



COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE REPORT

NO. ENR 018-S-2026

Subject: *(PCR 501-2026) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO. FOR THE PROPOSED DEVELOPMENT, INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT OF A WASTEWATER TREATMENT PLANT (WWTP) WITHIN THE CITY OF BACOR. (Date referred June 29, 2026).*

FINDINGS:

The planned project goals to promote environmental preservation in the city, aims for sustainable urban development, wastewater management, and sanitation through the construction of a wastewater treatment plant designed to handle requirements for commercial, industrial, institutional, and other wastewater treatment businesses in the city that produce wastewater.

The relevant environmental laws and regulations, together with the Local Government Code, are devoted to advancing sustainable development, environmental preservation, and public health urban development by creating and sustaining sufficient facilities for managing and treating wastewater under its authority.

The city owns, manages, and/or has legal authority over certain land areas located in Barangays Talaba, Zapote, and Nalicasí, City of Bacor, Cavite, which could be used for environmental and public infrastructure management initiatives. The business has suggested the creation, setup, ownership, management, and upkeep of waste water treatment plan facilities in the City for the control and treatment of wastewater produced in regions designated by the In order to improve environmental compliance and safeguard water, the city resources and enhancing sanitary services for the general public's advantage.

The wastewater treatment facility to be designed, financed, constructed, installed, owned, operated, maintained, repaired, upgraded, and managed by the Company within the Project Site. The treatment shall initially have a treatment capacity of three (3) million liters per day ("MLD"), expandable to ten (10) MLD or such greater capacity as may be determined by the Company based on operational requirements.



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



The WWTP may include, without limitation, the following components: Modular treatment tanks and related process equipment, solar photovoltaic systems and energy storage facilities, vacuum belt filtration and sludge management systems, vacuum trucks and other service vehicles, electrical, automation, instrumentation, monitoring and control Systems, administrative, operational, laboratory, and control buildings, storage, monitoring, quality assurance, and ancillary facilities; and such other improvements, equipment, machinery, and appurtenances as may be necessary for the efficient operation.

OBLIGATION OF BOTH PARTIES

OBLIGATIONS OF THE COMPANY	OBLIGATIONS OF THE CITY
1. Finance, design, engineer, procure, construct, install, test, commission, own, operate, maintain, repair, replace, upgrade, and manage the WWTP and all related facilities, equipment, machinery, and appurtenances necessary for the implementation of the Project. 2. Obtain, secure, maintain, and renew all permits, licenses, clearances, certifications, accreditations, and approvals required under applicable laws and regulations for the construction, operation, maintenance, and management of the WWTP, except those which, by law, may only be secured by the City. 3. Operate and maintain the WWTP in accordance with applicable environmental laws, engineering standards, health and safety regulations, and industry best practices. 4. Ensure that the WWTP continuously meets the applicable wastewater discharge standards and other regulatory requirements imposed by the DENR, LLDA, and other competent government agencies. 5. Install, operate, and maintain all necessary equipment, facilities, machinery, utilities, monitoring systems, laboratory equipment, vehicles, and support infrastructure required for the efficient operation of the WWTP. 6. Employ and maintain qualified technical, administrative, and operational personnel necessary for the operation, maintenance, monitoring and management of the WWTP.	1. The City shall grant the Company the right to use and occupy, throughout the Term of this Agreement, the parcel of land designated by the Parties and located in Barangays Talaba, Zapote, and Nalicsi, City of Bacoor, covered by Transfer Certificate of Title No. 167-2019000685. The property, with an aggregate area of approximately Seven Thousand Five Hundred Fifty-Nine (7,559) square meters, shall constitute the permanent site of the Project, provided that approximately Three Thousand (3,000) square meters thereof shall be specifically allocated for the establishment, operation, maintenance, and expansion of the WWTP and its ancillary facilities. 2. Warrant that it has lawful authority, possession, administration, ownership, or control over the Project Site and that the same is free from legal impediments that would materially prevent the implementation of the Project. 3. Grant the Company uninterrupted and reasonable access to the Project Site including rights of ingress and egress necessary for the construction, operation, maintenance, repair, replacement, and expansion of the WWTP. 4. Refrain from interfering with, obstructing, dismantling, relocating, modifying, or otherwise affecting the WWTP or any of its facilities without the prior written consent of the Company. 5. Assist the Company, to the extent permitted by law, in securing permits, licenses, clearances,



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



7. Implement and maintain adequate environmental, health, safety, security, emergency response, and risk management programs for the protection of personnel, the public, and the environment.

