

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



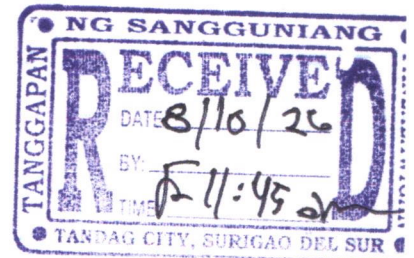
OFFICE OF THE PROVINCIAL GOVERNOR

August 10, 2026

HONORABLE SANGGUNIAN PANLALAWIGAN MEMBERS

Tanggapan ng Sanggunian Panlalawigan
Tandag City
This Province

Thru: HON. MANUEL O. ALAMEDA, SR.
Vice Governor



Dear Honorable SP Members,

Greetings of peace and solidarity!



I am writing to respectfully request **your urgent attention** to a matter of significant importance. Enclosed herewith are the **Memoranda of Agreement** for the implementation of the FY 2026 PAMANA Projects, namely:

1. **Concreting of the Farm-to-Market Road (FMR) from Km. 9 to Km. 16** located at Barangay Diatagon, Municipality of Lianga;
2. **Construction of Brgy. Bagyang to Brgy. Bitaugan Road, Phase II** located at Barangay Bagyang, Municipality of San Miguel; and
3. **Construction of Rajah Cabungsu Road (Pinanapatan-Km. 8 National Road)** located at Barangay Bogak, Municipality of Lingig.

The said **Memoranda of Agreement** are to be executed between the **Office of the Presidential Adviser on Peace, Reconciliation, and Unity (OPAPRU)**, represented by the Honorable Secretary Mel Senen S. Sarmiento, and the **Provincial Government of Surigao del Sur**.

In view of the urgency of the implementation of these projects, may I respectfully request your assistance in facilitating the passage of the necessary resolution authorizing the Provincial Governor to sign the Memoranda of Agreement on behalf of the Provincial Government of Surigao del Sur. The timely approval of the resolution is essential to ensure the immediate execution of the agreements and the prompt implementation of these priority infrastructure projects for the benefit of our communities.



PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan

Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph
OSSP-26-06169



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

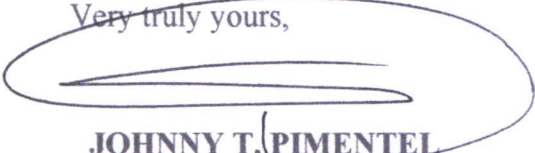
OFFICE OF THE PROVINCIAL GOVERNOR



Your favorable consideration and prompt action on this request will be highly appreciated. For your reference, copies of the Memoranda of Agreement are attached herewith.

Thank you very much for your continued support and cooperation.

Very truly yours,


JOHNNY T. PIMENTEL
Provincial Governor

MEMORANDUM OF AGREEMENT

THE PUBLIC IS NOTIFIED:

This Memorandum of Agreement (hereinafter referred to as the “**MOA**”) is executed by and between the following:

The **OFFICE OF THE PRESIDENTIAL ADVISER ON PEACE, RECONCILIATION, AND UNITY**, a national government agency (NGA) duly organized and existing under the laws of the Republic of the Philippines, with principal office address at the 53rd Floor, Corporate Finance Plaza, Ruby Road, Ortigas Center, Barangay San Antonio, Pasig City, duly represented herein by the Presidential Adviser on Peace, Reconciliation, and Unity (PAPRU), **SECRETARY MEL SENEN S. SARMIENTO**, and hereinafter formally referred to as the “**SOURCE AGENCY**”, or “**SA**” for brevity;

and

The **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR**, a local government unit (LGU) duly created and existing under the laws of the Republic of the Philippines, with principal office address at **Provincial Capitol, Tandag City, Surigao del Sur**, duly represented herein by its Local Chief Executive, **HONORABLE JOHNNY T. PIMENTEL**, and hereinafter formally referred to as the “**IMPLEMENTING AGENCY**”, or “**IA**” for brevity.

The **SA** and the **IA** shall be collectively referred hereinafter as the “**PARTIES**”.

RECITAL

WHEREAS, pursuant to Paragraph 35, in relation to Goal 16, of the United Nations General Assembly (UNGA) Resolution No. A/RES/70/1, entitled *Transforming our world: the 2030 Agenda for Sustainable Development*, which was adopted by the Republic of the Philippines, among other UN member-states, on 25 September 2015, it has been enunciated that sustainable development cannot be realized without peace and security and that the same will altogether be at risk without sustainable development, thereby recognizing the need to build peaceful, just, and inclusive societies that provide equal access to justice and that are based on respect for human rights (including the right to development), on effective rule of law and good governance at all levels, and on transparent, effective, and accountable institutions;

WHEREAS, Section 2(b)(i) of Executive Order (EO) No. 158 (s. 2021) substantially provides that the **SA**, on behalf of the President of the Republic of the Philippines, is mandated to manage, direct, integrate, and supervise all aspects of the comprehensive peace process, including initiatives that promote and reinforce national reconciliation and unity;

WHEREAS, Section 2(b)(iii) of EO No. 158 (s. 2021) substantially provides that the **SA** is mandated to oversee the status of programs and projects undertaken by NGAs and instrumentalities, as part of the implementation of the Comprehensive Peace Process, such as but not limited to, the PAYapa at MASaganang PamayaNAn (PAMANA) Program;

WHEREAS, the PAMANA Program is the National Government’s peace and development convergence program, which forms an integral part of the Comprehensive Peace Process, thereby directly and actively contributing to the transformation and normalization programs in the implementation of various peace agreements while ensuring the sustainability of project interventions in peace and development focus areas;

WHEREAS, the PAMANA Program aims to contribute in the: (1) improvement of socioeconomic conditions in conflict-affected areas (CAAs) and conflict-vulnerable areas (CVAs)

as well as in areas covered by peace agreements through focused delivery of services; (2) enhancement of capacities of NGAs and LGUs for pursuing conflict-sensitive, peace-promoting, culture-sensitive, and gender-sensitive approaches to development; and (3) empowerment of communities and strengthening their capacities to address the issues of conflict and peace through activities that promote social cohesion;

WHEREAS, per Item III of the PAMANA Manual of Operations (as of April 2017), the implementation of the PAMANA Program shall be guided by a three-pronged project process flow, to wit: (a) Pre-Project Implementation Phase; (b) Project Implementation Phase; and (c) Monitoring and Evaluation Phase, wherein the values of inclusion, participation, transparency, conflict-sensitivity, and peace promotion shall be embedded;

