



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO I. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-589
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE PHILIPPINE TRANSMARINE CARRIERS, INC. TO BRING DISASTER RISK REDUCTION (DRR) EDUCATION, INNOVATION AND TECHNOLOGY THROUGH THE RESILIENCY IMPROVEMENT, SUPPORT AND EDUCATION (RISE) PROGRAM FOR SEAFARER COMMUNITIES.

Sponsored by:
Hon. Alejandro F. Gutierrez

Co-Sponsored by:
Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adriellito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, the Sangguniang Panlungsod received a letter from the Office of the City Mayor on 24 September 2024 requesting that a resolution be passed authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement with Philippine Transmarine Carriers, Inc. to bring Disaster Risk Reduction (DRR) education, innovation and technology through the Resiliency Improvement, Support and Education (RISE) Program for seafarer communities.

WHEREAS, the Philippine Transmarine Carriers, Inc. (PTCI) is a leading maritime industry player in the Philippines, committed to the United Nations (UN) Sustainable Development Goals (SDGs) by advancing Disaster Risk Reduction (DRR) and community resilience to seafarer communities.

WHEREAS, through RISE Program for seafarer communities, the PTCI seeks to collaborate and engage with local government units (LGUs) through their Local Youth Development Office (LYDO) and Local Disaster Risk Reduction and Management Office to harness the youth's potentials and talents in contributing to Disaster Risk Reduction (DRR) towards the eventual achievement of disaster resilience.

WHEREAS, the City Government of Bacoor and PTCI partnered to mutually implement and facilitate Disaster Risk Reduction (DRR) programs, projects and activities through RISE Program that benefits the citizens, communities and sectors.

WHEREAS, the draft MOA was perused and deliberated upon by the members of the city council. The proposed MOA is



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HON. RAMDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

incorporated hereto and will be made a part of this Resolution.

NOW THEREFORE, upon motion of Hon. Alejandro F. Gutierrez unanimously seconded by the members of the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with Philippine Transmarine Carriers, Inc. for and on behalf of the City Government of Bacoor, Cavite regarding the disaster Risk Reduction (DRR) Education, Innovation and Technology through the R.I.S.E. Program for Seafarer Communities.

RESOLVE FURTHER, to furnish the Office of the City Mayor, the Philippine Transmarine Carriers, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government offices concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 30th day of September 2024 at the City of Bacoor, Cavite during the regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the contents of the foregoing Resolution are true and correct and that it was duly approved in accordance with law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Endorse to SP
~


MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This Memorandum of Agreement (MOA) was made and entered into among:

CITY GOVERNMENT OF BACOR, a local government unit created under the laws of the Republic of the Philippines, with an official address at Bacoor Government Center, Barangay Bayanan, Bacoor City, Cavite, represented in this Agreement by the honorable **City Mayor, Hon. Strike B. Revilla**, hereinafter referred to as **Bacoor City LGU**;

-and-

PHILIPPINE TRANSMARINE CARRIERS, INC., duly organized and existing under the laws of the Republic of the Philippines, with an official address at First Maritime Place 7458 Bagtikan Street, San Antonio Village, Makati City, represented in this agreement by the **Chief Operating Officer (COO), Ms. Vivian Catalina C. Cristobal**, who is duly authorized to represent it in this transaction; and alternately referred to in this Agreement as **PTCI**.

WITNESSETH THAT:

WHEREAS, the **Bacoor City LGU** is a leading local government unit in the Province of Cavite in advancing Disaster Risk Reduction (DRR) and community resilience among its constituents;

WHEREAS, the **Bacoor City LGU** is a renowned local government unit advocating and championing Disaster Risk Reduction (DRR), attested by its awards and recognitions, and even investments that other local government units (LGUs) seek to learn from and adopt best practices for their citizens and communities.

WHEREAS, the **Bacoor City LGU** has been initiating programs to improve the disaster resilience of its citizens and communities by providing Disaster Risk Reduction (DRR) education and disaster resilient infrastructure and services, capacitating its community-level capabilities to build resilience and advocate disaster preparedness for its citizens;

WHEREAS, PTCI is a leading maritime industry player in the Philippines, committed to the United Nations (UN) Sustainable Development Goals (SDGs) by advancing Disaster Risk Reduction (DRR) and community resilience to seafarer communities.

