

Republic of the Philippines  
Province of Iloilo  
Municipality of Tigbauan  
Office of the Sangguniang Bayan  
Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines  
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EXCERPT FROM THE MINUTES OF THE 18<sup>TH</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON MAY 4, 2022. AT 9:20 O'CLOCK IN THE MORNING.

**PRESENT:**

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President
HON. DYOSSA MARIE T. TERUÑEZ	- SKMF President

**ABSENT:**

HON. DENNIS T. VALENCIA	- S.B. Member ( <i>Special Priv. Leave</i> )
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**Resolution No. 2022- 046**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) FOR THE PROVISION OF DICT VACCINE ADMINISTRATION SYSTEM (DVAS) TABLETS AND KEYBOARDS FOR THE USE OF THE MUNICIPALITY OF TIGBAUAN, ILOILO.

**WHEREAS**, the Local Chief Executive in a letter dated May 2, 2022 requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement With the Department of Information and Communications Technology (DICT) for the Provision of DICT Vaccine Administration System (DVAS) Tablets and Keyboards for the Use of the Municipality of Tigbauan, Iloilo;”*

**WHEREAS**, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, a government entity duly organized and existing under Republic Act (RA) No. 10844, otherwise known as, the Department of Information and Communications Technology Act of 2015, with principal office at DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City, represented by **REGIONAL DIRECTOR JANE L. JAVELLANA**, referred as **“DICT”**; and
- The **Municipality of Tigbauan**, a local government unit established and existing under the laws and regulations of the Republic of the Philippines, with office address at Tigbauan Municipal Hall, Tejero St., Poblacion 09, Tigbauan, Iloilo, 5021 represented by Mayor **HON. SUZETTE T. ALQUISADA** referred as **“LGU” of Tigbauan, Iloilo;**

**WHEREAS**, the DICT is the primary policy, planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national ICT development agenda;

**WHEREAS**, Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) Resolution No. 85, series of 2020 created the Data Resiliency for Ease of Access and Management (DREAM) Team, which shall be composed of the Department of Information and Communications Technology (DICT) as chair, Department of Interior and Local Government (DILG), Department of Health (DOH), Department of Science and Technology (DOST), Philippine National Police Directorate for Information and Communication Technology Management (PNP-DICTM), Armed Forces of the Philippines Information Systems Management Division (AFP-ISMD), and such other agencies the chair may deem appropriate, to deploy, build capacity, and monitor the use of ICT solutions that are part of the official COVID-19 ICT ecosystem;

**WHEREAS**, under IATF Resolution No. 85, series of 2020, the design, development, deployment, monitoring and evaluation of the Philippine COVID-19 Vaccine Information Management System (VIMS) shall be the responsibility of the DICT as chair, DOH, DOST, PNP DICTM, AFP ISMD, and such other agencies as the Chair may deem appropriate;

**WHEREAS**, as part of the VIMS, the DICT developed the VIMS - Immunization Registry (VIMS-IR) and DICT Vaccine Administration System (DVAS), which aim to facilitate the accurate, complete, and timely reporting of vaccination information by local government units, as required by the National Government;

**WHEREAS**, among the benefits of the DVAS are shortened vaccination turn-around time, streamlined report generation, and reduced risk of errors;

**WHEREAS**, the LGU, along with several other local government units, have expressed interest in using the DVAS, but sadly lacks the equipment or the resources to acquire equipment necessary to access, operate, and fully utilize the DVAS ;

**WHEREAS**, to assist the LGU to fully maximize the benefits and functions of DVAS, and in effect, facilitate the timely reporting of relevant vaccination activities information, the DICT is providing tablets and keyboards for its temporary use;

**WHEREAS**, the LGU has agreed to receive and exclusively use the tablets and keyboards in order to fully utilize the functions of the DVAS and VIMS;

**WHEREAS**, for and in consideration of the above premises and the foregoing covenants, the Parties have mutually agreed to enter into this MOA under the following terms and conditions:

#### **ARTICLE I**

##### **NATURE AND SCOPE OF THE AGREEMENT**

**Section 1.** *This MOA governs the framework of agreement between the Parties providing for their respective duties and responsibilities regarding the use of the tablets and keyboards [alternatively referred to in this MOA as "Equipment"] to be distributed by the DICT to LGU for its temporary use for the exclusive purpose of accessing, operating, and fully utilizing the DVAS for vaccination activities and timely reporting of relevant vaccination activities information pursuant to the VIMS.*

#### **ARTICLE II**

##### **DUTIES AND RESPONSIBILITIES OF DICT**

**Section 2. Delivery.**— *The DICT, through DICT Region 6, shall deliver two (2) tablets and keyboards Equipment in good working condition to the LGU for the exclusive purpose of enabling the LGU to access, operate and fully utilize the DVAS and any other DICT developed system in relation to VIMS. The conduct of the delivery must be in accordance with the pertinent rules on transfer of properties.*

**Section 3. Technical Support and Training.**— *The DICT shall provide the necessary technical support and conduct training on the operation of the Equipment in relation DVAS and any other DICT-developed system in relation to VIMS. The DICT shall ensure that the LGU personnel handling the programs are well-informed and competent. Should the LGU need more training as to the use of the DVAS and other DICT developed system in relation to VIMS, DICT shall not refuse to provide additional training without valid justification and subject to the availability of resources and personnel.*

### ARTICLE III

#### DUTIES AND RESPONSIBILITIES OF THE LGU

**Section 4. Exclusive Use.**— The Equipment shall be used by the LGU exclusively for the purpose of accessing, operating, and fully utilizing the DVAS for vaccination activities and timely reporting of relevant vaccination activities information pursuant to the VIMS.

**Section 5. Point of Contact.**— The LGU shall designate its authorized representative from its LGU Task Force Against COVID-19 as a single point of contact to coordinate the delivery, transfer, and receipt of the Equipment from the possession of DICT [Regional Office] to the LGU.

The same designated authorized representative shall ensure that the Equipment are being used for the exclusive purpose of empowering the LGU to access, operate and fully utilize the DVAS and any other DICT developed system in relation to VIMS. In the event of violation of the

Exclusive Use provision in the preceding section, the representative authorized in this provision shall be responsible for holding the erring personnel administratively liable for said violation.

**Section 6. Standard of Care.**— The LGU shall exercise extraordinary care over the Equipment while in its possession. In case of loss or damage to the Equipment due to the fault or negligence of the personnel who has custody of the same, the LGU shall hold said personnel liable under applicable administrative rules and regulations, without prejudice to other criminal and civil sanctions that may arise from the same. At the end of the term of this MOA, the LGU shall return the Equipment to the DICT through the proper DICT Regional Office in good condition, with the exception of normal wear and tear.

**Section 7. Authorized Personnel.**— The Equipment shall only be used by authorized personnel involved in the vaccination activities of the LGU who underwent the technical support and training offered by the DICT pursuant to Article II Section 3 of this MOA. The LGU shall prohibit any third party and/or unauthorized personnel access to the Equipment.

**Section 8. Reporting.**— As a continuing requirement for the use of the Equipment, the LGU shall provide the DICT Central Office and copy furnish the appropriate DICT Regional Office a monthly report regarding the status of the LGU's vaccination activities. The LGU shall also ensure that its Line Lists are updated weekly. Monthly reports may be submitted through e-mail at [insert e-mail addresses of DICT Central Office and DICT Regional Office].

**Section 9. Compliance with Terms of Use of the DVAS.**— At all instances, the LGU shall ensure that all activities and tasks performed with the use of the Equipment are in compliance with the Terms of Use of the DVAS, which were previously agreed to by the LGU when they submitted their Letter of Intent.

