



Office of the Sangguniang Panlungsod

DISTRICT I

OFFICIAL BUSINESS
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

HON. ROBERTO L. ADVINCULA
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

SICK LEAVE

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

OFFICIAL BUSINESS

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

OFFICIAL BUSINESS

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-308
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH TASKUS OUTSOURCING PHILIPPINES, INC. REGARDING JOBSTART PHILIPPINES.

Sponsored by:

Hon. Reynaldo M. Fabian

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on August 2, 2023, the Office of the Sangguniang Panlungsod received a request from the Office of the City Mayor, seeking a resolution authorizing the City Mayor to enter into a Memorandum of Agreement with TaskUs Outsourcing Philippines Inc., in relation to the implementation of the Jobstart Philippines Program, a full cycle employment facilitation service endorsed by the Department of Labor and Employment. The proposed Memorandum of Agreement is hereby deemed incorporated into and made an integral part of this Resolution.

WHEREAS, TaskUs Outsourcing Philippines Inc. is recognized as a proficient Business Process Outsourcing Services and Digital Solutions Provider, and their involvement in the program can significantly impact its successful implementation.

WHEREAS, the JobStart Act of 2016 (Republic Act No. 10869), was legislated to institutionalize the JobStart program, positioning it as a critical bridge for the youth, guiding them in the transition from formal education and technical training towards meaningful employment.

WHEREAS, the process of transitioning from school to work is of paramount importance for the youth, setting the tone for their career trajectories and ensuring that they contribute positively to the socio-economic fabric of society.

WHEREAS, enhancing the knowledge and skills acquired in formal education or technical training is crucial as it empowers the youth, making them competent, competitive, and adaptive in the rapidly evolving job market.

WHEREAS, under the provisions of Republic Act No. 7160, (the "Local Government Code of 1991") the City of Bacoor is



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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

entrusted with the duty to ensure the provision of social welfare services which encompass programs and projects tailored for child and youth welfare.

WHEREAS, advancing educational outcomes and ensuring a smooth transition from the academic realm to the workforce is integral to the holistic development of children and youth, directly impacting their welfare and setting them on a path to a prosperous future.

WHEREAS, the City Mayor has the power to represent the City in its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod under Republic Act No. 7160, known as the Local Government Code of 1991.

NOW THEREFORE, upon motion of Hon. Reynaldo M. Fabian, 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 City Mayor to sign the proposed Memorandum of Agreement between the City Government of Bacoor and TaskUs Outsourcing Philippines Inc. relating to the Jobstart Program.

RESOLVED LASTLY, to furnish TaskUs Outsourcing Philippines, Inc. and 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 August 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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

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 _____ 20__ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Brgy. 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 City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACCOOR**"

and

TASKUS OUTSOURCING PHILIPPINES, INC., Business Process Outsourcing Services and Digital Solutions Provider entity duly organized and existing under the laws of the Republic of the Philippines, with, principal office address at 5F-6F MDC101, Molino-Paliparan Road, Bacoor City, Province of Cavite, represented herein by its DVP for People Operations, **Ms. REGINA AGUILA**, and hereinafter referred to as the "**HOST TRAINING ESTABLISHMENT or HTE**"

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

WITNESSETH:

WHEREAS, on June 29, 2016, Republic Act (RA) 10869 or the JobStart Act was enacted institutionalizing for the national implementation of JobStart. The law provides for the essential administrative and management requirements to implement the program, will be used as a guide to the Department of Labor and Employment (DOLE) and Public Employment Service Offices (PESO) in the implementation of the *JobStart Philippines*;

WHEREAS, the JobStart Philippines aims to shorten the youth's school-to-work transition by enhancing the knowledge and skills acquired in formal education or technical training by jobseekers in order for them to become more responsive to the demands of the labor market. With the participation of the private sector and other stakeholders, the program will also help develop the life skills of the youth, including those relevant to the values of professionalism and work appreciation, and provide trainees with a conducive and safe work environment or venue where they can apply relevant theories and code of ethics. Another objective of the program is to further improve the delivery of employment facilitation services of the PESO's;

