





Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

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OFFICE OF THE CITY MAYOR

06 January 2025

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod This City

Dear Presiding Officer and Members of the Sanggunian:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and the Iloilo Festivals Foundation, Inc. (IFF) regarding the Ilomination Festival of Light Festival Competition, for your information and appropriate action.

This matter is certified as <u>URGENT</u> pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

In the name of public service,

MAILA ROSARIO S. TING-QUE City Mayor

Copy furnished:

- City Legal Office
- Iloilo Festivals Foundation, Inc.



MEMORANDUM OF AGREEMENT

BETWEEN ILOILO FESTIVALS FOUNDATION INC. (IFFI) AND PARTICIPATING CONTINGENTS IN THE ILOMINATION FESTIVAL OF LIGHT FESTIVALS COMPETITION

This is to formalize the agreement between ILOILO FESTIVALS FOUNDATION, INC. (IFFI) as represented by its President, **ALLAN RYAN L. TAN.** (1st Party) for IFFI, and PAVVURULUN AFI FESTIVAL, as represented by Local Chief Executive, **HON. MAILA ROSARIO S. TING-QUE** (2nd Party).

The terms and conditions of which are as follows:

I. This is for the annual celebration of Iloilo City, entitled ILOILO DINAGYANG FESTIVAL 2025 in January 2025 which promotes Ilonggo culture, heritage, faith, and devotion through the form of dance. One of the major events is the ILOMINATION FESTIVAL OF LIGHT FESTIVALS COMPETITION

II. The First Party shall:

- 1. Oversee the whole preparation of ILOMINATION competition including but not limited to, management and its operations.
- 2. Appoint and form a committee in-charge and Artistic Director of the entire Iloilo Dinagyang Festival, overseeing artistic matters (quality of performance, production design, costume design, musical direction of each tribe) of all Competitions and coordinate with the committee included in Iloilo City's Executive Order.
- 3. Provide Subsidy to the Second Party in the amount of **FIVE HUNDRED THOUSAND PESOS** (**P500,000.00**) to be given before the Competition Proper.
- 4. Assist in facilitating the billeting area and transportation during the duration of stay in Iloilo City.
- 5. Help maintain the quality of production design, costume design, performances and anything that includes creative output from the contingents by way of repertory guidance and recommendations through the appointed Artistic Director of the IFFI.
- 6. Have the right to discontinue the participation of the Second Party in instances that they will commit major violations as determined by the appointed committees of the IFFI, after due and proper deliberation, and approved by the IFFI Board.
- 7. Have the right to discontinue the participation of the Second Party in instances that their leadership or their members and artistic team will be deemed harmful and considered a threat

by way of disrespect, threats, drug use, abuses and unlawful conduct to anyone related to the festival, its organizers, its stakeholders, the community including the school and barangay's constituents - as determined by the appointed committee after due and proper deliberation, and approved by the IFFI Board.

III. The Second Party shall:

- 1. Submit the necessary documents and requirements requested by the First Party and the Committee in-charge of the Ilomination Competition, especially requirements needed for the release of subsidy.
- 2. Prepare for the Ilomination Competition based on the guidelines provided by the Artistic Committee and the First Party.
- 3. Submit liquidation report in the form of payroll for the subsidy provided. Payroll format will be provided by the First party to be signed by the members of the contingent.
- 4. Participation of contingent in the Opening Salvo (January) through a video salvo performance from 1 minute (minimum) to 2 minutes (maximum), and a Costume Exhibit (January) to be agreed upon after meeting the Ilomination contigents.
- IV. Both Parties agreed that:
- 1. This Agreement shall be effective upon signing of both parties and shall remain in force until February 28, 2025;
- 2. Agree that SECOND PARTY shall receive the subsidy through the following tranches and provisions:
 - 2.1. FIRST TRANCHE amounting to Php 400,000.00 shall be released first week of January 2025
 - 2.2 SECOND TRANCHE amounting to Php 100,000.00 shall be released after submission of complete list of contingent
- 3. All cash prizes over Ten Thousand Pesos (P10,000.00) are subject to twenty (20%) final withholding tax.
- 4. Each party warrants that it has the right and authority to enter into this Agreement and to grant all the rights it has granted herein;

amicably prior to the pursuing of appropriate indemnify and hold harmless the other party	of this Agreement by either party shall be settled e legal action. Moreover, each party agrees to from all claims, damages, costs, liabilities, losses it may suffer as a result of such party's breach;
such failure is caused by or due to illness or	m as required by this Agreement in the event that physical disability, acts or regulations of public e, epidemic, interruption or delay of transportation control;
IN WITNESS WHEREOF, we have hereunto	set our hands onof 2025 at
ILOILO FESTIVALS FOUNDATION, INC.	PAVVURULUN AFI FESTIVAL-Tuguegarao City
Ву:	Ву:
MR. ALLAN RYAN TAN President	HON. MAILA ROSARIO S. TING-QUE City Mayor Tuguegarao City
SIGNED IN TH	E PRESENCE OF:
(Witness from First Party)	(Witness from the Second Party)