



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**  
TANDAG CITY



*Provincial Governor's Office*

August 14, 2025

**THE HONORABLE MEMBERS**  
Office of the Provincial Council  
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**  
Vice Governor & Presiding Officer

Sir:

**Greetings!**

May we request for an **URGENT** passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA) with the Office of the Presidential Adviser on Peace, Reconciliation, and Unity (OPAPRU), duly represented by "OPAPRU" Sec. Carlito G. Galvez, Jr., regarding the allocation of SIX MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS AND SEVENTY-EIGHT CENTAVOS (₱ 6,377,777.78) for the sustainment activities in support of Local Peace Engagement and Transformation Program of the HAMUGAWAY Peace and Development Center.

Attached is a copy of the existing MOA for your perusal.

We are hoping for your **immediate** favourable action on the matter.

**RELEASED**  
PGO - SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME  
CONTROL NO: DATE: 8-14-25 TIME: 11:58 AM



Tanggapan ng Sangguniang Panlalawigan

SURIGAO DEL SUR



OSSP-SDS-2025-04894

Telephone No.: (086) - 211 - 5832  
E-Mail: tpsurigaosur@yahoo.com

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Received by: \_\_\_\_\_

Truly yours,

**JOHNNY T. PIMENTEL**  
Provincial Governor

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**OPAPRU request for review and comply PDC documents**

5 messages

**Ana Marie Uytico** <anamarie.uytico@peace.gov.ph>

Wed, Aug 13, 2025 at 10:48 AM

To: "sdsprovince@gmail.com" &lt;sdsprovince@gmail.com&gt;, "pgo@surigaodelsur.gov.ph" &lt;pgo@surigaodelsur.gov.ph&gt;

Dear Ma'am/Sir,

The Office of the Presidential Adviser on Peace, Reconciliation, and Unity (OPAPRU) supports the operation of the **HAMUGAWAY Peace and Development Center** as part of the implementation of the **Provincial Transformation Program Plan** for the Friends Rescued (FRs), their families, and communities in the Province of Surigao del Sur.

In line with this, OPAPRU shall allocate FY 2025 funding support to the **Provincial Government of Surigao del Sur** for the sustainment of the HAMUGAWAY Peace and Development Center operation. To facilitate the fund release, we respectfully request the review and endorsement of the draft Memorandum of Agreement (MOA) and the submission of all required compliance documents in accordance with applicable government policies and procedures.

We would appreciate it if the required documents could be submitted **on or before 22 August 2025**.

For your guidance, please find attached the following:

1. Draft MOA
2. Guidance on the Compliance Requirements (PPT)

Should you have any questions or require further clarification, please feel free to contact **Ms. Ann L. Uytico** at **0939-920-1291**.

Thank You,

Ann Uytico

Office of the Presidential Adviser on Peace Reconciliation and Unity (OPAPRU) -- This message is transmitted to you by or on behalf of Office of the Presidential Adviser on Peace, Reconciliation and Unity (OPAPRU) or one of its affiliates. It is intended exclusively for the addressee. The substance of this message, along with any attachments, may contain proprietary, confidential or privileged information or information that is otherwise legally exempt from disclosure. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient of this message, you are not authorized to read, print, retain, copy or disseminate any part of this message. If you have received this message in error, please destroy and delete all copies and notify the sender by return e-mail. Regardless of content, this e-mail shall not operate to bind Office of the Presidential Adviser on Peace, Reconciliation and Unity (OPAPRU) or any of its affiliates to any order or other contract unless pursuant to explicit written agreement or government initiative expressly permitting the use of e-mail for such purpose.

