



Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

JOINT COMMITTEE REPORT

NO. ENR 019-S-2024

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Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH METRO GLOBAL RENEWABLE ENERGY CORPORATION PERTAINING TO THE SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO ELECTRICITY ( PCR 477-2023 dated January 8, 2024)*

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The committee hearing was held on January 18, 2024 at 2:38 PM. It was presided over by the Committee Chairman on Environment and Natural Resources Hon. Levy M. Tela. In attendance were the Vice Chairman Hon. Reynaldo Fabian, Committee Members Hon. Adrielito Gawaran, Hon. Reynaldo Palabrica, Committee Member on Rules and Privileges, Law, and Ordinances Hon. Alejandro Gutierrez, in the presence of Hon. Simplicio Dominguez, Global Renewable Energy Corporation representatives Andrew Lambs, and Ericson Ordoño, Centro Representative Theresa Calo, and from Office of City Legal Services Atty. Marius Sumira.

**FINDINGS:**

The Local Government of Bacoor consents to establish this collaboration with Metro Global Renewable Energy Corporation in order to carry out a feasibility study at no cost for recycling and sustainable processing of municipal solid waste into energy.

Taking into consideration of the parties' shared interests in promoting partnership for recycling and sustainability, turning the city's metric tons of garbage into electricity may lower the growing health risks brought on by landfills without processing the city's solid waste.

Proposal for a potential collaboration is required with the goal of lowering direct and indirect carbon dioxide emissions through the conversion of solid waste into biofuel.

**RECOMMENDATION:**

The City consents to establish this collaboration with METRO GLOBAL in order to carry out a **FEASIBILITY STUDY** only for the sustainable recycling and processing of city trash into electricity at no cost.

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: ARIEL  
DATE: 1/29/24 TIME: 12:56  
BACOR CITY, CAVITE



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City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

After the feasibility study, both parties need to sign another MOA for a subject of final approval with enclose coordination of City Environment and Natural Resources Office.

In view of the foregoing, the Committee respectfully recommends that the proposed resolution mentioned above be **APPROVED**.

**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

Signed this 29th day of January 2024 at the City of Bacoor, Cavite.

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman

  
\_\_\_\_\_  
**COUN. REYNALDO M. FABIAN**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. ADRIELITO G. GAWARAN**  
Member

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

  
\_\_\_\_\_  
**COUN. REYNALDO D. PALABRICA**  
Chairman

  
\_\_\_\_\_  
**COUN. ALEJANDRO GUTIERREZ**  
Member





Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

**JOINT COMMITTEE MINUTES**  
NO. ENR 019-S-2024

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: ARIEL  
DATE: 1/29/24 TIME: 12:54  
BACOR CITY, CAVITE

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Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH METRO GLOBAL RENEWABLE ENERGY CORPORATION PERTAINING TO THE SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO ELECTRICITY ( PCR 477-2023 dated January 8, 2024)*

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The committee hearing was held on 18<sup>th</sup> of January, 2024 about 2:38 PM at the Sangguniang Panlungsod Session Hall, 6<sup>th</sup> floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite. Said hearing was jointly held with the Committee on Rules and Privileges, Laws and Ordinances and attended by various Government officials and Mr. Andrew Lamb and Ericson Ordoño from Metro Global Renewable Energy Corp.

The Committee on Environment and Natural Resources headed by the Committee Chairman Hon. Levy M. Tela together with Committee Vice Chairman Reynaldo Fabian and Committee Member and Hon. Adrielito Gawaran with the Chairman of Committee on Rules and Privileges, Laws, and Ordinances Hon. Reynaldo Palabrica and Committee Member Hon. Alejandro Gutierrez.

Hon. Tela asked Mr. Lamb, the representative from Metro Global Renewable Energy Corporation, about this resolution. Mr. Lamb replied that they submitted their proposal to City of Bacoor to collect all city solid wastes, which primary objective is to convert into electricity. They also stated that they already have a Memorandum of Understanding to the city of Carmona, Dasmariñas and Imus.

Hon. Gutierrez asked what the specific actions were taken by Metro Global Renewable Energy Corporation. MGREC informed the committee that the power plant will be installed in Ayala Techno Park in Naic, Cavite. The city will send all of solid waste to the facility, and it will be processed and turned into energy.

