

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

COMMITTEE REPORT NO. 49-10-2025
October 03, 2025

Submitted by:

**COMMITTEE ON EDUCATION
COMMITTEE ON RULES, LAWS AND ETHICS**

PRESENT:

HON. JUDE T. BAYONA

- Chairman (Education)

Vice Chairman (Rules)

HON. CERENE PEARL T. QUILANG

- Vice Chairman (Education)

HON. ANTHONY C. TUDDAO

- Member (Education)

HON. RONALDO S. ORTIZ

- Member (Rules)

HON. TIRSO V. MANGADA

- Member (Rules)

RESOURCE PERSONS:

MR. REY FERRER

- Supervising Administrative Officer

MR. GERARD RONALD IBAY

- Provincial Director- TESDA Cag.

MS. LUTHGARDA R. BINGCANG

- City Budget Officer

MS. OPHELIA PARALLAG

- HRMO Unit Head

MS. MAGDALENA D. GOMEZ

- DICT-R02

MR. JOHNY C. BATANG

- DICT-R02

MR. FRANCIS CORDOVA

- CHED-R02

FOR THE PRESIDING OFFICER:

The joint committees met and deliberated on the referral:

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the documents relative to the establishment of Tuguegarao City Skills and Assessment Center and requesting for the adoption of a legislative measure institutionalizing the same.

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Tenth City Council the documents relative to the establishment of Tuguegarao City Skills and Assessment Center and requesting for the adoption of a legislative measure institutionalizing the same
2. The following documents were submitted to the Committee:

➤ Project Proposal;

- 4-Year Organizational Plan of Tuguegarao City Skills and Assessment Center;
 - Proposed Organizational Plan;
 - Job Specification and Job Description of Proposed Positions;
 - Functional Chart;
 - Memorandum of Agreement; and
 - Pro-forma Resolution.
3. The Department of Information and Communications Technology (DICT) is a national government agency responsible for setting frameworks and standards for the development of software applications used in government.
 4. The Department of Information and Communications Technology (DICT) is currently implementing the Technology for Education (Tech4ED) program, which provides access points in local communities to bridge the gap between digital technology and education. It aims to offer facilities that support the development of ICT skills among Filipinos, particularly students and other beneficiaries.
 5. Tuguegarao City expresses its intent to be equipped and recognized by the DICT as qualified to establish a Tech4ED-DTC and receive an equipment package consisting of at least fifteen (15) desktop computers and access to the DICT Platform. The city also commits to support, sustain, and maintain the Tech4ED-DTC and, whenever feasible, provide necessary services to the community.
 6. The joint committees agreed that the Memorandum of Agreement (MOA) with the Department of Information and Communications Technology (DICT) shall first be reviewed and approved to ensure its provisions align with existing laws and policies. Once approved, the joint committees will proceed with drafting the ordinance titled “Institutionalizing the Tuguegarao City Skills and Assessment Center” for proper implementation.
 7. Hon. Ortiz suggested that the Chairman of the Committee on Education shall serve as a witness to the Memorandum of Agreement (MOA).

RECOMMENDATION:

After a thorough discussion and finding the terms and conditions of the Memorandum of Agreement to be in order and beneficial to the constituents of Tuguegarao City, the joint committees recommend the approval of Memorandum of Agreement between the Tuguegarao City Government and Department of Information and Communications Technology for the implementation of Technology for Education, Employment, Entrepreneurship and Economic Development- Digital Transformation Center (Tech4ED-DTC) Project and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Memorandum of Agreement.

Respectfully submitted:



HON. JUDE T. BAYONA

Chairman, Committee on Education

Vice Chairman, Committee on Rules, Laws and Ethics



HON. CERENE PEARL T. QUILANG

Member, Committee on Education



HON. ANTHONY C. TUDDAO

Member, Committee on Education



HON. RONALDO S. ORTIZ

Member, Committee on Rules, Laws and Ethics



HON. TIRSO V. MANGADA

Member, Committee on Rules, Laws and Ethics

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE DEPARTMENT
OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) FOR THE
IMPLEMENTATION OF TECHNOLOGY FOR EDUCATION, EMPLOYMENT,
ENTREPRENEURSHIP, AND ECONOMIC DEVELOPMENT – DIGITAL
TRANSFORMATION CENTER (Tech4ED-DTC) PROJECT AND AUTHORIZING THE
CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON
BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA**

WHEREAS, the Department of Information and Communications Technology is a branch of the National Government which sets frameworks and standards for the development of software applications for government. It is also mandated to be the primary policy, planning, coordinating, implementing, and administrative entity that plans, develops, and promotes the National ICT development agenda;

WHEREAS, the Department of Information and Communications Technology is currently implementing the Technology for Education (Tech 4ED) which provides access points for local communities most especially for students and other beneficiaries to bridge connection between the digital technology and education.

