



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

CGBCR-SPBac-F003.00
10/20/2023

Office of the Sangguniang Panlungsod
Received by: Jenet Pring
Date: 4/14/2024
Time: 3:30 PM

OFFICE OF THE SAGGUNYANG PANLUNGSOD

COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

AND

COMMITTEE ON LABOR, TRADE, COMMERCE AND INDUSTRY

JOINT COMMITTEE REPORT

NO. ICT-021-S-2024

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN AMEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH ASIA FOUNDATION ON THE CONDUCT OF SERIES OF GO DIGITAL ASEAN PROGRAM IN THE CITY OF BACOOR TO EXPAND CAPACITY DEVELOPMENT AND MENTORSHIP TRAINING OPPORTUNITIES FOR THE BACOOR MSMEs - PCR-544-2024 dated March 18, 2024

Referred to the Joint Committee is the above-subject matter for appropriate action and recommendation.

BACKGROUND:

The **Asia Foundation** is a nonprofit international development organization committed to improving lives across the developing Asia, and mainly focused on good governance, women empowerment and gender equality, including economic growth, environment and climate action, and regional and international relations.

The Asia Foundation launched the **Go Digital ASEAN** in the early days of the pandemic in partnership with the **ASEAN Coordinating Committee on Micro, Small and Medium Enterprises (ACCMSME)** with the support of Google.org, the Google's philanthropic arm.

The project was designed to broaden digital participation of people from rural regions and underserved communities, particularly the women-led small and micro-businesses, the underemployed youth, ethnic minorities, and people with disabilities (PWDs) to create a more inclusive ASEAN region.



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THE LOCALIZED AND IMMERSIVE TRAINING:

Go Digital ASEAN, a digital upskilling program aims to provide more advanced and fit-to-purpose for micro and small business owners, to help business owners strategize their growth plans in their own context, and connect them with a broader network of entrepreneurs from across the region.

Th capacity development and mentorship training with a target of about fifty to sixty (50-60) attendees from the different sectors (employees, students, NGOs, HOAs, MSMEs, business associations and cooperatives) aims to narrow the digital divide and empower the Bacooreno entrepreneurs in the ever evolving digital economy.

Under the Memorandum of Agreement the schedule of training program are proposed to be held on the following dates:

April 11, 2024
April 23, 2024
May 17, 2024
June 07, 2024

FINDINGS:

The Committee upon review of the terms and conditions provided in the Memorandum of Agreement found that the recommended amendments of the Office of the City Legal Service, Bacoor City under its Endorsement No. 300, Series of 2024 dated February 27, 2024 are properly adopted.

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Joint Committee hereby recommend **TO APPROVE** the City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement with the Asia Foundation for the conduct of localized and immersive training involving the Go Digital ASEAN Program, subject to the existing government policies, accounting and auditing rules and regulation.



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City of Bacoor

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10/20/2023

OFFICE OF THE SAGGUNIANG PANLUNGSOD

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

Signed this ____ day of March 2024 at the City of Bacoor, Cavite.

THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION


HON. ROGELIO M. NOLASCO
Chairman

HON. ALEJANDRO F. GUTIERREZ
Vice Chairperson


HON. REYNALDO D. PALABRICA
Member


HON. ADRIELITO G. GAWARAN
Member



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City of Bacoor

CGBCR-SPBac-F003.00
10/20/2023

OFFICE OF THE SAGGUNIANG PANLUNGSOD

THE COMMITTEE ON LABOR, TRADE COMMERCE AND INDUSTRY

HON. REYNALDO M. FABIAN
Chairman

HON. ROBERTO L. ADVINCULA
Member

HON. MICHAEL E. SOLIS
Member

Prepared by:

ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I



Committee on Finance, Budget and Appropriation

EXCERPT FROM THE MINUTES OF REGULAR SESSION

NO. ICT-021-S-2024

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE ASIA FOUNDATION ON THE CONDUCT OF SERIES OF GO DIGITAL ASEAN PROGRAM IN THE CITY OF BACOR TO EXPAND CAPACITY DEVELOPMENT AND MENTORSHIP TRAINING OPPORTUNITIES FOR THE BACOR MSMEs. – PCR-544-2024 Dated March 18, 2024.*

Honorable Rowena Bautista Mendiola, Presiding Officer called the 84th Regular Session to order.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 83rd Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