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**2 attachments****MOA - PEACE CENTERS - SDS.docx**

41K

**PDC ANNOUNCEMENT\_12 August 2025\_01.pptx**

444K

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**SDS Province** <sdsprovince@gmail.com>

Wed, Aug 13, 2025 at 9:16 PM

To: recordspgossurigaosur@gmail.com

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between:

The **OFFICE OF THE PRESIDENTIAL ADVISER ON PEACE, RECONCILIATION AND UNITY (OPAPRU)**, a national government agency existing under the laws of the Philippines, with office address at 7<sup>th</sup> Floor, Agustin I Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, represented herein by **SEC. CARLITO G. GALVEZ, JR.**, hereinafter referred to as “**OPAPRU**”;

– and –

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**, a local government unit created and existing under the laws of the Philippines, with principal address at \_\_\_\_\_ represented herein by its Provincial Governor, \_\_\_\_\_, duly authorized by its Sangguniang Panlalawigan in its Resolution \_\_\_\_\_ hereinafter referred to as “\_\_\_\_\_”;

(also referred to collectively as the “Parties”)

### -WITNESSETH-

**WHEREAS**, the OPAPRU is the office mandated to oversee, coordinate, and integrate the implementation of the comprehensive peace process including initiatives that promote and reinforce national reconciliation and unity. The agency was created through Executive Order (EO) No. 158, series (s.) of 2021, amending EO No. 19, s. of 1992;

**WHEREAS**, the Provincial Local Government Unit (PLGU) of \_\_\_\_\_ is a local government unit mandated to promote the welfare of their constituency, provide basic services, uphold the rule of law and manage the peace and security situation in their province;

**WHEREAS**, on 04 December 2018, the President signed EO. No. 70, s. of 2018 institutionalizing the “Whole-of-Nation Approach” to address the root causes of insurgencies, internal disturbances and tensions, and other armed conflicts and threats by prioritizing and harmonizing the delivery of basic services and social development packages by the government, facilitating societal inclusivity, and ensuring the active participation of all sectors of society in pursuit of the country’s peace agenda;

**WHEREAS**, the Parties recognize the importance of institutionalizing whole-of-nation approach as a government policy in attainment of inclusive and sustainable peace as stipulated in E.O. No. 70, s. of 2018 entitled “Institutionalizing the Whole-of-Nation Approach in Attaining Inclusive and Sustainable Peace, creating a National Task Force to End Local Communist Armed Conflict (NTF-ELCAC), and Directing the Adoption of a National Peace Framework”;

**WHEREAS**, Localized Peace Engagement (LPE) is one of the clusters under EO No. 70, s. of 2018 which provide efficient structures and mechanisms for the localization of government’s peace efforts through peace dialogues, community consultations and problem-solving sessions;

**WHEREAS**, the OPAPRU has programmed funds to activities and projects that support the operationalization of EO No. 70, s. of 2018 specifically supporting the initiatives that will sustain efforts for People's Organization (PO) in the Local Government Units (LGUs);

**WHEREAS**, the PLGU has proposed activities that include, but are not limited to, operationalization of Peace Center, LPE Tracks 1 and 2, and capacitation of PO towards their independence and sustainment of livelihood program/s;

**WHEREAS**, the Parties agree to work together to efficiently and effectively implement these proposed sustainment activities that fall under the LPE and Transformation Program (TP) in Communist Party of the Philippines – New People's Army – National Democratic Front (CPP-NPA-NDF) conflict affected and conflict vulnerable areas;

**WHEREAS**, the Parties commit to mutual partnership and inter-agency collaboration in the conduct of the sustainment activities creating a conducive environment for LPE and TP, in support to the effective implementation of TP for former Rebels (FR), their Families and Communities;

**WHEREAS**, the OPAPRU signed a partnership agreement with the Aboitiz Foundation, Inc. (AFI) for the implementation of the Elevate AIDA (Artificial Intelligence Data Annotation) Project for under skilled and disadvantaged women through technology upskilling and income generation initiatives. The project aims to contribute to the empowerment and development of women in conflict-affected areas through initiatives that create opportunities for economic empowerment;

**WHEREAS**, the Parties commit to implement capacity building initiatives towards livelihood for women and youth in conflict-affected and conflict vulnerable areas as part of the operationalization of the Peace center;

**NOW THEREFORE**, in consideration of the foregoing premises, the parties hereto agree on the following terms and conditions:

## **ARTICLE I THE PROJECT**

This MOA shall cover the sustainment activities in support of LPE and TP work pursuant to EO No. 70, s. of 2018 with a **total Project Cost of Six Million Three Hundred Seventy-Seven Thousand Seven Hundred Seventy-Seven Pesos and Seventy-Eight Centavos (PhP 6,377,777.78)**. The main objective of the project is to establish a Peace and Development Center (PDC) that shall serve as mechanism for all peace programs of the national and local government. The Project Proposal including Work and Financial Plan (WFP) are attached as *Annex A*, and the contents therein shall form an integral part of this MOA. In support of the operationalization of the PDC, the project shall cover localization efforts for the National Action Plan on Women, Peace and Security (NAPWPS), and capacity building initiatives (Elevate AIDA) for women and the youth in the province in partnership with AFI and Connected Women.