WHEREAS, the DICT is implementing the Technology for Education, Employment, Entrepreneurship, and Economic Development – Digital Transformation Center (Tech4ED-DTC) Project, which aims to provide facilities for the development of the ICT skills of Filipinos;

WHEREAS, the City of Tuguegarao aims to be transformed and driven as physical hubs in promoting digital inclusion across various communities to stir grassroots opportunities aimed towards inclusive growth and poverty reduction;

WHEREAS, the City of Tuguegarao signifies its intention to be equipped by the esteemed Department of Information and Communication Technology with the necessary digital skills and resources geared towards a more digitally empowered locality through the Technology for Education, Employment, Entrepreneurship, and Economic Development – Digital Transformation Center (Tech4ED-DTC) Project

WHEREAS, the City of Tuguegarao, in line with its commitment to promote inclusive education and digital empowerment, applied to become a Tech4ED-DTC partner of the Department of Information and Communications Technology (DICT), proposing to host the Tech4ED-DTC at its LGU owned premises to serve both its constituents and the surrounding communities;

WHEREAS, in consideration of the digital service the TECH 4ED Program can provide to the people of Tuguegarao, the Local Government Unit of Tuguegarao City manifested its interest in establishing a TECH 4ED Center in the city, thus the request of the City Mayor to the City Council to grant her an authority to enter in a Memorandum of Agreement with the DICT;

NOW, THEREFOR, RESOLVE as it is hereby **RESOLVED** to approve the Memorandum of Agreement between the Tuguegarao City Government and the Department of Information and Communications Technology (DICT) for the establishment of the Technology for Education, Employment, Entrepreneurship, and Economic Development – Digital Transformation Center (Tech4ED-DTC) Project and granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

MEMORANDUM OF AGREEMENT
(Donation of Equipment Package)

This **MEMORANDUM OF AGREEMENT (MOA)** is entered into this ____ of _____, 2025 in Tuguegarao City, Cagayan by and between:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, an executive department of the Philippine Government existing by virtue of Republic Act (RA) No. 10844, otherwise known as the "*DICT Act of 2015*," with principal office address at DICT Bldg., C.P. Garcia Avenue, UP Diliman, Quezon City, represented by its Secretary, **HENRY RHOEL R. AGUDA**, and to be referred to as the "**DICT**,"

-and-

The **TUGUEGARAO CITY GOVERNMENT**, a government entity duly organized and existing under the Philippine laws, with office address at Enrile Boulevard, Carig Sur, represented by its Mayor, **HON. MAILA ROSARIO S. TING-QUE**, by virtue of City Resolution No. _____ to be referred to as "**BENEFICIARY**,"

The **DICT** and **BENEFICIARY** shall be collectively referred to as "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Tuguegarao City as the **BENEFICIARY** aims to be transformed and driven as physical hubs in promoting digital inclusion across various communities;

WHEREAS, the **BENEFICIARY** signifies its intention to be equipped by the esteemed Department of Information and Communication Technology with the necessary digital skills and resources geared towards a more digitally empowered locality;

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, the **DICT** is implementing the **Technology for Education, Employment, Entrepreneurship, and Economic Development – Digital Transformation Center (Tech4ED-DTC) Project**, which aims to provide facilities

II. SCOPE

This MOA covers the approval of BENEFICIARY's application as DICT's partner for the hosting and operation of a Tech4ED-DTC in its LGU, the donation of the Equipment Package as enumerated in Annex A, the provision of Training Package in Annex B, and the appropriate technical assistance to be extended to BENEFICIARY by DICT as its Tech4ED-DTC partner.

III. DUTIES AND RESPONSIBILITIES OF THE PARTIES

1.DICT shall:

- 1.1 Support and assist BENEFICIARY in maximizing access to the services provided by the DICT through the Tech4ED-DTC;
- 1.2 Provide the Equipment Package to BENEFICIARY as indicated in Annex A;
- 1.3 Allow BENEFICIARY free use of the Platform as provided for in Annex B;
- 1.4 Provide through its partners appropriate technical and logistical assistance during deployment and installation of the Equipment Package;
- 1.5 Provide relevant trainings to Center Personnel to ensure their capacity to manage day-to-day center operations;
- 1.6 Implement capacity development and upskilling activities, including advocacy initiatives for Center Personnel;
- 1.7 Review reports required to be submitted by BENEFICIARY relative to the operation of its Tech4ED-DTC; and
- 1.8 Conduct periodic monitoring and evaluation of BENEFICIARY's performance.
- 1.9 Secure an Inventory Transfer Receipt (ITR), Journal Entry Voucher (JEV) and other pertinent documents which shall be used to de-recognize the donated equipment in its books of account and inventory.

2. BENEFICIARY shall:

- 2.1 Appoint or designate at least one (1) Center Manager who will be tasked to manage center operations and serve as DICT's contact person for activities concerning the Tech4ED-DTC Project including training, center operations, and monitoring and evaluation activities;

1.5 Unreasonable delay in the performance of the duties and responsibilities herein.

2. In the event of termination, an accounting/inventory shall be conducted jointly by the Parties. Both parties shall ensure the orderly and timely conclusion of all outstanding matters and obligations. Provided, a written notice to terminate is sent to the other Party at least thirty (30) days before the intended date of termination.

