



COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY
COMMITTEE RULES, PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE REPORT
NO. POPS 04-S-2025

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 16 June 2025
Time: 1:00 PM

Subject: **PCR- 015 – 2025 (PCR 843-2025)** - A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND PHILIPPINE TRANSMARINE CARRIERS, INC.

FINDINGS:

A letter received 27th of May, 2025, from the Office of the City Mayor and was referred to the Committee on Peace and Order and Public Safety requesting for a resolution authorizing the City Mayor into signing a Memorandum of Agreement with the Philippine Transmarine Carriers, Inc. The said MOA is relation to the implementation of the PTCI Overseas Filipino Workers Program. This program aims to extend employment and reintegration support for OFWs and their families by fostering collaboration with the private sector partner. With this initiative, through Public Employment Service Office of the City of Bacoor will help the families of OFWs to develop their potential, strengthen employment opportunities while supporting their families by providing capacity building opportunities that would improve their way of living.

After thorough review and consideration of the request, the committee finds the proposed Memorandum of Agreement to be in the best interest of the City Government of Bacoor and to the families of OFWs, particularly in relation to a more employment opportunities which will eventually improve their family's way of living. The committee Chairperson, Hon. Manolo S. Galvez, Jr., during the 2nd regular session of Sangguniang Panlungsod motioned for the approval of the resolution authorizing the City Mayor to sign the Memorandum of Agreement with Philippine Transmarine Carriers Inc., hearing no objection from the rest of the council, the acting chair declared the said resolution as APPROVED.

A draft version of the above-mentioned Memorandum of Agreement was attached along with the received letter for immediate reference and consideration. Members of both committees rigorously reviewed and scrutinized the draft version referring also with the existing laws, and ordinances that may affect the said MOA. The committee find its advantageous for the target beneficiaries if the said MOA will be signed and enacted.

JOINT COMMITTEE REPORT NO. POPS 04 S-2025 (July 11, 2025)
PCR-015-2025 MEMORANDUM OF AGREEMENT BETWEEN CITY GOVERNMENT OF BACOR AND TRANSMARINE CARRIERS, INC.



Address: Bacoor Legislators and District Residence Bldg.
Bacoor Blvd., Brgy. Bayaman, City of Bacoor, Cavite
Telephone: (046) 417-0722
Website: www.bacoorcity.gov.ph



Cert no. 24/181809



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



CGBR-SPBac-F01.02

01/20/2025



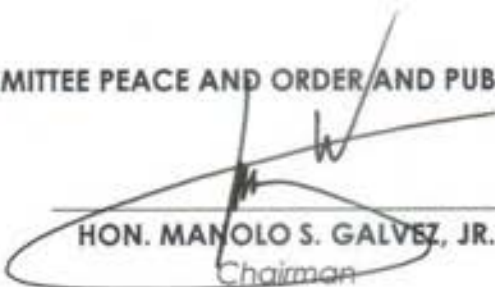
RECOMMENDATION:

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

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

Signed this 14TH day of July 2025 at the City of Bacoor, Cavite.

COMMITTEE PEACE AND ORDER AND PUBLIC SAFETY


HON. MANOLO S. GALVEZ, JR.

Chairman

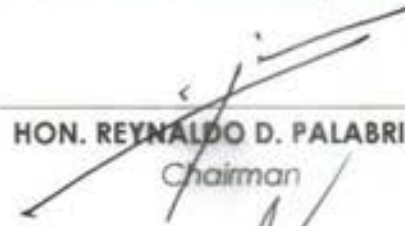

HON. SIMPLICIO G. DOMINGUEZ

Member

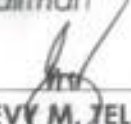

HON. RANDY C. FRANCISCO

Member

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES


HON. REYNALDO D. PALABRICA

Chairman


HON. LEVY M. TELA

Vice Chairman

HON. ADRIELITO G. GAWARAN

Member

HON. REYNALDO M. FABIAN

Member

JOINT COMMITTEE REPORT NO. POPS 04 S-2025 (July 11, 2025)

PCR-015-2025 MEMORANDUM OF AGREEMENT BETWEEN CITY GOVERNMENT OF BACOOR AND TRANSMARINE CARRIERS, INC.



Address: Bacoor Legislative and Disaster Resilience Bldg.
Bacoor Blvd., Brgy. Bayasan, City of Bacoor, Cavite
Toll-free: (046) 417-0727
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01/20/2025

PCR 015-2025 (PCR 843-2025) – A RESOLUTION AUTHORIZING THE CITY MAYOR,
HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY GOVERNMENT OF BACOR AND PHILIPPINE
TRANSMARINE CARRIERS, INC.



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



CGBR-MO-03-F01.02
01/15/2025

26 May 2025

HON. CATHERINE S. EVARISTO
Acting Vice Mayor, City of Bacoor
6th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH DB
DATE: 5 MAY 2025 TIME: 10:28 AM
BACOR CITY, CAVITE

THRU : Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT : REQUEST FOR A CITY RESOLUTION AUTHORIZING THE
CITY MAYOR TO ENTER INTO A MEMORANDUM OF
AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT
OF BACOR AND PHILIPPINE TRANSMARINE CARRIERS,
INC. (PTCI)

Dear Hon. Evaristo,

Greetings in the name of public service!

The undersigned respectfully requests your good office to enact and approve the
issuance of a City Resolution approving the undersigned to sign the **MEMORANDUM OF
AGREEMENT (MOA)** between the City Government of Bacoor and Philippine Transmarine
Carriers, Inc. (PTCI).

This MOA is in relation to the implementation of the PTCI Overseas Filipino Workers
(OFW) Program. This initiative, to be implemented through the Public Employment Service
Office (PESO) Bacoor, aims to expand employment and reintegration support for OFWs and
their families by fostering collaboration with a private sector partner.

In view thereof, I respectfully request the esteemed members of the Sangguniang
Panlungsod to enact a resolution approving the undersigned to sign the Memorandum of
Agreement between the City Government of Bacoor and PTCI.

Thank you very much.

Sincerely yours,

STRIKE B. REVILLA
City Mayor



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Address: Bacoor Legislative and Executive Building
Bacoor Bldg., Biga Highway, City of Bacoor, Cavite
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Website: www.bacoorcity.gov.ph



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



CGBCR-PESO-F19.00
(Revise 10/20/2023)



Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE MAYOR



CITY PUBLIC EMPLOYMENT SERVICE OFFICE

2nd Floor Bacoor City Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor, Cavite
Telephone Numbers: (046) 461-4100 local 317 * 461-4137 / E-mail Address: bacoorpeso@gmail.com

May 26, 2025

HON. STRIKE B. REVILLA
City Mayor
City Government of Bacoor
Bacoor City, Cavite

THRU: **ATTY. KIM NYCA R. LOFRANCO**
City Legal Officer
Office of the City Legal Department
City Government of Bacoor

Subject: Endorsement for Legal Review – Draft MOA between LGU Bacoor and Philippine Transmarine Carriers, Inc. (PTCI)

Dear Mayor Strike B. Revilla, PhD. And Atty. Kim Lofranco,

Greetings of peace!

We respectfully endorse for your kind review and legal guidance the attached draft Memorandum of Agreement (MOA) between the City Government of Bacoor and the Philippine Transmarine Carriers, Inc. (PTCI), in relation to the implementation of the PTC Overseas Filipino Workers (OFW) Program.

This initiative, to be implemented through the Public Employment Service Office (PESO) Bacoor, aims to expand employment and reintegration support for Overseas Filipino Workers and their families by fostering collaboration with a private sector partner.

To ensure that the MOA fully aligns with existing legal standards, city ordinances, and inter-agency best practices, we humbly seek your office's assistance in reviewing the document and recommending any necessary revisions or enhancements. Your expertise will be invaluable in refining the agreement to meet the highest standards of transparency, legality, and effectiveness.

For your reference and convenience, both the printed copy and the digital file of the draft MOA will be officially transmitted to your office.

Thank you very much and may God bless us all.

Very Respectfully Yours,

Abraham Domingo de Castro

DR. ABRAHAM DOMINGO DE CASTRO, PhD
City Government Department Head I
Public Employment Service Office (PESO) – Bacoor
09171190684

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Bacoor Blvd., Barangay Bayanan, City of Bacoor, Cavite
Telephone: (046) 461-0767
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 _____, 2025 (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 _____, approved by the City Council of Bacoor dated _____ and hereinafter referred to as "**LGU BACOOR**"

and

PHILIPPINE TRANSMARINE CARRIERS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at First Maritime Place 7458 Bagtikan Street, San Antonio Village, Makati City, represented herein by its Chief Operating Officer (COO), **MS. VIVIAN CATALINA C. CRISTOBAL**, duly authorized for this purpose, and hereinafter referred to as "**PTCI**"

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

WITNESSETH THAT:

WHEREAS, the LGU BACOOR is a leading local government unit in the Province of Cavite advancing career opportunities and placements for its citizens through the Public Employment Service Office (PESO), aimed at improved economic standing, sustainable financial growth, and strengthened professional prospects;

WHEREAS, the LGU BACOOR is a renowned local government unit advocating and championing responsible economic and sustainable financial growth through career opportunities and placements for its citizens, attested by its awards and recognition, including investments that other local government units (LGUs) seek to learn from and adopt best practices for their citizens and communities;

WHEREAS, the LGU BACOOR has been initiating career opportunities and placement programs through the PESO to improve the quality of life of its citizens and communities through local job fairs, special recruitment activities, and partnerships that provide opportunities for Bacoooreños to acquire decent jobs that provide for the needs of their families;

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Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trustline: (040) 17-0727
Website: www.bacoorcity.gov.ph



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Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



WHEREAS, PTCI is a leading maritime industry player in the Philippines, committed to the United Nations (UN) Sustainable Development Goals (SDGs) by providing career opportunities on land, air, and sea locally and internationally, for Filipinos to have a decent work and economic growth while reducing inequalities;

WHEREAS, PTCI launched the *Overseas Filipino Workers and Family Welfare (OFW) Program*, a maritime industry-initiated endeavor aimed at empowering the OFWs and their families through the LGUs' OFW Help Desk, a proactive program tailor-fitted to the dynamic and emerging needs of Filipino migrant workers by employing public-private-people approach, ensuring the responsiveness and sustainability in every step of the program;

WHEREAS, PTCI through the OFW Program, is a community-centered and citizen-focused undertaking seeking to collaborate and engage with LGUs through their Public Employment Service Office (PESO) and other relative city government departments / offices / units, to provide localized, value-adding welfare support for OFWs and their families for an empowered and holistic means to address their concerns and needs;

WHEREAS, LGU BACOOR and PTCI to engage and empower OFWs and their families through the OFW Program, helping citizens and guiding potential talents who are considering becoming Filipino migrant workers to develop, improve, and strengthen their employment capabilities, while supporting their families who will be left in the country by providing capacity building opportunities to responsibly improve and manage their way of living;

WHEREAS, LGU BACOOR and PTCI partnered to cultivate a mutually beneficial and instrumental undertaking that champion collaboration, initiate inclusivity, promote participation, and regard responsiveness as pillars and tenets for career advancement and professional growth that benefits the local citizens, communities, and sectors;

WHEREAS, LGU BACOOR and PTCI partnered to mutually implement and facilitate career opportunities and placement programs, projects, and activities through the OFW Program towards a better, improved, and strengthened career placement opportunities, improved employability, and strengthened professional prospects contributory to improved economic standing, sustainable financial growth, and strengthened professional prospects, benefitting the LGU and its local citizens, communities, and sectors;

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

Section 1. SCOPE OF THE AGREEMENT.

This Agreement shall cover the implementation of the *PTC OFW Program*, in its applicable or appropriate local citizens, communities, and/or sectors within the jurisdiction of the City of Bacoor, Province of Cavite.

Section 2. OBLIGATIONS OF THE LGU BACOOR. The LGU Bacoor shall:

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- A. Jointly conduct the *OFW Program* activities and components with PTCI, through Bacoor City PESO, and other relevant government agencies, departments, offices, or units, and mandate the attendance and participation of all the identified beneficiaries;
- B. Depending on the availability of funds, provide the necessary assistance, logistical and operational support, and manpower mobilization for PTCI pertaining to the facilitation and implementation of the *OFW Program* components in the City of Bacoor, Province of Cavite;
- C. Include PTCI and the *OFW Program*, in its official roster of partners and promote them through applicable traditional or non-traditional social media channels;
- D. Subject to the approval of the City Mayor, provide an opportunity for PTCI and the *OFW Program* to become a member of the *City of Bacoor OFW Help Desk Coordinating Council* and/or other local council/s in an official capacity as a private sector representative, private sector observer, or civil society organization (CSO), whichever is applicable or appropriate;
- E. Establish communication and coordination avenues with PTCI and the *OFW Program* for programs, projects, and activities related to career placement, job matching, welfare support for OFWs and their families and similar endeavors and priorities;
- F. Employ mutual information, network, and resource exchange with PTCI that focuses and prioritizes programs, projects, and activities on career placement, job matching, welfare support for OFWs and their families and other priorities, subject to the mutual approval of the Parties, and in conformity with all local and national laws, issuances, rules and regulations;
- G. Explore possible collaboration points with PTCI on industry-aligned interventions and innovative solutions for career placement, job matching, and welfare support for OFWs and their families; and
- H. Support PTCI and the *OFW Program* in any of its applicable programs, projects, and activities with official invitation and proper endorsement, as it may deem necessary.

Section 3. OBLIGATIONS OF THE PTCI. The PTCI shall:

- A. Serve as the implementing partner of the LGU BACOOR in facilitating the *OFW Program* activities and components and managing Parties of all and/or any of the program's related activities;
- B. Co-facilitate and co-monitor the conduct of the *OFW Program* activities and components with the LGU BACOOR across different communities and sectors;
- C. Introduce and endorse LGU BACOOR a formal and official partner, through promotion in any of PTCI's applicable traditional or non-traditional media channels, and link the LGU BACOOR with other members for possible collaboration/s;

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- D. Extend technical assistance and support to LGU BACCOOR in consultation, drafting, assessment, and/or evaluation of the plans, programs, and other related documentation and reporting relative to career placement, job matching, and welfare support for OFWs and their families in the community or sectoral level/s, i.e., barangays, Sangguniang Kabataan, among others;
- E. Establish communication and coordination avenues with the LGU BACCOOR for the programs, projects, and activities relative to career placement, job matching, and welfare support for OFWs and their families;
- F. Employ mutual information, network, and resource exchange with LGU BACCOOR that focuses and prioritizes that focuses and prioritizes programs, projects, and activities on career placement, job matching, welfare support for OFWs and their families and other priorities, subject to the mutual approval of the Parties, and in conformity with all local and national laws, issuances, rules and regulations;
- G. Explore possible collaboration points with LGU BACCOOR on industry-aligned interventions and innovative solutions for career placement, job matching, and welfare support for OFWs and their families; and
- H. Support the LGU BACCOOR in any of its applicable programs, projects, and activities with official invitation and proper endorsement.

Section 4. OTHER PROVISIONS AND COVENANTS

- A. All additional activities not covered by this Agreement to be scheduled and implemented must be properly coordinated, agreed upon, and approved by both Parties which shall be documented in a written and signed project proposal, or any document that manifests written approval of all parties.
- B. Other matters with financial implications or monetary considerations must be cleared up with the respective units, offices, or departments of both Parties before the commitment and approval of any specific project or activity. These matters shall not be implemented unless a written document is signed and executed by both Parties.

Section 5. 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 prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days prior 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 or commits a material breach of any other terms and conditions of this Agreement, or unjustifiably refuses or fails to perform any

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of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (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 6. CONFIDENTIALITY AND DATA PRIVACY

- A. The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party, including the materials or modules, which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not limited to, the Parties respective trade secrets like training modules, and presentations and any other methods, processes, formulae, systems, and data pertaining to the training manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- B. In compliance with Republic Act (RA) No. 10173 or the "Data Privacy Act of 2012," each Party agrees that it will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement, or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.
- C. Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and if any breach by it of Philippine Privacy Laws during the effectivity of this Agreement, PTCi shall indemnify and hold LGU BACOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.
- D. All persons involved in any part or parcel of this Agreement shall be required to confirm that the Data Privacy Statement of either of the Party has been read and understood; and as a result, the involved person's consent is given to collect, record, organize, update or modify, retrieve, consult, use, consolidate, block, erase or destruct the personal data they have submitted for event registration purposes. The user hereby affirms their right to be informed, object to processing, access and rectify, suspend or withdraw their data, and be indemnified in case of damages, according to the provisions of the RA No. 10173 and its corresponding Implementing Rules and Regulations.

