



OFFICE OF THE SANGGUNIANG BAYAN

Municipal Building, Poblacion, Bulalacao, 5214, Oriental Mindoro
sbobulalacaoormin@gmail.com/09988546853

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF
THE 12TH SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL
MINDORO HELD ON NOVEMBER 3, 2025 AT SANGGUNIANG BAYAN
SESSION HALL

PRESENT:

- | | |
|------------------------------|--|
| Hon. German S. Acosta | Municipal Vice Mayor/Presiding Officer |
| Hon. Guillermo G. Salas, Jr. | Sangguniang Bayan Member |
| Hon. Moses M. Osorio, Sr. | Sangguniang Bayan Member |
| Hon. Ramon G. Magbanua | Sangguniang Bayan Member |
| Hon. Joejie R. Narciso | Sangguniang Bayan Member |
| Hon. Romeo O. Fallaria | Sangguniang Bayan Member |
| Hon. Jerus Jade B. Reyes | Sangguniang Bayan Member |
| Hon. Nestor L. Eguillon | Sangguniang Bayan Member |
| Hon. Acheron U. Calinog, Jr. | IPM Representative |
| Hon. Enrico C. Villas | Pangulo, Liga ng mga Barangay |
| Hon. Francis Dave C. Cantos | SK Federation President |

ABSENT:

- | | |
|------------------------------|--------------------------------|
| Hon. Roger M. Evangelio, Sr. | Sangguniang Bayan Member-Leave |
|------------------------------|--------------------------------|

X- -----X

RESOLUTION NO. 25-11-435

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, HONORABLE LUMELITO M. CABAGAY TO REPRESENT THE LOCAL GOVERNMENT UNIT OF BULALACAO, ORIENTAL MINDORO TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD), FIELD OFFICE-MIMAROPA REPRESENTED BY ITS OIC-REGIONAL DIRECTOR, BENCHIE B. GONZALES FOR THE IMPLEMENTATION OF PANAHON NG PAGKILOS: PHILIPPINE COMMUNITY RESILIENCE PROJECT IN THE MUNICIPALITY OF BULALACAO FROM 2025-2030

Sponsors:

- | |
|---|
| Sangguniang Bayan Member ROMEO O. FALLARIA |
| Chairperson, Committee on Rules, Privileges, Ordinances and Legal Matters |
| Sangguniang Bayan Member RAMON G. MAGBANUA |
| Chairperson, Committee on Social Welfare and Community Development |

RESOLVED AS IT IS HEREBY RESOLVED, To: Authorize the Municipal Mayor, the Honorable Lumelito M. Cabagay to enter into a Memorandum of Agreement with the Department of Social Welfare and Development (DSWD), Field Office IV-MIMAROPA represented by its OIC-Regional Director, Benchie B. Gonzales for the implementation of Panahon ng Pagkilos: Philippine Community Resilience Project in the Municipality of Bulalacao from 2025-2030;

HON. ROMEO O. FALLARIA
 HON. JERUS JADE B. REYES
 HON. ACERON U. CALINOG, JR.
 HON. FRANCIS DAVE C. CANTOS
 HON. ENRICO C. VILLAS
 HON. GUILLERMO G. SALAS, JR.
 HON. NESTOR L. EGUILLON
 HON. GERMAN S. ACOSTA
 HON. JERUS JADE B. REYES

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

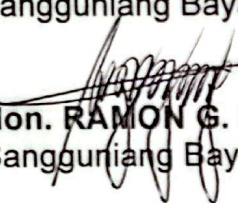
RESOLVED FINALLY, That: Any legal encumbrance that may arise in the execution and actual application of this Memorandum of Agreement shall be the sole responsibility of the heads of Implementing Offices or Units;

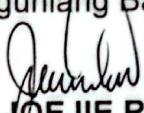
ON MOTION of SB Member Romeo O. Fallaria together with SB Member Ramon G. Magbanua duly seconded by SB Member Guillermo G. Salas, Jr., foregoing was...

APPROVED": November 3, 2025, Bulalacao, Oriental Mindoro.

