



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City Government of Naga

HON. CECILIA B. VELUZ-DE ASIS
City Vice Mayor & Presiding Officer

- Members -

HON. JESSIE R. ALBEUS	HON. JOSELITO S.A. DEL ROSARIO
HON. GHIEL G. ROSALES	HON. MELVIN RAMON G. BUENAFE
HON. GILDA GAYLE R. ABONAL-GOMEZ	HON. VIDAL P. CASTILLO
HON. JOSE C. RAÑOLA	HON. JOSE B. PEREZ
HON. SALVADOR M. DEL CASTILLO	HON. ANTONIO B. BELTRAN
HON. MA. CORAZON M. PEÑAFLOR	HON. MARY KYLE FRANCINE B. TRIPULCA

RESOLUTION NO. 2023-078
VVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVV

RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA, THE ANGAT PINAS, INC., THE UP ALUMNI ASSOCIATION-CAMARINES SUR CHAPTER, AND THE DEPARTMENT OF EDUCATION, SCHOOLS DIVISION OF NAGA (DEPED-NAGA) RELATIVE TO THE IMPLEMENTATION OF "BAYAN KO, TITSER KO" (BKTK) PROGRAM:-

On joint and collective motion

WHEREAS, received by the Sangguniang Panlungsod for appropriate action is the 1st Indorsement dated February 9, 2023 from His Honor, the City Mayor, endorsing for ratification the Memorandum of Agreement entered into by and between the City Government of Naga, the Angat Pinas, Inc., the UP Alumni Association-Camarines Sur Chapter, and the Department of Education, Schools Division of Naga (DepEd-Naga) relative to the implementation of "Bayan Ko, Titser Ko" (BKTK) Program;

WHEREAS, through Resolution No. 2022-893, the Sangguniang Panlungsod granted the Honorable City Mayor to enter into the said Agreement, subject to the ratification by the Sangguniang Panlungsod;

WHEREAS, copy of the said Memorandum of Agreement is hereto attached as integral part of this resolution;

WHEREAS, finding the ratification of the Memorandum of Agreement to be in order and will facilitate the attainment of the objective of this program that will greatly benefit the public school students in the city;

NOW, THEREFORE, on joint and collective motion of the 14th Sangguniang Panlungsod of Naga;

BE IT RESOLVED, as it is hereby resolved, to ratify the Memorandum of Agreement entered into by and between the City Government of Naga, the Angat Pinas, Inc., the UP Alumni Association-Camarines Sur Chapter, and the Department of Education, Schools Division of Naga (DepEd-Naga) relative to the implementation of "Bayan Ko, Titser Ko" (BKTK) Program.

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LET COPIES of this resolution be furnished His Honor, the City Mayor, the Angat Pinas, Inc., the UP Alumni Association-Camarines Sur Chapter, and the Department of Education, Schools Division of Naga (DepEd-Naga), for their information.


UNANIMOUSLY APPROVED.
Adopted: February 14, 2023


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xxx

WE HEREBY CERTIFY to the correctness of the foregoing resolution.


CECILIA B. VELUZ-DE ASIS
City Vice Mayor
& Presiding Officer


GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

ANGAT PINAS, INC. ("ANGAT BUHAY"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 84 Cordillera Street, Quezon City, herein represented by its Executive Director, **RAPHAEL MARTIN MAGNO;**

-and-

UP ALUMNI ASSOCIATION - CAMARINES SUR CHAPTER, with address at RLP Building, #22 Ateneo Avenue, Brgy. Bagumbayan, Naga City, herein represented by its President, **MELISSA SIEGLINDE E. BORROMEO-BULAONG;**

-and-

DEPARTMENT OF EDUCATION, SCHOOLS DIVISION OF NAGA (DEPED-NAGA), with principal office address at SDO Naga City, Roxas Avenue, Triangulo, Naga City, represented herein by Schools Division Superintendent, **MARIANO B. DE GUZMANCESO IV.**

-and-

LOCAL GOVERNMENT UNIT OF NAGA (LGU-NAGA), with address at City Hall Compound, J. Miranda Avenue, Naga City, herein represented by its Mayor, **HON. NELSON S. LEGACION;**

Witnesseth:

WHEREAS, this Agreement has as its objective the collaboration and participation of **ANGAT BUHAY, UPAA-CAMSUR, DEPED-NAGA, and NAGA LGU,**

hereinafter referred to as the "Parties", in improving reading literacy among public school students in the municipality.

