



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-403

Series of 2023

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

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. PALM ANGEL S. BUNCIO
SK Federation President

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

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

Voted by:
HON. STRIKE B. REVILLA
City Mayor

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 BACOOR WITH GLOBALTRONICS, INC. REGARDING THE USE, OPERATIONS AND MAINTENANCE OF THE BACOOR ELECTRONIC MOTORISTS' INFORMATION SYSTEM (MIS).

Sponsored by:

Hon. Rogelio M. Nolasco

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 8 December 2023, the Office of the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting the City Council to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with Globaltronics, Inc. regarding the use, operations and maintenance of the Bacoor Electronic Motorists Information System (MIS).

WHEREAS, Globaltronics, Inc. offered and proposed to assist the city government in providing effective and an efficient public information system for the general welfare of the public through the continuous use, operations and maintenance of the existing Motorists Information System (MIS) with the territorial jurisdiction of the City of Bacoor.

WHEREAS, a draft Memorandum of Agreement (MOA) was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed MOA is hereby deemed incorporated into and made an integral part of this Resolution.

NOW, THEREFORE, after careful deliberation, upon motion of Hon. Rogelio M. Nolasco, duly seconded by the councilors present in regular session duly assembled, **BE IT**



Office of the Sangguniang Panlungsod

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City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Voted by:

HON. STRIKE B. REVILLA
City Mayor

RESOLVED AS IT IS HEREBY RESOLVED by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement for and on behalf of the City Government of Bacoor with Globaltronics, Inc. regarding the use, operations and maintenance of Bacoor Electronic Motorists Information System (MIS).

RESOLVED FURTHER, to furnish the Office of the City Mayor, Globaltronics, Inc., 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 11th day of December 2023 at the City of Bacoor during the 72nd regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

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

For the Use, Operations, and Maintenance of
BACoor ELECTRONIC MOTORISTS INFORMATION SYSTEM (MIS)

by and between

**THE CITY GOVERNMENT OF
BACoor**

and

GLOBALTRONICS, INC.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and executed this _____ of _____ at Bacoor City, Cavite, by and between:

CITY GOVERNMENT OF BACOOR, a local government unit duly created and existing under the laws of the Republic of the Philippines with principal office at Bacoor Government Complex, Molino Boulevard, Barangay Bayanan, Bacoor City, Cavite 1402, represented herein by its local chief executive, **HON. STRIKE B. REVILLA**, who is duly authorized to represent the City Government of Bacoor in this Agreement as evidenced by Board Resolution No. _____ dated _____, a copy of which is attached hereto and to form an integral part of this Agreement as Annex "A", hereinafter referred to as the "**FIRST PARTY**".

and

GLOBALTRONICS, INC., a private corporation duly organized and existing under the laws of the Republic of the Philippines with principal office at 494 Lt., Artiaga St., San Juan City, Metro Manila, represented herein by its Chief Operating Officer, **MR. TIMOTHY C. LEE**, who is duly authorized to represent Globaltronics, Inc. in this Agreement as evidenced by Board Resolution No. _____ dated _____, a copy of which is attached hereto and to form an integral part of this Agreement as Annex "B", hereinafter referred to as the "**SECOND PARTY**".

The foregoing entities are hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties executed a Memorandum of Agreement dated 3 October 2012 and identified as Document No. 29, Page No. 7, Book No. 24, Series of 2012 of the Notarial Register of Atty. Elmer T. Rabuya, Notary Public for Bacoor City, Cavite, which expired last 3 October 2023;

WHEREAS, the SECOND PARTY has offered and proposed to further assist the FIRST PARTY in providing effective and efficient public information system for the general welfare of the public at large through the continuous use, operations, and maintenance of existing Motorist Information System (MIS) within the territorial jurisdiction of the FIRST PARTY, free of charge, subject to a new Memorandum of Agreement for the purpose;

WHEREAS, the FIRST PARTY has agreed to allow the SECOND PARTY to provide such assistance subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of these premises and the mutual commitments, obligations, and undertakings assumed and accepted hereunder, the Parties have agreed as follows:

SECTION 1 GENERAL PROVISIONS

1.1. Principles of Considerations

- (i) Capitalized terms used in this Agreement but not otherwise defined in Section 1.2 hereof shall have the meaning set forth or otherwise intended in the particular provisions they are mentioned.
- (ii) The headings in this Agreement are inserted for convenience or reference only and shall not limit or affect the construction of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa, and references to any gender shall include the other gender.
- (iii) Any reference in this Agreement to any statute, law, decree or regulation shall be construed as a reference to such statute, law, decree or regulation as re-enacted, redesigned, amended or extended from time to time. Unless otherwise provided herein or unless the context requires otherwise, any reference in this Agreement to any document or agreement shall be deemed to include a reference to such document or agreement as amended, varied, supplemented or replaced from time to time.
- (iv) Any reference to any Person or Persons shall be construed as a reference to any permitted successors or assigns of such Person or Persons.

- (v) The Parties hereby declare, affirm and confirm that no official or employee of the FIRST PARTY has done any act or has received any gift, money, inducement, or any form of consideration in the execution of this Agreement that may be construed as a violation of Republic Act No. 3019, otherwise known as the Anti-Graft and Corrupt Practices Act, or any other laws, rules and regulations of the Philippines relative thereto.

1.2. Definitions

When used in this Agreement, the following terms shall have the following meaning:

- (i) **“Agreement”** shall mean this Memorandum of Agreement, as the same may be added or supplemented by the Parties in writing.
- (ii) **“Business Day”** means a day on which banks are required to operate or not authorized to close in Bacoor City, Cavite, provided that all other days not otherwise specified in this Agreement shall mean calendar days which shall be construed as successive periods of twenty-four (24) hours each, whether such periods are business days or not.
- (iii) **“MIS”** means the Motorists Information System.
- (iv) **“Force Majeure”** means acts of God, fire, flood, storm, earthquake or seismic disturbances, acts of war (whether declared or not), acts of any court or government agency, change in laws, acts of public enemies, sabotage, rebellion, revolution, civil commotion, strikes, lockouts, boycotts, or other industrial or labor disputes, or any other cause or causes similar to the foregoing, beyond the reasonable control of the Parties.
- (v) **“Location”** means any existing, designated location in Bacoor, Cavite as site/s for the MIS Display.
- (vi) **“Person”** means an individual, partnership, corporation, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.
- (vii) **“Pesos”** and the symbol **“PhP”** shall mean the lawful currency of the Republic of the Philippines.

- (viii) **“Project”** shall have the meaning ascribed to such term under Section 3 hereof.
- (ix) **“Term”** shall have the meaning ascribed to such term under Section 2.1 hereof.
- (x) **“Termination Date”** means the date falling on the last day of the Term beginning from the Effective Date of this Agreement.

1.3. Contractual Intent

The Parties herein acknowledge and agree that this Agreement and compliance by them with their obligations and undertaking herein shall be on a joint-venture basis, without cost to the FIRST PARTY. The material and essential provision of this Agreement is the prompt delivery of advisories to the public to promote the general welfare and to mitigate the risks and losses to lives and properties during disasters and emergencies.

SECTION 2 TERM OF AGREEMENT

2.1. This Agreement shall take effect for five (5) years, from the signing hereof (“Effective Date”) and shall continue in full force and effect until the Termination Date or until terminated by the Parties as provided herein, subject to renewal as mutually agreed upon by the Parties.

2.2. Either Party may terminate this Agreement at any time before the expiration of the Term by mutual consent subject to full reimbursement to the other Party of the costs and expenses that the latter may have actually incurred as of the date of intended termination.

2.3. Within ninety (90) days prior to expiration of the Term of this Agreement, the Parties may negotiate and agree for the continuity of the operation of the MIS, subject to such terms and conditions as the Parties shall agree in writing.