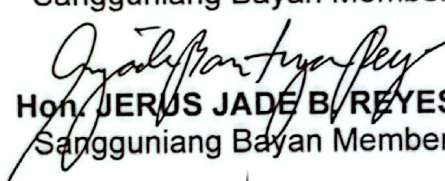

Hon. GUILLERMO G. SALAS, JR.
Sangguniang Bayan Member


Hon. MOSES M. OSORIO, SR.
Sangguniang Bayan Member


Hon. RAMON G. MAGBANUA
Sangguniang Bayan Member

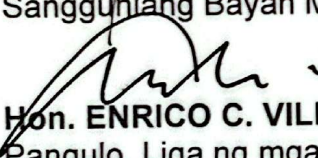

Hon. JOEJIE R. NARCISO
Sangguniang Bayan Member


Hon. ROMEO O. FALLARIA
Sangguniang Bayan Member


Hon. JERUS JADE B. REYES
Sangguniang Bayan Member



Hon. NESTOR L. EGILLON
Sangguniang Bayan Member


Hon. ACERON U. CALINOG, JR.
IPM Representative



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


Hon. FRANCIS DAVE C. CANTOS
SK Federation President

CERTIFIED TRUE AND CORRECT:


PERLITA L. PAZ
Secretary to the Sanggunian

ATTESTED:


Hon. GERMAN S. ACOSTA
Municipal Vice Mayor/ Presiding Officer
Date Signed: 11-11-2025

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** and herein referred to as "**MOA**" is made and entered into by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency duly recognized and existing under and by virtue of the laws of the Republic of the Philippines, through **DSWD FIELD OFFICE _____** represented by Regional Director _____ with office address at _____ and hereinafter referred to as '**DSWD**'.

– and –

The **MUNICIPAL GOVERNMENT OF _____**, a political subdivision of the Republic of the Philippines duly recognized and existing under and by virtue of the laws of the Republic of the Philippines represented herein by its Municipal Mayor Hon. _____ with principal address at _____ hereinafter referred to as the "**MLGU**".

Collectively, referred to as the "**Parties**".

WITNESSETH:

WHEREAS, the Republic Act (R.A.) No. 11291, otherwise known as "*Magna Carta for the Poor*" provides that it is the declared policy of the State to uplift the standard of living and quality of life of the poor. This can be achieved through full access to government services; interventions to address the genuine concerns of the poor; and enhancement and promotion of capabilities and competencies of the basic sectors, for the effective delivery and implementation of a wide range of anti-poverty programs and basic services through government strategies and collaboration with development partners;

WHEREAS, the **DSWD** is the primary government agency mandated to develop, administer, and implement comprehensive social welfare and protection programs, and poverty-reduction solutions designed to uplift the living conditions and empower the poor, vulnerable and disadvantaged children, youth, women, older persons, persons with disabilities, families or persons in crisis or at-risk, and communities needing assistance;

WHEREAS the Kapit-Bisig Laban sa Kahirapan Comprehensive and Integrated Delivery of Social Services (**KALAHI-CIDSS**), is one of the anti-poverty programs of the **DSWD** that works through a localized and participatory process in marginalized and vulnerable communities;

WHEREAS Sec. 16 of R.A. No. 7160 otherwise known as the "*Local Government Code of 1991*" grants Local Government Units (LGUs) broad powers to promote the general welfare of their constituents. This clause allows LGUs to exercise powers not only explicitly granted but also those implied, as well as any necessary, appropriate, or incidental powers for efficient governance. It essentially provides LGUs with a wide range of authority to address local issues and improve the quality of life for their residents;

WHEREAS Sec. 447(a)(1)(iv) of R.A. No. 7160 empowers the Sangguniang Bayan to Adopt measures to protect the inhabitants of the municipality from the harmful

effects of man-made or natural disasters and calamities and to provide relief services and assistance for victims during and in the aftermath of said disasters or calamities and their return to productive livelihood following said events;

WHEREAS the **MLGU**, being an important stakeholder, is directly involved in the implementation of the PCRCP by providing additional resources, support and assistance to the communities;

WHEREAS the Sangguniang Bayan of the MLGU promulgated Resolution No. ___ s. 2025 authorizing the Local Chief Executive to enter into a MOA with the DSWD;