WHEREAS, PTCI launched *Resiliency Improvement, Support, and Education (RISE) Program*, a Disaster Risk Reduction (DRR) program from the maritime sector initiative that aims to harness the expertise of current and future maritime professionals, with various components to continuously advocate and champion disaster preparedness and resiliency by expanding towards communities, schools, and sectors, promote capacity building trainings, initiate innovative interventions, and employ technology solutions, contributory to community disaster resilience and risk management.

WHEREAS, PTCI and *Resiliency Improvement, Support, and Education (RISE) Program*, through the *RISE Program for Seafarer Communities*, is a community-centered and citizen-focused segment with seeks to collaborate and engage with local government units (LGUs) through their Local Youth Development Office (LYDO) and Local Disaster Risk Reduction and Management Office (LDRRMO) to harness the youth's potentials and talents in contributing to Disaster Risk Reduction (DRR) towards the eventual achievement of disaster resilience.

WHEREAS, Bacoor City LGU and PTCI partnered to bring Disaster Risk Reduction (DRR) education, innovation, and technology through *RISE Program for Seafarer Communities* to help citizens, communities, and sectors develop, improve, and strengthen their capabilities in the four (4) thematic pillars: Disaster Preparedness, Disaster Prevention and Mitigation, Disaster Response and Early Recovery, and Disaster Rehabilitation and Recovery.

WHEREAS, Bacoor City LGU 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 Disaster Risk Reduction (DRR) that benefits the citizens, communities, and sectors.

WHEREAS, Bacoor City LGU and PTCI partnered to mutually implement and facilitate Disaster Risk Reduction (DRR) programs, projects, and activities through *RISE Program for Seafarer Communities* towards better, improved, and strengthened disaster preparedness capabilities and community resilience capacities, benefitting the LGU and its citizens, communities, and sectors.

NOW, THEREFORE, for and in consideration of the foregoing premises, **Bacoor City LGU and PTCI** (referred to herein as the "Parties"), agree as follows:

Section 1: Scope of Agreement

This AGREEMENT shall cover the implementation of the *Resiliency Improvement, Support, and Education (RISE) Program* through the *RISE Program for Seafarer Communities* segment in its applicable / appropriate citizens, communities, and/or sectors within the City of Bacoor, Province of Cavite.

Section 2: Roles, Duties, and Responsibilities of Bacoor City LGU

Bacoor City LGU shall:

1. Jointly conduct the *RISE Program* activities and components with PTCI through the Local Youth Development Office (LYDO) and the Bacoor Disaster Risk Reduction and Management Office (BDRRMO), and other relevant government agencies / departments / offices / units and mandate the attendance and participation of identified beneficiaries;
2. Provide necessary assistance, logistical and operational support, and manpower mobilization for PTCI in the facilitation and implementation of *RISE Program* components in the City of Bacoor;
3. Include PTCI and *RISE Program*, in its official roster of partners and promote them through applicable traditional / non-traditional media channels;
4. Provide an opportunity for PTCI and *RISE Program* to become a member of the Local Disaster Risk Reduction and Management Council (LDRRMC) and Local Youth Development Council (LYDC) in an official capacity as a private sector representative / private sector observer / civil society organization (CSO), whichever is applicable or appropriate;
5. Establish communication and coordination avenues with PTCI and *RISE Program* for Disaster Risk Reduction (DRR) programs, projects, and activities;
6. Employ mutual information, network, and resource exchange with PTCI that focuses and prioritizes Disaster Risk Reduction (DRR) programs, projects, and activities subject to approval;
7. Explore possible collaboration points with PTCI on innovative interventions and technological solutions for Disaster Risk Reduction (DRR); and
8. Support PTCI and *RISE Program* in any of its applicable programs, projects, and activities with official invitation and proper endorsement.

