



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT
CRPLO-PCR-691-2024

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: 18 JAN 2025
Time: 7:13 AM

Subject: A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding between the City Government of Bacoor and Globaltronics.

(PCR 691-2024: Date referred: October 14, 2024)

The above-mentioned proposed resolution underwent its first reading on October 07, 2024 during the 112th Regular Session of the Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

The Committee on Rules, Privileges, Laws and Ordinance sent out invitations to resource persons and conducted a committee hearing on November 07, 2024, 3:00 p.m. at the Session Hall of the Sangguniang Panlungsod.

FINDINGS:

A letter from the Office of the City Mayor, Hon. Strike B. Revilla requesting for a resolution authorizing the latter to sign a Memorandum of Understanding between the City Government of Bacoor and Globaltronics, Inc. dated September 30, 2024 was received by the Sangguniang Panlungsod for appropriate action.

The MOU between the City Government of Bacoor and Globaltronics, Inc. through the National Digital Arts Award (NDAA) pertains to the promotion of local arts and culture and fostering a conducive environment for artistic growth and development. Under the MOU, the City of Bacoor will be an integral partner of Globaltronics, Inc. for the iteration of the NDAA under the Department of Trade and Industry's flagship program entitled "Malikhaing Pinoy".



SCAN ME





The National Digital Award (NDAA) is a joint project of the DTI, Globaltronics, Inc., and Thames International, dedicated to celebrating and promoting digital arts community in the Philippines, with a focus on nurturing local talents and providing a national platform for recognition.

As a partner for the 2024 NDAA, the LGU Bacoor agrees to collaborate with Globaltronics, Inc. for local activities related to the 2024 NDAA, at NO COST for the LGU Bacoor, and to present awards for participants and winners in recognition of their artistic contributions.

RECOMMENDATION:

After a thorough review of all the circumstances and statements from the resource persons, the Committee respectfully recommends that the Sangguniang Panlungsod approve the above subject matter.

By the motion of Hon. Levy Tela duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 116th Regular Session.

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

Signed this 11th day of November 2024 at the City of Bacoor, Cavite.



COUN. REYNALDO C. PALABRICA
Chairman



COUN. LEVY TELA
Vice Chairman



COUN. ALEJANDRO GUTIERREZ
Member

OFFICIAL LEAVE

COUN. ADRIELITO GAWARAN
Member





COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES
MINUTES OF THE COMMITTEE HEARING
PCR-691-2024

Office of the Sangguniang Panlungsod
Received by Janet 2024
Date: 08 JAN 2024
Time: 01:30pm

Subject: *A resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign a memorandum of understanding between the City Government of Bacoor and Globaltronics, Inc.*

(PCR-691-2024-Date referred: October 21, 2024)

A committee hearing on the above-subject matter was conducted last November 7, 2024, 3:00 p.m. at the Sangguniang Panlungsod Session Hall presided by the Committee Chairman, Hon. Reynaldo C. Palabrica.

MEMBERS OF THE COMMITTEE AND CITY COUNCILORS PRESENT:

HON. ALEJANDRO GUTIERREZ
HON. LEVY TELA
HON. ROGELIO NOLASCO
HON. SIMPLICIO DOMINGUEZ

RESOURCE PERSONS PRESENT:

ATTY. REY MARCO MENDOZA - OCLS
JOEPET CUENTO - GLOBALTRONICS

COUN. REYNALDO PALABRICA "The committee hearing regarding the proposed resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign a memorandum of understanding between the City Government of Bacoor and Globaltronics, Inc. is now called to order."

COUN. REYNALDO PALABRICA "For the record in attendance to this honorable hearing are the following members of the City Council. From District 2 Councilor Bok Nolasco, from District 1 Councilor Levy Tela, from District 2 Councilor Simplicio Dominguez, and from District 1 Honorable Councilor General Alex Gutierrez."

COUN. REYNALDO PALABRICA "May I request the representative present to introduce themselves and their representation. From the legal services department."





ATTY. REY MARCO MENDOZA "Good afternoon po. Atty. Rey Marco Mendoza from the office of the city legal services."

COUN. REYNALDO PALABRICA "Thank you so much."

JOEPET CUENTO "Good afternoon gentlemen. I am Joepet Cuento the Executive Director of National Digital Arts Award po."

COUN. REYNALDO PALABRICA "So you will be representing the Globaltronics?"

JOEPET CUENTO "For Globaltronics po I am the immediate director naman po."

COUN. REYNALDO PALABRICA "So you are representing the Globaltronics Inc.?"

JOEPET CUENTO "Yes po."

COUN. REYNALDO PALABRICA "May I request that you enlighten this honorable committee regarding the proposed memorandum of understanding?"

