



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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

OFFICIAL BUSINESS

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

ON-LEAVE
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-494
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) AND DATA PRIVACY AGREEMENT (DPA) BETWEEN THE CITY GOVERNMENT OF BACOR AND THE GOKONGWEI BROTHERS FOUNDATION, INC. FOR THE IMPLEMENTATION OF THE "ISKOLAR NI JUAN PROGRAM".

Sponsored by:

Hon. Palm Angel S. Buncio

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 14 May 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Understanding (MOU) and Data Privacy Agreement (DPA) on behalf of the city government with the Gokongwei Brothers Foundation, Inc. (GBF).

WHEREAS, the GBF is a foundation of the Gokongwei Family, founder and leaders of Gokongwei Group, one of the largest conglomerates in the Philippines. GBF helps to uplift the socio-economic condition of Filipinos by funding educational programs like the "Iskolar Ni Juan (INJ)" scholarship program. One of its goals is to provide underprivileged youth with access to technical-vocational education, training and employment opportunities so that they can help themselves, their families and the country.

WHEREAS, the said proposed MOU and DPA is a collaboration of the aforementioned foundation and the city government in order to improve the relevance and quality of learning that integrates Science, Technology, Engineering and Mathematics (STEM) to technical-vocational training programs for unemployed and out of school-youth.

WHEREAS, the Sangguniang Panlungsod deliberated on the said request and found it beneficial to the city government and its constituents.



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SK Federation President

Attested by:

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

Certified by:

ON-LEAVE
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the draft copies of the MOU and DPA were sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed MOU and DPA are incorporated hereto and will be made an integral part of this Resolution.

NOW THEREFORE, after careful deliberation and upon the motion of Hon. Palm Angel S. Buncio, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed MOU and DPA between the City Government of Bacoor and the Gokongwei Brothers Foundation, Inc. for the implementation of the "Iskolar Ni Juan Program".

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Gokongwei Brothers Foundation, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 20th day of May 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 20th day of May 2024.

Certified by:

HON. REYNALDO D. PALABRICA
City Councilor/ Acting Presiding Officer

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between:

CITY GOVERNMENT OF BACOR, with office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, herein represented by its City Mayor, **HON. STRIKE B. REVILLA**, by virtue of Sangguniang Panlungsod City Resolution No. _____, dated _____, hereinafter referred to as "**LGU-BACOR**";

- and -

GOKONGWEI BROTHERS FOUNDATION, INC., a non-profit organization duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 7th Floor Robinsons Cybergate Tower 3, Pioneer Street, Mandaluyong City, represented herein by its Executive Director, **GRACE R. COLET**, hereinafter referred to as "**GBF**".

With Bacoor City LGU and GBF hereinafter individually referred to as a "Party", and together, as the "Parties".

RECITALS:

1. The LGU-BACOR is a local government unit, being a component city under the Province of Cavite, created by virtue of Republic Act No. 10160, otherwise known as the City Charter of Bacoor.
2. GBF is the family foundation of the Gokongwei family, founders and leaders of the Gokongwei Group, one of the largest conglomerates in the Philippines. GBF seeks to help uplift the socio-economic condition of Filipinos by funding educational programs, most of which are scholarship programs. One of its goals is to provide underprivileged youth with access to technical-vocational education, training, and employment opportunities so that they can help themselves, their families, and the country.
3. LGU-BACOR aims to collaborate with GBF and participate in GBF's Iskolar ni Juan program (the "**INJ Program**") to provide disadvantaged youth the opportunity to access quality education and eventual employment. The partnership will focus on providing an opportunity for Bacoor City's out-of-school youth, and/or eligible young adults to participate in a one-year technical vocational training, and possible employment with Universal Robina Corporation ("**URC**"), subject to URC's separate written agreement and execution of corresponding employment contract, as may be applicable and required by applicable laws, rules and regulations.
4. GBF implements the INJ Program, a fully subsidized one-year technical-vocational education and training scholarship program, such as, but not limited to, training programs on mechatronics and instrumentation and control servicing trades for out-of-school youth.

5. The Parties acknowledge the synergies among LGU-BACCOOR and INJ Programs and agree to collaborate in order to improve the relevance and quality of STEM-related technical-vocational training programs for unemployed and out-of-school Filipino youth.
6. This MOU is made by the Parties to establish clear and concise procedures for collaboration efforts. It is made on the date set out below subject to the terms specified in the attached Schedules, which the Parties undertake to observe in the performance of this MOU.

