



Office of the Sangguniang Panlungsod

DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II
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City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

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

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

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-235
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE TRIPARTITE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, PHILIPPINE DYNAMIC DEALS, INC., AND ABOITIZ FOUNDATION, INC. RELATIVE TO THE LAUNCHING OF A FOOD DONATION DRIVE KNOWN AS THE "FARM-TO-FOOD PACK PROJECT."

Sponsored by:
Hon. Simplicio G. Dominguez

Co-Sponsored by:
Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Victorio L. Guerrero, Jr., Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 4 April 2023, the Office of the Sangguniang Panlungsod received a letter-request from the Office of the City Mayor for authority to sign a Memorandum of Agreement (MOA) between the City of Bacoor, the Aboitiz Foundation Inc., and Philippine Dynamic Deals Inc., for the implementation of a food donation drive entitled "Farm-to-Food Pack Project" proposed by Philippine Dynamic Deals Inc.

WHEREAS, the attached draft Memorandum of Agreement (MOA) is deemed incorporated and made an integral part of this Resolution;

WHEREAS, the MOA outlines the Farm-to-Food Pack project, in which the proponent, Philippine Dynamic Deals, Inc., will distribute Five Thousand (5,000) Grocer Bunboxes to recipients identified by the Bacoor City Government as beneficiaries;

WHEREAS, Philippine Dynamic Deals, Inc. is a corporation duly organized under Philippine law and is the proponent of the Farm-to-Food Pack project;

WHEREAS, the Aboitiz Foundation, Inc., a non-stock, non-profit corporation, serves as the development arm of the Aboitiz Group responsible for focusing the corporate social responsibility efforts of the Aboitiz Group;



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Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

WHEREAS, in 2015, the Philippine Statistics Authority revealed that the poverty rate in Bacoor City is 4.9%;

WHEREAS, poverty is directly correlated with hunger and malnutrition, which can have detrimental effects on health and the local economy. This is evidenced by the following studies:

1. World Bank's research conducted by Alderman, H., & Behrman, J. R. (2006) titled "Reducing the Incidence of Low Birth Weight in Low-Income Countries Has Substantial Economic Benefits", which emphasizes the negative impact of malnutrition on cognitive development, health, and productivity;
2. Haddad, L., Alderman, H., Appleton, S., Song, L., & Yohannes, Y.'s Study (2003) titled "Reducing Child Malnutrition: How Far Does Income Growth Take Us?", published in The World Bank Economic Review, indicating that economic growth alone cannot sufficiently reduce child malnutrition, thus emphasizing the need for targeted interventions;
3. Gundersen, C., & Ziliak, J. P.'s Study (2015) titled "Food Insecurity and Health Outcomes", published in Health Affairs, which establishes the correlation between food insecurity and negative health outcomes, leading to increased healthcare costs and reduced productivity, ultimately affecting the local economy;

WHEREAS, there is an urgency in addressing the negative effects of inflation on the ability of vulnerable groups to afford food, as emphasized in the research by Brinkman et al. (2010) in The Journal of Nutrition, highlighting the impact of rising food prices on the nutritional status and health of vulnerable populations, further supported by the study of Ivanic & Martin (2014) in the World Bank Policy Research Working Paper Series, demonstrating the significant influence of food price fluctuations on poverty rates, particularly for low-income households, and the study by Méjean et al. (2013) in Public Health Nutrition, which elucidates the connection between food prices, food choices, and negative health outcomes, thereby emphasizing the need for immediate interventions to ensure food affordability for vulnerable groups;

WHEREAS, the Farm-to-Food Pack project will distribute almost six million pesos worth of food to vulnerable populations;



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Sangguniang Panlungsod Secretary

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HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the City Government of Bacoor shall receive three significant benefits by entering into the MOA, which include: (1) enhancing food security for vulnerable communities, (2) fostering public-private partnerships for community development, and (3) showcasing the City of Bacoor as a leader in social welfare initiatives;

WHEREAS, the General Welfare Clause of the Local Government Code mandates the local government unit to promote the health and well-being of its residents;

WHEREAS, Section 455(b)(1)(vi) of the Local Government Code of 1991 (Republic Act No. 7160) requires that the Sangguniang Panlungsod adopt a resolution authorizing the City Mayor to enter into contracts on behalf of the city;

NOW THEREFORE, upon motion of Hon. Simplicio Dominguez, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Memorandum of Agreement between the City Government, Aboitiz Foundation Inc., and Philippine Dynamic Deals Inc. relative to Farm-to-Food Pack Project.

