

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 81ST REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON FEBRUARY 16, 2009 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)	
Hon. MARIA LINA F. BAURA,	Member	
Hon. ROBERT L. SO,	Member	
Hon. DE CARLO L. UY,	Member	
Hon. RAYMOND JOEY D. MILLAN,	Member	
Hon. VICENTE C. ELIOT, SR.,	Member	
Hon. JOEDEL T. CAASI,	Member	
Hon. ALAN D. ZULUETA,	Member	
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member	
Hon. REYNALDO T. SALVE,	Member	
Hon. FRANCISCO C. REMITAR,	Member	
Hon. CYRIL LEONARD L. MURING,	Member	(SKF Representative)
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)

RESOLUTION NO. 656, s-2009

A RESOLUTION AUTHORIZING THE CITY MAYOR OF TAGUM, HON. REY T. UY TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM THE MEMORANDUM OF AGREEMENT (MOA) WITH THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS FOR THE PAKARADJAN FESTIVAL 2009 REPRESENTED BY THEIR EXECUTIVE DIRECTOR CECILE GUIDOTE ALVAREZ.

WHEREAS, the National Commission for Culture and the Arts (NCCA) is mandated by Republic Act 7356 to coordinate the implementation of policies and programs on the development of culture and arts in coordination with other agencies ;

WHEREAS, National Commission for Culture and the Arts (NCCA) is also mandated to encourage artistic creation within a climate of artistic freedom, develop and promote the Filipino national culture and arts; and preserve Filipino cultural heritage;

WHEREAS, the City Government of Tagum aims to support projects on the cultural and economic developments of Tagum City;

WHEREAS, the project entitled "Pakaradjan Festival 2009" is a gathering of five Muslim communities namely Kagan, Maranao, Iranon, Maguindanao and Tausug which happens on October 29-November 2, 2009 consistent in the celebration of Indigenous Peoples Month;

WHEREAS, the National Commission for Culture and the Arts (NCCA) recognizes the true worth of the project as contributory to the development of Philippine Culture and Arts and has seen it fit, proper and convenient to adopt the same for its own purposes;

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod of Tagum to authorize the Hon. City Mayor of Tagum, Hon. Rey T. Uy to enter into and sign for and in behalf of the City Government of Tagum, the Memorandum of Agreement (MOA) with the National Commission for Culture and the Arts for the Pakaradjan Festival 2009 represented by their Executive Director Cecile Guidote Alvarez.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall be read as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into this _____ day of _____ in the City of **Manila**, Philippines by and between:

The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS**, a government agency created by and pursuant to Republic Act No. 7356 dated 03 April 03 1992, with office address at NCCA Building, 633 General Luna Street, Intramuros, Manila represented by its Executive Director **CECILE GUIDOTE-ALVAREZ** hereinafter referred to as the **NCCA**;

- and -

The **CITY GOVERNMENT OF TAGUM**, a government organization with principal address at the Office of the Mayor, Tagum City Hall, Davao del Norte represented by its President – **HON. REY T. UY** hereinafter referred to as the **GRANTEE**.

- WITNESSETH -

WHEREAS, pursuant to R. A. 7356, the NCCA is mandated to encourage the continuing and balanced development of a pluralistic culture by the people, conserve and promote the nation's cultural heritage, ensure the widest dissemination of artistic and cultural products and preserve and integrate traditional culture and its various creative expressions as a dynamic part of the national cultural mainstream;

WHEREAS, the GRANTEE is a government organization which aims to support projects on the cultural and economic developments of Tagum City, Davao del Norte;

WHEREAS, the PROJECT entitled "**Pakaradjan Festival 2009** " is an annual celebration and gathering of five Muslim communities namely Kagan, Maranao, Iranon, Maguindanao and Tausug that will be held at the Tagum Cultural and Trade Center. The event will be on October 29-November 2, 2009 coincides with the celebration of Indigenous People Month.

WHEREAS, the PROJECT is particularly described in the Project Documents attached hereto as Annex "A" and the Line Item Budget attached hereto as Annex "A-2". The attached annexes are made integral parts of this agreement;

WHEREAS, the NCCA recognizes the true worth of the PROJECT as contributory to the development of Philippine culture and arts and has seen it fit, proper and convenient to adopt the same for its own purposes;

WHEREAS, the PROJECT, as proposed by GRANTEE, was approved by the Board of Commissioners under Resolution Number 2009 -___ dated _____ supported by way of financial assistance in the amount of **Forty Seven Thousand Five Hundred Pesos Only (Php 47,500.00)** chargeable to the Program for Culture and Peace/Projects on Advocacy for Peace a copy of which is attached hereto as Annex "B" and made an integral part of this agreement.