WHEREAS, pursuant to EO No. 14 (s. 2023), which approved and adopted the *Philippine Development Plan (PDP) for the Period 2023-2028*, it is noteworthy to emphasize that Chapter 13 (*Ensure Peace and Security and Enhance Administration of Justice*) of PDP for 2023-2028 indicated that the PAMANA Program sets the foundations for conflict-sensitive development efforts and empowered partners for peace;

WHEREAS, the PAMANA Program is likewise confirmed to support the *Five-Point Peace, Reconciliation, and Unity Agenda* of the SA, particularly on Agenda 5 on the enhancement of the delivery of conflict-sensitive and peace-promoting (CSPP)-compliant development interventions in addressing the key drivers of conflict through convergence and complementation in support of the Comprehensive Peace Process;

WHEREAS, Section 1 of EO No. 70 (s. 2018) has institutionalized the *Whole-of-Nation Approach* (WONA) as a government policy for the attainment of inclusive and sustainable peace, whereby the National Government shall prioritize and harmonize the delivery of basic services and social development packages in CAAs and CVAs, shall facilitate societal inclusivity, and shall ensure active participation of all sectors of society in the pursuit of the country's peace agenda;

WHEREAS, Section 1 of EO No. 5 (s. 2016) substantially provides for the adoption of *Ambisyon Natin 2040*, as the 25-year long-term vision for the Philippines, whereby it contemplates that by 2040, the Philippines shall be a prosperous, predominantly middle-class society where no one is poor and the people live long and healthy lives, are smart and innovative, and live in a high-trust society;

WHEREAS, Section 4 of EO No. 5 (s. 2016) substantially provides that all plans of NGAs, offices, and instrumentalities, including government-owned or -controlled corporations (GOCCs) and LGUs shall be consistent with *Ambisyon Natin 2040*;

WHEREAS, the IA is an LGU duly created by virtue of and existing under Republic Act (RA) No. 7160, otherwise known as the *Local Government Code of 1991*, as amended, thereby exercising such powers and discharging such functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provisions of basic services and facilities intended primarily to serve the needs of its constituents;

WHEREAS, Section 3(g), Chapter I, Title I, Book I of RA No. 7160, as amended, substantially provides that the capabilities of LGUs, especially the municipalities and barangays, shall be strengthened and enhanced by providing them with opportunities to participate actively in the implementation of national and regional policies, programs, and projects;

WHEREAS, Section 3(k), Chapter I, Title I, Book I of RA No. 7160, as amended, substantially provides that the realization of local autonomy shall be facilitated through the improved coordination of national and regional government policies and programs, and the extension of adequate financial, technical, and material assistance to less developed and deserving LGUs;

WHEREAS, Section 16, Chapter II, Title I, Book I of RA No. 7160, as amended, substantially provides, among others, that every LGU shall exercise the powers expressly granted, those necessarily implied therefrom, as well as the powers necessary, appropriate, or incidental to its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, Section 16, Chapter II, Title I, Book I of RA No. 7160, as amended, likewise provides, *inter alia*, that within their respective territorial jurisdictions, the LGUs shall ensure and support, among other things, the preservation and enrichment of culture, the promotion of health, nutrition, population management, sanitation, access to adequate food and clean water, and safety, the enhancement of the right of the people to a balanced ecology, the encouragement of and support to the development of appropriate and self-reliant scientific and technological capabilities, the improvement of public morals, the enhancement of economic prosperity and social justice, the promotion of full employment among their residents, the maintenance of peace and order, and the preservation of the comfort and convenience of their inhabitants;

WHEREAS, Section 22(a)(5), Chapter II, Title I, Book I of RA No. 7160, as amended, substantially provides that every LGU, as a corporate entity, shall have the power to enter into contracts;

WHEREAS, Section 22(c), Chapter II, Title I, Book I of RA No. 7160, as amended, substantially provides that no contract may be entered into by the local chief executive (LCE) on behalf of the LGU without prior authorization by the concerned local legislative body or *sanggunian* and that a legible copy of such contract shall be posted at a conspicuous place in the provincial capitol or the city, municipal, or barangay hall;

WHEREAS, Article 1159, in relation to Article 1157, of RA No. 386, otherwise known as the *Civil Code of the Philippines*, as amended, substantially provides that obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith;

WHEREAS, Item 4.1 of Commission on Audit (COA) Circular No. 94-013 dated 13 December 1994 substantially provides that the **SA** shall enter into a **MOA**, which is a contract by its nature, with the **IA** for the undertaking by the latter of the project(s) of the former, and that such **MOA** shall provide for the requirements for project implementation and reporting;

WHEREAS, Section 77 of the General Provisions of RA No. 12314, otherwise known as the *Fiscal Year (FY) 2026 General Appropriations Act (GAA)*, substantially provides that all appropriations authorized therein shall be available for release and obligation for the purpose specified, and under the same general and special provisions applicable thereto, until 31 December 2027, except for personnel services which shall be available for release, obligation, and disbursement until 31 December 2026. Likewise, the pertinent section substantially provides that in case of maintenance and other operating expenses (MOOE) and capital outlays (CO), the delivery of goods and services, and the completion of construction of infrastructure projects, including inspection and acceptance, shall be made not later than 31 December 2027; *Provided that*, the payment thereof shall be made not later than two (2) years from the date of acceptance;

WHEREAS, to facilitate and undertake the PAMANA Projects pursuant to authorized appropriations under RA No. 12314 and in recognition of the significant role of the LGUs in peace-building and development, the **SA** shall, by virtue of this MOA and in pursuit of its mandate, of the WONA per EO No. 70 (s. 2018), and all of the other aforecited national policies, collaborate and cooperate with the **IA** for the implementation of the PAMANA Program;

THEREFORE, in consideration of the foregoing recital of premises, the **PARTIES** hereby agree on the following terms and conditions:

ARTICLE I
GENERAL PROVISIONS

Section 1. The purpose of this **MOA** is to define the mutual and agency-specific roles and responsibilities, as well as the institutional arrangements for collaboration, cooperation, and partnership between the **PARTIES** for the implementation of the PAMANA Program for FY 2026.

