



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



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. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2026-1023
Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN MEMORANDUM OF AGREEMENT TEMPLATES ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH VARIOUS HOME OWNERS ASSOCIATIONS REGARDING: (1) THE USE OF A "BOOM BARRIER SYSTEM" AND (2) THE IMPLEMENTATION OF A "HOA SYSTEM".

Sponsored by:
HON. HORACIO M. BRILLANTES, JR.

Co-sponsored by:
HON. ADRIELITO G. GAWARAN, HON. RANDY C. FRANCISCO, AND HON. SIMPLICIO G. DOMINGUEZ

WHEREAS, a request letter dated April 20, 2026 from the Office of the Mayor was sent to the office of the Sangguniang Panlungsod with attached draft Memorandum of Agreement templates for reference and consideration of the City Council;

WHEREAS, the Local Government of Bacoor, through its Local Chief Executive, is vested with the authority to enter into contracts, subject to prior authorization by the Sangguniang Panlungsod pursuant to Section 22 of Republic Act No. 7160. In line with this mandate, the City has initiated the Homeowners' Association (HOA) system as part of its continuing efforts to strengthen governance and advance digital transformation, while fostering constituent engagement through innovative technology solutions.

WHEREAS, the proposed Agreement for the Homeowners' Association (HOA) System establishes the HOA's responsibilities in operating, managing, and maintaining the boom barrier and related equipment provided by the Local Government of Bacoor. Designed as an integrated digital and operational framework, the system combines software, database, and procedures with the physical barrier to regulate entry and exit, thereby ensuring accountability, enhancing security, and supporting effective community management and communication for the benefit of residents and the public.

NOW THEREFORE, upon motion of Hon. Horacio M. Brillantes Jr., duly seconded by the rest of the Council **BE IT**





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Office of the Sangguniang Panlungsod



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City Councilor

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[Signature]
HON. RANDY C. FRANCISCO
City Councilor-ABC President

[Signature]
HON. PALM ANGELS S. BUNCIO
City Councilor- SK Federation President

Attested by:

[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

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

Noted:

[Signature]
HON. STRIKE B. REVILLA
City Mayor



RESOLVED AS IT IS HEREBY RESOLVED by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign Memorandum of Agreement templates on behalf of the City Government of Bacoor with various Home Owners Associations regarding: (1) the use of a "Boom Barrier System" and (2) the implementation of a "HOA System".

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

APPROVED this 25th day of May 2026 during the 44th Regular Session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the contents of the foregoing Resolution are true and correct.

Certified:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Attested:

[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted:

[Signature]
HON. STRIKE B. REVILLA
City Mayor



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date") at Bacoor City, Province of Cavite, by and between:

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

and

_____, a duly organized and registered entity under the laws of the Republic of the Philippines, with its principal office address at _____ represented by its _____, duly authorized for that purpose, and hereinafter referred to as the "HOA".

The term "Party" shall mean HOA or LGU-BACOOR, if applicable, while "Parties" shall mean HOA and LGU-BACOOR, collectively.

The Party providing Personal Information shall be referred to as the "DISCLOSING PARTY," and the Party receiving said Personal Information shall be referred to as the "RECEIVING PARTY".

WITNESSETH:

WHEREAS, HOA is an entity duly registered with the Department of Human Settlements and Urban Development (DHSUD), and has agreed to operate, maintain, and ensure the proper utilization of the boom barrier and related equipment provided by LGU BACOOR, for the benefit of its members, residents, and the public at large;

WHEREAS, LGU-BACOOR, as a local government unit in the Philippines, provides efficient public services to the constituency, including the establishment of the HOA System for the utilization of the boom barrier and related equipment installed within _____;

WHEREAS, LGU-BACOOR initiated the HOA System as part of its continuing efforts to strengthen e-governance and digital transformation, while engaging its constituents through innovative technology solutions;

Confidentiality and Non-Disclosure Agreement between the
City Government of Bacoor and _____

WHEREAS, the Parties entered into a Memorandum of Agreement (MOA) establishing a partnership and committing themselves to promote an efficient provision, operation, and maintenance of the boom barrier and related equipment, in accordance with applicable laws, rules, and regulations;

WHEREAS, in furtherance of the Project, LGU-BACCOOR must disclose to the HOA certain confidential personal data under its custody and protection (the "Personal Data") of clients and individuals engaging in transactions through the HOA System (the "Data Subjects");

WHEREAS, Republic Act (R.A.) No. 10173, otherwise known as the "Data Privacy Act of 2012," together with its Implementing Rules and Regulations, provides that the sharing and transfer of Personal Data must be subject to adequate safeguards for data privacy and security, in order to uphold the rights of Data Subjects, and must adhere to the data privacy principles laid down in the Act, its IRR, and all applicable issuances and guidelines of the National Privacy Commission;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto hereby agree as follows:

ARTICLE I GENERAL PROVISIONS

1. DEFINITION AND INTERPRETATION

- 1.1 *Agreement* – Refers to the Memorandum of Agreement;
- 1.2 *Commission* – Refers to the National Privacy Commission or NPC;
- 1.3 *Consent of the Data Subject* – Refers to any freely given, specific, informed indication of the will obtained by the User or the party receiving the data from the Client/Customer or the persons disclosing data or information, who agrees to the collection and processing of his or her personal, sensitive personal information. Consent shall be evidenced by written, electronic, or recorded means. It may also be given on behalf of a Client/Customer by a lawful representative or an agent legally and specifically authorized by the Client/Customer to do so;
- 1.4 *Client/Customer* – Refers to the residents, constituents of Bacoor, and persons engaging in transactions with the City Government of Bacoor;
- 1.5 *Data Privacy Laws* – Refer to the Data Privacy Act of 2012, its Implementing Rules and Regulations, NPC issuances, related circulars, and/or all other applicable foreign or domestic laws, rules, regulations, directives, and governmental requirements in relation to the privacy, security, and protection of Personal Information;
- 1.6 *Data Privacy Principles* – Refer to the General Data Privacy Principles as defined in Section 11 of the Act;
- 1.7 *Data Sharing* – Refers to the sharing, disclosure, or use of Personal Data under the custody of a personal information controller to one or more other personal information controller/s;

