



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CITY RESOLUTION NO. 2025-765
Series of 2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. TOWENA BAUTISTA-MENDIOLA

City Vice Mayor

Approved by:

HON. STRIKE B. REVILLA

City Mayor



A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH NEO-CONNECT ICT SOLUTIONS, INC.

Sponsored by:

Hon. Adrielito Gawaran

Co-Sponsored by:

Hon. Palm Angel S. Buncio, Hon. Randy C. Francisco, and Hon. Manolo S. Galvez, Jr.

WHEREAS, on 9 May 2025, the City Administrator formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Honorable Strike B. Revilla, to sign a Memorandum of Agreement (MOA) with Neo-Connect ICT Solutions, Inc. (NCIS) on behalf of the City Government of Bacoar.

WHEREAS, the city government has established various programs for the purpose of providing financial assistance and other social services to all qualified residents of the City of Bacoar.

WHEREAS, the NCIS is willing to provide at no cost to the city government, the premium service of developing and operating the necessary platform that will allow the (a) registration, whether online or offline of Bacooreños who are qualified to receive the benefits of the programs, (b) submission of digital copies of the supporting documents required for the registration, and (c) subsequent issuance of both a virtual and physical card that would allow the disbursement of e-money to the recipients of the programs.

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the City Administrator's Office for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Adrielito G. Gawaran, unanimously seconded by the City Council in special session duly assembled, **BE IT RESOLVED AS IT IS**

HEREBY RESOLVED by the 6th Sangguniang Panlungsod of the



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Office of the Sangguniang Panlungsod



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City Councilor

HON. RANDY C. FRANCISCO
City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO
City Councilor- SK Federation President

Attested by:

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

Certified by:

HON. TOWENA BAUTISTA-MENDIOLA
City Vice Mayor

Approved by:

HON. STRIKE B. REVILLA
City Mayor



City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Neo-Connect ICT Solutions, Inc.

RESOLVED FURTHER, to furnish the Office of the City Mayor, and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 11th day of August 2025 during the special session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified:

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

Attested:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and executed this ____ day of _____ 2025 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and between:

NEO-CONNECT ICT SOLUTIONS, INC. (formerly Neo-Converge ICT Solutions, Inc.), a corporation duly organized and existing under and by virtue of Philippine laws, with principal office address at Unit 5A, OPL Building, 100 C. Palanca Street, Legaspi Village, Makati City, represented herein by its President, **MA. CARINA AVEGAIL DG. CONSOLACION**, and hereinafter referred to as "**NCIS**"

and

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 2025, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACCOOR**"

NCIS and LGU BACCOOR shall be collectively referred to as the "**Parties**" and individually as a "**Party**," if applicable.

WITNESSETH:

WHEREAS, the **LGU BACCOOR** has established several programs for the purpose of providing financial assistance, grants, and other social services to all qualified residents of the City of Bacoor (the "**Programs**");

WHEREAS, in order to assist the **LGU BACCOOR** in the "contactless" implementation of the Programs, the **NCIS** is willing to provide **LGU BACCOOR**, at no cost to **LGU BACCOOR**, the premium service of developing and operating the necessary platform that will allow (a) the registration, whether online or offline, of the employees of **LGU BACCOOR**, as well as residents of the City of Bacoor, who are qualified to receive the benefits of the Programs, (b) submission of digital copies of the supporting documents required for the registration, and (c) the subsequent issuance of both a virtual and physical card that would allow the disbursement of e-money to the employees of **LGU BACCOOR** and the qualified recipients of the Programs (collectively, the "**Beneficiaries**");

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereto hereby agree to the following terms and conditions:

**ARTICLE 1
OBLIGATIONS AND ACTIVITIES OF THE PARTIES**

A. OBLIGATIONS OF NCIS.

- 1.1. To carry out the objectives of this Agreement, NCIS shall:
 - a. Create a system or platform that will allow the online and/or in-person registration of the Beneficiaries that is compliant with the Know-Your-Customer (KYC) requirements of the Bangko Sentral ng Pilipinas;
 - b. Provide a system or platform compliant with existing laws, rules, and regulations that would allow the Beneficiaries to submit or upload the supporting documents required under the LGU BACDOR's Programs.
 - c. Provide a system or platform compliant with existing laws, rules, and regulations that would allow the Beneficiaries to receive the e-money from the LGU BACDOR through a mobile e-money platform. For the avoidance of doubt, the NCIS may enter into agreements with financial technology companies dealing with mobile payments and e-commerce, as well as duly registered electronic money issuers, to complete the system contemplated herein;
 - d. Submit regular reports to the LGU BACDOR as to the disbursed amounts under the Programs;
 - e. Issue, at no cost to CGB, ONE HUNDRED THOUSAND (100,000) cards, including virtual cards and the corresponding physical cards, to the Beneficiaries that can be used for both online and offline electronic payment (the "Strike Cards"). During the original term of this Agreement, the NCIS shall have the option, but not the obligation, to issue an additional TWO HUNDRED THOUSAND (200,000) Strike Cards; and
 - f. Such other functions as may be required of NCIS in order to fulfill its obligations under this Agreement.
- 1.2. The NCIS may perform any or all of its obligations under this Agreement in partnership and/or consortium with other third parties, subject to the applicable laws and regulations, and provided that any such third party is not or has not been blacklisted by any governmental authority. The NCIS may likewise designate subcontractors to perform any or all of its obligations under this Agreement, subject to the applicable laws and regulations and provided that any such subcontractor is not or has not been blacklisted by any governmental authority. Any such partnership and/or consortium with other third parties or designation of subcontractors shall not diminish the responsibility and primary

liability of the NCIS for the proper performance of its obligations under this Agreement

- 1.3. Upon coordination with the LGU BACCOOR, the NCIS may provide or undertake such other services, processes, and tangible or intangible assets related to, in connection with, or necessary for the implementation, accomplishment, and/or enhancement of all the obligations and purposes mentioned under Section 1.1 of this Agreement.

B. OBLIGATIONS OF THE LGU BACCOOR

- 1.4. To carry out the objectives of this Agreement, the LGU BACCOOR shall:
 - a. Provide the existing database of the Beneficiaries to the NCIS, whether in hard copies or digital copies, **subject to Article 7 of this Agreement**.
 - b. **Designate at least twenty (20) employees and/or job order workers** to assist the NCIS in the registration of the Beneficiaries, including but not limited to capturing the biometrics of the Beneficiaries and performing KYC on the Beneficiaries;
 - c. Provide the appropriate medium and hardware for the storage of all data captured and used in relation to the Beneficiaries and Strike Cards.
 - d. Provide the **parameters** that would determine if the applicant is qualified to receive benefits from the Programs.
 - e. Remit (a) all salaries, compensation, and such other monetary benefits of the LGU BACCOOR employees; and (b) all financial benefits under the Programs to the Beneficiary using the Strike Card;
 - f. Provide written instructions to the NCIS on the amount the Beneficiaries are entitled whether as salary or under the Programs.
 - g. Encourage merchants, in a manner allowed under existing laws, rules, and regulations, to be onboarded by the NCIS such that the Strike Cards can be used by the Beneficiaries in said establishments; and
 - h. Offer all reasonable assistance to the NCIS in making all necessary applications and in carrying out all other necessary acts at the requisite time and in requisite form to obtain and maintain such approvals as may be necessary for NCIS to perform its obligations under this Agreement.

ARTICLE 2 TAXES AND EXPENSES

- 2.1 Except as otherwise provided in the provisions of this Agreement, each Party shall bear its own respective taxes, costs, and expenses in the performance of its obligations under this Agreement.