SECTION 3 THE MIS PROJECT

3.1. The FIRST PARTY hereby recognize and designate the existing sites for the continual use, operation, and maintenance of the MIS and makes the premises available to the SECOND PARTY for its exclusive use to implement the Project without charge or

payment of rental. The actual metes and bounds of the Location as specified in the Site Technical Description attached as Annex C in the previous Memorandum dated 3 October 2012 is hereby incorporated herein by way of reference.

3.2. Upon full commissioning and operation of the MIS, the FIRST PARTY shall have the right to avail and make use of the MIS subject to the display allocation share/time as specified in Section 5.2 hereof.

3.3. The SECOND PARTY shall operate and maintain the MIS from Effective Date up to Termination Date for the allowable media content as specified in Section 5.4 hereof.

3.4. The SECOND PARTY shall retain ownership of the MIS including all its implements and facilities throughout the Term of this Agreement and, accordingly, subject to the terms as specified herein.

3.5. On Termination Date, the Location shall be relinquished and returned by the SECOND PARTY to the FIRST PARTY without need of demand free of all structures subject to thirty (30)-day clearing allowance as provided herein.

SECTION 4

INSTALLATION, TESTING AND APPROVAL OF THE MIS

4.1. Should there be a need to re-install and, accordingly, test and approve the re-installed MIS, the provisions in Sections 5 and 6 in the previous Memorandum dated 3 October 2012 are hereby incorporated herein by way of reference.

4.2. If the immediately section applies, the total cost for the installation, testing and approval of the MIS and all other expenses shall be disclosed and declared by the SECOND PARTY to the FIRST PARTY and, accordingly, shall be attached hereto as annex, forming an integral part of this Agreement.

SECTION 5

OPERATION OF MIS DISPLAY

5.1. Operation of MIS Display

The SECOND PARTY shall operate and maintain the MIS from 6:00 AM to 10:00 PM daily, except in cases of force majeure, fortuitous events and inclement weather that do

not permit the safe operation thereof. The operating hours may also be extended when expressly requested or permitted by the FIRST PARTY during special occasions or events of significant importance.

5.2. Display Share Allocation

From the Effective Date up to Termination Date, the display share/time slot shall be ten percent (10%) in favor of the FIRST PARTY, which the latter shall use to display or post all of its programs or promotions, public service advisories, general information or announcements, and other matters pertaining to the FIRST PARTY or that favorable to its citizens and stakeholders.

5.3. Extent of Display Share Allocation to Sites Outside of Bacoor City

The SECOND PARTY hereby undertake to allocate in all of its LED AD Placements within Metropolitan Manila a display share/time slot equivalent to at least 10% of the operating hours thereof in favor of the FIRST PARTY, which shall showcase all the programs of the latter, news, information and data or such other purposes the FIRST PARTY may deem appropriate under the circumstances, except on the LED sites in Metropolitan Manila which the SECOND PARTY has existing joint venture agreement(s).

5.4. Content

- (i) The FIRST PARTY shall provide the SECOND PARTY the information and data to be uploaded and displayed to the MIS at least three (3) business days prior to the upload schedule, except where the nature of announcement or information relates to an emergency or real time situation requiring immediate announcement or display.
- (ii) Any content, including the file nomenclature used therein, submitted by the FIRST PARTY to the SECOND PARTY shall not be edited in any way whatsoever. The SECOND PARTY shall not be responsible for any flaw, imperfection, or unsatisfactory outcome of the content visible in the actual display.
- (iii) The FIRST PARTY shall be solely responsible for the contents of the public messages and advisories displayed on the MIS and the SECOND PARTY does

not make any representation as to the accuracy and veracity of the information or data provided by the FIRST PARTY.

- (iv) The SECOND PARTY shall convert the content submitted by the FIRST PARTY into an electronic format compatible with and utilized for the MIS Display.
- (v) The SECOND PARTY has no obligation to perform any of the following:
 - a. video shoots and editing; and
 - b. any graphic artwork services required to create an entirely new product image.

