



*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**

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

**CITY RESOLUTION NO. 2023-347**  
**Series of 2023**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN TaskUs OUTSOURCING PHILIPPINES, INC. AND THE CITY GOVERNMENT OF BACOR PERTAINING TO THE MANDATORY TRAINING ON EMERGENCY RESPONSE OF THE BACOR RISK REDUCTION AND MANAGEMENT OFFICE.**

Sponsored by:

**Hon. Alejandro F. Gutierrez**

Co-sponsored by:

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

**WHEREAS**, on 28 November 2022, the Sangguniang Panlungsod enacted City Ordinance No. 248-2022 (the "**Bacoor Emergency Response Training Seminar**") which requires all students, Parent-Teachers Association members, employees of business enterprises, tricycle drivers and operators, and public officials/employees to undergo training in emergency response in line with the Disaster Preparedness Program of the City of Bacoor.

**WHEREAS**, an endorsement letter from the Office of the City Mayor dated September 18, 2023, was received by the Sangguniang Panlungsod requesting the latter to allow the holding of the mandatory training on emergency response within the office premises of TaskUs Outsourcing Philippines, Inc. instead of its employees attending the seminar in the City Government of Bacoor to be conducted by the Bacoor Disaster Risk Reduction and Management Office.

**WHEREAS**, the City Government agrees to partner with TaskUs Outsourcing Philippines, Inc. in the implementation of City Ordinance No. 248-222 for the convenience and benefit of its employees and personnel.

**WHEREAS**, a draft copy of a Memorandum of Agreement TaskUs Outsourcing and the City Government was



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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

submitted by the Office of the City Mayor to the Sangguniang Panlungsod for its review and consideration. The proposed Memorandum of Agreement is hereby deemed incorporated into and made an integral part of this Resolution.

**NOW THEREFORE**, upon motion of Hon. Alejandro Gutierrez, which was unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the TaskUs Outsourcing Philippines, Inc. pertaining to the mandatory training on emergency response of the employees of the said corporation within its office premises by the Bacoor Disaster Risk Reduction and Management Office.

**RESOLVED FURTHER**, to furnish the Office of the City Mayor, the TaskUs Outsourcing Philippines, Inc., the BDRRMO, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

**UNANIMOUSLY APPROVED**, this 9<sup>th</sup> day of October 2023 during the 64<sup>th</sup> Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor.

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

**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 "**TASKUS**"

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

**WITNESSETH:**

**WHEREAS**, Section 18, Article II of the 1987 Philippine Constitution provides that the State affirms labor as a primary social economic force. It shall protect the rights of workers and promote their welfare;

**WHEREAS**, Article 162 of the Labor Code of the Philippines provides that the Secretary of Labor and Employment shall, by appropriate orders, set and enforce mandatory occupational safety and health standards to eliminate or reduce occupational safety and health hazards in all workplaces and institute new, and update existing, programs to ensure safe and healthful working conditions in all places of employment;

**WHEREAS**, the Department of Labor and Employment issued Department Order No. 198 Series of 2018, otherwise known as the "Implementing Rules and Regulations of Republic Act No. 11058, entitled "An Act Strengthening Compliance with Occupational Safety and Health Standards and Providing Penalties for Violations thereof";

**WHEREAS**, Section 4 of Republic Act No. 10121, otherwise known as the "Philippine Disaster Risk Reduction and Management Act of 2012," provides for the development of policies and plans and the implementation of actions and measures

pertaining to all aspects of disaster risk reduction and management, including good governance, risk assessment and early warning, knowledge building, and awareness raising, reducing underlying factors, and preparedness for effective response and early recovery;

**WHEREAS**, Rule 1, Section 3 (m) of the Implementing Rules and Regulations of RA 10121 provides that one of the aims of the said law is to engage the participation of civil society organizations, the private sector, and volunteers in the government's disaster risk reduction programs towards complementation of resources and effective delivery of services to the citizenry;

**WHEREAS**, Bacoor City Ordinance No. 248-2022, Series of 2022 or the "Bacoor Emergency Response Training Seminar" requires all students, Parent-Teachers Association members, employees of business enterprises, tricycle drivers, and operators, and public officials/employees to undergo training on emergency response in line with the Disaster Preparedness Program of the City of Bacoor;

**WHEREAS**, TASKUS requested LGU BACCOOR to allow the conduct of mandatory training on emergency response in the premises of TASKUS instead of its employees attending the seminar in the City Government of Bacoor;

**WHEREAS**, the LGU BACCOOR agrees to forge this partnership with TASKUS for the convenience and benefit of TASKUS employees and personnel;

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

## **ARTICLE I RESPONSIBILITIES OF THE PARTIES**

**SECTION 1.** The LGU BACCOOR, through the Bacoor Disaster Risk Reduction and Management Office, shall:

- A. Conduct the Mandatory Training for Emergency Response (the "Training") and other Occupational Safety and Health Standard (OSHS) related seminars within the designated venue as determined by TASKUS;
- B. Design the training program to be used in the implementation of the Training for the covered employees of TASKUS;
- C. Provide the services of the trainers and other personnel from BDRRMO who shall be conducting the training seminar;
- D. Guarantee that the cost of the training seminars to be conducted by the BDRRMO shall be shouldered by the LGU BACCOOR, and no fee shall be charged from any of the employees of TASKUS;
- E. Inspect the safety and health protocols implemented in TASKUS to guarantee compliance with the laws.

**ARTICLE II  
RESPONSIBILITIES OF TASKUS**

Section 1. TASKUS shall:

- A. Ensure that all its employees shall attend the Training seminars to be conducted by the BDRRMO;
- B. In support of this Training Seminar, we shall provide the following:
  - a. Venue for the conduct of the Training seminar;
  - b. Accommodation and holding area for the trainers and other personnel of LGU BACCOOR;
  - c. Meals for its participating employees and representatives of LGU BACCOOR;
  - d. Technical requirements for the conduct of the Training seminar;
  - e. Audience mobilization;
  - f. Health and safety protocols such as marshals, ushers, safety officers, and standby medics.
- C. Coordinate with LGU BACCOOR the intended date of the Training seminar to be conducted in their chosen venue provided that a written notice be sent by TASKUS to LGU BACCOOR at least thirty (30) days prior to the intended date of the Training seminar;
- D. Guarantee to LGU BACCOOR that all its Safety Health Officers are trained by DOLE or DOLE-Accredited Training Organization and tasked to implement all Occupational Safety and Health Programs.

**ARTICLE III  
TERM AND TERMINATION**

Section 1. 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.

#### **ARTICLE IV CONFIDENTIALITY AND DATA PRIVACY**

- Section 1. The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose or reveal to any person or any other entity all Confidential Information or records of the other Party, including the training materials or modules, which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like training modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the training manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- Section 2. In compliance with RA 10173 on 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.
- Section 3. Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. TASKUS shall indemnify and hold LGU BACOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

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

**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:

**Mr. MANOLO S. GALVEZ, JR.**  
City Safety Officer  
BDRRMO

**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
<b>STRIKE B. REVILLA</b>		
<b>REGINA AGUILA</b>		

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 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

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Series of \_\_\_\_\_