IN WITNESS whereof the Parties, through their duly authorized representatives, have entered into this MOU on _____, 2024 (“Effective Date”).

CITY GOVERNMENT OF BACCOOR

**GOKONGWEI BROTHERS
FOUNDATION, INC.**

By:

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____

GRACE R. COLET
Executive Director

SIGNED IN THE PRESENCE OF:

IAN S. PAJANTOY
Data Protection Officer
Gokongwei Brothers Foundation, Inc.

DR. ABRAHAM D. DE CASTRO
Head
City Public Employment Service Office

ACKNOWLEDGMENT

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

BEFORE ME, a duly authorized notary public for and in the above-named jurisdiction, personally appeared the following, who are personally known to me and/or identified through competent evidence of identity, to wit:

Name	Government-issued ID No.	Date / Place Issued	Issued on / Valid Until
HON. STRIKE B. REVILLA			
GRACE R. COLET			

Known to me and to me known to be the same persons who executed the foregoing instrument, and who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and that of the entities represented, and that they are duly authorized to sign in a representative capacity.

I FURTHER CERTIFY that this instrument refers to a Memorandum of Understanding and has been signed by the herein Parties and their witnesses.

WITNESS MY HAND AND SEAL on this _____ in _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____
Series of 2024

Schedule 1
SPECIAL TERMS

1. Interpretation

- 1.1. Terms defined in this Schedule 1 shall have the same meaning when used throughout this MOU.
- 1.2. In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in this MOU.
- 1.3. Any reference to a Party is also a reference to that Party's officers, directors, employees, agents, and representatives.
- 1.4. Headings are for convenience of reference and will not affect the interpretation of this MOU.

2. The Project

- 2.1. For the purposes of this MOU, the "**Project**" refers to the collaboration between LGU-BACCOOR and GBF to hone and leverage the synergies among the LGU-BACCOOR and GBF's INJ Programs, with the shared goal to improve the relevance and quality of STEM-related technical-vocational training programs for unemployed and out-of-school Filipino youth, the Project's beneficiaries.
- 2.2. Information on LGU-BACCOOR, GBF, and the Project is particularly described in Schedule 2.

3. Commencement Date and Agreement Period

- 3.1. This MOU shall commence on the date of execution/Effective Date and shall continue in full force and effect until 31 December 2026 (the "**Term**"), unless sooner terminated in accordance with this MOU.
- 3.2. Either Party may terminate this MOU by giving the other Party at least thirty (30) days prior written notice.

4. Variation

- 4.1. No variation of this MOU shall be valid unless it is agreed upon in writing and signed by the Parties.
- 4.2. The Parties may consider whether to expand the scope of the MOU. Any alterations to the scope of the MOU, the Project, or the roles and responsibilities of each Party as set out in the succeeding Schedules shall only be effective once mutually agreed upon in a written document signed by the Parties.

5. Key Roles and Responsibilities

The Parties shall undertake the key roles and responsibilities set out in Schedule 3 below to deliver the Project.

6. Project Governance

- 6.1. Each Party shall appoint representatives (the “**Coordinators**”) as indicated in Table B who, together with the named representatives of the other Party, shall:
- 6.1.1. Take overall responsibility for the implementation of the Project;
 - 6.1.2. Ensure the objectives of the Project are met through regular performance review calls or meetings; and
 - 6.1.3. Agree on all communications strategies and content related to the Project, including any communications to external media, government, and/or local community stakeholders.
- 6.2. The Coordinators shall meet once every two (2) months, or call for special meetings, as necessary. Minutes of each meeting, and actions taken during meetings, will be recorded. Any additional reporting requirements may be requested by either Party, and implemented upon mutual agreement by the Parties.

Table B – Coordinators of Each Party

Party	Coordinator/s
LGU-Bacoor	<ul style="list-style-type: none"> • Dr. Abraham D. De Castro, Head, City Public Employment Service Office (bacoorpeso@ymail.com)
GBF	<ul style="list-style-type: none"> • Graciela E. Mendoza, Head, Scholarships and Community (graciela.mendoza@gbf.com.ph) • Caryn Joy A. Muega, Program Officer (carynjoy.muega@gbf.com.ph) • Jhea S. Villena, Program Specialist (jhea.villena@gbf.com.ph)

7. Relationship

- 7.1. The Parties enter into this MOU while maintaining their own separate and unique missions and mandates, and their own accountabilities.
- 7.2. Unless specifically provided otherwise, nothing in this MOU is intended, or shall operate to:
- 7.2.1. Create a partnership, agency, employer-employee relationship, or an exclusive working relationship between the Parties; and/or
 - 7.2.2. Supersede or interfere in any way with any other MOU or contracts entered into by and among the Parties, either prior to or subsequent to the signing of this MOU.