On motion by Honorable Rogelio M. Nolasco which was unanimously seconded by the majority of the Honorable Members of Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of Agenda Item No. **F.1.3 – PCR-544-2024** – “**A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE ASIA FOUNDATION ON THE CONDUCT OF SERIES OF GO DIGITAL ASEAN PROGRAM IN THE CITY OF BACOR TO EXPAND CAPACITY DEVELOPMENT AND MENTORSHIP TRAINING OPPORTUNITIES FOR THE BACOR MSMEs.**” Honorable Rogelio M. Nolasco moved the approval for the Resolution authorizing the City Mayor to sign the Memorandum of Agreement with the Asia Foundation on the conduct of series of Go digital ASEAN Program to expand capacity development and mentorship training opportunities for the Bacoor Medium and Small Enterprise, Employees, Students, NGO's and HOA's in coordination with LEDIPO Department of the City of Bacoor.

The motion was unanimously seconded by the majority of Honorable Members of the 5th Sangguniang Panlungsod. A Resolution authorizing the City



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City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD

Mayor Hon. Strike B. Revilla to sign a memorandum of agreement on behalf of the City Government of Bacoor with the Asia Foundation on the conduct of series of Go Digital ASEAN Program in the City of Bacoor to expand capacity development and mentorship training opportunities for the Bacoor MSMEs was **APPROVED**.

The regular session was closed and adjourned at 12:29 P.M.

Prepared By:

EDGARDO B. NOLASCO
CLERK

Attested By:

COUN. ROGELIO "BOK" M. NOLASCO
Chairman
Committee on Finance, Budget and Appropriation



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the Mayor

*PC 12-544
March 14
ICT-021*

March 8, 2024

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

Thru: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

Subject: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action the letter received by the Office of the City Mayor on 8 March 2024, from the Local Economic Development and Investment Promotions Office (LEDIPO), relative to the proposed partnership of the City Government of Bacoor with Asia Foundation on the conduct of series of GO Digital ASEAN Program in the City of Bacoor to expand capacity development and mentorship training opportunities for the Bacoor MSMEs. The said program is vital for the digital transformation of MSMEs, enabling it to reduce operational costs and reach larger markets.

Attached herewith is the aforementioned letter, including its attachments, for your immediate reference.

I trust that you give this matter your utmost consideration.

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL

DATE: 3/11/24 TIME: 11:26
BACOR CITY, CAVITE

Sincerely yours,


STRIKE B. REVILLA
City Mayor

 Office of the Mayor 
Strike B. Revilla



SBR20241336


STRIKE AS
Address: Bacoor Government Center, Bacoor Blvd. Brgy. Bayan City of Bacoor, Cavite
Trunkline: 434-1111 Website: www.bacoor.gov.ph

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City of Baltimore
City Government of Baltimore
LEDIPO

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City Government of Baltimore

[Redacted text block]

[Redacted text block]

April 11, 2024
April 20, 2024
May 17, 2024
June 7, 2024

[Redacted text block]





LAGOS STATE GOVERNMENT
Lagos State Government
Lagos State

CITY GOVERNMENT OF LAGOS

LEDIPO

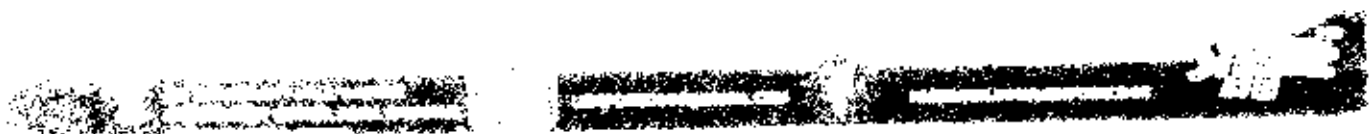
LAGOS STATE GOVERNMENT
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- To provide a platform for the people of Lagos
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Attn: Secretary
Lagos LEDIPO Bureau





OFFICE OF THE CITY LEGAL SERVICE
CITY OF BACCOOR

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 300, SERIES of 2024

TO: KATHRINA J. SANCHEZ
Head LEDIPO

CC: ATTY. AIMEE TORREFRANCA-NERI
Head City Administrator's Office

SUBJECT: Contract Review of the proposed Memorandum of Understanding between City Government of Bacoor and The Asia Foundation

DATE: 27 February 2024

On 14 February 2024 the Local Economic Development and Investment Promotions Office (LEDIPO) transmitted to this Office a copy of Memorandum of Understanding between City Government of Bacoor and The Asia Foundation for its review.