8. Ensure that the operation of the WWTP does not create unreasonable nuisance, including excessive noise, odor, smoke, dust, hazardous discharges, or other environmental impacts beyond those permitted by applicable laws and regulations.

9. Submit periodic operational, environmental compliance, and performance reports to the City as may be reasonably required under this Agreement.

10. Maintain the Project Site in a clean, orderly, and safe condition throughout the Term of this Agreement.

11. Pay all taxes, fees, charges, assessments, and obligations imposed upon the Company or arising from the ownership, operation, and maintenance of the WWTP, except those expressly assumed by the City under this Agreement.

12. Immediately notify the City of any incident, accident, system failure, environmental non-compliance, or regulatory action that may materially affect the operation of the WWTP or the implementation of the Project.

endorsements, and approvals necessary for the implementation and operation of the Project

6. Support and promote compliance by commercial, industrial, institutional, and other wastewater generating establishments with applicable environmental and wastewater management regulations.

7. Subject to applicable laws and the enactment of the necessary ordinances, encourage and facilitate the utilization of the WWTP by establishments required to comply with wastewater treatment and disposal requirements.

8. Coordinate with relevant local government offices, agencies, and stakeholders to facilitate the efficient implementation and operation of the Project.

9. Ensure that the Project Site remains reasonably accessible and free from unlawful encroachments or third-party interference that may materially affect the operation of the WWTP.

10. Promptly notify the Company of any governmental action, local ordinance, claim, complaint, or proceeding that may materially affect the Project, the Project Site or the operation of the WWTP.

11. Extend such cooperation and assistance as may be reasonably necessary for the successful implementation of the Project and the attainment of the Parties' shared environmental and public service objectives.

RECOMMENDATION:

The committee respectfully recommends the **APPROVAL** of **Proposed City Resolution No. 501-2026 ENTITLED: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO. FOR THE PROPOSED DEVELOPMENT, INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT OF A WASTEWATER TREATMENT PLANT (WWTP) WITHIN THE CITY OF BACOOR.**



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

Signed this 2nd day of July 2026 at the City of Bacoor, Cavite.

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

COUN. LEVY M. TELA

Chairman

Vice Chairman – Committee on Rules, Privileges, Laws and Ordinances

COUN. REYNALDO M. FABIAN

Vice Chairman

Member – Committee on Rules, Privileges, Laws and Ordinances

COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

COUN. REYNALDO D. PALABRICA

Chairman

Member-Committee on Environment and Natural Resources

COUN. ADRIELITO GAWARAN

Member

Member- Committee on Environment and Natural Resources



COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

EXCERPT FROM THE MINUTES OF THE 49TH REGULAR SESSION

NO. ENR 018-S-2026

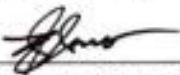
Subject: *(PCR 501-2026) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO. FOR THE PROPOSED DEVELOPMENT, INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT OF A WASTEWATER TREATMENT PLANT (WWTP) WITHIN THE CITY OF BACOOR. (Date referred June 29, 2026).*

The referral of the above-mentioned subject by the Presiding Officer Vice Mayor, Rowena Bautista-Mendiola transpired during the 49th Regular Session of the 6th Sangguniang Panlungsod on June 29, 2026. The matter was referred to the Committee on Environment and Natural Resources, chaired by Hon. Levy M. Tela.

This Resolution aims to authorize the City Mayor to enter into a Memorandum of Agreement with M and M Trading Consultancy and Industrial Services Co. involving the proposed development, installation, operation, maintenance, and management of a Wastewater Treatment Plant (WWTP) within the territorial jurisdiction of the City of Bacoor.

The proposed Project seeks to support the City's environmental protection, sanitation, wastewater management, and sustainable urban development objectives through the establishment of a wastewater treatment facility intended to address wastewater treatment requirements of commercial, industrial, institutional, and other wastewater-generating establishments within the city.

