

Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City Government of Pasig

Resolution No. 15
Series of 2022

A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF PASIG THROUGH THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF SCIENCE AND TECHNOLOGY – NATIONAL CAPITAL REGION, DEPARTMENT OF SCIENCE AND TECHNOLOGY - INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE AND DEPARTMENT OF EDUCATION – SCHOOL DIVISION OFFICE – PASIG CITY, FOR THE PROJECT TITLED “SUPPORT TO THE LABORATORY TESTING NEEDS IN RESEARCH CAPSTONE AND SCIENCE INVESTIGATORY PROJECT OF PASIG CITY’S JUNIOR AND SENIOR HIGH SCHOOL LEARNERS”, AND FOR OTHER PURPOSES.

Authored by: Councilor Corazon M. Raymundo
Co- Authored by: Councilors Syvel C. Asilo, Ferdinand A. Avis, Regino S. Balderrama, Orlando R. Benito, Rhichie Gerard T. Brown, Mario C. Concepcion, Jr., Rosalio D. Martires, Reynaldo R. San Buenaventura III, Gregorio P. Rupisan Jr., Editha C. Santiago, Wilfredo F. Sityar, LIGA Pres. Rigor J. Enriquez and SK Fed. President Georgia Lynne P. Clemente

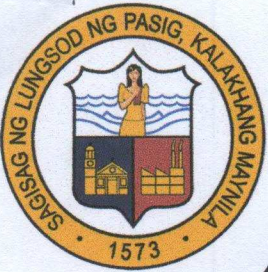
WHEREAS, Department of Science and Technology (DOST) core functions are to plan and implement programs and projects on Research and Development (R&D), technology transfer and the delivery of Science and Technology (S&T) services and develop institutional linkages with Regional Offices, other agencies, and local government and private organizations or entities for the effective planning and implementation of S&T programs in the region;

WHEREAS, Department of Science and Technology – Industrial Technology Development Institute (DOST-ITDI) is mandated to undertake research and development, promote the efficient transfer of generated technologies and provide technical services aimed towards making local industries globally competitive;

WHEREAS, DOST – ITDI through its testing laboratories/facilities, provides frontline testing & analytical services and technical advisory services to industry, academe, government and related stakeholders;

WHEREAS, the City Government of Pasig through its Local School Board approved projects that support school operations and curriculum implementation;

WHEREAS, School Division Office – Pasig City (SDO-Pasig City) is mandated to engage Junior High School and Senior High School students to develop the scientific research culture in basic education through the Science Investigatory Project (SIP) and Research Capstone;



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WHEREAS, SDO – Pasig City has signified interest to avail DOST- ITDI’s laboratory testing services;

WHEREAS, DOST – NCR, DOST – ITDI, SDO – Pasig City and the City Government of Pasig jointly agreed to extend their full cooperation for the effective implementation and completion of the project titled “Support to the Laboratory Testing Needs in Research Capstone AND Science Investigatory Project of Pasig City’s Junior and Senior High School Learners”;

NOW, THEREFORE ON SESSION DULY ASSEMBLED, THE SANGGUNIANG PANLUNGSOD, RESOLVES, AS IT IS HEREBY RESOLVED, to authorize the Honorable City Mayor, Victor Ma. Regis N. Sotto to enter into and sign a Memorandum of Agreement with Department of Science and Technology – National Capital Region, Department of Science and Technology – Industrial Technology Development Institute and Department of Education – School Division Office – Pasig City for the project titled “Support to the Laboratory Testing Needs in Research Capstone AND Science Investigatory Project of Pasig City’s Junior and Senior High School Learners.”

RESOLVED FURTHER, that the budgetary requirement to implement this Resolution shall be chargeable against the Special Education Fund 2022, subject to existing COA rules and regulations.

APPROVED this 10th day of **March 2022** in Pasig City, Metro Manila.

FERDINAND A. AVIS
Councilor

GREGORIO P. RUPISAN JR.
Councilor

MARIO C. CONCEPCION, JR.
Councilor

ORLANDO R. BENITO
Councilor

PASIG

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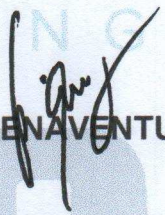


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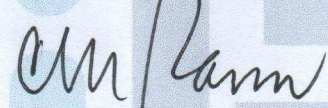
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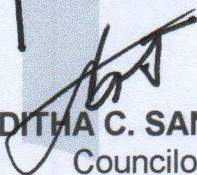
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REYNALDO R. SAN BUENAVENTURA III
Councilor


