



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City Government of Pasig

Resolution No. 26
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 LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION AND COCOLIFE, FOR THE PARTICIPATION OF PASIG CITY IN THE PILIPINAS SUPER LEAGUE 21U, AND FOR OTHER PURPOSES.

Authored By: SK Fed. President Georgia Lynne P. Clemente
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, Corazon M. Raymundo, Gregorio P. Rupisan Jr., Reynaldo R. San Buenaventura III, Editha C. Santiago, Wilfredo F. Sityar, and LIGA Pres. Rigor J. Enriquez

WHEREAS, LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION (Pilipinas Super League) will launch the inaugural season of the Pilipinas Super League 21U, a regional amateur basketball event in June 2022;

WHEREAS, Pilipinas Super League will undertake and oversee the planning; administration, operations, media affairs, television coverage and telecast of the said event;

WHEREAS, Pilipinas Super League has the necessary manpower resources capable to undertake and conduct the Pilipinas Super League event;

WHEREAS, COCOLIFE is fielding a team for Pilipinas Super League 21U with the goal of developing and nurturing athletic talent among the youth;

WHEREAS, City Government of Pasig together with COCOLIFE strongly believe in the concept and potential of the Pilipinas Super League and hereby signifies its willingness and capability to organize a competitive basketball team that will represent the best players of Pasig City to participate in the inaugural season of the league.

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Pasig resolved, as it hereby resolved, to authorize 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 LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION and COCOLIFE for the participation of Pasig City in the Pilipinas Super League 21U.



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RESOLVED, FURTHER, that the copies of Memorandum of Agreement shall form integral part of this Resolution.

APPROVED this 16th day of **June 2022** in Pasig City.

FERDINAND A. AVIS
Councilor

MARIO C. CONCEPCION, JR.
Councilor

GREGORIO P. RUPISAN JR.
Councilor

ORLANDO R. BENITO
Councilor

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



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RHICHIE GERARD T. BROWN
Counselor
Minority Floor Leader

ROSALIO D. MARTIRES
Counselor
Majority Floor Leader

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

UMAAGOS ANG PAG-ASA

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Authored by: CHAIRMAN OF COMMITTEE ON SPORTS

WHEREAS, LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION (Pilipinas Super League) will launch the inaugural season of the Pilipinas Super League 21U, a regional amateur basketball event in June 2022;

WHEREAS, Pilipinas Super League will undertake and oversee the planning; administration, operations, media affairs, television coverage and telecast of the said event;

WHEREAS, Pilipinas Super League has the necessary manpower resources capable to undertake and conduct the Pilipinas Super League event;

WHEREAS, COCOLIFE is fielding a team for Pilipinas Super League 21U with the goal of developing and nurturing athletic talent among the youth;

WHEREAS, City Government of Pasig together with COCOLIFE strongly believe in the concept and potential of the Pilipinas Super League and hereby signifies its willingness and capability to organize a competitive basketball team that will represent the best players of Pasig City to participate in the inaugural season of the league.

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Pasig resolved, as it hereby resolved, to authorize 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 LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION and COCOLIFE for the participation of Pasig City in the Pilipinas Super League 21U.

RESOLVED, FURTHER, that the copies of Memorandum of Agreement shall form integral part of this Resolution.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between:

The **LAS ISLAS FILIPINAS SUPER LEAGUE CORPORATION (PILIPINAS SUPER LEAGUE)**, a corporation registered under the Security and Exchange Commission, duly organized and existing under Philippine laws, with office address at 934 C. Castaneda, Namayan, Mandaluyong City, Philippines and represented herein by its President **ROCKY ENGHUAT A. CHAN** and, hereinafter referred to as PSL;

COCOLIFE is represented herein by **ATTY. JOSE MARTIN A. LOON**, Filipino of legal age and with an official mailing address at Cocolife Bldg., 6807 Ayala Avenue, Makati City, respectively, hereinafter referred to as the TEAM OWNER;

- and -

CITY GOVERNMENT OF PASIG, represented herein by **VICTOR MA REGIS N. SOTTO**, Filipino of legal age and with an official mailing address at Pasig City Hall, Caruncho Avenue, Barangay San Nicolas, Pasig City Philippines and Cocolife Bldg., 6807 Ayala Avenue, Makati City, respectively, hereinafter referred to as the CO-TEAM OWNER or LGU.

