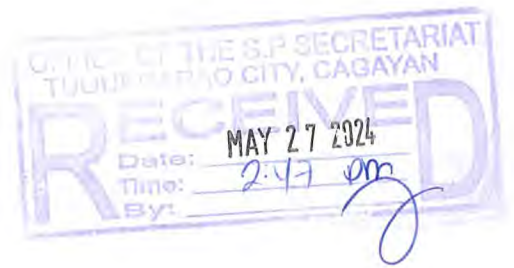




Republic of the Philippines  
Province of Cagayan  
TUGUEGARAO CITY



OFFICE OF THE CITY MAYOR

25 May 2024

**THE PRESIDING OFFICER AND MEMBERS**  
Sangguniang Panlungsod  
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Memorandum of Agreement between the Tuguegarao City Government and the Unified Hazwaste Expert Inc. relative to the renewal of their agreement for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated. Please be advised that the original MOA was approved by the 8<sup>th</sup> City Council by virtue of City Resolution No. 157-08-2022.

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

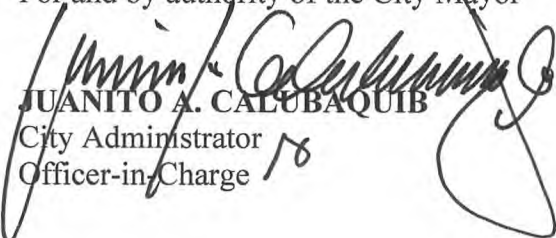
For your information and appropriate action.

Thank you!

In the name of public service,

**MAILA ROSARIO S. TING-QUE**  
City Mayor

For and by authority of the City Mayor

  
**JUANITO A. CALUBAQUIB**  
City Administrator  
Officer-in-Charge

Copy furnished:

- City Administrator's Office
- City Legal Office
- Tuguegarao City People's General Hospital



**BAGONG PILIPINAS**  
 Republic of the Philippines  
 PROVINCE OF CAGAYAN  
 Tuguegarao City

**TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL**

Luna Street, Centro 6, Tuguegarao City  
 Tel # (078) 844-1337 / 377-3825  
 E-mail Address: [tuguegaraoicityPGH@yahoo.com](mailto:tuguegaraoicityPGH@yahoo.com)

8 May 2024

**HON. MAILA ROSARIO S. TING-QUE**  
 City Mayor  
 Tuguegarao City, Cagayan

OFFICE OF THE CITY MAYOR  
 RECEIVED  
 Date: MAY 08 2024  
 Time: 2:45 PM  
 BY: [Signature]

Dear Ma'am,

Warm Greetings!

**RESTPECTFULLY** submitting for your approval the Renewal of the Memorandum of Agreement (MOA) between the Tuguegarao City Government, with the Tuguegarao City People's General Hospital, (*referred to as the Generator*) and Unified Hazwaste Expert Inc. (*referred to as the Transporter*).

Thank you for your immediate response on the matter.

Very truly yours,

**MARCOS M. MALLILLIN, MD, MPH**  
 Chief of Hospital

**MEMORANDUM OF AGREEMENT**

This agreement is made and entered into by and between:

**TUGUEGARAO CITY GOVERNMENT**, an institution duly organized and existing in accordance with the laws of the Republic of the Philippines with **TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL** under its administrative supervision, with business address at Luna Street, Centro 6 (Poblacion), Tuguegarao City, Cagayan, represented in this act by its **City Mayor – HON. MAILA ROSARIO S. TING-QUE**, herein under referred to as the **GENERATOR**.

-and-

**UNIFIED HAZWASTE EXPERT, INC.**, a corporation duly organized and existing in accordance with the laws of the Republic of the Philippines with business address at 151 D Plaza Rafael II, Sto. Rosario St., Sto. Domingo, Angeles City, Pampanga, represented in this act by its **President/PCO- KARREN SHERRYL MARNELLIE D. LIWANAG**, hereunder referred to as the **TRANSPORTER**;

*WITNESSETH:*

WHEREAS, the **TRANSPORTER** is a licensed hazardous Waste Transporter Service Provider specializing in transporting waste collected to be Treated for the processing, treatment, storage, and disposal of hazardous waste materials and other wastes generated by the **GENERATOR** in the operation of its facility.