Prepared by:


ELENA B. SOMBRANO
Local Legislative Staff Assistant 1

Attested by:


COUN. LEVY M. TELA
Chairman
Committee on Environment and Natural Resources



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



CGBCR-MO-02-F08.03
03/09/2026

22 June 2026

TO : HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor and Presiding Officer
Sangguniang Panlungsod ng Bacoor
Bacoor Government Center
Brgy. Bayanan, City of Bacoor

THRU : Atty. KHALID A. ATEGA, JR.
SP Secretary
Office of the Sangguniang Panlungsod

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOR CITY, CAVITE
LYN Q. AINZA
ADMIN. ASSISTANT I
TIME: 5:01 DATE: 6/24/26

**Subject : ENDORSEMENT OF PROPOSED MEMORANDUM
OF AGREEMENT FOR THE ESTABLISHMENT,
OPERATION, AND MAINTENANCE OF A
WASTEWATER TREATMENT PLANT (WWTP)**

Dear Vice Mayor Bautista-Mendiola:

Greetings.

Respectfully endorsed for appropriate review, deliberation, and consideration is the attached proposed Memorandum of Agreement between the City Government of Bacoor and M and M Trading Consultancy and Industrial Services Co. involving the proposed development, installation, operation, maintenance, and management of a Wastewater Treatment Plant (WWTP) within the territorial jurisdiction of the City of Bacoor.

The proposed Project seeks to support the City's environmental protection, sanitation, wastewater management, and sustainable urban development objectives through the establishment of a wastewater treatment facility intended to address wastewater treatment requirements of commercial, industrial, institutional, and other wastewater-generating establishments within the City.

Considering that the proposed arrangement contemplates the use and occupancy of City-owned property for a period of twenty-five (25) years, together with other obligations and undertakings on the part of the City Government, this Office respectfully refers the matter to the Honorable Sangguniang Panlungsod for its review and determination of the appropriate legislative authority, approval, concurrence, authorization, or other action as may be required under the Local Government Code of 1991, existing laws, rules, regulations, and local ordinances.



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181809



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



BAGONG PILIPINAS



AWARDEE

This Office likewise respectfully recommends that the proposed Memorandum of Agreement be referred to the appropriate committees of the Sangguniang Panlungsod for further study and evaluation, particularly with respect to environmental compliance, property utilization, wastewater management, public-private sector participation, fiscal implications, and other legal and policy considerations that may affect the implementation of the Project.

For this purpose, attached are copies of the proposed Memorandum of Agreement and supporting documents for the consideration of the Honorable Body.

Thank you for your usual support and cooperation.

In the service of the City of Bacoor,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181809

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "**Agreement**") is executed by and between:

M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at UNIT 201 GUIMARAS BLDG., BONIFACIO HIGH STREET CONDOMINIUM LAWTON STREET FORT BONIFACIO 1634 TAGUIG CITY NCR, FOURTH DISTRICT PHILIPPINES, represented herein by its authorized representative, **MANOLITO F. ABUYAN** (hereinafter referred to as the "**Company**");

- and -

CITY OF BACOR, CAVITE, a duly constituted public corporation with office address at Bacoor Blvd., City of Bacoor, Cavite, represented herein by its duly elected City Mayor, **HON. STRIKE BAUSTISTA REVILLA** (hereinafter referred to as the "**City**");

(each a "**Party**", collectively, the "**Parties**")

WITNESSETH: That -

WHEREAS, the City, in the exercise of its powers and responsibilities under the Local Government Code and applicable environmental laws and regulations, is committed to promoting public health, environmental protection, and sustainable urban development through the establishment and maintenance of adequate wastewater management and treatment facilities within its jurisdiction;

WHEREAS, the City owns, administers, and/or exercises lawful control over certain parcels of land situated within Barangays Talaba, Zapote, and Nalicas, City of Bacoor, Cavite, which may be utilized for public infrastructure and environmental management projects;

WHEREAS, the Company possesses the technical expertise, experience, financial capability, and resources necessary to develop, design, construct, install, own, operate, and maintain wastewater treatment plant ("**WWTP**") facilities and related environmental infrastructure;

WHEREAS, the Company has proposed the development, installation, ownership, operation, and maintenance of WWTP facilities within the City for the treatment and management of wastewater generated from areas identified by the City, with the objective of enhancing environmental compliance, protecting water resources, and improving sanitation services for the benefit of the public;

