



Republic of the Philippines  
Region IX  
Province of Zamboanga del Sur  
**MUNICIPALITY OF DUMALINAO**



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 10<sup>th</sup> REGULAR SESSION OF THE 12<sup>th</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON OCTOBER 3, 2022.**

**Present:**

<b>HON. LORENZO S. ALCANTARA</b>	- Municipal Vice Mayor
<b>HON. ARNOLD L. FLORES</b>	- SB Member
<b>HON. FREDERICK R. BALANDRA</b>	- SB Member
<b>HON. HERMES B. CABALES</b>	- SB Member
<b>HON. RHOLLY A. LABANG</b>	- SB Member
<b>HON. MA. GEMMA C. ALBISO</b>	- SB Member
<b>HON. ROMEO G. LIGAN</b>	- SB Member
<b>HON. JELITO R. PEÑONAL</b>	- SB Member
<b>HON. JESSIE NIEL C. PAULO</b>	- ABC President
<b>HON. ROMEO D. PARILA</b>	- IPMR

**Absent:**

<b>HON. RONALDO D. ENCABO</b>	- SB Member – on Sick Leave
<b>HON. JEZIEL R. DAGUPAN</b>	- SKF President – on Sick Leave

**RESOLUTION NO. 074-2022**

**AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN RED DOT FOUNDATION GLOBAL (RDFG) REPRESENTED BY ITS PROGRAM HEAD, MARIA OLIVIA PACLEB AND ANGAT BAYI INCORPORATED REPRESENTED BY ITS PROGRAM HEAD, MAYA TAMAYO IN THE PARTICIPATION OF PHILIPPINE DATA CHALLENGE USING THE SAFECITY PROGRAM 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 into a Memorandum of Understanding (MOU) by and between Red Dot Foundation Global (RDFG) and Angat BAYI Incorporated in the participation of Philippine Data Challenge using the SafeCity program in the Municipality of Dumalinao, Zamboanga del Sur;

**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 Philippine Data Challenge is an in-person data collection analysis challenge through BCPCs, Barangay Associations, CSOs and public and private schools that aim to bring awareness on the types of gender-based violence and victim's attitudes and behaviors in reporting through SafeCity in several locations locally;

**WHEREAS**, this august body finds the importance of this program in order to provide basic services for the promotion of health, safety and enhance the right of the people in the locality;

**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. HERMES B. CABALES** the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter into a Memorandum of Understanding by and between Red Dot Foundation Global (RDFG) represented by its Program Head, Maria Olivia Pacleb and Angat BAYI Incorporated represented by its Program Head, Maya Tamayo in the participation of the Philippine Data Challenge using the SafeCity program 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 3<sup>rd</sup> day of OCTOBER 2022, at Dumalinao, Zamboanga del Sur.

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

  
**ATTY. MAYUS RYAN D. ANDO**  
SB Secretary

Attested and approved by:

  
**LORENZO S. ALCANTARA**  
Vice Mayor - Presiding Officer





## LOCAL COUNCIL FOR THE PROTECTION OF CHILDREN

October 03, 2022

**HON. LORENZO S. ALCANTARA**  
Municipal Vice-Mayor  
This Municipality

Dear Hon. Alcantara:

Greetings!

In the local government unit of Dumalinao, there are cases of "reported and filed" VAW cases. Data shows that there is still a prevalence of VAW cases. Towards ending VAW and in order to bring a safer, more inclusive and more vocal community, there is need to spread awareness to the community people as to how they can report cases of Gender-Based Violence related cases. As a municipality that supports this vision of becoming a safer community for all, and with the commitment of the local government unit of Dumalinao to the best welfare and interest of children, the office has been advocating for their protection and development we are planning to enter into Memorandum of Understanding with the Red Dot Foundation Global (RDFG), organization number EIN 82 - 1206435 based in the United States of America having its registered address as 5217 Lightning View Road, Columbia, MD 21045, USA and BAYI Incorporated.

Using bystander approach, this aims at spreading awareness through in-person event focused on the importance of being an active global citizen and the ways which one can be an effective bystander. Through disseminating this information, Dumalinaon citizens will be encouraged to be active national citizens which would help end violence against women and girls.


Furthermore, the Philippine Data Challenge is an in-person data collection analysis challenge through BCPCs, Barangay Associations, CSOs and public and private schools that aim to bring awareness on the types of gender-based violence and victim's attitudes and behaviors in reporting through SafeCity in several locations locally. It aims to empower Filipino Citizens to be more engaged in demanding change from their local law enforcement agencies regarding public safety for all genders.

Anent to this, the undersigned would like to request from your good office for a resolution allowing the undersigned, to enter into Memorandum of Understanding with RedDot Foundation Global and BAYI Inc.

We are one in promoting the worth and dignity of our children. I am ardently hoping for your positive response on this matter. Attached is the copy of the MoU.

Thank you and God bless.