ARTICLE 3 TERM AND TERMINATION

- 3.1 Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on JUNE 30, 2028. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.
- 3.2 Either Party may terminate this Agreement 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 only on valid and equitable grounds.
- 3.3 If either Party commits a material breach under this Agreement or commits a material breach of any other terms and conditions of this Agreement or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

ARTICLE 4 PROPRIETARY INFORMATION

- 4.1 Except as otherwise set forth in this Agreement, all rights, titles, and interests in and to all, (a) registered and unregistered trademarks, service marks, and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade secrets, proprietary information, and know-how; (d) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (f) all other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with this Agreement (the "Intellectual Property Rights") are owned by the NCIS or its licensors, and the LGU BACCOOR agrees to make no claim of interest in or ownership of any such Intellectual Property Rights.
- 4.2 All information (a) provided by the LGU BACCOOR under this Agreement, such as, but not limited to, those relating to the Beneficiaries, (b) relating to the contents of the Strike Cards and the KYC information provided by the Beneficiaries, and (c) generated in connection with, arising from, or in relation to the use of the Strike

Cards (collectively, the "Strike Card Data"), shall be exclusively owned by the LGU BACCOOR. For the avoidance of doubt, the LGU BACCOOR may use and/or disclose the Strike Card Data to NCIS solely for the purpose as stated in this Agreement.

ARTICLE 5 OWNERSHIP OF ASSETS

- 5.1. Ownership over all the software, hardware, equipment, fixtures, and other assets to be deployed by the NCIS for use under this Agreement shall remain with the NCIS. Ownership of hardware, equipment, fixtures, and other assets to be deployed by the LGU BACCOOR for use under this Agreement, if any, shall remain with the LGU BACCOOR.

ARTICLE 6 DATA SHARING AND DATA PRIVACY

- 6.1. The LGU BACCOOR, as having custody of the personal information of the Beneficiaries, shall share and/or transfer personal information to NCIS exclusively for the following purposes:
- a. Preparation of documents and performance of acts necessary or desirable to accomplish the objectives and purposes of this Agreement;
 - b. Compliance with reportorial, filing, and other submissions required under the law or as required by any request or direction of any governmental authority or in response to requests for information from public agencies, offices, statutory boards, or other similar authorities; and
 - c. Other legitimate purposes that may be related to any of the foregoing.
- 6.2. The personal information to be shared by the LGU BACCOOR with NCIS will be limited to the personal information requested by the latter as necessary for the implementation of this Agreement and/or other documents, agreements, and undertakings executed between NCIS and LGU BACCOOR and/or between NCIS and its affiliates/subcontractors.
- 6.3. The Parties agree to provide a standard of protection to the personal information so transferred and shared that is compliant with the standard of protection required under Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 (the "DPA"), its Implementing Rules and Regulations, and all the existing circulars and/or guidelines that have been issued and shall be issued by the National Privacy Commission (collectively, the "DPA Legislation"). For this purpose, the Parties agree to enter into an agreement to govern their rights and obligations on data sharing and to ensure compliance with the DPA Legislation.

- 6.4. The Parties shall, at all times, comply with the provisions of the DPA, its Implementing Rules and Regulations, and all other DPA legislation that is now or will be promulgated relating to data privacy and the protection of personal information.

ARTICLE 7 CONFIDENTIAL INFORMATION

- 7.1. Each Party including, but not limited, to any affiliate, agent, employee, officer, director, partner or parent or subsidiary entity thereof, understands and agrees that any information, whether written or oral, of a business, technical, engineering or economic nature relating to a Party, or this Agreement (the "Confidential Information") which is disclosed by any Party (the "Disclosing Party") to the other Party (the "Receiving Party") will be treated as confidential and secret and that the Receiving Party, without the prior written consent of the Disclosing Party, shall not disclose Confidential Information to any third person or entity (excluding its partners, directors, agents, subcontractors, vendors, consultants, representatives and affiliates). Confidential Information shall not, however, include:
- a. Information that is in the Receiving Party's possession prior to disclosure by the Disclosing Party;
 - b. Information that, prior to the disclosure by the Disclosing Party, was already in the public domain or that, after disclosure, entered the public domain other than by a breach of this Agreement by the Receiving Party;
 - c. Information that was independently developed by the Receiving Party without using the Confidential Information; and
 - d. Information that was received from a third party, where the Receiving Party is not violating an obligation of confidentiality to the Disclosing Party.
- 7.2. In compliance with R.A. No. 10173, or the "Data Privacy Act of 2012," each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.
- 7.3. Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. The NCIS shall indemnify and hold LGU BACOR free and harmless from any direct, actual, and documented liability, damages, claims,

