



COMMITTEE ON SENIOR CITIZEN

Office of the Sangguniang Panlungsod
2:56 NOV 2024
[Signature]

EXCERPT FROM THE MINUTES OF THE 107th REGULAR SESSION
NO. SC008-PCR-710—2024

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF LABOR AND EMPLOYMENT, AND THE GOLDEN ARCHES DEVELOPMENT CORPORATION (GADC) REGARDING THE EMPLOYMENT OF SENIOR CITIZENS AND ELDERLY INDIVIDUALS TO ANY GADC BRANCHES IN THE CITY OF BACOOR dated 11 November 2024.

The 116th Regular Session was held last November 11, 2024 at the Session Hall of the Sangguniang Panlungsod. Presiding Hon. Reynaldo D. Palabrica presided the Regular Session and was called to order at exactly 10:00 a.m.

Ms. Cristy Malawig, of Sangguniang Panlungsod proceeded with the roll call, the approval of the Journal and minutes of the 116th Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Karen Evaristo moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No. F.1.2 PCR-710-2024: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF LABOR AND EMPLOYMENT, AND THE GOLDEN ARCHES DEVELOPMENT CORPORATION (GADC) REGARDING THE EMPLOYMENT OF SENIOR CITIZENS AND ELDERLY INDIVIDUALS TO ANY GADC BRANCHES IN THE CITY OF BACOOR dated 11 November 2024. City Councilor Hon. Simplicio G. Dominguez moved for the approval of the above-mentioned City subject matter.

EXCERPT FROM THE MINUTES OF 116th REGULAR SESSION PCR 710-2024
MOA among the DOLE, City Government of Bacoor and the Golden Arches Development Corporation





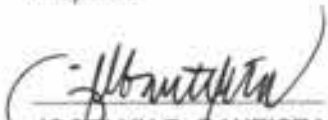
Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



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

City Councilor Hon. Simplicio Dominguez moved for the adjournment of the 116th Regular Session duly seconded by the majority of the members of the 5th Sangguniang Panlungsod. The regular session was adjourned at exactly 11:00 a.m.

Prepared:


JOCELYN R. BAUTISTA
Staff

Attested:



COUN. SIMPLICIO G. DOMINGUEZ
Chairman
Committee on Senior Citizen

EXCERPT FROM THE MINUTES OF 116th REGULAR SESSION PCR 710-2024
MOA among the DOLE, City Government of Bacoor and the Goden Arches Development Corporation



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COMMITTEE ON SENIOR CITIZENS

Office of the Sangguniang Panlungsod
2024 NOV 25
J.S.P.

COMMITTEE REPORT
SC008-PCR-710-2024

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF LABOR AND EMPLOYMENT, AND THE GOLDEN ARCHES DEVELOPMENT CORPORATION (GADC) REGARDING THE EMPLOYMENT OF SENIOR CITIZENS AND ELDERLY INDIVIDUALS TO ANY GADC BRANCHES IN THE CITY OF BACOOR dated 11 November 2024.

The above-mentioned proposed resolution underwent its first reading on November 11, 2024 during the 116th Regular Session of the Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Councilor Hon. Reynaldo D. Palabrica to the Committee on Senior Citizens.

FINDINGS:

On 29 October 2024, the Office of the Sangguniang Panlungsod received a letter from the Office of the Mayor, Acting Mayor Hon. Rowena Mendiola Bautista "Request for Authority to Enter into and Sign the Memoranda of Agreement among the Department of labor and Employment, the City of Bacoor, and the Golden Arches Development Corporation. The purpose therein stated:

The City Government of Bacoor, in accordance with the Department of Labor and Employment and the Golden Arches Development Corporation (GADC) intends to pioneer employment of (1) the senior citizens and elderly individuals, and differently-abled individuals of persons with disabilities to any GADC branches in the City of Bacoor, province of Cavite. The GADC is the license holder of McDonald's in the Philippines, and due to its objective in contributing to economic development and giving back to the community, it aims to establish program for, and open its facilities to accommodate the qualifying senior citizens and persons with disabilities for employment in McDonald's Store.

COMMITTEE REPORT PCR 710-2024
MOA among the DOLE, City Government of Bacoor and the Golden Arches Development Corporation.





RECOMMENDATION:

By the motion of Hon. Simplicio G. Dominguez 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.

