



EXCERPT FROM THE MINUTES OF THE CY 2024 – 34th REGULAR SESSION OF THE HONORABLE SANGGUNANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON AUGUST 21, 2024 AT 10:45 IN THE MORNING

PRESENT:

- HON. NERI T. CAMIÑA - SB Member & OIC, Mun.Vice Mayor's Office (*per Office Order No.2024-05*)
and elected Temp. Pres. Officer
- HON. ADRIAN S. CAMPOSAGRADO - SB Member
- HON. REYNALDO E. TUMABOTABO - SB Member
- HON. JULIUS T. LEDESMA - SB Member
- HON. NORBERTO T. TURALBA - SB Member
- HON. JERRY T. TUARES - SB Member
- HON. JOEL L. SAYSON - SB Member
- HON. ANA ROWENA A. PERERA - SB Member
- HON. GAYLORD T. TRASPORTO - Liga President
- HON. FLORENCE JOY V. CABALONGA - SKMF President

OFFICIAL BUSINESS: (*To attend the Bagong Pilipinas Serbisyo Fair (BPSF) Summit, PICC Forum, PICC, Pasay City, April 19-21, 2024*)

- HON. LUGEN T. ORTILANO, - Vice Mayor

Resolution No. 2024-137

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH CRAFT SHACK, INC. (CSI) AND ARTBI GLOBAL PHILIPPINE CORPORATION (ARTBI) IN CONNECTION WITH THE INSTALLATION OF FREE PUBLIC WIFI IN THE MUNICIPALITY OF TIGBAUAN, PROVINCE OF ILOILO.

WHEREAS, the Local Chief Executive in a letter dated August 14, 2024 requested this August Body for the urgent passing of the aforementioned resolution;

WHEREAS, the installation of a Free Public Wifi is the ongoing program of the Lions Club International for the Municipalities in the Province of Iloilo, through a Craft Shack Inc. and ARTBI Global Philippines Corporation;

WHEREAS, to avail such program, a Memorandum of Agreement shall be made and entered into by -

- **ATTY. VIRGILIO T. TERUEL**, Municipal Mayor - representing Municipality of Tigbauan a local government unit created by Republic Act No.6573, with address Tejeros Street, Tigbauan, Iloilo, hereinafter referred to as the **"FIRST PARTY"**;
- **CRAFT SHACK INC.**, with principal office address at 54 Consul Street Fairview, Quezon City, represented in this instance by its representative, **CHARLES LEIGHTON CHINANPIAN**, hereinafter referred to as **"CSI"**
-and-
- **ARTBI GLOBAL PHILIPPINE CORPORATION**, with principal office address at Unit 74 ZETA II Building, Salcedo Street, San Lorenzo, Makati City, represented in this instance by its representative, **JIBEOM KU** hereinafter referred to as **"ARTBI"**

WHEREAS, included in the salient provisions of the MOA are as follows:

1. **TERM** - This MOA shall take effect immediately upon signing of the parties and shall remain in full force and effect for a period of three (3) years, renewable for another three (3) years, unless revoked in accordance with paragraph 5 hereof.
2. **OBLIGATIONS OF THE PRINCIPAL** - The PRINCIPAL agrees to be represented by CSI and ARTBI in implementing the agreed services set forth in this agreement, in this regard, the PRINCIPAL shall provide CSI and ARTBI with the following:
 1. Locations of installations;
 2. All permits necessary for the installation and continued use of the routers, as well as other necessary devices, with costs to be borne by ARTBI;
 3. Cable wires, if necessary, with costs to be borne by ARTBI;
 4. Access points for the routers;
 5. Assistance to CSI and ARTBI in securing the necessary gate pass/es;
 6. Access and authority for CSI to advertise in the log-in page/landing page of the PRINCIPAL, provided that the advertisements are not detrimental to the image of the PRINCIPAL and not contrary to laws, moral and good customs; and
 7. The electricity bill incurred to provide the service shall be for the account of the PRINCIPAL.
3. **OBLIGATIONS AND WARRANTIES OF CSI AND ARTBI** -