WHEREAS, the LGU BACCOOR, through its PESO Bacoor City, shall serve as the main partner of the DOLE in implementing the program at the local level;

WHEREAS, the LGU BACCOOR, through the PESO Bacoor City, instituted a JobStart Program (the "Program"), a full cycle employment facilitation service of the DOLE, designed to enhance the employability of at-risk youth to improve their integration into productive employment;

WHEREAS, the HTE, in its desire to enhance the training and development of more and more professionals, have agreed to provide support to the trainees from LGU BACCOOR in the form of training on the operations and latest developments in the industry;

WHEREAS, the LGU BACCOOR and HTE agree to create this partnership for the successful implementation of the Program for the benefit of the youth in molding and improving their careers in the future;

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

ARTICLE I RESPONSIBILITIES OF LGU BACCOOR

SECTION 1. The LGU BACCOOR, through its Public Employment Service Office (PESO) – Bacoor City shall:

- A. Provide the Trainees with the basic orientation on work values, behavior and discipline to ensure due cooperation with the HTE and shall issue an official endorsement vouching for the credentials of the Trainees that shall be used by the HTE for processing and application of the Trainees;
- B. Closely monitor the Trainees through their respectively designated Internship Coordinators to help ensure that the Trainees conduct themselves in line with the HTE's policies and finish their assigned tasks pursuant to the Internship Plan;
- C. Voluntary withdraw a Trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of the HTE and impose necessary LGU BACCOOR sanctions to the said Trainee;
- D. Recommend Trainees who are eligible to undergo its internship program subject to the final selection/acceptance by HTE, and provide for the corresponding insurance for the Trainees pursuant to existing policies; and
- E. Provide daily stipend of **Three Hundred Pesos (PHP 300.00)** to each Trainee during the Life Skills Training for ten (10) days; Technical Skills Training and On-the-Job Training Phases of the Program.

**ARTICLE II
RESPONSIBILITIES OF THE HTE**

Section 1. The HTE shall:

- A. Undertake the selection process from among the PESO Bacoors' recommended Trainees in accordance with its policies and guidelines in the recruitment and selection of Trainees for this purpose;
- B. Provide free relevant instruction, exposure, and training to the Trainees consistent with its policies, rules, and regulations, and in line with the established Internship Plan. It shall treat the Trainees in a professional manner, and shall ensure that the Trainees, in the course of the Training, shall not be exposed to any form of harassment/unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the Internship Plan;
- C. Assign an internship supervisor, or similar designation, responsible for the implementation of all phases of the Internship Plan, and who shall coordinate with LGU BACOOR, regarding the terms and conditions of this Agreement;
- D. Accomplish the respective evaluation forms required by PESO Bacoors, and issue a Certificate of Completion to the Trainees within ten (10) working days after the completion of the training;
- E. Reimburse any reasonable out-of-pocket expenses that may be incurred by the Trainees for off-company assignments, subject to reimbursement and liquidation policies of the HTE;
- F. Provide daily stipend of **Three Hundred Fifty-Two Pesos and Fifty Centavos (PHP 352.50)** to Trainees during the Internship Phase of the Program; and
- G. Be given an option to provide the necessary equipment, access, and other needed materials/facilities for the proper execution of the assigned tasks should it require the Trainees to conduct any online or work-from-home tasks.

**ARTICLE III
GENERAL CONDITIONS**

Section 1. **TERM AND TERMINATION.** Unless otherwise terminated as provided herein, this Agreement shall be effective and shall remain in force from the Effective Date and shall automatically be terminated upon complete implementation of the Program. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior the termination date.