actions, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

ARTICLE 8 PUBLIC ANNOUNCEMENTS

- 8.1. Except for disclosure and submissions required under the applicable laws and regulations, no Party may make or send a public announcement, communication, or circular concerning this Agreement and transactions contemplated in this Agreement, unless it has first obtained the written consent of the other Party, which consent is not to be unreasonably withheld or delayed.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

- 9.1. Each Party to this Agreement mutually represents and warrants in favor of the other Party that as of the execution of this Agreement:
- a. It is duly organized and existing under the laws of the Philippines and has the corporate power and authority, including the financial capacity, to enter into and perform its obligations under this Agreement;
 - b. It has taken all necessary legal actions and approvals to authorize the execution, delivery, and performance of this Agreement;
 - c. This Agreement constitutes its legal, valid, direct, and binding obligation, enforceable against it in accordance with its terms;
 - d. The execution, delivery, and performance of this Agreement will not violate in any respect any applicable law, contract, or agreement to which it is a party or which is binding upon it or its assets;
 - e. Neither it nor any of its representatives or personnel has offered any government official or employee or any government agency any consideration or commission in connection with this Agreement or exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement;
 - f. Any information provided by it to the other Party relative to this Agreement, to the best of its knowledge, is true and accurate in all material respects;
 - g. There is no litigation, arbitration, investigation, or proceeding pending, or, to its best knowledge, threatened against or affecting it, that could reasonably be expected to have a material adverse effect on its ability to fulfill its obligations under this Agreement;

- h. Neither it nor any of its representatives has offered any government official or employee or any government agency any consideration or commission in connection with this Agreement, or exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement;
 - i. Neither it nor any of its representatives has violated or is in violation of any provision of R.A. No. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act," and its Implementing Rules and Regulations, or have not made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment prohibited under any applicable laws or regulation equivalent to the Anti-Graft and Corrupt Practices Act; and
 - j. It shall not knowingly subcontract works or transactions under this Agreement to any of the officials and employees of LGU BACOOR or their relatives within the fourth (4th) civil degree.
- 9.2. The representations and warranties of each of the Parties shall be true and correct as of the date of execution of this Agreement.
- 9.3. Each of the representations and warranties made by the Parties herein shall be construed as a separate and independent warranty and shall not be limited or restricted by reference to or interference from the terms of any other warranty or any other term of this Agreement.
- 9.4. NCIS's performance of this Agreement shall be on an "AS IS," "AS AVAILABLE" basis without warranties of any kind, other than warranties that are incapable of exclusion, waiver, or limitation under the laws applicable to this Agreement. Without limiting the generality of the foregoing, the NCIS makes no warranty (a) as to the content, quality, or accuracy of the data or information provided by LGU BACOOR to the NCIS hereunder or received or transmitted using the NCIS' products or systems; (b) as to any product or service obtained using the NCIS' products or systems; (c) that NCIS' products or systems will be uninterrupted or error-free; or (d) that any particular result or information will be obtained.