### ARTICLE IV

#### OWNERSHIP AND USE

**Section 10. Vested Rights.**— The distribution of the Equipment to the LGU shall in no way be interpreted to be a transfer of ownership of the devices. The Equipment, DVAS and any other DICT developed system in relation to VIMS shall remain to be DICT property and shall be returned to the DICT at the end of the period stated in Article VI of this MOA.

**Section 11. Repairs.**— The Equipment shall be accompanied by a product warranty and expiry date. Should any of the devices require repair or service, the LGU may avail of said warranty, provided the damage is covered by the warranty offered. Should the repair or service, for any reason, be outside the coverage of warranty, the LGU shall shoulder the cost of repair over the same. For ease of reference, attached herewith is the Terms of Warranty marked as **Annex "B"**.

In no case shall the DICT be responsible for the actual repair and replacement of the damaged Equipment and/or the cost thereof.

**Section 12. Loss or Damage.**— In case of loss of any of the devices, the designated official under Article III, Section 3 of this MOA shall execute a sworn statement attesting to the circumstances surrounding said loss. In case of irreparable damage, the LGU shall not dispose of the unit/s damaged; instead, the LGU shall return the damaged unit to the DICT together with the functional and replacement devices as provided in Section 6 of this Article. In both cases, the LGU shall replace the device with an identical device, or one with substantially similar specifications and value. The choice of replacement unit, if not identical with the one distributed, shall be subject to the approval of the DICT. The cost of replacing the unit shall be shouldered by the LGU.

**Section 13. Inspection.**— Authorized personnel of the DICT and/or its Regional Offices shall be permitted entry to the LGU's vaccination sites to inquire and observe, without need of prior notice to the LGU, to ensure that the keyboards and tablets are being used for the purpose for which they were temporarily given; Provided, that such inquiry and observation must not interfere or impede with the LGU's vaccination program.

**Section 14. Return.**— The LGU shall return all the Equipment to the DICT, through the DICT Regional Office, in good working condition at the end of the term of this MOA. The LGU shall likewise return all Equipment which are damaged or are already unusable.

**ARTICLE V**

**MISCELLANEOUS PROVISIONS**

**Section 15. Funding.**— Each Party shall shoulder its own costs and expenses for the performance of their obligations under this MOA.

**Section 16. Confidentiality.**— All information, data, and related documentation, in whatever form provided, recorded, or unrecorded, which the Parties may furnish or have furnished between each other in connection to this MOA shall:

- a. Solely be used for the purpose for which it was furnished;
- b. Be treated in the strictest confidence and protection;
- c. Not be reproduced, except as necessary for its authorized use; and
- d. If in tangible form, be returned together with all copies thereof, including promotional materials, when demanded by either Party or if no longer needed.

For purposes of this MOA, “confidential information” shall mean any and all information disclosed by a Party hereto, in any manner, that, as a result of, or in connection with this MOA, by its nature, is considered proprietary and confidential, regardless of whether such information is specifically labeled or described as such. In case of doubt as to whether the particular information or data is confidential, the receiving Party shall treat all information or data received from the disclosing Party as confidential. Confidential information shall, however, not include the following:

- a. Information that is generally available to the public, other than as a result of disclosure in violation of this MOA;
- b. Information that is available to the other Party on a non-confidential basis without an express restriction on disclosure;
- c. Information which is required to be disclosed by any court, tribunal or regulatory authority or by any requirement of law, legal process, or regulation; or
- d. Information that a Party expressly agrees to in writing which may be disclosed by the other Party to third parties.

Both Parties agree to implement and enforce reasonable security measures to protect all confidential information that either Party, including its officers, representatives or employees, may receive, pursuant to this MOA. This obligation of confidentiality and restricted use shall survive this MOA, and shall remain in full force and effect without any limitation as to time.

**Section 17. Force Majeure.**— Either Party shall not be responsible for any delay or failure in the performance of any of the obligations under this MOA to the extent that such delay or failure is caused by Force Majeure. “Force Majeure” shall mean any event or circumstance beyond the reasonable control of the LGU which renders the performance of an obligation illegal or impracticable, including, but not limited to, acts of God, acts of any government body or public enemy, war, civil commotion, strikes, riots, embargoes, or other concerted acts of workers, fire, explosion, sabotage, or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, without fault or negligence and beyond the LGUs control.

