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de oro
City of Golden Friendship



BAGONG PILIPINAS

Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL

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ORDINANCE NO. 15133-2025

AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE XAVIER UNIVERSITY (XU) THROUGH THE COLLEGE OF ENGINEERING-DEPARTMENT OF CHEMICAL ENGINEERING, REPRESENTED BY ITS UNIVERSITY PRESIDENT, FR. MARS P. TAN, S.J., COVERING THE COLLABORATION OF THE PARTIES IN THE IMPLEMENTATION OF THE PROPOSED PROJECT: "OPTIMIZING URBAN SUSTAINABILITY: EMPOWERING CAGAYAN DE ORO CITY WITH SMART DECISION SUPPORT FOR WASTE-TO-ENERGY (SWEEP CDOC PROJECT)" THROUGH THE CITY LOCAL ENVIRONMENT AND NATURAL RESOURCES OFFICE (CLENRO), THIS CITY, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) of Cagayan de Oro City in session duly assembled that:

SECTION 1. The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Memorandum of Understanding (MOU) with the Xavier University (XU) through the College of Engineering-Department of Chemical Engineering, *represented by its University President, Fr. Mars P. Tan, S.J.*, covering the collaboration of the parties in the implementation of the Proposed Project: "*Optimizing Urban Sustainability: Empowering Cagayan de Oro City with Smart Decision Support for Waste-to-Energy (SWEEP CDOC Project)*" through the City Local Environment and Natural Resources Office (CLENRO), this City, under the terms and conditions stipulated therein.

SECTION 2. The aforesaid MOU, consisting of six (6) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary, shall form part and parcel of this Ordinance.

SECTION 3. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	1 st District:	- Councilor Agapito Eriberto G. Suan - Councilor Roger G. Abaday - Councilor Romeo V. Calizo	- Councilor Imee Rose P. Moreno - Councilor Jose Pepe S. Abbu, Jr.
	2 nd District:	- Councilor Yevonna Yacine B. Emano - Councilor Edgar S. Cabanlas	- Councilor Ian Mark Q. Nacaya - Councilor Christian Rustico M. Achas
	Ex-Officio:	- Councilor Yan Lam S. Lim - Councilor Kenneth John D. Sacala	- Councilor Datu Roberto P. Cabaring
	<u>On Official Business:</u>	- Councilor Jay R. Pascual	- Councilor Maria Lourdes S. Gaane - Councilor Suzette G. Magtajas-Daba
	<u>On Leave:</u>	- Councilor George S. Goking	
	<u>Absent:</u>	- Councilor Joyleen Mercedes L. Balaba - Councilor Malvern A. Esparcia	- Councilor James K. Judith II

ENACTED this 2nd day of June 2025 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested:

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR

ROLANDO A. UY
CITY MAYOR

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into in the City of Cagayan de Oro this _____ day of _____, by and between:

XAVIER UNIVERSITY, through the **COLLEGE OF ENGINEERING - DEPARTMENT OF CHEMICAL ENGINEERING**, a Jesuit academic institution duly organized and existing under the laws of the Republic of the Philippines, with principal office address at XU Main Campus, Barangay 40, Corrales Avenue, Cagayan de Oro City, duly represented by the University President, **FR. MARS P. TAN, S.J.**, hereinafter referred to as "**XU CHE**";

-and-

The **LOCAL GOVERNMENT UNIT OF CAGAYAN DE ORO**, through the **CITY LOCAL ENVIRONMENT AND NATURAL RESOURCES OFFICE (CLENRO)**, a local government unit organized and existing by virtue of its Charter under Republic Act No. 521 and Republic Act No. 7160, otherwise known as the Local Government Code of 1991, with office address at City Hall, Cagayan de Oro City, duly represented herein by its Local Chief Executive, **HON. MAYOR ROLANDO "KLAREX" A. UY**, hereinafter referred to as the "**CITY**";

WITNESSETH:

WHEREAS, Xavier University (XU), as a Jesuit academic institution, embraces the mission of the Society of Jesus by engaging in the authentic pursuit of truth through teaching, formation, research, and social development. In alignment with this mission, XU is dedicated to addressing the developmental needs of Mindanao and the Philippines. Accordingly, XU endeavors to serve the faith, advance social justice, and strengthen societal engagement through its Social Development (SD) cluster.