WHEREAS, the **TRANSPORTER** is duly registered and accredited with the Department of Environmental and Natural Resources - Environmental Management Bureau (DENR-EMB) with Transporter Registration Certificate No. *TP-R3-54-00197/OL- TP-R3-54-000100*; Securities and Exchange Commission Registration No. CS201616457; Business Permit No. Permit *54-01-20-2019006060* in Angeles City, Pampanga which partnered with a TSD facility which responsible for the final disposal of treated/encapsulated wastes;

WHEREAS, due to inability of the **GENERATOR** to dispose on its own the hazardous/ infectious waste materials it generates in accordance with environmental laws, the **GENERATOR** seeks to engage the services of a healthcare waste transporter services provider;

WHEREAS, The **TRANSPORTER** is registered with the Department of Environment and Natural Resources –Environmental Management Bureau (DENR-EMB) and is partnered with a TSD facility which is responsible for the final disposal of treated/encapsulated wastes;

WHEREAS, the **GENERATOR**, in the normal course of its operations generates hazardous waste materials, which the **GENERATOR** desires to be properly transported, treated prior to disposal or recycling;

WHEREAS, the **GENERATOR** has agreed to avail of the services of the **TRANSPORTER** and its TSD services and facility partners for the purpose of transporting, treating, storing and disposing the former's hazardous waste generated by its facility;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth the parties hereto agree as follows:

- 1. The **TRANSPORTER** shall collect, transport and refer to its partnered TSD facilities for treatment and disposal of the infectious and hazardous wastes of **GENERATOR**; the **TRANSPORTER** shall use its (1) vehicle, (2) personnel with proper attire, and (3) weighing scale, while the Generator is responsible for the absolute segregation at point of generation the different types of hazardous wastes as follows:

1.1 **M501 (Infectious and Pathological Waste)** Dry Infectious waste, sharps ,blood, body fluids and pathological waste large body parts which the law require proper burial.

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 60.00/per kilo which is **inclusive of VAT**.

HON. MAILA ROSARIO S. TING-QUE  
CITY MAYOR

KARREN SHERRYL MARNELLIE D. LIWANAG  
PCO/PRESIDENT - UHEI

**1.2 M503 (Expired Pharmaceuticals)**

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 60.00/per kilo which is inclusive of VAT.

**1.3 D407 ( Busted Fluorescent Lamps)**

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 25.00/per piece which is inclusive of VAT.

**1.4 I101 (Used Industrial Oil)**

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 40.00/per liter which is inclusive of VAT.

**1.5 Septic Tank Sludge**

2. The abovementioned charges shall cover the collection, transportation, treatment, and disposal by the **TRANSPORTER** and its partner facilities and service providers of the **GENERATORS** hospital wastes. The total weight of waste collected will be determined by the **TRANSPORTER**'s weighing scale system, subject for validation and confirmation of the **GENERATOR**'s representative.
3. The **TRANSPORTER** shall train one of the **GENERATOR**'S concerned personnel on proper collection and segregation of hospital wastes, free of charge.
4. Upon signing of Memorandum of Agreement, it shall allow the **TRANSPORTER**, its representative and employees access of its premises for ocular and to implement its services.
5. The **TRANSPORTER** will ensure Proper Coordination to the **GENERATOR**'S personnel before hauling.
6. It is the responsibility of the **GENERATOR** for the absolute segregation, at the point of generation, and containment of the following:
  - a. Medical Sharps in a puncture proof and lockable container;
  - b. Blood , body, fluids and other pathogenic wet wastes in a plastic and sealable Med-Bin
  - c. Dry and infectious wastes in a yellow heavy duty plastic bags that are suitable for Disinfection using Hydroclave treatment;
  - d. The Busted Fluorescent Lamps should be stored in a wooden box;
  - e. For the Chemical/ Laboratory Solutions, Stored in a closed container, labelled with type of content, covered and sealed type.
7. If any of **TRANSPORTER** employees is injured for failure of the **GENERATOR** or any of its employees to observe the segregation requirement by disposing, the **GENERATOR** shall be responsible to give or apply the proper first aid or medical treatment without prejudice to claim of damages arising from such incident;
8. The **TRANSPORTER** reserves the right to refuse collection of any hazardous waste from the **GENERATOR** that has not been properly segregated and labelled;
9. It is the responsibility of the **GENERATOR** to store segregated hazardous waste into designated waste storage area that are easily accessible, lockable and under cover to prevent the acts of nature from coming into contact with the waste, hospital wastes from source within its premises;
10. The **TRANSPORTER** who has partnered with **CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS INC., ADL ENVIROTECHNOLOGY INC.,** and **DOLOMATRIX PHILIPPINES, INC.,** an EMB-DENR Certified TSD facilities, shall be the TSD providers of the **GENERATOR** for collection and transport of their health care wastes to the Transporter partner for treatment and disposal of infectious waste during the period of the Agreement.

