



Republic of the Philippines  
**SANGGUNIANG PANLUNGSOD**  
City Government of Pasig

Resolution No. 12  
Series of 2022

**A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING WITH THE UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE IMPROVEMENT OF THE CITY'S MEDICAL WASTE MANAGEMENT, AND FOR OTHER PURPOSES.**

**Authored by:** Councilors Editha C. Santiago, Syvel C. Asilo, Ferdinand A. Avis, Regino S. Balderrama, Orlando R. Benito, Rhichie Gerard T. Brown, Mario C. Concepcion, Jr., Rosalio D. Martires, Corazon M. Raymundo, Reynaldo R. San Buenaventura III, Gregorio P. Rupisan Jr., Wilfredo F. Sityar, LIGA Pres. Rigor J. Enriquez and SK Fed. President Georgia Lynne P. Clemente

**WHEREAS**, the United Nations Development Programme (UNDP), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States, aims to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, the Pasig City Government is mandated by Sections 16 and 17 of Republic Act 7160, otherwise known as the Local Government Code, to exercise all powers as may be necessary, appropriate, or incidental for its efficient and effective governance, and which are essential to the promotion of the general welfare, including the provision of social welfare and general hygiene and sanitation services;

**WHEREAS**, UNDP represented by the Philippines Country Office, is interested in enhancing its development activities in improving response to COVID-19 in the areas of medical waste management and preparedness effectively in the Philippines through the implementation of the regional COVID-19 response project, which is entitled as "Learning from China's Experience to Improve the Ability of Response to COVID-19 in Asia and the Pacific Region" and funded by China's South-South Cooperation Assistance Fund;

**WHEREAS**, since the onset of the COVID-19 pandemic, there has been a significant increase in healthcare and medical wastes in the City of Pasig, not only in hospitals and health facilities, but also in residential, institutional, and commercial establishments;

**WHEREAS**, the Pasig City Government is mandated by Sections 16 and 17 of Republic Act 7160, otherwise known as the Local Government Code, to exercise all powers as may be necessary, appropriate, or incidental for its efficient and effective governance, and which are essential to the promotion of the general welfare, including the provision of social welfare and general hygiene and sanitation services;

**PASIG**

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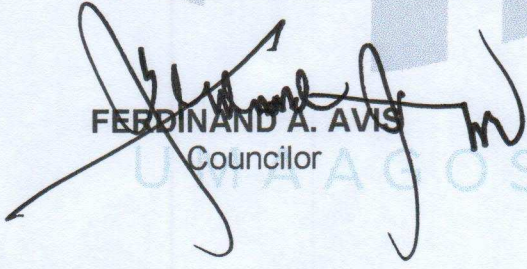
A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR, VICTOR MA. REGIS N. SOTTO, TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING WITH THE UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE IMPROVEMENT OF THE CITY'S MEDICAL WASTE MANAGEMENT, AND FOR OTHER PURPOSES.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PASIG CITY, IN REGULAR SESSION DULY ASSEMBLED, to authorize the City Government of Pasig to enter into and sign a Memorandum of Understanding with the UNDP to help improve the City's capability to manage medical/healthcare wastes;

**RESOLVED, FURTHER**, that the City Mayor be authorized to receive, for and on behalf of the City Government, such healthcare waste treatment device or technology as may be donated or introduced to the City by virtue of this partnership with UNDP, so long as the same is necessary and beneficial to the City;


**RESOLVED, FINALLY**, that the Secretary of the Sanggunian Panlungsod furnish all concerned agencies/offices copies of this Resolution, as duly adopted/approved by the Sanggunian Panlungsod.


APPROVED this 17<sup>th</sup> day of **February 2022** in Pasig City, Metro Manila.

  
FERDINAND A. AVIS  
Councilor

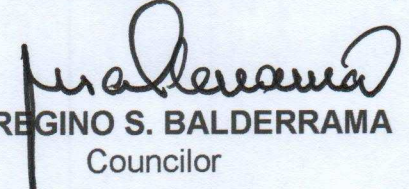
  
MARIO C. CONCEPCION, JR.  
Councilor

  
GREGORIO P. RUPISAN JR.  
Councilor


  
ORLANDO R. BENITO  
Councilor

  
REYNALDO R. SAN BUENAVENTURA III  
Councilor

  
SYVEL C. ASILO  
Councilor

  
REGINO S. BALDERRAMA  
Councilor

  
CORAZON M. RAYMUNDO  
Councilor

  
EDITHA C. SANTIAGO  
Councilor

  
WILFREDO F. SITYAR  
Councilor



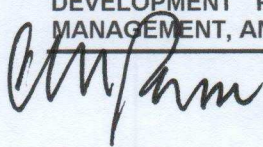


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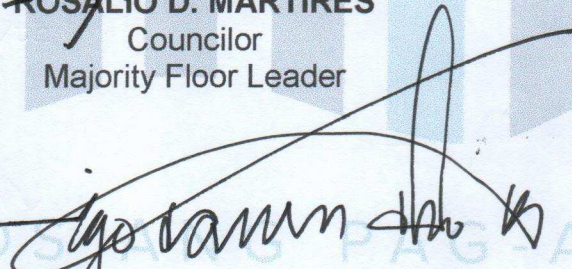
  
**RIGOR J. ENRIQUEZ**  
LIGA President

  
**GEORGIA LYNNE P. CLEMENTE**  
SK Fed. President

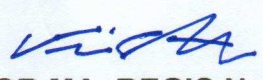
  
**RHICHIE GERARD T. BROWN**  
Councilor  
Minority Floor Leader

  
**ROSALIO D. MARTIRES**  
Councilor  
Majority Floor Leader

Attested by:

  
**IYO CHRISTIAN C. BERNARDO**  
City Vice-Mayor  
Presiding Officer

APPROVED:

  
**VICTOR MA. REGIS N. SOTTO**  
City Mayor

Attested by:

  
**LOIDA U. VILLANUEVA**  
Acting City Council Secretary

**PASIG**

UMAAGOS ANG PAG-ASA

[www.pasigcity.gov.ph](http://www.pasigcity.gov.ph)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND THE CITY GOVERNMENT OF PASIG  
OF THE REPUBLIC OF THE PHILIPPINES**

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the City Government of Pasig of the Republic of the Philippines (the "Government"). UNDP and the Government are hereinafter referred to individually as a "Party" and jointly as the "Parties";

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by the Philippines Country Office is interested in enhancing its development activities in improving response to COVID-19 in the areas of medical waste management and preparedness effectively in the Philippines through the implementation of the regional COVID-19 response project, which is entitled as "Learning from China's Experience to Improve the Ability of Response to COVID-19 in Asia and the Pacific Region" and funded by China's South-South Cooperation Assistance Fund;

**WHEREAS**, the Parties wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

**Article I  
Purpose and Scope**

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of common interest identified in Article II below.



## **Article II**

### **Areas of Cooperation**

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

The Government shall:

- i) Designate a hospital or facility to house the medical waste technology. The designated hospital or facility should have corresponding space;
- ii) Provide budget for utilities, human resources, and other resources for the operation and maintenance of the waste treatment device;
- iii) Accept and properly use healthcare waste treatment device, equipment, PPEs, consumables, or other materials provided under the project, focusing on COVID-19 medical waste treatment;
- iv) Assist in the identification of suitable attendees to the trainings to be conducted on waste treatment and management focusing on COVID-19 related wastes and make available these identified staff to participate in the training sessions.
- v) Provide a suitable venue within the City for the conduct of the onsite training;
- vi) Provide technical support in the development of a waste management improvement plan based on available data to reduce waste generation and to replace or minimize use of non-degradable, toxic and hazardous materials in the designated hospital;
- vii) Support in the pilot deployment of the digital waste registry in the designated hospital;
- viii) Provide support to all information, education, and communication activities of the Project.



UNDP shall:

- i) Support the designated hospital or medical facility with the deployment of one healthcare and waste treatment technology and provide corresponding training on how to use, operate and maintain it;
- ii) Provide on-site / online training on waste treatment and management focusing on the COVID-19 related wastes;
- iii) Develop a waste management improvement plan for one hospital to be designated by the Government, based on available data to reduce waste generation and to replace or minimize use of non-degradable, toxic and hazardous materials;
- iv) Develop and pilot deploy a digital medical waste registry in the designated hospital;
- v) Lead in all information, education, and communication related activities of the project.

### **Article III**

#### **Consultations and Exchange of Information**

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.



**Article IV**  
**Visibility**

The Parties recognize the importance of providing visibility to their cooperation under this MOU and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to activities covered by this MOU. The Parties agree to use each Party's name and emblem in accordance with the regulations and policies of each Party and subject to prior written approval of each Party.

**Article V**  
**Term, Termination, Renewal, Amendment**

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of one year from the Effective Date, as defined in Article X ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of two years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

**Article VI**  
**Notices**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:

Selva Ramachandran  
15th Floor North Tower,  
Rockwell Business Center Sheridan,  
Sheridan Street corner United Street,  
Highway Hills, Mandaluyong City,  
1554 Metro Manila,  
the Republic of the Philippines



For the Government: Victor Ma. Regis N. Sotto  
Pasig City Hall,  
1600 Caruncho Ave,  
San Nicolas, Pasig City,  
1600 Metro Manila,  
the Republic of the Philippines

## **Article VII**

### **Legal Provisions Relating to Implementation**

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractors and subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. The City Government of Pasig of the Republic of the Philippines represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.



**Article VIII**  
**Settlement of Disputes**

Any dispute between UNDP and the Government relating to this MOU will be settled amicably by the Parties through direct negotiation.

**Article IX**  
**Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article X**  
**Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**For the UNDP:**

**For the City Government of Pasig:**

\_\_\_\_\_  
**SELVA RAMACHANDRAN**

*Resident Representative*

Date:

\_\_\_\_\_  
**VICTOR MA. REGIS N. SOTTO**

*City Mayor*

Date:

WITNESSES:

\_\_\_\_\_  
**ALLENDRI ANGELES**  
*Head, Pasig City Solid Waste  
Management Office and  
OIC, Pasig City Environment and  
Natural Resources Office*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANDALUYONG, METRO MANILA) s.s.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, in the City of Mandaluyong, Metro Manila, Philippines, personally appeared **Mr. Selva Ramachandran**, with Passport ID No. \_\_\_\_\_ issued by the \_\_\_\_\_, known to me to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his fee and voluntary act and deed, and of the institution he represents.

The instrument, consisting of seven (7) pages, including the page on which this Acknowledgment is written, has been signed on the left margin of each and every page thereof by said party and his witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal the day, year, and place above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022.



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASIG, METRO MANILA) s.s.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, in the City of Pasig, Metro Manila, Philippines, personally appeared **Hon. Victor Ma. Regis N. Sotto** with Passport ID No. \_\_\_\_\_ issued by the DFA Manila, known to me to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed, and of the institution he represents.

The instrument, consisting of seven (7) pages, including the page on which this Acknowledgment is written, has been signed on the left margin of each and every page thereof by said party and his witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, year, and place above written.

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Book No. \_\_\_\_\_;  
Series of 2022.