Section 3: Roles, Duties, and Responsibilities of PTCI

PTCI shall:

1. **Serve as implementing partner of Bacoor City LGU in facilitating *RISE Program* activities and components and managing Parties of all and/or any of the program's related activities.**
2. **Co-facilitate and co-monitor the conduct of *RISE Program* activities and components with Bacoor City LGU across different communities and sectors.**
3. **Introduce and endorse Bacoor City LGU as a member of the *RISE Program Resilience Partners*, promote them through applicable traditional/non-traditional media channels, and link them with other members for possible collaboration/s.**
4. **Extend technical assistance and support to Bacoor City LGU in consultations / drafting / assessment / evaluation of Disaster Risk Reduction (DRR) Plans on the community or sectoral level/s (e.g. barangays, Sangguniang Kabataan, etc.)**
5. **Establish communication and coordination avenues with Bacoor City LGU and for Disaster Risk Reduction (DRR) programs, projects, and activities.**
6. **Employ mutual information, network, and resource exchange with Bacoor City LGU that focuses and prioritizes Disaster Risk Reduction (DRR) programs, projects, and activities subject to approval.**
7. **Explore possible collaboration points with Bacoor City LGU on innovative interventions and technological solutions for Disaster Risk Reduction (DRR).**
8. **Support Bacoor City LGU in any of its applicable programs, projects, and activities with official invitation and proper endorsement.**

Section 4: Other Provisions and Covenants

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

Section 5: Term, Pre-Termination, and Renewal

1. The Agreement shall take effect on **(month / day / year)** and will remain valid for three (3) years and shall be subject to annual or periodic review by the Parties.
2. Any Party may terminate its participation in this MOA by serving a written notice ("Termination Notice") to the other Parties sixty (60) days before the intended date of termination. Upon such notice of termination, the terminating Party shall take such steps as necessary to bring its activities under the MOA to an orderly conclusion. Unless there is termination notice from either or all the Parties, the Parties agree that the partnership is co-terminus with the life of this program.
3. If no Termination Notice is served, it will be deemed as the parties' intention to extend or renew this Agreement. In the event of such extension or renewal of this Agreement, in the absence of a newly signed Agreement, the last signed Agreement shall be recognized by All Parties as the Agreement applicable to the period of extension or renewal.
4. Unless there is Termination Notice from either or all the Parties, the Parties agree that the obligation under this Agreement is co-terminus with the life of this program.

Section 6: Good Faith, Governing Laws, and Jurisdiction

1. Upon entering into this Agreement, all Parties agree to carry out the provisions of this agreement in good faith and concerning each other's rights following this Agreement. All measures shall be undertaken to ensure smooth execution of this Agreement and to settle all disputes arising from, or in connection with this Agreement.
2. This Agreement, its meaning and interpretation, and the relationship between the Parties shall be governed by applicable laws of the Republic of the Philippines; and the applicable policies and issuances of the Office of Civil Defense (OCD), the National Disaster Risk Reduction and Management Council (NDRRMC), and the Department of Interior and Local Government (DILG), and other relative government agencies, departments, instrumentalities, offices.

Section 7: Data Privacy Act and Other Similar Statutes

1. All Parties commit absolute compliance to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 ("DPA"). **Bacoor City LGU and PTCI**, recognize their responsibilities under the same Act and uphold the commitment to protect the integrity and security of the data being collected, recorded,

- organized, updated, used, consolidated, or destructed from the students, applicants, employees, and other external clients involved under this partnership.
2. All Parties guarantee that any personal data obtained from any registration portal, reports, accomplished forms, and other similar instruments will be generated and stored in secured systems as warranted under the DPA. Likewise, all Parties warrant that it has organizational, technical, and physical security measures to ensure the protection of the gathered data and the treatment of the same with the utmost confidentiality. Furthermore, the information collected and stored in any portal shall only be used for legitimate purposes cited in the foregoing. For clarity purposes, all Parties to this Agreement shall be deemed as the Personal Information Controller of all the information they process respectively.
 3. All persons involved in any part or parcel of this Agreement shall be required to confirm that the Data Privacy Statement of PTCI 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 Republic Act No. 10173 of the Philippines, Data Privacy Act of 2012 and its corresponding Implementing Rules and Regulations.