Relative to the PAMANA Manual of Operations, this **MOA** shall likewise be guided by the following three-pronged project process flow vis-à-vis the prescribed period for the fulfillment of the project(s) contemplated herein, to wit:

PHASE	PERIOD
Pre-Project Implementation	From the Submission by the IA of the Project Proposal (including all the pre-project implementation documentary requirements) to the Execution and Signing of the MOA by the PARTIES in FY 2026.
Project Implementation	From the Receipt by the IA of the First Tranche of Fund Transfer from the SA to the Physical Completion of the Project(s) by the IA , as inspected and accepted by the SA , which must not be later than 31 December 2027 .
Monitoring and Evaluation	Within one (1) year from the turnover of the project(s) following the completion, inspection, and acceptance thereof, provided that the same should not be later than 31 December 2028 .

Section 2. For purposes of official communication and correspondence during the duration of this **MOA**, the following shall be the primary focal persons of the **PARTIES**, to wit:

- (a) For the **SA**, the primary focal person shall be **DIRECTOR J. ANTHONY B. PEÑA**, Director IV and Head of the PAMANA – National Program Management Office (NPMO);
- (b) For the **IA**, the primary focal person shall be **GOVERNOR JOHNNY T. PIMENTEL**, being the LCE of the **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR**.

Section 3. The primary focal persons are hereby authorized to issue, sign, and/or execute certifications, instruments, and other pertinent documents arising from, incidental to, implied from, in relation to, or consequent to this **MOA**, subject to the delegation or specification of authority of the office of the **PARTY** they respectively represent.

Section 4. The **PARTIES**, through their duly authorized representatives, are hereby recognized and allowed to issue, sign, and/or execute any certification, instrument, or other

pertinent document arising from, incidental to, implied from, in relation to, or consequent to this **MOA** using their electronic or digital signatures, as may be undertaken pursuant to RA No. 8792, otherwise known as the *Electronic Commerce Act of 2000*, the Supreme Court (SC)’s AM No. 01-7-01-SC, also known as the *Rules on Electronic Evidence*, the SC’s AM No. 22-09-01-SC, also referred to as the *Rules on Electronic Notarization*, and COA Circular No. 2021-006 re *Guidelines on the Use of Electronic Documents, Electronic Signatures, and Digital Signatures in Government Transactions*; *Provided that*, such electronic or digital signatures must accordingly bear or include the following details:

- (a) Full Name of the Signatory in the following form:
Given Name Middle Initial Surname (e.g., Juan C. de la Cruz)
- (b) An Image of the Signatory’s Handwritten Signature;
- (c) Date of Signature in the following form:
Day Month Year (e.g., 5 January 2026);
- (d) Time with Time Zone of Signature in the following form:
Hour:Minutes AM/PM, UTC+/-Time Zone (e.g., 8:00 AM, UTC+8);
- (e) A notation or disclosure with the following or similar import:
“The Original of this Document, as electronically or digitally signed herein, is in electronic or digital format.”

For guidance and illustrative purposes, an example of a properly formatted electronic or digital signature is shown below:

[Insert Image of Signatory’s Handwritten Signature]

Juan C. de la Cruz
5 January 2026
8:00 AM, UTC+8

The Original of this Document, as electronically or digitally signed herein, is in electronic or digital format.

Section 5. This **MOA** shall apply to all concerned departments, offices, services, units, divisions, sections, and other sub-units of the **PARTIES** for the implementation of the PAMANA Program, as lodged in the annual budget of the **SA** under the FY 2026 GAA.

Section 6. Subject to the pertinent provisions of Article III of this **MOA** or unless otherwise indicated herein, the **PARTIES** shall submit the necessary and required reports on a quarterly basis.

Section 7. Pursuant to Item 3.1.1 of COA Circular No. 2012-001 dated 14 June 2012, as amended by COA Circular No. 2016-002 dated 31 May 2016, the **SA** shall not transfer any fund to the **IA**, unless the funds previously transferred by the **SA** to the latter has already been liquidated and accounted for in the books.

Section 8. In case the **IA** has no unliquidated funds from any previous fund transfer by the **SA** to it, the proper and complete submission by the **IA** of all documentary requirements shall be the condition *sine qua non* for the transfer of funds relative to the **PROJECT COST**, whose amount is indicated in Section 1, Article II herein.

However, for the immediate release of the Second Tranche of Fund Transfer under Sections 1(1)(a)(i) and 2(1)(a)(i), Article III herein, the **IA** may opt to secure, execute, and provide a surety

bond equivalent to 20% of the **PROJECT COST** and, as such, must submit to the **SA** a copy of the pertinent surety bond, together with: (a) a copy of the duly executed service and/or supply contract between the **IA** and its contractor and/or supplier; (b) a certification by the LCE indicating the 100% physical completion of the project by the **IA**; and (c) a certificate of completion, as duly issued and signed by the designated project engineer and/or other authorized representatives of the contractor and/or supplier, the Head of the **IA**'s Engineering Office, and as duly noted and signed by the LCE; *Provided that*, such submission shall thereby become the condition *sine qua non* for the immediate release of the Second Tranche of Fund Transfer, in lieu of the timely and complete submission of all the documentary requirements prescribed in Section 2(1)(a)(i), Article III herein; *Provided likewise that*, the **IA** must still undertake the complete submission of all the documentary requirements, as prescribed in Section 2(1)(a)(i), Article III herein, to the **SA** within six (6) months from the **SA**'s receipt of the copy of the surety bond.

Section 9. The **PARTIES** shall undertake a project attribution arrangement, which shall apply to PAMANA projects involving hard infrastructures, whether vertical or horizontal in nature and design.

For purposes of this **MOA**, a hard infrastructure refers to any physical structure, facility, or system that is designed and constructed using specified materials and serves a public purpose or function, or ensures public convenience, within a particular lifespan. Furthermore, a hard infrastructure shall be deemed as vertical if its construction extends upward from the land (e.g., multipurpose hall, tribal hall, evacuation center), whereas, it shall be considered as horizontal if its construction extends or spreads across the land (e.g., road, bridge).

Section 10. Relative to the immediately preceding section and subject to Section 13, Chapter II, Title I, Book I of RA No. 7160, as amended, the **IA**, through its corresponding local legislative body, shall, upon physical completion of the hard infrastructure project, as contemplated herein, and in consultation with the National Historical Commission of the Philippines (NHCP), include the term "**PAMANA**" in naming the resulting infrastructure by virtue of this **MOA**.