NOW THEREFORE, the parties hereto mutually agree to undertake, execute and implement the PROJECT as denominated herein in close collaboration and coordination with each other subject to the following terms and conditions:

1. The NCCA shall appropriate the sum of **Forty Seven Thousand Five Hundred Pesos only (Php 47,500.00)** as financial assistance to the Grantee to be released in the following manner subject to the issuance of Notice of Cash Allocation from the Department of Budget and Management:
 - a. The first tranche in the amount of **Forty Two Thousand Seven Hundred Fifty Pesos (Php 42,750.00)** or 30% of the GRANT shall be released to the GRANTEE upon compliance/submission of the following:

-over-

- 1) Execution and notarization of Memorandum of Agreement between NCCA and Grantee;
 - 2) Liquidation of prior project, if applicable;
 - 3) Issuance of Official Receipt for the amount received from NCCA; and
- b. The last tranche in the amount of **Four Thousand Seven Hundred Fifty only (PhP 4,750.00)** or 10% of the GRANT shall be released to the GRANTEE upon completion of the PROJECT and compliance/submission of the following:
- 1) **Report of Checks Issued (RCI)** and **Report of Disbursement (RD)** for the cash advanced, if any, signed by the Head and Accountant of the Agency;
 - 2) **Terminal Report of the Project, including a copy of the final output as appropriate;**
 - 3) **Monitoring and Evaluation Report** prepared by the NCCA staff member favorably commending the implementation of the project; and
 - 4) Issuance of the **Acceptance of Output** by the NCCA Committee concerned
2. For its part, the GRANTEE shall:
- a. Submit Official Receipt or its equivalent for each tranche received from the NCCA;
 - b. **Utilize the GRANT** only for the project, "**Pakaradjan Festival 2009**" in accordance with the approved Line Item Budget.
 - c. **Keep an accounting of the GRANT** in accordance with generally accepted government accounting and auditing rules and regulations and which **all records shall be made available for inspection by an NCCA staff or COA Auditor**. It is understood that the GRANTEE shall be responsible for the sound and judicious administration/management of the project fund; otherwise, the GRANTEE shall refund any disallowed disbursements as may be determined by the COA Auditor;
 - d. **Withhold all applicable taxes and remit them to the Bureau of Internal Revenue**. A ten percent (10%) withholding tax shall be withheld from all honorarium and personnel services and remitted to the local **Bureau of Internal Revenue (BIR)**. Whenever applicable, Grantee, shall **regularly present a tax clearance from the BIR as well as a copy of its income and tax returns** duly stamped and received by the BIR and duly validated with the tax payments made thereon within the duration of the AGREEMENT;
 - e. **Implement the PROJECT** according to the particularities stated in the Annexes "A", "A-1", "A-2" and "B", respectively and **according to NCCA Guidelines on Project Implementation**. Failure to implement the Project according to the approved particularities may mean forfeiture of the Grant or as provided for in Sec. 6 of this Memorandum of Agreement;
 - f. **Act as lead implementer** of the PROJECT and shall be directly responsible for the disbursement of grant according to approved particularities and hiring of project personnel whose contract shall not exceed the duration of the PROJECT;
 - g. **Submit Certificate of Acceptance** from concerned individual/organization or community involved in the PROJECT, whenever applicable;
 - h. **Integrate/weave in the transmission of values** that would instill honesty, integrity, hard work, and concern for the environment in the various art forms, e.g. songs, literary pieces, performances, exhibitions, seminars, research, documentaries, etc., and in all other cultural activities organized for the public's appreciation in compliance with the United Nation's Millennium Development Goals (UN-MDGs);
 - i. **As may be requested by the NCCA and upon availability of the Grantee render free cultural services that are hinged on the Kalahi Cultural Care-giving Program to access vulnerable groups and poor communities to free arts training rooted in pride of habitat, heritage, history, language, and sensitivity to our social conditions to generate their will for social transformation, to promote a culture of peace and sustainable development;**