Schedule 2 THE PROJECT

1. The Project

- 1.1. The Project will implement a one (1)-year flexible and integrated employability enhancement training intervention for the target beneficiaries, as identified in the succeeding provisions, by way of merging physical and digital learning spaces to personalize the learning of the target beneficiaries, subject to applicable laws and/or regulations.

1.2. Specific Training Components of the Project are as follows:

1.2.1. *INJ Technical-Vocational Training*: Beneficiaries will be housed at the GBF Technical Training Center located in Calamba City, Laguna as they begin academic training under the INJ Program for TESDA-registered training programs on mechatronics or instrumentation and control servicing, as described below. Other types of training programs may be implemented, subject to the prior written agreement of both Parties. All programs conducted by GBF shall be subject to its policies, procedures, and applicable laws and regulations.

1.2.1.1. *Mechatronics Servicing Course NCII*: In this course, beneficiaries will learn the different parts, uses, and ways of installing and operating mechanical, electrical, electronics, computers, and the internet.

1.2.1.2. *Instrumentation and Control Servicing Course NCII*: In this course, beneficiaries will learn to read, calculate, and monitor the parameters of various automated industrial equipment, such as temperature, pressure level, flow, and other variables.

1.2.2. *INJ On-the-Job Training*. A continuation of the In-school Technical-Vocational Training, beneficiaries will undergo on-the-job training and be deployed at URC.

2. Project beneficiaries

2.1. The Project's target beneficiary or beneficiaries shall have the following qualifications:

2.1.1. Filipino Citizen

2.1.2. Single

2.1.3. Between 18-28 years old

2.1.4. At least a senior high school graduate

2.1.5. From a family with an annual income of not more than Two Hundred Thousand Pesos (PHP 200,000.00)

2.1.6. Willing to undergo an academic term and stay at GBF Training Center located in Calamba City, Laguna

2.1.7. Willing to undergo on-the-job training and be deployed at URC

2.1.8. Willing to work for URC for one (1) year after completing the program

2.2. During the course of the training, beneficiaries shall be considered as Project beneficiaries and not employees of either of the Parties, and/or of URC unless an employment contract has been executed with URC covering employment.

2.3. Beneficiaries who violate the terms under this MOU and other laws shall be dealt with according to the guidelines and procedure governing the termination of their training under the Project as set forth below.

3. Termination of Training of Beneficiaries

- 3.1. Both Parties shall formulate the guidelines, procedure, and responsibilities of each Party for the termination of beneficiaries within fifteen (15) days from the Effective Date.

Schedule 3
ROLES AND RESPONSIBILITIES

1. LGU-BACCOOR CITY shall:

- 1.1. Promote the INJ Program in all of LGU-BACCOOR social media platforms and communities to encourage out-of-school youth, and/or eligible young adults to apply including their siblings, family members, and neighbors.
- 1.2. Help connect GBF to potential participants through a virtual or in-person program orientation of the INJ Program. This will enable GBF to inform participants directly and the latter to ask questions to GBF representatives.
- 1.3. Coordinate with the selected scholars once their scholarship application is granted by the GBF to ensure smooth onboarding until their program begins at the GBF Technical Training Center.

2. GBF shall:

- 2.1. Conceptualize, launch, and implement a recruitment drive to encourage a flow of top-notch candidates to apply as Project beneficiaries.
- 2.2. Facilitate the selection of a specific number of beneficiaries based on identified qualifications, as identified in Schedule 2 of the MOU.
- 2.3. Ensure proper orientation of beneficiaries on the INJ Technical-Vocational Training and INJ On-the-Job Training, and the organization's institutional policies and procedures, training program, and schedule to be followed.
- 2.4. Shoulder the beneficiaries' medical/health checks, uniform and protective garments, and/or logistical transportation support as they start with the INJ Technical-Vocational Training, as necessary.
- 2.5. Provide the beneficiaries with the necessary daily living allowance while they are housed at the venue of the INJ Technical-Vocational Training.
- 2.6. Conduct the INJ Technical-Vocational Training and On-the-Job Training for the beneficiaries.
- 2.7. In collaboration with the other Party, monitor, evaluate, and report the attendance, performance, and behavior of the beneficiaries, including any beneficiaries' breach of contract or misconduct and the beneficiaries' possibility for absorption into the LGU Bacoor after the training.
- 2.8. GBF, through its focal person, shall be consulted by LGU-BACCOOR focal person for the quarterly updates on the progress of the Bacoor youth including but not limited to the number of Bacoor youth who applied, percentage of applicants who passed the application process, percentage

of youth dropout rates, percentage of those who graduated, and number of graduates who gained employment through the program.