CENRO representative reminds about the Section 1.A and Section 1.B of Scope of Cooperation under Article II of MOU that the Government of City of Bacoor gave their approval to provide all pertinent information regarding the current disposal of solid waste in the city and assist them for all local clearances,



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City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

permits and licenses etc. Unfortunately, on Section 1.C of Article II the Metro Global Renewable Energy Corporation should be responsible in securing all requirements needed for the National government permits.

Hon. Gutierrez asks once more whether the prospective powerplant has issues. They clarified that their project partner on this particular project is the Ayala Corp. Hon. Gawaran inquired about the corporate profile. He was then informed that it had already been submitted.

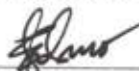
Hon. Palabrica, clarified that this MOU is applicable with the feasibility study alone.

As per CENRO, the city produces a total of 300 tons every day. They clarified that they anticipate working with other cities and municipalities like Imus, Dasma, and Carmona to collect 1000 tons of trash per day.


It was also clarified that the city garbage truck will be used to transport all waste. The city's garbage will all be headed to Naic instead of going to Rodriguez Land Field.

The committee hearing was adjourned at 3:39 PM

Prepared By:

  
\_\_\_\_\_  
**ELENA B. SOMBRANO**  
Clerk

Attested By:

  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman

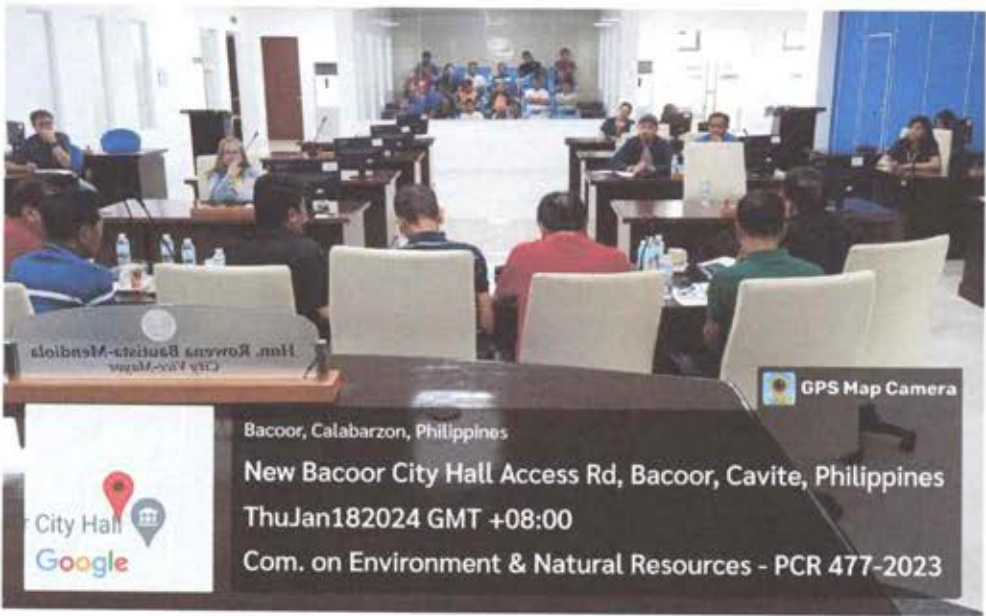




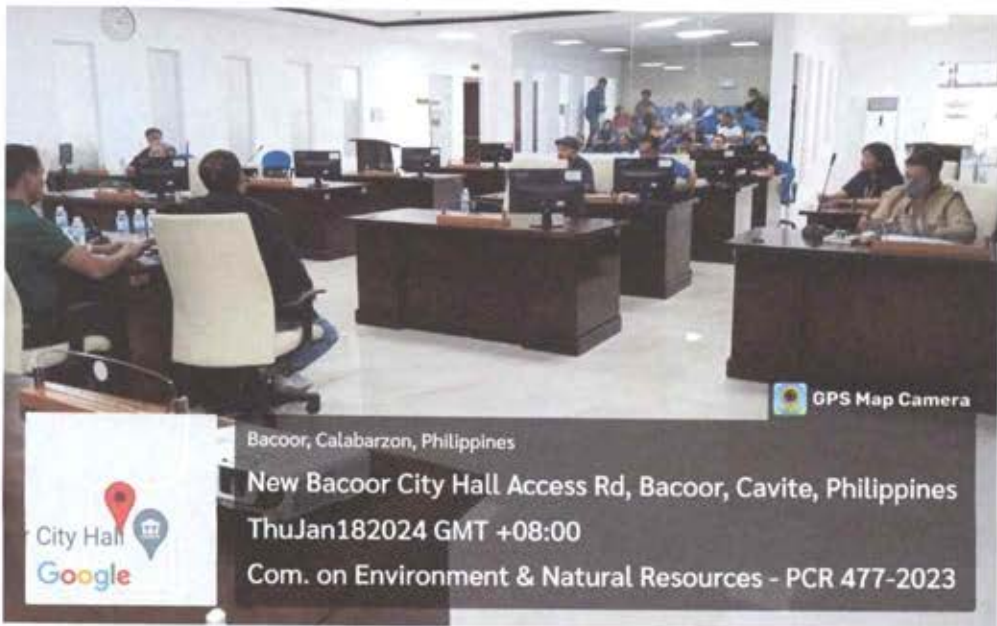




Bacoor, Calabarzon, Philippines  
229 New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines  
ThuJan182024 GMT +08:00  
Com. on Environment & Natural Resources - PCR 477-2023



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**OFFICE OF THE CITY LEGAL SERVICE**  
**ENDORSEMENT NO. 138, SERIES of 2024**

TO : **COUN. LEVY TELA**  
