



5th SANGGUNIANG PANLUNGSOD



COMMITTEE ON PERSONS WITH DISABILITY

COMMITTEE REPORT
No. PWD-001-S-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 DIFFERENTLY-ABLED INDIVIDUALS OR PERSONS WITH DISABILITIES TO ANY GADC BRANCHES IN THE CITY OF BACOOR – PCR 711-2024 DATED 11 NOVEMBER 2024.

The attached memorandum of agreement was reviewed during the regular session and was deemed to be beneficial to the concerned individuals of the City of Bacoor mentioned above under Republic Act (RA) No. 7277, otherwise known as "Magna Carta for Disabled Persons," thus, state the objective of giving full support to the improvement of the total well-being of disabled persons and their integration into the mainstream of society and recognizes the role of the private sector in promoting the welfare of disabled persons and all encouraged partnerships in programs that addresses their needs and concerns.

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee hereby recommends **TO APPROVE** the said Resolution mentioned above, subject to existing laws of the Department of Labor and Employment and Article XIII, Section 9, of the 1987 Philippine Constitution and Republic Act (RA) No. 7277 otherwise known as "Magna Carta for Disabled Persons."






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 Persons with Disability



COUN. CATHERINE SARINO-EVARISTO
Chairman



COUN. ALDE JOSELITO F. PAGULAYAN
Vice Chairman

ON-LEAVE

COUN. ADRIELITO G. GAWARAN
Member

COUN. SIMPLICIO G. DOMINGUEZ
Member



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Committee on Persons with Disability

EXCERPT FROM THE MINUTES OF REGULAR SESSION
NO. PWD-001-S-2024

Office of the Sangguniang Panlungsod
Received
Date: 20 NOV 2024
Time: 3:46pm

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 CORPORATIO (GADC) REGARDING THE EMPLOYMENT OF DIFFERENTLY-ABLED INDIVIDUALS OR PERSONS WITH DISABILITIES TO ANY GADC BRANCHES IN THE CITY OF BACOOR."* (PCR 711-2024 Dated November 11, 2024)

Honorable Reynaldo Palabrica, President Pro-Tempore, presided over and called the 116TH Regular Session to order on November 11, 2024.

Ms. Cristina Malawig, Supervising Administrative Officer of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 115TH Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

Upon reading of Agenda Item No. **F.1.3. – PCR 711-2024**– *"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 DIFFERENTLY-ABLED INDIVIDUALS OR PERSONS WITH DISABILITIES TO ANY GADC BRANCHES IN THE CITY OF BACOOR"*, Hon. Catherine S. Evaristo moved for the suspension of Internal Rules and was seconded by the majority of the council.

She subsequently recommended to pass 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





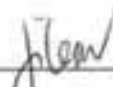
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Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



employment of differently-abled individuals or Persons with Disabilities to any GADC branches in the City of Bacoor. This motion was unanimously seconded by the members of the 5th Sanggunian. The regular session was adjourned at 11:30A.M.

Prepared:

Attested:



Juliette I. Ilem
LLSA III



COUN. CATHERINE SARINO-EVARISTO
Chairman





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 16th 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 differently-abled as similarly situated in terms of being afforded essential

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roads, health, and other social services relevant to their needs;

WHEREAS, Republic Act (RA) No. 7277, otherwise known as "Magna Carta for Disabled Persons," has the objective of giving full support to the improvement of the total well-being of disabled persons and their integration into the mainstream of society and cognizes the role of the private sector in promoting the welfare of disabled persons and all encourage partnership in programs that address their needs and concerns;

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 R.A. No. 7277;

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

WHEREAS, 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 persons with disabilities (PWD) or differently-abled individuals for employment in its McDonald's stores (hereafter, the "Program") under the terms and conditions contained therein;

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 differently-abled individual must possess the following qualifications:

FOR THE DIFFERENTLY-ABLED INDIVIDUALS OR PWD

- The individual must be a Deaf (subject to subsequent inclusion of other differently-abled individuals);
- Must pass the physical, medical, and laboratory examinations, and certified to be FIT TO WORK; and

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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Cert. no. 24/181809



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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 a Person with Disability's Identification Card.
- B. Collectively, persons with disabilities or differently-abled individuals, shall hereinafter be referred to as **APPLICANT/S**.

SECTION 2
RESPONSIBILITIES OF THE PARTIES

A. OBLIGATIONS OF DOLE, through its Regional and Field Offices:

1. Supervise the overall implementation of the Program;
2. Mobilize differently-abled 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 differently-abled 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 differently-abled individuals as applicants to the Program;
2. Be responsible for the information dissemination of the Program to the prospective differently-abled Applicants, through the Persons with Disability Affairs Office 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;
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, such as but not limited to Barangay Clearance, Health Permits,

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2024-11-11 11:45:45
www.bacoord.gov.ph

CCBCR-SPBac-F01.01
05/30/2024



Medical Certification, Occupational Permits, Police Clearance with the LGU BACOOR, its departments and offices and other appropriate agencies;

5. 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 Applicant under the program or policy per establishment/store, consisting of a person with a disability or differently-abled individual, 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
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.
5. GADC shall integrate the qualified Applicants, upon submission of the requirements, into their workforce, subject to the following conditions:
 - a. For persons with disabilities or differently-abled individuals, they may be assigned to work in shifts applied to regular crew employees of the GADC, but not to exceed eight (8) hours a day;
 - b. Qualified Applicants shall be stationed in the lobby area only and shall be assigned to perform the following tasks:
 - i. Lobby Person;

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Cert. No. 24/181809



- ii. Drink Drawers;
 - iii. Chicken Expert; and,
 - iv. Fry Person.
- c. The qualified Applicants to the Program shall be entitled to compensation equal to the prevailing minimum wage, 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 a 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 differently-abled individuals is a special program, the duration of the fixed-term employment shall not exceed a period of six (6) months.
- 6. GADC shall facilitate the opening of payroll bank accounts for the qualified Applicants, free from any and all charges that banks and other financial institutions may impose.
 - 7. 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.
 - 8. GADC shall closely coordinate with 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 trainings and enter into an appropriate contract with the GADC;
- 2. To abide by the rules and regulations imposed by the GADC to its own regular employees; and
- 3. To perform tasks in accordance with reasonable instructions from GADC or its authorized representative.

**SECTION 3
TERM AND TERMINATION**

Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on June 30, 2028. 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.

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If either Party commits a material breach under this Agreement or commits a material breach of any other terms and conditions of this Agreement, or unjustifiable refusal 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, 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 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 confidential 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

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of 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.

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 publication or materials, or publicity releases. 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.

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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 another casualty, the 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, flood, 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 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 BACOOR:

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Attention: Hon. **STRIKE B. REVILLA**, *City Mayor*
Address: Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan,
Bacoor City, Province of Cavite
Email: mayorsoffice@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.mcd.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 Parties. This Agreement shall be 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.

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CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



LEARN, ENGAGE, IMPROVE
TOGETHER

- 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 5 (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 among 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 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 the City of Bacoor, Cavite, Philippines.

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OFFICE OF THE SANGGUNIANG PANLUNGSOD



CBCR-SPBac-F01.01
05/30/2024

**Seal of
Good
Local
Governance
2023 Awardee**

FEDERATION OF BARANGAYS
OF THE 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

ATTY. OLIVIA O. OBRERO-SAMSON **Dr. ABRAHAM DE CASTRO**
*Assistant Regional Director, Department of City Government Department Head,
Labor and Employment – National Region Bacoor City Public Employment Service*
Capital Office

MARITES J. DOMINGO **Atty. VENUS DE CASTRO**
*Director for Talent Management – Human Officer-in-Charge,
Capital Group Office of the Senior Citizens Affairs*

Memorandum of Agreement among the City Government of Bacoor,
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: 0464411-0721
Website: www.bacoornoncity.gov.ph



Cert. no. 24/181809



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



CCBCR-SPBac-F01.01
05/30/2024



SEARCHED INDEXED
SERIALIZED

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ___ day of _____, 20___ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
ATTY. SARAH BUENA S. MIRASOL		
RUBEN R. MARASIGAN		

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.

Memorandum of Agreement among the City Government of Bacoor, the Department of Labor and Employment, and Golden Arches Development Corporation
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Bacoor Blvd., Brgy. Bayaman, City of Bacoor, Cavite
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Website: www.bacoorcity.gov.ph



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