The pertinent ordinance to be enacted by the concerned local legislative body of the **IA** must duly attribute the naming of the resulting infrastructure to the PAMANA Program, as managed, facilitated, and supervised by the **SA** pursuant to EO No. 158 (s. 2021) and as part of the implementation of the Comprehensive Peace Process towards the attainment of a just and sustainable peace.

Accordingly, the **IA**, as implementing partner of the **SA** for the implementation of the PAMANA Program, must duly provide the latter with a certified true copy of the pertinent ordinance.

Furthermore, in order to concretize the project attribution arrangement contemplated herein, the **IA** shall install a conspicuous marker, which shall hereinafter be referred to as the "**PAMANA Marker**", to, on, or at the vicinity of the resulting infrastructure. The design and details of the PAMANA Marker are prescribed and attached herewith as **Annex A**.

Section 11. Subject to the pertinent provisions of Article III of this **MOA** and in order to foster and ensure accountability and transparency through the Transparency and Accountability Mechanisms (TAMs) of the PAMANA Program, the conflict-sensitive and peace-promoting citizen-led monitoring (CSPP-CLM) system is hereby adopted and shall form an integral part of this **MOA**.

As such, the **PARTIES** shall accordingly adhere to, uphold, and promote the CSPP-CLM system as a monitoring and evaluation (M&E) and governance mechanism for the implementation of the projects under the PAMANA Program.

Furthermore, the **PARTIES** shall undertake and ensure the creation of CSPP-CLM teams and such other pertinent mechanisms at the local level.

Section 12. As an additional measure in line with the TAMs, the **IA** shall comply with the *Guidance Note on the Preparation, Design, and Installation of PAMANA Billboards for Infrastructure Projects* dated 4 December 2025, which is attached herewith as **Annex B**.

Section 13. In congruence with the TAMs and subject to the policy issuances of the **SA** for their implementation, the **PARTIES** may further publish the following pieces of information on their respective official websites and/or on their official social media pages, to wit:

- (a) A scanned copy of this **MOA**, together with the annexes and attachments, especially the approved Work and Financial Plan (WFP);
- (b) A copy of every procurement contract undertaken relative to this **MOA**;
- (c) Progress reports on the status of and updates on the project;
- (d) Gallery of photographs and/or videos relative to the implementation of the project;
- (e) Liquidation reports per tranche of fund transfer;
- (f) Such other documents or matters, as may be prescribed by the **SA** to the **IA** via any implementing guidelines or guidance note.

Section 14. Pursuant to the institutionalization of WONA and the intergovernmental collaboration and cooperation among national, regional, and local levels of governance that are intended to fortify the TAMs, the **IA** shall accordingly inform the Department of the Interior and Local Government (DILG) and the concerned Regional Development Council (RDC) of this **MOA** and shall forthwith provide them with its certified true photocopies of this **MOA**.

As proof of its compliance to the obligations set forth herein, the **IA** shall accordingly provide the **SA** with the certified true photocopies of this **MOA**, as duly received, dated, and stamped by the DILG and the concerned RDC.

As far as applicable, the **IA** shall likewise undertake the foregoing obligations to the next higher level of local governance exercising supervision over it under RA No. 7160, as amended, and shall accordingly provide the **SA** with its proof of compliance, as contemplated herein.

Furthermore, the **IA** shall post a legible and certified true photocopy of this **MOA**, as duly received, dated, and stamped by the DILG and the concerned RDC and, as far as applicable, the next higher level of local governance, at a conspicuous place within the premises of the **IA**'s principal office address.

Section 15. After the completion of the project(s) contemplated herein, which should be evidenced by the Certificate of Completion, the **PARTIES** shall conduct joint technical inspection activities to verify the same and prior to the issuance of the Certificate of Acceptance, for the continued evaluation and assessment of the project(s).

Upon acceptance of the project(s), the **PARTIES** shall undertake the turnover thereof, together with the issuance of the Certificate of Turnover by the **SA**.

Within one (1) year from the turnover of the project(s) but not later than 31 December 2028 as prescribed in Section 1, Article I of this **MOA**, the **PARTIES** shall undertake the following post-implementation aspects of the project(s), to wit:

- (a) Evaluation of all physical, financial, liquidation, accomplishment, and progress reports submitted by the **IA** to the **SA**;
- (b) Review of all the monitoring and inspection reports of the **SA** relative to the implementation by the **IA**;
- (c) Assessment of the process monitoring and major outcomes of the project(s);
- (d) Evaluation of the midterm and final impact of the project(s) to the socioeconomic development of the immediate community and of the concerned municipality/city, province, and/or region; *Provided that*, the term “midterm” is hereby defined as the period within six (6) months from the date of turnover while the term “final” pertains to the period of at least six (6) months and one (1) day up to one (1) year from the date of turnover;
- (e) Preparation and publication of the Final Report on the project(s), as monitored and evaluated based on this **MOA**, for the due information and appropriate action of peace agreement partners and stakeholders.

Section 16. All the procurement activities under, relative to, and pursuant to this **MOA** shall comply with RA No. 12009, its Implementing Rules and Regulations (IRR), and the pertinent issuances of the Government Procurement Policy Board (GPPB).

In this regard, the **IA** shall make available to the **SA** all of the former’s procurement documents and paraphernalia relative to the implementation of the project(s) contemplated under this **MOA**. These documents shall include, but not be limited to, the following:

- (a) Project Procurement Management Plan (PPMP);
- (b) Annual Procurement Plan (APP);
- (c) Terms of Reference (TOR);
- (d) Requests for Quotation (RFQs);
- (e) Bid Bulletins;
- (f) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the **IA**’s bid evaluation as the Procuring Entity;
- (g) Bid Evaluations;
- (h) Notices of Award (NOAs);

- (i) Procurement Contracts;
- (j) Notices to Proceed (NTPs) and the Bidder's Conforme thereto;
- (k) Other contract documents required by existing laws and/or the **IA** in the Philippine Bidding Documents (PBDs); and
- (l) Additional contract documents or information, as prescribed by the GPPB, that are subsequently required for submission after the contract execution, e.g., Variation Order, Suspension of Work Order, Contract Time Extension Order, Project Bond, Security Bond, and Warranty Security.

Section 17. All annexes indicated in and attached to this **MOA** shall form an integral part hereof.

All subsequent policy issuances of the **SA**, such as implementing guidelines and guidance notes, shall likewise form an integral part hereof and shall accordingly modify any pertinent provision of this **MOA**. Upon official issuance, the **SA** shall forthwith communicate and provide the **IA** with a certified true photocopy of the pertinent policy issuance.