*Chairman, Committee on Environment and Natural Resources*

CC : **Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator's Office*

SUBJECT : **FOR REVIEW AND/OR APPROVAL**  
REVISED DRAFT MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY GOVERNMENT OF BACOR AND METRO  
GLOBAL RENEWABLE ENERGY CORPORATION  
*Re: Sustainable Processing of City Solid Waste into electricity  
which will reduce Carbon Dioxide (CO<sub>2</sub>) emissions by  
eliminating the need for landfills and replacing fossil coal as a  
source of energy*

DATE : 25 JANUARY 2024

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Respectfully endorsing to your good office the revised draft Memorandum of Agreement (MOA) between the CITY GOVERNMENT OF BACOR AND METRO GLOBAL RENEWABLE ENERGY CORPORATION *Re: Sustainable Processing of City Solid Waste into electricity which will reduce Carbon Dioxide (CO<sub>2</sub>) emissions by eliminating the need for landfills and replacing fossil coal as a source of energy, as attached.*

All things found to be in order, we hereby endorse to your good office the revised draft of the above-mentioned agreement for your review and/or approval.

Thank you!

Respectfully,

  
**Atty. REY MARCO B. MENDOZA**  
*Office of the City Legal Services*

Approved by:

  
**Atty. KIM MYCA R. LOFRANCO**  
*City Legal Officer*





**MEMORANDUM OF UNDERSTANDING  
ON SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO  
ELECTRICITY WHICH WILL REDUCE CARBON DIOXIDE (CO2) EMISSIONS  
BY ELIMINATING THE NEED FOR LANDFILLS AND REPLACING FOSSIL  
COAL AS A SOURCE OF ENERGY**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR** is a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as "**LGU BACOOR**"

and

**METRO GLOBAL RENEWABLE ENERGY CORPORATION**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented herein by its Chairman of the Board, **Mr. ROBERT JOHN L. SOBREPENA**, and hereinafter referred to as "**METRO GLOBAL**"

"Party" shall mean LGU BACOOR or METROGLOBAL, if applicable, while the term "Parties" shall mean LGU BACOOR and METROGLOBAL, collectively.