5.4. The SECOND PARTY shall be responsible, and shall indemnify and hold the FIRST PARTY free and harmless, for and against any and all liabilities arising from the fault or negligence of the SECOND PARTY in the operation and maintenance of MIS Display System. The SECOND PARTY shall have the exclusive right to secure any insurance on the MIS Display, at no cost to the FIRST PARTY, to cover all risks of loss such as, but not limited to, damage to property and/or death or injury to person(s) brought about or caused by the installation and/or operation of the MIS, and the proceeds of any such insurance taken by the SECOND PARTY on its insurable interest in relation to the MIS Display shall accrue solely to its benefit.

5.5. The Parties recognize that the SECOND PARTY may secure financing from third party/ies for the Project. It is understood and agreed by the Parties that any and all financing schemes availed of by the SECOND PARTY shall be to the exclusion, non-participation, and/or intervention of the FIRST PARTY, and the repayment of any amount thereunder shall remain the sole and exclusive responsibility and obligation of the SECOND PARTY.

5.6. The SECOND PARTY hereby obligates itself with the full assistance of the FIRST PARTY to secure all the relevant permits and licenses for the use, operation, and maintenance of the MIS, and to pay all taxes, fees, and charges due thereon.

5.7. MIS Display Shutdown

- (i) In the event of technical disruption, or public disturbances, such as force majeure, fortuitous events, riots and extreme weather conditions, the SECOND

PARTY may shut down the MIS Display temporarily, subject to approval of such decision by the FIRST PARTY.

- (ii) The FIRST PARTY shall inform the SECOND PARTY of any activity, demolition, excavation or renovation at the Location of the MIS which shall have any adverse effect on the operation of the MIS Display. In the event that any such activity, demolition, excavation or renovation is absolutely necessary, the SECOND PARTY shall be notified at least three (3) months prior to commencement of work in order to give the SECOND PARTY the necessary preparation and lead time to protect, preserve or dismantle the MIS Display, provided that in the event that a building is demolished or renovated or a road is constructed/expanded or a new building is constructed on the designated Location during the Term of this Agreement, the MIS Display shall be re-installed or a new MIS Display may be installed under such terms and conditions as may be agreed upon by the Parties.

SECTION 6 REMOVAL OF MIS

6.1. At the end of Term of this Agreement, the Parties agree that the SECOND PARTY shall be allowed not less than thirty (30) business days within which to remove the MIS and return to the FIRST PARTY the site premises free from any structures and installations.

6.2. The SECOND PARTY shall be responsible for all cost and expenses incurred in connection with the removal of the MIS and shall at its own cost obtain all governmental and other approvals, and take such other actions as may be necessary for the site cleanup.

SECTION 7 INSURANCE AND PERFORMANCE GUARANTY

7.1. The SECOND PARTY shall be responsible to ensure that there is effected minimum insurance coverage for the project including Contractors' all risk, motor vehicle, workmen's compensation and third party liability and shall provide the FIRST PARTY with copies of all policies of insurance effected by it. The proceeds of claims against such insurances, except third party liability and workmen's compensation insurance, with

respect to damage or other casualty to the MIS shall be applied by the SECOND PARTY to the extent necessary to repair or restore the MIS to its previous condition.

SECTION 8 LIABILITY

8.1. The SECOND PARTY shall hold the FIRST PARTY, its officers and employees free and harmless from any claims or suits of any third party other than claims for economic loss, arising from the SECOND PARTY's use, operations, and maintenance of the MIS.

8.2. The FIRST PARTY guarantees its title over the Location and holds the SECOND PARTY free and harmless from any claim or adverse interest on the premises or any part thereof. The FIRST PARTY also undertakes not to enter into any agreement with any other entity or person whatsoever in relation to the property during the Term of this Agreement without the written consent of the SECOND PARTY.

8.3. Notwithstanding that the Parties have agreed to work together in achieving the Project, this joint venture arrangement shall be restricted only in to carrying out the Agreement and nothing in herein shall be construed as constituting either party, a partner or agent or representative of the other Party.

8.4. Except where otherwise stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective and nothing contained in this Agreement shall be construed as to create an association or trust amongst the Parties hereto and each Party shall be liable individually and severally for its own obligations under this Agreement.

