

RESOLUTION NO. 2023-458
Series 2 0 2 3

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BE IT RESOLVED, as it is hereby resolved, to confirm the authority of His Honor, the City Mayor, and to ratify the Memorandum of Agreement entered into by and between the City Government of Naga and Ateneo de Naga University relative to the establishment and operation of a Legal Aid Desk in the Twenty Seven (27) barangay of the City of Naga through the Ignitian Legal Apostolate Office (ILAO) of the Ateneo de Naga University.

LET COPIES of this resolution be furnished His Honor, the City Mayor, and the Ateneo de Naga University through Fr. Roberto E.N. Rivera S.J., for their information.

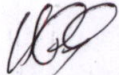
UNANIMOUSLY APPROVED.
Adopted: September 5, 2023


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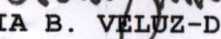
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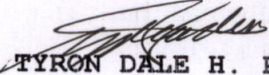
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WE HEREBY CERTIFY to the correctness of the foregoing resolution.


GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod


NICOL G. DE JESUS
City Youth Secretary to the
Sangguniang Panlungsod


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


TYRON DALE H. PLANES
Acting City Youth Vice Mayor
& Presiding Officer

MEMORANDUM OF AGREEMENT

BETWEEN

ATENEO DE NAGA UNIVERSITY

AND

THE CITY GOVERNMENT OF NAGA

PROJECT MAGIS: Making Ateneo Law Naga Grounded In Service

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between the following parties:

The **CITY GOVERNMENT OF NAGA (LGU NAGA)**, a local government unit duly organized and existing under and by virtue of Philippine laws, with principal office at City Hall Compound, Naga City, Camarines Sur, represented herein by its City Mayor, **HON. NELSON S. LEGACION**, of legal age, Filipino, with postal address at City Hall Compound, J. Miranda Ave., Naga City, Camarines Sur, hereinafter referred to as **"FIRST PARTY"**;

- and -

The **ATENEO DE NAGA UNIVERSITY (ADNU)**, a non-stock, non-profit educational institution duly organized under the laws of the Republic of the Philippines with principal office at Ateneo Avenue, Bagumbayan Sur, Naga City, Camarines Sur, acting through the **IGNATIAN LEGAL APOSTOLATE OFFICE (ILAO)**, represented by the University President, **FR. ROBERTO E.N. RIVERA, S.J.**, hereinafter referred to as the **"SECOND PARTY"**

(LGU NAGA and ADNU-ILAO shall be collectively referred to as **"PARTIES"**)

WITNESSETH, that:

WHEREAS, the **IGNATIAN LEGAL APOSTOLATE OFFICE (ILAO)**, the legal aid clinic of the Ateneo de Naga University College of Law (ADNU-COL), received a grant, under the Governance in Justice (GOJUST) II's Window 1: Support to Clinical Legal Education Program of the Supreme Court, for its proposal entitled **PROJECT MAGIS: Making Ateneo Law Naga Grounded In Service**.

WHEREAS, **PROJECT MAGIS** aims to strengthen the Clinical Legal Education Program of the **SECOND PARTY**, where the skills and capacity of law student practitioners are enhanced through experiential learning and free legal aid. The project aims to achieve this and strengthen the barangay justice system by establishing twenty-seven (27) legal aid desks in all the barangays in Naga City and providing capacity-building training to *Lupon Tagapamayapa* members.

WHEREAS, the mission of the **SECOND PARTY** is to cultivate Ignatian practice-ready graduates and servant-lawyers, and in the pursuit of the Bicol's genuine progress, it endeavors to advance the safeguarding of human rights, the fortification of the rule of law and the dispensation of justice, and the enlargement of accessibility to legal assistance for the destitute and marginalized in the peripheries of the communities.

WHEREAS, the **SECOND PARTY**, motivated by the Ignatian Spirit of generosity and selfless service, has offered ADNU-ILAO's legal expertise and services, through its Clinical Legal Education Program, in the establishment and institutionalization of the ADNU-ILAO Barangay Legal



Aid Desks in Naga City in furtherance of strengthening the barangay justice system and enhancing the capacities of the law student practitioners in the practice of law;

WHEREAS, the **FIRST PARTY** places great emphasis on the principle of local autonomy and participatory governance, garnering commendation and accolades for the effectiveness and resilience of its governing body;

WHEREAS, the **FIRST PARTY** recognizes the need to provide the residents and constituents of Naga with free, accessible, swift, and reliable legal advice, service, and assistance, especially to the underprivileged and marginalized sectors of society, and to enhance further the capabilities of the *Lupon Tagapamayapa* of the twenty-seven (27) Barangays of Naga City;

WHEREAS, the Barangays of the **FIRST PARTY** are the primary beneficiaries of the ADNU-ILAO Barangay Legal Aid Desks. Thus, their active participation and accommodation of the **SECOND PARTY's** needs in the implementation thereof is imperative for its success;