XI. EXTENSION

Any extension of this MOA to other projects, activities, events, or programs shall be in writing and shall specify the details of the agreement, including the nature of the project, activity, event, or program, the obligations and responsibilities of each party, the duration of the agreement, and any other relevant terms and conditions. *Provided*, any request for extension shall be made at least thirty (30) days prior to expiration.

XII. AMENDMENT

This MOA may be amended or modified by written agreement between the parties at any time prior to its termination and without need of further authorization from its governing board or Sanggunian. *Provided*, any proposal to amend shall be done within sixty (60) days prior to the termination. Any such amendment or modification shall be in writing and shall be signed by the authorized representatives of both parties.

XIII. ASSIGNMENT

The rights and obligation 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 Party.

XIV. FORCE MAJEURE

For purposes of this MOA, the term force majeure shall mean any and all events which could not have been foreseen, were inevitable and beyond the control of either party or which are foreseen but could not have been avoided and which materially affect the ability of either party to comply with any of its obligations under this MOA. It may include but not limited to the following:

1. Acts of war or the public enemy, whether war be declared or not;

4. Fires, typhoons, earthquakes, volcanic eruptions or other destructive catastrophes or natural calamities;
5. National emergencies;
6. Subsequently promulgated laws, resolutions, decrees, executive orders and other governmental rules and regulations which effectively prevent the parties from fulfilling their respective obligations under this MOA;
7. Any other event which under Philippine laws or court interpretations is defined as force majeure and/or fortuitous event; or
8. Other circumstances beyond the control of the Parties or other analogous cases.

Any Party shall be excused from the partial or total performance of any of its obligations under this MOA and shall not be construed as in delay or in default in the performance of any obligation hereunder for as long as the failure to perform such obligation shall be due to an event constituting force majeure.

1. Neither Party shall be responsible for any delay or failure in the performance of any of its obligations under this MOA to the extent that such delay or failure is caused by an event constituting Force Majeure.
2. Upon occurrence of such an event affecting the performance of the obligations under this MOA, the affected Party shall immediately notify the other Party (60) calendar days, or as soon as practicable, of the nature of the event, the effect of the same in the performance of the Party's obligations, and the estimated duration thereof. In such case, the affected Party shall not be considered in default in the performance of its obligation until the cessation of the Force Majeure.
3. The affected Party shall notify the other Party of such cessation and shall be required to continue with the performance of its obligations.
4. If the Force Majeure continue to be unabated for a period of thirty (30) calendar days, either Party shall have the right to terminate this MOA by issuing a written notice within (60) calendar days from the intended date of termination.

Force Majeure shall not excuse the failure of any Party to exercise due diligence or undertake reasonable measures to contain the effects of force majeure.

XV. DOCUMENTS COMPRISING THIS AGREEMENT

All annexes/schedules hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all

XVI. EFFECTIVITY AND DURATION

This MOA shall take effect upon signing by the Parties and shall remain in force for a period of _____, unless otherwise earlier terminated by either Party on the grounds provided under item XI herein. This MOA shall be binding upon and inure to the benefit of the Parties and their respective successors-in-interest.

XVII. SEPARABILITY

If any provision of this MOA or any document executed in connection herewith is declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions of such documents shall not in any way be affected or impaired.

IN WITNESS THEREOF, the Parties herein have set their hands on this agreement on the date and place first mentioned above.

**DEPARTMENT OF
INFORMATION AND
COMMUNICATIONS
TECHNOLOGY**

BENEFICIARY

HENRY RHOEL R. AGUDA
Secretary

HON. MAILA ROSARIO S. TING-QUE
Mayor

Signed in the presence of:

For DICT:

For Agency/Entity:

JUANITO A. CALUBAQUIB
City Administrator

CERTIFIED AS TO AVAILABILITY OF FUNDS

[Name of Chief Accountant/OICI]

ACKNOWLEDGMENT
Department of Information and Communications Technology

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, Philippines, this _____ day of July 2025, personally appeared:

Name	Gov't Issued ID (with date/place of issue)
HENRY RHOEL R. AGUDA	

Personally known to me (or proved to me on the basis of competent evidence of identity) to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is his/hers/their free and voluntary act and deed, and the free and voluntary act and deed of the government agency herein represented.

This instrument refers to a Memorandum of Agreement, consisting of _____ () pages, including this page in which this Acknowledgment is written, signed by the Parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the _____ of _____ 2025, at _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.

ACKNOWLEDGMENT

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) S.S.
TUGUEGARAO CITY)

BEFORE ME, a Notary Public, for and in Tuguegarao City, Cagayan, Philippines, this ____ day of _____ 2025, personally appeared:

Name	Gov't Issued ID (with date/place of issue)
HON. MAILA ROSARIO S. TING-QUE	

Personally known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/hers/their free and voluntary act and deed, and the free and voluntary act and deed of the government agency herein represented.

This instrument refers to a Memorandum of Agreement, consisting of 13 pages, including this page in which this Acknowledgment is written, signed by the Parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the ____ of July 2025, at Tuguegarao City, Cagayan.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.