RESOLVED LASTLY, to furnish Aboitiz Foundation Inc., Philippine Dynamic Deals Inc., the Office of the City Mayor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 11th day of April 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

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



Office of the Sangguniang Panlungsod

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Liga ng mga Barangay President

[Signature]
HON. MAC RAVEN ESPERITU
SK Federation President

Attested by:

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

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Attested by:

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

Noted by:

[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 on _____ (the "Effective Date"), by and among:

PHILIPPINE DYNAMIC DEALS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 30th Floor Ore Central Tower, 31st Street Bonifacio Global City, Taguig City, Philippines, herein represented by its Chief Operating Officer, **REUBEN J. RAVAGO**, hereinafter referred to as the "PROPONENT";

-and-

ABOITIZ FOUNDATION, INC., a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 15th Floor, NAC Tower, 32nd St., Bonifacio Global City, Taguig City, Philippines, herein represented by its President and Chief Operating Officer, **MARIBETH L. MARASIGAN**, hereinafter referred to as the "FOUNDATION";

-and-

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, City of Bacoor, Province of Cavite, herein represented by its City Mayor, **Hon. STRIKE B. REVILLA**, hereinafter referred to as the "BENEFICIARY".

The PROPONENT, the FOUNDATION, and the BENEFICIARY shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH: THAT -

WHEREAS, the FOUNDATION is the social development arm of the Aboitiz group, duly accredited by the Philippine Council for NGO Certification ("PCNC"), responsible for focusing on the corporate social responsibility ("CSR") efforts of the Aboitiz group to ensure that proper and worthwhile CSR projects and activities are identified as well as to determine the appropriate beneficiaries therefor;

WHEREAS, the PROPONENT is launching a food donation drive entitled the "Farm-to-Food Pack Project" (the "Project");

WHEREAS, the BENEFICIARY shall provide the list of recipients of the food packs (each a "Grocer Bunbox"), as well as render support and assistance to the Project in accordance with the terms and conditions in this Agreement;

WHEREAS, in furtherance of these CSR projects and activities of the Aboitiz Group, the FOUNDATION has agreed to participate in the Project in accordance with the terms herein;

NOW THEREFORE, in view of the foregoing premises, the Parties hereto have agreed to the following terms and conditions:

Section 1 Description of the Project

The Project involves the distribution of five thousand (5,000) Grocer Bunboxes to recipients identified by the BENEFICIARY from households covered by its territory.

Section 2 Rights and Obligations of the Beneficiary

The BENEFICIARY shall:

- a.) Ensure the proper implementation of the Project;
- b.) Coordinate with and assist the FOUNDATION and the PROPONENT in the implementation and monitoring of the Project;
- c.) Accept from the FOUNDATION and the PROPONENT the materials and equipment that form part and parcel of the Project, if any;
- d.) Provide a list of the five thousand (5,000) recipients from its territorial jurisdiction and the necessary details of the recipients, including their full name, and active mobile numbers, in order to distribute the food packs;
- e.) Provide the additional list of recipients within one (1) week from the written notice of the PROPONENT in case a recipient in the initial list provided does not register in the PROPONENT's platform or if s/he does not claim the Grocer Bunbox within two (2) weeks from the time that the PROPONENT sent her or him the first SMS in relation to the Project;
- f.) Consent to and hold the other Parties free and harmless from the use of the data disclosed to the other Parties for the fulfillment of the Project except when there is violation of this agreement, related data sharing agreements, and the Data Privacy Act of 2012;
- g.) Provide a free venue that is accessible, covered, and well-ventilated for the events in relation to the Project and areas to install merchandising materials. These materials shall be installed at least a week and a half before the event and shall remain in the area for at least a month after the event has concluded;
- h.) Provide assistance in inviting people to sign-up for the Project;
- i.) Provide the required security measures and protocols, including the assignment of a team of security marshals throughout the events;
- j.) Set-up an area within the vicinity of the events for first aid and medical cases, with assigned personnel who have competencies to meet medical concerns;
- k.) Allot an ambulance or an emergency vehicle in cases where urgent medical needs arise during the event;
- l.) Provide, execute or otherwise deliver all necessary documents, authorizations, certifications, permits, license, contracts or deeds as may be required by the PROPONENT and/or the FOUNDATION for purposes of the PROPONENT's and/or the FOUNDATION's compliance with applicable laws, ordinances, rules and regulations in connection with the Project.

Section 3 Rights and Obligations of the PROPONENT

The PROPONENT shall:

- a.) Administer and closely coordinate with the FOUNDATION and the BENEFICIARY in the efficient and effective implementation of the Project;
- b.) Act as overall Project manager in all matters arising from or in relation to the performance of the obligations under this Agreement, except in cases of amendments or assignments of any portion hereof. The PROPONENT shall provide the overall administration and supervision of the Project implementation on site, including but not limited to the following:
 - i. Sourcing, preparation, and logistics of preparing the food packs and delivering the same to the nominated recipients;
 - ii. Providing advice and support to the FOUNDATION in the enforcement and implementation of the Project;
 - iii. Monitoring the progress of the Project implementation;

- iv. Making periodic reports to the FOUNDATION as to the status and/or progress of the Project and other related works;
 - v. Implementing the FOUNDATION's standard operating procedures as well as the FOUNDATION's rules and regulations; and coordinating, on behalf of the FOUNDATION, with the BENEFICIARY as well as all other government authorities as may be necessary for the Project;
- c.) Identify and endorse the donors who will pay the expenses in accordance with the Project Cost indicated in this Agreement, and furnish the FOUNDATION with copies of the official receipts for the purchase of the materials and equipment used for the donation; and,
 - d.) Coordinate with the donors for the execution of, together with the FOUNDATION, the documents confirming the donation in favor of the BENEFICIARY for the Project.

Section 4 Rights and Obligations of the FOUNDATION

The FOUNDATION shall:

- a.) Act as the overall director for the implementation of the Project;
- b.) Manage the Funds donated by the donors identified by the PROPONENT, and release a portion of the Funds equivalent to the Project Cost, in a manner consistent with the policies and guidelines set by the FOUNDATION, to pay for the expenses incurred in connection with the Project; and,
- c.) Jointly execute, together with the donors identified and endorsed by the PROPONENT, the documents confirming the donation in favor of the BENEFICIARY for the materials and equipment used for the Project.

Section 5 Project Cost

- a.) The FOUNDATION will fund the amount of **SIX MILLION FIVE HUNDRED FORTY-FIVE THOUSAND PESOS (PHP6,545,000.00)** (the "Project Cost") broken down as follows:

Line Item	Qty	Cost/Unit (Php)	Total (Php)
Food Pack	5,000	1,199	5,995,000
Delivery Expenses	5,000	110	550,000
TOTAL			6,545,000

- b.) The FOUNDATION shall release the amount of the Project Cost to the PROPONENT; provided, that the PROPONENT submits a proposal to the FOUNDATION, which details the breakdown of the costs for the execution and implementation of the Project, including the costs of the materials turned over to the BENEFICIARY.

Section 6 Term and Effectivity

- a.) This Agreement shall have a term of **one (1) year** commencing on the Effective Date (the "Term").
- b.) Within thirty (30) days prior to the expiration of this Agreement, any of the Parties may initiate its renewal by providing a written notice of intention to renew. All Parties must signify their consent to renew the agreement prior to the end of the initial term.
- c.) The PROPONENT and/or the FOUNDATION may opt for the early termination of this Agreement for whatever reason or cause by giving the other Parties written notice

to that effect at least thirty (30) days prior to the proposed termination date, without any liability on the part of the terminating Party for damages.

- d.) This Agreement may be terminated at any time by any Party for cause, at five (5) day's written notice:
- i. Upon a material violation or breach by a Party of the terms, conditions and obligations under this Agreement, and such breach is not remedied within fifteen (15) days from receipt of a written notice to remedy the same; or
 - ii. If a Party shall become insolvent, or if a proceeding for bankruptcy, insolvency or for reorganization, receivership, or dissolution is instituted by or against such Party, or if such Party seeks to take advantage of any bankruptcy or insolvency statute in effect in the Philippines or elsewhere, or discontinues business or adopts a resolution providing for its dissolution or liquidation, in which case the non-defaulting Parties shall be entitled to recover from the defaulting Party such damages and attorney's fees as the non-defaulting Parties may incur, in addition to any and all existing claims that may be due to the non-defaulting Parties prior to termination.

In which case, the non-defaulting Parties shall be entitled to recover from the defaulting Party such damages and attorney's fees as the non-defaulting Parties may incur, in addition to any and all existing claims that may be due to the non-defaulting Parties prior to termination.

- e.) The termination of this Agreement with or without cause shall not release a Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- f.) The termination of this Agreement shall be in addition to and not in lieu of other rights and remedies of the Parties under this Agreement and existing provisions of law.

Section 7 Representations and Warranties

Each of the Parties represents and warrants to the other Parties that:

- a.) It is duly organized and validly existing under and by virtue of the laws of the Philippines with full power to own its property(s), to carry on its business as it is now being conducted, and to execute, deliver and perform its obligations under this Agreement; entering into this Agreement does not violate any provision of any applicable law or regulation, its articles of incorporation, by-laws or any other constitutive documents, and any agreement with other parties; and it has been duly authorized by all necessary corporate and legal action to enter into this Agreement;
- b.) No litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of the Parties' officers, threatened against them or any of their subsidiaries or any of their properties.
- c.) It has not failed to disclose any Material Fact that may affect the execution and performance and execution of this Agreement during its term. A "Material Fact" is defined as one where, had a Party known of such fact either during the negotiation or at any time during the Term, such Party would not have entered into this Agreement;
- d.) It has not paid, agreed to pay, caused or permitted to be paid, either directly or indirectly, in any form, to any trustee, officer, employee, or agent of the other Parties any commission, percentage, or contingent fee payment or other benefit of any kind in connection with the entering into, performance of this or any other

agreement with the other Parties;

- e.) It is not and is not affiliated with a Designated Person, a Terrorist Individual, or a Terrorist Organization, Association or Group of Persons as defined under Republic Act No. 11479, otherwise known as the "Anti-Terrorism Act" of 2020 or other applicable laws (the "**Applicable Anti-Terrorism Laws**");
- f.) It has not committed and does not intend to commit any terrorist act as defined under Applicable Anti-Terrorism Laws;
- g.) It does not intend to engage in any transaction that will be, in violation of any provision of Applicable Anti-Terrorism Laws;
- h.) Its operations are and have at all times been conducted in compliance with any of the applicable laws and regulations on anti-corruption, anti-bribery, anti-money laundering, economic sanctions, and Applicable Anti-Terrorism Laws;
- i.) The execution of this Agreement, and the fulfilment or performance of the terms hereof, or the transactions contemplated hereby do not or will not violate any of the applicable laws and regulations on anti-corruption, anti-bribery, anti-money laundering, economic sanctions, and Applicable Anti-Terrorism Laws; and
- j.) It shall not lend, invest, contribute, finance, provide Material Support (as defined under the Applicable Anti-Terrorism Laws), or otherwise make available any corporate fund to, or for the benefit of, any individual or entity in a manner that would result in a violation of any of the applicable laws and regulations on anti-corruption, anti-bribery, anti-money laundering, economic sanctions, and Applicable Anti-Terrorism Laws, such as, financing of any Designated Person, Terrorist Individual, or Terrorist Organization, Association or Group of Person.

The foregoing representations and warranties of the Parties shall be deemed made as of the signing of this Agreement shall continue in full force and effect during the Term or any extension or renewal thereof.

Section 8 Limitation of Liability

The FOUNDATION or the PROPONENT shall in no case be liable to the BENEFICIARY or any third party, at any time, for any consequential or indirect losses or special damages of any other kind, including loss of profit or business opportunity, resulting from and arising out of or in connection with this Agreement, or any act or omission relating thereto, howsoever caused, unless such is due to the FOUNDATION or the PROPONENT 's fault or negligence.

The BENEFICIARY shall in no case be liable to the FOUNDATION or the PROPONENT or any third party, at any time, for any consequential or indirect losses or special damages of any other kind, including loss of profit or business opportunity, resulting from and arising out of or in connection with this Agreement, or any act or omission relating thereto, howsoever caused, unless such is due to the BENEFICIARY 's fault or negligence

Section 9 Notices

All notices, requests, consents and other documents ("Notices") under this Agreement shall be given/served either by personal delivery in writing, through email, through registered mail or sent through reputable courier service with return receipt requested, postage prepaid and properly addressed to the Party or its designated agent/representative. Notices shall be addressed as follows:

<p>If to the FOUNDATION:</p> <p>Address: 15/F, NAC Tower, 32nd Street Bonifacio Global City, Taguig City Email: maribeth.marasigan@aboitiz.com Attention: Maribeth L. Marasigan</p>	<p>If to the PROPONENT:</p> <p>Address: 30th Floor, Ore Central Tower, 31st Street, Bonifacio Global City, Taguig City, Email: rjavago@dynamicdeals.ph Attention: Reuben J. Ravago</p>
<p>If to the BENEFICIARY:</p> <p>Address: Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, _____ Province _____ of _____ Cavite Email: ategakhalid@gmail.com Attention: Atty. Khalid Atega Jr.</p>	

Such Notices shall be deemed served or given:

On the date of actual delivery, if personally served at, or sent via registered mail or reputable courier service to, the address of the Party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any Business Day ("**Business Hours**"). A "**Business Day**" means a day, except Saturday and Sunday, on which commercial banks are required or authorized to be open in the city of the recipient; and

- a.) If sent by electronic mail, when such Notice is successfully transmitted during Business Hours; provided that no bounce or error notification is received by the sender. However, if the Notice is not sent during Business Hours, such Notice shall be deemed served when Business Hours commence.

Any Party may change its address for receipt of Notices at any time by giving written notice thereof to the other Party, provided that the other Party was advised of such change in writing, duly received. The duly authorized representative of each Party may sign any Notice given under this Agreement for and on its behalf.

Section 10 General Provisions

- a.) Nothing in this Agreement shall be construed to create a joint venture, partnership, association, or trust among the Parties. Except as expressly provided in this Agreement, no Party may create any obligations or responsibilities on behalf, or in the name, of the other Party(ies) and no Party may hold itself out to be a partner, employee, representative, or agent of the other Party(ies).
- b.) The waiver by a Party of a breach by the other Party(ies) of any of the provisions of this Agreement, or a Party's failure to insist on the strict performance of any provision hereof or to exercise any right in any one or more instances or circumstances, shall not be construed as a waiver or relinquishment of such provision, right or by the non-breaching Parties of any succeeding breach by the breaching Party of the same or other provisions. The delay, failure or omission by any Party in exercising any right that it may have under this Agreement shall also not operate as a waiver or relinquishment of such provision or right, or of any breach or default by the non-breaching Party.
- c.) If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of

this Agreement will not be affected, and the Parties will use their reasonable efforts to substitute one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intent hereof. To the extent permitted by applicable law, each Party waives any provision of law that renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

- d.) No assignment of the benefit of, or obligations under, any of the provisions of this Agreement will be effective unless consented to in writing by the Parties. This Agreement and each Party's obligations hereunder shall be binding on the representatives and permitted assigns and successors of such Party and shall inure to the benefit of the permitted assigns and successors of each of the Parties.
- e.) If at any time any dispute or difference shall arise among the Parties in connection with this Agreement, the Parties shall in good faith exert all efforts to resolve such dispute or difference. At the request of a Party by giving notice to the others, the duly authorized representatives of all the Parties shall meet in a good-faith effort to reach an amicable settlement of the dispute or difference. Any unresolved dispute shall be litigated in the proper courts of Taguig City, to the exclusion of all others elsewhere situated.
- f.) The Parties acknowledge that it will or may have access to and become informed of confidential and proprietary information of the other party or its related corporation ("Confidential Information") and both Parties further acknowledge that all such Confidential Information is and will remain at all times the property of the disclosing Party.

The Parties must use the Confidential Information only for the purposes of carrying out its duties and obligations under this Agreement and not for any other purposes. During the continuance of this Agreement and after the termination of this Agreement, both Parties covenant and agree to hold in strictest confidence and to exercise the utmost diligence to maintain the confidentiality of any Confidential Information or any other information as to the affairs, dealings and concerns of the disclosing Party or its related corporation.

- g.) This represents the entire agreement among the Parties. The provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the Parties.
- h.) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Philippines.
- i.) This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.

Signature page follows.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date first above written.

PHILIPPINE DYNAMIC DEALS, INC.

By:

CITY GOVERNMENT OF BACOR

By:

REUBEN J. RAVAGO

COO

HON. STRIKE B. REVILLA

City Mayor

ABOITIZ FOUNDATION, INC.

By:

MARIBETH L. MARASIGAN

President and Chief Operating Officer

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on _____, personally appeared the following who was identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
REUBEN J. RAVAGO	DL N01-87-064003 2032-03-31 N15 Manila	

known to me to be the same person described in the foregoing Agreement, who acknowledged before me that his/her respective signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and who declared to me that he/she executed the instrument as his/her free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of _____ pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on _____, personally appeared the following who was identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
ABOITIZ FOUNDATION, INC. By: MARIBETH L. MARASIGAN		

known to me to be the same person described in the foregoing Agreement, who acknowledged before me that his/her respective signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and who declared to me that he/she executed the instrument as his/her free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of _____ pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. _____

Page No. _____

Book No. _____

Series of 20__.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
BACOR CITY) SS.

BEFORE ME, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on _____, personally appeared the following who was identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
Hon. STRIKE B. REVILLA		

known to me to be the same person described in the foregoing Agreement, who acknowledged before me that his/her respective signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and who declared to me that he/she executed the instrument as his/her free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of 11 pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023.