

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

COMMITTEE REPORT NO. 54-10-2025

October 02, 2025

Submitted by: COMMITTEE ON RULES, LAWS, AND ETHICS

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, Rules
HON. JUDE T. BAYONA	- Vice Chair, Rules
HON. RONALD S. ORTIZ	- Member
HON. TIRSO V. MANGADA	- Member

RESOURCE PERSON:

ATTY. RENZ ANGELO P. UMAMBONG	- <i>Chief of Staff</i>
MR. CEREFINO ANGEL L. CALDEZ JR.	- <i>Head of Consular, DFA Tug. City</i>
MS. GYZEL DELA CUESTA-COMILLAS	- <i>DFA Consular Office Tug. City</i>
MS. MA. RENALYN BADAJOS	- <i>DFA Consular Office Tug. City</i>

SUBJECT:

Indorsement of the Local Chief Executive concerning the Memorandum of Agreement (MOA) between the Tuguegarao City Government and the Department of Foreign Affairs (DFA) for the renewal of the DFA Consular Office in Tuguegarao City.

FOR THE PRESIDING OFFICER:

The **Committees** convened to discuss and deliberate on the **Indorsement of the Local Chief Executive** regarding the **Memorandum of Agreement** between the **Tuguegarao City Government** and the **Department of Foreign Affairs** for the establishment of a **DFA Consular Office** in Tuguegarao City.

The Committees respectfully submit this **Committee Report** and have the honor to present before this august body the following **actions taken, findings, and recommendations**.

ACTIONS TAKEN:

1. The committee conducted a thorough evaluation of the Indorsement of the Local Chief Executive on the Memorandum of Agreement between the Tuguegarao City Government and the Department of Foreign Affairs relative to the establishment of a DFA Consular Office in Tuguegarao City. The DFA and the **LGU-Tuguegarao**, through their respective authorized representatives, entered into a **Memorandum of Agreement dated November 26, 2020** (the "2020 MOA") for the establishment of the **DFA Consular Office** (the "DFA-CO") in Tuguegarao City, located at the Ground Floor, City Hall Compound, Regional Government Center, Carig Sur. This arrangement was initially **rent-free** for five (5) years, covering an area of **480 sq.m.**, and was subsequently expanded in 2022 to its current area of **1,080 sq.m.**
2. The term of the current MOA for the Consular Office in LGU-Tuguegarao City **expires on November 25, 2025**.

3. The DFA and the **LGU-Tuguegarao** agree to **renew the term** of the aforementioned Consular Office for another **five (5) years**. This renewal maintains the **rent-free use** of the allocated Building Premises, which was constructed according to the agreed specifications, and adheres to mutually acceptable terms and conditions for the benefit of the DFA's clientele and the general public.
4. The DFA Consular Office, Tuguegarao City, is presently occupying the office space previously vacated by the **Philippine Statistics Authority (PSA)**.
5. **Modifications** in the draft Memorandum of Agreement were made, specifically regarding the **approximate area of the office space** and the **names of the signatories**.
6. The term of the **rent-free hosting** of the DFA-CO shall be for the period of **five (5) years**, commencing on **November 26, 2025, and ending on November 25, 2030**.
7. The DFA Consular Office Tuguegarao City and the Tuguegarao City Government are also collaborating relative to the plan of having **apostille services** in the city.


RECOMMENDATIONS:

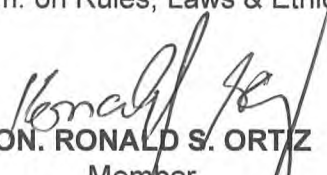
After a careful review of the Memorandum of Agreement, the **Committees find** the MOA to be in order, meritorious, and beneficial to the Tuguegarao City Government and its constituents. Accordingly, the Committee **favorably recommend its approval**, subject to the following suggestions

1. That the **Committee Chairperson** be included as one of the **witnesses** signing the Memorandum of Agreement.
2. **Allocation of funds** for the preparatory implementation of **apostille services** at the DFA Consular Office in Tuguegarao City.

The Committee further **recommend the passage of a resolution** authorizing the City Mayor, **Hon. Maila Rosario S. Ting-Que**, to sign the **Memorandum of Agreement** with the Department of Foreign Affairs on behalf of the Tuguegarao City Government.

Respectfully submitted:


ATTY. MARC ALDOUS C. BACCAY
Chairman
Comm. on Rules, Laws & Ethics


HON. RONALD S. ORTIZ
Member
Comm. on Rules, Laws & Ethics


HON. JUDE T. BAYONA
Vice Chairman,
Comm. on Rules, Laws & Ethics


HON. TIRSO V. MANGADA
Member
Comm. on Rules, Laws and Ethics

MEMORANDUM OF AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS**, an administrative agency of the Republic of the Philippines, duly organized and established under and by virtue of Commonwealth Act No. 732 (July 1946), Executive Order No. 18 (September 1946), and Republic Act No. 7157 with office address at Double Dragon Tower, EDSA extension, Pasay City, duly represented herein by its **Undersecretary for Administration, MARIA THERESA B. DIZON-DE VEGA**, hereinafter referred to as "DFA";

-and-

The **CITY GOVERNMENT OF TUGUEGARAO CITY**, a local government unit duly created by law, with principal office address at City Hall Building, Regional Government Center, Carig Sur, Tuguegarao City, duly represented herein by its **City Mayor, MAILA ROSARIO S. TING-QUE**, by virtue of Sangguniang Panlungsod Resolution No. _____, Series of 20__, hereinafter referred to as "LGU-TUGUEGARAO";

(DFA and LGU-Tuguegarao shall be jointly referred to as "Parties" and individually as "Party".)