ARTICLE 10 FORCE MAJEURE

- 10.1 Except as otherwise provided in this Agreement, no failure or omission to carry out or observe any of the terms, provisions, or conditions of this Agreement shall give rise to any claim by any Party against another or be deemed to be a breach or default of this Agreement if the same shall be caused by or arise out of the Force Majeure events (the "Force Majeure Event") enumerated below. For purposes of this Agreement, "Governmental Authority" shall mean any government, governmental department, ministry, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial, legislative, or administrative body, national, provincial, or

local, having jurisdiction over the Parties, this Agreement, or any other transaction or event contemplated hereunder.

- a. (a) Any war, declared or not, or hostilities, or belligerence, blockade, revolution, insurrection, insurgency, riot, public disorder, terrorist acts, expropriation, requisition, confiscation, or nationalization, export or import restriction, closing of harbors, docks, canals, or other assistance to or adjuncts of shipping or navigation of or within any place, rationing or allocation, whether imposed by laws, decree or regulation by, or by compliance of industry at the insistence of, any Governmental Authority, in each of the above cases not involving any Governmental Authority of or within the Republic of the Philippines ("ROP"); or (b) fire, flood, drought, earthquake, volcanic eruption, storm, lightning, tide (other than normal tide), tidal wave, unusually severe weather conditions, perils of the sea, accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals, or other assistance to or adjuncts of shipping or navigation, epidemic, pandemic, quarantine measures, power interruptions or power failures, strikes or combination of workmen lockouts or other labor disturbances, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the Party affected thereby; or
 - b. War, declared or not, or hostilities involving the ROP, or belligerence, blockade, revolution, insurrection, insurgency, riot, terrorist acts, public disorder, by or involving any Government Authority of or within the ROP, export or import restrictions by any Governmental Authority of or within the ROP, closing of harbors, docks, canals or other assistance to or adjuncts of shipping or navigation of or within the ROP, rationing or allocation, whether imposed by law, decree or regulation by, or by compliance of industry at the insistence of any Governmental Authority of or within the ROP, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the Parties or any Governmental Authority of or within the ROP; or
 - c. A change of or a future law, regulation, rule, or ordinance; or a final ruling or decision of a Governmental Authority that prevents or adversely affects the implementation of the Agreement or that operates to alter or vary the obligations of a Party in connection with this Agreement with the result that said Party's rights, powers, or remedies are adversely affected; and
 - d. Any act or omission of any Governmental Authority adversely affecting the legality, validity, or enforceability of this Agreement.
- 10.2. No failure or omission to carry out or observe any of the terms, provisions, or conditions of this Agreement shall give rise to any claim by any Party against another or be deemed to be a breach or default of this Agreement if the same shall be caused by or arise out of a Force Majeure Event, provided that:

- a. The affected Party makes continuous, diligent efforts to prevent or mitigate the effects of the Force Majeure Event;
 - b. The Party claiming a Force Majeure Event shall not be entitled to suspend performance or be excused for delayed performance under this Agreement for any greater scope or longer duration than is required by the Force Majeure Event or the delay occasioned thereby; and
 - c. Neither Party shall be relieved or excused from its obligations under this Agreement solely because there may be increased costs or other adverse economic consequences incurred through the performance of such obligations.
- 10.3. The Party invoking Force Majeure shall (a) notify the other Party in writing as soon as reasonably possible, but in no case later than fifteen (15) days from the occurrence thereof, of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected Party's obligation or affects such Party's exercise of its rights or enjoyment of the benefits contemplated under this Agreement; and (b) resume performance of its obligations as soon as the effects of the Force Majeure cease to exist.
- 10.4. If Force Majeure or the results thereof prevent the affected Party and/or its contractors from performing any of its obligations or exercising its rights or enjoying the benefits under this Agreement, then the Parties shall, within three (3) days from receipt of notice, consult with each other to (a) find and adopt all reasonable steps to mitigate the losses or injuries either Party may suffer and (b) adopt solutions to restore the affected Party to the position it was prior to such occurrence.
- 10.5. The period for consultation above shall be thirty (30) days from the date of receipt of the notice unless a longer period, not exceeding sixty (60) days, is mutually agreed upon by the Parties.

