



File

OFFICE OF THE SANGGUNIANG BAYAN

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EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE 11TH SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL MINDORO HELD ON MARCH 24, 2025 AT THE SANGGUNIANG BAYAN SESSION HALL

PRESENT:

- Hon. Ramon G. Magbanua Municipal Vice Mayor/Presiding Officer
- Hon. Ederlino C. Aceron Sangguniang Bayan Member
- Hon. Edezer F. Aceron Sangguniang Bayan Member
- Hon. Jess V. Sapungan Sangguniang Bayan Member
- Hon. Kieven E. Cantos Sangguniang Bayan Member
- Hon. Elpidio N. Contreras, Jr. Sangguniang Bayan Member
- Hon. Guillermo G. Salas, Jr. Sangguniang Bayan Member
- Hon. Joejie R. Narciso Sangguniang Bayan Member
- Hon. Enrico C. Villas Pangulo, Liga ng mga Barangay
- Hon. Aceron U. Calinog, Jr. IPM Representative
- Hon. Francis Dave C. Cantos SK Federation President

HON. ACERON U. CALINOG, JR.
PERITA LAZ

HON. KIEVEN E. CANTOS
HON. FRANCIS DAVE C. CANTOS

HON. ENRIKO C. VILLAS

ABSENT:

- Hon. Felix John C. Templanza Sangguniang Bayan Member-Leave

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RESOLUTION NO. 25-03-117

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, THE HONORABLE ERNILO C. VILLAS TO REPRESENT THE BULALACAO TECHNICAL AND VOCATIONAL COLLEGE (BTVC) TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH MALAMPAYA FOUNDATION, INC. REPRESENTED BY ITS EXECUTIVE DIRECTOR, KAREN H. AGABIN FOR THE CONDUCT OF SHIELDED METAL ARC WELDING (SMAW) TRAINING TO QUALIFIED AND DESERVING CANDIDATES OF BULALACAO, ORIENTAL MINDORO TO EMPOWER THE YOUTH AND THE UNEMPLOYED SECTOR STARTING APRIL 1, 2025 UNTIL DECEMBER 31, 2025

Sponsors:

- Sangguniang Bayan Member EDEZER F. ACERON**
Chairperson, Committee on Rules, Privileges, Ordinances and Legal Matters
- Sangguniang Bayan Member EDERLINO C. ACERON**
Chairperson, Committee on Education, Arts and Culture

HON. JOEJIE R. NARCISO

HON. EDERLINO C. ACERON
HON. EDEZER F. ACERON
HON. GUILLERMO G. SALLAS, JR.

RESOLVED AS IT IS HEREBY RESOLVED, To: Authorize the Municipal Mayor, Honorable Ernilo C. Villas to represent the Bulalacao Technical and Vocational College (BTVC) to enter into a Memorandum of Agreement with Malampaya Foundation, Inc. represented by its Executive Director, Karen H. Agabin for the conduct of Shielded Metal Arc Welding (SMAW) training to qualified and deserving candidates of Bulalacao, Oriental Mindoro to empower the youth and the unemployed sector starting April 1, 2025 until December 31, 2025;

HON. RAMON G. MAGBANUA
HON. ELPIDIO N. CONTRERAS, JR.


RESOLVED FURTHER, That: Any change or alteration in the Memorandum of Agreement originally presented shall have no effect and therefore null and void;

RESOLVED FINALLY, That: Any legal encumbrance that may arise in the execution and actual application of this Memorandum of Agreement shall be the sole responsibility of the heads of Implementing Offices or Units;

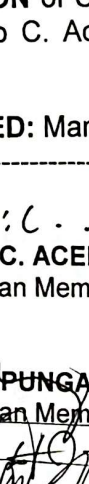
ON MOTION of SB Member Edezer F. Aceron together with SB Member Ederlino C. Aceron duly seconded by all members present, foregoing was...

APPROVED: March 24, 2025 Bulalacao, Oriental Mindoro.