Section 18. In case of doubt in the application, interpretation, construction, or harmonization of any of the provisions this **MOA**, its annexes, and other integral parts hereof, the same shall be resolved in favor of upholding and promoting peace and development in a CSPP manner.

Section 19. Any insufficiency or silence of this **MOA** shall accordingly be supplemented by the pertinent provisions of applicable laws, executive issuances, administrative orders, rules and regulations, and applicable SC decisions or resolutions.

Section 20. Should any provision of this **MOA**, or any part thereof, be duly declared with finality as unconstitutional, illegal, unenforceable, or otherwise invalid by the highest competent court or body, as the case may be, then the other provisions, or parts thereof, insofar as they are separable from the unconstitutional, illegal, unenforceable and invalid ones, shall remain in full force and effect.

ARTICLE II SITUS OF COLLABORATION

Section 1. This **MOA** shall cover the implementation and monitoring of the **PAMANA Farm-to-Market Road (FMR) Project** (hereinafter referred to as the “**Project**”) with the **IA**, including the corresponding **PROJECT COST**, whose summative details are as follows:

No.	Particulars	Project Cost (PhP)
1	Implementation and Monitoring of PAMANA Project - Construction of Brgy. Bagyang to Brgy. Bitaugan Road, Phase II, Bagyang, San Miguel, Surigao del Sur	60,000,000.00

Section 2. The pertinent and technical details of the PAMANA Project, as summarily described in the immediately preceding section, shall be duly signed by the **PARTIES** and shall be attached herewith as **Annex C**.

ARTICLE III

INSTITUTIONAL ARRANGEMENT

Section 1. The SA shall have the following responsibilities:

(1) Financial Management

- (a) To directly transfer funds, via tranches, to the IA for the implementation of the project stipulated in Article II of this MOA in Bagyang to Bitaugan, San Miguel, Surigao del Sur, based on the following conditions and requirements, to wit:

Subparagraph Reference	Tranche	Percentage	Conditions
(i)	1 st	80%	(1) Submission by the IA of the pre-project implementation documentary requirements as enumerated under Section 2(1)(a)(i), Article III herein relative to the First Tranche of Fund Transfer; and (2) Due execution of the MOA by and between the IA and the SA; <i>Provided that</i>, the IA's submission of the pre-project implementation documentary requirements to the SA shall be a condition <i>sine qua non</i> for their execution of the MOA.
(ii)	2 nd	20%	(1) 100% physical completion of the project by the IA; and (2) Submission by the IA of the documentary requirements enumerated in Section 2(1)(a)(i), Article III herein relative to the Second Tranche of Fund Transfer. <i>Nota bene:</i> Subject to Section 8, Article I herein and for the immediate release of the Second Tranche of Fund Transfer, the IA may opt to secure, execute, and provide a surety bond equivalent to 20% of the PROJECT COST and, as such, must submit the

			following documents to the SA, to wit: (1) Copy of the pertinent Surety Bond; (2) Copy of the duly executed Service and/or Supply Contract between the IA and its contractor and/or supplier; (3) Certification by the LCE indicating the 100% Physical Completion of the project by the IA; and (4) Certificate of Completion, as duly issued and signed by the designated project engineer and/or other authorized representatives of the contractor and/or supplier.
--	--	--	--

- (b) To directly transfer funds to the **IA** in accordance with the COA Circular No. 94-013 dated 13 December 1994 and COA Circular No. 2012-001 dated 14 June 2012, as amended;
- (c) To ensure submission by the **IA** of the following reportorial requirements:
- (i) For Progress Reporting:
- (1) Semestral Project Status Report with Statement of Work Accomplished showing physical accomplishment, duly signed by appropriate **IA** staff and approved by the local chief executive (LCE), and verified by civil society organization (CSO) partners; **and**
 - (2) Quarterly Statement of Receipts and Disbursement (SORD) **or** Statement of Expenditure (SOE) duly signed by the Treasurer or Accountant and the Auditor attesting to the release of funds;
- (ii) For Project Completion:
- (2) Final Project Status Report with Statement of Work Accomplished showing 100% physical accomplishment, Certificate of Completion or Certificate of Turnover and Acceptance, if applicable, duly signed by appropriate **IA** staff and approved by the LCE, and verified by the CSO partners;
 - (3) Final SORD **or** SOE duly signed by the Treasurer or Accountant and the Auditor attesting to 100% release of funds; **and**

(4) Audit Inspection Report Operations and Sustainability Plan.

- (d) To observe compliance with Presidential Decree (PD) No. 1445 (s. 1978), otherwise known as the *Government Auditing Code of the Philippines*, other pertinent laws, COA Circular No. 94-013 dated 13 December 1994, COA Circular No. 2012-001 dated 14 June 2012, other pertinent COA issuances, pertinent Government Accounting Manuals (GAMs), pertinent issuances of the Department of Budget and Management (DBM), other pertinent government issuances, and the generally accepted accounting and auditing principles.

(2) Procurement

- (a) To ensure that the **IA** shall initiate, undertake, and manage the procurement of goods, works, services, and such other procurable items in accordance with the pertinent provisions of RA No. 12009, its IRR, and the pertinent GPPB issuances;
- (b) To require the **IA** to submit reports on the progress of the latter's procurement processes and activities relative to the implementation of the PAMANA project(s) under this **MOA**.

(3) Project Management, Monitoring, and Reporting

- (a) To ensure that project implementation adheres to the CSPP principles and approaches;
- (b) To assign and/or designate a Project Management Team (PMT) that will closely coordinate with the **IA**, monitor, and evaluate the project implementation;
- (c) To undertake regular monitoring and evaluation of project implementation as a basis for the provision of technical assistance to the **IA**;
- (d) To ensure the documentation and reporting of the physical and financial progress of project implementation using the prescribed **SA** reporting tools (*see* attached Reporting Templates as **Annex D**);
- (e) In relation to Section 11, Article I of this **MOA**, to issue guidelines on the creation of CSPP-CLM Teams at the local level and the composition and qualifications of members thereof; *Provided that*, such guidelines and other similar issuances shall form an integral part of this **MOA** henceforth;
- (f) To assist the **IA** in the latter's creation of the CSPP-CLM Team at the local level and the concomitant selection of team members thereof, pursuant to the prescribed **SA** guidelines;
- (g) To make recommendations and to resolve issues and concerns that are directly reported to the **SA** that arise from project implementation covered by this **MOA**;
- (h) To conduct with the **IA** a quarterly Joint Implementation Review (JIR) of projects covered by this **MOA**, in order to determine the impact and outcome thereof;
- (i) To issue a Certificate of Completion when project implementation under this **MOA** is completed to the satisfaction and full acceptance of the **SA**;

- (j) To issue a Certificate of Turnover to the **IA** after full and final physical completion of the project, and the conduct of the required JIRs;
- (k) To establish and maintain institutional partnerships and networks with national, regional, local, and international organizations, agencies, and entities, as may be necessary, practicable, and beneficial to project implementation.