ARTICLE 11

ASSIGNMENT AND AMENDMENT

- 11.1. The NCIS may assign or transfer its rights and obligations under this Agreement to its affiliate, subsidiary, parent company, or related party with the consent and approval of the LGU BACOR in writing.
- 11.2. Except as provided in Section 11.1 above, a Party may not assign this Agreement or otherwise transfer or assign the benefits, rights, remedies, or obligations under this Agreement without the prior written consent of the other Parties, and subject to the requirements under the applicable laws.
- 11.3. Any amendment or modification of this Agreement or any additional obligation assumed by either Party in connection with this Agreement shall be binding only if in writing and signed by the Parties hereto and subject to the requirements under the applicable laws.

ARTICLE 12 INDEMNITY

- 12.1. The NCIS shall indemnify and hold harmless LGU BACCOOR for all costs and liabilities of any nature whatsoever reasonably suffered or incurred by LGU BACCOOR as a result of:
- a. breach by the NCIS of its material obligations under this Agreement, including any default of the NCIS;
 - b. A material breach by NCIS of any covenant, representation, or warranty under this Agreement; and
 - c. The gross negligence, willful default, or fraudulent act on the part of NCIS and/or its officers, directors, stockholders, and employees, except to the extent that any cost or liability is occasioned by, or arises out of or is in relation to, the gross negligence, willful default, or fraudulent act of the LGU BACCOOR and/or its officials, employees, and personnel.
- 12.2. The LGU BACCOOR shall indemnify and hold harmless NCIS from all costs and liability of any nature whatsoever suffered or incurred by NCIS in relation to:
- a. Any breach by the LGU BACCOOR of this Agreement, including any default of the LGU BACCOOR;
 - b. A material breach by the LGU BACCOOR of any covenant, representation, or warranty under this Agreement; and
 - c. The gross negligence, willful default, or fraudulent act on the part of the LGU BACCOOR and/or its officials, employees, and personnel, except to the extent that any cost or liability is occasioned by, or arises out of or is in relation to, the gross negligence, willful default, or a fraudulent act of NCIS and/or its officers, directors, stockholders, and employees.
- 12.3. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant Party, and survives expiry or termination of this Agreement.

ARTICLE 13 NOTICES

- 13.1. All notices, demands, or other communications required or permitted to be given or made hereunder shall be in writing in the English language and sent by or through (a) personal delivery or registered mail or (b) electronic communication, addressed to the intended recipient thereof at its addresses or facsimile number as any Party may from time to time notify the other Party for the purpose of this Agreement.
- 13.2. Notices shall be addressed as follows:

For NCIS:

Address: Unit 5A, OPL Building, 100 C. Palanca Street, Legaspi Village, Makati City

E-mail: gait.consolacion@gmail.com

Attention: Ma. Carina Avegail DG Consolacion

For LGU BACOR:

Address: Office of the City Mayor, 3F Bacoar Government Center, Bacoar Boulevard, Barangay Bayanan, Bacoar City, Province of Cavite, Philippines

E-mail: mayorsoffice@bacoar.gov.ph

Attention: Hon. Strike B. Revilla

- 13.3. Any notice, demand, or communication shall be deemed to have been duly received by the intended recipient:
- a. If by personal delivery or registered mail, on the business day of delivery (and in proving delivery of registered mail, it shall be sufficient to show an acknowledgement of receipt issued by the relevant post office where the mail is posted); or
 - b. if by electronic mail, on the business day of receipt.

