



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I
[Signature]
HON. CATHERINE SARINO-EVARISTO
City Councilor/Acting City Vice Mayor

HON. MICHAEL E. SOLIS
City Councilor
[Signature]
ON LEAVE
HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BASTISTA
City Councilor
[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor
[Signature]
DISTRICT II
[Signature]
HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor
[Signature]
HON. REYNALDO M. FABIAN
City Councilor
[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor
[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor
[Signature]
HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President
[Signature]
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary
[Signature]
MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Certified by:
[Signature]
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:
[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

CITY RESOLUTION NO. 2024-616
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACOR AND GLOBALTRONICS, INC.

Sponsored by:
Hon. Levy M. Tela

Co-sponsored by:
Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, and Hon. Michael E. Solis.

WHEREAS, on 10 October 2024, the Office of the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting the City Council to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Understanding (MOU) on behalf of the City Government of Bacoor with Globaltronics, Inc.

WHEREAS, the Department of Trade and Industry (DTI) launched a project named "Malikhaing Pinoy" to improve the economy and employment contribution to the creative industries in support to the economic recovery and growth of the Philippines;

WHEREAS, the DTI, Globaltronics Inc., and Thames International as partners launched the project called the "National Digital Arts Awards "(NDAA) in celebrating and promoting digital arts community in nurturing local talents and providing a national platform for recognition;

WHEREAS, the City Government of Bacoor together with its partners supporting the NDAA pursuant to its mandate in promoting local arts and culture and fostering a conducive environment for artistic growth and development within the city;

WHEREAS, a draft MOU was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed MOU is hereby deemed



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Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

incorporated into and made a part of this Resolution as **Annex "A"**.

NOW, THEREFORE, after careful deliberation, upon motion of Hon. Levy M. Tela, duly seconded by the councilors present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding for and on behalf of the City Government of Bacoor with Globaltronics, Inc.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the Globaltronics, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 11th day of November 2024 at the City of Bacoor during the 116th regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "MOU") is made and entered into this _____ day of _____ 2024 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of 2024, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACCOOR**"

and

GLOBALTRONICS, INC., a corporation duly licensed to do business in the Philippines, with principal address located at 349 Ortigas Avenue, Greenhills East, Mandaluyong, 1554 Metro Manila, as herein presented by its Chairman/President **Mr. WILLIAM T. GUIDO** ("**GLOBALTRONICS**"), and the **NATIONAL DIGITAL ARTS AWARDS**, an annual advocacy joint project of the Department of Trade and Industry, Globaltronics, Inc., and Thames International, with principal office address at 349 Ortigas Avenue, Greenhills East, Mandaluyong, 1554 Metro Manila, represented herein by its Executive Director, **Mr. JOSE CUENTO JR.**, authorized for this purpose, and hereinafter referred to as "**NDAA**"

LGU BACCOOR and Globaltronics may individually be referred to as "Party", if applicable, and both LGU BACCOOR and Globaltronics shall be collectively known as the "Parties"

RECITALS

WHEREAS, it is the policy of the State to promote and support the development of Philippine creative industries under Republic Act (RA) No. 11094, otherwise known as the "*Philippine Creative Industries Development Act*";

WHEREAS, the Department of Trade and Industry (DTI) has launched its flagship program, "*Malikhaing Pinoy*" as an initiative to improve the economic and employment contribution of the creative industries to support economic recovery and growth;

WHEREAS, the National Digital Arts Award (NDAA) is a joint project of the DTI, Globaltronics, Inc., and Thames International "collectively "Partners"), is dedicated to celebrating and promoting the digital arts community in the Philippines, with a focus on nurturing local talents and providing a national platform for recognition;

WHEREAS, the LGU BACCOOR is committed to supporting the NDAA with the Partners pursuant to its mandate in promoting local arts and culture and fostering a conducive environment for artistic growth and development within its territorial jurisdiction;

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

Section 1. COLLABORATION IN THE 2024 NDAA. Globaltronics proposes to include the LGU BACCOOR as an integral partner for the 2024 iteration of the NDAA under the Department of Trade and Industry's flagship program entitled "*Malikhaing Pinoy*."