Section 2. The **IA** shall have the following responsibilities:

(1) Financial Management

- (a) To submit the complete and accurate documentary requirements in order to facilitate the release of funds with the schedule of fund release stated hereinbelow:

Subparagraph Reference	Tranche	Percentage	Requirements
(i)	1 st	80%	(1) Duly approved Project Proposal with plans for social preparations, operations and maintenance, and sustainability, as signed by the LCE; (2) Approved Work and Financial Plan (WFP), as signed by the LCE; (3) Digitally geo-tagged Photographs of the Proposed Project Site, as signed by the LCE; (4) Program of Works, as signed by the LCE; (5) Detailed Engineering Design, as signed by LCE; (6) Copy of the pertinent Sanggunian/Board Resolution authorizing the LCE to sign the MOA; (7) Certification on the Opening of Special Account; (8) Certified True Copy of the pertinent local EO, as signed by the LCE, on the designation

			of focal person(s) who will coordinate with the SA; (9) Copy of Endorsement of local bodies identifying the project(s) to be implemented in the community, as needed; (10) Certification on the Acquisition of Right of Way, as signed by the LCE; (11) Certification of Land Availability, as signed by the LCE; (12) Certification from the partner LGU that the pertinent project is not funded and has not been funded from any other source, whether national, regional, local, international, or private; (13) Copy of Environmental Clearance Certificate (ECC) or Certificate of No Coverage (CNC) from the Department of Environment and Natural Resources (DENR); (14) Copy of Application for Issuance of Certificate Precondition (CP) relative to the National Commission on Indigenous Peoples (NCIP) Administrative Order (AO) No. 3 (s. 2012), otherwise known as the <i>Revised Guidelines on Free and Prior Informed Consent (FPIC) and Related Processes of 2012</i>; (15) Copy of Geohazard Certification / Clearance and Area Status Clearance /
--	--	--	---

			Consent from the Mines and Geosciences Bureau (MGS) of the DENR; and (16) Due execution of the MOA by and between the IA and the SA; <i>Provided that</i>, the IA's submission of the pre-project implementation documentary requirements to the SA shall be a condition <i>sine qua non</i> for their execution of the MOA. Nota bene: In case any or some of the foregoing requirements are not applicable to the IA and/or the concerned Project(s), the IA must show and submit to the SA the pertinent proof(s), via certification or any equivalent document from the competent government agency or body, of such non-coverage, or even exemption, for the SA's proper notice and consideration.
(ii)	2 nd	20%	(1) Copy of the Duly executed Service and/or Supply Contract between the IA and its contractor; (2) 100% Physical Completion of the Project by the IA, as certified by the LCE; (3) Certificate of Completion, as duly issued and signed by the designated Project Engineer and/or other authorized representatives of the Contractor/Supplier, the Head of the IA's Engineering Office, and as duly noted and signed by the LCE; (4) Certificate of Turnover, as duly signed by the Head of the SA's PAMANA-NPMO;

			(5) Certificate of Acceptance, as duly signed by the LCE and the Head of the SA's PAMANA-NPMO; (6) Minutes of the Exit Conference, as signed by the LCE; (7) Updated Operations and Maintenance and Sustainability Plans, as signed by the LCE; (8) Digitally geo-tagged Photographs of the Completed Project, as signed by the LCE; and (9) Digitally geo-tagged Photograph of the Project Billboard pursuant to Item 1.5 of the <i>Guidance Note on the Preparation, Design, and Installation of PAMANA Billboards for Infrastructure Projects</i> (see Annex B herewith), as duly signed by the LCE. Nota bene: Subject to Section 8, Article I herein and for the immediate release of the Second Tranche of Fund Transfer, the IA may opt to secure, execute, and provide a surety bond equivalent to 20% of the PROJECT COST and, as such, must submit the following documents to the SA, to wit: (1) Copy of the pertinent Surety Bond; (2) Copy of the duly executed Service and/or Supply Contract between the IA and its contractor and/or supplier;
--	--	--	--

			(3) Certification by the LCE indicating the 100% Physical Completion of the project by the IA; and (4) Certificate of Completion, as duly issued and signed by the designated project engineer and/or other authorized representatives of the contractor and/or supplier.
--	--	--	--

- (b) To open a bank account exclusively intended for the management of PAMANA Program funds released by the **SA**;
- (c) To provide the **SA** with bank account details to facilitate payment and documentation of the funds into **SA**'s records;
- (d) To provide the **SA** with the pertinent liquidation reports, as duly received by COA, particularly the full liquidation of the First Tranche of Fund Transfer and subsequently the full liquidation of the Second Tranche of Fund Transfer;
- (e) To accept and issue Official Receipts for the funds transferred by the **SA**;
- (f) To maintain a separate subsidiary record/ledger for fund transfers;
- (g) To prepare, keep, and maintain journal entry vouchers (JEVs) as required under pertinent COA issuances;
- (h) To utilize the funds released by the **SA** solely and exclusively for project implementation under this **MOA** and pursuant to the terms and conditions set forth herein;
- (i) To keep and maintain financial and accounting records for the PAMANA Program funds, in accordance with the generally accepted accounting and auditing principles;
- (j) To ensure proper disbursement of funds for the implementation of the projects, in accordance with the COA rules and regulations and pertinent issuances;
- (k) To submit to the **SA** the following reportorial requirements:
 - (i) For Progress Reporting:
 - (1) Semestral Project Status Report with Statement of Work Accomplished showing physical accomplishment, duly signed by appropriate **IA** staff and approved by the local chief executive (LCE), and verified by civil society organization (CSO) partners; and

- (2) Quarterly Statement of Receipts and Disbursement (SORD) **or** Statement of Expenditure (SOE) duly signed by the Treasurer or Accountant and the Auditor attesting to the release of funds;

(ii) For Project Completion:

- (1) Final Project Status Report with Statement of Work Accomplished showing 100% physical accomplishment, Certificate of Completion or Certificate of Turnover and Acceptance, if applicable, duly signed by appropriate **IA** staff and approved by the LCE, and verified by the CSO partners;
- (2) Final SORD **or** SOE duly signed by the Treasurer or Accountant and the Auditor attesting to 100% release of funds; **and**

(3) Audit Inspection Report Operations and Sustainability Plan.