WHEREAS the Government of the Philippines and the International Bank for Reconstruction and Development (World Bank) executed a Loan Agreement for the implementation of the **Panahon ng Pagkilos: Philippine Community Resilience Program (PCRCP)** from 2025-2030;

WHEREAS Schedule 2, Section I.A.1.c. of IBRD Loan 98460-PH and the POM mandates the execution of a Memorandum of Agreement ("MOA") with each PCRCP target Municipality, setting out, among others, the agreed institutional arrangement, the roles and responsibilities of the DSWD and the target Municipality, and the coordination between the two agencies for the implementation of Project activities in the jurisdiction of each target Municipality;

WHEREAS the DSWD will serve as the lead implementing agency under the overall management of the Secretary through the Kapit Bisig Laban sa Kahirapan Comprehensive and Integrated Delivery of Social Services (KALAHI-CIDSS) for project management, implementation, and monitoring and evaluation, responsible for providing strategic policy direction and fostering effective inter-agency partnerships;

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

ARTICLE I SCOPE/PURPOSE/OBJECTIVE

Section 1.1. Scope. — This MOA covers the implementation of the Panahon ng Pagkilos: Philippine Community Resilience Project in the MLGU for the duration of the PCRCP.

Section 1.2. Purpose. — The Parties agree to implement the PCRCP in eligible and qualified communities within the jurisdiction of the P/MLGU and in accordance with the PCRCP Program Operations Manual and DSWD rules and regulations.

Section 1.3. Objectives. — The DSWD and the MLGU agree to engage in a partnership with the following objectives:

- a. Contribute, through the implementation of the PCRCP, to the Philippine Development Plan's goal of achieving economic and social transformation for a prosperous, inclusive and resilient society;
- b. Strengthen community capacities for participatory resilience planning and deliver resilience investments in vulnerable areas;
- c. Develop and complete community led resilience plans that are integrated with LGU's comprehensive development plan;
- d. Increase the coverage of population in the target areas that benefit from resilience investments.

**ARTICLE II
IMPLEMENTATION OF THE PCRP**

Section 2.1. PCRP Sub-Projects. — The Parties agree to implement the PCRP through the Community Resilience Implementation Process (CRIP) in executing a PCRP Sub-Project and perform their respective roles and responsibilities under the PCRP Program Operations Manual including its Sub-Manuals, DSWD guidelines and issuances.

Section 2.2. Municipal Grant Allocation. — To implement the PCRP, the MLGU is allocated _____ (PhP _____) with a required Local Counterpart Contribution of at least _____ (PhP _____) over the course of three (3) years, subject to the MLGU allocation of Local Counterpart Contributions, compliance with terms and conditions of the PCRP outlined in the Program Operations Manual and national laws, rules and regulations:

INCOME CLASS	PCRP GRANT (3 YEARS)	MINIMUM LOCAL COUNTERPART CONTRIBUTION (LCC)
1st to 3rd class Municipality	PhP 50,000,000.00	PhP 10,000,000.00
4th to 6th class Municipality	PhP 70,000,000.00	PhP 14,000,000.00

Section 2.3. Schedule of Grants. — The following shall be the grant allocation by the DSWD to the MLGU for the three (3) year implementation of the PCRP, subject to compliance with program guidelines:

YEAR	GRANT ALLOCATION	
	1st to 3rd class Municipality	4th to 6th class Municipality
YEAR 1	PhP 15,000,000.00	PhP 21,000,000.00
YEAR 2	PhP 25,000,000.00	PhP 35,000,000.00
YEAR 3	PhP 10,000,000.00	PhP 14,000,000.00
TOTAL	PhP 50,000,000.00	PhP 70,000,000.00

*(Exclusive. Use one column only)

*Batch 1 Municipalities

*Use figures applicable to the Parties and delete the other column.

Section 2.4. Work and Financial Plan. — Within thirty (30) days upon execution of this MOA, the MLGU shall submit to the DSWD an approved **WORK AND FINANCIAL PLAN (WFP)** detailing activities and distribution of the costs signed by the _____,

Section 2.5. Specific Implementation Agreement. — The institutional arrangements established under this MOA shall be specified in detail further through an addendum, specifically the execution of a **SPECIFIC IMPLEMENTATION AGREEMENT (SIA)**.