- 1.8 Memorandum of Agreement (Agreement)** - Refers to a contract, joint issuance, or any similar document that sets out the obligations, responsibilities, and liabilities of the personal information controllers involved in the transfer of Personal Data between or among them, including the implementation of adequate safeguards for data privacy and security, and upholding the rights of the Data Subjects; provided, that only personal information controllers should be made parties to this agreement;
- 1.9 Data Subject** - Refers to an individual whose personal, sensitive personal, or privileged information is processed;
- 1.10 Homeowners' Association (HOA) System in a Boom Barrier Setup (HOA System)** – Refers to the integrated digital and operational framework that allows the HOA to manage, monitor, and control the use of boom barrier equipment within its community. It is essentially the software, database, and procedural system that supports the physical barrier. Further, it is a technology-enabled access management platform deployed alongside boom barrier equipment, designed to regulate entry and exit of vehicles and individuals in a residential community, while ensuring accountability, security, and proper utilization of the equipment provided by the LGU BACCOOR.
- 1.11 Personal Data** – Refers to either the personal and/or sensitive personal information of the Client/Customer, such as, but not limited to, name, address, contact number, email address, and birthday;
- 1.12 Personal Information** – Refers to any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;
- 1.13 Personal Data Controller (PIC)** – Refers to a natural or juridical person or any other body that controls the processing of personal data or instructs another to process personal data on its behalf. The term excludes 1) A natural or juridical person, or any other body, who performs such functions as instructed by another person or organization or 2) A natural person who processes personal data in connection with his or her personal, family, or household affairs; There is control if the natural or juridical person or any other body decides on what information is processed, or the purpose or extent of its processing.
- 1.14 Sensitive Personal Information** – Refers to personal information i) about an individual's race, ethnic origin, marital status, age, color, and religious, philosophical, or political affiliations; ii) about an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings; iii) issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and iv) specifically established by executive order or an act of Congress to be kept classified.

2. RULES OF CONSTRUCTION

- 2.1 It is understood and agreed upon by the Parties that the use of the singular includes the plural (and vice versa), and the use of any gender includes the other genders;
- 2.2 It is understood and agreed upon by the Parties that a reference to a Party shall include that Party's authorized representatives, successors, or permitted assignees;
- 2.3 It is understood and agreed upon by the Parties that a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organizations, governments, states, foundations, trusts, and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);
- 2.4 It is understood and agreed upon by the Parties that a reference to a Section is to the relevant section of this Agreement;
- 2.5 It is understood and agreed upon by the Parties that a reference to a statute, order, regulation, or other similar instrument shall be construed as a reference to the statute, order, regulation, or instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted by any subsequent statute, order, regulation or instrument;
- 2.6 It is understood and agreed upon by the Parties that general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including," "include," "in particular," or any similar expression will be construed as illustrative, and the words following any of those terms will not limit the sense of the words preceding those terms; and
- 2.7 It is understood and agreed upon by the Parties that headings to sections are for information and identification only and shall not be construed as forming part of this Agreement.

3. PURPOSE

- 3.1 In accordance with the General Data Privacy Laws, Personal Data shall only be processed (including stored) for the furtherance and implementation of the Agreement; specifically for the purpose of providing the HOA by the LGU BACOR a boom barrier and related equipment, including the operation and maintenance of a HOA System composed of various modules and components, and to deploy, integrate, and operate such modules to support agreed functionalities and services for the public. These services include, but are not limited to, the establishment of a defined system or database, which serves as the backbone for the efficient, secure, and automated operation of the boom barrier and related equipment

4. OBJECTIVE

- 4.1 This Agreement is executed for the following objectives:
 - a. Provide the guidelines for the collection and processing of Personal Data from Data Subjects;

- b. Ensure that the rights of the Data Subjects are upheld;
- c. Uphold the confidentiality of the Personal Data collected and processed;
- d. Guarantee that both Parties recognize and acknowledge the legal obligations of each Party in handling Personal Data; and
- e. Warrant compliance with all Data Privacy laws, rules, and regulations, related issuances, circulars, and orders.

ARTICLE II CONTRACTUAL OBLIGATIONS

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

5.1 Roles and Responsibilities of both Parties

- a. Designate responsible personnel to oversee the effective implementation of the Project and this Agreement;
- b. Ensure proper communication with the other party for the effective implementation of this Agreement;

5.2 Roles and Responsibilities of LGU Bacoor

- a. Provide the system, equipment, and initial configuration;
- b. Conduct initial training for the designated HOA representative;
- c. Perform major system maintenance, upgrades, and technical support as needed;
- d. Support the HOA in maintaining the integrity and effectiveness of the System;
- e. Establish minimum security, data protection, and usage standards; and
- f. Safeguard personal login credentials at all times and strictly adhere to established security protocols and guidelines

5.3 Roles and Responsibilities of the HOA

- a. Comply with the policies, rules, and procedures formulated for the effective implementation of this Agreement;
- b. Designate authorized system administrators and users;
- c. Ensure proper use of the system in accordance with these guidelines and city policies;
- d. Safeguard all equipment against loss, damage, or misuse;
- e. Maintain updated records of homeowners and residents using the system.
- f. Promptly report to LGU BACCOOR any issues, irregularities, or concerns observed in the operation of the HOA System;
- g. Safeguard personal login credentials at all times and strictly adhere to established security protocols and guidelines;
- h. Shall be responsible for the day-to-day care and proper handling of the equipment. The equipment shall not be modified, relocated, or repaired without prior approval from the City. Any damage or loss due to negligence may be subject to investigation and corresponding liability; and

- i. Submit reports to LGU BACOOR, when required, on the status, utilization, and maintenance of the HOA System

5.4 Roles and Responsibilities of the Homeowners and Residents:

- a. Comply with the policies, rules, and procedures formulated for the effective implementation of this Agreement;
- b. Use the system only for approved HOA and community purposes;
- c. Protect personal login credentials and follow security guidelines; and
- d. Refrain from misuse, unauthorized access, or distribution of system data.

6. TERM AND TERMINATION

6.1 This Agreement shall be effective as of the Effective Date and shall continue until the expiration of the term provided for in the MOA [three (3) years] or until terminated by either Party with thirty (30) days' prior written notice to the other Party, whichever is the earlier (Term).