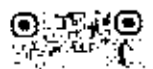
After a careful perusal this Office interposes no objection to the provisions of the proposed City Resolution.

I. COMMENT

On Commitments of the City Government of Bacoor in providing major support in securing appropriate venue under Part I paragraph 7.

Based on records and after a confirmation meeting with Ms Janine of LEDIPO she explained that the City will not release any funds with respect to this Memorandum of Understanding (MoU). However, she clarified that under paragraph 7 of the MoU the City Government of Bacoor will provide major support in securing an appropriate venue for the workshop which shall be conducted only within the Bacoor Government Center with the assistance of the Management Information System (MIS) of the City of Bacoor.

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Hence, it is only proper to indicate in the MoU that the venue shall only be within the Bacoor Government Center.

On Commitments of the City Government of Bacoor in providing a minimum of fifty (50) participants under Part I paragraph 8

After clarifying the matters with Ms Janine of LEDPO, she elucidated that their office will send invitations and that the minimum fifty (50) participants will come from the accredited micro, small, and medium enterprises (MSMEs) and Bacoor City accredited business associations.

Thus, it is of the opinion of this Office that the MoU be updated to reflect the intent of the City that the audience shall be from accredited MSMEs and business associations.

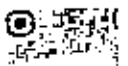
On Commitments of the Non-Legally Binding clause of the MoU under Part II paragraph A and Miscellaneous Provisions

The subject MoU and the terms contained therein are contractual, and not a mere recital. Thus, all agreements, covenants, conditions, and obligations contained in the MoU shall be legally binding upon and inure to the benefit of the parties thereto and their respective successors and assigns. As such, the Part II paragraph shall be edited to reflect the intention of the parties that the MoU shall be legally binding; and therefore, the Memorandum of Agreement be changed into Memorandum of Agreement.

There is also no Miscellaneous Provisions in the MOA, as such, miscellaneous provisions should be added.

As a result, the following changes shall read as follows:

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ORIGINAL DRAFT

PROPOSED REVISED DRAFT /
ADDENDUMS

Memorandum of Understanding

Memorandum of Agreement

7 Provide major support in securing an appropriate venue for the workshop with the following considerations:

- a. Accessible location conducive for learning, and able to accommodate the expected number of participants;
- b. Has stable Wi-Fi and internet connection that participants can use;
- c. Has technical support requirements (e.g. projector/s, screens, audio set-up, etc.).

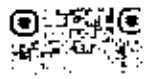
8 Provide a minimum of 50 participants/attendees for each training session(s) to participate in the upcoming workshop.

7 Provide major support in securing an appropriate venue for the workshop that will only be conducted within Bacoor Government Center with the assistance of Management Information System of Bacoor and with the following considerations:

- a. Accessible location, conducive for learning, and able to accommodate the expected number of participants;
- b. Has stable Wi-Fi and internet connection that participants can use;
- c. Has technical support requirements (e.g. projector/s, screens, audio set-up, etc.).

8 Provide a minimum of 50 participants/attendees for each training session(s) to participate in the upcoming workshop. such fifty (50) participants will be sourced from various accredited micro, small, and medium enterprises (MSMEs) and Bacoor City accredited business associations.

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II MISCELLANEOUS PROVISIONS

A NON-LEGALLY BINDING AND NON-EXCLUSIVITY

Each party agrees and acknowledges that this MOU is non-binding legally and non-exclusive

II. MISCELLANEOUS PROVISIONS

A LEGALLY BINDING AND NON-EXCLUSIVITY

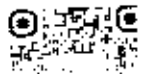
The rights, privileges, benefits and obligations under this Memorandum of Agreement are intended to be legal obligations between the City Government of Bacoor and The Asia Foundation, and binding upon its successors and assigns. This MoA is a legal, valid, and binding obligation of each Party enforceable against each Party in accordance with the terms and conditions of the MOA.

This is not an exclusive agreement. Nothing in this Agreement shall limit a Party's ability to enter into arrangements and/or agreements with any third party.

E MISCELLANEOUS PROVISIONS

E 1 Complete Agreement This Agreement contains the entire and complete agreement among the Parties on the subject matter, and the same shall supersede any representations, understandings or agreements verbal or written, implied or express, previously made or entered into by them

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E 2 Counterparts This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument.