WHEREAS, the City has determined that the proposed project will advance its environmental management objectives and public service mandate and is therefore willing to make available the necessary site or sites for the establishment of the WWTP facilities, subject to the terms and conditions set forth herein;

WHEREAS, the Parties desire to define their respective rights, obligations, and responsibilities in connection with the development, installation, ownership,

operation, maintenance, and use of the WWTP facilities and to establish a framework for their cooperation in the implementation of the Project;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings herein contained, the Parties hereby agree as follows:

ARTICLE ONE PROJECT DEFINITION AND DESCRIPTION

1.1. Wastewater Treatment Plant (WWTP)

The "WWTP" shall refer to the wastewater treatment facility to be designed, financed, constructed, installed, owned, operated, maintained, repaired, upgraded, and managed by the Company within the Project Site. The WWTP shall initially have a treatment capacity of three (3) million liters per day ("MLD"), expandable to ten (10) MLD or such greater capacity as may be determined by the Company based on operational requirements.

The WWTP may include, without limitation, the following components:

- (a) Modular treatment tanks and related process equipment;
- (b) Solar photovoltaic systems and energy storage facilities;
- (c) Vacuum belt filtration and sludge management systems;
- (d) Vacuum trucks and other service vehicles;
- (e) Electrical, automation, instrumentation, monitoring, and control systems;
- (f) Administrative, operational, laboratory, and control buildings;
- (g) Storage, monitoring, quality assurance, and ancillary facilities; and
- (h) Such other improvements, equipment, machinery, and appurtenances as may be necessary for the efficient operation of the WWTP.

1.2. Project Site

The WWTP shall be constructed on a parcel of land to be made available by the City, consisting of an area of approximately Three Thousand (3,000) square meters, or such area as may be mutually agreed upon by the Parties. The Project Site shall include all areas reasonably necessary for the construction, operation, maintenance, access, expansion, and security of the WWTP.

1.3. Ownership of Facilities

All improvements, structures, machinery, equipment, systems, installations, and appurtenances comprising the WWTP shall remain the sole and exclusive property of the Company throughout the Term of this Agreement.

Upon expiration or termination of this Agreement, for any reason, ownership of the WWTP facility and all permanent improvements constructed on the leased property

shall be transferred to the City Government of Bacoor in good operating condition, free and clear of all liens and encumbrances, and in accordance with applicable laws, rules, and regulations.

The Company shall, at its own cost and expense, deliver the WWTP facility and all permanent improvements in good operating condition, ordinary wear and tear excepted, and in a state of readiness for continued operation by the City.

The Parties shall execute all documents and take all such actions as may be necessary or reasonably required to effectuate the transfer of ownership of the WWTP facility and all permanent improvements to the City Government of Bacoor.

Nothing in this Agreement shall be construed to require the City to pay any consideration for such transfer, unless otherwise provided by applicable law.

If prior to the expiration of the Term, the Parties mutually agree in writing to a transfer, purchase, or turnover of the facility, such transfer shall be subject to terms and conditions mutually acceptable to both Parties and compliant with applicable laws and regulations.

During the Term, the Company shall be responsible for the operation, maintenance, repair, renewal, and replacement of the WWTP facility and all permanent improvements in accordance with this Agreement and applicable laws, rules, and regulations.

ARTICLE TWO TERM OF THE AGREEMENT

2.1. This Agreement shall remain in full force and effect for a period of twenty five (25) years commencing from the Commercial Operations Date, being the date on which the WWTP becomes fully operational and capable of accepting wastewater for treatment.

2.2. The Parties may renew this Agreement for such period and upon such terms as may be mutually agreed upon in writing at least six (6) months prior to the expiration of the Term.

2.3. Upon expiration of the Term, the Parties may negotiate the transfer, purchase, or continued operation of the WWTP. In the absence of a separate written agreement, ownership of the WWTP shall remain vested in the Company.

ARTICLE THREE OBLIGATIONS OF THE COMPANY

The Company shall, at its sole cost and expense, undertake the following:

3.1. Finance, design, engineer, procure, construct, install, test, commission, own, operate, maintain, repair, replace, upgrade, and manage the WWTP and all related facilities, equipment, machinery, and appurtenances necessary for the implementation of the Project.

3.2. Obtain, secure, maintain, and renew all permits, licenses, clearances, certifications, accreditations, and approvals required under applicable laws and

regulations for the construction, operation, maintenance, and management of the WWTP, except those which, by law, may only be secured by the City.

3.3. Operate and maintain the WWTP in accordance with applicable environmental laws, engineering standards, health and safety regulations, and industry best practices.

3.4. Ensure that the WWTP continuously meets the applicable wastewater discharge standards and other regulatory requirements imposed by the DENR, LLDA, and other competent government agencies.

3.5. Install, operate, and maintain all necessary equipment, facilities, machinery, utilities, monitoring systems, laboratory equipment, vehicles, and support infrastructure required for the efficient operation of the WWTP.

3.6. Employ and maintain qualified technical, administrative, and operational personnel necessary for the operation, maintenance, monitoring, and management of the WWTP.

3.7. Implement and maintain adequate environmental, health, safety, security, emergency response, and risk management programs for the protection of personnel, the public, and the environment.

3.8. Ensure that the operation of the WWTP does not create unreasonable nuisance, including excessive noise, odor, smoke, dust, hazardous discharges, or other environmental impacts beyond those permitted by applicable laws and regulations.

3.9. Submit periodic operational, environmental compliance, and performance reports to the City as may be reasonably required under this Agreement.

3.10. Maintain the Project Site in a clean, orderly, and safe condition throughout the Term of this Agreement.

3.11. Pay all taxes, fees, charges, assessments, and obligations imposed upon the Company or arising from the ownership, operation, and maintenance of the WWTP, except those expressly assumed by the City under this Agreement.

3.12. Immediately notify the City of any incident, accident, system failure, environmental non-compliance, or regulatory action that may materially affect the operation of the WWTP or the implementation of the Project.

ARTICLE FOUR OBLIGATIONS OF THE CITY

The City shall undertake the following:

4.1. The City shall grant the Company the right to use and occupy, throughout the Term of this Agreement, the parcel of land designated by the Parties and located in Barangays Talaba, Zapote, and Nalicsi, City of Bacoor, covered by Transfer Certificate

of Title No. 167-2019000685. The property, with an aggregate area of approximately Seven Thousand Five Hundred Fifty-Nine (7,559) square meters, shall constitute the permanent site of the Project, provided that approximately Three Thousand (3,000) square meters thereof shall be specifically allocated for the establishment, operation, maintenance, and expansion of the WWTP and its ancillary facilities.

4.2. Warrant that it has lawful authority, possession, administration, ownership, or control over the Project Site and that the same is free from legal impediments that would materially prevent the implementation of the Project.

4.3. Grant the Company uninterrupted and reasonable access to the Project Site, including rights of ingress and egress necessary for the construction, operation, maintenance, repair, replacement, and expansion of the WWTP.

4.4. Refrain from interfering with, obstructing, dismantling, relocating, modifying, or otherwise affecting the WWTP or any of its facilities without the prior written consent of the Company.

4.5. Assist the Company, to the extent permitted by law, in securing permits, licenses, clearances, endorsements, and approvals necessary for the implementation and operation of the Project.

4.6. Support and promote compliance by commercial, industrial, institutional, and other wastewater-generating establishments with applicable environmental and wastewater management regulations.

4.7. Subject to applicable laws and the enactment of the necessary ordinances, encourage and facilitate the utilization of the WWTP by establishments required to comply with wastewater treatment and disposal requirements.

4.8. Coordinate with relevant local government offices, agencies, and stakeholders to facilitate the efficient implementation and operation of the Project.

4.9. Ensure that the Project Site remains reasonably accessible and free from unlawful encroachments or third-party interference that may materially affect the operation of the WWTP.

4.10. Promptly notify the Company of any governmental action, local ordinance, claim, complaint, or proceeding that may materially affect the Project, the Project Site, or the operation of the WWTP.

4.11. Extend such cooperation and assistance as may be reasonably necessary for the successful implementation of the Project and the attainment of the Parties' shared environmental and public service objectives.