**WITNESSETH:**

**WHEREAS**, considering the mutual interest of the Parties in developing cooperation for accelerating recycling and sustainable processing of the City of Bacoor's metric tons per day city waste into electricity, reducing the increasing health hazards caused by landfills without processing the city solid waste and causing greenhouse gas emissions and improving solid waste management, METRO GLOBAL has communicated to the LGU BACOOR a proposal for a possible partnership with regard to sustainable self-generation of electricity by processing city solid waste into bio-fuel, with the sub-objective of reducing LGU BACOOR's direct and indirect carbon dioxide (CO2) emissions, pursuant to prevailing laws and regulations of the Republic of the Philippines;

**WHEREAS**, METRO GLOBAL requested LGU BACOOR to allow the conduct of a feasibility study, free of charge, that will serve as the basis for a technical and financial proposal for LGU BACOOR, considering other matters such as tipping fees and power purchase agreements with, and other potential off-takers;

**WHEREAS**, the LGU BACCOOR agrees to forge this partnership with METRO GLOBAL for the conduct of, free of charge, feasibility study for recycling and sustainable processing of city solid waste into electricity in the City of Bacoor, Province of Cavite;

**NOW THEREFORE**, for and in consideration of the foregoing, the Parties have hereunto agreed as follows:

## **ARTICLE I THE OBJECTIVES**

- Section 1.** The objective of this MOU is to provide a framework for cooperation between the LGU BACCOOR and METRO GLOBAL for the conduct of a free-of-charge feasibility study for the recycling and sustainable processing of the city solid waste into electricity, with the sub-objective of reducing the LGU BACCOOR's direct and indirect CO2 emissions, and improve the quality of sanitation services in the City of Bacoor.
- Section 2.** The Parties understand that this MOU is preliminary in nature. The MOU is not intended to vest preferential rights over the project, nor does it bind LGU BACCOOR to award any project, favor, or grant to METRO GLOBAL. However, both Parties are expected to always act in good faith and pursuant to the commitments set forth in this MOU.

## **ARTICLE II SCOPE OF COOPERATION**

- Section 1.** The LGU BACCOOR shall:
- A.** Provide relevant information on existing city solid waste management, disposal, processing, and treatment within the City of Bacoor, including sites and landfills located within its jurisdiction;
  - B.** Assist METRO GLOBAL in obtaining local clearances, approvals, permits, and licenses required by the LGU BACCOOR in connection with the conduct of a free-of-charge feasibility study within the City of Bacoor and
- Section 2.** The METRO GLOBAL shall:
- A.** Carry out feasibility assessments to determine the most technically and financially sustainable options or technologies for converting city solid waste into electricity and biofuel. It is understood and agreed that METRO GLOBAL should be held answerable for the entire cost of the pre-feasibility or project study and related pre-development activities in relation to its obligations as stated herein;
  - B.** Provide and secure the necessary permits, approval, and clearances from the different national agencies and government authorities in the conduct of the feasibility study and
  - C.** Introduce economic, technical, and financial consultants and partners, without costs on the part of LGU BACCOOR, who shall assist in the conduct of the feasibility study in the City of Bacoor;

### ARTICLE III CONFIDENTIALITY AND DATA PRIVACY

- Section 1.** The Parties expressly warrant and agree that they shall not, during and after the existence of this MOU, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party, including the systems, methods, and feasibility outputs, which may come to their knowledge and/or possession, in the performance of, or connection with this MOU. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the conduct of feasibility study and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- Section 2.** In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this MOU or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.
- Section 3.** Each Party shall be solely and exclusively liable for any breach of its obligations under this MOU and for any breach by it of Philippine Privacy Laws during the effectivity of this MOU. TASKUS shall indemnify and hold LGU BACCOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

### ARTICLE IV INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

- Section 1.** The Parties will share all data and feasibility research findings and respect patent rights, copyrights, and other intellectual property rights regarding any discoveries, inventions, and products resulting from this MOU.
- Section 2.** Both Parties must give a written approval for the utilization and publication of the data and research findings.
- Section 3.** The Agreement of Implementation shall define the detailed arrangement of findings and their Intellectual Property Rights and Publication.
- Section 4.** Ownership of the resulting Feasibility Study shall remain with METRO GLOBAL METRO GLOBAL and shall share the Feasibility Study relative to the purpose of this MOU with LGU BACCOOR.



## ARTICLE V TERM AND TERMINATION

**Section 1.** Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date, and automatically be terminated on June 30, 2025. This MOU may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this MOU without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this MOU or commits a material breach of any other terms and conditions of this MOU, or unjustifiable refusal or fails to perform any of its obligations under this MOU, the aggrieved Party may terminate this MOU (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

## ARTICLE VI SETTLEMENT OF DIFFERENCES

**Section 1.** Any differences related to the interpretation or implementation of the MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.