WITNESSETH:

WHEREAS, PSL will launch the inaugural season of the Pilipinas Super League 21U, a regional amateur basketball event in June 2022.

WHEREAS, PSL will undertake and oversee the planning; administration, operations, media affairs, television coverage and telecast of the said event.

WHEREAS, PSL has the necessary manpower resources capable to undertake and conduct the Pilipinas Super League event;

WHEREAS, TEAM OWNER and CO-TEAM OWNER are basketball aficionado and involved in the development of sports and will represent the City of Pasig.

WHEREAS, TEAM OWNER and CO-TEAM OWNER strongly believe in the concept and potential of the Pilipinas Super League and hereby signifies its willingness and capability to organize a competitive basketball team that will represent the best players of Pasig to participate in the inaugural season of the league.

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

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. PSL shall:

1.1 Conduct the first regional 21 and under event beginning in June 2022 as an amateur league under the guidance of the Pilipinas Super League organization.

1.2 *Event Management*. Undertake the planning, organization, administration, operations, sales, marketing and promotions, TV coverage and telecast of the 2022 Pilipinas Super League 21U event. PSL shall be responsible for acquiring all the National and Regional free TV or Cable TV airtime to telecast the games. All the TV spots or commercials spots that PSL may sell in this National and Regional broadcast will accrue exclusively to PSL.

1.3 *Schedule of Games*. Prepare the schedule of the games which will be consulted in advance with the team and representatives of the participating teams in the said event.

1.4 *League Technical Operations*. Oversee the technical operations of the event including the creation of a referee pool and training and oversee the conduct of the games, including decisions on imposition of penalties and fines to players and teams when necessary. The rules and regulations for

2022 season will be discussed with team representatives prior to the opening of the event.

1.5 *Affiliation*. Officially recognize the affiliation of the Second Party in the League as a member pioneer team.

1.6 *Marketing and Promotions*. Handle the nationwide marketing and promotions of the league event in the form of press releases, print ads and TV coverage on National and Regional scale.

1.7 *Expenses*. The operational and technical expenses for conducting the said event will be the sole responsibility of PSL.

2. The TEAM OWNER shall:

2.1 *Form*, at its own expense, a competitive Basketball team that will participate in the Pilipinas Super League event.

2.2 *Franchise*. No franchise fee for PSL 21-U and there is no exclusivity in the area of jurisdiction.

2.3 *Team name and moniker*. TEAM OWNER's team shall be known as the **PASIG COCOLIFE PIRATES**. It may also produce a team moniker name.

2.4 *Team Logo*. The TEAM OWNER will produce an official team logo, in coordination with the CO-TEAM OWNER

2.5 *Rules and regulations*. TEAM OWNER shall abide by all the rules and regulations of PSL concerning game schedules, players and coaching staff, team rules, marketing and promotions as well as other matters that may affect the integrity and operations of the event. All teams are mandated to strictly adhere to the principles of professionalism and integrity through compliance with the pertinent laws and directives of the government agency regulating the sports industry.

2.6 *Team participation*. TEAM OWNER warrants that the team shall participate in the entire duration of the 1st conference of the PSL 21-U 2022 season.

2.7 *Leave of absence*. Inform the league thirty (30) days prior to the start of the conference if it intends to file a leave of absence, and provide a justifiable reason for the same. In case the TEAM OWNER fails to participate in two (2) successive conferences, PSL shall terminate the agreement and forfeit any/and all fees paid by TEAM OWNER.

2.8 *Team representative*. Designate an official Team Representative to represent the TEAM OWNER in official meetings with the league and others.

2.9 *Team participation cost*. Pay the participation cost of Two Hundred Fifty Thousand Pesos (PHP 250,000.00) per conference. This shall be paid prior to the start of the tournament.