SECTION 9 FORCE MAJEURE

9.1. No failure or omission in carrying out or observing any of the terms, provisions, or conditions of this Agreement shall give rise to any claim by any Party against the other or be deemed to be a breach of this Agreement if the same shall be caused by or arising out of force majeure.

9.2. The Parties hereto will consult with each other and take all reasonable steps to minimize the losses of either Party resulting from force majeure.

9.3. If any event of force majeure occurs causing damage to the Project and such event or such damage would not ordinarily be insured against by the SECOND PARTY, the SECOND PARTY shall not be obliged to reinstate the MIS until the Parties have agreed upon the terms for such reinstatement.

SECTION 10 WARRANTIES AND REPRESENTATIONS

10.1. Each of the Party hereby represents and warrants to the other Party that it has full power and authority to make, execute and deliver this Agreement and has taken or will take all corporate actions or legal steps necessary or required in connection therewith, that this Agreement constitutes as its legally binding obligations, that the performance of this Agreement is not or shall not be inconsistent with its charter documents or any of its contracts, nor shall it be violative of any laws, ordinances, rules and regulations, and that there is no litigation, arbitration, investigation or proceeding pending, or to its best knowledge, threatened against or affecting such Party that could reasonably be expected to materially, adversely affect its ability to fulfill its obligation under this Agreement or that may affect the legality, validity, or enforceability of this Agreement.

10.2. The SECOND PARTY hereby warrants that it, or its representatives, has not offered any government officer or employee of the FIRST PARTY any consideration or commission on this Agreement. Nor has it or its any of its representatives exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration or commission, that the SECOND PARTY shall not subcontract any portion or portions of the scope of work of this Agreement awarded to any official or employee of the FIRST PARTY or to their relatives within the fourth degree of consanguinity or affinity, and that any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this Agreement without prejudice to the filing of appropriate action under the relevant laws, rules, and regulations against any and all persons complicit to such violation.

10.3. If at any time on or after the Effective Date, there be reasonable ground to believe that a violation of the immediately preceding paragraph has been committed in the execution or performance of this Agreement, the FIRST PARTY shall have the unilateral right to conduct a formal investigation and determine the extent of corruption perpetrated. The FIRST PARTY shall promptly notify the SECOND PARTY of its findings.

10.4. In the event of a challenge or dispute between the Parties as to the factual and legal bases of the alleged violation thereof, the provisions of Section 12.6 shall apply.

SECTION 11 TERMINATION

11.1. This Agreement shall terminate at the end of the Term from Effective Date.

11.2. Either Party may pre-terminate this Agreement upon default by the other Party or upon breach of any material provision of this Agreement. Such pre-termination of the Agreement shall not affect any accrued rights of the non-defaulting party or the liabilities of the defaulting party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination by a non-defaulting party.

11.3. The defaulting party shall indemnify and be liable to the non-defaulting party for all costs, damages, liabilities and expenses which the non-defaulting party shall incur as a result of the breach or default of this Agreement.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1. The FIRST PARTY undertakes to comply with all laws, ordinances, regulations and decrees, and to secure, at its own expense, all the necessary permits, licenses, approvals, and/or authorizations required under this Agreement, in order to legally effectuate its obligations and warranties under this Agreement.

12.2. Each of the Party shall not assign, transfer, or subcontract this Agreement, nor assign any of its rights, obligations or duties thereunder to any other party without the prior written consent of the other Party.

12.3. The Parties, their officers, employees, agents, representatives, and consultants, shall keep all information, materials, and all other documents, data or information relative to or as a consequence of this Agreement confidential and shall not disclose the same to any person or use the same except with the prior written consent of the other Party.

In the event that a Party is required by law, rules or regulations, or order of a competent authority to make a disclosure of data or information, materials or documents relative to

or as a consequence of this Agreement, such Party shall immediately inform the other Party of such requirement prior to disclosure.