6.2 Following the expiration of the said Term, this Agreement may be renewed upon renewal of the MOA and upon mutual agreement of the Parties.

6.3 Either of the Parties may terminate this Agreement without cause by serving a thirty (30) day written notice to the other Party prior to the intended date of termination.

6.4 Upon the completion or termination of the MOA, this Agreement shall likewise automatically terminate.

6.5 At the expiration of the Term, or upon termination of this Agreement, whichever is earlier, the HOA must:

- a. Dispose, delete, or destroy all Personal Data it has in its custody and protection through physical destruction or deletion or erasure of all Personal Data files from HOA's computer systems within fifteen (15) days from the date of expiration of the Term or from the date of termination of this Agreement;
- b. Return all Personal Data of the Data Subject in any recorded form, including any other property, information, and documents provided by the Data Subject;
- c. Destroy all copies it made of Personal Data and any other property, information, and documents if requested by the User. For printouts or other tangible formats, the document will be shredded. For data in electronic form, the document must be deleted, wiped, overwritten, or otherwise made irretrievable.

7. CONTENT OF DATA

7.1 It is understood and agreed that, based on the principle of reciprocal exchange, under the premise of not violating the law and not infringing the lawful rights and interests of others, each Party shall share the relevant data

generated in its process of providing products and services to the other Party.

- 7.2 The Parties shall share data by jointly establishing a DATA SHARING PLATFORM. The specific content of data sharing and the manner and time of data provision by the Parties shall be determined by the Parties through a separate discussion.

8. SYSTEM USE AND LIMITATIONS

- 8.1 The system shall be used for HOA announcements and communications, community records and reporting, and safety, security, and administrative coordination. The system shall NOT be used for personal, commercial, or political activities, any unlawful or prohibited purposes, or activities that violate privacy or data protection laws.

9. MANAGEMENT, OPERATION, AND MAINTENANCE OF THE DATA-SHARING PLATFORM

- 9.1 After the execution of this Agreement, both Parties shall establish a data-sharing platform. The parties agree that after the execution of this Agreement, they shall each appoint a representative or a Data Privacy Officer as the person in charge of the data-sharing platform.
- 9.2 Any decision on the data-sharing platform is subject to the unanimous agreement of the Parties and shall jointly exercise the authority to review, discuss, handle, modify, and interpret policies, rules, regulations, procedures, and other terms and conditions related to the operation, management, and use of the data-sharing platform.

10. OWNERSHIP OF SYSTEM AND DATA

- 10.1 The City of Bacoor shall provide the HOA system, including necessary equipment and software. All system equipment remains the property of the City of Bacoor unless otherwise stated in a separate agreement. The system is provided for official HOA and community-related use only.
- 10.2 Except as otherwise specified in this Agreement, the DISCLOSING PARTY shall have all and any ownership, rights, and interests (including intellectual property rights) to the data (including derived data) it provides to the RECEIVING PARTY pursuant to this Agreement and shall have the right to modify, combine the data, and shall be able to decide at its discretion whether to expand or reduce the scope of data collected or generated in the course of business. The RECEIVING PARTY may only use the data provided by the DISCLOSING PARTY under this Agreement in accordance with this Agreement.

11. DONATION OF COMPUTER AND HARDWARE FOR HOA SYSTEM

- 11.1 The LGU BACCOOR agrees to donate, convey, and transfer to the HOA the computer unit/s, peripherals, and other hardware components necessary for the implementation and operation of the HOA System.

- 11.2 The HOA accepts the donation of the computer and hardware, and undertakes full responsibility for their safekeeping, operation, and maintenance. The HOA shall ensure that the donated equipment is utilized exclusively for the effective implementation of the HOA System and for the benefit of its members and the community.
- 11.3 The LGU BACCOOR warrants that it has full authority to donate the computer and hardware, and that the same are free from any liens, encumbrances, or adverse claims.
- 11.4 The LGU BACCOOR shall provide initial orientation and technical assistance to the HOA to facilitate the effective use of the donated equipment in connection with the HOA System.
- 11.5 The HOA agrees to hold the LGU BACCOOR free and harmless from any liability, claims, or damages arising from the subsequent use, management, or operation of the donated computer and hardware.

12. PERSONAL DATA CONTROLLER

- 12.1 A Personal Data Controller is a person or organization that, either alone or jointly with another controller, determines the purposes for which and the manner in which any Personal Data is processed.
- 12.2 It is understood and agreed upon by both Parties that LGU-BACCOOR is the Personal Data Controller of any Personal Data it provides and remains so.
- 12.3 At no time upon providing the HOA with Personal Data does LGU-BACCOOR cease to be a controller of that Personal Data;
- 12.4 Upon receipt of the Relevant Personal Data by HOA in accordance with the MOA, LGU-BACCOOR, and the HOA shall become joint Personal Data Controllers and/or Personal Data Controllers in common, in which case, LGU-BACCOOR shall be notified by HOA of all decisions on how the relevant Personal Data is to be processed.

Provided that, upon the determination by LGU-BACCOOR that the processing of Personal Data by HOA violates the Act or contravenes any of the duties or responsibilities of a Personal Data Controller, LGU-BACCOOR shall have the power to terminate this Agreement and avail of its remedies against the HOA provided under the Act and this Agreement. The HOA shall delete or destroy, or shall be compelled to delete or destroy, Personal Data it has in its custody.

- 12.5 In no case shall HOA share Personal Data for its own use and purpose.