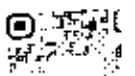
E 3 Authority Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

E 4 Good Faith in complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfil their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

E 5 Binding Effect This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

E 6 Amendments This Agreement shall not be altered, changed, supplanted or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if

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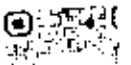
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made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous *verba* and/or written arrangements about the subject of this Agreement shall be considered null and void.

E.7 Relationship of Parties
The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. 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.

E.8 Non-Waiver of Rights
The failure of a Party to insist upon strict performance of any of the terms, conditions and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right or remedy that the aforesaid Party may have nor shall it be construed as a waiver of any subsequent breach of the

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CITY OF BACOR

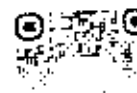
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same or other terms, conditions, and covenants. Any waiver, extension or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension or forbearance of any other term, condition and/or covenant of this Agreement.

E.9. Dispute Resolution: Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party specifying the alleged dispute and proposing a schedule for the amicable settlement. Thereafter, the dispute may be subject to arbitration by the Office of the Government Corporate Counsel (OGCC) pursuant to the Administrative Code's provisions and pertinent governmental rules and regulations.

E.10. Separability: If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this

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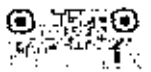
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Memorandum of Agreement had they known the invalidity or unenforceability thereof.

E 11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, excluding all other venues.

E 12. Notice. Except as may be otherwise expressly provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

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CITY OF BACCOOR

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II. RECOMMENDATION

WHEREFORE, premises considered this Office respectfully recommends that the above discussions be considered prior to the City Government of Bacoor's engagement with the above draft Memorandum of Agreement Understanding

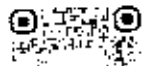
Respectfully

ATTY. JOSHUA A. FLORES
Office of the City Legal Services

Approved by

ATTY. KIM NYCA R. LOFRANCO
City Legal Officer

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between

The City Government of Bacoor, a government entity duly registered and existing under Philippine Laws with principal offices at Bacoor City, represented herein by its Mayor Strike B. Revilla and hereinafter referred to as "**City Government of Bacoor**";

and

THE ASIA FOUNDATION, a nonprofit international development organization, with its principal address at Unit 2001 Greenfield Tower Mayflower corner Williams Street Greenfield District Mandaluyong City, represented in this act by its Country Representative **SAM CHITTICK**, and hereinafter referred to as the "**FOUNDATION**";

WITNESSETH:

WHEREAS, the Philippine Development Plan 2023-2028, which was approved and adopted last January 27, 2023, recognizes rapid digitalization as an emerging global and regional trend and digital transformation as an underlying theme of the medium-term development plan;

WHEREAS, the City Government of Bacoor aims to institute good governance, promote culture, trade, and investment in the City through modern technology towards a safe and sound environment;

WHEREAS, the City Government of Bacoor works to create and develop high-impact and relevant policies and programs that shall make the City of Bacoor attractive to potential investors within and outside the city, to enhance existing policies and programs related to the business sector and make them more current, useful, and adaptive to the changing times;

WHEREAS, the City Government of Bacoor is keen on ushering the digital transformation of MSMEs, enabling them to reduce operational costs and reach larger markets, and is continuously promoting programs that will expedite the digitalization of MSMEs and cooperatives through workshops and seminars, thus assisting the city's business and economic sector, especially the micro, small, and medium enterprises (MSMEs) and the emerging entrepreneurs, by making Bacoor's business-related transactions more accessible, transparent, and efficient;

WHEREAS, the FOUNDATION is a nonprofit international development organization committed to improving lives across a dynamic and developing Asia by strengthening governance, expanding economic opportunity, increasing environmental resilience, empowering women, and promoting international cooperation;

WHEREAS, the FOUNDATION is implementing phase 2 of the Go Digital ASEAN Program in the Philippines, which seeks to expand capacity development from phase 1 and provides mentorship training opportunities for Filipino MSMEs to increase and enhance their participation in the digital economy as part of the ASEAN Digital Integration Framework, set out by the ASEAN Coordinating Committee on MSMEs (ACCMSME);

WHEREAS, City Government of Bacoor and the FOUNDATION mutually agree to collaborate to reach more micro, small, and medium enterprises (MSMEs) and provide additional opportunities for immersive learning through the Go Digital ASEAN Program in the Philippines.