Section 2.6. Sub-Project Agreement. — Once a Barangay has been identified for implementation, the Parties and the Barangay Project Proponent for the

implementation of the Sub-Project shall execute a **SUB-PROJECT AGREEMENT (SPA)** detailing the Sub-Project Proposal shall be the basis for the Sub-Project stating its parameters and specifications including the timeline, budget, the local counterpart contribution, objectives, and goals.

Section 2.7. Mutual Partnership Agreement. — The Parties, the Barangay Project Proponent and an Operations and Maintenance Group (O&M Group) shall execute a **MUTUAL PARTNERSHIP AGREEMENT (MPA)** as part of the long term operation and maintenance for sustainability of the PCRSP Sub-Project.

Section 2.8. Currency. — Article 1250 of Republic Act No. 386 otherwise known as the New Civil Code of the Philippines regarding extraordinary inflation or deflation of currency shall not apply in the disbursement of grants under this MOA.

Section 2.9. Periodic Review. — Programs, projects, and activities covered by specific SIAs under this agreement shall be subject to periodic reviews by all parties, focusing on (i) contributions of the PPAs to the achievement of the objective of poverty reduction; (ii) lessons and innovations in implementation, and; (iii) recommendations to enhance succeeding implementation.

ARTICLE III LOCAL COUNTERPART CONTRIBUTIONS

Section 3.1. MLGU Local Counterpart Contributions. — The MLGU agrees to contribute Local Counterpart Contributions (LCC), equivalent to at least twenty (20%) of the Municipal Grant Allocation as described in Section 2.2, covering the Sub-Project and Capacity Building Implementation Support (CBIS) at the MLGU and BLGU level, whether cash and in-kind for the implementation of community projects under the PCRSP. This includes expenses such as but not limited to: office space, national and local fees for permits and licenses, other certifications and clearances, and other costs of the same kind.

Section 3.2. LCC Delivery Plan — The MLGU LCC shall be accompanied by a **LOCAL COUNTERPART CONTRIBUTION DELIVERY PLAN** detailing the breakdown of contributions, timeline for delivery and responsible offices.

ARTICLE IV ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 4.1. Common Responsibilities. — The Parties shall:

- a. **Compliance with Program Guidelines.** — Implement the PCRSP in accordance with the Program's various manuals, policy issuances, and directives;
- b. **Designation of Focals.** — Designate personnel to act as focals for efficient and timely communication between the Parties.
- c. **Principles of PCRSP.** — Carry out the PCRSP in accordance with its principles of Participation, Transparency and Accountability not only in the implementation of the PCRSP Sub-Project but also in community mobilization, financial management, procurement and monitoring and evaluation. The Parties shall conduct the PCRSP CRIP process with due diligence and efficiency and in accordance with sound technical, managerial, social and environmental standards and practices, and maintain adequate records. The Parties agree especially to the following:

- i. **Preferential Targeting of Disadvantaged Sectors.** — Provide preferential attention to the participation of women, and other highly vulnerable groups (i.e. the poorest, Indigenous People (IP), youth, the elderly, and others) in the implementation of the Program;
 - ii. **Community Participation.** — Promote and support the active engagement of citizens and their organizations in the design, planning, and implementation of Program, Activity and Project (PAPs) on poverty reduction, and in the implementation of the PCRPP in the municipality;
 - iii. **Gender and Development.** — Implement MLGU and BLGU Gender and Development (GAD) plans and the prioritization of GAD-funded projects to participatory review and assessment of gender responsiveness, and to possible enhancement.
- d. **Preferential Targeting of Disadvantaged Sectors.** — Provide preferential attention to the participation of women, and other highly vulnerable groups (i.e. the poorest, Indigenous People (IP), youth, the elderly, and others) in the implementation of the PCRPP;
 - e. **Community Participation.** — Promote and support the active engagement of citizens and their organizations in the design, planning, and implementation of Program, Activity and Project (PAPs) on poverty reduction, and in the implementation of the PCRPP in the Municipality;
 - f. **Grievance Resolution.** — Address and resolve grievances and feedback received through appropriate means and procedures based on DSWD KALAHI-CIDSS guidelines;

Section 4.2. Roles of the DSWD. — The DSWD through the KALAHI-CIDSS shall:

- a. **Program Lead.** — Lead the implementation of the program, manage external relations and coordinate and collaborate with the LGUs on the planning, development, implementation, monitoring and evaluation of the PCRPP in a participatory and transparent manner;
- b. **Provision of Grants.** — Provision of municipal grant allocation to qualified target communities within the MLGU for PCRPP implementation ;
- c. **Provision of Support.** — Provide technical and administrative assistance to the MLGU in evaluating risks, vulnerabilities and capacities of the community:
 - i. **Technical Assistance to the MLGU.** — Provision of technical assistance in the development of community driven projects from directly identified risks and vulnerabilities;
 - ii. **Technical Assistance to the Communities.** — Provision of technical assistance to the community in the implementation of the Sub-Project including resource mobilization, procurement and project execution.
- d. **Capacity Building.** — Develop and undertake capability building activities to strengthen capacity and resilience of the communities and the LGUs;

- e. **Program Monitoring.** — Undertake monitoring activities and prepare regular reports on the status of the Project;
- f. **Conduct of Post Completion Activities.** — Ensure the long term sustainability of the PCRCP Sub-Project after completion and turnover through:
 - i. **Sustainability Evaluation (SE).** — Conduct Post Completion activities, such as Sustainability Evaluation (SE), recorded and monitored with the DSWD in the following schedule:

SE TEST	PARTIES	SCHEDULE
1st Round	DSWD-MLGU-BLGU-O&M Group	6 months from completion
2nd Round	DSWD-MLGU-BLGU-O&M Group	1 year after the 1st round
3rd Round	DSWD-MLGU-BLGU-O&M Group	1 year after the 2nd round
4th Round and subsequent tests	MLGU-BLGU-O&M Group	1 year from the last round

- g. **Others.** — To perform other actions as may be needed in the course of the implementation of the PCRCP.

Section 4.3. Roles of the MLGU. — The MLGU shall:

- a. **Program Coordination.** — Coordinate and collaborate with the DSWD on the implementation of the PCRCP through the following:
 - i. **PLGU - MLGU Coordination.** — When applicable, ensure coordination with the PLGU that has jurisdiction over the MLGU regarding their participation in the PCRCP;
 - ii. **Program Compliance.** — Ensure PCRCP Sub-Project completion in accordance with national laws, rules and regulations, project guidelines, processes, and standards;
 - iii. **Environmental and Social Safeguards.** — Ensure compliance with the Environmental and Social Management Framework (ESMF) and ensure participation of vulnerable sectors such as but not limited to:
 - a. Percentage of female participation in paid community labor - 35%
 - b. Percentage of Municipalities with at least 40 percent female representation in MResT-MDC - 90%
 - iv. **Integration into Municipal Planning.** — Ensure incorporation of the PCRCP into MLGU plans such as but not limited to the Comprehensive Development Plan and the Municipal Development Plan.
- b. **Provision of LCC.** — Local Counterpart Contributions (LCC), whether in cash or in kind worth at least twenty (20%) of the Municipal Grant Allocation for the implementation of community Sub-Projects and for Capacity Building and Implementation Support (CBIS). The LCC may include expenses such as but not limited to: national and local fees for permits and licenses, other certifications and

clearances, administrative expenses, office space, equipment and other costs of the same kind which shall be stated in the LCC Delivery Plan;