13. DATA ACCESS AND DESIGNATED DATA PRIVACY OFFICERS/S

- 13.1 Under the terms of this Agreement, the HOA must ensure that access to the Personal Data is managed, auditable, and restricted to those individuals who need to process the Personal Data for the specific purpose/s outlined in this Agreement.
- 13.2 For purposes of this Agreement,

LGU-BACCOOR appoints/designates the following person/s to act as its Data Privacy Office (the "LGU-BACCOOR DPO"):

LGU-BACCOOR DPO: _____

Contact Details: _____

HOA appoints/designates the following person/s to act as its Data Privacy Office (the "HOA DPO"):

HOA DPO: _____

Contact Details: _____

14. RESTRICTIONS

- 14.1 It is understood and agreed that Personal Data shall not be sold, transferred, disclosed, or shared by the HOA to third parties or non-parties, or allow third parties to access the data sharing platform, or send to third parties or allow third parties to use any data (including derived data) of the data sharing platform, unless: a) a written authorization of either Party has been obtained; or b) if the disclosure is made as required according to applicable laws and regulations.
- 14.2 It is understood and agreed that the details of the Personal Data that will be provided by LGU-BACCOOR must not be shared by the HOA with any third party or parties without prior notice to and prior written agreement of LGU-BACCOOR.
- 14.3 Non-compliance with this Agreement and the corresponding guidelines that may be implemented by LGU Baccor may result in suspension of system access. Serious or repeated violations may lead to further administrative or legal action, in accordance with city ordinances and HOA rules.

15. RETURN AND/OR DESTRUCTION OF PERSONAL DATA

- 15.1 It is understood and agreed that Personal Data should only be processed for as long as necessary to accomplish its purposes. Processing of Personal Data should be limited accordingly and for a period no longer than the term of this Agreement.
- 15.2 It is understood and agreed that any Party may request written permission to keep Personal Data for specified purposes in anticipation of further use. In such cases, the written permission must be renewed annually and each time a new project or use is undertaken. At the end of the specified time period, the Personal Data must be deleted unless otherwise agreed upon in writing by the Parties.
- 15.3 In view of the foregoing, if Personal Data has been held for longer than one (1) year, an updated version must be obtained as soon as practicable.

16. DATA SECURITY REQUIREMENTS

- 16.1 It is understood and agreed that the HOA undertakes to provide adequate safeguards for data privacy and security with respect to Personal Data and comply with all of the Data Privacy Principles and data privacy security

provisions provided under the Act and its IRR and all other applicable issuances and/or guidelines of the National Privacy Commission.

16.2 The HOA must:

- a. Implement and maintain security standards, processes, procedures, practices, and controls appropriate to the nature of the Personal Data received and the harm that would be caused by its loss or disclosure;
- b. Process Personal Data and/or sensitive data only for the purpose of the MOA and only for purposes described in this Agreement;
- c. Ensure that access to the Personal Data is limited to those employees who need access to the Personal Data for the purpose stated in the Agreement;
- d. Ensure that the Personal Data supplied is stored in a secure system, password-protected, and that all computer terminals and other means of access are maintained securely in secure premises;
- e. Ensure the rights of the Data Subject under the Act are met;
- f. Destroy the Personal Data once it is no longer required for the purpose for which it was collected, and confirm destruction to the DBP in accordance with this Agreement;
- g. Ensure that all employees with access to the Personal Data understand the confidential nature of the Personal Data and their responsibilities, and
- h. Report immediately to LGU-BACOOR any security incidents relating to the use of the Personal Data and any breaches of the terms of this Agreement.

16.3 The Parties shall take reasonable steps to ensure that their processing of Personal Information is and remains accurate and complete and restricted to the declared purpose/s.

16.4 The Parties shall ensure that shared Personal Data is kept logically and physically separate from all its other data.

17. DUTY OF THE HOA WITH RESPECT TO THE DATA SUBJECT

17.1 It is understood and agreed that the HOA should have the responsibility to provide the Data Subject/s with the following information prior to the processing of Personal Data:

- a. Identity of the personal information processors, if any, that will be given access to the Personal Data;
- b. Purpose of data sharing;
- c. Details of the Personal Data concerned;
- d. Intended recipients or categories of recipients of the Personal Data, if any;

- e. Existence of the rights of Data Subjects;
- f. Remedies available to the Data Subject as provided under the Act; or
- g. Other information that would sufficiently notify the Data Subject of the nature and extent of data sharing and the manner of processing.

18. DATA TRANSFER

18.1 It is understood and agreed that the Personal Data shall be transferred/shared by LGU-BACCOOR to the HOA through the following methods:

<Info shall be provided by MIS>

18.2 The Parties shall use the highest degree of care in transmitting Personal Data to the receiving Party. The Disclosing Party shall ensure that only secured modes of transmission of confidential information are utilized. Should there be unauthorized use, dissemination, or publication of the shared Personal Data because of and solely attributable to the Disclosing Party's breach of its commitment to exercise the utmost degree of care in the transmission of confidential information, the Disclosing Party alone will bear the damage or loss.

19. RIGHTS OF THE DATA SUBJECT

19.1 The Data Subject is understood and agreed to be the persons or entities whose personal information shall be collected and processed.

19.2 The Data Subject shall have the right to be informed whether the Data Subject's Personal Data is being processed or has been processed.

19.3 The Data Subject shall be asked for their consent prior to the collection and processing of their Personal Data.

19.4 The right to require the Personal Data Controller/Processor to correct any Personal Data relating to the Data Subject that is inaccurate.

19.5 The right to object to the processing of the Personal Data in case of changes or amendments to the Personal Data supplied or declared to the Data Subject.

19.6 The right to suspend, withdraw, or order the blocking, removal, or destruction of the Data Subject's Personal Data from the Data Controller's/Processor's information database system.

19.7 Data Subjects who are owners of the Personal Data subject of this Agreement shall have the right to request access to this Agreement from LGU-BACCOOR and HOA.

19.8 Data Subjects shall, likewise, have the right to see and access what Personal Data is held about them and to know why and how it is processed.

- 19.9 The Data Subject shall have the right to dispute the inaccuracy or error in your Personal Data and demand its correction immediately and accordingly.
- 19.10 The Data Subject shall have the right to be indemnified for any damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of your Personal Data not in accordance with this Agreement.
- 19.11 LGU-BACCOOR, as a data controller, has an obligation to respond to these requests. However, requests made to the HOA should be honored by them under the terms of the Act.