- j. **Undertake the local and national promotion** of the PROJECT in print, broadcast and other media and shall **properly acknowledge the sponsorship of the NCCA in all media disseminations**. A minimum of 2 streamers exclusively for the **National Commission for Culture and the Arts (NCCA)** and correctly spelled out shall be placed at strategic locations; **The Grantee shall submit a thirty (30)-second video to be used as promotional plug to be aired at the Sining Gising TV Program of NCCA and a radio plug to be aired at DZRH Radyo Balintataw if applicable;**
- k. The NCCA logo must at all times bear the name, National Commission for Culture and the Arts or its abbreviation, NCCA and that it should be prominently displayed in all official communications, collaterals or any promotional materials. Further the logo should be strictly used following its specifications;
- l. **Authorize the NCCA to include, partially or entirely the project output of the activity in the NCCA database and website (www.ncca.gov.ph)** and for use in the NCCA reports or other collateral materials as the NCCA deems necessary for the promotion of culture and arts in the country. The NCCA agrees to acknowledge the source and authorship of the material used;
- m. **Coordinate regularly with the NCCA Staff** for the implementation, monitoring and assessment of the PROJECT through letter, phone or sms text messaging. The NCCA shall assign a counterpart officer which shall coordinate and monitor on a regular basis the progress of the PROJECT;
- n. **Submit all liquidation reports** as required by the **NCCA** within 2 months after the implementation of the PROJECT. The Report of Checks Issued and Report of Disbursements shall be submitted to the NCCA NEFCA Division;
- o. **Submit Terminal Report** to the NCCA Project Monitoring and Evaluation Division. Terminal Reports shall be in accordance with the requirements of NCCA as provided for in the NCCA Guide on Terminal Report;
- p. **Submit one (1) copy of clear and broadcast quality video documentation** of the project in DVD format edited in such a way that it can be used as instructional material for TV and classrooms, if applicable;
- q. **Submit List of Accounts Payable** to be covered by the remaining tranche.
- r. **Submit Schedule of Activities; List of Topics** based on the module guidelines provided by the NCCA ; **Copy of Training Module** and **List of Students** and **Masters** with their profile.

Failure to submit the above reports within two (2) months after completion of the PROJECT shall mean cancellation of the remaining GRANT and disqualification of the GRANTEE from receiving financial assistance from the Commission in the future.

- 3. For its part, The NCCA must officially acknowledge its acceptance of the completed PROJECT if the results indicated in the inspection reports so warrant.
- 4. This AGREEMENT shall take effect on 15 January 2009 and shall continue to be in force until 30 November 2009, after such time the GRANT shall have been completed with all the terms and conditions therein satisfied.
- 5. Should there be an occurrence of any force majeure or similar condition which may delay or prevent the timely completion or fulfillment of this AGREEMENT and the attainment of its objective/s, the party with knowledge thereof shall notify the other in writing, specifying the cause and its implications and consequences upon the fulfillment of the GRANT, to enable the parties to adopt remedial measures.
- 6. In the event of unjustified failure of the GRANTEE to complete or fully implement the GRANT, in accordance with the terms and conditions stipulated in this AGREEMENT, or if the NCCA considered the PROJECT grossly unsatisfactory, or if there is any breach or violation thereof committed by the GRANTEE, the NCCA may forfeit the GRANT and terminate this AGREEMENT.

Thereupon, the NCCA may take over the implementation/ execution of the GRANT without prejudice to holding the GRANTEE liable for the return/ reimbursement to the NCCA of the fund, or the balance thereof, received by the GRANTEE and for which it is accountable pursuant to this AGREEMENT. The GRANTEE shall also be liable under such civil action and/or criminal prosecution as may be warranted under existing laws.

- 7. The parties shall mutually agree upon any amendment or modification of this AGREEMENT or its renewal. No modification or amendment of this AGREEMENT shall be valid unless the same is in writing and signed by both parties. No waiver of any provision of this AGREEMENT shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.
- 8. Failure of a party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the same or other condition, promise, agreement or understanding at a future time.

WHEREFORE, the parties hereto have hereunto affixed their signatures this _____ day of _____ in the City/Municipality of Manila, Philippines.

For the NCCA:

For the GRANTEE:

CECILE GUIDOTE-ALVAREZ
Executive Director

REY T. UY
City Mayor

Signed in the Presence of:

ADELINA M. SUEMITH
Head, PMED

EDGAR C. DE GUZMAN
City Treasurer

RAMIL Y. TIU, CPA
City Accountant

Certified Funds Available
in the Amount of PhP 47,500.00

JOSEFINA G. MAGLALANG
Chief Administrative Officer

REPUBLIC OF THE PHILIPPINES }
CITY/MUNICIPALITY OF _____ } s.s.

BEFORE ME, this ___ day of _____, in the City/Municipality of _____, Philippines, personally appeared **CECILE GUIDOTE-ALVAREZ** with Community Tax Certificate No. 23623587 issued at Manila City on January 16, 2009 and **REY T. UY** with Community Tax Certificate No. _____ issued at _____ on _____, 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.

The instrument, consisting of 5 pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, year and place above written.

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2009.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

(Sgd) **REY A. BUHION**
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

(Sgd) **ALLAN L. RELLON, MPA**
City Vice Mayor
(Presiding Officer)

fname:RN65609
*ffm***