WHEREAS, the **PARTIES** recognize the utmost significance of guaranteeing unimpeded access to justice; expeditious and dependable legal aid services for the inhabitants of the Barangays in Naga City, particularly the indigent and disadvantaged segments of the populace; and to further augment the capabilities of the *Lupon Tagapamayapa* of the 27 Barangays of Naga City;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:

ARTICLE I - OBJECTIVE

The Parties enter into this Memorandum of Agreement (MOA) to establish a collaboration wherein the **SECOND PARTY** shall establish and operate legal aid desks in all the barangays within the **FIRST PARTY's** jurisdiction, with the aim of providing legal assistance, information, and guidance to the constituents.

ARTICLE II - ROLES AND RESPONSIBILITIES

1. The **FIRST PARTY** shall:
 - a. The **FIRST PARTY** undertakes to give its full support and assistance to ensure the institutionalization, establishment, and effective operations of the ADNU-ILAO Barangay Legal Aid Desks;
 - b. The **FIRST PARTY**, through its Barangays, shall designate and provide a specific portion in the Barangay Halls an area sufficiently private and easily accessible to its residents and constituents who are willing to avail of the free legal services;
 - c. The **FIRST PARTY** shall designate a liaison officer who will coordinate with the **SECOND PARTY** for the implementation of Project Magis.
 - d. The **FIRST PARTY** shall facilitate the coordination and communication between the **SECOND PARTY** and the barangay officials to implement the ADNU-ILAO Barangay Legal Aid Desks smoothly.

- e. The **FIRST PARTY** shall collaborate with the **SECOND PARTY** to promote the availability of the ADNU-ILAO Barangay Legal Aid Desks to residents of the barangays through all available communication channels.

2. The **SECOND PARTY** shall:

- a. The **SECOND PARTY**, under the grant provided by GOJUST II through the United Nations Office for Program Services (UNOPS), shall bear the costs and expenses necessary for the establishment, institutionalization, and operation of the ADNU-ILAO Barangay Legal Aid Desks. No government funds shall be used in the implementation of **PROJECT MAGIS**.
- b. The **SECOND PARTY** shall provide qualified legal personnel in the ADNU-ILAO Barangay Legal Aid Desks operations. It shall be limited to supervising lawyers, legal professionals, and Levels I and II Law Student Practitioners (LSP) of the Clinical Legal Education Program of ADNU-COL. The LSPs are subject to the direct supervision and control of the supervising lawyers and the Director of ILAO in the performance of the following duties and responsibilities such as:
- i) Interviewing of clients;
 - ii) Giving legal advice to clients;
 - iii) Drafting of legal documents such as affidavits, demand letters, compromise agreements, and the like;
 - iv) Legal representation of eligible parties before judicial, quasi-judicial, and administrative bodies;
 - v) Conducting public legal orientation;
 - vi) Assisting in public interest advocacies for policy formulation and implementation; and,
- c. The **SECOND PARTY** shall conduct training and capability-building seminars for the members of the *Lupon Tagapamayapa* to strengthen their skills and abilities in handling legal cases and issues brought before the *Lupon Tagapamayapa*.
- d. The **SECOND PARTY** shall produce information, Education, and Communication (IEC) materials that will be readily available for the constituents of the Barangays. The IEC materials shall cover necessary and supplemental information on legal issues, such as but not limited to: *Katarungang Pambarangay*, human rights, workers' rights, people's participation, and relevant jurisprudence.
- e. The **SECOND PARTY** shall produce a module/manual for the benefit of the barangay officials, which will be used as their guide in the settlement of disputes brought before the *Lupon Tagapamayapa*.

ARTICLE III - ANTI-GRAFT AND CORRUPT PRACTICES

1. Both **PARTIES** acknowledge and affirm their commitment to upholding the principles of transparency, integrity, and ethical conduct throughout the duration of this MOA.
2. Each **PARTY** represents and warrants that it has not, and shall not, engage in any form of bribery, corruption, or any other illegal or unethical practices in relation to the activities undertaken pursuant to this MOA.

ARTICLE IV - EQUIPMENT

1. The **SECOND PARTY** shall provide the necessary equipment, materials, and resources for the efficient functioning of the ADNU-ILAO Barangay Legal Aid Desks. These may include but are not limited to tables, chairs, printers, legal reference materials, and office supplies.
2. The equipment and resources provided by the **SECOND PARTY** shall remain the property of the **SECOND PARTY** throughout the duration of this MOA.
3. In the unlikely event that the **SECOND PARTY's** program is discontinued, the **SECOND PARTY**, under its Grant Support Agreement with UNOPS and GOJUST II, shall remain the exclusive owner of the items and equipment used in the establishment of the ADNU-ILAO Barangay Legal Aid Desks and thus shall retain the possession thereof after the program's suspension and/or termination.
4. Upon the expiration or termination of this MOA, the **SECOND PARTY** may choose to retrieve the equipment and resources, or they may be left in the **FIRST PARTY's** possession, with mutual consent. In the event of retrieval, the **SECOND PARTY** shall provide reasonable notice to the **FIRST PARTY** for coordination.