JOEPET CUENTO "Yes sir. Actually, the proposal regarding the proposed partnership of the Bacoor is about "Malikhaing Pinoy" for the National Digital Awards. It is a nationwide competition to help improve the creative economy of the country po. This is through the platforms po, we are encouraging senior high students, college students as well as professionals to join this competition, to help them discover their hidden talents and promote skills by joining this nationwide competition. This is all for free and they will be trained by professional trainers for digital arts of the latest digital tools techniques and on how they can cater they creation and materials po."

COUN. REYNALDO PALABRICA "Globaltronics will provide the training?"

JOEPET CUENTO "Yes po. The National Digital Awards will provide the training."

COUN. REYNALDO PALABRICA "So the venue of the training would be?"

JOEPET CUENTO "Online po."

COUN. REYNALDO PALABRICA "So hindi na aalis ang mga taga dito?"

JOEPET CUENTO "Yes sir, hindi na po. Pwede po sila mag online training."





COUN. REYNALDO PALABRICA "Maganda pala ito. May financial contribution ba dito ang Bacoor sa mga gagawing activites?"

JOEPET CUENTO "Wala po Mr. Chair, sagot po lahat ni Globaltronics. Makikipagtulungan lang po ang LGU Bacoor sa pag present ng mga participants at sa mga recognition para sa kanilang mga likhain."

COUN. REYNALDO PALABRICA "So wala palang magiging problema dito. Makakatulong pa ito sa ating mga Kabataan. May mga katanungan pa ba kayo mag Konsehal or gusto pang liwanagin? Kung wala na, I adjourn na natin ang hearing na ito/"

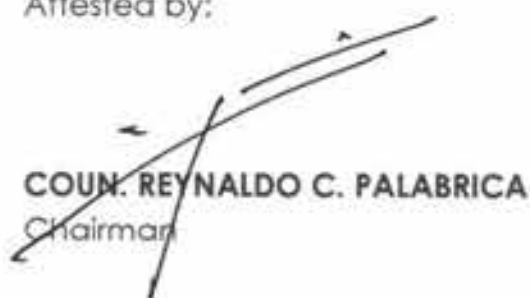
COUN. ALEJANDRO GUTIERREZ "Since there are no more matters to be discussed, I moved for the adjournment of this hearing"

COUN. REYNALDO PALABRICA "Any second to the motion? (duly seconded by the City Councilor present). Any objection? Hearing none, this hearing is now adjourned/"

Prepared by:


Ronaldo M. Verona
Administrative Aide

Attested by:


COUN. REYNALDO C. PALABRICA
Chairman





PCR 691-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACOOR AND GLOBALTRONICS, INC.



Office of the Sangguniang Panlungsod
Received by Janice
Date 08 JAN 2025
Time 11:03 AM





Republic of the Philippines
Province of Cavite
CITY OF BACOOR



OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 1076, SERIES 2024

TO : Hon. STRIKE B. REVILLA
City Mayor
Office of the Mayor

RE: FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO THE
SANGGUNIANG PANLUNGSOD
Memorandum of Understanding between the City Government of Bacoor
and Globaltronics, Inc. through the National Digital Arts Awards

DATE: 26 September 2024

We are respectfully endorsing to your good office a copy of the proposed **MEMORANDUM OF UNDERSTANDING (MOU)** draft between the City Government of Bacoor and Globaltronics, Inc. through the National Digital Arts Awards (NDAA), pertaining to the promotion of local arts and culture and fostering a conducive environment for artistic growth and development within its territorial jurisdiction. Under this MOU, the City of Bacoor will be an integral partner of Globaltronics, Inc., for the iteration of the NDAA under the Department of Trade and Industry's flagship program entitled "*Malikhaing Pinoy*."

All things having been found to be in order, we hereby endorsed to your good office the abovementioned MOU for your approval, and subsequent endorsement to the Sangguniang Panlungsod.

Thank you for your usual support and *Godspeed!*

RESPECTFULLY,


Atty. KIM NYCA R. LOFRANCO
City Legal Officer
Office of the City Legal Services



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "MOU") is made and entered into this _____ day of _____ 2024 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, 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 2024, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACOOR**"

and

GLOBALTRONICS, INC., a corporation duly licensed to do business in the Philippines, with principal address located at 349 Ortigas Avenue, Greenhills East, Mandaluyong, 1554 Metro Manila, as herein presented by its Chairman/President **Mr. WILLIAM T. GUIDO** ("**GLOBALTRONICS**"), and the **NATIONAL DIGITAL ARTS AWARDS**, an annual advocacy joint project of the Department of Trade and Industry, Globaltronics, Inc., and Thames International, with principal office address at 349 Ortigas Avenue, Greenhills East, Mandaluyong, 1554 Metro Manila, represented herein by its Executive Director, **Mr. JOSE CUENTO JR.**, authorized for this purpose, and hereinafter referred to as "**NDAA**"