NOW THEREFORE, for and in consideration of the foregoing, the parties have mutually and voluntarily agreed to the following terms and conditions:

COMMITMENTS OF THE PARTIES

The City Government of Bacoor shall:

1. Designate a point person who shall be responsible for maintaining communication and coordination with the FOUNDATION.
2. Provide advice and information on uptake from stakeholders and similar digital learning activities to be conducted by City Government of Bacoor and partners and recommendations on potential.
3. Provide major support in the identification of eligible individuals to participate as learners in the training sessions.
4. Work with the FOUNDATION to identify suitable training schedules.
5. Support the local coordination and mobilization of participants to attend training sessions.
6. Assist in disseminating information materials regarding the conduct of digital literacy programs in its social media channels and websites and provide feedback on the information materials as to compliance with branding guidelines and requirements as may be necessary.
7. Provide major support in securing an appropriate venue for the workshop that will only be conducted within the Bacoor Government Center with the assistance of the Management Information System of Bacoor and with the following considerations:
 - a. Accessible location conducive for learning and able to accommodate the expected number of participants.
 - b. Has stable Wi-Fi and internet connection that participants can use.
 - c. Has technical support requirements (e.g. projectors, screens, audio set-up, etc.).
8. Provide a minimum of 50 participants/attendees for each training sessions to participate in the upcoming workshop; such fifty (50) participants will be sourced from various accredited micro, small, and medium enterprises (MSMEs) and Bacoor City accredited business associations.
9. Ensure that no participation or registration charges fall on the attendees to join any Go Digital ASEAN Program activities or initiatives under supported by this memorandum.
10. Support the implementation of all City Government of Bacoor training sessions on agreed-upon schedules.
11. Coordinate with the FOUNDATION in conducting other activities that may be needed to promote digital literacy and upskilling during the partnership.

The FOUNDATION shall:

1. Work closely with the City Government of Bacoor for the successful implementation of program activities (within and outside training sessions).
2. Coordinate the implementation of training sessions and procurement of other necessary training resource.
3. Provide subject-matter experts to serve as trainers at the session.
4. Provide relevant training materials and resources to learners/participants.

by any of the parties covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA

D. DURATION & TERMINATION

The MOA shall take effect from January 1, 2024 to December 31, 2024 unless terminated by any party upon written notice of one party to the other at least one (1) month prior to the date of termination. The parties may agree to extend this MOA as agreed in writing.

E. MISCELLANEOUS PROVISIONS

E.1 Complete Agreement. This Agreement contains the entire and complete agreement among the Parties on the subject matter, and the same shall supersede any representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them.

E.2 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

E.3 Authority. Each Party represents and warrants on its own behalf that the individual signing this Agreement 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.

E.4 Good Faith. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

E.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

E.6 Amendments. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

E.7 Relationship of Parties. The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. 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.

E.8 Non-Waiver of Rights. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be

deemed a relinquishment or waiver of any right or 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 Agreement 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 Agreement.

E 9. Dispute Resolution: Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute and proposing a schedule for the amicable settlement. Thereafter, the dispute may be subject to arbitration by the Office of the Government Corporate Counsel (OGCC) pursuant to the Administrative Code's provisions and pertinent governmental rules and regulations.

E 10. Separability: If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

E 11. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, excluding all other venues.

E 12. Notice: Except as may be otherwise expressly provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures
this _____ at _____ Philippines

STRIKE B. REVILLA
Mayor

City Government of Bacoor

SAM CHITTICK
Philippines Country
Representative
The Asia Foundation

WITNESSES:

**[COMPLETE NAME OF
WITNESS]**
[Title]
City Government of Bacoor

PATRICK BOLANOS
Regional Program Officer
The Asia Foundation

ACKNOWLEDGMENT

Republic of the Philippines)
Makati, S.S

Before me this _____ day of _____, 20____, personally appeared

Name	Competent Evidence of Identity	Date/Place of Issue
HON. STRIKE B. REVILLA		
SAM CHITTICK	Australian Passport No. P54259052	June 29, 2024 - Sydney Australia

Known to me to be the same persons who executed the foregoing instrument, and each acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of the principal represented.

The foregoing instrument refers to a Memorandum of Agreement that consists of four (4) pages, including the page on which this Acknowledgment is written.

WITNESS MY HAND AND SEAL

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024