Upon occurrence of any event of Force Majeure which may affect performance of any of the obligations under this MOA, the affected Party shall immediately notify the other Party specifying the nature of the event and how it affects the performance of the obligation. Upon such notice, the LGU may cancel or delay the performance of the obligation. In such event, the affected Party shall have no liability to the other Party. Upon cessation of the Force Majeure, the affected Party shall notify the other Party of such cessation, and performance of the obligation should ensue, if cancellation has not been effected.

If the Force Majeure continues unabated for a period of thirty (30) calendar days, either Party shall have the right to terminate this Agreement, and the rights and obligations of the Parties shall be resolved either by mutual agreement or by applicable law.

**Section 18. Amendments.**— The Parties may, at any time, recommend, in writing, amendments or revisions to the terms and conditions of this MOA, subject to written acquiescence of the other party. The recommendations shall be deemed approved and effective once a written agreement is executed by both parties in the same manner as this MOA.

Any amendment or revision shall have the same force and effect as the provisions of this MOA and shall be considered as an integral part of the same.

No amendment, revision, modification, expansion, extension or alteration to this MOA shall be valid or binding unless expressly agreed upon, in writing, by the Parties.

**Section 19. Assignment of Rights.**— The rights and obligations of the Parties under this MOA shall be binding upon their respective successors and assigns. Neither Party may assign its rights to a third party without the written permission of the other Parties.

**Section 21. Non-Waiver of Rights.**— The failure of one Party to insist upon the strict performance of the terms and conditions of this MOA shall not be deemed a relinquishment or waiver of any right/remedy that said Party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by one Party of any of its rights under this MOA shall be deemed to have been made unless expressed in writing and signed by the Party concerned.

**Section 22. Severability.**— *If any provision of this MOA for any reason is found to be void or unenforceable, the remainder of this MOA shall continue to subsist in full force and effect.*

**Section 23. Counterparts.**— *This MOA may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement.*

**Section 24. Repealing Clause.**— *All orders, rules, and regulations issued by any of the Parties herein which are inconsistent or contrary to the provisions, including the programs, projects, and services covered by this MOA, are hereby repealed or modified accordingly insofar as this MOA is concerned.*


NOW, THEREFORE, upon motion of HON. SUZETTE MARIE HILADO-BANNO Chairperson, S.B. Committee on Health & Sanitation **jointly** with HON. DYOSSA MARIE T. TERUÑEZ Chairperson, Committee On Science and Technology and duly seconded by Hon. Marlon R. Teruñez, Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Norberto T. Turalba and Hon. Jerry T. Tuares;

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement With the Department of Information and Communications Technology (DICT) for the Provision of DICT Vaccine Administration System (DVAS) Tablets and Keyboards for the Use of the Municipality of Tigbauan, Iloilo;

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, to the Department of Information and Communications Technology (DICT) represented by the Regional Director, Jane L. Javellana and all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:

  
**MARLENE TAYO-NAVA**  
S.B. Secretary

ATTESTED:

  
**ATTY. VIRGILIO T. TERUEL**  
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, *Lawyer*  
Municipal Vice Mayor

**Sangguniang Bayan Members:**

Hon. Dennis T. Valencia  
Hon. Neri T. Camiña  
Hon. Marlon R. Teruñez, *Ph.D.*

Hon. Suzette Marie Hilado-Banno, *M.D.*  
Hon. Reynaldo E. Tumabotabo  
Hon. Julius T. Ledesma, *O.D.*  
Hon. Ma. Gerrylin Santuyo-Camposagrado, *Lawyer, MPA*

Hon. Norberto T. Turalba  
Hon. Jerry T. Tuares, *LnB-Pres.*  
Hon. Dyossa Marie Teruñez, *SKMF Pres.*