SYVEL C. ASILO
Councilor



REGINO S. BALDERRAMA
Councilor

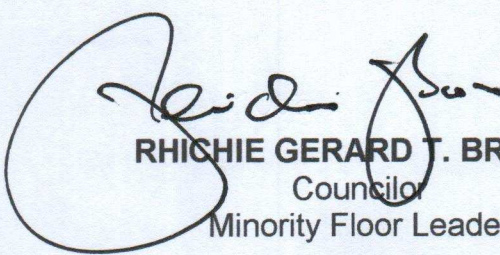

CORAZON M. RAYMUNDO
Councilor


EDITHA C. SANTIAGO
Councilor


WILFREDO F. SITYAR
Councilor


RIGOR J. ENRIQUEZ
LIGA President


GEORGIA LYNNE P. CLEMENTE
SK Fed. President


RHICHIE GERARD T. BROWN
Councilor
Minority Floor Leader


ROSALIO D. MARTIRES
Councilor
Majority Floor Leader



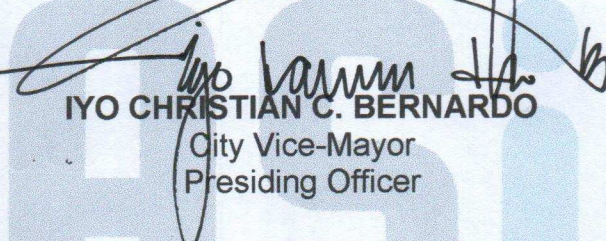
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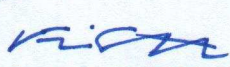
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Attested by:


IYO CHRISTIAN C. BERNARDO
City Vice-Mayor
Presiding Officer

APPROVED:


VICTOR MA. REGIS N. SOTTO
City Mayor

Attested by:


LOIDA U. VILLANUEVA
Acting City Council Secretary

PASIG

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this ___ day of _____ 2022 by and among:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY-NATIONAL CAPITAL REGION**, a regional office of the Department of Science and Technology, with principal office address at DOST Compound, General Santos Avenue, Bicutan, Taguig City, herein represented by its Regional Director, **JOSE B. PATALINJUG II**, and hereinafter referred to as "**DOST-NCR**";

-and-

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE**, a line agency of the Department of Science and Technology duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at DOST Compound, General Santos Avenue, Bicutan, Taguig City, Metro Manila, represented in this Agreement by its Director, **DR. ANNABELLE V. BRIONES**, and hereinafter referred to as "**DOST-ITDI**";

-and-

The **LOCAL GOVERNMENT UNIT – PASIG CITY** with principal office address at Caruncho Ave., Brgy. San Nicolas, Pasig City, represented in this Agreement by its Mayor, **VICTOR MA. REGIS N. SOTTO**, and hereinafter referred to as "**LGU PASIG CITY**";

-and-

The **DEPARTMENT OF EDUCATION – SCHOOL DIVISION OFFICE-PASIG CITY**, with principal office address at Caruncho Ave., San Nicolas, Pasig City, represented in this Agreement by its Division Superintendent, **MA. EVALOU CONCEPCION A. AGUSTIN**, and hereinafter referred to as "**SDO-PASIG CITY**";

Which are collectively referred to herein as the "**PARTIES**".

WITNESSETH, That:

WHEREAS, **DOST-NCR**'s core functions are to plan and implement programs and projects on Research and Development (R&D), technology transfer and the delivery of Science and Technology (S&T) services and develop institutional linkages with Regional Offices, other agencies, and local government and private organizations or entities for the effective planning and implementation of S&T programs in the region;

WHEREAS, **DOST-ITDI**, is mandated to undertake research and development, promote the efficient transfer of generated technologies and provide technical services aimed towards making local industries globally competitive;

WHEREAS, DOST-ITDI, through its testing laboratories/facilities, provides frontline testing & analytical services and technical advisory services to industry, academe, government and related stakeholders;

WHEREAS, LGU PASIG CITY, through its Local School Board, approves projects that support **school operations and curriculum implementation**;

WHEREAS, SDO-PASIG CITY, is mandated to engage Junior High School and Senior High School students to develop the scientific research culture in basic education through the Science Investigatory Project (SIP) and Research Capstone;

WHEREAS, SDO-PASIG CITY, has signified interest to avail DOST-ITDI's laboratory testing services;

WHEREAS, DOST-NCR, DOST-ITDI, LGU PASIG CITY and SDO-PASIG CITY, jointly agreed to extend their full cooperation for the effective implementation and completion of the project titled, *"Support to the Laboratory Testing Needs in Research Capstone and Science Investigatory Project of Pasig City's Junior and Senior High School Learners"*;

NOW, THEREFORE, for and in consideration of the foregoing premises and the stipulations herein set forth, the parties have agreed as follows:

RESPONSIBILITIES OF THE PARTIES:

1. That the **DOST-ITDI** shall:
 - 1.1. Assign technical staff who will conduct the test and analyses needed per Science Investigatory Project (SIP) and Research Capstone;
 - 1.2. Prepare individual Technical Service Request (TSR) to the customer student and/or adviser indicating the name of sample(s), tests required, and equivalent test fees; and
 - 1.3. Provide professional guidance during consultation on the laboratory test results as the need arises.
2. That the **DOST-NCR** shall:
 - 2.1. Assist in the preliminary assessment of Science Investigatory Projects for Junior High School and Research Capstone for Senior High School students; and
 - 2.2. Conduct a hybrid training-workshop on Scientific Research (SIP and Research Capstone) from the research proposal to the final research paper.
3. That the **LGU-PASIG CITY** shall:
 - 3.1. Pay to DOST-ITDI a maximum testing fee amounting to Seven Hundred Thirty Thousand Pesos (P730,000.00) as contract testing fee by the last week of November 2022 upon the completion of the laboratory tests availed by the student-researchers;
4. That the **SDO-PASIG CITY** shall:
 - 4.1. Assign a technical staff/focal person who will coordinate with the Parties on the implementation of the project activities;
 - 4.2. Submit the required or specified sample/s for the laboratory test through the research adviser; and
 - 4.3. Agree with the specific laboratory of the DOST-ITDI on the name of sample (s), tests required, and test fees as reflected on the TSR.