20. CONFIDENTIALITY

- 20.1 It is understood and agreed that each Party hereby agrees to treat as confidential all information received relative to this Agreement (Confidential Information). No Party may disclose such Confidential Information to any third party without the written consent of the other Party.
- 20.2 Either Party shall protect the confidential information of the other Party in the same manner as the protection of its proprietary and confidential information and materials, but in any event, not less than a reasonable degree of care. Both Parties that accept confidential information shall be responsible for any violation of the confidentiality provisions of the Agreement by their employees or agents. These obligations are continuing and shall survive the termination or expiration of this Agreement.
- 20.3 Except as otherwise provided in this Agreement, if either Party hereto requires assistance from a third party for the performance of its obligations under this Agreement, and it is inevitable for such third party to know or access the confidential information under this Agreement when providing assistance, any Party hereto may provide the confidential information to such third party subject to the written consent of the other Party and the agreement of the third party in writing to assume all of the confidentiality obligations set forth in this Agreement.
- 20.4 Confidential Information shall mean any information or material, documents, or data that is generally known to the public and proprietary to either Party, whether provided orally, visually, or in written, electronic, or other format, including but not limited to
- a. The Personal Data subject of this Agreement,
 - b. Operation methods, customer relationships, Data Subject lists, profiles of customers, financial estimates, business plans, and internal performance results relating to the past, present, or future activities of the Parties;
 - c. All confidential or proprietary concepts, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, manuals, know-how, show-how, and trade secrets, whether or not subject to patent or copyright; and
 - d. Any other information which, if disclosed in whatever manner, is identified as Confidential Information by the Parties;

20.5 Notwithstanding the foregoing, Confidential Information shall not include information or material that:

- a. Is publicly available or becomes publicly available through no action or fault of the recipient party,
- b. was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided that the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, or
- c. was or is obtained by the recipient party from a third party, provided that such third party was not bound by a contractual, legal, or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material, or (iv) is independently developed by the recipient party without reference to the Confidential Information.

21. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

21.1 It is understood and agreed that the Parties shall mutually indemnify and hold each other harmless from any claims, demands, liabilities, actions, suits, or proceedings asserted or claimed by Data Subjects and/or third parties arising from this Agreement.

21.2 This mutual indemnification shall not apply to the Party whose negligence, act, omission, or misconduct gave rise to any such claim, demand, liability, action, suit, or proceeding.

22. LIABILITY FOR DEFAULT COMPENSATION

22.1 If any Party ("the Defaulting Party") constitutes a default due to direct or indirect violation of any terms of this Agreement or failure to promptly and fully assume its obligations under this Agreement, after the occurrence of the default, the other Party (the "Observant Party") shall be entitled to request in writing the Defaulting Party to rectify the default and take sufficient, effective and timely measures to eliminate the consequences of the default and compensate the observant party for the losses incurred as a result, including but not limited to economic loss and reputation damage;

22.2 If the defaulting party fails to rectify its default within fifteen (15) days of receipt of the above notice of default by the Observant Party, the Observant Party shall be entitled to terminate this Agreement by notifying the counterparties in writing and requiring the Defaulting Party to compensate for the losses.

23. REVIEW

23.1 It is understood and agreed that the LGU-BACCOOR shall have the right to review this Agreement annually to assess and evaluate the performance of

the HOA under this Agreement, including the reliability of the HOA's Personal Data custody and security system, and to determine whether LGU-BACCOOR should continue with the current arrangement with the HOA or update/modify the operational terms thereof.

- 23.2** This mutual indemnification shall not apply to the Party whose own negligence, act, omission, or misconduct gave rise to any such claim, demand, liability, action, suit, or proceeding.

24. IN CASE OF FORTUITOUS EVENTS/FORCE MAJEURE

24.1 No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and the Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site in which the Project will be located.

24.2 The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same.

24.3 Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement may be continued or mutually terminated.

ARTICLE III MISCELLANEOUS PROVISIONS

25. REPRESENTATIONS AND WARRANTIES

25.1 Each Party states, represents, and warrants that the Party has all necessary powers and authority to execute and deliver this Agreement and perform its obligations under this Agreement.

25.2 Each Party states, represents, and warrants that the Party has obtained all necessary official authorizations from its organization to execute and deliver this Agreement and perform its obligations under this Agreement.

25.3 Each Party states, represents, and warrants that the Party's execution of this Agreement or performance of its obligations under this Agreement is not in violation of or in conflict with any other agreements it has entered into.

- 25.4** Each Party states, represents, and warrants that it has the legal rights to the data provided under this Agreement and will not infringe on the legal rights of any third party.
- 25.5** Each Party states, represents, and warrants that it will not engage in any conduct that would harm the interests of the other Party during the partnership, including but not limited to infringement of the copyrights, right to reputation, and/or other legal rights of other participating parties.
- 25.6** Each Party states, represents, and warrants that in this partnership, the collection and provision of relevant data, the upload of such data to the data-sharing platform, and the authorization of the other Party to use such data in accordance with this Agreement do not violate relevant laws and regulations and infringe on the lawful rights and interests of third parties, and it has obtained the necessary consent, permit or approval for the above actions.
- 25.7** Each Party states, represents, and warrants that it will obtain explicit authorization from the users for the collection, processing, and provision of user-related data or obtain explicit authorization from the information subject for the collection, use, and provision of such original personal information, as well as for the purpose and scope of using such original personal information, in which such authorized scope includes the sharing of user-related data.
- 25.8** Each Party states, represents, and warrants that an obligation of confidentiality is imposed on its personnel authorized to process the shared Personal Data and take reasonable steps to ensure the reliability and integrity of any of its personnel who have access to the shared Personal Data. Only those personnel on a need-to-know basis shall be given access to such shared Personal Data.
- 25.9** Each Party states, represents, and warrants that it will promptly notify the Disclosing Party about the following:
- a. Any legally binding request for disclosure of the shared Personal Data by virtue of a court order or in compliance with any law, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and
 - b. Any requests received from Data Subjects.

For purposes of item (ii), the receiving Party and disclosing Party shall cooperate to properly respond and address such requests to the extent allowed by law, which may involve the Data Subject's right to access, copy, correct, rectify, erase, or remove their Personal Data.

26. RELATIONSHIP OF PARTIES

- 26.1** The relationship of the Parties under and in relation to this agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

27. GOOD FAITH

- 27.1** This Agreement is based primarily on mutual trust and confidence. The Parties hereto agree to carry out this MOA fairly and cooperatively for their mutual benefit. Should any dispute or disagreement that may arise in connection with or because of this Memorandum, the Parties hereto shall endeavor to resolve such dispute or disagreement amicably and in a spirit of friendship.