## **ARTICLE II SCOPE**

**Section 1. Coverage.** The arrangements stipulated in this MOA shall apply to the collaboration by and between the OPAPRU and the PLGU, as clearly stated in the approved Project Proposal and WFP.

**Section 2. Objectives.** The collaboration between the Parties shall focus on two (2) key objectives: (i) capacitation of POs in the area of responsibility of concerned PLGU; and (ii) operationalization of Peace Center and Transformation program for the Province of \_\_\_\_\_ and (iii) implementation of Elevate AIDA in the province.

**ARTICLE III**  
**DUTIES AND RESPONSIBILITIES**

**Section 1. *Mutual Responsibilities of the Parties.***

- a. Ensure the implementation of conflict-sensitive and peace promoting interventions in the Province of \_\_\_\_\_, consistent with EO No. 70, s. of 2018 and the NTF-ELCAC Joint Memorandum Circular No. 01, s. 2019, including alignment to the Five-Point Peace and Development Agenda of the national government;
- b. Ensure that stipulated activities are in support to the sustainment of PO;
- c. Ensure the timely operationalization of Peace Center in the PLGU;
- d. Ensure effective working relationship and efficient communication in the implementation, monitoring and reporting of accomplishments in the conduct of projects and activities;
- e. Ensure that there are review mechanisms to strengthen coordination between the parties;
- f. Ensure compliance to pertinent issuances of the Commission on Audit (COA), Department of Budget and Management (DBM), and such other agencies relative to the conduct of programs, projects, and activities under this MOA;
- g. Ensure compliance to Republic Act No. 12009, otherwise known as the New Government Procurement Act and its Implementing Rules and Regulations (IRR), relative to the procurement of such goods, infrastructure projects, consulting services, and other procurable items pursuant to this MOA; and\
- h. Resolve issues and concerns that are directly reported to the OPAPRU arising from the implementation of the project covered by this MOA considering the recommendation of the OPAPRU;

**Section 2. *Responsibilities of PLGU.***

- a. Conduct peace-building interventions such as local consultations, problem solving sessions, and capacity building and empowerment activities with the main objective of supporting the government's LPE and TP efforts towards ending local communist armed conflict;
- b. Operationalize a Peace Center as mechanism that will rationalize and harmonize peace building efforts of all agencies for FRs, their families and communities by implementing the Guidelines of Operationalization of PDC hereto attached as Annex B and form part of this MOA;
- c. Conduct activities that will fully capacitate and support sustainable livelihood of FR PO in the Province;
- d. Provide and support gender-responsive and Women, Peace and Security (WPS)-responsive interventions directly contributing to the peace and development priorities of the province with *Elevate AIDA* and *HARVEST Peace Hubs* as pilot livelihood-oriented projects, as well as other interventions that, upon the review of the WPS Center of Excellence, strictly meet the Philippine Commission on Women (PCW)-prescribed determination of gender-responsive programming that is aligned with the NAPWPS 2023-2033;
- e. Provide support in the identification, mobilization, and logistical support of beneficiaries for *Elevate AIDA*;

