

**MEMORANDUM OF AGREEMENT
(MOA)**

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and executed by and between:

The **Cordillera Career Development College** duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at **Buyagan, Poblacion, La Trinidad, Benguet** represented herein by its **Ms. Sherry Junette M. Tagle** and **Mr. James K. Fernando** hereinafter referred to as **GENERATOR**;

-and-

CYBERTECHNOLOGIES CO., a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal business office address at Acop, Barangay Caponga, Tublay, Benguet represented by its **Managing Head, YOLANDA A. PATRIMONIO** and **Operations Supervisor, JULIEN B. FLORES**, herein referred to as the **TRANSPORTER**.

WITNESSETH:

WHEREAS, the **GENERATOR**, in the normal course of its operation generates prescribed hazardous industrial waste/s under Republic Act (RA)6969, which the generator wants to be transported, treated, recycled, recovered, stored and properly disposed of. The **GENERATOR** is registered under the Department of Environment & Natural Resources (DENR)-Environmental Management Bureau (EMB).

WHEREAS, the **TRANSPORTER** warrants that they are duly accredited and licensed by government agencies and registered/accredited by the DENR-EMB to undertake the task and risk in handling and transporting prescribed hazardous industrial wastes, especially that of in compliance with RA 6969, and they offered their services to transport the prescribed hazardous industrial waste/s generated by the **GENERATOR**. The transporter is in alliance through a MOA, with a **TREATER** (Treatment/Recycling/Recovery/ Storage and Disposal [TSD] Facility) which is duly likewise, registered/accredited by the DENR-EMB that offers their services to treat/recycle/recover and store prior to its proper disposal the prescribed hazardous waste/s generated by the **GENERATOR**.

WHEREAS, pursuant to the terms and condition of the Agreement between the **GENERATOR**, **TRANSPORTER** and its allied **TREATER**, the parties agreed to terms and conditions herein stated below:

1. **SCOPE OF WORK AND UNDERTAKING:**

- a. In the course of the Generator's operation, there is prescribed hazardous industrial waste/s produced which the **GENERATOR** wants to properly transport, treat/ recycle/ recover/store prior to its proper disposal.
- b. The **GENERATOR** hereby appoints **TRANSPORTER** to handle the transportation of their generated prescribed hazardous industrial waste/s to the Treatment/Recycling/Recovery/Storage and Disposal (TSD) Facility.
- c. The **GENERATOR** and **TRANSPORTER** shall openly pursue cooperation and collaboration in order to strengthen compliance to DAO 29/Series 1992, use of procedural manual for Hazardous Waste Management in support of RA6969. In this regard, Generator shall engage exclusively with aforementioned Transporter and both shall resolve issues amicably in case of any.
- d. **HANDLING/TRANSPORTATION**
 1. That the **GENERATOR** shall undertake to have their prescribed hazardous industrial waste/s be properly placed in secured, labeled, sealed and leak-free container/s prior to the safe handling and transport of the **TRANSPORTER** for the treatment, recycling, recovery, storage and proper disposal of **TREATER**.
 2. That the **GENERATOR** shall provide all the necessary information and documents for the processing of the necessary permits and clearances prior to the transport of their prescribed hazardous industrial waste/s.
 3. That the **TRANSPORTER** shall secure the necessary Permit to Transport, Hazardous Waste Manifest Form and other associated permits/ clearances from appropriate government agencies, prior to any transportation in compliance with all laws, rules and

regulations including, but not limited to those pertaining pollution control, especially of those stated under RA 6969.

4. That the TRANSPORTER will use its own personnel(s) to immediately and properly handle the transportation of the prescribed hazardous industrial waste/s subject matter to this agreement, from place of Origin to the TSD Facility.
5. The TRANSPORTER warrants the transport vehicle(s) it will use is in compliance with the requirements and regulations of the DENR- EMB as well as in the applicable local ordinances.
6. The Transporter's personnel(s) follow safety rules in handling, loading and transporting prescribed hazardous industrial waste/s within the compound of the GENERATOR. The TRANSPORTER shall be responsible for the compliance at all times to the requirement related to the rules and regulations imposed by the SBMA and EMB.
7. The TRANSPORTER shall observe all necessary precautions to prevent any accidental spillage whatsoever in loading and during transport.

e. TREATMENT (Allied with CyberTechnologies through separate MOA)

1. That the allied TREATER offered their services to treat, recycle, recover, store and properly dispose of prescribed hazardous industrial waste/s generated by the GENERATOR.
2. That the allied TREATER shall secure all the necessary permits and other associated clearances from appropriate government agencies appertaining to its operations prior to any treatment/ recycling/recovery/storage and disposal in compliance with all laws, rules and regulations including but not limited to those pertaining to pollution control especially of those stated under RA 6969.
3. The allied TREATER shall warrant that the treatment, recycling, recovery, storage and disposal processes it will use are in compliance with the requirements and regulations of the DENR-EMB as well as the applicable local ordinances and laws.

- f. That the TRANSPORTER and allied TREATER accept the appointment upon request by the GENERATOR.

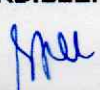
2. OTHER TERMS:

- a) The GENERATOR, TRANSPORTER and allied TREATER guarantee to maintain full confidentiality of any kind of information it has learned about each party's operation including the terms and conditions of this agreement and hereby agree not to disclose the same to any party without the prior consent of concern party.
- b) The GENERATOR, TRANSPORTER and allied TREATER mutual benefit, it is important that hazardous industrial waste/s being transported must be subjected to inspection on its appropriate labels & packaging by the GENERATOR'S authorized representative or PCO to its transport.

That this agreement is valid **ONE YEAR (1)** from the date of signing, it shall be deemed renewed from the same period unless either party notifies the other in writing not later that one month before and expiry of intent not to renew.

IN WITNESS WHEREOF, the parties have signed this instrument this _____ day of _____, 2024 at _____.

CORDILLERA CAREER DEVELOPMENT COLLEGE
(GENERATOR)


SHERRY JUNETTE M. TAGLE, PhD.
Managing Head


JAMES K. FERNANDO
Pollution Control Officer