WITNESSETH THAT:

WHEREAS, in pursuit of bringing government services closer to the people, DFA has expressed its continued desire to partner with the city government to ensure the public of a more efficient and convenient delivery of passports, authentication, and other consular services;

WHEREAS, DFA and LGU-TUGUEGARAO, through their respective authorized representatives, entered into a Memorandum of Agreement dated 26 November 2020 (hereinafter, "**2020 MOA**") for the establishment of the **DFA Consular Office** (hereinafter, the "**DFA-CO**") in **Tuguegarao City** located at the Ground Floor City Hall Compound Regional Government Center Carig Sur, under a rent-free arrangement for five (5) years, covering an area of 480 square meters (sq.m.) and expanded in 2022 to its current area of 1080 sq.m.;

WHEREAS, the term of the MOA for the Consular Office in LGU-Tuguegarao City expires on 25 November 2025;

WHEREAS, pursuant to the terms of the **2020 MOA**, the Parties may renew the same, subject to the terms and conditions mutually agreed upon by the Parties;

WHEREAS, DFA and LGU-TUGUEGARAO agree to renew the term of the aforementioned CO for another five (5) years, to continue the rent-free use of the allocated Building Premises built in accordance with the agreed construction specifications by the Parties, and according to the mutually acceptable terms and conditions as set forth herein for the benefit of DFA's clientele and the general public;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereto hereby agree and stipulate as follows:

SECTION 1 DFA CONSULAR OFFICE

- 1.1. LGU-TUGUEGARAO shall provide DFA, at no cost to the latter, the following areas in the corresponding LGU Building Premises, wherein DFA shall maintain and operate its Consular Office:

Building	Location	Approximate Area
DFA Consular Office Tuguegarao City City Hall Building Regional Government Center	Carig Sur, Tuguegarao City	1080 sq. m.

- 1.2. Should LGU-TUGUEGARAO fail to make available to the DFA the space for the DFA-CO Premises in accordance with Sections 1.1., except in case of *force majeure*, DFA reserves the right to terminate this Agreement and enter into arrangements with other qualified Party/ies, without incurring any liability, for the hosting of the Consular Office.

SECTION 2 TERM AND TERMINATION

- 2.1. **TERM.** The term of the rent-free hosting of the DFA-CO shall be for a period of five (5) years commencing from the relevant date as indicated below:

Building	Term Starting On	Term Ending On
DFA Consular Office Tuguegarao City City Hall Building Regional Government Center	November 26, 2025	November 25, 2030

- 2.2. **TERMINATION/CANCELLATION:** Either **Party** may immediately terminate this Agreement at any time during its effectivity, upon giving prior written notice thereof to the other **Party**, in case the latter (i) commits a material breach of any of the terms, conditions or restrictions set out in this Agreement, (ii) defaults in its obligations and covenants hereunder, and/or (iii) enforcement of relevant Philippine law or regulation: *Provided*, That in case of (i) and (ii), said **Party** fails to remedy or at least take reasonable steps to remedy the breach or default complained of within the curing/remedial period specified in the written notice/demand for rectification. In any case, the curing/remedial period shall not be more than ninety (90) days.
- 2.3. Further, either **Party** may terminate this Agreement for any other just and valid reasons without incurring any liability, by giving written notice to the other **Party** at least **one (1) year prior** to the intended termination date.

- 2.4. Except as otherwise provided herein, the **Parties'** respective obligations shall automatically terminate upon the expiration of this Agreement: *Provided*, that any and all outstanding obligations between the **Parties** shall be completely settled within fifteen (15) calendar days following the actual termination of the Agreement.
- 2.5. **RENEWAL.** This Agreement may be renewed upon the Parties' mutual agreement, executed before the lapse of such term. Either **Party** shall inform the other **Party** in writing of its intention to renew this Agreement at least one (1) year prior to the expiration of such term.
- 2.6. Notwithstanding the automatic termination of this Agreement upon its expiration, this Agreement shall automatically be extended for such period necessary, but in no case be less than six (6) months from the date of the expiration of this Agreement, until its formal renewal by mutual agreement of the **Parties**, or acknowledgement of its expiration by either **Party**, in writing.