Respectfully yours,

  
**HON. JUNAFIOR S. CERILLES, RMT, MAGD**  
Municipal Mayor  
Chair, LCPC



**MEMORANDUM OF UNDERSTANDING (MoU)**  
**Safecity in Dumalinao, Zamboanga del Sur, Philippines**

This Memorandum of Understanding ('MOU') is entered on this 1 day of August 2022 between Red Dot Foundation Global (RDFG), organization number EIN 82 - 1206435 based in the United States of America having its registered address as 5217 Lightning View Road, Columbia, MD 21045, USA

AND

BAYI, Inc.

AND

Municipal Government of Dumalinao

RDFG, BAYI Inc. and Municipal Government of Dumalinao shall hereby be collectively referred to as the "Parties 'and individually as a "Party'".

**WHEREAS:**

1. The aim of this Memorandum of Understanding (MOU) is to set out the framework for the working relationship between Red Dot Foundation Global (hereinafter referred to as RDFG), BAYI, Inc. (hereinafter referred to as BAYI), and Municipal Government of Dumalinao (hereinafter referred to as Municipal Government of Dumalinao). It should be noted that the Safecity Philippines team is an affiliate of RDFG, which will be responsible for communications between both parties.
2. The MOU is associated with activities related to the project Safecity in Dumalinao, Zamboanga del Sur, Philippines.
3. The MOU sets out the roles and defines the convergence of will between both organizations, a common line of action of activities, outlines the relationship between these organizations, and communicates how each organization will successfully work together.

**NOW, THEREFORE, the Parties hereto agree to the following:**

**ARTICLE 1: SCOPE OF THE MOU**

- i. The period of the agreement between RDFG, BAYI, and Municipal Government of Dumalinao is 1st August 2022 to 31st May 2023 on the project Safecity Philippines.
- ii. The partnership detailed below represents the mutual consent of both parties.

- Develop a joint program to engage local stakeholders to use the Safecity platform to collect crowdsourced data to design a safe spaces program.
  - RDFG will host monthly meetings to share learnings and new developments across all Safecity chapters.
  - RDFG will host regular capacity-building sessions for Safecity chapters on the use of the Safecity reporting platform, analysis of the data, and strategies to engage communities for safer spaces.
  - RDFG will provide a training for trainers on bystander intervention (AUG/22); support Global Data Challenge participation (SEP/22); and provide panels for the 16 Days of Activism (NOV/22) and support participation for Commission on the Status of Women (MAR/23).
  - BAYI, Municipal Government of Dumalinao and the Safecity Philippines team will engage local organizations in the Philippines to promote safer cities using the Safecity reporting platform to collect and use the data on sexual violence.
  - BAYI, Municipal Government of Dumalinao, and the Safecity Philippines team will share strategies used in the Philippines on the safer cities program with RDFG.
  - BAYI, Municipal Government of Dumalinao, and the Safecity Philippines team consent to co-write a research paper with RDFG on the strategies used in the Safecity Philippines chapter.
- The use of the Safecity platform for the Safecity Philippines project might require customizations. Any required customizations will be discussed and mutually agreed upon. If the agreed on customizations require investment, the cost will be borne by BAYI and/or Municipal Government of Dumalinao.
- All intellectual property used or created to support the project will remain with exclusively RDFG, including any customizations required to support the project.
- If a need arises for a Safecity Philippines team member to attend in-person events, a stipend to cover accommodations, transport, and meals will be provided by BAYI/ Municipal Government of Dumalinao.
- All costs involving in-person events shall be borne by BAYI/Municipal Government of Dumalinao jointly.
- Use of the Safecity data and the associated protocols require BAYI/ Municipal Government of Dumalinao to adhere to the following:
  - No data received from RDFG will be shared with any third party without the prior written consent of RDFG or if it is part of an already approved project.
  - No data received from RDFG will be sold to any third party.
  - RDFG will share the crowdsourced data periodically for vetting and approval of the Safecity Philippines team who will check for and remove any personal information and other identifiable information. RDFG will review, modify and approve the reports for publication on the crowd map on the advice of BAYI and ensure that identifiable information is not a part of any of the narratives included on the website.
  - RDFG will share monthly dashboards with BAYI on data collected for the Philippines.

- Use of the Safecity and RDFG logos and the associated protocols will require BAYI/ Municipal Government of Dumalinao and the Safecity Philippines team to adhere to the following:
  - The logos of Safecity and RDFG will be used with written consent from RDFG.
  - All brand guidelines will be followed.
  - No social media platforms will be created in the name of Safecity or RDFG without the express written consent of RDFG. This provision is strictly enforced.
- Reporting of the program deliverables and outcomes.
  - BAYI, Municipal Government of Dumalinao, and the Safecity Philippines team will share strategies used in the Philippines on the safer cities program with RDFG.
  - BAYI, Municipal Government of Dumalinao, and the Safecity Philippines team will consent to co-write a research paper with RDFG on the strategies used in the Safecity Philippines chapter.