Section 8: Non-Disclosure and Confidentiality Agreement

1. All Parties agree to be bound by a non-disclosure agreement that covers documents, data, and other information that All Parties will determine and declare as "confidential" and are therefore not for public dissemination unless otherwise authorized by All Parties or ordered by regulatory government agencies. Such information may include but is not limited to financial reports, profiling/ demographic data, personal information of involved persons in any activity, and other data or pieces of information that are guaranteed protection by the Data Privacy Act of 2012;
2. 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 9: Capacity and Authorization

1. The Parties herein warrant that they have the capacity, power, and requisite authorization to enter into this Agreement;
2. This Agreement and the rights and obligations herein may not be assigned by either Party without the prior written consent of the other Party.

Section 10: Amendments and Modification

1. Upon request of either Party, Bacoor City LGU and PTC, may from time to time meet and discuss in good faith possible improvements to the relationship and arrangement between the Parties and the terms and conditions of this Agreement.
2. Each Party shall give due consideration to any proposals for modification made by the other Party.
3. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the partnership, may only be made by written agreement between the parties.

Section 11: Force Majeure

The performance of the Parties of their respective obligations hereunder shall be subject to the provisions related to force majeure and acts of God, including, but not limited to, insurrections, riots, fires, wars and warlike operations, acts of terrorism, governmental acts, epidemics, and laws and regulations of any public authority having jurisdiction over the subject matter of this Memorandum of Agreement.

Section 12: Authorized Representatives

Bacoor City LGU and PTCI shall each designate an authorized representative to serve as their contact persons with each other regarding matters arising out of or related to this Memorandum of Agreement. Communications, other than those required to be

given according to the terms of this MOA, shall be by and through their authorized representatives.

Thus, the authorized representatives of the Parties are as follows, namely:

For Bacoor City LGU:

MR. RICHARD T. QUION

Department Head, Bacoor Disaster Risk Reduction and Management Office (BDRRMO)

E-mail Address: bdrmo@gmail.com

MS. ANGIE C. CARIASO

Officer-in-Charge, Bacoor City Local Youth Development Office (LYDO)

E-mail Address: lydocityofbacoor@gmail.com

For PTCI:

HECTOR MANUEL JON C. BRIZUELA

Program Manager, Talent Acquisition Group (TAG)

E-mail Address: hbrizuela@ptc.com.ph

JOSH CHRISTIAN P. MCCARVER

Lead Program Officer, Talent Acquisition Group (TAG)

E-mail Address: jmccarver@ptc.com.ph

CRYSTAL KAY B. LOPEZ

Project Associate, Talent Acquisition Group (TAG)

E-mail Address: clopez@ptc.com.ph

Section 14: Separability Clause

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have affixed their signatures in electronic and/or physical form to this Agreement to be executed by their respective duly authorized officers as of the date and year set forth herein at **City of Bacoor, Province of Cavite.**

Section 15: Best Efforts and Good Faith

The Parties acknowledge that the attainment of the objective of this Agreement is dependent upon their joint and best efforts and through mutual trust and confidence and acts done in good faith. In this regard, the Parties shall endeavor to make available to the other whatever assistance may be reasonably necessary, as they may mutually determine along the way, to attain the goals of this Agreement.

CITY GOVERNMENT OF BACOOR PHILIPPINE TRANSMARINE CARRIERS, INC.

HON. STRIKE B. REVILLA
City Mayor

MS. VIVIAN CATALINA C. CRISTOBAL
Chief Operating Officer (COO)

WITNESSES:

MS. AIMEE TORREFRANCA – NERI
City Administrator
City Government of Bacoor

CAPT. RONALDO SJ. ENRILE
Head, Talent Acquisition Group
Philippine Transmarine Carriers, Inc.

MR. RICHARD T. QUION
Department Head, BDRRMO
City Government of Bacoor

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

MS. ANGIE C. CARIASO
Officer-in-Charge, Bacoor City LYDO
City Government of Bacoor

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

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME, a NOTARY PUBLIC on _____ for and in the above jurisdiction personally appeared the following persons:

Name	Proof of Identity	Date and Place of Issuance
HON. STRIKE B. REVILLA		
MS. VIVIAN CATALINA G. CRISTOBAL		

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the company that they truly represent.

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

NOTARY PUBLIC

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