LGU BACOOR and Globaltronics may individually be referred to as "Party", if applicable, and both LGU BACOOR and Globaltronics shall be collectively known as the "Parties"

RECITALS

WHEREAS, it is the policy of the State to promote and support the development of Philippine creative industries under Republic Act (RA) No. 11094, otherwise known as the "*Philippine Creative Industries Development Act*";

WHEREAS, the Department of Trade and Industry (DTI) has launched its flagship program, "*Malkhaing Pinoy*" as an initiative to improve the economic and employment contribution of the creative industries to support economic recovery and growth;

WHEREAS, the National Digital Arts Award (NDAA) is a joint project of the DTI, Globaltronics, Inc., and Thames International "collectively "Partners"), is dedicated to celebrating and promoting the digital arts community in the Philippines, with a focus on nurturing local talents and providing a national platform for recognition;

WHEREAS, the LGU BACCOOR is committed to supporting the NDAA with the Partners pursuant to its mandate in promoting local arts and culture and fostering a conducive environment for artistic growth and development within its territorial jurisdiction;

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

- Section 1. COLLABORATION IN THE 2024 NDAA.** Globaltronics proposes to include the LGU BACCOOR as an integral partner for the 2024 iteration of the NDAA under the Department of Trade and Industry's flagship program entitled "*Malikhaing Pinoy*."
- Section 2. PROVISION OF VENUE AND AWARDS.** As a partner for the 2024 NDAA, the LGU BACCOOR, pursuant to the authorization of its Sangguniang Panlungsod, agrees to collaborate with Globaltronics for local activities related to the 2024 NDAA, at no cost for the LGU BACCOOR, and to present awards for participants and winners from their jurisdiction in recognition of their artistic contributions.
- Section 3. CONDUCT OF ONLINE TRAINING.** Globaltronics shall conduct an online training, free of charge, aiming to highlight the skills and creativity of local digital artists of the City of Bacoor, across various categories of digital art forms including, but not limited to, digital painting, animation, and graphic design.
- Section 4. ENDORSEMENT TO LOCAL PUBLIC SCHOOLS.** The LGU BACCOOR shall exert its best efforts to recommend and/or endorse the 2024 NDAA to be incorporated into the extra-curricular activities of the local public schools within the City of Bacoor in accordance with the existing regulations of the Department of Education.
- Section 5. PROMOTION.** Both Parties agree to collaborate in promoting and executing the 2024 NDAA to maximize participation and engagement within the local community. Towards this end, the LGU BACCOOR, through the Office of the City Mayor, shall be the coordinating department tasked with cooperating and coordinating with the NDAA for all its activities involving the City of Bacoor, Province of Cavite.
- Section 6. PURPOSE.** It is understood that this Memorandum of Understanding is intended to set forth a mutual understanding between the Parties to exert the best efforts and cooperation to achieve the objectives of the NDAA and the activities related thereto.

The Parties understand that this MOU is preliminary in nature. This 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 NDAA. However, both Parties are expected to always act in good faith pursuant to the commitments set forth in this MOU.

- Section 7. TERM AND TERMINATION.** Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date,

and automatically be terminated on November 30, 2024, upon the culmination of the 2024 NDAA. 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 solely 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 unjustifiably refuses 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.

- Section 8. 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 9. AMENDMENTS.** This MOU 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 MOU shall be deemed valid and binding upon the 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 MOU 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 MOU, all previous verbal and/or written arrangements about the subject of this MOU shall be considered null and void.
- Section 10. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOU is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- Section 11. 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 12. NON-EXCLUSIVITY.** NDAA agrees that nothing in this MOU shall, in any way, preclude other entities of similar business establishments from entering into an agreement with LGU BACOR that offers similar or analogous services.
- Section 13. 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 14. BINDING EFFECT. This MOU shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

Section 15. NOTICE. Except as may be otherwise specifically provided in this MOU, 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 MOU, or at such other addresses as may be subsequently specified by written notice.

Section 16. SETTLEMENT OF DIFFERENCES. Any differences related to the interpretation or implementation of this MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.

Section 17. 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.

GLOBALTRONICS, INC.

By:

NATIONAL DIGITAL ARTS AWARDS

By:

Mr. WILLIAM T. GUIDO
Chairman/President

Mr. JOSE CUENTO JR.
Executive Director

CITY GOVERNMENT OF BACOOR

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No. _____

Series of 2024

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office

<FULL NAME>
<Position Title/Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public, this ___ day of _____, 2024 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
WILLIAM T. GUIDO		
JOSE CUENTO JR.		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of _____ (____) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

NOTARY PUBLIC

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