- (l) To observe compliance with PD No. 1445 (s. 1978), other pertinent laws, COA Circular No. 94-013 dated 13 December 1994, COA Circular No. 2012-001 dated 14 June 2012, other pertinent COA issuances, pertinent GAMs, pertinent DBM issuances, other pertinent government issuances, and the generally accepted accounting and auditing principles;
- (m) To make available to the **SA** all records and files pertaining to transactions involving the PAMANA Program funds upon request for whatever legal or audit purpose it may serve;
- (n) To return/revert to the **SA** any unutilized funds or savings generated after the project completion;
- (o) To acknowledge that the **SA** has made no actual or implied promise of funding, except as agreed herein. If any portion of such fund is returned to the **SA** or if this **MOA** is rescinded for any valid reason, the **IA** shall also acknowledge that the **SA** shall have no further obligation to the former as a result of such return or rescission.

(2) Procurement

- (a) To initiate, undertake, and manage the procurement of goods, works, services and such other procurable items for project implementation;
- (b) To ensure that the procurement of goods, works, services, and such other procurable items shall be in accordance with the pertinent provisions of RA No. 12009, its IRR, and the pertinent GPPB issuances.

(3) Project Management, Monitoring, and Reporting

- (a) To ensure the conduct of social preparations;
- (b) To ensure that the project implementation adheres to CSSP approaches;
- (c) To assign and/or designate a PMT that will closely coordinate with the **SA** and administer the project implementation;
- (d) To assign and/or designate focal person(s) who will coordinate with **SA**;

- (e) To implement and monitor the projects with funding support in accordance with existing and applicable mechanisms of the PAMANA Program;
- (f) To ensure the documentation and reporting of the physical and financial progress of project implementation using the prescribed **SA** reporting tools;
- (g) In relation to Section 11, Article I and Sections 1(3)(e) and 1(3)(f), Article III of this **MOA**, to create the CSPP-CLM Teams at the local level; *provided that* the initial CLM-team members, composed of three (3) individuals, shall be identified by the **IA** with concurrence of the **SA**;
- (h) To submit to the **SA** monthly status reports, for both physical and financial components of project implementation, five (5) days before the end of every month and quarterly status reports every 20th of the last month of every quarter;
- (i) To assist in resolving issues and concerns that are directly reported to the **SA** that arise from project implementation covered by this **MOA**, thereby taking into consideration the recommendations of the **SA** thereto;
- (j) To conduct with the **SA** a quarterly JIR of projects covered by this **MOA** in order to determine the impact and outcome thereof;
- (k) To make readily available to the **SA** and/or to provide upon request such necessary and relevant information and technical documents on all the projects covered in this **MOA**;
- (l) To establish and maintain institutional partnerships and networks with local, national, and international organizations, agencies, and entities, as may be practicable, beneficial, and necessary to project implementation;
- (m) To ensure the delivery of the projects on schedule and as specified under this **MOA**.

ARTICLE IV TRANSPARENCY AND ACCOUNTABILITY

Section 1. The **PARTIES** agree that compliance with all the requirements of the law and existing rules and regulations shall be ensured.

Section 2. The **PARTIES** agree to employ the following PAMANA Transparency and Accountability Mechanisms (TAMs), as applicable: (1) adherence to performance-based fund release; (2) installation of community billboards; (3) feedback and report system; (4) web posting of progress reports; and (5) engagement of CSOs/NGOs as Third-Party Monitors in congruence with the CSPP-CLM system contemplated in Section 11, Article I of this **MOA**.

Section 3. In cases where the Third-Party Monitor will be engaged, their monitoring activities shall be based in accordance with the guidelines to be provided by the **SA**.

Section 4. The **SA** reserves the right to impose other measures or processes that will ensure the transparency of the projects and accountability of its concerned implementing units, in accordance with the general principles of good governance.

Section 5. In cases where the Third-Party Monitor has raised issues on the result of a bidding process, such issue shall be resolved using the provisions stipulated under RA No. 12009, its IRR, pertinent GPPB issuance, or any other applicable law or executive issuance.

Section 6. In case any issue on the project implementation is raised, the **SA** may exercise its visitorial function to resolve such issue at any time, which shall include access to the project site, project documents and concerned **PARTIES** for consultation purposes, whenever deemed necessary.

ARTICLE V WARRANTY AND LIABILITY

Section 1. The **SA**, as the party that will provide fund support to the project, shall, at all times, not be made liable for any and all damages or injuries, intentional or otherwise, inflicted against the workers contracted by the **IA**, employees or personnel of the **IA**, contractors engaged by the **IA**, or third parties, caused by the construction, destruction, usage, loss, or such calamities, to the **IA** or third party. Likewise, the **SA** shall not be held liable for any and all liabilities arising from any untoward incident that may occur or happen in the project site during implementation.

Section 2. The **SA** shall not be made liable and answerable to any claims involving the rightful ownership and/or possession of the property where the project will be installed. The **IA** shall warrant that the real property where the project will be installed is free from any claim, lien, and/or encumbrance from ownership, possession, and/or utilization of property and shall ensure the continued and free use and access of the project, once completed, to the public.

Section 3. Upon the formal turnover of the project, the **IA** shall be the **PARTY** responsible for the operationalization, maintenance, repair, and improvement of the project, thereby ensuring that the same will be in its safe, secure, and usable condition upon turnover of the project. Therefore, immediately after the formal turnover of the project, the **SA** shall not, in any way, be made responsible for any issue or matter concerning the operationalization, maintenance, repair, and improvement of the project.

ARTICLE VI 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 RA No. 3019, otherwise known as the *Anti-Graft and Corrupt Practices Act*, as amended.

ARTICLE VII DATA PRIVACY AND CONFIDENTIALITY

Section 1. For purposes of this **MOA**, confidential information means any information or knowledge acquired by the **PARTIES** or **PARTIES'** officers, employees, agents, or other personnel arising out of or in connection with the observance and implementation of this **MOA** that is not otherwise available to the public or where there is reasonable expectation of confidentiality under the circumstances, as determined by law, any issuance with the force and effect of a law, and/or jurisprudence.