NOW, THEREFORE, for and in consideration of the above premises, the parties mutually agree on the following:

Article 1
PROJECT TITLE

The project is entitled "*Bayan Ko, Titser Ko*", herein referred to as the "Project".

Article 2
PROJECT DESCRIPTION

- The **Bayan Ko, Titser Ko (BKTK)** is a three-month reading literacy project for Grade 1 non-readers in select public elementary schools in Naga, Camarines Sur. Amidst the challenges of distance learning in the time of pandemic, the

aims to address the gaps in reading instruction through three interventions: (1) provision of learning kits (reading workbook, activity sheets, school supplies, hygiene kits) to each beneficiary; (2) support for parents and guardians on fostering a conducive learning environment at home; and (3) creation of a community volunteer program to engage various community actors in support of children's learning.

More specifically, the Project intends to:

1. Raise the reading levels of at least 80% of the identified non-readers in Grade 1 by the end of three months;
2. Reinforce the role of parents and guardians in their children's learning progress through values formation and skills development; and
3. Cultivate the community's sense of shared responsibility in supporting every child's learning.

The Parties shall implement the Project in accordance with the proposal contained in ANNEX A.

Article 3
DURATION OF THE PROJECT

This Project shall be implemented from September 2022 to March 2023 in accordance with the work plan (ANNEX A). Delay or deviation in the implementation of the Project based on the work plan shall not be allowed without the consent of the Parties.

Article 4
TASKS AND RESPONSIBILITIES

The Agreement between **ANGAT BUHAY, UPAA-CAMSUR, DEPED-NAGA,** and **NAGA LGU** is confined in the following tasks and responsibilities:

Section 1. **ANGAT BUHAY** shall undertake the following:

- A. **ANGAT BUHAY** shall provide a Memorandum of Agreement (MOA);
- B. **ANGAT BUHAY** shall source funds and/or grants for the partial implementation costs of the Project, particularly the provision of Bitbit Aralin kits ("BAKits"), composed of five Marungko booklets, school supplies, and other reading materials, for the indicated number of beneficiaries and necessary program management costs;
- C. **ANGAT BUHAY** shall organize the online trainings for teachers, volunteer tutors, and parent support volunteers;
- D. **ANGAT BUHAY** shall directly coordinate with local and national stakeholders and partners necessary for the success of the Program;
- E. **ANGAT BUHAY** shall provide adequate and efficient administrative support and management system necessary for the successful implementation of the Project;
- F. **ANGAT BUHAY** shall regularly monitor the progress of the Project. Any changes in conditions that affected the implementation of the Project shall be recorded and reported immediately to **DEPED-NAGA** and **NAGA LGU**.

Section 2. **UPAA-CAMSUR** shall undertake the following:

- A. **UPAA-CAMSUR** shall allow the use of its name, logo, and/or trademark in connection with the Project's promotional materials that may be disseminated to the public. The promotional materials may include, but are not limited to, primers and/or brochures, videos, social media platforms, website, press releases, advertising in newspapers, and other related materials;

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- B. UPAA-CAMSUR shall aid in the conduct of assessment of 500 beneficiaries from baseline to endline, and shall also help assess the total program impact in the community;
- C. UPAA-CAMSUR shall maximize its network of partners to pursue collaboration in the implementation of their role;
- D. UPAA-CAMSUR shall actively participate in disseminating information and promotion of the Project through its social media accounts, contacts of partner individuals and/or organizations, and other available network sources.

Section 3. DEPED-NAGA shall undertake the following:

- A. DEPED-NAGA shall allow the use of its name, logo, and/or trademark in connection with the Project's promotional materials that may be disseminated to the public. The promotional materials may include, but are not limited to, primers and/or brochures, videos, social media platforms, website, press releases, advertising in newspapers, and other related materials;
- B. DEPED-NAGA shall identify and profile five hundred (500) program beneficiaries;
- C. DEPED-NAGA shall identify, on-board, and monitor volunteer teachers who will provide necessary support (e.g., reading tutorial sessions, hands-on check-ups) to the student beneficiaries;
- D. DEPED-NAGA shall provide necessary assistance and support to volunteer teachers to maintain commitment and to ensure fulfillment of their responsibilities;
- E. DEPED-NAGA shall allow the use of its resources and facilities that are deemed necessary in the conduct of the Project. Resources and facilities may include, but are not limited to, meeting rooms, conference rooms, list of networks and partner organizations, and other resources deemed relevant in the implementation of the Project;
- F. DEPED-NAGA shall actively participate in disseminating information and promotion of the Project through its social media accounts, contacts of partner individuals and/or organizations, and other available network sources.