- f. Facilitate the accreditation of AFI to allow it to operate as a local implementing partner, particularly where LGU-downloaded funds or local resources are involved;
- g. Assign a designated LGU focal person who will serve as the primary coordinator with OPAPRU, AFI, and Connected Women at the local level, ensuring smooth implementation and responsive coordination;
- h. Ensure participation of women beneficiaries per municipality in a *Collaborative Learning Exchange and Problem-Solution Mapping* activity at the International Conference on WPS (ICWPS);
- i. Facilitate the localization of the NAPWPS and the comprehensive peacebuilding agenda at the local level, through the conduct of writeshops and other relevant planning or capacity-strengthening sessions;
- j. Utilize the transferred funds to hire at least three (3) personnel to support the operations of the Peace Center. These staff shall perform administrative, technical, and community engagement functions necessary to implement and sustain the TP and related peacebuilding initiatives;
- k. Ensure that OPAPRU representatives are formally invited to major activities, especially those involving the distribution or awarding of interventions, assistance, or support to FRs, their families, or POs, to promote transparency, coordination, and joint accountability;
- l. Undertake the duties and responsibilities as the Implementing Agency in accordance with the COA Circular Nos. 94-013, 2012-001, 2016-002, and 2017-002;
- m. Use the funds transferred by the OPAPRU solely for the implementation of its program/project and must keep and maintain Financial Accounting records for the said funds in accordance with the generally accepted accounting and auditing principles; and
- n. Form partnership with other national and local organizations/agencies, non-government organizations, and POs for project implementation.

### **Section 3. Responsibilities of OPAPRU.**

- a. Provide necessary funding to enable the **PLGU of Surigao del Sur** technical staff to effectively and efficiently conduct peace-building activities in support of LPE and TP implementation of peace-building activities; and
- b. Ensure that the project implementation adheres to the conflict-sensitive and peace-promoting (CSPP) approach through joint monitoring of projects and activities with the PLGU.

### **Section 4. Gender and Development (GAD) and Women, Peace, and Security (WPS).**

The Parties commit to ensuring that the implementation of all activities under this Agreement shall adhere to the principles of GAD and the WPS agenda. In this regard:

- a. The PLGU shall ensure that the entire programming cycle, from planning, implementation, monitoring, and evaluation, of Peace Center operations and TP activities are *gender responsive* –accounting for the gender differentiated needs of women, men, and other marginalized groups in conflict-affected and conflict-vulnerable communities.
- b. The PLGU shall promote meaningful, substantive, and inclusive participation, representation, and leadership by ensuring that women in all their diverse and

intersecting identities, including but not limited to youth, Indigenous Peoples (IPs), Persons with Disabilities (PWDs), elderly women of diverse Sexual Orientation, Gender Identity and Expression, and Sex Characteristics (SOGIESC), and FRs in all peacebuilding activities and decision-making processes.

- c. The PLGU shall, at a minimum, collect data with sex and age disaggregation. The data will be used in the conduct of Conflict and Gender Analysis to guide the entire program cycle, including the design, delivery, monitoring and evaluation of the reintegration programs and other interventions.

### **Section 5. *Healing and Reconciliation (H&R).***

The Parties commit to implement a holistic, conflict-sensitive, and peace-promoting Healing and Reconciliation Program for FRs, their families, and their communities. In this regard:

- a. The H&R Program should address the legacies of conflict, such as legitimate grievances, historical injustices, human rights violations, and marginalization through inclusive, participatory, and culturally sensitive interventions across all the components of the TP fostering trust-building, restore relationships, and promote community resilience.
- b. The H&R shall have the following core components:
  - i. Support to Psychosocial and Emotional Recovery – provision of culturally appropriate psychosocial support, trauma healing, and mental health services for individuals, families and communities. Ensuring the active participation of women, youth, IPs, and other marginalized groups.
  - ii. Restoration of Social Cohesion – facilitation of community dialogues, truth-telling sessions, and inclusive decision-making platforms to address root causes of division, strengthen inter-group relationships, and promote mutual respect.
  - iii. Reconciliation and Reintegration – implementation of community ceremonies, restorative mechanisms, and socioeconomic integration programs to support FRs and their families in becoming productive, accepted members of the community.
  - iv. Transitional Justice Measures – local initiatives that contribute to truth-seeking, accountability, reparations, and guarantees of non-recurrence, consistent with “Dealing with the Past” framework.
  - v. Capacity Building for Resilience – Training and support for local leaders, women’s groups, youth networks, IPs and Civil Society Organizations (CSOs) in peace leadership, conflict transformation, and participatory governance.
- c. The H&R shall adopt the following guiding principles which include:
  - i. Conflict-Sensitivity and Peace Promotion (CSPP) – all programs shall be designed and implemented in a manner that minimizes or eliminates exacerbating existing conflicts, reopening old conflicts, or starting new conflict lines. Conversely, an active effort to maximize positive impacts have to be in place. Ultimately, all interventions have to contribute to peace building.
  - ii. Intersectionality – all programs shall ensure the meaningful and substantive participation of marginalized groups and sectors recognizing their agency as peacebuilders and rights-holders.
  - iii. Cultural Appropriateness – interventions shall respect and integrate local customs, traditions, and indigenous knowledge systems.
  - iv. Whole-of-Society Approach – implementation shall involve among others, local government units, national government agencies, CSOs, faith-based organizations, traditional leaders, and the private sector.