WHEREAS, XU through the College of Engineering – Department of Chemical Engineering (XU CHE) is dedicated to strengthening the competencies of its faculty and students, fostering a culture of innovation and academic excellence, in collaboration with partner institutions and stakeholders.

WHEREAS, XU CHE is spearheading the project titled, **Optimizing urban sustainability: Empowering Cagayan de Oro City with smart decision support for waste-to-energy**, with funding from the Department of Science and Technology – Philippine Council for Industry, Energy and Emerging Technology Research and Development (DOST-PCIEERD);

WHEREAS, XU seeks to contribute to the UN Sustainable Development Goals (UN SDGs), in particular for this project: SDG 7 on Affordable and Clean Energy, SDG 9 on Industry, Innovation, and Infrastructure, SDG 11 on Sustainable Cities and Communities, and SDG 17 on Partnerships for the Goals by providing avenues for meaningful and formative engagements;

WHEREAS, the above-mentioned project, hereinafter referred to as **SWEEP CDOC**, is one of the projects lined up for implementation under the DOST-PCIEERD Grants-in-Aid aligned with its Smart Cities Roadmap;

WHEREAS, the CITY under the present administration considers Smart City and Environmental Resource Management as important components under its CDO RISE Governance Platform;

WHEREAS, XU CHE considers the CITY to have the capacity to contribute to the implementation of this project as one of its implementing partners;

WHEREAS, the CITY has expressed strong commitment to collaborating on the SWEEP CDOC project;

NOW, THEREFORE, for and in consideration of the foregoing premises, XU CHE and the CITY agree to perform the following tasks:

ARTICLE I. OBLIGATIONS OF XU CHE

- 1.1. XU CHE shall take the lead in the development, implementation, and refinement of the smart decision-support system (DSS) for waste-to-energy (WtE) system;
- 1.2. XU CHE shall perform modeling, simulations, and machine learning-based optimization for different WtE strategies;
- 1.3. XU CHE shall house, update, and secure DSS software, servers, and the demonstration WtE system;
- 1.4. XU CHE shall be responsible for the project management in accordance with the approved SWEEP CDOC project proposal;
- 1.5. XU CHE shall closely coordinate with the CITY for any monitoring visit or presentation for the duration of the SWEEP CDOC project;
- 1.6. XU CHE shall conduct capacity-building activities for DSS users and WtE operators.
- 1.7. XU CHE shall organize workshops, webinars, and events to disseminate research findings and best practices; and
- 1.8. XU CHE shall fulfill all other terms and conditions of the SWEEP CDOC project.

ARTICLE II. OBLIGATIONS OF THE CITY

- 2.1. The CITY shall provide relevant municipal solid waste data and urban development information to ensure accurate modeling and decision support;
- 2.2. The CITY shall assist XU CHE in identifying and providing suitable sites for the deployment and testing of the WtE DSS and related technologies;
- 2.3. The CITY shall provide financial support for the SWEEP CDOC project, including but not limited to:
 - 2.3.1. Personnel services of one (1) technical personnel from the City Management Information Systems and Innovation Department (CMISID) and one (1) from the City Local Environment and Natural Resources Offices (CLENRO) who will provide crucial information and deliver technical assistance to the WtE DSS project team in

- connection with effectuating the purposes of the project throughout the project duration;
- 2.3.2. Transport for the SWEEP CDOC project team, LGU personnel, and/or equipment to and from the city landfill site, not exceeding twelve (12) times per year for the project duration;
 - 2.3.3. Costs of electricity, water, internet, and other utilities consumed in the operation of the demonstration WtE facility at a suitable site identified by the CITY; and
 - 2.3.4. Costs associated with focus group discussions (FGD) and/or key informant interviews (KII) with stakeholders, including urban planners, policymakers, and local communities
- 2.4. The CITY shall work with XU CHE to ensure proper validation and refinement of the DSS through pilot-testing and system integration;
 - 2.5. The CITY shall actively participate in the engagement of stakeholders, including urban planners, policymakers, and local communities;
 - 2.6. The CITY shall facilitate the formulation of local policies, regulations, and incentives to support WtE technology adoption and sustainable waste management practices;
 - 2.7. The CITY shall support awareness campaigns, training programs, and workshops to educate stakeholders on WtE processes and DSS applications; and
 - 2.8. The CITY shall ensure long-term integration of the DSS into municipal waste management strategies and allocate funds for post-project system maintenance.

