

Memorandum of Agreement with LGU CAUAYAN CITY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered among:

The **CITY OF CAUAYAN** is a local government unit in the Province of Isabela established under Philippine laws and given the power and authority to enter into agreement under RA 7160 otherwise known as the Local Government Code 1991, with address at Rizal St., District III, Centro, Cauayan City, Isabela, herein represented by its Chief Local Executive, **HON. BERNARD FAUSTINO M. DY**, herein referred to as "**CITY OF CAUAYAN**;"

The **ISABELA STATE UNIVERSITY**, a state university created by virtue of its charter, P.D. No.1434, with principal office address at Echague, Isabela represented by its President, **DR. RICMAR P. AQUINO**, herein referred to as **ISU**;

and

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)**, a government instrumentality reorganized and existing under the laws of the Republic of the Philippines, with office address at D.O.S.T Building, General Santos Avenue, Upper Bicutan, Taguig, Metro Manila, Philippines, represented herein by **ENGR. SANCHO A. MABBORANG**, Regional Director of DOST Region 2, and hereinafter referred to as "**DOST**;"

Hereunder referred to as PARTIES.

WITNESSETH:

WHEREAS, CITY OF CAUAYAN was established in accordance with government laws and regulations;

WHEREAS, ISU is duly established educational institution with original charter created under Presidential Decree Nos. 1434 and 1437 issued on June 10, 1978;

WHEREAS, ISU is committed to train human resources in the Province of Isabela as well as within Region 02 and prepare them to become competent and skilled to address national development;

WHEREAS, ISU is committed to realize its mission to generate innovative and cutting-edge knowledge and technologies for people empowerment and sustainable development; and enhance stronger partnerships under good governance to advance the interest of national and international communities;

WHEREAS, DOST is mandated to provide central direction, leadership and coordination of scientific and technological efforts and ensure that the results therefrom are geared and utilized in areas of maximum economic and social benefits for the people;

6. Shoulder the strong internet connection cost for the BIRD-C operations;
7. Incorporate ICT plans of BIRD-C in development plans of the City of Cauayan;
8. Provide the appropriate security to ISU personnel and authorized persons and entities involved in BIRD-C Projects;
9. Designate skilled personnel of the City of Cauayan to develop local content and coordinate public information and announcements in their locality; and
10. Perform such other responsibilities as may be agreed upon from time to time by the Parties.

C. ROLES AND RESPONSIBILITIES OF ISU

1. Serve as the project owner and one of the lead agencies responsible for the overall planning, implementation and project management of BIRD-C;
2. Spearhead and conduct the appropriate training and orientation to the LGU;
3. Allocate fund for BIRD-C projects as the counterpart of ISU in the co-sharing scheme of PPP;
4. Provide a framework for the governance of BIRD-C;
5. Evaluate and conduct periodic monitoring of BIRD-C activities and
6. To provide an open space for the construction of BIRD-C.

D. ROLES AND RESPONSIBILITIES OF DOST

1. Provide office facilities and technological equipment necessary in the establishment and operations of BIRD-C;
2. Extend technical assistance in the course of operations, training and implementation of BIRD-C projects.

E. RESPONSIBILITIES OF PARTIES

1. Jointly monitor the implementation of the program and activities of BIRD-C, as ISU Cauayan Campus, DOST and the City of Cauayan as lead agencies; and
2. The parties agree to sign, implement this MOU and regularly meet to evaluate the program and activities being undertaken.

F. DESIGNATION OF REPRESENTATIVES

The parties shall designate their respective representatives to coordinate efforts in the implementation of the BIRD-C projects in relation with this Agreement. They may submit their respective reports and recommend such action and policies as may be necessary.

G. REPRESENTATION AND WARRANTS

1. The Parties represent that they have the requisite power, authority and capacity to enter into this Memorandum of Understanding and perform their obligations and undertaking according to terms and conditions set forth;

WHEREAS, CITY OF CAUAYAN, ISU and DOST have agreed to cooperate and jointly establish the Business Intelligence Research and Development Center in Cauayan City, Isabela which shall be called as "BIRD-C" through the use of information and communication technology in data gathering, data engineering, data analysis and data reporting to provide a data-driven business decision support system for operational activities of target agencies and other offices of the PARTIES;

WHEREAS, the Parties commit to strengthen collaboration and partnership in order to attain the above-mentioned objectives;

WHEREAS, pursuant to the MOU, and to accelerate government efforts in providing knowledge and expertise to the community through data-driven business decision support system for operational activities of the CITY OF CAUAYAN, it is deemed imperative that this MOU be entered into by parties herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree on the following terms and conditions.