**ARTICLE 14
DISPUTE RESOLUTION**

- 14.1. If a Party claims that a dispute has arisen, that Party must give written notice to the other Party. The written notice must specify the nature of the dispute.
- 14.2. On receipt of a notice delivered in accordance with Section 14.1, the representatives of the Parties must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- 14.3. If the Parties do not resolve the dispute by negotiation within thirty (30) days of the date of a notice delivered in accordance with Sections 14.1 and 14.2 above, either Party may submit the dispute to arbitration in accordance with Republic Act (R.A.) No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.
- 14.3.1 The seat of arbitration shall be in Metro Manila or the City of Bacoar, at the option of the plaintiff.
 - 14.3.2 The language of the arbitration shall be in English or Filipino.
- 14.4. The arbitration panel shall be composed of three (3) arbitrators, with each Party in dispute appointing one arbitrator, and the third arbitrator shall be jointly appointed by the arbitrators appointed by each Party. If the arbitrators appointed by each Party fail to jointly appoint the third arbitrator, the third arbitrator shall be appointed in accordance with the rules of R.A. No. 9285.

- 14.5. During the pendency of the arbitration proceedings, the arbitration proceedings may allow for provisional remedies in favor of either of the Parties.
- 14.6. The arbitration shall be confidential, and the costs (including legal fees and disbursements) shall be as awarded by the arbitral tribunal.
- 14.7. The award rendered by the arbitration panel shall be final and binding upon the Parties to the dispute, and each Party waives any right to appeal any decision reached by the arbitration panel. Judgment upon the award rendered may be entered in any competent court.
- 14.8. The Parties must do whatever is reasonably necessary to put into effect any negotiation or agreement, or other resolution. This includes exercising voting rights and other powers as required.
- 14.9. During a dispute, each Party must continue to perform its obligations under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

- 15.1. The Parties will do, execute, and deliver, or will cause to be done, executed, and delivered, all such further acts and such other things as each Party may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties, and covenants of this Agreement. The Parties further assure that they shall perform their obligations in a highly professional and diligent manner, with due efficiency and economy and timely execution of works and other obligations, in all respects with that degree of skill, diligence, prudence, and foresight required from them, and with due attention to the need for fairness, openness, and good faith in their dealings.
- 15.2. The validity of the remaining sections, clauses, provisions, terms, and parts of this Agreement shall not be affected by a court, administrative board, or other proceeding of competent jurisdiction deciding that a clause, section, provision, term, or part of this Agreement is illegal, unenforceable, in conflict with any law, or contrary to public policy. In such event, the Parties hereto shall, by amendment of this Agreement, properly replace such provision by a reasonable new provision or provisions that, as far as legally possible, approximate what the Parties intended by such original provision and the purpose thereof.
- 15.3. This Agreement is being executed in the English language only. All documents, notices, waivers, and all other communications written or otherwise between the Parties in connection with this Agreement shall be in the English language. Any translation of this Agreement or any such communication, if any, shall be for convenience only and shall not be binding upon the Parties.

- 15.4. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.
- 15.5. All express representations, warranties, indemnities, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.
- 15.6. In complying with and implementing the terms of this MOA, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- 15.7. Both Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- 15.8. Each Party waives, to the fullest extent permitted by applicable law, any immunity from jurisdiction and immunity from execution to which such Party would be entitled without such waiver in respect of any obligation or liability or dispute resolution procedure or arbitration award rendered under this Agreement.
- 15.9. All approvals and consents required under this Agreement shall not be unreasonably withheld and shall be given within the periods specified in this Agreement or within such a longer period as the Parties may agree upon.
- 15.10. This Agreement shall govern all aspects of, and all contractual relationships between, the Parties. In the event of conflict between this Agreement and any agreement on a matter affecting the Parties, including all questions of interpretation, this Agreement shall prevail.
- 15.11. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof and shall supersede all previous understandings and agreements, whether oral or written, between the Parties on the subject.

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

**NEO-CONNECT ICT
SOLUTIONS, INC**
By:

**CITY GOVERNMENT
OF BACOR**
By:

**MA. CARINA AVEGAIL DG.
CONSOLACION**
President

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. ____
Series of 2025

SIGNED IN THE PRESENCE OF:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Administrators Office

ACKNOWLEDGMENT

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

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

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
MA. CARINA AVEGAIL DG. CONSOLACION		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, 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.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.