Section 4. NAGA LGU shall undertake the following:

- A. **NAGA LGU shall allow the use of its name, logo, and/or trademark in connection with the Project's promotional materials that may be disseminated to the public. The promotional materials may include, but are not limited to, primers and/or brochures, videos, social media platforms, website, press releases, advertising in newspapers, and other related materials;**
- B. **NAGA LGU shall onboard its offices in charge of nutrition for support provision to the beneficiary-children in Naga;**
- C. **NAGA LGU shall appoint the Education, Scholarships and Sports Office (ESSO) to work closely with the Parties and oversee the identification, onboarding, and management of the community volunteers. Specifically, the office shall (1) gather at least thirty (30) volunteers from the community who will provide necessary assistance to teachers and parents during the conduct of the Project; (2) assign volunteers to teachers in need of support; (3) maintain a database of volunteers and their partner teachers; and (4) regularly communicate with volunteers (i.e., answer queries, relay announcements, conduct regular check-ins, etc.)**
- D. **NAGA LGU shall deploy community volunteers, under the supervision of the volunteer manager. The volunteers are tasked to provide parent support for the guardians of the beneficiaries, including needs monitoring for home-based learning;**
- E. **NAGA LGU shall provide necessary assistance and support to volunteer managers and community volunteers to maintain commitment and to ensure fulfillment of their responsibilities;**
- F. **NGA LGU shall assist in the nutrition program, including the assessment of the baseline and endline weighing of the beneficiaries, monthly weighing, as well as the outsourcing of and coordination with a supplier of its choice who shall be in charge of cooking and preparation of meals;**
- G. **NAGA LGU shall undertake necessary coordination with relevant institutions to ensure the health improvement of the beneficiaries;**

- H. NAGA LGU shall allow the use of its resources and facilities that are deemed necessary in the conduct of the Project. Resources and facilities may include, but are not limited to, meeting rooms, conference rooms, list of networks and partner organizations, and other resources deemed relevant in the implementation of the Project;
- I. NAGA LGU shall actively participate in disseminating information and promotion of the Project through its social media accounts, contacts of partner individuals and/or organizations, and other available network sources;

Article 5

OWNERSHIP OF DATA, MATERIALS, PROJECT OUTPUTS & INTELLECTUAL PROPERTY RIGHTS

Section 1. *Joint ownership of reports, data, and materials.* - The final version of reports, data, supporting documents, and materials prepared by ANGAT BUHAY, UPAA-CAMSUR, DEPED-NAGA, and NAGA LGU in the course of or in relation to the Project shall become the joint property of the Parties.

They may, with the consent of the other Parties, authorize other persons to use said reports and data for research, education, and public service purposes. Any benefit derived from the use of these reports and data shall be jointly shared by the Parties.

Section 2. *Joint ownership of project outputs and intellectual property rights.* - All outputs, discoveries, inventions, and income derived from the Project shall be jointly owned by ANGAT BUHAY, UPAA-CAMSUR, DEPED-NAGA, and NAGA LGU, and shared equally among the Parties. Contracts and such other agreements entered using the Project outputs, discoveries, and inventions shall be entered into jointly by the Parties.

Section 3. *Recognition of principal author/institutions.* - All major reports or articles for publication regarding the Project's output or results shall be attributed jointly to ANGAT BUHAY, DEPED-NAGA, and NAGA LGU together with the name/s of the persons involved.

Article 6

COMMON PROVISIONS



Section 1. *Effectivity.* This partnership shall be effective from the date of the signing of this Agreement through the end of the Project unless earlier terminated. Neither Party may assign or transfer all or any portion of this Agreement without the prior written consent of the other Parties. The validity and effectivity of this agreement shall be governed by the Laws of the Republic of the Philippines.