HON. MAILA ROSARIO S. TING-QUE

CITY MAYOR

KARREN SHERRYL MARQUELLE D. LIWANAG

PCO/PRESIDENT - UHEI

HON. MAILA ROSARIO S. TING-QUE  
CITY MAYOR

KARREN SHERRYL MARNE  
PCO/PRESIDENT - UHE

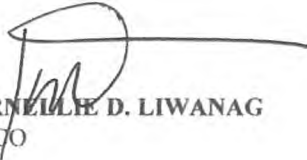
11. The **GENERATOR** has nothing to do with the **TRANSPORTER**'s partnership and transaction with any person in regard to the treatment and disposal of the hospital wastes collected and transported.
12. The **TREATER** shall issue a Certificate of Treatment within ninety (90) days after the wastes are received for treatment and have been finally disposed on the condition that the **GENERATOR** shall pay the **TRANSPORTER** in FULL of the total amount payable to the latter.
13. The **GENERATOR** shall be responsible in cleaning-up within its premises while the **TRANSPORTER** will be responsible for the cleaning-up of accidental spills in the process of transporting the wastes collected.
14. The **TRANSPORTER** recognizes its duties and liabilities in case an accidental spill occurs while transporting the waste of **the GENERATOR**. It shall hold the **GENERATOR** free and harmless from any claims of a third party for liabilities, damage, losses and expenses arising from the performance by **TRANSPORTER** of its services under, or as a consequence of this Agreement. The obligations of **GENERATOR** on the hospital wastes end the moment they have been loaded by the **TRANSPORTER** to its collecting vehicle.
15. Failure of the **GENERATOR** to settle its account with the **TRANSPORTER** within Fourteen (14) days upon receipt of billing invoice, which is on the exact date of hauling, grants the latter the right to terminate its services and overdue accounts shall be subject to no hauling until payment has been settled.
16. The **TRANSPORTER**, which shall be the sole **TRANSPORTER** of the **GENERATOR** for the collection and transport of their hazardous wastes to the **TREATER** for treatment and disposal of hazardous waste during the period of Agreement.
17. The **GENERATOR** commits that it shall comply with all the Permits, Registration and Licenses requirements of the Department of Health and the Department of Environment and Natural Resources-Environmental Management Bureau and shall make sure that it remains valid and up to date.
18. This agreement shall be effective for a period of Thirty Six (36) months from the date of signing. It may be renewed or extended subject to new terms and condition. This agreement covers all hazardous waste listed in this agreement for a period of 36 months from the date of signing between the **TRANSPORTER** and the **GENERATOR**. The **TRANSPORTER** shall be the exclusive transporter or hauler of hazardous waste collection or what is indicated waste in their Permit to Transport of the **GENERATOR**. The **GENERATOR** shall not engage the services of any other individual or entity in the same line of business as the Transporter, directly or indirectly.
19. IF the **GENERATOR** is a Covid-19 facility, *the pricing of our hauling service is subject for change*. In addition, it is also the **GENERATOR**'s responsibility to provide PPE's to our Haulers, and RT-PCR or Antigen Tests to our personnel that will do the hauling, and complete assistance if problem arise at any control point in the location.
20. Issues that may arise from this Memorandum of Agreement shall be discussed by the **PARTIES** as partners in environmental protection. Matters which cannot be settled amicably shall be settled in the courts of law at the place where both parties are conducting business.
21. All other terms and conditions not otherwise herein provided for shall be governed by the pertinent laws of the Republic of the Philippines.
22. Prices are inclusive of Value Added Tax (VAT) and shall remain fix throughout the effectivity of this MOA. Any future adjustment of price shall be subject to discussion by the parties involved, taking into consideration market price of construction materials, fuels and other inputs to effectively carry out the transport, treatment and disposal of wastes.

