




REPUBLIC OF THE PHILIPPINES  
PROVINCE OF LAGUNA  
CITY GOVERNMENT OF SAN PABLO



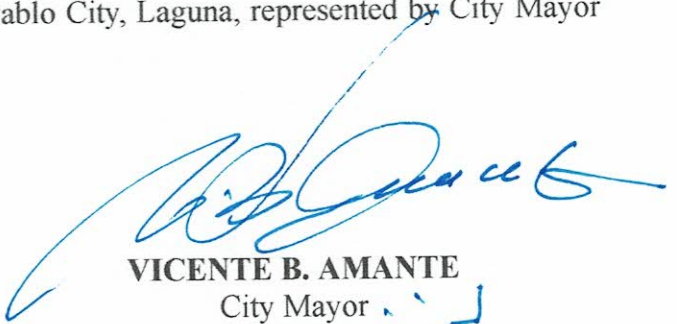
OFFICE OF THE CITY MAYOR

1<sup>st</sup> Endorsement  
November 16, 2023

OFFICE OF THE SANGGUNIANG PANGLUNGSOD CITY OF SAN PABLO		
<b>URGENT RECEIVED</b>		
	NOV 24 2023	TIME: 2:30
RECEIVED BY: Aldrich Tapalla Janoline		

Respectfully referred to the Honorable Sangguniang Panglungsod, thru OIC-SP Secretary Mr. Rufo D. Millar, seeking for your authority for the undersigned to enter into a Memorandum of Agreement with The Social Security System, with principal office address at the SSS Building, East Avenue, Diliman, Quezon City, represented by its acting Vice President, Engr. Edwin S. Igharas and The City Government of San Pablo, with principal office address at San Pablo City Hall, A. Mabini St., Brgy. V-A, San Pablo City, Laguna, represented by City Mayor Vicente B. Amante.

Anticipating your approval.

  
**VICENTE B. AMANTE**  
City Mayor

Encl.: a/s  
VBA/lcg

## MEMORANDUM OF AGREEMENT/UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (AGREEMENT) entered into by and between:

The **SOCIAL SECURITY SYSTEM**, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at the SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Acting Vice President, **Engr. EDWIN S. IGHARAS**, duly authorized pursuant to SSS Office Order No. 2015-067 (Annex "A"), hereinafter referred to as the "**SSS**";

– and –

The LGU San Pablo City, a government agency duly organized and existing pursuant to \_\_\_\_\_ with principal office address at San Pablo City Hall, Dagatan Blvd, San Pablo City, Laguna, represented herein in this Agreement by its City Mayor, **VICENTE B. AMANTE**, duly authorized pursuant to \_\_\_\_\_ dated \_\_\_\_\_ (Annex "B") hereinafter referred to as the "**LGU SAN PABLO CITY**".

### WITNESSETH:

**WHEREAS**, the SSS is mandated by law to provide social security protection to all self-employed persons and other qualified Filipino workers regardless of trade, business or occupation against the hazards of disability, sickness, maternity, old age, death and other contingencies;

**WHEREAS**, Sec. 9-A of Republic Act No. 11199 or the Social Security Act of 2018, requires the coverage in the SSS as compulsory for all self-employed persons;

**WHEREAS**, coverage under the SSS Self-employed Program may be made applicable to the Contract of Service (COS) and Job Order (JO) personnel in the employ of the government but not coverable under the Government Service Insurance System (GSIS) Law for such personnel to have protection against the hazards of disability, sickness, maternity, old age, death, and other contingencies that the SSS offers;

**WHEREAS**, the SSS has agreed to cover the COS and JO personnel of **LGU SAN PABLO CITY** as Self-employed members under the Social Security Act of 2018;

**WHEREAS**, to cover the COS/JO personnel of **LGU SAN PABLO CITY**, the SSS has entered into this AGREEMENT with the \_\_\_\_\_ for the latter to assist the COS/JO personnel with the remittances of their monthly Social Security (SS) and Employees' Compensation (EC) contributions:

**WHEREAS**, the Regular/Permanent employees of **LGU SAN PABLO CITY**, who are existing SSS members by virtue of private employment or self-employment, may also opt to continue paying contributions as Voluntary members, to which SSS has already agreed to extend assistance for the remittance of their preferred monthly SS contributions;



**WHEREAS**, the template of this AGREEMENT has been approved by the Social Security Commission (SSC) pursuant to its Resolution No. 171-s.2014 dated 19 February 2014 (Annex "C");

**WHEREAS**, this AGREEMENT shall cover COS/JO personnel and Regular/Permanent employees of the **LGU SAN PABLO CITY**'s central and regional/field offices, if and when applicable;

**NOW, THEREFORE**, in view of the foregoing considerations, the Parties hereto agree as follows:

## **I. UNDERTAKING OF THE PARTIES**

### **1. The LGU SAN PABLO CITY shall:**

- I.1.1** Assign a permanent **LGU SAN PABLO CITY** employee as Liaison Officer for **SSS**.
- I.1.2** Encourage and assist its COS/JO personnel, who are not coverable under the GSIS Law, for SS coverage thru registration as Self-employed members of the **SSS**;
- I.1.3** Assist its qualified Regular/Permanent employees in continuing the payment of their SS contributions as voluntary members;
- I.1.4** Provide **SSS** with the list of all COS/JO personnel and Regular/Permanent employees who will continue paying as voluntary members, showing the names, dates of birth and SS number, if any, and the SS & EC contributions or preferred Monthly Contributions;
- I.1.5** Automatically deduct the monthly SS & EC contributions from the salaries, wages and/or fees of its COS/JO personnel;
- I.1.6** Automatically deduct the monthly SS contributions from the salaries, wages and/or fees of its Regular/Permanent employees who opt to continue paying as voluntary members based on their preferred monthly SS contribution;
- I.1.7** Remit the said SS contributions to the nearest **SSS** Branch with tellering facility or to any accredited bank/payment center **on or before the set deadline of payment**;
- I.1.8** Prepare a Contributions Collection List of SS & EC contributions, as applicable, and submit to the **SSS** within five (5) working days from date of remittance of SS & EC contributions;
- I.1.9** Upon its invitation, allow **SSS** to take part in events, conventions, forums and such other activities of **LGU SAN PABLO CITY** for purposes of orientation, special registration, UMID card enrollment and for other purposes, subject to existing **SSS** rules and regulations;
- I.1.10** Notify **SSS** of such events, meetings, conventions and forums in the most reasonable time to ensure proper preparation and coordination with other **SSS** units prior to actual engagement; and

I.1.11 Act as conduit of **SSS** in information dissemination through any available media such as Circular, Newsletter, official website and other social media sites, including those of its regional/field offices.

2. The **SSS** shall:

I.2.1 Conduct on-site registration of all qualified COS/JO personnel of the **LGU SAN PABLO CITY** on a continuing basis;

I.2.2 Assign an Account Officer who shall manage the **LGU SAN PABLO CITY** account and assist in the implementation of this AGREEMENT;

I.2.3 Process the registration forms of COS/JO personnel of the **LGU SAN PABLO CITY** in accordance with existing guidelines, policies and procedures;

I.2.4 Provide **SOCIAL SECURITY SYSTEM**, on a **REGULAR** basis<sup>1</sup>, with the masterlist of COS/JO personnel showing the SS numbers, names and approved Monthly Contributions based on the processed registration forms. It shall also include the list of regular/permanent employees paying as voluntary members showing the SS numbers, names, and preferred Monthly Contributions;

I.2.5 Assist the Liaison Officer in the installation of the required Contributions Collection List File Generator and facilitate the remittance of contributions through the **SSS** Branch tellering facility;

I.2.6 Regularly monitor the remittance and posting of monthly contributions of COS/JO personnel and Regular/Permanent employees paying as voluntary members;

I.2.7 Provide free seminars/information dissemination activities on the benefits, loan privileges, and other **SSS** programs for COS/JO personnel and Regular/Permanent employees of **LGU SAN PABLO CITY**;

I.2.8 Conduct on-site UMID card enrollment for all qualified COS/JO personnel of **LGU SAN PABLO CITY**;

I.2.9 Provide quarterly reports on the remittances by **LGU SAN PABLO CITY**; and

I.2.10 Furnish **LGU SAN PABLO CITY** copies of new circulars, newsletters, or any information relevant to **SSS** membership.