Committee on Senior Citizen

COUN. SIMPLICIO G. DOMINGUEZ
Chairman

COUN. LEVY M. TELA
Vice Chairman

COUN. REYNALDO D. PALABRICA
Member

ON-LEAVE

COUN. ADRIELITO G. GAWARAN
Member

COMMITTEE REPORT PCR 710-2024
MOA among the DOLE, City Government of Bacoor and the Golden Arches Development Corporation.





PCR 710-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF LABOR AND EMPLOYMENT, AND THE GOLDEN ARCHES DEVELOPMENT CORPORATION (GADC) REGARDING THE EMPLOYMENT OF SENIOR CITIZENS AND ELDERLY INDIVIDUALS TO ANY GADC BRANCHES IN THE CITY OF BACOOR.



October 29, 2024

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: *[Signature]*
DATE: 10/29/24 TIME: 2:15
BACOOR CITY, CAVITE

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

Subject: Request for Authority to Enter into and Sign the Memoranda of Agreement among the Department of Labor and Employment, the City Government of Bacoor, and the Golden Arches Development Corporation

Dear Hon. Sarino-Evaristo:

Greetings!

The City Government of Bacoor, in coordination with the Department of Labor and Employment and the Golden Arches Development Corporation (GADC) aims to pioneer the employment of (1) senior citizens and elderly individuals, and (2) differently-abled individuals of persons with disabilities to any GADC branches in the City of Bacoor, Province of Cavite. The GADC is the holder of McDonald's license in the Philippines, and pursuant to its mission to contribute to economic development and to give back to the community, it desires to initiate program for, and open its facilities to accommodate qualified senior citizens and persons with disabilities for employment in its McDonald's stores. Attached are the draft Memoranda of Agreement for your reference.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Memoranda of Agreement.

Thank you very much!

[Signature]
Hon. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

STRIKE AS
Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Natividad, City of Bacoor, Cavite
Telephone: 04634 17 0724
Website: www.bacoorcity.gov.ph



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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

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

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, a government office existing by virtue of the laws of the Republic of the Philippines, with principal office address at DOLE Bldg., Manila corner General Luna Street, Intramuros, Manila, represented herein by its Regional Director - NCR, Atty. **SARAH BUENA S. MIRASOL**, and hereinafter referred to as "DOLE"

THE CITY GOVERNMENT OF BACOOR, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, 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

GOLDEN ARCHES DEVELOPMENT CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at the 16th to 18th Floors, Citibank Center Building, Paseo de Roxas, Makati City, represented herein by its Vice President, Human Capital Group, **Mr. RUBEN R. MARASIGAN**, and hereinafter referred to as "GADC"

(Each a "Party," and collectively as "Parties.")

WITNESSETH

WHEREAS, Article XIII, Section 9, of the 1987 Philippine Constitution provides that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation, and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

WHEREAS, Article XIII, Section 9, of the 1987 Philippine Constitution further provides that the State shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health, and other social services available to all the people at affordable costs, prioritizing the needs of the underprivileged, sick, elderly, disabled, women, and children;

WHEREAS, the abovementioned policies of the 1987 Philippine Constitution treat the senior citizens and elderly individuals as similarly situated in terms of being

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afforded essential goods, health, and other social services relevant to their needs;

WHEREAS, Republic Act (RA) No. 9954 otherwise known as the "Expanded Senior Citizens Act of 2010," has the objective of giving full support to the improvement of the total well-being of the elderly and their full participation in society, considering that senior citizens are an integral part of the Philippine society, among others, and recognize the important role of the private sector in the improvement of the welfare of senior citizens and elderly individuals;

WHEREAS, the Department of Labor and Employment (DOLE), through its Regional and Field Offices, in pursuance of its mandate to formulate and implement policies and programs, and serve as the policy-advisory arm of the Executive Branch of the Government of the Republic of the Philippines in the fields of labor and employment, implements programs pursuant to the 1987 Philippine Constitution and RA No. 9994;

WHEREAS, the Public Employment Service Office (PESO) is an employment facilitation service machinery of the Republic of the Philippines, linked with the DOLE, and is tasked to ensure the prompt, timely, and efficient delivery of employment services and provision of information on DOLE programs;

WHEREAS, the GADC is the holder of the McDonald's license in the Philippines and operates various McDonald's restaurants nationwide. Pursuant to its mission to contribute to economic development and to give back to the communities it serves, GADC desires to initiate programs for and open its facilities to accommodate qualified senior citizens and elderly individuals for employment in its McDonald's stores (hereinafter, the "Program") under the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the foregoing and the terms and conditions stipulated hereinafter, the Parties agree as follows:

SECTION 1 ELIGIBILITY REQUIREMENTS

In order to qualify for employment, the senior citizen and elderly individual must possess the following qualifications:

A. FOR THE SENIOR CITIZENS AND ELDERLY INDIVIDUALS

1. Must be at least sixty (60) years of age and above at the time of application;
2. Must pass the physical, medical, and laboratory examinations, and be certified to be FIT TO WORK; and
3. Must submit the following documents to GADC:
 - a. Letter of Recommendation from the LGU BACOOR PESO;
 - b. Resume;
 - c. Medical Certification, indicating FIT TO WORK;
 - d. Results of the physical, medical, and laboratory examinations;

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the Department of Labor and Employment, and Golden Arches Development Corporation*
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- e. Mayor's Permit (Occupational Permit) to be issued by the LGU BACOOR;
 - f. Barangay Certification;
 - g. Police Clearance or NBI Clearance; and
 - h. Birth Certificate, or other competent proofs of identity, including Senior Citizen's Identification Card.
- B. Collectively, senior citizens and elderly individuals, shall hereinafter be referred to as **APPLICANT/S**.

SECTION 2 RESPONSIBILITIES OF THE PARTIES

A. OBLIGATIONS OF DQLE, through its Regional and Field Offices.

1. Supervise the overall implementation of the Program;
2. Mobilize senior citizens and elderly individuals, in coordination with LGU BACOOR PESO, by giving proper instructions or advice to them;
3. Promote and disseminate the Program in its platforms to inform senior citizens and elderly individuals of available employment opportunities with GADC;
4. Provide guidance and advice to the Parties on regulatory requirements and parameters of the Program; and
5. Ensure that this Agreement and the employment agreements to be executed pursuant to this Agreement shall comply with all legal and regulatory requirements on labor and employment.

B. OBLIGATIONS OF LGU BACOOR, through its PESO.

1. Mobilize at the level of the LGU BACOOR, the senior citizens and elderly individuals as applicants to the Program;
2. Be responsible for the information dissemination of the Program to the prospective senior citizen and elderly individual Applicants, through the Office of the Senior Citizen's Affairs (OSCA) of the LGU BACOOR;
3. Receive Applicants into the Program;
4. Conduct initial interview and profiling, and process and evaluate the eligibility of the Applicants;
5. Accept only applications with complete documentary requirements pursuant to the eligibility requirements provided in Section 1 hereof.

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6. Explain to the Applicant the consequences of failing in any of the qualifications required in order to avail themselves of the benefit of the Program.
7. Facilitate exemption of fees, if possible, for clearance to be secured by the Applicants, which include, but are not limited to, Barangay Clearance, Health Permits, Medical Certification, Occupational Permit, Police Clearance with the LGU BACOOR, its departments and offices and other appropriate agencies; and
8. Endorse and recommend qualified Applicants to GADC, through a Letter of Endorsement or Referral Letter to GADC with the attached requirements for employment of the Applicants, upon compliance with all screening requirements subject to the final selection or acceptance by GADC.

C. OBLIGATIONS OF GADC.

1. GADC shall hire a minimum of two (2) qualified Applicants under the Program per establishment/store, consisting of senior citizens and elderly individuals, in accordance with its policies and guidelines in the recruitment and selection for this purpose.
2. GADC shall create programs within their respective branches suited for the Qualified Applicants. The said programs shall be submitted to the LGU BACOOR PESO and the DOLE.
3. GADC shall receive the documentary requirements from the qualified Applicant, namely:
 - a. Letter of Recommendation from the LGU BACOOR PESO;
 - b. Resume;
 - c. Medical Certification, indicating: FIT TO WORK;
 - d. Results of the physical, medical, and laboratory examinations;
 - e. Mayor's Permit (Occupational Permit) to be issued by the LGU BACOOR;
 - f. Barangay Certification;
 - g. Police Clearance or NBI Clearance; and
 - h. Birth Certificate, or other competent proofs of identity, including Senior Citizen's Identification Card.
4. GADC shall conduct the interview, orientation, training, and minimal examinations and undertake the selection process from among the recommended qualified Applicants in accordance with its policies and guidelines in the recruitment and selection for this purpose.

