



Republic of the Philippines
PROVINCE OF ZAMBOANGA DEL NORTE
Municipality of Siayan



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF
SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 5TH DAY OF
SEPTEMBER 2022.**

PRESENT:

Hon. Josecor S. Gepolongca, Presiding Officer
Hon. Daisy A. Limbang, Majority Floor Leader
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore
Hon. Roel J. Fabiran,
Hon. Rey L. Anugon,
Hon. Wencito B. Intoy,
Hon. Billynel C. Catig,
Hon. Estrella S. Zapatos, Minority Floor Leader
Hon. Maribel C. Okay, LIGA President
Hon. Phil A. Saraga, SK Fed. President
Hon. Johnny C. Anugon, Sr. IPMR

Municipal Vice Mayor
Sangguniang Bayan Member

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ABSENT:

None

**"RESOLUTION NO. 200
Series of 2022**

RESOLUTION AUTHORIZING THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL REPRESENTING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA), REPRESENTED BY THE DIRECTOR GENERAL SEC. ISIDRO S. LAPEÑA, PhD. CSEE AND SINDANGAN ZAMBO-RIVER POWER CORPORATION REPRESENTED BY ITS PROJECT MANAGER MR. FRANCIS RUTHER C. ICAO, FOR THE IMPLEMENTATION OF TESDA PROGRAMS IN THIS MUNICIPALITY.


WHEREFORE, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Estrella S. Zapatos, Hon. Wencito B. Intoy and Hon. Rau; P. Dominise, it was

RESOLVED, as this body hereby resolved by **AUTHORIZING THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL REPRESENTING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE 1ST VALLEY BANK, SINDANGAN BRANCH REPRESENTED BY ITS BRANCH MANAGER JAIME S. MONTEALTO FOR SALARY LOAN SCHEME.**

RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information, reference and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing Resolution.


WILFREDO G. DOMPALES
Sangguniang Bayan Secretary

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


JOSECOR S. GEPOLONGCA
Municipal Vice Mayor
(Presiding Officer)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this _____ at _____, by and between:

The **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**, an agency of the national government created by virtue of Republic Act No. 7796 with principal office address at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, represented herein by the Director General **SEC. ISIDRO S. LAPEÑA, PhD, CSEE**, and herein referred to as **TESDA**;

AND

The **MUNICIPALITY OF SIAYAN**, a municipality in the Province of Zamboanga del Norte created and existing and under by the laws of the Republic of the Philippines, represented in this instance by its Municipal Mayor, **ALBERTO J. BONGCAWEL**, of legal age, Filipino and with postal address at Poblacion, Siayan, Zamboanga del Norte, hereinafter referred to as the "**LGU**";

AND

SINDANGAN ZAMBO-RIVER POWER CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 4th Floor League One (Formerly Alphaland) Southgate Tower, 2258 Chino Roces Avenue cor. EDSA, Makati City, represented herein by its Project Manager, **MR. Francis Ruther C. ICAO**, hereinafter referred to as the "**Company**".

TESDA, LGU and Company shall herein be referred individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, TESDA is mandated by law to provide relevant, accessible, high quality and efficient technical education and skills development in support of the development of high-quality Filipino middle-level manpower responsive to and under Philippine development goals and priorities;

WHEREAS, TESDA supports partnership arrangements and recognizes the active participation of various stakeholders such as the Local Government Units and the Industry in technical education and skills development;

WHEREAS, TESDA is expanding and providing equal opportunities for the greater number of people particularly the marginalized group and facilitates access to training and scholarship programs;

WHEREAS, the Municipality of Siayan is a Local Government Unit that fosters economic growth and livelihood development through technical education and skills training and enhancement among the residents of the Municipality of Siayan;

WHEREAS, for the systematic implementation of technical education and skills training, the Municipality has institutionalized the Siayan Community Learning Hub to oversee, direct and implement technical education and skills training programs;

WHEREAS, COMPANY is engaged in the business of Power Industry and is interested in assisting the development of Filipino manpower responsive to the needs of the Industry;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, for themselves, their successors and assigns, mutually agree to the following terms and conditions:

1. ROLES AND RESPONSIBILITIES OF TESDA.

- 1.1. TESDA shall assist the LGU in the establishment of Community Training Center in the Municipality of Siayan through the Siayan Community Learning Hub;
- 1.2. TESDA shall provide, through its TESDA Training Institutions (TTI) in the Province of Zamboanga del Norte, qualified trainers or resource persons for qualifications or training programs, whether full qualification or cluster of competencies that are mutually identified by all the parties that shall be offered in the Community Training Center; and
- 1.3. TESDA shall share technical know-how as well as administrative guidance in the establishment and operation of the Community Training Center by the Siayan Community Learning Hub.