28. GOVERNING LAW AND DISPUTE RESOLUTION

- 28.1** This Agreement shall be governed and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, excluding all other venues.
- 28.2** The Parties agree that judicial courts situated in Bacoor City, Province of Cavite, Philippines shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement, the Confidential Information or the Purpose, with each Party irrevocably consenting to the jurisdiction thereof for any actions, suits, or proceedings arising out of or relating to this Agreement, the Confidential Information or the Purpose, with each Party irrevocably consenting to the jurisdiction thereof for any actions, suits, or proceedings arising out of or relating to this Agreement, the Confidential Information or the Purpose, and with each Party irrevocably waiving any objection to that choice of forum based on venue or to the effect that the forum is not convenient.

29. AMENDMENTS

- 29.1** This Agreement and any of the Annexes may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.
- 29.2** It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LGU-BACCOOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

30. ENTIRE AGREEMENT AND INTEGRATION

- 30.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.

31. GOOD FAITH

- 31.1** In complying with and implementing the terms of this agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing accessible learning and training to nursing students.

32. AUTHORITY

32.1 Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

33. NON-ASSIGNMENT OF RIGHTS

33.1 Without prior written consent of the other Party, neither Party may assign this Agreement, nor any of the rights hereto, to any person, firm, or entity, except to its successors or assigns, in case of acquisitions, mergers, consolidations, and/or change of name, provided that prior written notice of such use and/or assignment is given to the other Party.

34. NOTICE

34.1 Except as may be otherwise specifically provided in this Agreement, 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 Agreement, or at such other addresses as may be subsequently specified by written notice.

34.2 If to LGU-BACCOOR:

<Mailing address>

34.3 If to the HOA:

<Mailing address>

35. SEVERABILITY

35.1 In the event that any provision of this Agreement 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 Agreement 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 Agreement.

36. EFFECTIVITY

36.1 The Memorandum of Agreement shall take effect and become a binding agreement between the Parties upon the date of signing by both parties and the exchange of executed copies.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this ____ day
of _____ 202_ at the City of Bacoor, Province of Cavite.

FOR CITY GOVERNMENT OF
BACCOOR:

FOR _____:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____,
Series of 202_

SIGNED IN THE PRESENCE OF:

NAME
Data Protection Officer
CITY GOVERNMENT OF BACCOOR

NAME
Position
HOA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES))
City of Bacoor, Cavite)) SS

BEFORE ME, this _____ day of _____ 202_ at the City of Bacoor, Province of Cavite, personally appeared:

FULL NAME	Gov't Issued ID/Nos	Place and Date Issued
STRIKE B. REVILLA <i>City Mayor</i>		

Known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT, and they acknowledged to me that the same is true in their free and voluntary act and deed.

This instrument, consisting of NINETEEN (19) PAGES on which this acknowledgement is written, has been signed by both parties and their instrumental Witnesses.

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

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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this _____ day of _____, 202_ (the "Effective Date") in 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 _____, approved by the Sangguniang Panlungsod of the City of Bacoor dated _____, and hereinafter referred to as the "**LGU BACCOOR**"

and

_____ a duly organized and registered entity under the laws of the Republic of the Philippines, with its principal office address at _____, represented by its _____, duly authorized for that purpose, and hereinafter referred to as the "**HOA**"

The term "Party" shall mean the LGU BACCOOR or the HOA, if applicable, while the term "Parties" shall mean the LGU BACCOOR and the HOA, collectively.

WITNESSETH:

WHEREAS, pursuant to Republic Act (R.A.) No. 9904, otherwise known as the "Magna Carta for Homeowners and Homeowners' Associations," homeowners' associations are vested with the duty to promote the collective interests, safety, and welfare of their members and the community;

WHEREAS, Section 4 of R.A. No. 9904 affirms the responsibility of homeowners' associations to maintain peace, order, and security within their communities, including the management of facilities intended to safeguard residents and visitors;

WHEREAS, the LGU BACCOOR, in line with its mandate under Republic Act (R.A.) No. 7160, otherwise known as the "Local Government Code of 1991," shall provide the boom barrier and related equipment to support community management, safety, and communication;

WHEREAS, the LGU BACCOOR shall provide the boom barrier and related equipment intended to support community management, safety, and communication within the _____;

WHEREAS, the HOA acknowledges its responsibility to operate, maintain, and ensure the proper utilization of the boom barrier and related equipment provided by LGU BACCOOR, for the benefit of its members, residents, and the public at large;

WHEREAS, the HOA commits to assume responsibility for the operation, maintenance, and proper utilization of the boom barrier and related equipment provided by LGU BACCOOR, in accordance with applicable laws, rules, and regulations;

WHEREAS, both Parties recognize that the installation and use of the boom barrier and related equipment shall contribute to improved community management, enhanced safety, and effective communication, thereby fostering a secure and well-regulated environment consistent with the objectives of Republic Act No. 9904 and the Local Government Code of 1991;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties have agreed to be bound as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the responsibilities of the HOA in relation to the operation, management, and maintenance of the boom barrier and related equipment to be provided by the LGU BACCOOR. The said boom barrier and related equipment are intended to support community management, safety, and communication for the benefit of the homeowners, residents, and the public at large.

This Agreement seeks to ensure the effective utilization of the facility in accordance with applicable laws, rules, and regulations, thereby fostering a secure, orderly, and well-managed community environment.

SECTION 2. SCOPE OF THE AGREEMENT. This Agreement shall cover the provision, installation, and turnover of the boom barrier and related equipment by the LGU BACCOOR and the assumption of responsibility by the HOA for its operation, management, and maintenance.

The scope of this Agreement shall include, but not be limited to, the following:

- A. LGU BACCOOR shall provide the boom barrier and related equipment intended to support community management, safety, and communication for the benefit of the homeowners, residents, and the public at large.
- B. The HOA shall be responsible for the proper operation, day-to-day management, and preventive maintenance of the boom barrier and related equipment, ensuring their continuous functionality and security.
- C. The HOA shall adopt appropriate policies and procedures governing the use of the boom barrier and related equipment, consistent with R. A. No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations" and other applicable laws, rules, and regulations.