- Mode of payment: 50% upon signing of the MOA, Full payment one (1) week prior to the start of the tournament.
- If full payment is unsettled one (1) week prior to the tournament all initial payments made shall be forfeited and shall not allow the team to participate in the said tournament.
- Cash Bond- Twenty-Five Thousand Pesos (PHP 25,000.00) one week prior to the start of the tournament as a guarantee for payment on penalties and other violations during the tournament. If not, penalties incurred during the duration cash bond shall be given back to the team.
- All payments are to be made payable under the BDO account of Las Islas Filipinas Super League Corporation (Account # **0002 4805 5082**). Any payments made/sent to a different account number shall not be recognized by the league.

- 2.10 *Team Jerseys.* Abide by the guidelines of PSL regarding the installation of logos and brands in the official jerseys of the team.
- 2.11 *Local promotions.* In coordination with the league marketing and promotions team, the TEAM OWNER shall oversee and undertake the local promotions of the team and the games in local dailies and other activities that will help promote the team and event.
- 2.12 *Assistance in venues, hotels, and transportation.* Assist the league personnel's visiting teams in acquiring the best possible rates or fees for hotels and accommodation when on their home turf.
3. The CO-TEAM OWNER/ LGU shall:
- 3.1 Provide support to the TEAM OWNER in the operations of the Team, such as, but not limited to:
- 3.1.1 Recognition of the Team as the official team representing the City of Pasig in the PSL tournament.
- 3.1.2 Provision of venues for team practices, if available.
- 3.1.3 Provision of venues for tournament games, if available.
- 3.2 Conduct games to scout for prospective homegrown talents to be recruited as part of the pool of athletes of the Team.
- 3.3 Enable the use of branding logo for use in Team jerseys and other promotional materials.
- 3.4 Send a representative to attend the tournament games being played by the Team.
- 3.5 Designate a representative, through the Sports Development Program, to attend meetings and other activities of the Team.

II. BENEFITS OF TEAM OWNERS

1. If the game is hosted by TEAM OWNER in its home province, TEAM OWNER shall be entitled to gate receipts (50%) share of all games played by the team in their home court. The team owner and co-team owner shall shoulder the Venue, utilities, security, standby generator, game clock and shot clock and practice venue of teams.
2. TEAM OWNER shall keep all the financial support and assistance that the local government and the local business community will extend to the team.
3. TEAM OWNER is entitled to keep all local sponsorships that it may solicit. PSL shall provide TEAM OWNER with media values within the game venue in the city or province in the form of streamer positions in the upper levels for its local sponsors. Likewise, VIP tickets will be allocated to TEAM OWNER which it can use as part of its local sponsorship package.
4. All teams including TEAM OWNER shall allow PSL to produce merchandise and sell items such as t-shirts, caps and others of the league's participating teams. Each team shall be entitled to a thirty percent (30%) share in the sale of their respective merchandise.

III. FORCE MAJEURE. Either of the party shall not be responsible for any failure to perform its obligations in this Agreement due to unforeseen circumstances or causes beyond its control including but not limited to, natural calamities, fire, accidents, war, riot, embargoes strike, or acts of civil or military authorities.

IV. VENUE OF ACTION. In the event of any litigation arising from the interpretation and execution of any of the provisions of this MOA, the parties agree that the venue

shall be in the proper courts of the City of Mandaluyong, to the exclusion of other venues.

PILIPINAS SUPER LEAGUE

PASIG PIRATES COCOLIFE

ROCKY ENGHUAT CHAN

VICTOR MA. REGIS N. SOTTO

ATTY. JOSE MARTIN A. LOON

Signed in the presence of

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____ on _____ personally appeared:

Name	Competent Identification Document
PILIPINAS SUPER LEAGUE	TIN No. _____
ROCKY ENGHUAT CHAN	Passport/TIN No. _____
VICTOR MA. REGIS N. SOTTO	Passport/TIN No. _____
ATTY. JOSE MARTIN A. LOON	Passport/TIN No. _____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free voluntary act and deed as well as the free voluntary act and deed of the corporation represented herein.

This instrument consists of three (3) pages including this page whereon the acknowledgment clause is written, signed by the parties together with their instrumental witnesses on each and every page thereof, sealed with my notarial seal, refers to MEMORANDUM OF AGREEMENT (MOA).

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