## **ARTICLE IV FUND TRANSFER**

OPAPRU shall transfer the funds **in full** to the PLGU amounting to Five Million Pesos (Php 5,000,000.00), subject to the availability of Cash Allocation, and supported by the following documents:

- a. Signed MOA between OPAPRU and PLGU;
- b. Approved Project Proposal from PLGU with WFP;
- c. Copy of the Sangguniang Resolution authorizing the Governor to sign the MOA;
- d. Certificate of Acceptance from PLGU indicating therein that the latter is accepting the project and the terms in the MOA with OPAPRU and accepting the amount to be transferred by the latter for the purpose of implementing the project specified in this MOA; and
- e. Bank Certificate of the PLGU.

## **ARTICLE V INSTITUTIONAL ARRANGEMENT**

### **Section 1. *OPAPRU Financial Management.***

- a. Transfer funds directly to the PLGU for the sustainment activities and operationalization of Peace Center of the province;
- b. Transfer of funds to the PLGU in accordance with the COA Circular Nos. 94-013, 2012-001, 2016-002, and 2017-002.

### **Section 2. *OPAPRU Project Management, Monitoring and Reporting.***

- a. Ensure that project implementation adheres to the CSPP approach;
- b. Assign and/or designate a Focal Person to closely monitor and coordinate the project implementation in coordination with PLGU;
- c. Undertake regular monitoring and technical assistance provision to the PLGU related to the conduct of peace-building projects and activities;
- d. Ensure the documentation and reporting of both the physical and financial progress of project using the reporting tools from the OPAPRU;
- e. Make available and/or provide upon request necessary and relevant information and technical documents on all the projects that are determined and agreed upon by the Parties;
- f. Establish timeline on the project completion based on the duly signed and approved WFP of the implementing partner; and
- g. Issue a Certificate of Completion to the PLGU when the project under this MOA is completed to the satisfaction and full acceptance of the OPAPRU.

### **Section 3. *PLGU Financial Management.***

- a. Submit documentary requirements to facilitate transfer of funds in accordance with Article IV of this MOA;
- b. Provide OPAPRU with bank account details to facilitate payment and documentation of the funds into OPAPRU's records;
- c. Accept and issue Official Receipt for the funds transferred by the OPAPRU;
- d. Maintain a separate subsidiary record/ledger for fund transfers;

- e. Use the funds transferred by the OPAPRU solely for the implementation of sustainment of POs, TP implementation and operationalization of Peace Center;
- f. Keep and maintain Financial and Accounting records for the peace-building activities in support of LPE work in accordance with generally accepted accounting and auditing principles;
- g. Ensure proper disbursement of funds for the implementation of the projects in accordance with COA rules and regulations;
- h. Submit to the OPAPRU the following:
  - i. Progress Report: (i) Monthly Project Status Report with Statement of Work Accomplished showing physical accomplishment, duly signed by appropriate designated focal person of the PLGUB and approved by the Provincial Governor and verified by partners, if applicable; and (ii) Monthly Statement of Receipts and Disbursement (SORD)/Statement of Expenditure (SOE) duly signed by the Accountant and the Auditor attesting to the transfer of funds; and
  - ii. Project Completion: (i) Project Status Report with Statement of Work Accomplished showing 100% physical accomplishment, Certificate of Completion/Turn-over and Acceptance, if applicable, duly signed by the designated focal person and approved by the Provincial Governor and verified by partners, if applicable; and (ii) Statement of Receipts and Disbursement (SORD)/Statement of Expenditure (SOE) duly signed by the Treasurer/Accountant and the Auditor attesting to the transfer of funds; (iii) PLGU shall submit Audit Inspection Report Operations and Sustainability Plan, if applicable.
- i. Refund to the OPAPRU any unused funds or savings generated not later than (3) months after the project completion;
- j. Acknowledge that the OPAPRU has made no actual or implied promise of funding except as agreed herein. If any of the funds are returned to the OPAPRU or if this MOA is rescinded, the PLGU also acknowledges that the OPAPRU shall have no further obligation to the former as a result of such return or rescission; and
- k. Make available all records and files to the OPAPRU pertaining to transactions involving the peace-building activities in support of LPE work upon request for the COA Auditor.