1. *CSI and ARTBI warrant that they are corporations fully capacitated to enter into the services to be provided herein with full competent manpower to carry out its commitments herein;*
 2. *CSI and ARTBI warrant that they have undertaken all available measures to ensure that entering into this MOA does not violate any Securities and Exchange Commission's directive or regulation and that it will abide by all laws, circulars, memorandum, ordinances, administrative orders and similar directives in relation to the services contracted herein;*
 3. *CSI and ARTBI shall provide the infrastructure, including the necessary routers, devices, and equipment, to make possible the provision of Free Public Wi-Fi to the Municipality of Tigbauan, particularly within the vicinity of the Municipal Hall, Barangay halls, and other public areas owned, leased or controlled by the PRINCIPAL;*
 4. *CSI and ARTBI shall secure the system in the vicinity of Municipal Hall, Barangay halls, and other public areas owned, leased or controlled by the PRINCIPAL and shall not directly or indirectly obtain unauthorized data in any of its systems, hardware, software or make any additional installations of any software to access the log-in page/landing page of the PRINCIPAL or do any act as to break security walls installed in all PRINCIPAL's software systems;*
 5. *Security problems regarding web log-in portal and the physical equipment in relation to the provision of the Free Public Wi-Fi shall be covered by CSI and ARTBI, respectively;*
 6. *CSI and ARTBI shall subject itself to post audit as to their respective obligations under this MOA, provided they are notified by the PRINCIPAL of the time and date thereof at least three (3) business days before said audit;*
 7. *CSI shall be in charge of the management and operation of the web log-in portal for the provision of free WIFI;*
 8. *CSI shall allow the PRINCIPAL to make public announcements necessary for public welfare such as those regarding earthquakes, fire and other emergency announcements on its platform as they happen without need of prior approval;*
 9. *CSI shall place a Data Privacy Notice and Consent form in the platform, especially in the landing page;*
 10. *ARTBI shall take charge of router/s installation, maintenance, repair and replacement, provided that replacement or repair of defective routers shall be done upon receipt of a written notification from the PRINCIPAL to either CSI or ARTBI. CSI and/or ARTBI agrees to promptly investigate and address the reported issue in a timely manner. ARTBI shall make reasonable efforts to diagnose and repair the defective router. If it is determined that the router cannot be repaired, ARTBI shall replace the defective router with a functional one of similar or superior specifications. ARTBI shall bear the costs associated with the repair or replacement of the defective router. ARTBI shall use commercially reasonable efforts to complete the repair or replacement within a reasonable time frame, taking into consideration the availability of necessary equipment, parts, and technical personnel.*
4. **OWNERSHIP** - Ownership of all routers to be installed shall remain with ARTBI. As such, it may modify the routers' configuration at any time but it should do so with least inconvenience to the PRINCIPAL. Further ARTBI may change any router whenever the need arises in order to improve its services. All locations and specifications of all routers shall at all times be known to the PRINCIPAL through its Electronic Data Processing Department.
5. **EXCLUSIVITY** – The parties agree that CSI and ARTBI shall be the exclusive provider of Free Public Wi-Fi to the Principal within its territorial jurisdiction. However, the Principal may establish their own Free Public Wi-Fi provided that it is purely government funded without any private partnership and/or, if it is with private partnership, the Principal shall secure the prior written consent of CSI and ARTBI.
6. **TERMINATION** – The PRINCIPAL or CSI may terminate this MOA at any time, with or without cause, and without liability of any kind to the other party, provided that at least ninety (90) days advance notice in writing be given to the other parties. Upon receipt of notice of intent to terminate from the terminating party, this MOA shall continue in full force and effect until the expiration of the initial term or any extended term thereof. The parties shall fulfill their respective obligations and responsibilities under this MOA until the expiration date. In case of termination, parties shall remain liable for any outstanding obligations or liabilities incurred prior to the effective termination date.
- In case of material breach, bankruptcy, insolvency, and/or liquidation, a party may immediately ask for its termination.
7. **INTELLECTUAL PROPERTY AND CONTENT LIABILITY** - CSI shall not be held liable for any intellectual property infringement or liability arising from the content accessed or transmitted over the Free Public Wi-Fi service. Users shall be solely responsible for their use of the service and compliance with applicable laws and regulations.
8. **FORCE MAJEURE** - No party shall be liable to the other in damages or otherwise, for any failure to perform any term or condition of this MOA on account of any circumstance beyond such party's control, including but not limited to, accident, act of God, acts or omissions of governmental authorities and agencies, earthquakes, explosion, fire, flood, insurrection, law, lockouts or strikes.
9. **NO WAIVER** - No failure, omission, or delay by any of the parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. However, any waiver shall not be valid unless made in writing and signified by the parties or their authorized representative, and such waiver shall be effective only in the specific instances and the purpose for which it was given.
10. **RELATIONSHIP OF THE PARTIES** - Nothing in this MOA is intended to establish or create a partnership, joint venture, or any other fiduciary relationship between the parties and neither of them has any authority to bind the other in any way. This MOA does not constitute any party as the agent of the other.
11. **GOVERNING LAW** - The validity and interpretation of this MOA shall be governed by the laws of the Republic of the Philippines.
12. **ARBITRATION** - The parties shall, as often as possible, mutually consult with each other with respect to the performance of their respective obligations under this MOA. The parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any dispute that may arise in connection with this MOA. Except where a party hereto is requesting an injunction to prevent irreparable harm or other equitable relief, any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination, or invalidity of it shall be finally settled under the law of Philippines and shall be conducted at the Philippine Dispute Resolution Center (PDRC) in accordance with the Rules of the Philippine Dispute Resolution Center, Inc. and the following provisions:
- a. One arbitrator shall be appointed;
 - b. The arbitrator shall refer to the English text of this MOA;