ARTICLE V - DATA PRIVACY

1. When processing personal information pursuant to this MOA, the **PARTIES** shall comply with all applicable data protection laws, including the Data Privacy Act of 2012 (Republic Act No. 10173).
2. Both **PARTIES** shall take reasonable measures to ensure that their respective personnel involved in establishing and operating the ADNU-ILAO Barangay Legal Aid Desks comply with all applicable data protection laws and are adequately trained and aware of data privacy principles and practices.
3. Any data shared between the **PARTIES** for the purpose of this MOA shall be limited to what is necessary for the successful implementation of the ADNU-ILAO Barangay Legal Aid Desks. Such data shall be used solely for the intended purposes and shall not be disclosed to third parties without proper authorization.

ARTICLE VI - INDEMNIFICATION

1. Each **PARTY** ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") and its respective officers, employees, agents, and representatives from and against any and all claims, demands, actions, suits, proceedings, costs, expenses, losses, damages, and all other liabilities that may arise out of or in connection with the actions and/or omissions of the Indemnifying Party in relation to the **PROJECT MAGIS**.
2. The **PARTIES** acknowledge that this indemnification provision is not intended to apply to claims arising from willful misconduct or a party's gross negligence.

Handwritten signatures in blue ink on the right margin of the page, including a large signature at the top, a smaller one below it, and another signature further down.

ARTICLE VII - AMENDMENT

1. This MOA may be amended, modified, or supplemented only by written agreement of both **PARTIES**. Any proposed amendments shall be presented in writing and duly signed by authorized representatives of both **PARTIES**.
2. Any amendments or modifications made to this MOA shall be in writing and shall be effective upon the execution of the amended MOA by both **PARTIES**.

ARTICLE VIII - ASSIGNMENT AND TRANSFER OF RIGHTS

1. No **PARTY** may assign or transfer any of its rights or obligations under this MOA without the prior written consent of the other Party.
2. That any delay or waiver by any **PARTY** in exercising its rights under this MOA will not limit or restrict the future exercise or enforceability of those rights.

ARTICLE IX - TERM

1. This MOA shall be effective from the date of signing and shall remain in force for a period of two (2) years unless terminated earlier as provided in this MOA.
2. Either Party may terminate this MOA by providing written notice to the other Party at least thirty (30) days prior to the intended termination date.
3. Both **PARTIES** may mutually agree to extend the duration of this MOA through written consent.

ARTICLE X - ENTIRE AGREEMENT

3. This MOA (together with any documents referred to herein or required to be entered into pursuant to this MOA) contains the entire agreement between the **PARTIES**. Unless the context otherwise requires, each provision of this MOA will be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid, or otherwise unenforceable for any reason, then that provision or part will be severed, and the remainder will be read and construed as if the severable provision or part had never existed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement and set their hands this 23rd day of August 2023 in the City of Naga.

ATENEO DE NAGA UNIVERSITY

represented by:

FR. ROBERTO E. N. RIVERA, S.J.

University President

CITY GOVERNMENT OF NAGA


represented by:

HON. NELSON S. LEGACION

City Mayor

SIGNED IN THE PRESENCE OF:


MA. CARMELA FRANCIA T. PEÑA


RAZIELLE B. RAÑESES

ACKNOWLEDGMENT


REPUBLIC OF THE PHILIPPINES)
City of Naga.....) S.S.

BEFORE ME, a Notary Public for the City of Naga, on this 23rd day of August 2023, personally appeared the following:

| NAME | ID No. | VALID UNTIL |
|--------------------------------|----------------------------|---------------|
| FR. ROBERTO E. N. RIVERA, S.J. | D.L. No. N04 – 89 – 105573 | 23 April 2024 |
| HON. NELSON S. LEGACION | LTD D# 204 - 98 - 049053 | 3/1/24 |

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 Memorandum of Agreement consists of six (6) pages, including the page where this Acknowledgment is written and has been signed by the parties and their witnesses on each and every page thereof.

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


MCGYVER GERARD S. ORBINA
NOTARY PUBLIC FOR NAGA CITY AND CAMARINES SUR
DAU. ST., ZONE 3, BRGY. LIBOTON, NAGA CITY
ATTORNEY'S ROLL NO. 68989, IBP LIFETIME NO. 016529
PTR O.R. NO. 7607847 K (01-03-2023) NAGA CITY
COMMISSION NO. 22-23, UNTIL DECEMBER 31, 2023

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Book No.: III ;
Series of 2023.