## **ARTICLE 2: COORDINATORS**

- i. **Ms. Camila Gomide** shall be the coordinator from RDFG and the escalation point will be Ms. ElsaMarie DSilva
- ii. **Ms. Maria Olivia Pacleb** is the coordinator on behalf of the Safecity Philippines team.
- iii. The participants and coordinators may change from time to time as decided by an appropriate authority of the respective organizations.

## **ARTICLE 3: DATA SHARING POLICY AND PUBLICATION RIGHTS**

- i. The parties undertake to perform the assignments/activities under this MOU with the highest standards of professional, ethical competence, and integrity. Any public dissemination of the content of any report, data, and information collected during the engagement, must only be carried out by joint consultation and approval of the parties.
- ii. The parties will not share designated confidential information with any third party or in the public domain without the written consent of the partner organizations of this MOU. However, such information may be disclosed or divulged to those affiliates, officers, employees, or consultants who are working on the objectives of the MOU and have a reasonable need to know the information for the purpose of the specified assignment.
- iii. The parties understand the confidential and sensitive nature of the data collected by the Safecity app and agree to exercise due care in protecting and keeping the information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding the information that (i) is publicly available, (ii) obtained by the other party from third parties without restrictions on disclosure, (iii) independently developed

by the other party without reference to confidential information, or (iv) required to be disclosed by order of a court or other governmental entity.

- iv. The intellectual property of both parties will reside with the original party.

#### **ARTICLE 4: PROJECT COST**

- i. Any costs regarding customizations to the Safecity Application related to the Safecity Philippines project will be borne by BAYI/ Municipal Government of Dumalinao. This will be agreed upon mutually and will be in relation to the scope of work.
- ii. RDFG and BAYI/ Municipal Government of Dumalinao may choose to raise funds through grants or donations for this specific project and agree to include costs for customizations in grant requests.
- iii. If needed for a Safecity Philippines team member to attend in-person events, a stipend to cover accommodations, transport, and meals will be provided by BAYI/ Municipal Government of Dumalinao.
- iv. All costs involving in-person events shall be borne by BAYI/ Municipal Government of Dumalinao.

#### **ARTICLE 5: ALTERATIONS AND TERMINATION**

- i. Any alteration of the terms and conditions of this MOU must be agreed to in writing and signed by all Parties to this agreement.
- ii. Anything which is not defined in the MOU; shall be added to this MOU as 'Addendum ' upon mutual consent.
- iii. Termination of Agreement:
  - a. Notice: This MOU can be terminated by either party by giving written notice of 30 days. Either party shall have the right to terminate the agreement upon giving a 30 days notice and an opportunity to hear where:
  - b. Breach: This MOU can be terminated by either party if either party commits a breach of any of the terms of this agreement such as
    - i. Either party commits any act or omission which harms the reputation of the other.
    - ii. Either party is declared insolvent or insolvency proceedings are initiated against them.
    - iii. Either party acts in a manner prejudicial to the interest of the other.
  - c. Expiration: This MOU can be terminated by expiration according to the terms of the agreement.
  - d. General: Termination of this MOU howsoever occasioned shall be without prejudice to rights and obligations that occurred or incurred before the date of expiry or termination and accounts between the parties shall be promptly settled.

**ARTICLE 6: DISPUTE SETTLEMENT**

- a. All disputes, differences, or questions arising between the Parties in connection with this MOU, including but not limited to the construction of this MOU or the rights, duties, or liabilities of either party, will be settled by Arbitration. Arbitration of any dispute may be initiated by one party sending a written demand for Arbitration to the other party. This demand will specify the matter in dispute and request the appointment of an Arbitrator or an Arbitration Panel. If both parties can agree on one arbitrator, one arbitrator will decide the dispute. Otherwise, each party shall appoint its arbitrator and the two appointed arbitrators should appoint the third arbitrator who shall act as a Presiding Officer.
- b. Applicable Law - This agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA

**ARTICLE 7: RELATIONSHIP**

RDFG and BAYI are independent Parties. Nothing in this Agreement will be construed as creating an employer-employee relationship, partnership or joint venture, as a guarantee of future employment or projects, as a limitation upon Parties' sole discretion to terminate this Agreement at any time without cause, or as creating an exclusive relationship or minimum commitment.

**ARTICLE 8: DURATION**

This MOU will remain valid after its signature by the parties for one year, until March 31, 2023. The Parties may further extend the MOU by mutual written agreement.

Signed for and on  
behalf of RDFG

Signed for and on  
behalf of BAYI Inc.

Signature .....

Signature .....

Name: ElsaMarie DSilva

Name: Ma. Himaya A. Tamayo-Gutierrez

Designation: Founder & President

Designation: Co-Founder/Acting Executive  
Director



Date:

Date:

Signed for and on  
behalf of Municipal Government of Dumalinao

Signature .....

Name: Junaflor Sarmiento Cerilles

Designation: Municipal Mayor

Date: