



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHARINE SARINO-EVARISTO

City Councilor

On-Leave

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

**CITY RESOLUTION NO. 2026-1089
SERIES OF 2026**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILA, TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY GOVERNMENT OF BACOR AND SOUTHGLOBAL CORPORATION REGARDING THE ESTABLISHMENT OF AN OPEN ACCESS ICT PASSIVE INFRASTRUCTURE PROJECT INITIATIVE.

Sponsored by:

Hon. Adriellito G. Gawaran, Hon. Palm Angel Buncio, Hon. Manolo S. Galvez and Hon. Randy C. Francisco.

WHEREAS, on July 19, 2026, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding (MOU) between the City Government of Bacoor and SouthGlobal Corporation.

WHEREAS, the purpose of the said MOU is to establish a non-binding framework between the City Government and SouthGlobal Corporation for collaboration on project development, data sharing, market scoping, and the preparation of documentation necessary for the submission of an Unsolicited Build-Operate-Transfer (BOT) Public-Private Partnership (PPP) proposal for the Bacoor City Open Access ICT Passive Infrastructure Project.

WHEREAS, the City Government of Bacoor has previously undertaken Smart City Master Planning Initiatives in collaboration with various partners, including SouthGlobal Corporation. These Smart City Master Planning activities identified the need for a robust digital backbone and an open access infrastructure framework to support future smart applications.

WHEREAS, after due deliberation and careful consideration by the City Council, it was determined that the proposed Memorandum of Understanding (MOU) serves as an effective mechanism for extending government programs, services, and initiatives regarding the Smart City Project of the City Government of Bacoor. The said MOA shall be deemed as an integral part of this resolution and shall be attached hereto as **Annex "A"**.





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Attested by:

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

Certified by:

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

NOW THEREFORE, on motion of Councilor Adrielito G. Gawaran unanimously seconded by all the councilors present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to approve the proposed resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Understanding (MOU) between the City Government of Bacoor and SouthGlobal Corporation regarding the Open Access ICT Passive Infrastructure Project Initiative.

APPROVED UNANIMOUSLY by the 6th Sangguniang Panlungsod this 17th day of August 2026 at the City of Bacoor, Cavite.

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

Certified:

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

Attested:

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



MEMORANDUM OF UNDERSTANDING

**Project Development and Preparation of an Unsolicited BOT PPP Proposal
Bacoor City Bacoor City Open Access ICT Passive Infrastructure Project**

KNOW ALL MEN BY THESE PRESENTS:

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

The **CITY GOVERNMENT OF BACOOR**, 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 2026, approved by the Sangguniang Panlungsod of the City of Bacoor dated _____, and hereinafter referred to as "**LGU BACOOR**"

and

SOUTHGLOBAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at _____, represented herein by its _____, duly authorized for that purpose, and hereinafter referred to as "**SGC**"

"Party" shall refer to either the LGU BACOOR or the SGC, as applicable. The term "Parties" shall collectively refer to both the LGU BACOOR and the SGC.

WITNESSETH:

WHEREAS, the LGU BACOOR is committed to advancing digital infrastructure and promoting inclusive access to information and communication technologies within its jurisdiction;

WHEREAS, SGC has expressed its intent to collaborate with LGU BACOOR in the development and preparation of an unsolicited Build-Operate-Transfer (BOT) Public-Private Partnership (PPP) proposal;

WHEREAS, the proposed Bacoor City Open Access ICT Passive Infrastructure Project seeks to establish a sustainable, future-proof, and resilient ICT backbone that will enhance connectivity, support e-governance initiatives, and foster socio-economic growth;

WHEREAS, both Parties recognize the importance of transparent, accountable, and mutually beneficial cooperation in the planning, development, and potential implementation of the said Project;

WHEREAS, the Parties acknowledge that the preparation of the unsolicited BOT PPP proposal shall be undertaken in accordance with applicable laws, rules, and regulations, including the PPP Code of the Philippines, relevant issuances of the PPP Center, and local ordinances of Bacoor City;

WHEREAS, the Parties desire to formalize their understanding and cooperation through this Memorandum of Understanding, which shall serve as the framework for collaboration in project development and proposal preparation.

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. BACKGROUND AND SMART CITY CONTEXT

The LGU BACOR has previously undertaken Smart City Master Planning initiatives in collaboration with international and academic partners, including RMS, DOHWA Engineering Co., Ltd., Yonsei University, and Southglobal Corporation as its local partner.

These Smart City Master Planning activities identified the critical need for a robust digital backbone and an open access infrastructure framework to support public safety systems, command center integration, institutional connectivity, economic development, and future smart applications.

The initiative contemplated under this MOU is intended to operationalize and implement the digital backbone components identified under said Smart City Master Planning activities.

Nothing in this MOU shall be construed as binding upon any third party, including prior Smart City planning partners, unless covered by separate formal agreements duly executed for such purpose.

SECTION 2. POLICY ALIGNMENT

This initiative is aligned with Republic Act (R.A.) No. 12234, otherwise known as the "Open Access in Data Transmission Act," and Republic Act (R.A.) No. 11966, otherwise known as the Public-Private Partnership (PPP) Code of the Philippines, together with their respective Implementing Rules and Regulations (IRR).

SECTION 3. PURPOSE

The purpose of this MOU is to establish a non-binding framework for collaboration on project development, data sharing, market scoping, and the preparation of documentation necessary for the

submission of an Unsolicited Build-Operate-Transfer (BOT) Public-Private Partnership (PPP) proposal for the Bacoor City Open Access ICT Passive Infrastructure Project.

SECTION 4. NON-BINDING; NO AWARD; NON-EXCLUSIVE

This MOU is exploratory in nature and shall remain non-binding. It does not constitute, nor shall it be construed as, an award of a Public-Private Partnership (PPP) project, concession, or exclusive right.

Any unsolicited proposal submitted by SGC shall be evaluated and processed strictly in accordance with the Republic Act (R.A.) No. 11966, its Implementing Rules and Regulations (IRR), and all applicable procedures, including the conduct of a Swiss Challenge process where required.

The LGU BACORR expressly reserves the right to entertain, consider, and evaluate other proposals or proponents in accordance with law.

SECTION 5. PROJECT DEVELOPMENT ACTIVITIES. The Parties shall undertake the following exploratory project development activities under this MOU:

- A. Market Scoping and Engagement.** Conduct consultations and exploratory discussions with telecommunication operators, internet service providers (ISPs), enterprises, and institutions to assess market interest and potential participation.
- B. Baseline Interconnectivity Assessment.** Identify and document interconnectivity requirements for major LGU BACORR Government buildings and facilities.
- C. Priority Corridor Mapping.** Undertake high-level mapping of priority rollout corridors to guide potential infrastructure deployment.
- D. Feasibility Assumptions.** Prepare preliminary technical, financial, and commercial feasibility assumptions to inform proposal development.
- E. Documentation Preparation.** Develop a White Paper, Concept Note, and draft Build-Operate-Transfer (BOT) concession framework to serve as reference materials for the preparation of the unsolicited PPP proposal.

SECTION 6. DATA SHARING AND CONFIDENTIALITY

The LGU BACORR may provide SGC with non-confidential information necessary for project development. Such data sharing shall at all times be subject to applicable laws, rules, and regulations, including Republic Act (R.A.) No. 10173, otherwise

known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations.

Any confidential or proprietary information exchanged between the Parties in the course of project development shall be treated with strict confidentiality. Neither Party shall disclose such information to any third party without the prior written consent of the other, except as may be required by law, regulation, or competent authority.

The obligations under this Section shall survive the expiration or termination of this MOU, to the extent permitted by law.

SECTION 7. TECHNICAL WORKING GROUP (TWG)

An initial Technical Working Group (TWG) shall be constituted for the purpose of coordinating and overseeing project development activities under this MOU.

The TWG shall be led and coordinated by SGC, acting as the local project development proponent, and shall serve as the primary forum for technical discussions, documentation preparation, and alignment of activities between the Parties.

SECTION 8. TERM AND TERMINATION

This MOU shall take effect upon signing by both Parties and shall remain valid for a period of ONE (1) YEAR, unless earlier terminated or duly extended by mutual written agreement.

Either Party may terminate this MOU at any time upon written notice to the other, without prejudice to any rights or obligations accrued prior to such termination.

SECTION 9. GOVERNING LAW AND VENUE OF SUITS

This MOU 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.

SECTION 10. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT AND INTEGRATION. This MOU constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOU. 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 MOU 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 MOU, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. ASSIGNMENT.** Either Party is strictly prohibited from assigning this MOU, 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 MOU 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 MOU. No assignment, with or without such consent, will relieve either Party from its obligations under this MOU.
- E. BINDING EFFECT.** The covenants and conditions contained in this MOU shall apply to and bind the Parties, as well as their successors and permitted assigns.
- F. CUMULATIVE RIGHTS.** The Parties' rights under this MOU are cumulative, and shall not be construed as exclusive of each other unless otherwise provided by law.
- G. WAIVER.** The failure of either Party to enforce any provisions of this MOU 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.
- H. HEADINGS.** The titles to the provisions in this MOU are for convenience or reference only and shall not in any way affect the interpretation thereof.
- I. SEVERABILITY.** If any part or parts of this MOU shall be held unenforceable for any reason, the remainder of this MOU shall continue in full force and effect. If any provision of this MOU 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.
- J. AMENDMENTS.** This MOU shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this MOU shall be deemed valid and binding upon the contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this MOU. This MOU 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 MOU, all previous verbal and/or written arrangements about the subject of this MOU shall be considered null and void.

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

L. COUNTERPARTS SIGNING. This MOU 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 MOU as of the date and at the place set forth above.

**CITY GOVERNMENT
OF BACOR**

**SOUTHGLOBAL
CORPORATION**

By: _____

By: _____

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2026

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ____ day of _____ 2026, personally appeared the following:

Name	Competent Evidence of Identity/ Number	Date and Place Issued
HON. 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 of the Government herein represented.

The foregoing Memorandum of Understanding, 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 2026.