## **II. REVIEW OF TERMS AND CONDITIONS**

Any amendment, modification or alteration of the provision/s of this AGREEMENT may be made at any time during the period of its effectivity. Provided, however, that such amendment, modification or alteration shall be in writing and with the concurrence of both Parties.

## **III. GOVERNING LAW**

This AGREEMENT shall be governed by and construed in accordance with the SS Law and other applicable laws, rules and regulations of the Republic of the Philippines.

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<sup>1</sup>Frequency may be inserted upon request by the other party (as per MOU with DILG)



#### **IV. EFFECTIVITY**

1. This AGREEMENT shall take effect upon signing of the Parties and shall continue to be in full force and effect, unless otherwise revoked on account of violation of the terms and conditions of this AGREEMENT and other applicable laws, rules, and regulations.
2. Termination of this AGREEMENT can be initiated by either party by giving written notice to the other. The termination shall take effect thirty (30) days from receipt of notice, unless extended with justification.

#### **V. MISCELLANEOUS PROVISIONS**

1. **WAIVER.** Failure by either party to insist upon the other the strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of this AGREEMENT or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
2. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to this AGREEMENT if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.
3. **SETTLEMENT OF DISPUTES.** All actions and controversies that may arise from this AGREEMENT involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to the Office of the Secretary of Justice pursuant to the provisions of Sections 66, 67, 68, 69, 70 and 71, Chapter 14, Book IV, Executive Order No. 292 (Controversies Among Government Offices and Corporation), in relation to Presidential Decree No. 242 (Prescribing Procedure for the Administrative Settlement and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes).
4. **BINDING EFFECT.** This AGREEMENT shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.
5. **SEPARABILITY.** If any one or more of the provisions contained in this AGREEMENT or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

6. COMPLIANCE WITH DATA PRIVACY ACT. The Parties shall comply and adhere to the applicable provisions under Republic Act No. 10173 (Data Privacy Act of 2012) and its Implementing Rules and Regulations (IRR) and other issuances of the National Privacy Commission.
7. RATIFICATION. The parties shall be responsible for the ratification of their respective execution of this AGREEMENT before a Notary Public.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have hereunto set their hands below on the date and place indicated in the notarial acknowledgment.

**SOCIAL SECURITY SYSTEM**

By:

**ENGR. EDWIN S. IGHARAS**  
Acting Vice President  
Luzon South 1 Division

**LGU SAN PABLO CITY**

By:

**HON. VICENTE B. AMANTE**  
**CITY MAYOR**

SIGNED IN THE PRESENCE OF:

LILIAN R. BRUCAL  
Acting Branch Head  
SSS San Pablo Branch

MELISSA F. TOLENTINO  
Senior Analyst  
AMS, SSS San Pablo Branch

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
Quezon City\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on this\_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ personally appeared:

Name	Competent Evidence of Identity	Place / Date Issued
<u>EDWIN S. IGHARAS</u>		

known to me to be the same person who executed the foregoing Memorandum of Agreement/Understanding consisting of seven (7) pages, including this page, and he acknowledged to me that the same is his own free and voluntary act and deed and that of the institution he represents.

WITNESS MY HAND AND SEAL on the date and at the place first mentioned herein.

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



SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
HRMO

**SECOND ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public in and for the City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ personally appeared:

Name	Competent Evidence of Identity	Place / Date Issued
VICENTE B. AMANTE		

known to me to be the same person who executed the foregoing Memorandum of Agreement/Understanding consisting of seven (7) pages, including this page, and he acknowledged to me that the same is his own free and voluntary act and deed and that of the institution he represents.

WITNESS MY HAND AND SEAL, on the date and at the place first mentioned herein.

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