- D. The HOA shall coordinate with LGU BACCOOR for technical support, reporting of issues, and any necessary upgrades or replacements of the boom barrier and related equipment.
- E. Both Parties shall ensure that the use of the boom barrier and related equipment contributes to improved community management, enhanced safety, and effective communication, thereby fostering a secure and orderly environment for residents and visitors.

SECTION 3. BOOM BARRIER AND RELATED EQUIPMENT OWNERSHIP AND PROVISION. The boom barrier and related equipment are to be provided by LGU BACCOOR for installation within the community.

Ownership of the boom barrier and related equipment shall remain with the LGU BACCOOR, while the HOA shall assume full responsibility for their operation, management, and maintenance.

The HOA shall ensure the proper utilization of the boom barrier and related equipment in support of community management, safety, and communication, consistent with R.A. No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations" and other applicable laws, rules, and regulations. The HOA shall likewise safeguard the boom barrier and related equipment against misuse, damage, or loss, and shall coordinate with LGU BACCOOR for any necessary technical support, repair, or replacement.

The provision of the boom barrier and related equipment by LGU BACCOOR is intended to benefit the homeowners, residents, and the public at large by fostering a secure, orderly, and well-managed community environment.

SECTION 4. ROLES AND RESPONSIBILITIES OF THE PARTIES.

- A. **ROLES AND RESPONSIBILITIES OF THE LGU BACCOOR.** The LGU BACCOOR shall undertake the following roles and responsibilities in relation to the boom barrier and related equipment intended to support community management, safety, and communication:
 - a. Provision and installation of the boom barrier and related equipment within the designated community area, ensuring compliance with applicable standards and specifications;
 - b. Turnover of the boom barrier and related equipment to the HOA for operation, management, and maintenance, with proper documentation of transfer and acknowledgment of receipt;
 - c. Provision of technical assistance and training, as may be necessary, to support the HOA in the effective utilization of the boom barrier and related equipment;

- d. Coordination with the HOA in addressing issues related to repair, replacement, or upgrading of the boom barrier and related equipment, subject to the availability of resources and applicable government procedures; and
- e. Monitoring and evaluation, in partnership with the HOA, to ensure that the boom barrier and related equipment contribute to improved community management, safety, and communication for the benefit of homeowners, residents, and the public in general.

B. ROLES AND RESPONSIBILITIES OF THE HOA. The HOA shall undertake the following roles and responsibilities in relation to the boom barrier and related equipment provided by the LGU BACOOR:

- a. Operate and manage the boom barrier and equipment on a day-to-day basis, ensuring orderly access and utilization consistent with community policies;
- b. Maintain and safeguard the boom barrier and related equipment, including the conduct of regular preventive maintenance, to ensure continuous functionality and security;
- c. Formulate and implement internal rules and procedures governing the use of the boom barrier and related equipment, in accordance with R.A. No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations" and other applicable laws, rules, and regulations;
- d. Designate responsible personnel to oversee the operation and monitoring of the boom barrier and related equipment, and to coordinate with LGU BACOOR for technical support, repairs, or upgrades as may be necessary;
- e. Ensure that the boom barrier and related equipment contribute to improved community management, enhanced safety, and effective communication for the benefit of homeowners, residents, and the public at large; and
- f. Submit reports to LGU BACOOR, when required, on the status, utilization, and maintenance of the boom barrier and related equipment.

C. ROLES AND RESPONSIBILITIES OF THE HOMEOWNERS AND RESIDENTS. The homeowners and residents within the community shall undertake the following roles and responsibilities in relation to the boom barrier and related equipment provided by the LGU BACOOR and managed by the HOA:

- a. Comply with the policies, rules, and procedures formulated by the HOA governing the use of the boom barrier and related equipment;

- b. Respect and cooperate with the designated personnel of the HOA in the proper operation and monitoring of the boom barrier and related equipment ;
- c. Ensure responsible use of the boom barrier and related equipment by refraining from acts that may cause damage, misuse, or obstruction to its intended function;
- d. Promptly report to the HOA any issues, irregularities, or concerns observed in the operation of the boom barrier and related equipment for appropriate action;
- e. Support the HOA in maintaining the integrity and effectiveness of the boom barrier and related equipment as a facility intended to enhance community management, safety, and communication;
- f. Recognize that the boom barrier and related equipment are provided for the collective benefit of homeowners, residents, and the public at large, and therefore uphold their proper use in the spirit of cooperation and community welfare; and
- g. Safeguard personal login credentials at all times and strictly adhere to established security protocols and guidelines.

SECTION 5. BOOM BARRIER AND RELATED EQUIPMENT USE AND LIMITATIONS. The boom barrier and related equipment provided by the LGU BACCOOR and managed by the HOA shall be utilized solely for purposes of community management, safety, and communication. The following limitations shall apply:

- A. The boom barrier and related equipment shall be used exclusively to regulate access, enhance security, and support communication within the community, and shall not be employed for any unauthorized or commercial purposes.
- B. Only duly designated personnel of the HOA shall be permitted to operate, monitor, and manage the boom barrier and related equipment, in accordance with established policies and procedures.
- C. Tampering, misuse, or unauthorized modification of the boom barrier and related equipment is strictly prohibited and shall subject the responsible party to appropriate sanctions under HOA rules and applicable laws.
- D. The boom barrier and related equipment shall not be used in a manner that infringes upon the rights, privacy, or safety of homeowners, residents, or the public at large.
- E. Any expansion, upgrade, or replacement of the boom barrier and related equipment shall require prior coordination with LGU BACCOOR and compliance with relevant government procedures.

- F. The HOA shall ensure that the boom barrier and related equipment are operated within the bounds of Republic Act No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations," the Local Government Code of 1991, and other applicable laws, rules, and regulations.
- G. The boom barrier and related equipment shall not be used for personal, commercial, or political activities, nor for any unlawful or otherwise prohibited purposes.

SECTION 6.

DATA PRIVACY AND SECURITY. The HOA shall ensure that the operation and management of the boom barrier and related equipment provided by the LGU BACCOOR fully comply with Republic Act (R.A.) No. 10173, otherwise known as the "Data Privacy Act of 2012," and other applicable laws, rules, and regulations.