IN WITNESS WHEREOF, the parties represented by their respective duly authorized officers have signed this agreement.

GENERATOR represented by:

**HON. MAILA ROSARIO S. TING-QUE**  
City Mayor

TRANSPORTER represented by:

  
**KARREN SHERRYL MARNEILLE D. LIWANAG**  
President/PCO

Date: \_\_\_\_\_

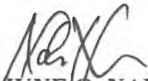
Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Signed in the presence of:

Signed in the presence of:

  
**NOLI JUNE O. NAVARRO**  
General Manager

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines )

) S. S.

**BEFORE ME**, a Notary Public in \_\_\_\_\_, on \_\_\_\_\_ in \_\_\_\_\_, Philippines, appeared:

NAME

ID

**KARREN SHERRYL MARNELLIE D. LIWANAG**

**C10-15-010633 (Pamp./9-6-32)**

**HON. MAILA ROSARIO S. TING-QUE**

I ascertained her/his identity through her/his above-indicated competent evidence of identity. She/He represented to me that she/he voluntarily affixed her/his signature on the foregoing contract for the purposes stated thereon, and declared that she/he executed the same as her/his free and voluntary act and deed in accordance with her/his authority.

Doc. No. \_\_\_\_\_:

Page No. \_\_\_\_\_:

Book No. \_\_\_\_\_:

Series of 2024;



Republic of the Philippines  
 PROVINCE OF CAGAYAN  
 City of Tuguegarao  
**EIGHTH CITY COUNCIL**



EXCERPTS FROM THE MINUTES OF THE 132<sup>nd</sup> REGULAR SESSION  
 OF THE EIGHTH CITY COUNCIL OF TUGUEGARAO CITY, CAGAYAN  
 HELD ON APRIL 04, 2022, MONDAY, 9:00 A.M.,  
 AT THE OFFICE OF THE CITY MAYOR

PRESENT:

Hon. Bienvenido C. De Guzman II	City Vice Mayor/Presiding Officer
Hon. Maila Rosario T. Que	Sangguniang Panlungsod Member (via Teleconferencing)
Hon. Imogen Claire M. Callangan	Sangguniang Panlungsod Member
Hon. Gilbert S. Labang	-do-
Hon. Danilo L. Baccay	Sangguniang Panlungsod Member (via Teleconferencing)
Hon. Ronaldo S. Ortiz	-do-
Hon. Arnel T. Arugay	Sangguniang Panlungsod Member
Hon. Mary Marjorie P. Martin-Chan	-do-
Hon. Winnoco R. Abraham	-do-
Hon. Grace B. Arago	-do-
Hon. Raymund P. Guzman	-do-
Hon. Karina S. Gauani	-do-
Hon. Calixto S. Melad	-do-
Hon. Gil G. Pagulayan	Ex Officio Member
Hon. Karen L. Taguinod	-do-

**CITY RESOLUTION NO. 157-08-2022**

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY AND UNIFIED HAZWASTE EXPERT, INC. FOR THE PROCESSING, TREATMENT, STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS AND OTHER WASTES GENERATED AND AUTHORIZING THE CITY MAYOR, HON. ATTY. JEFFERSON P SORIANO, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MEMORANDUM OF AGREEMENT**

**WHEREAS**, Section 455, Paragraph vi of the Local Government Code of 1991 provides that *“the City Mayor shall represent the City in all its business transactions and sign in its behalf all bonds, contracts and obligations and such other documents upon the authority of the Sangguniang Panlungsod or pursuant to law or ordinance”*;