Schedule 4
PROJECT CONTRIBUTIONS

1. Project Costs

- 1.1. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU.
- 1.2. The Parties specifically acknowledged that this MOU is not an obligation to fund the program of the other Party, nor does it create any rights in favor of any third party.

2. Reporting of Contributions

- 2.1. The Parties shall submit, upon request of the other Party and at the end of the Project, an inventory of the contributions for the Project.

Schedule 5
CONFIDENTIAL AND PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

1. Confidential Information

- 1.1. The Parties acknowledge that it and its employees, agents, or representatives may, in the course of the performance of this MOU, be exposed to or acquire information that is proprietary to or confidential to the other Party, including procedures, policies, and/or schemes.
- 1.2. Any and all information obtained by a Party in the performance of this MOU, which relates to the other Party is confidential and proprietary information for the purposes of this MOU.
- 1.3. The Parties agree, at all times during and after the Term, to keep in strictest confidence and trust all confidential information and to take all reasonable precautions to prevent its disclosure or misuse.
- 1.4. Each Party and any of its officers, directors, employees, agents, and representatives shall hold all confidential information disclosed to it by reason of this MOU confidential and shall not disclose any such information to any other party.
- 1.5. Each Party agrees not to use confidential information for any purposes whatsoever other than in the implementation and conduct of this MOU.
- 1.6. The Parties agree that in the event of a breach of this provision, damages may not be an adequate remedy, and the innocent Party shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond.

2. Personal Information

- 2.1. Each Party shall:

- 2.1.1. Comply with all applicable laws with respect to all personal information (as defined in Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations);
 - 2.1.2. Not, by any act or omission, put the other Party or any of its affiliates in breach of any such laws; and
 - 2.1.3. Execute, or arrange to be done and executed, each act, document, and thing necessary or desirable to keep the other Party and any of its affiliates in compliance with any such laws in connection with this MOU.
- 2.2. To the extent that a Party processes (including, without limitation, collects, compiles, reproduces, stores, and distributes) any personal information pursuant to this MOU, each Party represents and warrants that it shall:
- 2.2.1. Process such personal information solely for the purposes of enabling it to perform its obligations under this MOU;
 - 2.2.2. Comply with all of the other Party's instructions from time to time in relation to the processing of any such personal information provided such instructions are consistent with all relevant laws;
 - 2.2.3. Treat all Personal Information as confidential information;
 - 2.2.4. Implement appropriate physical, technical, administrative, and organizational measures against unauthorized or unlawful processing, access, disclosure, alteration, or theft of any such personal information and against accidental loss or destruction of, or damage to such Personal Information;
 - 2.2.5. Promptly notify the other Party if any security incident occurs in respect of any such Personal Information, and assist it in any investigation into the incident; and
 - 2.2.6. Promptly notify the other Party if the person to whom any personal information belongs makes a written request to have access to, correct or delete its own Personal Information or any other complaint, allegation or request is made by the person to whom any Personal Information belongs or by any regulatory authority relating to the other Party or its affiliate's obligations under applicable data protection and privacy law and provide full cooperation and assistance to the other Party and its affiliates in relation to any such complaint, allegation or request.

Schedule 6 **STANDARD TERMS**

1. Preventing Terrorist Financing

- 1.1. The Parties must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

2. Trafficking in Persons

2.1. The Parties must not engage in:

- 2.1.1. Trafficking in persons (as defined in Republic Act No. 9208, or the Anti-Trafficking in Persons Act, as amended and the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the implementation of this Project;
- 2.1.2. Procurement of a commercial sex act during the implementation of the Project;
- 2.1.3. Use of forced labor in the implementation of the Project; and
- 2.1.4. Acts that directly support or advance trafficking in persons, including the following acts:
 - 2.1.4.1. Destroying, concealing, confiscating, or otherwise denying a beneficiaries' access to that beneficiaries' identity;
 - 2.1.4.2. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 2.1.4.3. Charging beneficiaries recruitment fees; or
 - 2.1.4.4. Providing or arranging housing that fails to meet the country housing and safety standards, as applicable.

3. Discrimination Based on Religion Prohibited

- 3.1. The Parties must not, in implementing this Project, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

4. Nondiscrimination against Beneficiaries

- 4.1. The Parties must not discriminate against any beneficiaries in the implementation of this Project, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through the Project on the basis of any factor not expressly stated. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran status. Nothing in this provision is intended to limit the ability of the Partner to target activities toward the assistance needs of certain populations.

Schedule 7
MISCELLANEOUS

- 1. **No Present or Future Agreement or Employment Promises.** Each Party acknowledges that the other Party makes no promise regarding the renewal or extension of this MOU, any projects, or future arrangements. Each Party further acknowledges and agrees that, during the Term of this MOU and at all times thereafter, the other Party and its affiliates shall be free to engage other persons

or deal with other entities to perform projects similar or identical to those that have agreed to perform hereunder.

2. **Use of Marks and Names.** Each Party shall not, without the prior written consent of the other Party: (a) use the tradename, service marks, or trademarks of the other Party, for any purposes, including but not limited to any advertising, publicity release or sales representation; or (b) include the other Party's name in any list of representative clients.
3. **Force Majeure Events.** Neither Party shall be liable for any delays in its performance hereunder resulting from circumstances or causes beyond its reasonable control, such as fire or other casualty, act of God, epidemic, war or other violence (a "**Force Majeure Event**"), provided the delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented through the use of a reasonable security and disaster recovery plan, and provided further that the Party hindered or delayed immediately notifies the other Party of the same, describing the circumstances causing the delay. The Party hindered or delayed shall take reasonable and diligent efforts to mitigate or remove the condition constituting such Force Majeure Event or to avoid its effects so as to resume performance as soon as reasonably practicable, and performance shall not be excused or extended to the extent that such Party reasonably could have mitigated or removed the condition to allow continued performance hereunder.
4. **Notices.** All notices, requests, demands and/or other communication required or permitted to be made hereunder (collectively, "**Notice(s)**") shall be in writing and shall be deemed duly given if (i) hand delivered against a signed receipt thereof, (ii) sent by registered mail, return receipt requested, first-class postage prepaid, (iii) sent by recognized overnight courier delivery service (examples: DHL, LBC and 2GO Express), or (iv) sent by confirmed e-mail (meaning the report by the transmitting equipment that the e-mail was sent), in each case addressed to the Party entitled to receive the same at the address specified below:

If to LGU- Bacoor:	To: Dr. Abraham D. De Castro CITY PUBLIC EMPLOYMENT SERVICE OFFICE 2 nd Floor, Bacoor City Hall, Bacoor Government Center Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite Telephone Numbers: (046) 481-4100 local 317 * 481-4137
If to GBF:	Attention: Caryn Joy A. Muega GOKONGWEI BROTHERS FOUNDATION, INC. 6 th Floor Robinsons Cybergate Tower 3 Cybergate Complex Pioneer Street, Mandaluyong City Attention: Grace R. Colet Telephone Number: (+632) 8451-8888

5. **Waiver.** No delay, omission or failure to exercise any right or remedy provided for in this MOU or to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall be construed as a continuing waiver or relinquishment thereof, and each Party may at any time exercise any or all its rights or remedies herein and demand strict and complete performance of this MOU by the other Party. No term or provision of this MOU shall be deemed waived, and no breach shall be excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
6. **Dispute Resolution.** The Parties mutually agree to use their best efforts to amicably resolve any dispute or difference that may arise between the Parties

relating to this MOU or the operation or construction thereof or any matter or thing in any way connected with the performance of the roles and responsibilities or the rights, duties or liabilities of the Parties under or in connection with this MOU, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it. In the event any dispute is not resolved within thirty (30) days from the date of receipt of the notice by one Party, the Parties agree to submit the dispute exclusively to arbitration at the Philippine Disputes Resolution Center, Inc. ("PDRCI"), in accordance with the rules of the PDRCI for the time being in force at the time of the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause. The law of this arbitration clause shall be Philippine law. The place of arbitration shall be either in Pasig City or in Bacoor City, Cavite. The arbitration proceedings shall be conducted in English.

7. **Choice of Law.** This MOU shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Furthermore, all claims relating to or arising out of this MOU, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
8. **Remedies Cumulative.** Except for those sections in this MOU that contain exclusive remedies, all remedies of a Party provided for in this MOU shall be cumulative and in addition to and not in lieu of any other remedies available to a Party at law, in equity or otherwise.
9. **Termination of MOU.** Each Party shall have the right to terminate this MOU by giving written notice to the other Party within sixty (60) days prior to the expiration of this MOU. If this MOU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress.

Target beneficiaries who will be part of the Project prior to the termination of this MOU shall continue to undergo their training until the end of the one (1)-year period provided under Schedule 2 hereof.
10. **Severability.** If any provision of this MOU is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this MOA.
11. **Entire Understanding.** This MOU constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes any previous understandings or arrangements, whether written or oral, in respect of such subject matter. Both Parties have had the opportunity to review this MOU and the opportunity to have this MOU reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this MOU or any of its provisions shall apply to the interpretation of this MOU. Instead, this MOU shall be interpreted in accordance with the fair meaning of its terms.
12. **No Reliance.** Each Party hereto agrees and acknowledges that it has not relied on any representation or warranty (whether express or implied, written or oral) that is not expressly set forth in this MOU.
13. **Counterparts.** This MOU may be signed in two (2) counterparts, each of which shall constitute one and the same instrument.

DATA PRIVACY AGREEMENT

This Data Privacy Agreement (the "Agreement") is made by and between the Parties as described in **Annex "A"**. The Parties herein shall be referred to individually either as a "Party", or collectively as the "Parties".

1. **PURPOSE AND LAWFUL BASIS.** Personal Data collected and gathered, as further described in **Annex "A"** hereof, may be shared by the LGU Bacoor, as PIC, to GBF for the purpose/s determined by the PIC in **Annex "A"** (the "Purpose"). The PIC obtained the necessary consent of the data subjects prior to the collection, sharing, and processing of their personal data for the purpose. The Parties acknowledge and agree that the Personal Data may be shared with and/or processed by, as may be applicable, GBF and that this Agreement sets out the framework for such Data Sharing/Processing.
2. **TERM AND TERMINATION.** This agreement shall be effective for a term indicated in **Annex "A"** (the "Term") unless sooner terminated by one Party by serving a written notice to the other Party at least thirty (30) days from the intended date of termination, without prejudice to accrued rights and obligations of the Parties herein, provided that the rights and welfare of the Data Subjects will not be prejudiced.
3. **DATA SHARING AND/OR PROCESSING OF PERSONAL DATA.**
 - a) The Parties agree that all Data Sharing/Processing of Personal Data shall only be made in accordance with the terms and for the Purpose under this Agreement. The Parties have adopted or will adopt, to the extent possible, the Applicable Data Protection Laws, as may be modified from time to time, to establish adequate safeguards for data privacy and security and to uphold the rights of the Data Subjects.
 - b) Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Personal Data disclosed by the LGU Bacoor to GBF. GBF shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Personal Data except in connection with this Agreement.
4. **OBLIGATIONS OF THE PIC.** The LGU Bacoor is responsible for ensuring that a valid legal basis for Data Sharing and/or Processing, as may be applicable, exists at the time of transferring the Personal Data to GBF and that all Data Sharing/ Processing instructions provided to GBF comply with the Applicable Data Protection Laws in force from time to time. The LGU Bacoor shall immediately inform GBF if, in the LGU Bacoor's opinion, the use and/or manner or method of processing of Personal Data may infringe the Philippine DPA.
5. **OBLIGATIONS OF THE GBF.** The access and processing by the GBF of the Personal Data provided by the PIC must be in accordance with the documented instructions from the PIC in pursuit of the Purpose. The GBF is, furthermore, obliged to comply with any and all Applicable Data Protection Laws in force from time to time and assist the LGU Bacoor in ensuring compliance thereto. The GBF must immediately inform the PIC if, in the GBF's opinion, the implementation of the LGU Bacoor's instruction may infringe any Applicable Data Protection Laws.
6. **REASONABLE ENDEAVORS.** Parties agree to use all reasonable endeavors to ensure that the Applicable Data Protection Laws are complied with. If applicable and necessary, the Parties shall enter into any other required agreements, shall

issue policies singly or jointly, and shall conduct regular review and evaluation of policies to ensure all security measures and procedures are in place for this purpose.

7. DATA PRIVACY AND SECURITY. The GBF represents and warrants that:

- a. Taking into account the nature, scope, context, and costs of implementation of the Purpose of the Data Sharing/Processing under this Agreement as well as the risk of varying likelihood and severity of the rights and freedoms of the Data Subjects, it shall, in relation to the Personal Data in **Annex "A"**, implement appropriate organizational, physical, and technical, security controls and measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures required by the Applicable Data Protection Laws;
- b. It shall at all times be responsible for ensuring that the Personal Data (including Personal Data in any electronic format) it collects or receives, as may be applicable, is stored securely, and hereby agrees to implement security measures to maintain the integrity and availability of such Personal Data and protect it from accidental or unlawful destruction, alteration and unauthorized disclosure, unlawful access, processing or use, fraudulent misuse, or loss or destruction while in its custody;
- c. It shall maintain, monitor and regularly update its data protection and security policies with respect to the processing of Personal Data, and its processes for identifying vulnerabilities in its computer networks, as well as the procedure for prevention, mitigation, and correction of security incidents that may lead to security breaches, and will provide the other Party with a copy of such policies/ procedures upon request;
- d. It will maintain records that describe its data processing system and identify the duties and responsibilities of those individuals who will have access to such Personal Data in accordance with the Applicable Data Protection Laws;
- e. It will regularly monitor for security breaches and ensure that its process (to identify vulnerabilities) and its procedures (to prevent, mitigate and correct security incidents that may lead to breaches) are kept up to date;
- f. It will assist and perform all acts necessary to enable the LGU Bacoor to investigate any data/security breach as well as assist the relevant governing regulatory body should it request to investigate circumstances surrounding any data/security breach, including on-site examination of its systems and procedures;
- g. It will assist the LGU Bacoor, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by Data Subjects relative to the exercise of their rights; and
- h. it will make available to the LGU Bacoor all information necessary to demonstrate compliance with the obligations laid down in the Applicable Data Protection Laws.

8. GBF'S PERSONNEL. GBF shall take reasonable steps to ensure the reliability of any of its personnel, employees, agents, representatives or any person under its control who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the

relevant Personal Data, as strictly necessary for the fulfillment of the Purpose of the Agreement, and to comply with Applicable Data Protection Laws in the context of that individual's duties to GBF, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

9. **SECURITY INCIDENT AND REPORTING OBLIGATION.** GBF undertakes to inform the LGU Bacoor immediately upon knowledge of any breach or possible breach of confidentiality, integrity, availability, and security, including any potential or actual losses of Personal Data. GBF also undertakes to notify the LGU Bacoor of any breaches of security that might potentially give rise to a risk to the security of Personal Data. The notification shall at least describe the breach, the Personal Data possibly involved, and the measures taken to reduce the harm or negative consequences of the breach, the representatives of the GBF, including their contact details, from whom the LGU Bacoor may obtain additional information about the breach, and any assistance to be provided to the affected Data Subjects.
10. **SUBCONTRACTING.** The GBF shall not appoint (or disclose any Personal Data to) any third party or sub-processor without prior written consent from the PIC. When the GBF subcontracts its obligations under this Agreement, it shall do so only by way of written agreement with the subcontractor, which imposes the same obligations on the subcontractor as are imposed on the GBF under this Agreement, provided, that in case of any subcontracting hereunder, the GBF shall not be relieved of any of its obligations under this Agreement by the appointment of such subcontractor and provided further, that the GBF shall be responsible for all acts of such subcontractor as if such acts were its own.
11. **DATA SUBJECTS' RIGHTS.** Data Subjects have a right to obtain a copy of this Agreement and to see what Personal Data is held about them, as well as to know why and how it is processed. Inquiry, complaints about, or requests for or in connection with the Personal Data can be submitted by written request to the compliance or data protection officers ("DPO") (or its equivalent) identified in Annex "A".

The GBF shall promptly notify the LGU Bacoor of any requests received from the Data Subjects in connection with the foregoing rights without responding or acceding to such requests unless it has been authorized in writing by the LGU Bacoor. Each Party will assist and perform all acts necessary to enable the other Party to comply with any request of a Data Subject for correction of data, to be granted access, to be furnished with information pertaining to the use of his/her Personal Data or any other request relative to the Data Subjects' rights under the Applicable Data Protection Laws.