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5. **GADC shall integrate the qualified Applicants, upon submission of the requirements, into their workforce, subject to the following conditions:**
 - a. For senior citizens and elderly individuals, shall be assigned to work for not more than four (4) hours a day, in shifts between 8:00 am to 12:00 noon or 1:00 pm to 5:00 pm, for five (5) days a week;
 - b. Qualified Applicants shall be stationed in the lobby area only and shall perform the following tasks:
 - i. Order Presenters;
 - ii. Drink Drawers;
 - iii. Table Managers; and
 - iv. Guest Relations Staff.
 - c. The qualified Applicants to the Program shall be entitled to compensation equal to the prevailing minimum wage through cash and such compensation shall be adjusted for as often as new minimum wage rates are implemented;
 - d. The qualified Applicants to the program shall be entitled to receive proportionate thirteenth (13th) month pay;
 - e. The qualified Applicants shall be included in the group life insurance to be secured by the **GADC**; and
 - f. Given that the employment of senior citizens and elderly individuals is a special program, the duration of the fixed-term employment shall not exceed a period of five (5) months;
6. **GADC shall submit periodic reports to the LGU BACOOR PESO of the hired qualified Applicants, those not hired, and the reason for the non-hiring; and**
7. **GADC shall closely coordinate with the DOLE Regional Offices during the Program implementation and notify the concerned DOLE Regional Office of any issues and concerns.**

D. OBLIGATIONS OF THE QUALIFIED APPLICANT.

1. Prior to being deployed by **GADC**, shall undergo training and enter into an appropriate contract with the **GADC**;
2. To abide by the rules and regulations imposed by the **GADC** on its own regular employees; and
3. To perform tasks in accordance with reasonable instructions from **GADC** or its authorized representative.

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SECTION 3 TERM AND TERMINATION

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

Either Party may terminate this Agreement 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 Agreement, commits a material breach of any other terms and conditions of this Agreement, or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement.

SECTION 4 REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant in favor of each other that:

- A. Each has full power, authority, and legal right to execute, deliver, and perform this Agreement and has taken all the necessary action to authorize the foregoing.
- B. The Parties have read and fully understood, and hereby accept the terms and conditions of this Agreement and agree to comply with them.
- C. This Agreement constitutes the legal, valid, and binding obligation of **GADC DOLE**, and **LGU BACOOR**, and is enforceable in accordance with its terms, and
- D. The execution, delivery, and performance of this Agreement do not, and will not, violate any provision of, or result in a breach of or constitute a default under any law, regulation, or judgment, or violate any agreement binding upon either of them or any of their property.

SECTION 5 CONFIDENTIAL AND PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

- A. **CONFIDENTIAL INFORMATION.** The Parties acknowledge that it and its employees, agents, or representatives may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party, including, procedures, policies, and schemes. Any and all information obtained by a Party or its officers, directors, employees, agents, and representatives in the performance of this Agreement, which relates to the other is confidential and proprietary information for the purposes of this Agreement (the "Confidential Information").

The Parties agree at all times during and after the Term of this Agreement, to

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keep in strictest confidence and trust all Confidential Information and to take all reasonable precautions to prevent its disclosure or misuse. Each Party and any of its officers, directors, employees, agents, and representatives shall hold all Confidential Information disclosed to it by reason of this Agreement, and shall not disclose any such information to any other Party. Each Party agrees not to use Confidential Information for any purposes whatsoever other than for the provisions of this Agreement.

The Parties agree that in the event of a breach of this provision, damages may not be an adequate remedy, and the innocent Party shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond. The obligations under this Section shall remain in full force after the termination of this Agreement.

- B. PERSONAL INFORMATION.** Each Party shall: (1) comply with all applicable laws with respect to all Personal Information as defined in Republic Act (RA) No. 10173, or the Data Privacy Act of 2012, and its Implementing Rules and Regulations; (2) not, by any act or omission, put the other Party or any of its affiliates in breach of any such laws; and (3) execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep the other Party and any of its affiliates in compliance with any such laws in connection with this Agreement.