## ARTICLE VII MISCELLANEOUS PROVISIONS

**Section 1. NON-EXCLUSIVITY.** METRO GLOBAL agrees that nothing in this MOU shall in any way preclude other similar entities from entering into any agreement with the LGU BACOOR that offers similar or analogous programs and/or services.

**Section 2. SEVERABILITY.** In the event that any provision of this MOU is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this MOU shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this MOU.

**Section 3. AMENDMENTS.** This MOU may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

**Section 4. GOOD FAITH.** In complying with and implementing the terms of this MOU the Parties shall exercise good faith and cooperation to fulfill their common objective.

- Section 5. ENTIRE AGREEMENT AND INTEGRATION.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- Section 6. RELATIONSHIP OF PARTIES.** The relationship of the Parties under and in relation to this MOU shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- Section 7. NON-WAIVER.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this MOU shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this MOU by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this MOU.
- Section 8. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- Section 9. APPLICABLE LAW/VENUE OF SUITS.** This MOU shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this MOU shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this MOU as of the date and at the place set forth above.

**CITY GOVERNMENT  
OF BACCOOR**

By:

**HON. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_  
Series of \_\_\_\_

**METRO GLOBAL RENEWABLE  
ENERGY CORPORATION**

By:

**Mr. ROBERT JOHN L. SOBREPENA**  
*Chairman of the Board*

SIGNED IN THE PRESENCE OF:

**Mr. ROLANDO R. VOCALAN**  
Officer-in-Charge  
Bacoor City Environment and National  
Resources Office

<FULL NAME>  
<Position/Designation>

**ACKNOWLEDGEMENT**

Republic of the Philippines  
BACOR CITY, PROVINCE OF CAVITE ) S.S.

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, personally appeared the following:

NAME	Government Issued ID	Place/Date of Issue
STRIKE B. REVILLA		
ROBERT JOHN L. SOBREPENA		

known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free will and voluntary act and deed.

This instrument refers to a *Memorandum of Understanding*, which consists of \_\_\_\_\_ (\_\_\_) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL**, on the date and at the place first written above.

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 2023





Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

CGBCR-SPBac-F005.00  
10/20/2023

OFFICE OF THE SANGGUNIANG PANLUNGSOD

PCR 477-2023 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH METRO GLOBAL RENEWABLE ENERGY CORPORATION PERTAINING TO THE SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO ELECTRICITY. "



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

Office of the Mayor

November 29, 2023

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor of Bacoor  
Bacoor Government Center  
Bacoor, Cavite



THRU: Atty. Khalid Atega, Jr.  
Sanggunian Panlungsod Secretary

SUBJECT: Request for Authority to Sign a Memorandum of Understanding with Metro Global Renewable Energy Corporation, pertaining to the Sustainable Processing of City Solid Waste into Electricity which will Reduce Carbon Dioxide Emissions by Eliminating the Need for Landfills, and Replacing Fossil Coal as a Source of Energy

Hon. Bautista-Mendiola:

In line with the undersigned's intention to assist Metro Global Renewable Energy Corporation, pertaining to the conduct of a free-of-charge feasibility study for the recycling and sustainable processing of the city solid waste into electricity, with the sub-objective of reducing the City of Bacoor's direct and indirect CO2 emissions, and improve the quality of sanitation services in the City of Bacoor. Attached herewith is the draft Memorandum of Understanding stating the basic terms and conditions for your reference.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions to grant the undersigned an authority to enter into and sign the above-mentioned Memorandum of Understanding.

Thank you very much!

Sincerely,

HON. STRIKE B. REVILLA  
City Mayor



[BACK](#)



Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

CGBCR-SPBac-F005.00  
10/20/2023

OFFICE OF THE SANGGUNIANG PANLUNGSOD

CGBCR -OCLS-02-F04.00  
10/20/2023

**MEMORANDUM OF UNDERSTANDING**  
ON SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO  
ELECTRICITY WHICH WILL REDUCE CARBON DIOXIDE (CO<sub>2</sub>) EMISSIONS  
BY ELIMINATING THE NEED FOR LANDFILLS AND REPLACING FOSSIL  
COAL AS A SOURCE OF ENERGY

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOR** is a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as "**LGU BACOR**"

and

**METRO GLOBAL RENEWABLE ENERGY CORPORATION**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented herein by its Chairman of the Board, **Mr. ROBERT JOHN L. SOBREPENA**, and hereinafter referred to as "**METRO GLOBAL**"

"Party" shall mean LGU BACOR or METROGLOBAL, if applicable, while the term "Parties" shall mean LGU BACOR and METROGLOBAL, collectively.