**WHEREAS**, the **Unified Hazwaste Expert, Inc.** is a duly licensed health care Waste Transporter Service Provider specializing in transporting wastes collected to be treated and in the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated by the generator in the operation of its facility;

**WHEREAS**, the **Unified Hazwaste Expert, Inc.** is duly registered and accredited with the Department of Environmental and Natural Resources – Environmental Management Bureau (DENR-EMD) with Transporter Registration Certificate No. TP-R3-54-00197/OL-TP-R3-000100, Securities and Exchange Commission Registration No. VS201616457 and Business Permit No. 54-01-20-2019006060 in Angeles City, Pampanga which partnered with a TSD facility responsible for the final disposal of treated/encapsulated wastes;

**WHEREAS**, due to the inability of the **Tuguegarao City Government** to dispose on its own the hazardous/infectious waste materials it generates in accordance with environmental laws, it seeks to engage the services of a healthcare transporter services provider;





**WHEREAS**, the **Tuguegarao City Government** in the normal course of its operations generates hazardous waste materials which it desires to be properly transported and treated prior to disposal or recycling;

**WHEREAS**, the **Tuguegarao City Government** has agreed to avail of the services of the **Unified Hazwaste Expert, Inc.** and its TSD services and facility partners for the purpose of transporting, treating, storing and disposing the former's hazardous wastes generated by its facility;

**WHEREAS**, the Joint Committee on Health and Sanitation and Committee on Rules, Laws and Ethics found the terms and conditions of the Memorandum of Agreement to be in order and beneficial to both parties and the constituents of Tuguegarao City;

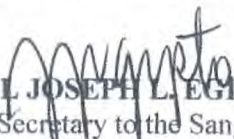
**WHEREAS**, the said Memorandum of Agreement shall be signed after the election ban.

**NOW, THEREFORE, RESOLVE**, as it is hereby **RESOLVED**, to approve the Memorandum of Agreement between the Local Government Unit of Tuguegarao City and **Unified Hazwaste Expert, Inc.** for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated, and authorizing the City Mayor, Hon. Atty. Jefferson P. Soriano, to sign for and on behalf of the Tuguegarao City Government the said Memorandum of Agreement with **Unified Hazwaste Expert, Inc.**

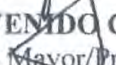
On motion of Hon. Karina S. Gauani, duly seconded by Hon. Grace B. Arago and without any objection, **CITY RESOLUTION NO. 157-08-2022** was **APPROVED** under suspended rules.

X-X-X

I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING:

  
**JOEL JOSEPH L. EGIPTO, Ph.D.**  
Secretary to the Sanggunian

ATTESTED:

  
**HON. BIENVENIDO C. DE GUZMAN II**  
City Vice Mayor/Presiding Officer  
Date: 4-12-22

cl

**MEMORANDUM OF AGREEMENT**

This agreement is made and entered into by and between:

**TUGUEGARAO CITY OF GOVERNMENT**, a health care institution duly organized and existing in accordance with the laws of the Republic of the Philippines with business address in Tuguegarao City, 3500 Cagayan, represented in this act by its **CITY MAYOR- HON. JEFFERSON P. SORIANO**, herein under referred to as the **GENERATOR**.

-and-

**UNIFIED HAZWASTE EXPERT, INC.**, a corporation duly organized and existing in accordance with the laws of the Republic of the Philippines with business address at 151 D Plaza Rafael II, Sto. Rosario St., Sto. Domingo, Angeles City, Pampanga, represented in this act by its **President/PCO- KARREN SHERRYL MARNELLIE D. LIWANAG**, hereunder referred to as the **TRANSPORTER**;

*WITNESSETH:*

WHEREAS, the **TRANSPORTER** is a license hazardous Waste Transporter Service Provider specializing in transporting waste collected to be Treated for the processing, treatment, storage, and disposal of hazardous waste materials and other wastes generated by the **GENERATOR** in the operation of its facility.