Section 2. PROVISION OF VENUE AND AWARDS. As a partner for the 2024 NDAA, the LGU BACCOOR, pursuant to the authorization of its Sangguniang Panlungsod, agrees to collaborate with Globaltronics for local activities related to the 2024 NDAA, at no cost for the LGU BACCOOR, and to present awards for participants and winners from their jurisdiction in recognition of their artistic contributions.

Section 3. CONDUCT OF ONLINE TRAINING. Globaltronics shall conduct an online training, free of charge, aiming to highlight the skills and creativity of local digital artists of the City of Bacoor, across various categories of digital art forms including, but not limited to, digital painting, animation, and graphic design.

Section 4. ENDORSEMENT TO LOCAL PUBLIC SCHOOLS. The LGU BACCOOR shall exert its best efforts to recommend and/or endorse the 2024 NDAA to be incorporated into the extra-curricular activities of the local public schools within the City of Bacoor in accordance with the existing regulations of the Department of Education.

Section 5. PROMOTION. Both Parties agree to collaborate in promoting and executing the 2024 NDAA to maximize participation and engagement within the local community. Towards this end, the LGU BACCOOR, through the Office of the City Mayor, shall be the coordinating department tasked with cooperating and coordinating with the NDAA for all its activities involving the City of Bacoor, Province of Cavite.

Section 6. PURPOSE. It is understood that this Memorandum of Understanding is intended to set forth a mutual understanding between the Parties to exert the best efforts and cooperation to achieve the objectives of the NDAA and the activities related thereto.

The Parties understand that this MOU is preliminary in nature. This MOU is not intended to vest preferential rights over the project, nor does it bind LGU BACCOOR to award any project, favor, or grant to NDAA. However, both Parties are expected to always act in good faith pursuant to the commitments set forth in this MOU.

Section 7. TERM AND TERMINATION. Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date,

and automatically be terminated on November 30, 2024, upon the culmination of the 2024 NDAA. This MOU may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this MOU without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based solely on valid and equitable grounds.

If either Party commits a material breach under this MOU or commits a material breach of any other terms and conditions of this MOU, or unjustifiably refuses or fails to perform any of its obligations under this MOU, the aggrieved Party may terminate this MOU (i) effective immediately, if the breach cannot be remedied, or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

- Section 8. ENTIRE AGREEMENT AND INTEGRATION.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- Section 9. AMENDMENTS.** This MOU shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this MOU shall be deemed valid and binding upon the contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This MOU shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this MOU, all previous verbal and/or written arrangements about the subject of this MOU shall be considered null and void.
- Section 10. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOU is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- Section 11. GOOD FAITH.** In complying with and implementing the terms of this MOU, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- Section 12. NON-EXCLUSIVITY.** NDAA agrees that nothing in this MOU shall, in any way, preclude other entities of similar business establishments from entering into an agreement with LGU BACOR that offers similar or analogous services.
- Section 13. SEVERABILITY.** In the event that any provision of this MOU is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this MOU shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the

original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this MOU.

Section 14. BINDING EFFECT. This MOU shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

Section 15. NOTICE. Except as may be otherwise specifically provided in this MOU, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this MOU, or at such other addresses as may be subsequently specified by written notice.

Section 16. SETTLEMENT OF DIFFERENCES. Any differences related to the interpretation or implementation of this MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.

Section 17. APPLICABLE LAW/VENUE OF SUITS. This MOU shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this MOU shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

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

GLOBALTRONICS, INC.

By:

NATIONAL DIGITAL ARTS AWARDS

By:

Mr. WILLIAM T. GUIDO
Chairman/President

Mr. JOSE CUENTO JR.
Executive Director

CITY GOVERNMENT OF BACCOOR

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office

<FULL NAME>
<Position Title/Designation>

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ___ day of _____, 2024 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
WILLIAM T. GUIDO		
JOSE CUENTO JR.		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of _____ (____) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

NOTARY PUBLIC

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