Section 2. Each **PARTY** will treat as confidential all data or information received from any other **PARTY** in connection with this **MOA** and will not disclose the same to any third party or use such confidential information other than for the purpose of observance and implementation of this **MOA**. The **PARTIES** shall exert their utmost diligence and prudence in order to protect such confidential information and prevent the unauthorized use, dissemination, or publication of the same.

Section 3. In the observance and implementation of this **MOA**, the **PARTIES**, including their respective officers, employees, agents, and other personnel, shall comply with RA No. 10173, also known as the *Data Privacy Act of 2012*, its IRR, and the pertinent issuances of the National Privacy Commission (NPC) with respect to the data or information that they collect, process, record, store, consolidate, organize, use, transmit, transfer, share, reproduce, or dispose pursuant to this **MOA**.

Section 4. The obligations imposed upon the **PARTIES** under Article VII herein shall survive the termination of this **MOA**.

ARTICLE VIII SETTLEMENT OF DISPUTES

Section 1. Any disagreement or dispute in the implementation of the agreements under this **MOA** shall be settled amicably by and between 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 dispute through arbitration, which shall be undertaken in accordance with RA No. 9285, otherwise known as *Alternative Dispute Resolution Act of 2004*.

Section 4. Except in cases where the **PARTIES** have already resorted to arbitration to resolve their disagreement or dispute, 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 IX PENALTY CLAUSE

Section 1. Notwithstanding any other provisions in this **MOA**, the **SA** may suspend or withhold the release of the Second Tranche of Fund Transfer if it is found out, during the conduct of review and monitoring activities, that any procurement undertaken by the **IA** relative to the project(s) contemplated herein is inconsistent with RA No. 12009, its IRR, and pertinent GPPB issuances.

Section 2. Likewise, the **SA** may not totally release the Second Tranche of Fund Transfer in any of the following instances:

- (a) Gross failure of the **IA** to timely finish the project(s) under this **MOA**, without justifiable reason;
- (b) Gross failure of the **IA** to timely submit the documentary requirements (e.g., physical and financial accomplishment reports and liquidation reports), as provided in this **MOA**.

Section 3. Gross failure on the part of the **IA** to comply with any provision of this **MOA** may warrant its revocation and shall give rise to the filing of appropriate administrative, civil, and/or criminal case against the responsible or liable party or persons, except in cases where:

- (a) The **IA** is able to promptly notify the **SA** in writing of the occurrence of any event or condition which may reasonably delay the progress or prevent the completion of this **MOA**, in whole or in part, as soon as the facts became known;
- (b) The **IA** is able to promptly notify the **SA** in writing the occurrence of any *force majeure* affecting this **MOA**, to the extent that would make impossible or impracticable for it to carry out, in whole or in part, its obligations in this **MOA**. The term *force majeure* shall

mean events that can be attributed to any of the causes specified hereunder, to wit:

- (i) Natural causes such as earthquakes, typhoons, floods, epidemics, or other analogous or similar causes;
- (ii) Human causes such as national policy changes, legislative developments, legal developments, judicial pronouncements and processes, including court injunctions, political and civil developments such as but not limited to invasion, revolution, rebellion, insurrection, riot, civil disturbance, and general or labor strike, or other analogous or similar causes.

Section 4. In case this **MOA** is terminated due to any of the above-enumerated reasons, the **IA** shall return the unexpended balance of the released portion of the funds or of the pertinent portion related to the cancelled component, whichever is applicable.

ARTICLE X
AMENDMENTS OR REVISIONS

Section 1. No amendment to or revision of this **MOA** shall be effective unless it is in writing and signed by the duly authorized representatives of both **PARTIES**.

Section 2. Such duly signed and executed instrument by the **PARTIES**, containing the pertinent amendment or revision, shall form an integral part of this **MOA**.

ARTICLE XI
EFFECTIVITY OF AGREEMENT AND VALIDITY OF FUNDS

Section 1. Relative to the three-pronged project process flow as prescribed in Section 1, Article I herein, this **MOA** shall take effect upon signing hereof by the **PARTIES** and shall remain valid and effective until **31 December 2028**, unless otherwise revoked earlier by both **PARTIES**.

Section 2. Pursuant to Section 77, General Provisions of the FY 2026 GAA, the **IA** must physically accomplish and complete the project(s) under this **MOA**, including the inspection and acceptance thereof, on or before **31 December 2027**; *Provided that*, the payment for the project(s) must be made not later than two (2) years from the date of acceptance thereof.

Section 3. Subject to Article X of this **MOA** and any applicable law, this **MOA** may be extended upon the written recommendation of the **PARTIES**, provided that:

- (a) Such recommendation is accompanied by an approved WFP corresponding to the extended period of validity; and
- (b) The pertinent funds covering such WFP are available.

The extension shall be in writing and signed by the **PARTIES**.

IN WITNESS WHEREOF, the **PARTIES**, through their respective duly authorized representatives, have hereunto signed this **MOA** on the ____ day of _____ 2026 at _____.

OFFICE OF THE PRESIDENTIAL ADVISER ON PEACE, RECONCILIATION, AND UNITY	PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR
SEC. MEL SENEN S. SARMIENTO	JOHNNY T. PIMENTEL
Presidential Adviser on Peace, Reconciliation, and Unity	Provincial Governor

WITNESSES

OFFICE OF THE PRESIDENTIAL ADVISER ON PEACE, RECONCILIATION, AND UNITY	PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR
Name:	Name:
Position:	Position:

CERTIFICATION OF AVAILABILITY OF FUNDS

CHARLIEZ JANE R. SORIANO, CPA
Chief Administrative Officer II, OPAPRU – Financial Management Service

ACKNOWLEDGMENT

Republic of the Philippines)
) S. S.

BEFORE ME, a notary public for and in _____, this _____ day of _____, 2026, personally appeared:

Name	Government Issued ID	Date and Place of Issuance
MEL SENEN S. SARMIENTO		
JOHNNY T. PIMENTEL		

The above-named persons are known to me to be the same persons who presented the foregoing Memorandum of Agreement (MOA) and acknowledged to me that the signatures they affixed in it are their voluntary acts for the purposes stated in their document.

The present MOA consists of _____ pages, including the page on which this Acknowledgment is written and the annexes. Likewise, the MOA is accordingly signed by the Parties and their Witnesses, and sealed with my notarial seal.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2026