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

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

- Section 2. LGU BACOOR, through its PESO Bacoor, and HTE will jointly develop a Training Plan for the Trainees that specifies the objectives, knowledge, skills, and competencies that the Trainees should acquire in each learning area, assignment, and/or activity covered by the Training Program.
- Section 3. The Parties shall jointly monitor and evaluate the performance of the Trainees based on the criteria provided for under the Internship Plan and shall conduct a post-training review and evaluation of the Program and the performance of the Trainees.
- Section 4. The HTE is not obliged to employ the Trainees upon completion of the Training. The HTE, however, upon consultation with the LGU BACOOR, through its PESO Bacoor City, may invite qualified trainees to submit themselves to examinations, interviews, and file pertinent documents in support of their application.
- Section 5. This Agreement shall not, in any way, constitute an employer-employee relationship between the LGU BACOOR and HTE with the Trainees, or a partnership or joint venture between the HTE and LGU BACOOR.
- Section 6. The Trainees shall be personally responsible for any and all liabilities, injury to himself or herself, or to property or persons attributable to his/her own fault or negligence while in the course of the training. The Trainees. Shall hold HTE and LGU BACOOR free and harmless from any demand, claim, or complaint whatsoever arising from this Agreement, except in cases of negligence, malicious acts and criminal acts by any of the officers, employees or agents of either HTE or LGU BACOOR.
- Section 7. LGU BACOOR and HTE shall exert best efforts in ensuring that the Trainees will complete the agreed scope of work within the agreed duration of the Internship Plan, and abide by the relevant policies of the HTE.
- Section 8. Should any provision of this Agreement or part thereof be rendered void, illegal or unenforceable by any law to which it is subject of, it shall be rendered void, illegal or unenforceable only to that extent and not further. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are valid, binding, and enforceable.

**SECTION IV
INTERNSHIP PLAN AND ONLINE WORK/TRAINING**

- Section 1. The Trainees are expected to perform office-related tasks such as, but not limited to, research, production of written reports, attendance in meetings, and field activities, as may be applicable.
- Section 2. The Trainees are allowed to also perform Online Training (web-based) or be subjected to work-from-home arrangements as delegated by HTE and pursuant to the attached Internship Plan. The same shall be considered creditable internship hours for the purpose of the Agreement.
- Section 3. The Trainees shall perform tasks or responsibilities within the time period as specified in the Internship Plan established by PESO Bacoor City and HTE.

**SECTION V
INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- Section 1. Intellectual Property shall include any property defined as such by Republic Act No. 8293 or the Intellectual Property Code of the Philippines.
- Section 2. It is expressly understood by LGU BACCOOR that all information in technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw materials purchasing, marketing, finance, and all other related documents, manuals, operational or technical matters that HTE be made available shall be used solely for the purpose of performing their tasks under the program.
- Section 3. In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will, and will ensure that its employees, officers, directors, representatives and other personnel will hold in confidence all information, documentation, data or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other PARTY's prior written approval. Likewise, the Receiving Party undertakes to prevent transfer of all strictly confidential and confidential information about this Agreement or by any of its members, to any Party without the knowledge and written consent of the Disclosing Party.

**SECTION VI
MISCELLANEOUS PROVISIONS**

- Section 1. **SEVERABILITY.** 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.

- Section 2. **AMENDMENTS.** This Agreement and any of the Annex/es may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.
- Section 3. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement and constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral on this subject matter.
- Section 4. **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.
- Section 4. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

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

**CITY GOVERNMENT OF
BACOR**

**TASKUS OUTSOURCING
PHILIPPINES, INC.,**

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

Ms. REGINA AGUILA
DVP for People Operations

SIGNED IN THE PRESENCE OF:

Dr. ABRAHAM DE CASTRO
City Department Head
Public Employment Service Office –
Bacoor City

Ms. LOURDES DE LOS REYES
Vice President of Operations
TaskUs Outsourcing Philippines, Inc.

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ___ day of _____, 20___ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
REGINA AGUILA		

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

This instrument, consisting of seven (7) 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, and sealed with my notarial seal.

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

NOTARY PUBLIC

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