This provision shall remain in full force and effect even after the termination or expiration of this Agreement.

12.4. Any notice required to be given by any of the Parties under this Agreement shall be in writing and may be sent by personal delivery or by registered mail or courier, as follows:

FIRST PARTY BACOR CITY GOVERNMENT
Bacoor Government Complex, Molino Boulevard, Barangay
Bayanan, Bacoor City, Cavite 1402
Attention: Hon. Strike B. Revilla

SECOND PARTY GLOBALTRONICS, INC.
494 Lt., Artiaga St., San Juan City, Metro Manila
Attention: Mr. Timothy C. Lee

The notice shall be deemed to have been given on the date of receipt, if delivered personally.

In the event that there are changes in the addresses mentioned in this paragraph, it shall be the duty and responsibility of the concerned Party to give notice to the other Party of such change otherwise the party to be notified is not liable for any damages or injury by reason of lack of notice thereof.

12.5. The provisions of this Agreement shall be governed, interpreted, and construed in all aspects by and under the laws of the Republic of the Philippines.

12.6. The Parties hereto agree that in the event that there is any dispute or difference between them relative to or as a consequence of this Agreement, or in the interpretation of any of the provisions hereof, they shall endeavor to meet together in an effort to resolve such dispute.

If a dispute cannot be settled within thirty (30) days or such period as may be agreed in writing by the Parties from the last dispute resolution, the said dispute shall be referred to arbitration in accordance with the relevant laws, rules and regulations, such as Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

The Parties agree that the arbitrators need not be bound by strict application of the laws, rules and regulations where the application thereof to particular matters are inconsistent with the spirit of this Agreement and the underlying intent of the Parties.

By execution and delivery of this Agreement, each Party hereby accepts and consents to the jurisdiction of the aforesaid arbitrators and, solely for the purpose of the enforcement of an arbitral award to any court of competent jurisdiction.

Pending settlement of any dispute, the Parties shall continue to comply with and perform the obligations set forth in this Agreement without prejudice to a final adjustment in accordance with the final award rendered by the arbitrators.

This Paragraph sets forth the procedures for resolving any dispute between the Parties, and neither Party may commence or maintain any suit or legal or equitable proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedures provided herein.

12.7. The SECOND PARTY shall be responsible for the payment of all taxes, import duties, fees, charges and other levies imposed by the National Government of the Republic of the Philippines or any instrumentality thereof to which the SECOND PARTY may at any time be or become subject to in relation to or as a consequence of the performance of its obligations under this Agreement.

12.8. This Agreement, together with its annexes, etc., constitutes the entire agreement between the Parties. All previous documents, undertakings and agreements, whether oral, written or otherwise, by and between the Parties concerning the subject matter of this Agreement are hereby cancelled and shall not affect or modify any of the terms or obligation set forth in this Agreement, except those incorporated herein by way of reference.

12.9. If any of the provisions of this Agreement shall be declared null and void or illegal, the validity of other provisions of the Agreement shall not be affected thereby.

12.10. The Parties agree to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent of this Agreement.

12.11. This Agreement may be amended only in writing duly signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ at _____, Philippines.

CITY GOVERNMENT OF BACOR

By:

HON. STRIKE B. REVILLA

Mayor

GLOBALTRONICS, INC.

By:

MR. TIMOTHY C. LEE

Chief Operating Officer

SIGNED IN THE PRESENCE OF:

(Signature over Printed Name)

Witness

(Signature over Printed Name)

Witness

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, this _____ in
_____, personally appeared the following persons, who are identified
by me through competent evidence of identity:

Name	Competent Evidence of Identity	Date and Place of Issue
FIRST PARTY By: HON. STRIKE B. REVILLA	Passport No. EB0197226	DFA Manila 05/07/2010
SECOND PARTY By: MR. TIMOTHY C. LEE	Passport No. EB0978938	DFA Manila 09/18/2010

known to me and to me made known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their own free voluntary act and deed.

This Agreement consisting of sixteen (16) 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 parties and their witnesses, and sealed with my notarial seal.

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

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