The Agreement may be renewed at the end of this period by mutual written agreement from the Parties.

Section 2. *Amendments.* The provisions of this Agreement may only be amended or waived upon prior consultation and mutual written agreement by all Parties.

Section 3. *Termination.* Any Party may terminate this Agreement and any related agreement, workplan, and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Parties; provided, however, that if any Party fails to perform any of its obligations under this Agreement, the other Parties shall have the right to terminate this Agreement and any related agreement, workplan, and budget immediately upon written notice.

Section 4. *Venue of Action.* The Parties hereto agree that in the event of litigation, disputes, controversies, or differences which may arise among the Parties hereto, out of or in connection with the Agreement, or for breach of any provision hereof, shall be settled through Arbitration. The venue, for the purpose hereto, shall be laid within the exclusive jurisdiction of competent court of law in Quezon City.

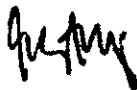
In WITNESS WHEREOF, the Parties hereto have affixed their respective signatures this ____ of _____ 2022 in _____, Philippines.

ANGAT PINAS, INC.

UP ALUMNI ASSOCIATION -
CAMARINES SUR

By:

By:



RAPHAEL MARTIN MAGNO



MELISSA SIEGINDE E.
BORRROMEO-BULAONG



DEPARTMENT OF EDUCATION
SCHOOLS DIVISION OF NAGA

LOCAL GOVERNMENT OF
NAGA CITY

By:

By:


MARIANO B. DE GUZMAN CESO VI


HON. NELSON S. LEGACION

SIGNED IN THE PRESENCE OF:


J. RAMMUS


MELISSA SIEGLINDE BORRAMEO

REPUBLIC OF THE PHILIPPINES)

NAGA CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in **NAGA CITY** this DEC 29 2022 day of _____ personally appeared:

Name	Competent Proof of Identity	Date/Place Issued
MELISSA SIEGLINDE BORRAMEO	SSS ID # 05-0505962-4	Naga City
MARIANO DE GUZMAN	PRC # 0354110	
NELSON S. LEGACION	DRIVER'S LICENCE #: E04-98-04905B	Naga City

known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT and acknowledged to me that they executed the same freely and voluntarily.

WITNESS MY HAND and NOTARIAL SEAL at the place and on the date first above written.

Doc. No. 437;
Page No. 89;
Book No. XXV;
Series of 2022.

ATTY. ARNEEN ALAIN B. GOMEZ
NOTARY PUBLIC
UNTIL DEC. 31, 2022
IBP AR. NO. 1025 \13\2022
PTR NO. 1520783 \15\2022

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In WITNESS WHEREOF, the Parties hereto have affixed their respective signatures this ~~JAN 17~~ **2023** 2022 in **QUEZON CITY**, Philippines.

ANGAT PINAS, INC.

**UP ALUMNI ASSOCIATION -
CAMARINES SUR**

By:

By:



RAPHAEL MARTIN MAGNO

MELISSA SIEGLINDE BORROMEIO

**DEPARTMENT OF EDUCATION
SCHOOLS DIVISION OF NAGA**

**LOCAL GOVERNMENT OF
NAGA CITY**

By:

By:

MARIANO B. DE GUZMAN, CESO VI

HON. NELSON S. LEGACION

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

ACKNOWLEDGMENT

QUEZON CITY

JAN 17 2023

BEFORE ME, a Notary Public in _____, this ____ day of _____ personally appeared:

Name	Competent Proof of Identity	Date/Place Issued
RAPHAEL MARTIN MAGNO		
MELISSA SIEGLINDE BORROMEO		
MARIANO DE GUZMAN		
NELSON S. LEGACION		

known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT and acknowledged to me that they executed the same freely and voluntarily.

WITNESS MY HAND and NOTARIAL SEAL at the place and on the date first above written.

Doc. No. 169
Page No. 24
Book No. IX
Series of 2022

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

Commission No. Adm. Matter No. NP-204 (2023-2024)
IBP O.R. No. 180815 MD 2023 & IBP O.R. No. 180816 MD 2024
PTR O.R. No. 3816669D 1/03/2023 Roll No. 33832 / TIN# 129-871-009
MCLE EXTENSION APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANC B.M. NO. 850
Address: 31-F Harvard St. Cudaog Q.C.