, business prospects, business and marketing plans, dealings, arrangements, objectives, locations and customer information including prospective customer information, secrets, financial statements and confidential or proprietary financial information in whatever form, any analysis, compilations, data, studies, reports, or other documents of a proprietary and/or of a confidential nature owned or possessed by a Party herein and generally not known to the public, whether in tangible or intangible form whenever and however disclosed, including any other information that should reasonably be recognized as confidential information, which are disclosed or furnished by one Party and any of its directors, officers, employees, agents, consultants or representatives to the other Party and any of its directors, officers, employees, agents, consultants or representatives shall be deemed to be "Confidential Information".

6.10.3 The foregoing obligations of Clause 6.10.2 above shall not apply to information which (i) was in the possession of the Receiving Party at the time of disclosure (either then or under obligation of confidentiality to the Disclosing Party); (ii) is or becomes generally available to the public through no act or default of the receiving Party or Representatives; or (iii) was obtained on a non-confidential basis from a Third Party legally entitled to such information and under no obligation of confidentiality.

6.10.4 During the term of this Agreement and for a period of three (3) years following the termination hereof for any reason, the Parties agree to hold inviolate and keep secret all Confidential Information made known to or otherwise acquired during the term of this Agreement, and will not disclose the same or anything related thereto to any other person or entity, or make use of such Confidential Information for any purpose, except as may be required in the course and scope of performing their respective obligations under this Agreement.

6.10.5 The Parties agree that nothing in this Agreement grants the Parties a right to view any records or books of the other Party.

6.11 Entire Agreement. - This Agreement and the attached annexes constitute the entire agreement, intention and understanding between the Parties regarding the subject matter hereof, and supersedes all prior agreements with respect thereto between the Parties.

6.12 Counterparts. - This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties each acknowledge that either party may sign and execute this Service Contract through the use of an electronic signature in accordance with the Electronic Commerce Act of 2000 of the Philippines.

HON. JUNAFLOK S. CERILLES
Municipal Mayor

DR. PATRICK KEAN L. TOLEDO
Municipal Health Officer

ARNYL AKANEIA
Program Director

ELVIN IVAN Y. UY
Executive Director

IN WITNESS WHEREOF, the parties have caused their respective Representatives to execute this Agreement on the date and place set out above.

<p>PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC.</p> <p>By</p> <p>ELVIN IVAN Y. UY Executive Director</p>	<p>MUNICIPALITY OF DUMALINAO</p> <p>By</p> <p>HON. JUNAFLOR S. CERRILES Municipal Mayor</p>
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Signed in the presence of:

<p>PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC.</p> <p>By</p> <p>ARNYL ARANETA Program Director</p>	<p>DUMALINAO MUNICIPAL HEALTH OFFICE</p> <p>BY</p> <p>DR. PATRICK KEAN L. TOLEDO MUNICIPAL HEALTH OFFICER</p>
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) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Mandaluyong personally appeared **MR. ELVIN IVAN Y. UY**, representing **PHILIPPINE BUSINESS FOR SOCIAL PROGRESS, INC.**, with Government Issued ID No. _____.

I further certify that the instrument consists of Sixty seven (67) pages, including this page on which the acknowledgment is written, that it refers to a *Memorandum of Agreement*, and that the parties and their witnesses have signed each and every page thereof.

Witness my hand and notarial seal affixed hereto this _____ day of _____ at the place above mentioned.

NOTARY PUBLIC

Doc. No.: _____;

Page No.: _____;

Book No.: _____;

Series of _____

) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Manila personally appeared **HON. JUNAFLO R S. CERILLES**, representing **MUNICIPAL GOVERNMENT OF DUMALINAO**, with Government Issued ID No. _____.

I further certify that the instrument consists of sixty seven (67) pages, including this page on which the acknowledgment is written, that it refers to a *Memorandum of Agreement*, and that the parties and their witnesses have signed each and every page thereof.

Witness my hand and notarial seal affixed hereto this _____ day of _____ at the place above mentioned.

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