SECTION 3 RESPONSIBILITIES OF THE LGU-TUGUEGARAO

- 3.1. LGU-TUGUEGARAO shall provide a suitable space and building, at no cost to DFA, to be used as a Consular Office.
- 3.2. LGU-TUGUEGARAO may close the DFA-CO Premises, upon prior notice and coordination with DFA, only in the event of emergencies and other local LGU-TUGUEGARAO conditions affecting the safety and security of the general public and DFA-CO clientele.
- 3.3. LGU-TUGUEGARAO shall notify, consult, and coordinate with DFA within a reasonable time of any change or transfer of location, modification, or decrease in the size of the Premises in the event of sudden contingencies or situations or other Premises' requirements necessitating such changes: *Provided*, That in case the change of location or modification of the Premises' area affects the regular operations of the DFA-CO, the prior consultation with and prior approval from DFA shall be required.
- 3.4. LGU-TUGUEGARAO guarantees the availability of the Premises and shall ensure that the Premises are in good and tenable condition during the term, renovated by LGU-TUGUEGARAO, at no cost to the DFA in accordance with the agreed construction specifications and layout plans as approved by both Parties (Annex "A").
- 3.4.1. LGU-TUGUEGARAO shall provide the required interior arrangement in the DFA-CO Premises, at no cost to DFA, subject to the following conditions:
- i. Floor plans, Partitions, and Wall Finish (in and out);
 - ii. Counters with drawers, storage cabinets, and chairs for various stages of passport and authentication processes (i.e., Information, Processing, Data Encoding, Payment and Releasing, etc.), and other services (i.e., photocopying, notarial, and courier services);
 - iii. Rooms for the Head of CO, Administrative Officer, Signing Officer, Finance Officer, Property/IT Officer, ATN Officer, Communication Officer, and Cubicles for other DFA employees;

- iv. Storage room for passports and storage room for authentication-related documents, with corresponding office furniture;
- v. Storage room for records and storage room for supplies, with corresponding office furniture;
- vi. Security room for CCTV System, with corresponding office furniture;
- vii. Server Room, with appropriate cooling system, structured cabling, and server racks;
- viii. Conference Room, with corresponding office furniture;
- ix. VIP/Courtesy Lane Area, with corresponding office furniture (LGU-Tuguegarao's discretion as to what furniture, as long as appropriate and within scope in plans);
- x. Waiting Area;
- xi. Pantry, with corresponding furniture;
- xii. Staff Lounge, with corresponding furniture;
- xiii. Separate Male and Female Toilets;
- xiv. Janitor Storage Room;
- xv. Electrical wiring and telephone, and internet cables;
- xvi. Connection to and access to emergency power supply; and

3.4.2. The DFA-CO shall be provided by LGU-TUGUEGARAO with the following:

- 3.4.2.1.** Full Centralized air-conditioning system or eighteen (18) split-type 2.5 horsepower A/C units strategically installed and which would be sufficient to cover at least the following areas:
 - 1. Head of Consular Office room;
 - 2. Finance Officer's room;
 - 3. Administrative Officer's room;
 - 4. Property Officer's room;
 - 5. ATN Officer's room;
 - 6. Communication Officer's room;
 - 7. Location of cubicles for other DFA employees;
 - 8. Processing area;
 - 9. Encoding area;
 - 10. Waiting area (LGU-TUGUEGARAO shall provide a waiting area with chairs to be placed in the perimeter of the DFA-CO or a location agreed upon by the Parties, provided that such location is conveniently near the DFA-CO. The waiting area shall also be in a location that will not obstruct the entrance or exit doors of the DFA-CO);
 - 11. Nursing Station/Breastfeeding Area
 - 12. Cashier;

- 13. Releasing;
- 14. Conference room;
- 15. Security room for CCTV system;
- 16. Server room;
- 17. All storage rooms;
- 18. Staff lounge; and
- 19. Pantry.

3.4.2.2. Fire alarm system;

3.4.2.3. Internal and external signage (The designs of the internal and external signages, as well as the layout thereof, shall be subject to DFA's approval to ensure the proper usage of DFA's logo and branding, as well as to validate any information to be presented therein);

3.4.2.4. Six (6) Fire Extinguishers (ABC Type) (in addition to the two (2) existing fire extinguishers);

3.4.2.5. One (1) Generator set with accessories;

3.4.2.6. New equipment/furniture guaranteed to be in good working condition, including the following:

- i. Conference table and a sufficient number of chairs;
- ii. Executive tables and chairs, shelves and storage cabinets with lockers for the rooms of the DFA Consular Office Head, Administrative Officer, Finance Officer, Signing Officer, Property Officer, Communication Officer, and ATN Officer;
- iii. Sufficient chairs, shelves, and storage cabinets with lockers for the cubicles of DFA-CO personnel (including security guards and cleaners);
- iv. High chairs, clerk chairs, shelves, and storage cabinets for the counters of passport and authentication processes;
- v. Sufficient waiting metal row chairs/gang chairs for various stages of passport and authentication processes (*i.e.*, Information, Processing, Data Encoding, Payment, and Releasing, etc.);
- vi. Tables and chairs for the pantry and staff lounge;
- vii. Visitor's bench podium for Help Desk and Stand-up tables for clients;
- ix. Sufficient metal stanchions with retractable belts for the various stages of passport and authentication processes (*i.e.*, Information, Data Encoding, Payment, and Releasing and waiting area);
- x. Shelves and cabinets for the storage rooms for passport and authentication-related documents, records, and supplies;
- xi. Hauling services for the transfer of DFA's files and effects to the Consular Office (one time only prior to opening);