- c. All proceedings in the arbitration shall be conducted in English; and
- d. The seat of arbitration shall be in Manila, Philippines.

The provisions of this section shall survive the termination of this MOA.

- 13. **DATA PRIVACY** – CSI and ARTBI are responsible for the collection and processing of data which may include personal data, as such, compliance with the Data Privacy Act of 2012, its IRR, and other issuances of the National Privacy Commission, including but not limited to the conduct of Privacy Impact Assessments and Vulnerability and Penetration Testing over the same shall be the sole responsibility of CSI. CSI shall submit to the City Legal Office the name and qualifications of its Data Privacy Officer.
- 14. **CONFIDENTIALITY** - All confidential and classified information that may incidentally or accidentally become known to the Parties in the performance of its obligations under this MOA shall not be disclosed by it without prior written consent of the PRINCIPAL.
- 15. **COUNTER PARTEXCUTION** - This MOA may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument, and all of which taken together shall constitute one and the same instrument; *provided*, that where this MOA has been executed in counterparts, it shall be effective on the date when the last Party shall have received a duly signed counterpart of the other Party.

WHEREAS, the LGU-Tigbauan, acknowledging the need and great benefit of having this free public wifi for the use of its constituents and other stakeholders for a steady and fast connection of government and private transactions, desires to request a total of two hundred and fifty (250) routers to be placed in the Municipal Hall, barangay halls, other government offices & establishments and areas open to the public;

NOW, THEREFORE, on motion of HON. REYNALDO E. TUMABOTABO, Chairman, Committee on **Communication**, Water and Energy and duly seconded by Hon. Adrian S. Camposagrado, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Ana Rowena A. Perera, Hon. Gaylord T. Trasporto and Hon. Florence Joy Cabalonga.

RESOLVED, to grant Authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Municipality of Tigbauan, to Sign and Enter into A Memorandum of Agreement (MOA) with Craft Shack, Inc. (CSI) and ARTBI Global Philippine Corporation (ARTBI) in connection with the installation of free Public Wifi in the Municipality of Tigbauan, Province of Iloilo,

RESOLVED FURTHER, to furnish copies of this Resolution to Atty. Virgilio T. Teruel, Municipal Mayor and all concerned for their information and/or appropriate action.

APPROVED.



CERTIFIED CORRECT:

MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:



NERI T. CAMIÑA
SB Member & Temporary Pres. Officer

HON. LUGEN T. ORTILANO
Municipal Vice Mayor
Sangguniang Bayan Members:

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO

HON. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.
HON. JOEL L. SAYSON

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. MARIBETH LEDESMA-TUPINO, LNB President
HON. FLORENCE JOY V. CABALONGA, PPSK President