2. ROLES AND RESPONSIBILITIES OF THE LGU.

- 2.1. The LGU shall provide funds for the establishment of Community Training Center through the Siayan Community Learning Hub, among others the following:
 - 2.1.1. Dedication of Land, Building, and other Facilities for the Community Training Center;
 - 2.1.2. Procurement of training facilities, equipment, furniture and instructional materials;
 - 2.1.3. Provision of Human Resources/Personnel for the operations and maintenance of the training center;
 - 2.1.4. Continue to provide financial assistance in support of the conduct of the community training;
- 2.2. The LGU's Community Training Center shall register its Training Programs to the Technical Education and Skills Development Authority Zamboanga del Norte Provincial Office upon endorsement by the Sangguniang Bayan.

3. ROLES AND RESPONSIBILITIES OF THE ALSONS

- 3.1. The Company shall provide for the tools and equipment necessary for the conduct of the skills training and enhancement; and
- 3.2. The Company shall prioritize the hiring qualified training graduates in their ongoing project in this municipality;

4. EXPENSES AND COSTS

The Parties agree that no form of compensation, fee, or charge shall be required by one Party from the other for the performance of their respective responsibilities mentioned above, nor for the performance of ancillary services to give full effect to the said responsibilities.

5. OTHER CONDITIONS OF THE MOA

3.1. This MOA does not in any way prevent the parties from stipulating such other terms and conditions as may hereafter be agreed upon by the parties; and

3.2. No waiver, amendment, supplement, or other modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both Parties.

6. EFFECTIVITY

This Memorandum shall take effect upon signing thereof and shall continue for a period of five (5) years, unless the parties or any of the parties decides to terminate the agreement before the term ends. In case of such termination, the party initiating the termination shall notify the other parties at least one (1) month from the date of the effectivity of termination without prejudice to the obligations already incurred. Specifically, activities that take time to finish and have already been commenced shall continue until conclusion with due consideration to the effectivity of the termination as herein contemplated.

7. ASSIGNMENT

Except as otherwise provided herein, this Agreement shall not be assigned or transferred in whole or in part, by any Party or by operation of law without the prior written consent of the other Party. Any attempted or purported assignment in violation of this Section shall be null and void and of no force or effect whatever.

8. FORCE MAJEURE

No party shall be responsible for any failure to perform or delay due to causes beyond its reasonable control which are unforeseeable, unavoidable or their origin is not due to negligence or lack of care, or for acts of God, sabotage, floods, epidemics, quarantine restrictions, accidents, typhoons, labor dispute, the public enemy, wars or revolutions, riots, freight embargoes, fire, explosions, strikes, orders, restraints or prohibitions by any government authority, and other causes analogous or similar to the foregoing, hereafter known as force majeure ("Force Majeure")

Inability to perform by reason of Force Majeure shall not make the non-performing party liable for damages to the others.

9. DATA PRIVACY

Any information or data containing Personal Information or Sensitive Personal Information, as defined under the Republic Act No. 10173 or the Data Privacy Act of 2012 ("Data Privacy Act"), which the Parties may have access to or obtained during the execution and implementation of this Agreement, shall be subject to the provisions of the Data Privacy Act, its implementing rules and regulations and the relevant issuances of the National Privacy Commission of the Philippines.

10. MISCELLANEOUS PROVISIONS

10.1 This MOA shall be the sole governing document of the relationship between TESDA, LGU AND Company with reference to the skills training and enhancement as facilitated by Siayan Community Learning Hub.

10.2 Nothing herein shall be construed to create any partnership or fiduciary relationship among the parties, or constitute a party as a partner, agent or representative of the other a for any purpose whatsoever.

10.3 In the event that any of the terms, covenants or conditions hereof or the application of any such term, covenant or condition shall be held invalid as to any Party or in any circumstance by any court having jurisdiction, the remaining terms, covenants and conditions and the application thereof to any Party or in any circumstance shall not be affected thereby.

10.4 The failure of any Party to enforce any of the terms and conditions or to exercise any right or privilege under this Agreement shall not be construed as thereafter waiving any such terms and conditions or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred. No waiver or amendment of this Agreement shall be valid unless stated in writing and executed by an authorized officer of the granting Party, and any such waiver shall be deemed to extend only to the particular breach waived and shall not limit or otherwise affect any rights that the other Party may have with respect to any other or future breach.