- xii. Three (3) units of complete queuing management system, including all necessary hardware and software components;
- xiii. Three (3) units of LCD TV to be used for the infomercials;
- xiv. CCTV Camera System with fifteen (15) CCTV cameras (in addition to the eight (8) existing CCTV cameras) and which shall include one (1) Digital Video Recorder (DVR) (24-channel network ready, recording terabytes HDD, capable of storing at least a month, with UPS) and one (1) LCD TV;
- xv. One (1) Public Address System;
- xvi. One (1) PABX system with sufficient telephone units;
- xvii. Two (2) Passport and Authentication Client Feedback Boxes - Acrylic with locks;
- xviii. One (1) Safety Vault;
- xix. Five (5) reserved parking slots for DFA Consular Office personnel ("**Guaranteed Parking Slot**"). DFA may request LGU-TUGUEGARAO in writing for additional parking slots ("**Additional Parking Slots**"), subject to availability of slots in the DFA-CO's **Premises** and compliance with LGU-TUGUEGARAO's parking rules and regulations;

3.3.4. Provision of high-speed Internet connectivity (fiber-ready), with specifications that meet the requirements of DFA.

3.3.5. Provision of separate meters (water/electricity charges) for the DFA-CO on one hand, and for third-party services on the other (i.e., photocopying, notarial, and courier services).

3.5. LGU-TUGUEGARAO shall waive the monthly rental, CUSA (common use service area), centralized air-conditioning charges, and pest charges for the DFA-CO.

3.6. LGU-TUGUEGARAO shall issue the necessary Statement of Accounts (SOA) in connection with the payment of electricity, water, and other charges for the above-cited Consular Office.

3.7. LGU-TUGUEGARAO shall help the DFA to maintain security measures within the **LGU Building** to deter unscrupulous individuals from victimizing passport applicants through the following courses of action:

3.7.1. Ensure that no other persons within the Premises of the DFA-CO or in such other properties owned and/or operated by LGU-TUGUEGARAO shall pass themselves as a satellite or extension of DFA without the latter's written consent and authority;

3.7.2. Should LGU-TUGUEGARAO obtain knowledge of any misrepresentation committed by any person/s as provided in the preceding paragraph, LGU-TUGUEGARAO commits itself to undertake all legal actions necessary to ensure the discontinuance of such activities;

3.7.3. No travel, recruitment, or placement agencies shall be located or allowed to operate within the premises or proximate area of the DFA-CO; and

3.7.4. Such other actions just and reasonable as may be requested by the DFA.

3.8. LGU-TUGUEGARAO shall allow DFA employees/agency-hired personnel, including security guards and cleaners, who are included in the official list to be provided by DFA, to enter the **LGU Building Premises** within a reasonable time before and after LGU-TUGUEGARAO hours, upon submission and completion of all individual requirements by DFA.

3.9. LGU-TUGUEGARAO shall undertake the major and necessary repairs and repainting or refurbishment of the **DFA-CO Premises**, which affect the structure of the allocated **LGU-TUGUEGARAO Building space** or of the **LGU-TUGUEGARAO Building**, whenever necessary; *Provided*, That LGU-TUGUEGARAO shall repair or replace furniture, fixtures, and other equipment provided, whenever necessary; *Provided, further*, That DFA shall be responsible for the repair or replacement of its own furniture, fixtures, and other equipment that it respectively provided in the **Premises**, whenever necessary.

Provided, finally, that LGU-TUGUEGARAO shall undertake to conduct preventive maintenance and repairs, as the need arises, or replacements, if necessary, of the Fan Coil Units (FCU's) and the electronic numbering system, including independent terminal units in the DFA-CO, for the duration of this Agreement.

3.10. LGU-TUGUEGARAO shall allow DFA to post announcements within the vicinity of or in the Premises; *Provided*, that DFA's announcements shall be limited to official/administrative matters and shall be related to the DFA Services in the DFA-CO.

3.11. LGU-TUGUEGARAO may assist in the promotion and dissemination of the information pertaining to available consular services at the DFA-CO through its official social media campaigns and local government channels; *Provided*, that all information must be consulted with the DFA prior to dissemination; *Provided, further*, that the scope of information shall not include documentary requirements of the consular services unless LGU-TUGUEGARAO shall only share or repost the previously published information or infographics by the DFA.

3.12. LGU-TUGUEGARAO shall promptly coordinate with the DFA regarding any issues or concerns related to the office space provided for the latter. Both Parties shall resolve all concerns related to the maintenance of the Premises within a reasonable period of time, ensuring that such resolution shall not cause any interruption, hindrance, or disruption to the regular operations and functions of the DFA CO.

3.13. Subject to availability and with prior written request, the DFA-CO may be allowed temporary use of LGU-TUGUEGARAO's vehicle for official purposes, specifically for the visits of delegates from the DFA-CO's Head Office and for teambuilding activities organized by the DFA-CO. Such use shall be coordinated with LGU-Tuguegarao at least five (5) working days in advance, specifying the date, time, and purpose of use.