**Section 4. *PLGU Project Management, Monitoring and Reporting.***

- a. Ensure proper conduct of social preparation;
- b. Ensure that project implementation adheres to the CSPP approach;
- c. Assign and/or designate focal person/s to serve as coordination contact point/s of PLGUB with OPAPRU;
- d. Ensure the documentation and reporting of the physical and financial progress of project implementation using the reporting tools from the OPAPRU;
- e. Submit monthly status and reports (both physical and financial) five (5) days before the end of every month;
- f. Conduct with the OPAPRU a Joint Implementation Review of project covered by this MOA to determine the impact and outcome of the project;

- g. Make available and/or provide, upon request, necessary and relevant information and technical documents on the project that are determined and agreed upon by the Parties, such as but not limited to: project monitoring reports, liquidation reports, etc.; and
- h. Ensure that the project shall be completed based on the approved WFP.

## **ARTICLE VI OWNERSHIP**

All documents, materials, outputs, and equipment procured pursuant to this MOA shall be deemed and shall unequivocally remain the sole and exclusive property of the OPAPRU. This proprietary ownership extends to all work encompassed by the Intellectual Property Code and pertinent regulations thereof. Unauthorized utilization of such materials is expressly prohibited without the explicit, written consent and approval of the OPAPRU. It is further stipulated that the OPAPRU retains the prerogative to effectuate the donation of said assets, subject to the mutually agreed terms of the parties and in accordance with prevailing government donation policies.

## **ARTICLE VII ANTI-GRAFT AND CORRUPT PRACTICES ACT**

The parties shall not in any way unduly benefit from this MOA, and shall at all times adhere to Republic Act No. 3019 otherwise known as “the Anti-Graft and Corrupt Practices Act”, as amended.

## **ARTICLE VIII DATA SHARING ON FORMER REBEL REINTEGRATION**

**Section 1. *Scope and Purpose.*** The Parties agree to establish a secure and lawful data-sharing arrangement covering information related to the reintegration of FRs and the implementation of the TP. The data shall be used solely for planning, implementation, monitoring, evaluation, and reporting purposes in accordance with the objectives of this Agreement.

**Section 2. *Data Covered.*** The data to be shared may include, but shall not be limited to:

- a. Full name, age, gender, and address of FRs;
- b. Ethnic affiliation or IP identity, and/or PWD status;
- c. Type of FR (e.g., Regular NPA, UGMO member, MB, supporter);
- d. Interventions received under the TP;
- e. Name and composition of FR POs;
- f. Information on immediate next of kin or household members;
- g. Progress reports or status of reintegration efforts.

**Section 3. *Data Protection and Compliance.*** Both Parties shall comply with Republic Act No. 10173, otherwise known as the “Data Privacy Act of 2012,” and its IRR, and all other applicable issuances of the National Privacy Commission (NPC). Each Party shall implement reasonable and appropriate organizational, technical, and physical security measures to safeguard the data.

**Section 4. *Consent and Lawful Collection.*** The Parties shall ensure that all personal and sensitive personal information shared under this MOA are lawfully obtained, with the necessary consent of the data subjects, or are covered by lawful bases as defined under the Data Privacy Act.