10.5 In case of violation or non-compliance by either party with any of the terms and conditions of this Agreement, it shall be amicably resolved among the parties within the period of thirty (30) calendar days from written notice of such violation or non-compliance served by the other party.

10.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10.7 Any notice, communication, or acknowledgment required to be given by any Party to the other Party shall be deemed validly served by hand delivery or by prepaid registered letter sent through the post or by e-mail or by facsimile transmission to its address given herein or such other address as may from time to time be notified for this purpose. Any notice served by hand shall be deemed to have been served on delivery; any notice served by e-mail or by facsimile transmission shall be deemed to have been served when sent; and any notice served by prepaid registered letter shall be deemed to have been served seventy-two (72) hours after the time at which it was posted. In proving service, it shall be sufficient in the case of service by hand and prepaid registered letter, to prove that the notice was properly addressed and delivered or posted, as the case may be; in the case of service by e-mail, to prove that the correct confirmed answerback was received; and in the case of service by facsimile transmission to prove that the transmission was confirmed as sent by the originating machine.

Unless otherwise specified by notice in writing, the addresses for such notice shall be:

Company: SINDANGAN ZAMBO-RIVER POWER CORP.
Plant Site Address: Barangay Pange, Siayan, Zamboanga del Norte
Attention: FRANCIS RUTHER C. ICAO
Email: fcicao@alsonspower.com
Facsimile Number:
Telephone Number:

If to the Party: LGU SIAYAN, ZAMBOANGA DEL NORTE
Address: Barangay Poblacion, Siayan, Zamboanga del Norte
Attention: MAYOR ALBERTO J. BONGCAWEL
Email:
Facsimile Number:
Telephone Number:

If to the Party: TESDA
Address:
Attention:
Email:
Facsimile Number:
Telephone Number:

Any Party may, at any time, by notice to the other Party, designate different or additional persons or different addresses for the giving of notices hereunder.

10.8 This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, commitments, representations and

discussions between the Parties pertaining to the subject matter of this Agreement.

10.9 This Agreement shall be governed by and construed under the laws of the Philippines.

10.10 Each Party agrees that, from time to time upon notice of the other Party, it shall execute and deliver such further documents and do such other acts and things as the other Party may reasonably request in order to give full effect to the purposes of this Agreement.

10.11 The Parties shall treat as secret and confidential any and all information acquired by him in the performance of his services and shall not disclose any such information to any person, firm or corporation, or any proceeding, tribunal or agency without the prior written consent of the other Party and its employees. Any disclosure of any information in violation of this agreement shall be a ground for an action for damages against the other Party.

(Signature page follows)

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day
of _____, 2022 at _____, Philippines.

By:

SIGNED IN THE PRESENCE OF:

LOCAL GOVERNMENT UNIT OF
THE MUNICIPALITY OF SIAYAN

ALBERTO J. BONGCAWEL
Municipal Mayor

ATTY. JOSECOR S. GEPOLONGCA
Municipal Vice Mayor, LGU Siayan

JOHNNY C. ANUGON SR.
Tribal Chieftain, LGU Siayan

TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY

SEC. ISIDRO S. LAPENA PhD, CSEE
Director General

ALAN T. BACATAN
Provincial Director
TESDA PO, ZAMBOANGA DEL NORTE

**SINDANGAN ZAMBO-RIVER
POWER CORPORATION**

FRANCIS RUTHER C. ICAO
Project Manager

MARIA JIJQ. LARA
AVP, HRA & Organizational Development, AEDC

RUBEN G. TUINGPALAN
VP, Corporate Affairs, AEDC

ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of _____, 2022, Notary Public and for the City of _____ personally appeared the following, who are identified by me through competent evidence of identity:

Name	Government Issued ID No.	Date and Place of Issue
Francis Ruther C. Icao		

known to me and to me known as the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This instrument consists of nine (9) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

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

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

ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of _____, 2022, Notary Public and
for the City of _____ personally appeared the following, who are
identified by me through competent evidence of identity:

Name	Government Issued ID No.	Date and Place of Issue
Sec. Isidro S Lapeña		

known to me and to me known as the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This instrument consists of nine (9) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

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

ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of _____, 2022, Notary Public and for the City of _____ personally appeared the following, who are identified by me through competent evidence of identity:

Name	Government Issued ID No.	Date and Place of Issue
Alberto J. Bongcawel		

known to me and to me known as the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntary deed.

This instrument consists of nine (9) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

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

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