To the extent that a Party processes (including, without limitation, collects, copies, reproduces, stores, and distributes) any Personal Information pursuant to this Agreement, each Party represents and warrants that it shall:

1. Process such Personal Information solely for the purposes of enabling it to perform its obligations under this Agreement;
2. Comply with all of the other Party's instructions from time to time in relation to the processing of any such Personal Information provided such instructions are consistent with all relevant laws;
3. Treat all Personal Information as Confidential Information;
4. Implement appropriate physical, technical, administrative, and organizational measures against unauthorized or unlawful processing, access, disclosure, alteration, or theft of any such Personal Information and against accidental loss or destruction of, or damage to such Personal Information;
5. Promptly notify the other Party if any security incident occurs in respect of any such Personal Information, and assist it in any investigation into the incident; and
6. Promptly notify the other Party if the person to whom any Personal Information belongs makes a written request to have access to, correct or delete its own Personal Information or any other complaint, allegation or request is made by the person to whom any Personal Information belongs or by any regulatory authority relating to the other Party or its affiliate's obligations under applicable data protection and privacy law and provide full cooperation and assistance to the other Party and its affiliates in relation to any such complaint, allegation, or request.

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The obligations under this Section shall remain in full force after the termination of this Agreement.

- C. **INTELLECTUAL PROPERTY.** The GADC holds all title rights and interests to the "McDonald's" brand name, tradename, service marks, or trademarks, McDonald's marks, and McDonald's intellectual property, registered or unregistered. All documents and materials in any form or medium whatsoever, displaying, bearing, or otherwise containing the company name of GADC or McDonald's, as well as all McDonald's intellectual property shall remain the property of GADC. The DOLE and LGU BACOOR hereby warrant and acknowledge that they shall not, in any manner or form, use any such intellectual property without GADC's written consent.

DOLE and LGU BACOOR further warrant that they understand and agree that they must first secure GADC's written consent to use any of the above-mentioned intellectual property on any of its publications or materials, for publicity release. Any consent given by GADC to use any intellectual property shall solely be for the scope, extent, and/or period stated in such written consent.

Except as otherwise provided in this Section, DOLE and LGU BACOOR shall not, by virtue of or as a result of this Agreement, be deemed or construed to acquire the right to use, in any manner whatsoever, the brand name, tradename, or company name of GADC or of McDonald's, as well as any other intellectual property, in any of its campaigns, promotions, publications and/or advertising materials in any medium, form or material. Neither shall DOLE and LGU BACOOR be construed as acquiring the right to use, in any manner whatsoever, any product or good, or document or material, whether printed or otherwise, whether in raw or in final form, in any manner displaying and/or bearing and/or containing the brand name, tradename, or company name of GADC or McDonald's, as well as all McDonald's intellectual property.

The DOLE and LGU BACOOR hereby warrant that they understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement and that GADC may seek equitable relief, including but without limitation to injunctive relief or specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision, but shall be in addition to all other remedies provided by this Agreement, or otherwise provided by or available at law or equity.

SECTION 6 MISCELLANEOUS PROVISIONS

- A. **FORCE MAJEURE EVENTS.** Neither Party shall be liable for any delays in its performance hereunder resulting from circumstances or causes beyond its reasonable control, such as fire or other casualties, act of God, epidemic, war, terrorism, threat of war or terrorism, riot, sabotage, insurrection, rebellion, civil disturbance or other violence, or requisition, strikes, lock-outs or other industrial actions or trade disputes, earthquakes, typhoon, fire, explosion, food, storm, quarantine, boycott, embargo, or any governmental law, directive or regulation coming into effect after the execution of this Agreement (a "Force Majeure Event"). Provided, the delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented through the use of a reasonable security and disaster recovery plan; and Provided, further, that the Party hindered or delayed

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



Local Office of the Sangguniang Panlungsod
Bacoor, Cavite

immediately notifies the other Party describing the circumstances causing the delay. The Party hindered or delayed shall take reasonable and diligent efforts to mitigate or remove the condition constituting such Force Majeure Event or to avoid its effects so as to resume performance as soon as practicable, and performance shall not be excused or extended to the extent that such Party reasonably could have mitigated or removed the condition to allow continued performance hereunder.

- B. Notices.** All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement must be in writing and served personally or by pre-paid registered mail at the address of the Party set out below or at such other address as a Party may have substituted for it by written notice to the other.