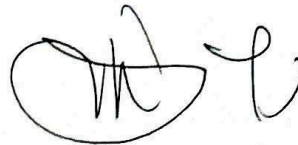
A. POLICIES

In consonance with the promotion of the use of information and communication technology to provide a data-driven business decision support system for operating activities of target agencies and offices to the community, the following policies are adopted:

- a. Enjoin all barangay units of the CITY OF CAUAYAN or department of the Local Government Unit of the CITY OF CAUAYAN to provide support and implement the projects of BIRD-C without delay;
- b. Strictly abide with the provisions of the Data Privacy Law and other issuances in data gathering and data analysis to ensure the security of data at all times and in all levels;
- c. Participate in all activities proposed by ISU with respect to the attainment of the objective of the BIRD-C; and
- d. Promote responsible production and use of data.

B. ROLES AND RESPONSIBILITIES OF CITY OF CAUAYAN

1. Assist in establishing linkages in the public and private sectors involved in the promotion and integration of Business Intelligence in the livelihood of people and communities;
2. Assist in the formulation and implementation of BIRD-C Projects and provide the appropriate fund on said projects on a co-sharing scheme under the public and private partnership programs (PPP) effort of industry development concept;
3. Extend cooperation, assistance, and resources of the Project in the course of establishment, operations, training and implementation;
4. Monitor the participation of barangays and LGU offices and departments in compliance with this Agreement;
5. Construct an office space in ISU Cauayan Campus for the conduct of BIRD-C activities;



ACKNOWLEDGEMENT

Republic of the Philippines)
Cauayan City, Isabela)

BEFORE ME, this 29 day of Nov, 2019 in Cauayan City, Philippines,
personally appeared the following persons with their respective evidence of
identities pursuant to the 2004 Rules of Notarial Practice.

Name of Contracting Parties	Identification Card	Place of Issue	Date of Issue
BERNARD FAUSTINO M. DY	PG 123182A	PTA Manila	February 21, 2018
RICMAR P. AQUINO	P1485112A	DPA Tag.	Jan. 5, 2017
SANCHO A. MABBORANG	SAH 1123	Tag.	Jan. 2017

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

This instrument consisting of ____ pages, including the page on which this
acknowledgement is written, have been signed on each and every page thereof
by the parties and their witnesses.

Witness my hand and seal.

Doc. No. 387
Page No. 79
Book No. 11
Series of 2019.

ATTY. JHON V. SANTOS
Notary Public

IBP OR No. 061556 / 01-08-2019 / Isa.

PIR No. 16315726 / 01-03-2019 / Isa.

Roll of Attorneys No. 51227

MCLE Compliance No. V-0024116 / 10-09-2016

Commission Expires on December 31, 2020

2. The Parties shall comply with the pertinent laws, rules and regulations promulgated by the Government of the Republic of the Philippines; and
3. This Memorandum of Understanding shall be binding upon the Parties hereto and their respective successors-in-interest and assigns.

H. SEPARABILITY CLAUSE

If any provision/s of this Memorandum of Understanding is declared illegal, invalid or unconstitutional by the court, the remaining provisions of this agreement shall remain valid, subsisting and binding.

I. EFFECTIVITY

This Memorandum of Understanding shall take effect upon signing by the Parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in the City of Cauayan, Isabela, Philippines, this _____ day of _____ 2019.

For: CITY OF CAUAYAN, ISABELA

By:


BERNARD FAUSTINO M. DY
Chief Local Executive/Mayor

For: ISABELA STATE UNIVERSITY

By:


RICMAR P. AQUINO, Ph.D
President

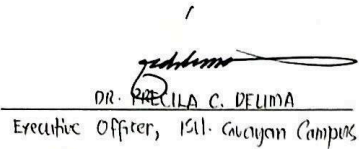
For: DEPARTMENT OF SCIENCE AND TECHNOLOGY

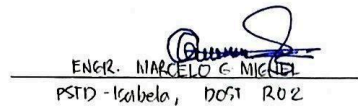
By:


ENGR. SANCHO A. MABBORANG
Regional Director, DOST RO2

SIGNED IN THE PRESENCE OF:


HON. LEONCIO A. DALIN JR.
CITY VICE MAYOR, CAUAYAN


DR. PRECILA C. DELIMA
Executive Officer, ISU - Cauayan Campus


ENGR. MARCELO G. MIGUEL
PSTD - Isabela, DOST RO2