The temporary use of the vehicle shall be inclusive of fuel, driver's allowance, and any other related expenses, all of which shall be borne by the LGU-

TUGUEGARAO. The DFA-CO shall ensure that the vehicle is used with due care and returned in the same condition as received, subject to inspection by **LGU-TUGUEGARAO's** duly authorized representative.

LGU-TUGUEGARAO reserves the right to deny any request for use of the vehicle at its sole discretion, particularly in cases of unavailability, maintenance schedules, or any reasonable cause.

SECTION 4 **RESPONSIBILITIES OF DFA**

- 4.1.** DFA shall use the areas provided by the **LGU-TUGUEGARAO** exclusively for the operation of its Consular Office. In no case shall **DFA** divert the use of its **Premises** for other purposes without the prior written consent of the **LGU-TUGUEGARAO**.
- 4.2.** DFA shall ensure the delivery of consular services, which shall include passport services and authentication and/or apostille of documents services, among others: *Provided*, that the establishment of an Apostille Receiving Center (ARC) for authentication services and other consular services in Tuguegarao City shall be in accordance with existing laws, rules, and regulations, and compliance with technical, legal, and other relevant requirements of the **DFA**; *Provided further*, that such establishment or additional consular services shall be in line with the interior arrangements of the Premises which the **DFA** shall timely assess and coordinate with **LGU-TUGUEGARAO**.
- 4.3.** DFA shall shoulder the cost of actual power consumed, as well as water, telephone, and internet charges. For this purpose, **LGU-TUGUEGARAO** shall provide and install separate meters for such Consular Office in accordance with Section 2.3.5. of this Agreement.
- 4.4.** DFA shall provide for its computer units and other equipment/furniture necessary for its operations.
- 4.5.** DFA shall ensure that the Consular Office is open to the public from 8 a.m. to 5 p.m., Monday to Friday, excluding government-declared holidays and official work suspensions. Saturday and Sunday operations shall be subject to operational feasibility review and proper consultation between the **Parties**. Notwithstanding, DFA agrees and undertakes to likewise reasonably adjust its operating hours to accommodate certain events, if an agreement has been reached between **LGU-TUGUEGARAO** and the authorized representative of the **DFA** at the **DFA CO**.
- 4.6.** DFA shall employ and maintain suitable and responsible employees/agency-hired personnel to carry out satisfactory performance and completion of services within the Consular Office. The names and addresses of the employees/agency-hired personnel of **DFA** who will be performing consular services, including the security guards and cleaners, shall be forwarded to the **LGU-TUGUEGARAO** at least five (5) days before the effectivity of this Agreement. Only **DFA** employees/agency-hired personnel as appearing in the official employee list, and with the proper **LGU-TUGUEGARAO**-issued identification cards, shall be allowed entry inside the **LGU-TUGUEGARAO Building**. DFA shall apply for their employees/agency-hired personnel their individual identification cards and shall submit to the **LGU-TUGUEGARAO** the appropriate requirements as provided.
- 4.7.** DFA shall ensure that its personnel strictly abide by the pertinent House Rules and Regulations, Security, and Safety Policies of the **LGU-TUGUEGARAO**. **LGU-**

TUGUEGARAO shall furnish a copy of such house rules and regulations, security, and safety policies to the DFA prior to the turnover of the premises to the latter, or prior to their effectivity in case of issuances after the effectivity of this Agreement.

- 4.8. DFA shall ensure that its employees wear, at all times, the official government identification card of DFA and shall further allow themselves to be subjected to the usual security procedures of LGU-TUGUEGARAO, including but not limited to body searches and bag inspection by LGU-TUGUEGARAO's security guards.
- 4.9. DFA shall be responsible for the overall security arrangements of the **DFA-CO Premises** at all times, including the safe custody and safekeeping of DFA properties and confidential papers, and other important documents. As such, it shall provide its security personnel, independent of LGU-TUGUEGARAO security.
- 4.10. At its sole cost and expense, DFA shall insure its furniture, equipment, and fixtures against fire, earthquake, broad water damage, and extended coverage risks with the Government Service Insurance System (GSIS). Any other furniture, equipment, and fixtures that may not be insured or acceptable with the GSIS shall be insured with such a reputable and registered insurance company, at the FA's sole cost and expense. DFA shall thereafter provide LGU with certified true copies of the assessment and official receipts evidencing such payments not later than fifteen (15) days after the issuance of such insurance.
- 4.11. DFA shall include in its official website, social media sites, and all DFA press releases an announcement that a **DFA Consular Office** in Tuguegarao City is located at City Hall Building, Regional Government Center, Carig Sur, Tuguegarao City.
- 4.12. DFA shall allow LGU-TUGUEGARAO to post announcements within the vicinity of or in the **DFA-CO Premises**. LGU-TUGUEGARAO's announcements shall be limited to official/administrative matters. The posting of announcements concerning promotions or advertisements of private commercial establishments and/or their products and services shall not be allowed.
- 4.13. DFA shall acknowledge and agree that LGU-TUGUEGARAO shall have the right to require DFA to remove any display, decorative item, accessory, or thing that is inappropriate, improper, or not connected with the services identified to be performed at the **DFA-CO Premises**.
- 4.14. DFA shall acknowledge and agree that no machinery, office equipment, furniture or any other electronic device may be brought in or pulled-out of the Premises without the prior written approval of LGU-TUGUEGARAO, which shall not be unreasonably withheld and which approval shall not be construed to effect any transfer or assignment of ownership of DFA's supplied equipment, furniture, or machinery from government property to LGU-TUGUEGARAO. It is hereby understood that the office furniture and equipment may only be moved, brought in, pulled out, or transferred to and from the allotted space before or after the LGU-TUGUEGARAO's operating hours.
- 4.15. DFA shall maintain the **DFA-CO Premises** in a clean and sanitary condition, free from noxious odors, disturbing noises, hazardous defects, inflammable materials, or nuisances. Furthermore, DFA agrees that:
 - 4.15.1. Upon the expiration of this Agreement, DFA shall return the LGU-TUGUEGARAO space and fixtures in as good condition as they were

