



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-345
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH CHINSU PHILIPPINES COMPANY, INC. REGARDING THE IMPLEMENTATION OF THE JOBSTART PROGRAM IN THE CITY OF BACOR.

Sponsored by:

Hon. Reynaldo M. Fabian

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Mac Raven Espiritu, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 04 October 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 Chinsu Philippines Company, 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 (DOLE). In the said Agreement, it is provided that the City Government of Bacoor through the Public Employment Services Office (PESO) shall serve as the main partner of the DOLE in implementing the said Jobstart program.

WHEREAS, Chinsu Philippines Company, Inc. intends to enhance the training of more professionals residing in Bacoor City on latest operations and industry developments in partnership with the City Government of Bacoor.

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, under the provisions of Republic Act No. 7160, (the "Local Government Code of 1991") the City of Bacoor is entrusted with the duty to provide social welfare services that encompass programs and projects tailored for child and youth welfare.

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

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor
ABSENT

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:

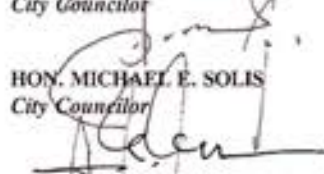
HON. STRIKE B. REVILLA
City Mayor





Office of the Sangguniang Panlungsod


DISTRICT I



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City Councilor


HON. MICHAEL E. SOLIS
City Councilor

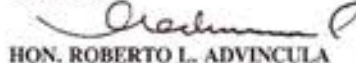

HON. ADRIELITO G. GAWARAN
City Councilor

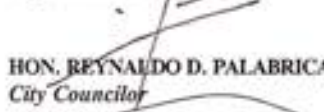

HON. VICTORIO L. GUERRERO, JR.
City Councilor

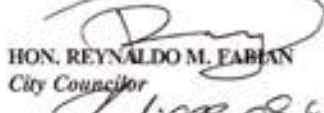

HON. ALEJANDRO F. GUTIERREZ
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HON. LEVYM M. TELA
City Councilor

DISTRICT II

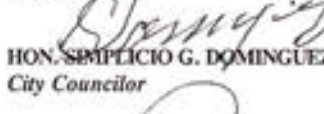

HON. ROBERTO L. ADVINCULA
City Councilor


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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

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. The proposed Memorandum of Agreement is hereby deemed incorporated into and made an integral part of this Resolution.

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, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement between the City Government of Bacoor and Chinsu Philippines Company, Inc., relating to the implementation of the Jobstart Program.

RESOLVED LASTLY, to furnish the Office of the City Mayor, Chinsu Philippines Company, Inc., the Public Employment and Services Office, 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 9th day of October 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.

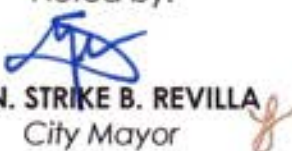
Certified by:


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 BACOOR** is 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, 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 BACOOR**"

and

CHINSU PHILIPPINES COMPANY, INC., a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at KM 19, General Aguinaldo Highway, Real I, Bacoor City, Province of Cavite, represented herein by its Assistant General Manager, **Mr. ALEXANDER T. LEE**, and hereinafter referred to as the "**HOST TRAINING ESTABLISHMENT or HTE**"

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

WITNESSETH:

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

WHEREAS, 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 improve further the delivery of employment facilitation services of the PESO;

WHEREAS, the LGU BACOOR, 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 BACOOR, through the PESO Bacoor City, instituted a **JobStart Program** (the "Program"), a complete 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, has 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 by 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 the HTE shall use 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. Voluntarily withdraw a Trainee who is found to misbehave and/or act in defiance of 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 a 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 Bacoor's 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 professionally treat the

Trainees 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 BACCOOR regarding the terms and conditions of this Agreement;
- D. Accomplish the respective evaluation forms required by PESO Bacoor 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 a 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, remain in force from the Effective Date, and automatically be terminated on 30 June 2025. 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.

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 BACCOOR, 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 of persons attributable to his/her own fault or negligence during 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 their 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, 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 valid, binding, and enforceable provisions.

ARTICLE 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 also allowed to perform Online Training (web-based) or be subjected to work-from-home arrangements as delegated by THE 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.

ARTICLE 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. LGU BACCOOR expressly understands 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 to perform 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 the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

ARTICLE VI MISCELLANEOUS PROVISIONS

- Section 1. Complete Agreement. This Agreement contains the entire and complete agreement among the Parties on the subject matter, and the same shall supersede any representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them.
- Section 2. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 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 3. 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 of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.
- Section 4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.
- Section 5. 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 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 and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to 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.

Section 6. Relationship of Parties. The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. 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.

Section 7. Non-Waiver of Rights. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

Section 9. Dispute Resolution. Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement. Thereafter, the dispute may be subject to arbitration by the Office of the Government Corporate Counsel (OGCC) pursuant to the Administrative Code's provisions and pertinent governmental rules and regulations.

Section 10. Separability. If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Section 11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into. 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.

Section 12. Notice. Except as may be otherwise expressly 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.

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**

**CHINSU PHILIPPINES
COMPANY, INC.**

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

Mr. ALEXANDER T. LEE
Assistant General Manager

SIGNED IN THE PRESENCE OF

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

Ms. RACHELLE WICO
Operation in Charge, HR Manager
Chinsu Philippines Company, Inc.

DRAFT

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		
ALEXANDER T. LEE		

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 eight (8) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

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 _____

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