Section 7. NON-DISCLOSURE AND CONFIDENTIALITY CLAUSE

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Address: Bacoor Legislative and Executive Resilience Bldg.,
Bacoor Blvd., City, Bayan ng City of Bacoor, Cavite
Telephone: (045) 17-6727
Website: www.bacoorcity.gov.ph



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- A. Both Parties agree to be bound by a Non-Disclosure Agreement that covers documents, data, and other information that either of the Parties will determine and declare as "confidential" and are therefore not for public dissemination unless otherwise authorized by the Parties or ordered by regulatory government agencies. Such information may include, but is not limited to, financial reports, profiling or demographic data, personal information of involved persons in any activity, and other data or pieces of information that are guaranteed protection by RA No. 10173;
- B. All Parties, without prejudice to the foregoing, expressly give consent for the publication of news articles and feature stories relevant to the community engagement partnership and collaboration as part of community development, and public information. All Parties shall be furnished a copy of the news article or feature story to be published five (5) days before its publication for review and amendment in case there is any inaccurate statement or other sensitive information inadvertently contained therein.

Section 8. FORCE MAJEURE.

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.

Section 9. MISCELLANEOUS PROVISIONS

- A. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- B. **AMENDMENTS.** This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested

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CITY OF BACOOR
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to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

- C. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- D. **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 LGU BACOOR:

Attention: **Hon. STRIKE B. REVILLA**
Position/Designation: City Mayor
Office: Office of the City Mayor
E-mail Address: mayorsoffice@bacoor.gov.ph

Thru :

Attention: **DR. ABRAHAM D. DE CASTRO**
Position/Designation: Department Head
Office: Bacoor City Public Employment Office
E-mail Address: bacoorpeso@gmail.com

For PTC:

Attention: **Mr. HECTOR MANUEL JON C. BRIZUELA**
Position/Designation: Program Manager
Office: Talent Acquisition Group
E-mail Address: hbrizuela@ptc.com.ph

Attention: **Mr. JOSH CHRISTIAN P. MCCARVER**
Position/Designation: Lead Program Officer
Office: Talent Acquisition Group
E-mail Address: jmccarver@ptc.com.ph

A Notice must be treated as given and received:

- a. 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

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- b. 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.
- E. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- F. **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.
- G. **NON-EXCLUSIVITY.** PTCI agrees that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with LGU BACDOR that offers similar or analogous services.
- H. **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.
- I. **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 in Bacoor City, Philippines, at the option of the plaintiff. The language of the arbitral proceedings shall be English or Filipino.
- J. **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.
- K. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise

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SCAN ME



Address: Bacoor Legislative and Executive Residence Bldg.,
Bacoor Blvd., City, Bayan ng Bacoor, Cavite
Telephone: (045) 117-0727
Website: www.bacoorcity.gov.ph



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CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



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 Agreement 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 Agreement.

- L. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.
- M. **VENUE.** The venue of all suits and actions arising out of or in connection with this Agreement shall be in the proper courts of the City of Bacoor, Province of Cavite the Parties hereto waiving any other venue.

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

CITY GOVERNMENT OF BACOOR

PHILIPPINE TRANSMARINE CARRIERS, INC.

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

MS. VIVIAN CATALINA C. CRISTOBAL
Chief Operating Officer

SIGNED IN THE PRESENCE OF:

Atty. AIMEE TORREFRANCA – NERI
City Administrator
City Administrator Office
City Government of Bacoor

Capt. RONALDO SJ. ENRILE
Senior Vice President
Senior Adviser for PTC Shipping
Philippine Transmarine Carriers, Inc.

Dr. ABRAHAM D. DE CASTRO, PhD.
City Government Department Head
City Public Employment Service Office
City Government of Bacoor

Mr. HECTOR MANUEL JON C. BRIZUELA
Program Manager
PTC Talent Acquisition Group
Philippine Transmarine Carriers, Inc.

MS. ANGIE C. CARIASO
Officer-in-Charge
Local Youth Development Office
City Government of Bacoor

Mr. JOSH CHRISTIAN P. McCARVER
Lead Program Officer
PTC Talent Acquisition Group
Philippine Transmarine Carriers, Inc.

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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ____ day of _____, 2025 personally appeared
the following:

NAME	Competent Proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
VIVIAN CATALINA C. CRISTOBAL		

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

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