found at the beginning of the Agreement, except for ordinary wear and tear;

4.15.2. DFA may, at its own expense and upon prior written consent of LGU-TUGUEGARAO, introduce improvements on the **DFA-CO Premises** suitable to DFA's consular operations. All such improvements, which are not attached or fixed to the **DFA-CO Premises** or any part thereof, as well as furniture, fixtures, and equipment, shall remain the property of the DFA;

4.15.3. Any additions or improvements on the **DFA-CO Premises** which cannot be removed without defacing or damaging the Premises shall, upon termination or expiration of the Agreement, be automatically owned by LGU-TUGUEGARAO without any obligation to compensate DFA;

4.15.4. Should this Agreement be terminated, canceled, rescinded, or upon its expiration, DFA shall remove, at its own expense, all furniture or fixtures placed or introduced into the **DFA-CO Premises**, without causing damage thereto;

4.15.5. DFA shall not, without written authorization from LGU-TUGUEGARAO, drive nails, screws, hooks or other abutments on or into the walls, frames or other portions of the **DFA-CO Premises** or in any manner deface or damage any part thereof. Any damage caused to the DFA-CO Premises due to the improper use of its personnel or authorized agents shall be for the account of the DFA;

4.15.6. DFA must notify LGU-TUGUEGARAO immediately of any damage to the **DFA-CO Premises**, their appurtenances, as well as any occupation, usurpation, or untoward act being committed, or threatened to be committed within the premises;

4.15.7. The design and layout of the **DFA-CO** shall be approved by LGU-TUGUEGARAO, taking into consideration the need to maximize space and to harmonize its design with the **LGU Building's** overall theme;

4.15.8. No machinery, office equipment, furniture, or other equipment may be brought in or out of the **LGU Building** without the prior written approval of LGU-TUGUEGARAO. It is hereby understood that the office furniture, equipment, and machinery may only be brought, installed, or transferred to the allotted specified area before or after LGU-TUGUEGARAO operating hours; and

4.15.9. DFA shall utilize plastic bags for the disposal of both dry and wet garbage. Garbage will not be allowed to be deposited in the authorized depository for collections unless contained in plastic bags.

4.16. DFA shall allow LGU-TUGUEGARAO to conduct inspection, provided: a) the inspection shall be conducted within the reasonable hour of a business day, and b) notice shall be furnished to the **DFA-CO** at least three (3) days prior to the conduct of said inspection: *Provided*, That In case of inspection due to force majeure, i.e. earthquake and typhoons, the inspection can be done even without compliance with the above mentioned conditions: *Provided, further*, That a duly authorized representative from the **DFA-CO** shall accompany LGU-TUGUEGARAO's inspection team.

- 4.17. LGU-TUGUEGARAO shall promptly coordinate with the DFA regarding any issues or concerns related to the office space provided for the latter. Both Parties shall resolve all concerns related to the maintenance of the Premises within a reasonable period, ensuring that such resolution shall not cause any interruption, hindrance, or disruption to the regular operations and functions of the DFA CO.

SECTION 5 MISCELLANEOUS

- 5.1. **DISCHARGE OF DONATION.** The obligation of LGU-TUGUEGARAO, as indicated in Section 2.6 of the 2020 MOA pertaining to the donation to the DFA of one (1) brand new vehicle for the DFA CO, was not carried out and will not be part of this Agreement. The said obligation shall be considered unenforceable, contingent upon LGU TUGUEGARAO's fulfillment of the improvements to the CO Premises as stipulated in this Agreement.
- 5.2. **AUTHORITY OF SIGNATORIES.** The Parties represent and warrant that their respective signatories have duly obtained all necessary authorizations and other approvals in accordance with relevant local government laws, rules, and/or regulations for the execution of this Agreement.
- 5.3. **NOTICES.** All notices and correspondence required under this Agreement shall be in writing and shall be sent by personal delivery or other generally recognized commercial courier service or registered mail, or through official email to the concerned Party representative. Each Party may subsequently change its indicated representative upon written notice served to the other Party through its respective signatory.
- 5.3.1. For matters concerning the DFA-CO Premises, operating hours, repairs, and replacement of furniture, fixtures, and equipment, notices should be addressed to the representatives designated by the Parties as follows:

CITY GOVERNMENT OF TUGUEGARAO

Attention:

Host	Representative
LGU-Tuguegarao	Ms. Maila Rosario S. Ting-Que City Mayor, Tuguegarao City City Hall Building, Regional Government Center, Carig Sur, Tuguegarao City cmotuguegaracity@gmail.com
	Mr. Juanito A. Calubaquib City Administrator City Hall Building, Regional Government Center, Carig Sur, Tuguegarao City 09064928865/cmotuguegaraocity@gmail.com

Copy furnish: (Fill up if applicable)

Attention:	Atty. Renz Angelo P. Umambong Chief of Staff City Hall Building, Regional Government Center, Carig Sur, Tuguegarao City 09550393269/urenzangelo@gmail.com
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DEPARTMENT OF FOREIGN AFFAIRS

Consular Office (CO)	Representative
DFA CO Tuguegarao	Mr. Ceferino Angel L. Caldez, Jr. Head of Consular Office City Hall Building Regional Government Center, Carig Sur, Tuguegarao City tuguegarao-cons@dfa.gov.ph

- 5.3.2. For official letters and concerns other than those mentioned in Section 5.3.1., notices should be addressed to the following:

CITY GOVERNMENT OF TUGUEGARAO

Addressee:
Ms. Maila Rosario S. Ting-Que
City Mayor
Tuguegarao City
cmofuguegarao@city@gmail.com

Attention:
Mr. Juanito A. Calubaquib
City Administrator
Tuguegarao City
09064928865

Copy furnish:
Atty. Renz Angelo P. Umambong
Chief of Staff
Tuguegarao City
09550393269

DEPARTMENT OF FOREIGN AFFAIRS

Addressee:
Atty. Ma. Theresa P. Lazaro
Secretary of Foreign Affairs
Department of Foreign Affairs
ma@dfa.gov.ph

Attention:
Ms. Anne Jalando-On Louis
Assistant Secretary
Office of Consular Affairs
Department of Foreign Affairs
an@dfa.gov.ph

Copy furnish:
Ms. Grace Anne G. Bulos
Executive Director for Operations and Administration
Office of Consular Affairs
Department of Foreign Affairs
awebulos@dfa.gov.ph

Mr. Charles Andrei P. Macaspac

Director
Office of Consular Affairs
Department of Foreign Affairs
1000 10th Avenue NW, Suite 1000

- 5.4. **CROSS INDEMNITY.** Each **Party** shall defend, indemnify, and hold the other Party and/or their respective directors, officers, agents, employees, Representatives, and Supervisor completely free and harmless from and against any and all liability, loss, damages, expenses (including attorney's fees) as a result of third party claims, demands, or judgments which may be made or instituted against any of them arising out of any negligent act or omission or willful misconduct of the **Party** being sued, its affiliates, directors, officers, agents or employees with respect to the performance of the said obligations in violation of applicable laws, rules or regulations.
- 5.5. **RELATIONSHIP OF THE PARTIES.** It is understood that there is no employer-employee relationship between the **Parties** to this Agreement on the one hand, and their respective employees, representatives, supervisors, representatives, or agents, who may be assigned to perform services in the **DFA-CO** on the other hand. It is agreed that each **Party** shall be solely responsible for the compensation of their respective personnel and hold the other **Party** free and harmless from any liability, causes of action, and claims that may be filed against it by any, some, or all of the other **Party's** personnel in connection with their compensation for the services that they performed under this Agreement or under the provisions of the Civil Service Laws and such other applicable laws, rules and regulations.
- 5.6. **WAIVER OF RIGHTS.** No failure, omission, or delay of any of the **Parties** in exercising any of its rights, privileges, and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the **Party's** authorized representative. Such waiver shall be effective only in the specific instance and for the purposes for which it is given.
- 5.7. **FORCE MAJEURE.** In case of *force majeure* or fortuitous events and/or when public interest or welfare so demands, either **Party** shall have the right to suspend the implementation of this Agreement with respect to the Consular Office without incurring any liability thereof from the other **Party**, and without being deemed to be in breach of this Agreement, upon giving reasonable prior written notice thereof to said other **Party**. Once the event of *force majeure* or fortuitous event has already ceased or the public interest or welfare allows for it, the **Party's** duly authorized representative shall immediately notify in writing the other **Party** of said fact, and the **Parties** shall resume the performance of their respective obligation under this Agreement.
- 5.8. **CONFIDENTIALITY CLAUSE.** Except as required by law or pursuant to prior written consent, **LGU-TUGUEGARAO** agrees to keep confidential and not disclose any information or document of the **DFA** or which the **DFA** has designated the information as confidential. **LGU-TUGUEGARAO** shall take all reasonable steps to ensure its employees, contractors, agents, and advisers comply with this clause. This clause shall survive the termination of this Agreement.
- 5.9. **DATA PRIVACY.** **LGU-TUGUEGARAO** and its personnel are required to observe the provisions of Republic Act No. 10172 or the Data Privacy Act of 2012 in handling information obtained from the **DFA**. In addition, **LGU-TUGUEGARAO** and its personnel shall be responsible for the destruction of all the data secured from the **DFA** after the termination of this Agreement.