ARTICLE FIVE SITE USE FEE

5.1. In consideration of the use of the Project Site, the Company shall pay the City a site use fee equivalent to _____ per square meter per month based on the actual area occupied by the WWTP.

5.2. The Parties agree that no site use fee shall be payable during the first (1) year from the Commercial Operations Date in order to facilitate the recovery of the Company's capital investment in the Project.

5.3. Beginning on the second (2nd) year of operations, and assuming an occupied area of Three Thousand (3,000) square meters, the Company shall pay the City a monthly site use fee of _____, subject to adjustment based on the actual area utilized.

ARTICLE SIX ACCREDITATION

6.1. Subject to applicable laws, ordinances, rules, and regulations, the City shall recognize and accredit the Company as an authorized wastewater treatment service provider for commercial, industrial, institutional, and other establishments located within its territorial jurisdiction.

6.2. The Company shall issue wastewater treatment certificates, treatment manifests, disposal certificates, or such other documentary evidence as may be required under applicable environmental laws and regulations to establishments whose wastewater is accepted and treated by the WWTP.

6.3. In furtherance of the City's environmental protection, sanitation, and wastewater management objectives, the City shall endeavor to enact and implement the necessary ordinance or ordinances requiring establishments that do not possess adequate and compliant wastewater treatment facilities to avail themselves of the wastewater treatment services provided through the WWTP of the Company, subject to applicable laws, rules, regulations, and due process requirements.

6.4. The Parties shall cooperate in promoting compliance with environmental laws, wastewater discharge standards, and other regulatory requirements applicable to establishments operating within the City.

ARTICLE SEVEN FORCE MAJEURE

8.1 Neither Party shall be held liable or deemed to be in default for any failure to perform its obligation under this Agreement if such failure results directly or indirectly from Force Majeure Event, as defined below. Either Party is thus precluded from performing its obligation until such Force Majeure Event shall terminate.

For the purpose of this paragraph, a "**Force Majeure Event**" shall mean circumstances beyond the control of a party, regardless of where it occurs or its duration, provided that the Party claiming the Force Majeure Event has taken all precautions in case of such contingency and exerted all efforts to minimize the damage, including, but not limited to:

- (a) Passage of law, ordinance, order or regulation, adoption of

government policies or issuance or orders/judgments preventing the implementation of the Project or any phase thereof;

- (b) strikes or other labor difficulties;
- (c) acts of war, attack, invasion or other acts of hostility of foreign enemies;
- (d) civil war, rebellion, revolution, insurrection or usurpation of sovereign power;
- (e) riots and other civil commotions;
- (f) terrorism (including hi-jacking, sabotage, chemical or biological attack, bombing, murder, assault and kidnapping), or the threat thereof;
- (g) presence of toxic materials, explosives and cultural artifacts beneath the surface of the Project Site;
- (h) acute shortage of cement, steel bars and aggregates;
- (i) acts of nature without interference of any human agency (including hurricanes, typhoons, tornadoes, cyclones, other severe storms/winds, lightning, floods, earthquakes, volcanic eruptions, disease, epidemics, fires, explosions); and,
- (j) fires and explosions caused wholly or in part by human agency.

8.2. If a Party wishes to claim protection in respect of a Force Majeure Event, as soon as possible following the occurrence or date of commencement of such Force Majeure Event, it shall notify the other Party of the nature and expected duration of such Force Majeure Event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavors to:

- (a) overcome the effects of the Force Majeure Event;
- (b) mitigate the effect of any delay occasioned by any Force Majeure Event, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and,
- (c) ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable.

ARTICLE EIGHT INDEMNITY

In the event that a Party fails to fulfill in a material respect any of its obligations and covenants under or in connection with this Agreement, or any of the representations and warranties given by a Party under this Agreement shall prove to be false or fraudulent, the defaulting Party ("**Indemnifier**") shall hold harmless and indemnify the other ("**Indemnified Person**"), against any and all liability, obligation, loss, damage, to which an Indemnified Person may become subject from or arising out of any such non-performance or breach in any of the Indemnifier's representations, warranties and covenant under this Agreement. The non-defaulting

Party shall also have the right to suspend the performance of its obligations under this Agreement until the defaulting Party cures its breach or make good its representations and warranties under this Agreement.

ARTICLE NINE GENERAL PROVISIONS

9.1. Good Faith. The Parties shall endeavor in good faith to agree upon such other terms and conditions as may be necessary for the implementation of this Agreement, including entering into such further agreements, to fully implement the provisions of this Agreement.

9.2. Binding effect. This Agreement shall be valid and binding upon the Parties and their successors-in-interest, administrators and assigns.

9.3. Transfer of Rights. No transfer of any rights under this Agreement shall be valid and effective unless the other Party consents to such transfer and the transferee of such rights shall first unconditionally accede to the provisions of this Agreement and agree to be bound thereby.

9.4. Waivers. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

9.5. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

9.6. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

9.7. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in person or in writing sent via registered mail and addressed to the Parties to the addresses stated above.

9.8. Data Privacy and Confidentiality. The Parties shall comply with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all applicable issuances of the National Privacy Commission. Each Party shall implement appropriate organizational, physical, and technical security measures to protect all personal information, sensitive personal information, privileged information, and confidential information obtained, collected, processed, stored, transmitted, or shared in connection with this Agreement. Neither Party shall disclose any confidential, proprietary, commercial, technical, operational, environmental, or personal information obtained pursuant to this Agreement except as may be required by law, lawful order of a competent authority, or with the prior written consent of the other Party. The obligations under this provision shall survive the expiration or termination of this Agreement.

9.9. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws, rules, regulations, and jurisprudence of the Republic of the Philippines.

9.10. Amicable Settlement and Dispute Resolution. The Parties shall exert their best efforts to settle amicably any dispute, controversy, claim, or disagreement arising from or relating to this Agreement through consultation and good-faith negotiations. Should the Parties fail to resolve the dispute within sixty (60) days from written notice by either Party, either Party may pursue such remedies as may be available under applicable laws, rules, and regulations without prejudice to seeking immediate judicial, administrative, or equitable relief when necessary to protect its rights and interests.

9.11. Venue. Any action, suit, proceeding, or claim arising out of or in connection with this Agreement shall be filed exclusively before the proper courts of the City of Bacoor, Cavite, to the exclusion of all other venues, subject to applicable laws on jurisdiction.

9.12. Termination for Cause. Either Party may terminate this Agreement upon written notice in the event of a material breach of any obligation herein which remains uncured within sixty (60) days from receipt of written notice, fraud or misrepresentation, submission of falsified documents, persistent violation of environmental laws or regulatory requirements, insolvency, dissolution, abandonment of the Project, cessation of operations for a continuous period of six (6) months without justifiable cause, or any act or omission that poses a substantial threat to public health, public safety, the environment, or government property. Upon termination, the Parties shall coordinate for the orderly disposition, turnover, removal, or continued operation of the facilities and improvements located within the Project Site, subject to applicable laws and the rights of the Parties under this Agreement.

9.13. Compliance with Laws and Legislative Authority. The Parties shall at all times comply with all applicable national and local laws, ordinances, rules, regulations, permits, environmental standards, governmental approvals, and other legal requirements relevant to the implementation of the Project. Nothing in this Agreement shall be construed as obligating the Sangguniang Panlungsod of Bacoor to enact any ordinance, resolution, or legislative measure, it being understood that any such legislative action shall remain subject to the independent constitutional and statutory authority, discretion, and judgment of the Sangguniang Panlungsod.

IN WITNESS WHEREOF, each of the parties caused this Agreement to be executed on its behalf by its duly authorized officer at _____ on _____, and / or in counterparts in the respective dates and places of execution and notarization provided herein, as the case may be.

Represented by:

Represented by:

Mayor of City of Bacoor

Signed in the presence of:

Republic of the Philippines)
) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction this _____, personally appeared the following:

<u>Name</u>	<u>Competent Proof of Identity</u>	<u>Place of Issue; Expiry Date</u>
-------------	------------------------------------	------------------------------------

known to me and to me known to be the same person/s who executed the foregoing *Memorandum of Agreement*, consisting of ____ () pages, including this page whereon this Acknowledgment is written, but excluding the Annex/es, and they acknowledged to me that the same is their free and voluntary act and deed and voluntary act and deed of the corporation/entity they represent. This instrument has been signed by the parties and their witnesses in full at the relevant signature page.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2026