

Republic of the Philippines Province of Cavite

CITY OF BACOOR OFFICE OF THE SANGGUNIANG PANLUNGSOD





Committee on Women, Children and Family Relations

EXCERPT FROM THE MINUTES OF REGULAR SESSIO

NO. WCFR-005-S-2025



Subject: "A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON AMONG THE CITY GOVERNMENT OF BACOOR, CHILD PROTECTION NETWORK (CPN) AND UNIVERSITY OF THE PHILIPPINES - PHILIPPINE GENERAL HOSPITAL (CHILD PROTECTION UNITE) (UPPGH-CPU), BARANGAY SAN NICOLAS 3, MOLINO 2, MOLINO 3, CITY OF BACOOR, CAVITE REGARDING IN THE ESTABLISHMENT OF TELE-CPU CENTERS IN THE SAID BARANGAYS." - (PCR 2025-824 dated 05 MAY 2025)

The Presiding Officer, Honorable Vice Mayor Rowena Bautista-Mendiola, presided over the 139TH Regular Session of the 5th Sangguniang Panlungsod, dated 05 May 2025.

Atty. Khalid Atega Jr. Sangguniang Panlungsod Secretary, proceeded with the roll call, the approval of the Journal and Minutes of the 138th Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

Upon reading, review and discussion of Other Matters of the 139TH Regular Session of the 5th Sangguniang Panlungsod, dated 05 May 2025 entitled: PCR 824-2925 "A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON AMONG THE CITY GOVERNMENT OF BACOOR, CHILD PROTECTION NETWORK (CPN) AND UNIVERSITY OF THE PHILIPPINES - PHILIPPINE GENERAL HOSPITAL (CHILD PROTECTION UNITE) (UPPGH-CPU), BARANGAY SAN NICOLAS 3, MOLINO 2, MOLINO 3, CITY OF BACOOR, CAVITE REGARDING IN THE ESTABLISHMENT OF TELE-CPU CENTERS IN THE SAID BARANGAYS.

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

Honorable Catherine Sarino-Evaristo, the Chairperson of Committee on Women, Children and Family Relations, moved the approval for the said subject matter.

The regular session was adjourned at 11:50A.M.

Prepared By:

Attested By:

Juliette I. Ilem

Local Legislative Staff Assistant III

COUN. CATHERIN SARINO-EVARISTO

Chairman

Committee on Persons with Disability



MONG THE CITY



Republic of the Philippines Province of Cavite

CITY OF BACOOR





COMMITTEE ON WOMEN, CHILDREN AND FAMILY RELATIONS

No.WCFR-005-S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON AMONG THE CITY GOVERNMENT OF BACOOR, CHILD PROTECTION NETWORK (CPN) AND UNIVERSITY OF THE PHILIPPINES – PHILIPPINE GENERAL HOSPITAL (CHILD PROTECTION UNITE) (UPPGH-CPU), BARANGAY SAN NICOLAS 3, MOLINO 2, MOLINO 3, CITY OF BACOOR, CAVITE REGARDING IN THE ESTABLISHMENT OF TELE-CPU CENTERS IN THE SAID BARANGAYS. (PCR 2025-824 dated 05 MAY 2025)

The draft Memorandum of Agreement was reviewed by the committee and was found to be beneficial to the concerned minors of the City of Bacoor.

The committee considered Article 360 of the Civil Code of the Philippines, Article 87 of Presidential Decree No. 603, and Section 5 of Republic Act 4881, otherwise known as An Act Creating a Council for the Protection of Children in Every City and Municipality of the Philippines, thus, state, to look after the welfare and protection of all children in their Cities and Municipalities, and LGU Bacoor likewise, desires and is willing to assist UPPGH-CPU in the fulfillment of UPPGH-CPU goals and encouraged partnerships in the barangays with programs that addresses the needs and concerns of children believed to have been abused.

Creating a Council for the Protection of Children in Every City and Municipality of the Philippines and the implementing Rules and Regulations of Republic Act. No. 7610 (RA 7610) play a vital role in the reporting of cases involving children believed to have suffered from abuse and exploitation.

COMMITTEE REPORT NO. WCFR 005-S-2025

PCR 2025 -824 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. MSBR TO SIGN A MOA AMONG THE CITY GOVERNMENT OF BACCOR, CPN AND UPPGH-CPU, BARANGAY SAN NICOLAS 3, MOLINO2, MOLINO 3

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Republic of the Philippines Province of Cavite

CITY OF BACOOR OFFICE OF THE SANGGUNIANG PANLUNGSOD





RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee hereby recommends TO APPROVE and PASS a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum Of Agreement on among the City Government Of Bacoor, Child Protection Network (CPN) and University Of The Philippines – Philippine General Hospital Child Protection Unite (UPPGH-CPU), Barangay San Nicolas 3, Molino 2, Molino 3, City of Bacoor, Cavite regarding in the establishment of TELE-CPU centers in the said barangays.

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

Signed this 9th day of May 2025 at the City of Bacoor, Cavite.

Committee on Women, Children and Family Relations

COUN. CATHERINE SARINO-EVARISTO

Chairman

COUN ROGELIO M. NOLASCO

Vice Chairman

COUN. ADRIELITO G. GAWARAN

Member

COUN. REYNALDO D. PALABRICA

COMMITTEE REPORT NO. WCFR 005-S-2025

PCR 2025 -824 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. MSBR TO SIGN A MOA AMONG THE CITY GOVERNMENT OF BACCOR, CPN AND UPPGH-CPU, BARANGAY SAN NICOLAS 3, MOLINO2, MOLINO 3

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Republic of the Philippines Province of Cavite CITY OF BACOOR





OFFICE OF THE SANGGUNIANG PANLUNGSOD RECEIVED

DATE 2/2/25 TIME: 0:24

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 356, Series of 2025

TO

Hon, STRIKE B. REVILLA

City Mayor

CC

Ms. EMILIANA DR. UGALDE, RSW

CSWD Officer

THRU:

Ms. GINA PORNELOS

Assistant Department Head, CSWD

SUBJECT

Transmittal - Memorandum of Agreement with the Child

Protection Network and the UP - PGH (Child Protection Unit)

DATE

30 April 2025

The University of the Philippines – Philippine General Hospital (Child Protection Unit) (UPPGH-CPU), as part of its service, integrates medical diagnostic, forensic, therapeutic, and preventive responses to abused children in order (1) to provide the necessary health care and psychosocial services, (2) minimize - if not prevent - retraumatization, and (3) support the child and his/her family to stop the abuse and keep the child safe. The UPPGH-CPU, with UNICEF, aims to provide its service remotely and partner with Local Government Units with the highest number of child abuse cases by facilitating access for patients to PGH-CPU services which includes telemedicine for mental health, medical follow-ups, and case management.

The Barangays San Nicolas 3, Molino II and Molino III are the chosen Barangays to establish Tele-CPU centers in the City of Bacoor. Today, the Representative of UPPGH-CPU has agreed to the draft Memorandum of Agreement forwarded by this Office to them last 16 August 2024.

All things having been found to be in order, we hereby endorse to your good office a copy of the draft Agreement for your review and, if found sufficient, for its further endorsement to the Sangguniang Panlungsod for their appropriate action. This Office has attached a draft endorsement to the Sangguniang Panlungsod, for your convenience.

Thank you.

Respectfully

ATTY MARIUS D. SUMIRA

Office of the City Legal Service

Approved by:

ATTY KIM NYCA R. LOFRANCO

City Legal Officer

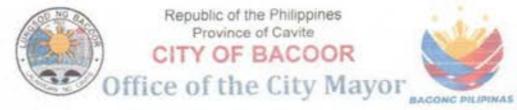








Cert. no. 24/181809







30 April 2025

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor Bacoor Government Center Bacoor City, Cavite

THRU:

Atty. Khalid Atega, Jr.

Sanggunian Panlungsod Secretary

SUBJECT:

Request for Authority to Sign the Memorandum of

Agreement with the Child Protection Network and the

UP - PGH (Child Protection Unit)

Dear Hon. Bautista-Mendiola:

The University of the Philippines - Philippine General Hospital (Child Protection Unit) (UPPGH-CPU), as part of its service, integrates medical diagnostic, forensic, therapeutic, and preventive responses to abused children in order (1) to provide the necessary health care and psychosocial services, (2) minimize - if not prevent - retraumatization, and (3) support the child and his/her family to stop the abuse and keep the child safe. The UPPGH-CPU, with UNICEF, aims to provide its service remotely and partner with Local Government Units with the highest number of child abuse cases by facilitating access for patients to PGH-CPU services which includes telemedicine for mental health, medical follow-ups, and case management.

The Barangays San Nicolas 3, Molino II and Molino III are the chosen Barangays to establish Tele-CPU centers in the City of Bacoor. Today, the Representative of UPPGH-CPU has agreed to the draft Memorandum of Agreement forwarded by this Office to them last 16 August 2024. The draft MOA is attached herewith for your immediate 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 Memorandum of Agreement with the Child Protection Network, UP-PGH (Child Protection Unit) and identified Barangays in the City. Considering the upcoming LCAT-VAWC Functionality, we would appreciate if you will certify this request as urgent.

Respectfully yours.

EB. REVILLA

City Mayor







MEMORANDUM OF AGREEMENT

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

The UNIVERSITY OF THE PHILIPPINES – PHILIPPINE GENERAL HOSPITAL (CHILD PROTECTION UNIT), a unit directly attached to the government hospital duly organized and existing under the laws of the Republic of the Philippines with principal address at Taft Avenue, Ermita, Manila, represented herein by PGH Director, Dr. GERARDO D. LEGASPI, M.D., hereinafter referred to as the "UPPGH - CPU";

The CHILD PROTECTION NETWORK FOUNDATION, INC., a non-stock, non-profit and licensed Non-Government Organization (NGO) with principal address at Mezzanine, Tropicana Apartment Hotel, 1630 L.M. Guerrero St., Malate, Manila, represented by its Executive Director, Dr. BERNADETTE J. MADRID, M.D., hereinafter referred to as "CPN";

CITY GOVERNMENT OF BACOOR, a local government unit created and existing under the laws of the Republic of the Philippines, with 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 Sangguniang Panlungsod Resolution No. ______, Series of 2024, hereinafter referred to as the "LGU BACOOR";

-and-

BARANGAY SAN NICOLAS 3, a local government unit of the Republic of the Philippines, with address at the Barangay Hall, Brgy. San Nicolas III, City of Bacoor, Cavite, represented herein by its Punong Barangay, Hon. ALFREDO F. AREVALO, hereinafter referred to as the "BARANGAY SAN NICOLAS 3;"

BARANGAY MOLINO II, a local government unit of the Republic of the Philippines, with address at the Barangay Hall, Bgry. Molino II, City of Bacoor, Cavite, represented herein by its Punong Barangay, Hon. MICHAEL J. SAQUITAN, hereinafter referred to as the "BARANGAY MOLINO II;"

BARANGAY MOLINO III, a local government unit of the Republic of the Philippines, with address at the Barangay Hall, Bgry. Molino III, City of Baccor, Cavite, represented herein by its Punong Barangay, Hon. APOLONIO I. ADVINCULA, JR., hereinafter referred to as the "BARANGAY MOLINO III;" and

BARANGAY SAN NICOLAS 3, BARANGAY MOLINO II, and BARANGAY MOLINO III, shall be collectively referred to as "BARANGAYS". While UP-PGH, UPPGH-CPU, LGU BACOOR, BARANGAY SAN NICOLAS 3, BARANGAY MOLINO II, and BARANGAY MOLINO III, shall be hereinafter collectively referred to as the "PARTIES".

WITNESSETH: That

WHEREAS, the UP-PGH established and is maintaining a Child Protection Unit (CPU) at the Philippine General Hospital;

WHEREAS, UPPGH-CPU endeavors to strengthen the enforcement of the rights of children, particularly the abused and those at risk, through various initiatives in education, health, judicial, law enforcement, and social welfare, in partnership with various government and non-government organizations;

WHEREAS, the UPPGH-CPU, as part of its service, integrates medical diagnostic, forensic, therapeutic, and preventive responses to abused children in order (1) to provide the necessary health care and psychosocial services, (2) minimize - if not prevent - retraumatization, and (3) support the child and his/her family to stop the abuse and keep the child safe;

WHEREAS, UPPGH-CPU, with UNICEF, aims to provide its service remotely and partner with Local Government Units at 55 hotspot barangays in thirteen (13) cities (Manila, Parañaque, Las Piñas, Pasay, Malabon, Navotas, Caloocan, Bacoor, Dasmariñas, Imus, Gen. Trias, Gen. Mariano Alvarez, Taguig) with the highest number of child abuse cases by facilitating access for patients to PGH-CPU services which includes telemedicine for mental health, medical follow-ups, and case management - while non-abused children needing other medical services may schedule appointments by using the provided computer to access OCRA (PGH Online Consultation Request an Appointment);

WHEREAS, the CPN shares the aims of the UPPGH-CPU and provides support in the delivery of medical, psychosocial, and legal services to abused children and through other means possible;

WHEREAS, the LGU BACOOR, as a partner local government unit, is mandated under Article 360 of the Civil Code of the Philippines, Article 87 of Presidential Decree No. 603, and Section 5 of Republic Act 4881, otherwise known as An Act Creating a Council for the Protection of Children in Every City and Municipality of the Philippines, to look after the welfare and protection of all children in their Cities and Municipalities and LGU BACOOR likewise desires and is willing to assist UPPGH-CPU in the fulfillment of UPPGH-CPU goals;

WHEREAS, the BARANGAYS, through their Barangay Council for the Protection of Children, established in accordance with Article 87 of Presidential Decree No. 603 and the Implementing Rules and Regulations of Republic Act No. 7610 (RA 7610), play a vital role in the reporting of cases involving children believed to have suffered from abuse and exploitation;

WHEREAS, the UPPGH-CPU aims to provide, in several Barangays throughout the Philippines, the means by which children, especially the abused and those at risk, can communicate and access the services of the CPU electronically and digitally without having to physically travel to UP-PGH;

WHEREAS, the BARANGAYS desire to perform a more proactive role in helping the children, especially the abused and those at risk, and agree to partner with UPPGH-CPU with the assistance of the LGU BACOOR by providing a base from which children from the BARANGAYS may access the services of UPPGH-CPU electronically and digitally and to perform other services as hereinafter described;

NOW, THEREFORE, for and in consideration of the foregoing premises, with the parties remaining committed to the agreements they had made and entered into, and in addition thereto, the same parties hereby agree to the following terms and conditions:

A. UPPGH-CPU shall perform the following:

- Provide medico-legal, psycho-social services to all children evaluated as child abuse victims, either through teleconsultation or within the UPPGH-CPU facilities.
- Provide online training for social workers and Barangay Violence Against Women and Children (VAWC) Desk Officers managing child abuse cases.
- Coordinate with the City Social Welfare and Development Office (CSWDO) of the LGU BACOOR all UPPGH-CPU Cases from the City of Bacoor and the schedule of use of the Tele-CPU Centers within the community.
- 4. Monitor the functionality and usage of Tele-CPU centers and ensure they adhere to existing guidelines on teleconsultation and child protection developed by the Department of Health, Philippine Pediatric Society, Medical Informatics Unit of UP College of Medicine, and UPPGH-CPU.

B. The CPN shall perform the following:

- Provide the technical and support services during the establishment of new Tele-CPU Centers in the selected barangays of the City of Bacoor.
- Provide the technical and support services for the online training of social workers and Barangay VAWC Desk Officers/Tele-CPU Focal Persons managing child abuse cases.

C. The LGU BACOOR, through its CSWDO, shall perform the following functions and accept the following responsibilities:

- Monitor and evaluate the Tele-CPU centers located in the chosen barangays within the City of Bacoor and ensure that they adhere to existing guidelines on Teleconsultation and the protection of children.
- 2. Conduct an inspection of the recipient barangays as appropriate.
- Ensure the signing of Consent for Evaluation by a registered social worker
 of the CSWDO when a concerned citizen brings a child or the child has no
 accompanying adult relative. The Consent for Evaluation may be signed at
 the UPPGH-CPU office, or it may be faxed, texted, or emailed back to
 UPPGH-CPU.
- 4. Ensure Placement for protective custody if:

- a. It is evaluated that it would not be safe for the child to go home and that placement with a protective relative or shelter is the only option; the CSWDO social worker must be immediately informed by the UPPGH-CPU Case Manager to be able to conduct the necessary placement.
- b. Due to exigent circumstances, the social worker cannot conduct the placement; the CSWDO social worker shall give certification to a UPPGH-CPU social worker so the latter can conduct it.
- Implement rescue of a child when necessary. The CSWDO shall coordinate with the police and the barangay to rescue a child who was sent home but was later assessed as at-risk during a home visit.
- Assist children in the filing of complaints when parents or relatives of the child do not support the filing of complaints against the child's abusers. The CWSDO shall also assist children who are under protective custody.
- Assist children during court trials by transporting a child who is under protective custody to and from the court and the shelter in the event of an ongoing court case.
- Ensure confidentiality of all cases involving abused and at-risk children's cases endorsed by the UPPGH-CPU.
- Conduct and participate in regular monthly case conferences. The CSWDO shall be represented by the social worker in charge of recommending and monitoring cases with the UPPGH-CPU.
- Assist the BARANGAYS in monitoring cases of child abuse.

D. The BARANGAYS within the City of Bacoor shall perform the following functions:

- Appoint a focal person for this project in the barangay, preferably the VAWC Desk Officer, who is duly trained to assist victims of child abuse.
- 2. The focal person shall be responsible for the following:
 - Coordinate with UPPGH-CPU, CPN, and CSWDO of LGU BACOOR on this project.
 - b. Ensure that he/she has sole access to the Tele-CPU equipment, such as the desktop computer and cellular phone, which shall be used for the exclusive purpose for which this Agreement has been executed. The provided equipment shall be used only for cases involving child abuse evaluated at UPPGH-CPU and other Women and Children Protection Units (WCPUs) and shall not be used for other barangay affairs. The focal person shall be responsible for ensuring the necessary internet connectivity for this purpose.
 - Perform the initial processing of the child suspected to be at risk or abused.
 - Assist the child in the use of the equipment.

- Assist the child generally in the effective delivery of the services to be rendered by UPPGH-CPU and CSWDO of LGU BACOOR.
- f. Provide monthly reports on the utilization of the Tele-CPU Center to the CSWDO of LGU BACOOR, UPPGH-CPU, and CPN.
- Use the provided equipment and software solely for the following purposes:
 - Conduct telemedicine and teleconsulting services with UP-PGH CPU and CSWDO of LGU BACOOR.
 - Follow-up consultations with UP-PGH CPU and the CSWDO of LGU BACOOR.
 - Schedule appointments for children to be seen or examined at the PGH Out-patient Department.
 - d. Attend case conferences, trainings, and seminars on Women and Children Protection.
 - e. Conduct of scheduled court hearings involving the child.
- Allow children from nearby Barangays from the same City referred by UPPGH-CPU to use the facility for CPU follow-up and scheduling.
- Maintain and secure the equipment and guarantee that its possession and custody shall remain with the barangay.
- The maintenance and repair of the equipment is the responsibility of the barangay. Should there be any damage, it should be promptly fixed and reported to UPPGH-CPU.
- Provide a room where children will have privacy during the telemedicine or teleconsultation. All information gathered from the clients and the service providers during the conduct of the telemedicine or tele-consult shall remain confidential.
- Require the Focal Person or VAWC Desk Officers to undergo the Barangay Training on Child Protection offered by UPPGH-CPU and CPN.
- Act as a witness in the Contract with children selected as high-risk who are entrusted with a smartphone if made available by CPN through UPPGH-CPU.
- Maintain, at all times, the right to privacy and confidentiality of the children and their families, and ensure that all Barangay Officials and Staff shall not divulge, in any manner, confidential information pertaining to child abuse cases, in particular information regarding the children and their families, as provided under RA 7610, Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 and other similar laws.

E. Confidentiality and Non-Disclosure

The PARTIES hereby undertake to perform the following obligations in accordance with the provisions of R.A. No. 10173 (Data Privacy Act of 2012) and its implementing rules and regulations:

- It shall treat any and all data or information it shall have access to or gathered from UP-PGH with utmost confidentiality.
- It shall use said information solely to achieve its legitimate purpose and must not divulge such to all other persons or entities that are not parties to this Agreement.
- It shall not give or provide access to any data or information received or generated in the course of utilizing the said data or information to any unauthorized individual/s or entity/ies. The parties must use all resources and capabilities available to prevent any unauthorized access to said data or information.
- 4. It shall keep the data, information or records received from UP-PGH in a secured area within its premises, and it must be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information.
- It shall not record, videotape, stream or use any recording device during the tele-medicine or tele-consult without the express consent of the UPPGH-CPU representative during the tele-medicine or tele-consult as well as the express and written consent of the UPPGH-CPU client.
- 6. It shall not reproduce or print any data, information, or records received from UP-PGH in any form – hard copy, soft copy, or electronic copy – without the written consent of UP-PGH. Further, it shall restrict access to said data only to persons duly authorized by UP-PGH. Any changes in the authorized persons shall take effect or be implemented only upon approval by UP-PGH.
- 7. It shall return, destroy, delete, or dispose of the data, information, or records in its possession upon demand by UP-PGH if upon determination by UP-PGH that the party/ies do not require further access to such information or that it has violated the terms and conditions of these Non-Disclosure provisions of the Agreement or the provisions of the Data Privacy Act of 2012. It shall provide proof of compliance/deletion of said data, information, or records to UP-PGH.
- It shall disclose and report to UP-PGH and acknowledge liability for any breach of the non-disclosure provisions of this Agreement by any of its agents or employees.
- It shall comply with all the provisions of RA 10173, or the Data Privacy Act of 2012, and its implementing rules and regulations.
- 10. SURVIVAL OF CONFIDENTIALITY. This Section on Confidentiality and Non-disclosure shall survive the expiration or termination, for whatever cause, of this Agreement. The duties and obligations of confidentiality contained herein and as required by law shall remain in effect, in perpetuity, upon termination or expiration of this Agreement. Any violation of this duty of non-disclosure and confidentiality shall be pursued and prosecuted by the UP-PGH to the fullest extent of the law.

- This Memorandum of Agreement, consisting of nine (9) pages, including
 this page, shall take effect upon signing hereto by the parties and/or their
 authorized representatives and shall remain valid and effective for a period
 of three (3) years unless sooner terminated by the parties for a valid cause
 or causes. This Agreement may be modified, amended, and/or renewed
 under terms and conditions mutually acceptable to both parties and duly
 executed in writing.
- Violation of any of the terms and conditions of this Agreement shall be sufficient cause for revocation, rescission, or termination of this Agreement by mere notice to the party in default without the need for any legal action or court order.

G. Other Provisions

- In the event that any term or provision in this Agreement is found to be invalid or unenforceable under Philippine laws or regulations, such term or provision shall be deemed stricken from this Agreement, but the provisions unaffected thereby shall remain valid and subsisting.
- In case of conflict between the parties arising from this Agreement, they agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute.
- 3. Should the Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute between the Parties reach the courts of law, the parties agree that the competent courts in the City of Bacoor shall have exclusive jurisdiction over the same.
- 4. This Agreement is the complete and exclusive statement of agreement concerning the subject matter of this Agreement and supersedes all prior understandings, oral communications, and writings in respect of the subject matter of this Agreement. This Agreement may be amended or modified only in writing and signed by the Parties.
- In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- 6. The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

H. Indemnification and Limited Liability

Notwithstanding anything to the contrary in this Agreement, neither of the Parties shall be liable to the other Party or Parties, by reason of any representation or express or implied warranty, condition or other term or any duty under law, for any indirect, incidental, special, or lost profits, however caused and on any theory of liability arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____ 2024 in the City of Baccoor, Cavite, Philippines.

CITY GOVERNMENT OF BACOOR

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No.

Series of 2024

PHILIPPINE GENERAL HOSPITAL
(CHILD PROTECTION UNIT)

FOUNDATION, INC

By:

Ву:

Dr. GERARDO D. LEGASPI PGH Director Dr. BERNADETTE J. MADRID

Executive Director

BARANGAY SAN NICOLAS 3

BARANGAY MOLINO II

By:

By:

Hon. ALFREDO F. AREVALO Barangay Chairman Hon. MICHAEL J. SAQUITAN Barangay Chairman

BARANGAY MOLINO III

Ву:

Hon. APOLONIO I. ADVINCULA, JR. Barangay Chairman

SIGNED IN THE PRESENCE OF:

Dr. MARISSA B. LUKBAN
Chair, Department of Pediatrics
Philippine General Hospital

ATTY. KATRINA LEGARDA

Director, National Network of WCPUS

CPN Foundation, Inc.

Dr. MARIANNE JOY N. NARIA-MARITANA

Tele-CPU Project Officer

CPN Foundation, Inc.

FELICIA S. RAZON Member of the Board CPN Foundation, Inc.

ATTY. AIMEE TORREFRANCA-NERI City Administrator

Republic of the Philippines)

MS. EMILIANA DR. UGALDE
City Social Welfare and Development
Officer

ACKNOWLEDGMENT

BEFORE ME, this _____ day of August 2024 at Bacoor City, Cavite, personally appeared the following:

Name

ID No.

Date/Place Issued

Dr. Gerardo D. Legaspi
Dr. Bernadette J. Madrid
Hon. Strike B. Revilla
Emiliana DR. Ugalde
Hon. Alfredo Arevalo
Hon. Michael Saquitan
Hon. Apolonio Advincula, Jr.

Known to me to be the same person who executed the Memorandum of Agreement, and they acknowledge to me the same is their free and voluntary act or deed. This instrument, consisting of nine (9) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by all the persons and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

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