WHEREAS, the **TRANSPORTER** is duly registered and accredited with the Department of Environmental and Natural Resources - Environmental Management Bureau (DENR-EMB) with Transporter Registration Certificate No. *TP-R3-54-00197/ OL- TP-R3-000100*; Securities and Exchange Commission Registration No. VS201616457; Business Permit No. Permit 54-01-20-2019006060 in Angeles City, Pampanga which partnered with a TSD facility which responsible for the final disposal of treated/encapsulated wastes;

WHEREAS, due to inability of the **GENERATOR** to dispose on its own the hazardous/ infectious waste materials it generates in accordance with environmental laws, the **GENERATOR** seeks to engage the services of a healthcare waste transporter services provider;

WHEREAS, The **TRANSPORTER** is registered with the Department of Environment and Natural Resources -Environmental Management Bureau (DENR-EMB) and is partnered with a TSD facility which is responsible for the final disposal of treated/encapsulated wastes;

WHEREAS, the **GENERATOR**, in the normal course of its operations generates hazardous waste materials, which the **GENERATOR** desires to be properly transported, treated prior to disposal or recycling;

WHEREAS, the **GENERATOR** has agreed to avail of the services of the **TRANSPORTER** and its TSD services and facility partners for the purpose of transporting, treating, storing and disposing the former's hazardous waste generated by its facility;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth the parties hereto agree as follows:

1. The **TRANSPORTER** shall collect, transport and refer to its partnered TSD facilities for treatment and disposal of the infectious and hazardous wastes of **GENERATOR**; the **TRANSPORTER** shall use its (1) vehicle, (2) personnel with proper attire, and (3) weighing scale, while the Generator is responsible for the absolute segregation at point of generation the different types of hazardous wastes as follows:

- 1.1 M501 (Infectious and Pathological Waste) Dry Infectious waste, sharps, blood, body fluids and pathological waste large body parts which the law require proper burial

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of  
Php 73.00/per kilo which is inclusive of VAT

1.2 M503 (Expired Pharmaceuticals)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of  
Php 73.00 /per kilo which is **inclusive of VAT**

1.3 D407 ( Busted Fluorescent Lamps)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of  
Php 25.00/piece which is **inclusive of VAT**

1.4 1101 (Used Oil) shall be contained in 200L drums.

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of  
Php15.00/per liter which is **inclusive of VAT**

1.5 Septic Tank Sludge

2. The abovementioned charges shall cover the collection, transportation, treatment, and disposal by the **TRANSPORTER** and its partner facilities and service providers of the **GENERATORS** hospital wastes.
3. The **TRANSPORTER** shall train **free of charge** to the **GENERATORS** concerned personnel on proper collection and segregation of hospital wastes.
4. Upon signing of Memorandum of Agreement, it shall allow the **TRANSPORTER**, its representative and employees access of its premises for ocular and to implement its services.
5. The **TRANSPORTER** will ensure **Proper Coordination** to the **GENERATOR'S** personnel before hauling.
6. It is the responsibility of the **GENERATOR** for the absolute segregation, at the point of generation, and containment of the following:
  - 6.1 Medical Sharps in a puncture proof and lockable container;
  - 6.2 Blood , body, fluids and other pathogenic wet wastes in a plastic and sealable Med-Bin
  - 6.3 Dry and infectious wastes in a yellow heavy duty plastic bags that are suitable for microbial destruction autoclave;
  - 6.4 The Busted Fluorescent Lamps should be stored in a wooden box
  - 6.5 For the Chemical/ Laboratory Solutions, Stored in a closed container, labelled with type of content, covered and sealed type.
7. If any of **TRANSPORTER** employees is injured for failure of the **GENERATOR** or any of its employees to observe the segregation requirement by disposing, the **GENERATOR** shall be responsible to give apply the proper first aid or medical treatment without prejudice to claim of damages arising from such incident;
8. The **TRANSPORTER** reserves the right to refuse collection of any hazardous waste from the **GENERATOR** that has not been properly segregated and properly labelled.
9. It is the responsibility of the **GENERATOR** to store segregated hazardous waste into designated waste storage area that are easily accessible, lockable and under cover to prevent the acts of nature from coming into contact with the waste, hospital wastes from source within its premises;
10. The **TRANSPORTER** who has partnered with **Cleanway Environmental Solutions Inc., Total Organic Environmental Solutions, Inc., ADL ENVIROTECHNOLOGY INC.,** an EMB-DENR Certified TSD facility, shall be the TSD provider of the **GENERATOR** for the collection and transport of their health care wastes to the Transporter partner for treatment and disposal of infectious waste during the period of the Agreement.