ARTICLE III. TERM

The SWEEP CDOC project implementation shall be for a period of twenty-four (24) months commencing upon receipt of the "Notice to Proceed."

ARTICLE IV. INTELLECTUAL PROPERTY

Ownership of any intellectual property developed in this study, namely, copyright, patent, design, trademark, etc. shall be governed by the IP Code of the Philippines (R.A. 8293), where the development of the IP such as copyright and patent as a result of the contribution of the Parties involved will be governed by co-ownership and the Technology Transfer Act of 2009 (R.A. 10055) with its Implementing Rules and Regulations, and without prejudice to XU CHE's agreement with DOST-PCIEERD as the funding source of the SWEEP CDOC project.

ARTICLE V. AMENDMENTS

Any modification or amendments to this Agreement as proposed by either Party shall mutually be agreed upon in writing and signed by all the Parties thereto. Provided, however, that such amendment, modification, or revision does not prejudice the agreement signed between XU CHE and DOST-PCIEERD for the implementation of the SWEEP CDOC project.

ARTICLE VI. CONFIDENTIALITY AND SHARING OF INFORMATION

All Parties shall be bound to keep all Confidential Information strictly confidential by using a reasonable degree of care in safeguarding the aforesaid information/s, except to those information/s which are not within the scope/coverage of protection under the "Data Privacy Act of 2012."

ARTICLE VII. NO LIABILITY CLAUSE

No Party shall hold the Party's officers, directors, agents, and employees accountable for claims, damages, losses, or expenses arising out or resulting from the negligence or misconduct of the Party's officers, employees, or agents of each of the Parties concerned.

ARTICLE VIII. DISPUTE RESOLUTION

The Parties herein shall exert their best effort to settle amicably all disputes arising out of or in connection with this Agreement, or in the interpretations, enforcement and implementation thereof. Any dispute among the Parties as to matter arising pursuant to this Agreement which cannot be settled amicably within thirty (30) days after receipt by a Party's request for such amicable settlement may be submitted by the Parties for arbitration.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- 9.1. This MOU does not create an employer-employee relationship between the CITY, its employees, agents or subcontractors and XU CHE, its employees, agents or subcontractors including its students, faculty, and staff;
- 9.2. The substituted parental responsibility toward its students shall remain the sole and exclusive responsibility of XU CHE; and
- 9.3. Except as herein provided, none of the Parties herein shall assign or transfer all of its rights under this MOU without the prior written consent of the Party concerned.

ARTICLE X. EFFECTIVITY OF THE AGREEMENT

This MOU shall take effect upon signing by the Parties hereto and shall remain in full force and effect for a period of two (2) years or until _____, unless sooner terminated upon mutual agreement of both Parties.

IN WITNESS WHEREOF, the Parties hereunto have affixed their respective signatures this _____ day of _____ 2025 at Cagayan de Oro City, Philippines.

FOR LGU-CAGAYAN DE ORO CITY:

FOR XAVIER UNIVERSITY

HON. ROLANDO "KLAREX" A. UY
City Mayor

FR. MARS P. TAN, S.J.
President

WITNESSES:

ENGR. ARMEN A. CUENCA
City Local Environment and Natural
Resource Officer

ENGR. DEXTER S. LO
Vice President for Social Development,
Xavier University

MR ZELFRED ANTHONY T. COCON
City Management Information Systems and
Innovation Department Head

DR. HERCULES R. CASCON
Dean, College of Engineering

DR. MARIA THERESA I. CABARABAN
Project Leader, SWEEP CDOC

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Cagayan de Oro) S.S.

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, this _____
day of _____ personally appeared:

Government issued ID # Issued on/Issued at

HON. ROLANDO "KLAREX" A. UY

FR. MARS P. TAN, S.J.

known to me as the same persons who executed the foregoing Memorandum of Understanding and who
acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions
respectively represent.

The foregoing instrument, consisting of four (4) pages, including the page in which this
Acknowledgement is written, is signed by the Parties and their instrumental witnesses on each page
thereof.

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

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