**WITNESSETH:**

**WHEREAS**, considering the mutual interest of the Parties in developing cooperation for accelerating recycling and sustainable processing of the City of Bacoor's metric tons per day city waste into electricity, reducing the increasing health hazards caused by landfills without processing the city solid waste and causing greenhouse gas emissions and improving solid waste management, METRO GLOBAL has communicated to the LGU BACOR a proposal for a possible partnership with regard to sustainable self-generation of electricity by processing city solid waste into bio-fuel, with the sub-objective of reducing LGU BACOR's direct and indirect carbon dioxide (CO<sub>2</sub>) emissions, pursuant to prevailing laws and regulations of the Republic of the Philippines;

**WHEREAS**, METRO GLOBAL requested LGU BACOR to allow the conduct of a feasibility study, free of charge, that will serve as the basis for a technical and financial proposal for LGU BACOR, considering other matters such as tipping fees and power purchase agreements with, and other potential off-takers;

1

*Memorandum of Understanding between the City Government of Bacoor and  
Metro Global Renewable Energy Corporation*

BACK

*Ay en sa NAIC*





OFFICE OF THE SANGGUNIANG PANLUNGSOD

CGBCR -OCLB-02-F04.00  
10/20/2023

WHEREAS, the LGU BACCOOR agrees to forge this partnership with METRO GLOBAL for the conduct of, free of charge, feasibility study for recycling and sustainable processing of city solid waste into electricity in the City of Bacoor, Province of Cavite;

NOW THEREFORE, for and in consideration of the foregoing, the Parties have hereunto agreed as follows:

ARTICLE I  
THE OBJECTIVES

- Section 1. The objective of this MOU is to provide a framework for cooperation between the LGU BACCOOR and METRO GLOBAL for the conduct of a free-of-charge feasibility study for the recycling and sustainable processing of the city solid waste into electricity, with the sub-objective of reducing the LGU BACCOOR's direct and indirect CO2 emissions, and improve the quality of sanitation services in the City of Bacoor.
- Section 2. The Parties understand that this MOU is preliminary in nature. The MOU is not intended to vest preferential rights over the project, nor does it bind LGU BACCOOR to award any project, favor, or grant to METRO GLOBAL. However, both Parties are expected to always act in good faith and pursuant to the commitments set forth in this MOU.

ARTICLE II  
SCOPE OF COOPERATION

Section 1. The LGU BACCOOR shall:

- A. Provide relevant information on existing city solid waste management, disposal, processing, and treatment within the City of Bacoor, including sites and landfills located within its jurisdiction;
- B. Assist METRO GLOBAL in obtaining local clearances, approvals, permits, and licenses required by the LGU BACCOOR in connection with the conduct of a free-of-charge feasibility study within the City of Bacoor and

? c. Met  
(deleted)

waste analysis  
Provide the necessary assistance for the coordination between METRO GLOBAL and other national government in securing relevant data from different national agencies and other government authorities relating to solid waste analysis composition of solid waste in the City of Bacoor, geographical distribution by volume and category of solid waste in the City of Bacoor, meteorological reports in City of Bacoor, electricity usage in the City of Bacoor, and rules and regulations by different government agencies relating to solid waste management, disposal and treatment, and electricity production and distribution in the City of Bacoor.