- c. **Provision of Support.** — Provide technical and administrative assistance, in evaluating risks, vulnerabilities and capacities of the community, such as but not limited to:
- i. **Technical Assistance to the Communities.** — Provide inputs and technical assistance during the implementation of the PCRPP particularly in the assessment of risks and vulnerabilities to strengthen the capacities of municipal and community stakeholders in resilience-building, project development, and implementation, in alignment with the principles of inclusive and community-driven governance;
 - ii. **Engagement of PCRPP Staff.** — Engage personnel for PCRPP Implementation with rates in accordance with Executive Order No. 64 series of 2024 entitled “Updating the Salary Schedule for Civilian Government Personnel and Authorizing the Grant of an Additional Allowance, and For Other Purposes” consummate to their income classification at the time of the execution of this MOA.
 - iii. **Documentary Facilitation.** — Provide legislative and administrative support through the issuance of the appropriate resolutions, and securing required permits and clearances, ensuring compliance with regulatory requirements necessary for sub-project implementation;
 - iv. **Technical Review.** — Provide and conduct technical review of all community Sub-Projects;
 - v. **Logistical Support.** — Provision of necessary facilities for PCRPP staff such as office space, supplies and facilities; and
 - vi. **Safety and Security.** — Provision of sufficient security measures to ensure safety of personnel.
- d. **Establishment of Municipal Teams.** — Establish the following for the implementation of the PCRPP:
- i. **Municipal Resilience Team (MResT)** composed of the heads and technical staff of relevant technical units of the MLGU and is tasked with providing technical support to Project implementation as well as ensuring the inclusion of the PLGU.;
 - ii. **Municipal Coordinating Team (MCT)** responsible for providing implementation support to the Area Coordinating Team (ACT) and the provision of technical assistance to the MLGU and BLGU, as well as to the Barangay Resilience Sub-Project Management Committees (BRSPMC) and community members in carrying out project activities at both municipal and barangay levels.;
 - iii. **Local Project Monitoring Committee (LPMC)** responsible for tracking progress in the implementation of the O&M Program and ensures that stakeholders are compliant to the Mutual MOA (MPA);

- iv. **Grievance Redress Team (GRT)** responsible for promoting accountability and transparency by providing a clear and accessible mechanism for addressing community concerns and complaints; and
- v. **Municipal Resilience Planning and Prioritization of PPAs (MRPP-PPA)** — Constitute the MRPP-PPA with the inclusion of ACT staff and community volunteers, and define its roles in the PCRP implementation;
- e. **Program Monitoring.** — Participate in the joint strategic monitoring of sub-projects with the DSWD to assess functionality, ensure sustainability, and provide necessary technical support to address implementation gaps; and
- f. **Conduct of Post Completion Activities.** — Ensure the long term sustainability of the PCRP Sub-Project after completion and turnover through:
 - i. **Sustainability Evaluation (SE).** — Conduct the Sustainability Evaluation (SE), with the DSWD on the agreed upon schedule:
 - ii. **Operations & Maintenance (O&M).** — Provide support and technical assistance to the Operation and Maintenance (O&M) groups for the sustainability of completed Sub-Projects.
 - iii. **Long Term Financial Allocation.** — Ensure that the Operation and Maintenance (O&M) of the PCRP Sub-Project receives regular funding and is incorporated into the Municipal/Barangay Development Plan (BDP) / Annual Investment Plan (AIP) of the actual O&M fund allocation.
 - iv. **Municipal Sustainability and Accountability Reporting (MSAR).** — Issue a Municipal Sustainability Plan and in the last year of implementation, issue an MSAR containing:
 - a. Review and assessment of implementation in all barangays, using the results of the BAR and various audit activities;
 - b. Identify lessons in community participation, situational analysis and planning, sub-project preparation, and SPI process and procedures, based on the results of the implementation review; and
 - c. Generate recommendations on using lessons learned in the implementation of the MRP.
 - v. **Municipal Completion Report (MCR).** — Submit Municipal Completion Report (MCR) at the third year of PCRP implementation.
- g. **Others.** — To perform other actions as may be needed in the course of the implementation of the PCRP.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1. Grounds for Default. — A Party shall be in default, delay or breach through the occurrence of any one or more of the following:

- a. **Failure to Transfer Grants.** — Failure to make, when due any transfer of funds to the aggrieved party required pursuant to the terms of the MOA, if such failure is not remedied within five (5) working days after the Defaulting Party receipt of the written notice of such transfer;

- b. **R.A. 3019.** — Violations of R.A. No. 3019 otherwise known as the Anti Graft and Corrupt Practices Act.
- c. **False Representation.** — 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 MOA; and
- d. **Failure to Fulfill Obligations.** — Failure to perform any material obligation set forth in this MOA, if such failure is not remedied within five (5) days after the Defaulting Party's receipt of written notice thereof.

Section 5.2. Justifiable Grounds for Default. — 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.

Section 5.3. Notice of Default. — 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 MOA and pursue any remedy available to it under this MOA.