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Hon. EDERLINO C. ACERON
Sangguniang Bayan Member



Hon. EDEZER F. ACERON
Sangguniang Bayan Member


Hon. JESS V. SAPUNGAN
Sangguniang Bayan Member

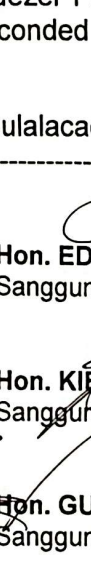

Hon. KIEVEN E. CANTOS
Sangguniang Bayan Member



Hon. ELPIDIO N. CONTRERAS, JR.
Sangguniang Bayan Member


Hon. GUILLERMO G. SALAS, JR.
Sangguniang Bayan Member


Hon. JOEJIE R. NARCISO
Sangguniang Bayan Member


Hon. FRANCIS DAVE C. CANTOS
SK Federation President

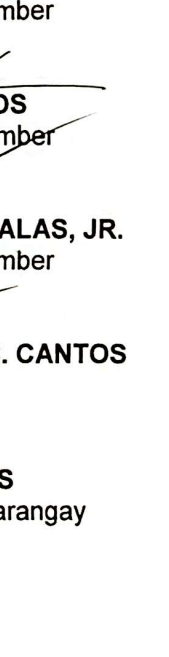

Hon. ACERON U. CALINOG, JR.
Indigenous People Mandatory Rep.


Hon. ENRICO C. VILLAS
Pangulo, Liga ng mga Barangay

CERTIFIED TRUE AND CORRECTED:


PERLITA L. PAZ
Secretary to the Sanggunian

ATTESTED:


Hon. RAMON G. MAGBANUA
Municipal Vice Mayor/ Presiding Officer
Date Signed: May 2, 2025

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") entered into and executed by and between:

MALAMPAYA FOUNDATION, INC. a non-stock, non-profit, non-government organization duly organized and existing under the laws of the Philippines and accredited with the Philippine Council on NGO Certification, with principal office at 22nd Flr., Asian Star Building, Asean Drive corner Singapura Lane, Filinvest Corporate City, Alabang, Muntinlupa City, represented herein by its Executive Director, **KAREN H. AGABIN** (hereinafter referred to as "MFI");

-And-

BULALACAO TECHNICAL VOCATIONAL COLLEGE is a non-stock, non-profit training center established by the Bulalacao, Oriental Mindoro local government unit existing under the laws of the Philippines, with school address at Barangay San Roque, Bulalacao, Oriental Mindoro represented herein by its Municipal Mayor, **ERMILO C. VILLAS** (hereinafter referred to as "BTVC").

That, MFI is the social investment arm of the Malampaya Joint Venture Partners and has a program named **Bridging Employment through Skills Training (BEST)** which has a mission to uplift the skills of deserving out of school youths and unemployed adults through technical-vocational skills training, thereby enabling them to obtain employment;

That, Bulalacao Technical Vocational College has established a technical vocational-training institution for developing & upgrading the skills of in - coming workers to meet the standards of the industries locally and internationally;

That, MFI will contract the services of Bulalacao Technical Vocational College to conduct **Shielded Metal Arc Welding (SMAW)** training to qualified and deserving candidates of Bulalacao, Oriental Mindoro to empower the youth and unemployed sector.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree to undertake the project under the following terms and conditions set out below:

i. DUTIES AND RESPONSIBILITIES

A. Bulalacao Technical Vocational College agrees to and shall:

1. Implement the training program which are mutually agreed upon by both parties at the designated training center;
2. Strictly implement the health and safety protocols;
3. Provide the training facilities, equipment, qualified trainer and administrative services necessary for the conduct of the training program;
4. Shoulder the costs of additional training supplies / materials and other costs pertinent to the administration of training;
5. Provide the graduates a TESDA National Certificate Level II (NC II) in SMAW necessary for apprenticeship and employment;
6. Assist MFI in the monitoring and employment of graduates;

B. Malampaya Foundation, Inc. agrees to and shall:

1. Conduct screening/selection of applicants for Bridging Employment through Skills Training (BEST) in Bulalacao, Oriental Mindoro;
2. Provide for the cost of uniforms and documentation of the scholars;
3. Conduct mentoring / counseling to scholars while on in center training;
4. Assist MFI in the monitoring and employment of graduates;
5. Partly shoulder the cost of training supplies/materials in lieu of the training fee amounting to Twelve Thousand Pesos per pax (Php 12,000.00/pax) .