Section 2. The METRO GLOBAL shall:

- A. Carry out feasibility assessments to determine the most technically and financially sustainable options or technologies for converting city solid waste into electricity and biofuel. It is understood and agreed that METRO GLOBAL should be held answerable for the entire cost

2  
Memorandum of Understanding between the City Government of Bacoor and Metro Global Renewable Energy Corporation

convince/suggestion/opinion/provide time frame/mag usap  
propose na  
deferral until such time  
mag usap muna kyo w/ legal  
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of the pre-feasibility or project study and related pre-development activities in relation to its obligations as stated herein;

- B. Provide and secure the necessary permits, approval, and clearances from the different national agencies and government authorities in the conduct of the feasibility study and
- C. Introduce economic, technical, and financial consultants and partners, without costs on the part of LGU BACCOOR, who shall assist in the conduct of the feasibility study in the City of Bacoor;

**ARTICLE III  
CONFIDENTIALITY AND DATA PRIVACY**

- Section 1.** The Parties expressly warrant and agree that they shall not, during and after the existence of this MOU, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party, including the systems, methods, and feasibility outputs, which may come to their knowledge and/or possession, in the performance of, or connection with this MOU. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the conduct of feasibility study and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- Section 2.** In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this MOU or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.
- Section 3.** Each Party shall be solely and exclusively liable for any breach of its obligations under this MOU and for any breach by it of Philippine Privacy Laws during the effectivity of this MOU. TASKUS shall indemnify and hold LGU BACCOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

**ARTICLE IV  
INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION**

- Section 1.** The Parties will share all data and feasibility research findings and respect patent rights, copyrights, and other intellectual property rights regarding any discoveries, inventions, and products resulting from this MOU.

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- Section 2.** Both Parties must give a written approval for the utilization and publication of the data and research findings.
- Section 3.** The Agreement of Implementation shall define the detailed arrangement of findings and their Intellectual Property Rights and Publication.
- Section 4.** Ownership of the resulting Feasibility Study shall remain with METRO GLOBAL METRO GLOBAL and shall share the Feasibility Study relative to the purpose of this MOU with LGU BACOR.

**ARTICLE V  
TERM AND TERMINATION**

- Section 1.** Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date, and automatically be terminated on June 30, 2025. This MOU may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this MOU without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this MOU or commits a material breach of any other terms and conditions of this MOU, or unjustifiable refusal or fails to perform any of its obligations under this MOU, the aggrieved Party may terminate this MOU (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

**ARTICLE VI  
SETTLEMENT OF DIFFERENCES**

- Section 1.** Any differences related to the interpretation or implementation of the MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

- Section 1. NON-EXCLUSIVITY.** METRO GLOBAL agrees that nothing in this MOU shall in any way preclude other similar entities from entering into any agreement with the LGU BACOR that offers similar or analogous programs and/or services.
- Section 2. SEVERABILITY.** In the event that any provision of this MOU is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this MOU shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the

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original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this MOU.

- Section 3. AMENDMENTS.** This MOU may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.
- Section 4. GOOD FAITH.** In complying with and implementing the terms of this MOU the Parties shall exercise good faith and cooperation to fulfill their common objective.
- Section 5. ENTIRE AGREEMENT AND INTEGRATION.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- Section 6. RELATIONSHIP OF PARTIES.** The relationship of the Parties under and in relation to this MOU shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- Section 7. NON-WAIVER.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this MOU shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this MOU by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this MOU.
- Section 8. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- Section 9. APPLICABLE LAW/VENUE OF SUITS.** This MOU shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this MOU shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

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IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this MOU as of the date and at the place set forth above.

CITY GOVERNMENT  
OF BACOR

METRO GLOBAL RENEWABLE  
ENERGY CORPORATION

By:

By:

HON. STRIKE B. REVILLA  
City Mayor  
City Resolution No. \_\_\_\_  
Series of \_\_\_\_

Mr. ROBERT JOHN L. SOBREPENA  
Chairman of the Board

SIGNED IN THE PRESENCE OF:

Mr. ROLANDO R. VOCALAN  
Officer-in-Charge  
Bacoor City Environment and National  
Resources Office

<FULL NAME>  
<Position/Designation>

ACKNOWLEDGEMENT

Republic of the Philippines  
BACOR CITY, PROVINCE OF CAVITE ) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite,  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared the following:

NAME	Government issued ID	Place/Date of issue
STRIKE B. REVILLA		
ROBERT JOHN L. SOBREPENA		

known to me to be the same persons who executed the foregoing instrument, and they  
acknowledged to me that the same is their free will and voluntary act and deed.

This instrument refers to a *Memorandum of Understanding*, which consists of \_\_\_\_ ( )  
pages, including the page whereon this acknowledgment is written, and which is signed  
by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 2023

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