Section 5.4. Effect of Default. — 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:

- a. **Acceleration.** — 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 to accelerate all amounts owing between the Parties and to liquidate and terminate this MOA;
- b. **Withhold Performance.** — Withhold any payments due to the Defaulting Party under this MOA and halt performance of the obligations under this MOA until compliance.
- c. **Termination.** — Within ten (10) days from receipt of notice thereof, the Parties may suspend or terminate this MOA in whole or in part immediately.

Section 5.5. Incomplete PCRP Sub-Project. — If the PCRP Sub-Project fails to be completed within the approved timeline or budget, the MLGU shall complete the remaining works and shoulder the remaining cost to complete the Sub-Project to render it functional. The details of which is to be formalized with the execution of an Exit Memorandum of Agreement (Exit MOA).

Section 5.6. Exit MOA. — To ensure the completion and deliver the remaining works of an incomplete PCRP Sub-Project, the Parties shall execute an **EXIT MEMORANDUM OF AGREEMENT** that outlines the terms and conditions for the MLGU takeover of the PCRP Sub-Project ensuring its completion and functionality.

Section 5.7. Liabilities. — Each Party shall be responsible for any liability arising from its own negligence or fraudulent acts or omissions or willful misconduct, without impleading the other parties to this Implementing MOU. However, the Parties shall jointly work to address any third-party claims.

Section 5.8. Period of Effectivity. — This MOA shall take effect upon signing hereof by the Parties and shall remain valid and effective for **FIVE (5) YEARS**, unless otherwise extended or revoked earlier by both Parties.

Section 5.9. Amendments and Modifications. — This MOA may be amended, modified or supplemented by the Parties when necessary for effective implementation and enforcement of the MOA.

Section 5.10. Renewal. — Upon mutual written agreement, the Parties may renew this MOA, in whole or in part, for a renewal term not to exceed the initial contract term.

Section 5.11. Recordkeeping. — The DSWD shall retain all records, including financial documents related to or arising from the implementation of the MOA during the execution of the PCRCP and thereafter for a period of not less than ten (10) years from the termination or the expiration of the MOA.

Section 5.12. Change in Management. — Any change in the composition of the Management of both parties during the effectivity of this MOA shall not in any way suspend or terminate the herein provisions unless for cause and upon mutual consent in writing of both parties.

Section 5.13. Confidentiality and Data Privacy. — The Parties agree that the provisions of Republic Act No. 19173 otherwise known as the *Data Privacy Act of 2012* shall be integrated into this MOA. No data or information arising from this MOA shall be disclosed to any third and/or private entity except the government for the purpose of regulation.

Section 5.14. Intellectual Property Rights. — Any intellectual creation or property resulting from the implementation of this MOA shall be subject to and protected according to Republic Act No. 8293 otherwise known as the *Intellectual Property Code of the Philippines* and its implementing rules and regulations.

Section 5.15. Separability Clause. — In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason by a declaration of a competent court or authority, the remaining provisions of the MOA shall remain valid, legal and enforceable and binding between the parties, their successors, and assignees.

IN WITNESS THEREOF, the parties hereunto affix their signature on this MOA on the ____ day of ____ 2025 in the _____.

**DEPARTMENT OF
SOCIAL WELFARE AND
DEVELOPMENT**

**MUNICIPAL LOCAL GOVERNMENT
UNIT OF _____**

By:

By:

Regional Director, Field Office

Municipal Mayor

SIGNED IN THE PRESENCE OF:

**Assistant Regional Director for
Operations/Administration/ Regional
Program Manager**

**Municipal Planning and Development
Officer / Municipal Social Welfare
Development Officer**

ACKNOWLEDGEMENT

Republic of the Philippines }
_____ } S.S.

SUBSCRIBED AND SWORN TO before me on the _____, day of _____, 20__, the following personally appeared before me and exhibited to me competent proofs of their identities:

NAME	IDENTIFICATION CARD	VALID UNTIL

both known to me and to me known to be the same persons who executed the foregoing instruments consisting of _____ pages, including this page where the acknowledgment appears, signed by the parties and their instrumental witnesses on this page and on the left hand margin of each and every page thereof and they acknowledge to me that the same is their free and voluntary act and deed as well as the corporations they represent.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.

(last page)