The contract amount for one (1) batch is Three Hundred Thousand Pesos (PHP 300,000.00) (Php 12,000 x 25).The number of training batches may change depending on MFI advise;

ii. EFFECTIVITY AND PROJECT DURATION

This Memorandum of Agreement shall take effect upon signing by all parties hereto and shall be enforced starting April 1 to December 31 2025. This MOA may be renewed upon mutual written agreement of both parties.

III. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants that:

- a) It has the capacity to perform its obligations for the full and successful implementation of the Program;
- b) The Program shall be institutionalized in accordance with the requirements of this MOA and with applicable standards;
- c) It will at all times exercise due diligence in the performance of all its obligations, so as not to unnecessarily expose itself, the Program and the other Parties in the Program to any liabilities whatsoever;
- d) It will provide, sufficient personnel at all times to effectively carry out its obligations under this MOA during the Program period; and
- e) It has the full legal right and capacity to execute, deliver, and perform its obligations under this agreement and the transactions contemplated hereby, in accordance with the terms of this MOA.

IV. MISCELLANEOUS PROVISIONS

- a) The Parties reserves the right not to pursue its obligations hereunder in case one Party fails to comply with any of their obligations.
- b) None of the Parties shall be liable to the other Parties for incidental or consequential losses or damages arising from this MOA.

V. USE OF DATA AND INFORMATION

All instructional materials and training modules should have the program logo, together with the logos of both partners, MFI and BTVC. Should there be a need for printed instructional hand outs and learning aids, BTVC shall handle cost of printing and reproduction.

VI. PUBLICITY, ADVERTISING AND EXTERNAL COMMUNICATIONS

On occasions where either party chooses to communicate externally about the activities and outcomes, both parties agree to acknowledge the other.

All official reports and presentations emanating from the activities shall bear the logos of both MFI and BTVC.

VII. COMPLIANCE WITH LAWS and ANTI-BRIBERY LAWS

BTVC and his representative or staff, in the performance of this Agreement, shall comply with all and commit not to violate any applicable laws and governmental rules, regulations and orders. In the event BTVC supplies staff who work on behalf of MFI or represents MFI commits that such staff will behave in a manner consistent with all applicable laws and governmental rules, regulations and orders.

In connection with this Agreement BTVC warrants that (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of this Agreement and will comply with all such laws; (b) neither it nor a related party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Bribery Laws.

BTVC undertakes to immediately notify MFI if in connection with this Agreement, it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned above.

Without prejudice to any rights that the MFI may have, MFI may terminate the agreement or any Contract / Work Statement immediately upon notice in writing should BTVC violate the provisions of this clause.

VIII. ASSIGNMENT

The BTVC may not assign, delegate or subcontract any portion of its rights and obligations hereunder to any third party without the prior written consent of MFI, which consent may be withheld in MFI's sole discretion.

IX. TERMINATION

Without prejudice to any other provisions of this Agreement, the term of this Agreement and all rights and obligations of the parties under this Agreement shall cease upon the occurrence of any one of the following events:

Either party has materially breached the Conduct of Business provisions or the compliance with Anti-Bribery provisions of this Agreement.

X. AUDIT

MFI shall have the right to audit all information, data, rates, costs and expenses used in or related to the Agreement. Intermediary shall maintain, either physically, by electronic media or on microfilm, all relevant information and records in connection with the Agreement for a period of two (2) years after the Agreement's end date. MFI shall have the right to reproduce and retain copies of any of the aforesaid records.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have executed this Memorandum of Agreement this _____ day of April 2025 at Calapan City.

MALAMPAYA FOUNDATION, INC. (MFI)

BULALACAO TECHNICAL VOCATIONAL COLLEGE

By:

By:

KAREN H. AGABIN
Executive Director

ERNILO C. VILLAS
Mayor, Municipality of Bulalacao

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

ACKNOWLEDGMENT

BEFORE ME, this _____ day of _____, _____ at _____
personally appeared the following:

	CTC/Passport No.	Date/Place Issued
Karen H. Agabin	<u>PO117384A</u>	<u>Aug. 31, 2016 Palawan</u>
Ernilo C. Villas	_____	_____

Known to me to be the same persons who executed the foregoing memorandum of agreement and acknowledged to me that the same is their voluntary act and deed and those of the corporations and institutions they represent.

WITNESS MY HAND AND SEAL on the date and place above written.

Document No. :
Page No :
Book No. :
Series of 2025 :