For the purposes of this Section, the address for service of each Party is as follows:

FOR DOLE:

Attention: **ATTY. SARAH BUENA S. MIRASOL**, Regional Director NCR
Address: DOLE Bldg., Manila corner General Luna Street Intramuros, Manila

FOR LGU BACCOOR:

Attention: **Hon. STRIKE B. REVILLA**, City Mayor
Address: Address: Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite
Email: mayoroffice@bacoor.gov.ph

FOR GADC:

Attention: **RUBEN R. MARASIGAN**, Vice President, Human Capital Group
Address: 2nd Floor, F & M Lopez II Building, Don Carlos Palanca, Legaspi Village, Makati City
Email: Ruben.Marasigan@ph.mod.com

A Notice must be treated as given and received:

1. If sent by email before 5:00 p.m. on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt; or
 2. If otherwise delivered before 5:00 p.m. on a business day at the place of delivery, upon delivery, and otherwise on the next business day at the place of delivery.
- C. WAIVER.** No delay, omission or failure to exercise any right or remedy provided for in this Agreement or to demand strict performance by the other of any of the terms, covenants, or conditions set forth herein shall be construed as a continuing waiver or relinquishment thereof, and each Party may at any time exercise any or all its rights or remedies herein and demand strict and complete performance of this Agreement by the other Party. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- D. ASSIGNMENT.** This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other. This Agreement shall be

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the Department of Labor and Employment, and Golden Arches Development Corporation
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Address: Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Telephone: (048) 417-0727
Website: www.bacoorcityld.com



Cert. no. 24/181809



binding on the Parties hereto and their respective successors and assigns and a permitted assignee shall have all of the rights and obligations of the assigning Party set forth in this Agreement.

- E. Dispute Resolution.** The Parties mutually agree to use their best efforts to amicably resolve any dispute or difference that may arise between the Parties relating to this Agreement or the operation or construction thereof or any matter or thing in any way connected with or the rights, duties, or liabilities of the Parties under or in connection with the Agreement. In the event any dispute is not resolved within thirty (30) days from the date of receipt of the notice by one Party, the Parties agree to submit the dispute exclusively to arbitration at the Philippine Disputes Resolution Center, Inc. ("PDRCI"), in accordance with the rules of the PDRCI for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be three (3) arbitrators. Each Party shall appoint one (1) arbitrator. The arbitrators thus appointed shall select a third arbitrator who shall act as the presiding arbitrator of the tribunal or panel. The place of arbitration shall be Makati City or Bacoor City, Philippines, at the option of the plaintiff. The language of the arbitral proceedings shall be English or Filipino.
- F. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Furthermore, all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- G. REMEDIES CUMULATIVE.** Except for those sections in this Agreement that contain exclusive remedies, all remedies of either Party provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to the Party at law, in equity or otherwise.
- H. SEVERABILITY.** If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.
- I. SURVIVAL.** Any provision of this Agreement that by its nature is reasonably intended to survive beyond termination shall survive termination including, without limitation, Section 4 (Representations and Warranties), Sections 5(A) (Confidential Information), Section 5(B) (Personal Information), and Section 5(C) (Intellectual Property), and Section 6 (Miscellaneous Provisions).
- J. SECTION HEADINGS.** Section headings have been included in this Agreement for the convenience of reference only and are not to be considered part of, or to be used in interpreting, this Agreement.
- K. ENTIRE AGREEMENT.** This Agreement, including all exhibits and annexes, if any, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersede any previous understandings or agreements, whether written or oral, in respect of such subject matter. The Parties have had the opportunity to review this Agreement and the opportunity to have this Agreement reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions shall apply to the interpretation of this Agreement. Instead, this

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



0903-415-0111
0903-415-0120

Agreement shall be interpreted in accordance with the fair meaning of its terms.

- L. **AMENDMENTS.** This Agreement, including any exhibits and annexes, if any, shall not be altered, 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 the Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties.
- M. **NO RELIANCE.** Each Party hereto agrees and acknowledges that it has not relied on any representation or warranty, whether express or implied, written or oral, that is not expressly set forth in this Agreement.
- N. **COUNTERPARTS.** This Agreement may be signed in two (2) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereunto set their hands and affix their signatures this ___ day of _____, 2024, in _____ Philippines.

DEPARTMENT OF LABOR AND
EMPLOYMENT

CITY GOVERNMENT OF
BACOOR

ATTY. SARAH BUENA S. MIRASOL
*Regional Director – National Capital
Region*

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

GOLDEN ARCHES DEVELOPMENT
CORPORATION

Mr. RUBEN R. MARASIGAN
Vice President – Human Capital Group

SIGNED IN THE PRESENCE OF:

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the Department of Labor and Employment, and Golden Arches Development Corporation
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