5. Other conditions:

- 5.1. That this agreement shall take effect upon signing hereof and shall remain in force for a period of nine (9) months unless otherwise extended or sooner terminated upon mutual written consent of all parties;
- 5.2. That tests and analyses needed for completion of SIP and Research Capstone are within DOST-ITDI's published services capabilities.
- 5.3. That any additional work beyond the scope of work stipulated in this Agreement shall be subject to another agreement and applicable charges;
- 5.4. That the result obtained from tests and analysis shall not be used for marketing and/or commercial purposes of the parties;
- 5.5. That neither of the parties shall be liable in any way for failure to observe or perform any provision hereof if such failure shall be caused by any law, rule, or regulation of any constituted public authority or shall be to any cause beyond the control of the party in default; and
- 5.6. That both parties agree that in all matters relating to this agreement, whether during its existence or after its termination, and in all matters concerning the provisions of this Agreement where any question or dispute or difference shall arise between parties, every such question, dispute or difference shall be settled in good faith.

III. PROJECT DURATION

The **PROJECT** shall be completed within a period of NINE (9) MONTHS to commence immediately the testing and laboratory analyses from MARCH 2022 to NOVEMBER 2022.

IV. DATA SHARING, CONFIDENTIALITY AND NON-DISCLOSURE

The Parties hereby agree to protect and not to disclose to a third party any personal and confidential information derived from the implementation of the project or use the same outside the purpose of the **PROJECT** and this Agreement without prior written consent from the Data Subject in compliance with R.A. No. 10173 otherwise known as the "Data Privacy Act of 2012", its implementing rules and regulations and other applicable circulars/advisories of the National Privacy Commission (NPC). This provision shall remain effective even after the termination or completion of this Agreement.

V. INFORMATION AND PUBLICATION AND PROGRAM/ PROJECT REFERENCES

Mention of the **PROJECT**, release of any information, use of name and/or logo of the other party in any and all publication, information materials, promotions in whatever form of media should first obtain the concurrence of all parties concerned.

VI. AMENDMENTS

This Memorandum of Agreement shall not be amended except with a written agreement entered by all parties concerned.


VII. ALTERNATIVE MODES OF DISPUTE RESOLUTION AND VENUE

This MOA shall be governed by Philippine laws. All disputes, controversies or claims arising out of, or in connection with, this MOA for breach of any provision hereof, which cannot be resolved by the herein contracting parties, shall be settled through arbitration in accordance with Chapter XIV, Book IV of the Administrative Code of 1987 (E.O. 292) and in conjunction with Section 10, Chapter 3 Book VII, of the same Code. Arbitration proceedings costs, including payment for the contracted arbitrators of both parties, shall equally be shouldered by the Parties. The venue shall be in Taguig City ONLY.

The venue for any other legal action arising out of this MOA requiring Court Litigation shall be the court of competent jurisdiction in Taguig City ONLY.


VIII. EFFECTIVITY

This Memorandum of Agreement shall take effect upon signing of all the herein **PARTIES** and shall be in full force and effect until the completion of the **PROJECT**.


IN WITNESS WHEREOF, the Parties have hereto affixed their signature this _____ day
of _____, 2022 in _____.


LOCAL GOVERNMENT UNIT PASIG
CITY

By:


DEPED SCHOOLS DIVISION OFFICE -
PASIG

By:

HON. VICTOR MA. REGIS N. SOTTO
Mayor

MS. MA. EVALOU CONCEPCION A.
AGUSTIN

Schools Division Superintendent


DOST-NATIONAL CAPITAL REGION

By:

DOST- INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE

By:

JOSE B. PATALINJUG III
Regional Director



DR. ANNABELLE V. BRIONES
Director

SIGNED IN THE PRESENCE OF:








ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a NOTARY PUBLIC in and for _____, Philippines, personally appeared the following persons presenting to me competent proof of their identity:

Name	Government Issued Identification (GIID)	Date/Place of Issue
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VICTOR MARIA REGIS N. SOTTO

MA. EVALOU CONCEPCION A. AGUSTIN

ANNABELLE V. BRIONES

JOSE B. PATALINJUG III GSIS UMID ID CRN#006-0010-6892-2

All known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement consisting of six (6) pages including the page on which this Acknowledgment is written has been signed by the **PARTIES** and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL this _____ day of _____, 2022, at the place first above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022