**Section 5. *Access, Retention, and Disposal.*** Access to shared data shall be strictly limited to authorized personnel. Data shall be retained only for as long as necessary for the purposes stated above and shall be securely disposed of in accordance with each Party’s data management and disposal policies.

**Section 6. Breach Notification.** In the event of a data breach affecting shared data, the affected Party shall notify the other Party within seventy-two (72) hours and take all necessary actions to contain and remedy the breach, in compliance with applicable laws and regulations.

**Section 7. Designation of Information Focal.** Each Party shall designate a Data and Information Focal Person who shall serve as the official point of contact for all matters concerning data sharing, coordination, validation, compliance, and breach reporting under this Agreement. The names and contact details of the designated focal persons shall be submitted in writing within fifteen (15) days from the effectivity of this MOA.

**Section 8. Data Sharing Agreement (DSA).** Pursuant to the pertinent and relevant NPC issuances, the Parties shall enter into a DSA relative to ensure a secure and lawful data-sharing arrangement covering information concerning the FRs and the implementation of the TP. The DSA shall form an integral part of this MOA.

## **ARTICLE IX EFFECTIVITY AND PERIOD OF AGREEMENT**

This MOA shall take effect upon approval and signing by the Parties and shall remain valid and effective until 31 December 2026, unless otherwise revoked earlier by both Parties.

## **ARTICLE X AMENDMENTS**

No amendment or modification to this MOA shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

## **ARTICLE XI SETTLEMENT OF DISPUTES**

**Section 1.** Any disagreement or dispute in the implementation of the agreements under this MOA shall be settled amicably by and among the PARTIES, except in cases where such settlement is explicitly prohibited by the law or rules and regulations.

**Section 2.** As such, the PARTIES shall undertake to resolve their disagreement or dispute through dialogue, conciliation, mediation, negotiation, arbitration, or any other alternative mode of dispute resolution.

**Section 3.** Relative to the immediately preceding section, the PARTIES may mutually agree to resolve their disagreement or disputes through arbitration, which shall be undertaken in accordance with the Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended, for Government Agencies and Instrumentalities and Government-Owned or Controlled Corporations issued by the Department of Justice (DOJ) on 26 September 2015.

**Section 4.** Except in cases where the PARTIES have already resorted to arbitration to resolve their disagreement or disputes, the PARTIES may resort to judicial action whenever imperative or necessary under the law or where the alternative modes of dispute resolution have already been exhausted.

## **ARTICLE XII TERMINATION OF CONTRACT**

**Section 1. Grounds.** Any time after the execution of this contract, this MOA may be terminated at the instance of ANY OR BOTH PARTIES hereto or by reason of default described hereunder without prejudice to any other rights or remedies it is entitled under this MOA and applicable law.

**Section 2. Events of Default.** Each of the following events shall constitute a valid ground for default:

- a. Any failure, neglect or inability on the part of either of the Parties to comply with any of the terms and/or conditions of this MOA; and
- b. Any misrepresentation or breach of warranty made in connection herewith and proven to have been incorrect or misleading as of the time it was made.

**Section 3. Procedure.** Termination of this MOA shall be by service to the other party of a written *Notice of Termination*, which shall take effect thirty (30) days after receipt of said written notice.

**ARTICLE XIII  
SEPARABILITY CLAUSE**

If any court of competent jurisdiction shall declare any provision or provisions of this MOA illegal, invalid or void, such declaration shall not render illegal, invalid, or void any other provisions of this MOA.

**IN WITNESS WHEREOF**, the parties through their respective authorized representatives have hereunto signed this MOA this \_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

**OFFICE OF THE PRESIDENTIAL  
ADVISER ON PEACE,  
RECONCILIATION AND UNITY**

**PROVINCIAL LOCAL  
GOVERNMENT UNIT OF \_\_\_\_\_**

\_\_\_\_\_  
**CARLITO G. GALVEZ, JR.**  
Secretary

\_\_\_\_\_  
Governor

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
**ATTY. WILBEN M. MAYOR**

**CERTIFIED FUNDS AVAILABLE:**

\_\_\_\_\_  
**CHARLIEZ JANE R. SORIANO, CPA**  
Head, Accounting Section