5.10. CHANGE OF OWNERSHIP. In the event of a change of ownership of the **Premises** subject to the rent-free hosting, **LGU-TUGUEGARAO** guarantees that the terms of this Agreement shall remain in full force between **DFA** and the new owner, and **DFA** shall continue to enjoy peaceful possession of the **Premises** until the expiration of this Agreement unless the new owner agrees to enter into a new agreement with **DFA** thereby novating this Agreement.

5.11. THIRD PARTY CONTRACT. Any other contract or agreement entered into by **ACI** and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the **DFA**. **LGU-TUGUEGARAO** warrants that it shall hold free and harmless the **DFA** from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the project.

5.12. DISPUTE AND VENUE. The **Parties** agree that in the event that there is any dispute or difference between them arising out of this Agreement or in the interpretation of any of the provisions thereof, their respective signatories or authorized representatives, shall promptly meet to resolve such dispute or difference, and the joint decision of such signatories or authorized representatives, approved by their respective managements, shall be binding upon the **Parties** hereto. In case of failure to resolve the dispute pursuant to this provision, the **Parties** may submit the dispute for final resolution to arbitration to be conducted in Pasay City and pursuant to the Department of Justice's Uniform Rules on Dispute Resolution Under Presidential Decree No. 242, as amended.

Nothing in this Agreement shall prevent the **Parties** from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be in Pasay City, Metro Manila, to the exclusion of other courts.

5.13. AMENDMENT. Any amendment of the provisions of the Agreement shall be mutually agreed upon by the **Parties** in writing.

5.14. SEPARABILITY CLAUSE. The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause or these terms and conditions.

If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The **Parties** shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

5.15. ENTIRE AGREEMENT. Both **Parties** acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the **Parties** relating to the subject matter hereof.

5.16. ASSIGNABILITY. This Agreement shall be binding upon and inure to the benefit of the **Parties** hereto and their assignees and successors-in-interest: *Provided*, however, that **LGU-TUGUEGARAO** shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the **DFA**.

5.17. PRE-TERMINATION/CANCELLATION. Both **Parties** shall have the right to pre-terminate/cancel this Agreement for just and reasonable cause, without incurring any liability, by giving prior written notice to the other Party one (1) year prior to the intended date of termination or cancellation.

5.18. GOVERNING LAW. The validity and interpretation of the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement on this _____ day of _____, 2025 at _____.

DEPARTMENT OF FOREIGN AFFAIRS

**CITY GOVERNMENT OF
TUGUEGARAO**

By: _____

By: _____

MARIA THERESA B. DIZON-DE VEGA
Undersecretary of Administration

MAILA ROSARIO S. TING-QUE
Mayor, LGU-Tuguegarao

Signed in the presence of:

ANNE JALANADO-ON LOUIS
Assistant Secretary, OCA

JUANITO A. CALUBAQUIB
City Administrator, Tuguegarao City

ATTY. RENZ ANGELO P. UMAMBONG
Chief of Staff, Tuguegarao City

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S

X-----X

BEFORE ME, a Notary Public for and in the City of _____, personally appeared this _____ day of _____, 202 _____ :

MARIA THERESA B. DIZON-DE VEGA

ID No.:

Date/Place of Issue:

MAILA ROSARIO S. TING-QUE

ID No.:

Date/Place of Issue:

Known to me to be the same persons who executed this Memorandum of Agreement consisting of _____ (____) pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation they represent.

WITNESS MY HAND AND SEAL on the date and at the place above written.

Book No. _____;

Doc. No. _____;

Page, No. _____;

Series of 202 _____.

ANNEX "A"
EQUIPMENT, FURNITURE, AND SERVICES TO BE INCLUDED IN THE
RENOVATION OF THE FOLLOWING CONSULAR OFFICES:
(This can also be/include the layout plan of the CO)

DFA Consular Office, Tuguegarao City, City Hall Building, Regional Government Center:

- a. Floor, partitions, and wall finish;
- b. Counters for various stages of passport and authentication processes (i.e., Information, Processing, Data encoding, payment, and releasing);
- c. Rooms/cubicles and sufficient office furniture for officials and employees;
- d. Conference room with tables and chairs;
- e. Pantry and separate toilet for male and female, for the exclusive use of **DFA**;
- f. Records room/stock room with shelves/racks;
- g. Installation of electrical wiring, telephone, and fiber-optic internet cables;
- h. Centralized air-conditioning. Installation of **DFA's** additional air conditioning units, if any, shall be subject to **LGU-TUGUEGARAO's** approval;
- i. Internal and external signs;
- j. Connection to the emergency power supply of **TUGUEGARAO**;
- k. Sufficient metal waiting row chairs similar to the **DFA Aseana**;
- l. Metal stanchions with retractable belts for the payment and releasing areas;
- m. One (1) Electronic Numbering System, including router and independent terminal units;
- n. CCTV system with fifteen (15) camera units with audio features;
- o. Allocate five (5) reserved parking slots for the **DFA Consular Office**;
- p. Three (3) units of LCD TVs;
- q. Emergency lights, and;
- r. Replacement of old and defective fan coil units (FCUs) with brand new FCUs.