11. The GENERATOR has nothing to do with the TRANSPORTER's partnership and transaction with any person in regard to the treatment and disposal of the hospital wastes collected and transported.

12. The TREATER shall issue a Certificate of Treatment and Disposal every ninety (90) days of service on the condition that the GENERATOR shall pay the TRANSPORTER in FULL of the total amount payable to the latter;

10. The GENERATOR shall be responsible in cleaning-up within its premises while the TRANSPORTER will be responsible for the cleaning-up of accidental spills in the process of transporting the wastes collected.

11. The TRANSPORTER recognizes its duties and liabilities in case an accidental spill occurs while transporting the waste of the GENERATOR. It shall hold the GENERATOR free and harmless from any claims of a third party for liabilities, damage, losses and expenses arising from the performance by TRANSPORTER of its services under, or as a consequence of this Agreement. The obligations of GENERATOR on the hospital wastes end the moment they have been loaded by the TRANSPORTER to its collecting vehicle.

12. Failure of the GENERATOR to settle its account with the TRANSPORTER within Fourteen (14) days upon receipt of billing invoice, which is on the exact date of hauling, grants the latter the right to terminate its services and overdue accounts shall be subject to no hauling until payment has been settled.

13. The TRANSPORTER WHICH IS DENR-EMB Certified, which shall be the sole TRANSPORTER of the GENERATOR for the collection and transport of their hazardous wastes to the TREATER for treatment and disposal of hazardous waste during the period of the Agreement.

14. The GENERATOR commits that it shall comply with all the Permits, Registrations and Licenses requirements of the Department of Health and the Department of the Environment & Natural Resources- Environmental Management Bureau and shall make sure that it remains valid and up to date.

15. This agreement shall be effective for a period 24 months (2 years) from the date of signing. It may be renewed or extended subject to new terms and condition. This agreement covers all hazardous waste listed in this agreement for a period of 24 months from the date of signing between the TRANSPORT and the GENERATOR. The TRANSPORTER shall be the exclusive transporting or hauling of hazardous waste collection or what is indicated waste in their Permit to Transport of the GENERATOR. The GENERATOR may not engage of services any other individual or entity in the same line of business as the Transporter, directly or indirectly.

16. IF the GENERATOR is a Covid-19 facility, the pricing of our hauling service is subject for change. In addition, it is also the GENERATOR's responsibility to provide PPE's to our haulers, and RT-PCR or Antigen Tests to our personnel that will do the hauling, and complete assistance if problem arise at any control point in the location.

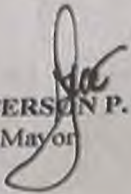
17. Issues that may arise from this Memorandum of Agreement shall be discussed by the PARTIES as partners in environmental protection. Matters which cannot be settled amicably shall be settled in the courts of law in Tuguegarao City only.

18. All other terms and conditions not otherwise herein provided for shall be governed by the pertinent laws of the Republic of the Philippines.

19. Prices are inclusive of Value Added Tax (VAT) and shall remain fix throughout the effectivity of this MOA. Any future adjustment of price shall be subject to discussion by the parties involved, taking into consideration market price of construction materials, fuels and other inputs to effectivity carry out the transport, treatment and disposal of wastes.

IN WITNESS WHEREOF, the parties represented by their respective duly authorized officers have signed this agreement.

GENERATOR represented by:

  
HON. JEFFERSON P. SORIANO  
City Mayor

TRANSPORTER represented by:

  
KARREN SHERRYL MARNELLIE D. LIWANAG  
PCO/President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Signed in the presence of:

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES)  
IN THE CITY OF ANGELES )S.S.

SUBSCRIBED AND SWORN to before me this 20th day of June 2022  
day of Angeles, City.

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Series of 2022.

  
CYRIL VICTOR N. BERMUDO

Notary Public - Angeles City

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