In line with this, the HOA shall undertake the following responsibilities:

- A. Safeguard all personal information, access records, and communication data generated through the use of the boom barrier and related equipment, ensuring confidentiality, integrity, and availability at all times.
- B. Implement appropriate organizational, physical, and technical security measures to prevent unauthorized access, misuse, alteration, or disclosure of data collected by the boom barrier and related equipment.
- C. Restrict boom barrier and related equipment access to duly authorized HOA personnel, who shall be required to protect their login credentials and adhere strictly to established security protocols.
- D. Ensure that any data processing activities are limited to purposes directly related to community management, safety, and communication, and shall not be used for personal, commercial, or political activities, nor for any unlawful or prohibited purposes.
- E. Promptly report to LGU BACCOOR and relevant authorities any data breach, security incident, or unauthorized use of the boom barrier and related equipment, and take immediate corrective measures to mitigate risks.
- F. Coordinate with LGU BACCOOR for technical support and compliance monitoring to ensure that the boom barrier and related equipment operate in accordance with data privacy and security standards.

SECTION 7.

EQUIPMENT CARE AND MAINTENANCE. The HOA shall be responsible for the proper care, upkeep, and maintenance of the boom barrier and related equipment provided by the LGU BACCOOR.

In line with this responsibility, the HOA shall undertake the following:

- A. Ensure the regular inspection, cleaning, and preventive maintenance of the boom barrier and related equipment to guarantee continuous functionality and reliability;
- B. Designate qualified personnel or service providers to perform maintenance and promptly address any technical issues, malfunctions, or damages;
- C. Safeguard the boom barrier and related equipment against misuse, tampering, or unauthorized access, and implement appropriate security measures to protect its integrity.
- D. Maintain accurate records of maintenance activities, repairs, and replacements, and make such records available to LGU BACOOR upon request;
- E. Coordinate with LGU BACOOR for technical support, upgrades, or replacement of equipment, subject to applicable government procedures and resource availability; and
- F. Ensure that all care and maintenance activities are conducted in accordance with R.A. No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations," the Local Government Code of 1991, and other relevant laws, rules, and regulations.

SECTION 8.

TRAINING AND SUPPORT. To ensure the effective operation, management, and maintenance of the boom barrier and related equipment, the LGU BACOOR shall provide the necessary training and technical support to the HOA.

In line with this, the following provisions shall apply:

- A. The LGU BACOOR shall conduct initial training sessions for designated HOA personnel on the proper operation, monitoring, and troubleshooting of the boom barrier and related equipment;
- B. LGU BACOOR shall provide instructional materials, manuals, and guidelines to assist the HOA in establishing internal policies and procedures for boom barrier and related equipment use;
- C. The HOA shall ensure that only trained and authorized personnel are assigned to operate and manage the boom barrier and related equipment;
- D. LGU BACOOR shall extend technical support, as may be necessary, for repairs, upgrades, or boom barrier and related equipment enhancements, subject to the availability of resources and applicable government procedures;
- E. The HOA shall coordinate with LGU BACOOR for refresher trainings, capacity-building activities, or additional support to sustain the effective use of the boom barrier and related equipment; and

- F. Both Parties shall collaborate to ensure that training and support activities contribute to improved community management, safety, and communication, consistent with R.A. No. 9904, otherwise known as the "Magna Carta for Homeowners and Homeowners' Associations" and other applicable laws.

SECTION 9.

COMPLIANCE AND SANCTIONS. The HOA shall ensure that the operation, management, and maintenance of the boom barrier and related equipment provided by the LGU BACCOOR are conducted in strict compliance with R.A. No. 9904, or the "Magna Carta for Homeowners and Homeowners' Associations," the Local Government Code of 1991, the Data Privacy Act of 2012, and other applicable laws, rules, and regulations. In line with this, the following provisions shall apply:

- A. The HOA shall adopt and enforce internal policies and procedures governing the proper use of the boom barrier and related equipment, consistent with the purposes of community management, safety, and communication;
- B. Any misuse, negligence, or unauthorized use of the boom barrier and related equipment by HOA officers, personnel, homeowners, or residents shall be subject to sanctions under HOA by-laws, internal rules, and applicable laws;
- C. Sanctions may include, but are not limited to, suspension of access privileges, imposition of fines or penalties, and referral of violations to appropriate government authorities for further action;
- D. The HOA shall be held accountable for failure to maintain the boom barrier and related equipment in good working condition, including negligence resulting in damage, loss, or compromise of safety and communication functions;
- E. LGU BACCOOR reserves the right to withdraw, suspend, or reassign the boom barrier and related equipment in cases of gross misuse, persistent non-compliance, or violation of the terms of this Agreement; and
- F. Both Parties shall collaborate to ensure that compliance mechanisms and sanctions are applied fairly, transparently, and consistently, with due regard to the collective welfare of homeowners, residents, and the public at large.

SECTION 10.

TERM AND TERMINATION. Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on _____. 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.

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.

Should either Party commit a material breach under this Agreement or commit a material breach of any other terms and conditions of this Agreement, or unjustifiably refuse or fail 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.

SECTION 11. MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- B. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- C. GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. ASSIGNMENT.** Either Party is strictly prohibited from assigning this Agreement, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this Agreement without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by, all of the obligations of the assigning Party under this Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.
- E. BINDING EFFECT.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
- F. GOVERNING LAW and VENUE OF SUITS.** This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Bacoor City to the exclusion of all other venues.

- G. CUMULATIVE RIGHTS.** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- H. WAIVER.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- I. HEADINGS.** The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.
- J. 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.
- K. AMENDMENTS.** This Agreement 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 Agreement 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 Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested in them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.
- L. NOTICE.** Except as may be otherwise specifically provided in this Agreement, 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 addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- M. COUNTERPARTS SIGNING.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

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

(Signatory page follows)

**CITY GOVERNMENT
OF BACOR**

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 202__

By:

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
City of Bacoor, Province of Cavite) S.S.

BEFORE ME, a Notary Public, this ___ day of _____ 202_, personally appeared the following:

Name	Competent Evidence of Identity/ Number	Date and Place Issued
STRIKE B. REVILLA		

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 if the Government herein represented.

The foregoing Memorandum of Agreement, consisting of _____ (___) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses on each and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, I have hereunto set my hand this day, year, and place above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202_.