12. **CONFIDENTIALITY.** The GBF shall ensure the confidentiality of the Personal Data shared, including any Confidential Information that may be exchanged with, made available, or disclosed by the LGU Bacoor to the GBF, if any (collectively, the "Confidential Information"). "Confidential Information" shall include information, in any and all forms, relative to the business/es of LGU Bacoor (including its affiliates and subsidiaries), any other information which is clearly classified and marked as or made known to be "confidential", "private" or "proprietary", as well as information that is known or reasonably known to be confidential or proprietary, or is confidential or proprietary in nature. Confidential Information shall also include the fact that discussions are taking place between the Parties concerning a transaction and the status and content thereof, whether or not such transaction is completed or concluded.

The GBF shall take all reasonable precautions to protect such Confidential Information, prevent its unauthorized use, access, and disclosure, and generally comply with the requirements of the law. In particular, it shall: (a) use substantially the same degree of care to maintain the confidentiality of the Confidential Information as it uses with respect to its own confidential information, but in no event less than a reasonable degree of care; (b) that it will not use the Confidential Information for any purposes other than those indicated in this Agreement and in relation to the Purpose under this Agreement; (c) to retain the Confidential Information in absolute confidence and not publish, make available, communicate or in any other manner disclose the same to any third party(ies) without the prior and express written consent of the LGU Bacoor; (d) not to copy or reproduce the Personal Data in any manner or form without the prior and express written consent of the LGU Bacoor, except for such copies as may be reasonably required or necessary for purposes of this Agreement; and (e) to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure and to limit its internal disclosures of the Confidential Information only to those of its employees or advisers who need to know the same for purposes of this Agreement. In addition, the GBF undertakes that such persons and/or entities shall operate and hold the Confidential Information under strict confidentiality and shall be bound by the confidentiality undertakings substantially identical to those in this Agreement, even after termination of employment or contractual relations. The confidentiality obligations of the GBF as set forth in this Section shall survive the expiration or termination of this Agreement.

- 13. RETENTION AND DATA DISPOSAL.** Personal Data and Confidential Information shall not be processed or retained longer than necessary. The GBF may only retain the Personal Data and Confidential Information: (a) until the Purpose under this Agreement is completed which period shall not exceed the Term; or subject to written notice to the LGU Bacoor within a reasonable period of time, (b) for the establishment, exercise, or defense of a legal claim; (c) for legitimate business purposes; or (d) in instances provided for by law.

Upon termination of this Agreement, all materials containing Personal Data and Confidential Information and all related documentation and all copies and installations thereof in the possession of the GBF shall be returned to the LGU Bacoor. In addition, the LGU Bacoor may request the GBF to furnish a written certification, signed by an authorized representative and attesting that, upon such return, the GBF has not retained in its possession, or under its control, either directly or indirectly, any such material. As an alternative to the return of the material contemplated herein, the GBF shall, at the instance of the LGU Bacoor, destroy such material in a secure manner to prevent further processing, unauthorized access or disclosure, and furnish the LGU Bacoor with a written certification signed by an authorized representative and attesting to the fact that such material has been destroyed. GBF shall comply with the foregoing request within seven (7) days of receipt of such a request. In no case shall the GBF retain photocopies or duplicates of said Personal Data and Confidential Information without the prior knowledge and consent of the LGU Bacoor.

- 14. ACCOUNTABILITY FOR CROSS-BORDER TRANSFER OF PERSONAL DATA.** Each Party shall be responsible for any personal data under its control or custody, including those it has outsourced or subcontracted to a personal information processor. This extends to personal data it shares with or transfers to a third party located outside the Philippines, subject to cross-border arrangement and cooperation.

15. **NO WARRANTY.** The Personal Data is provided on an "AS IS" basis, as provided by the Data Subject. Accordingly, the LGU Bacoor does not make any warranty on the accuracy or completeness of such Personal Data.
16. **INJUNCTIVE RELIEF.** The Parties acknowledge that the LGU Bacoor may be irreparably harmed by the GBF's breach of its obligations under this Agreement. Accordingly, the Parties agree that the LGU Bacoor shall be entitled, in addition to any other rights and remedies available to the LGU Bacoor, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights and/or remedies provided by law.
17. **LIABILITY AND INDEMNITY.** GBF hereby agrees to hold the LGU Bacoor and/or any of its directors, officers, employees, or representatives free and harmless from any and all claims, suits, damages, costs, liabilities, obligations or expenses whatsoever, and shall indemnify the LGU Bacoor and/or its directors, officers, employees or representatives upon demand for all claims, penalties, losses, expenses, damages and costs they may suffer or incur, arising from or in connection with this Agreement, including but not limited to any breach of security or act, omission or negligence of any of its employees, agents or representatives in the performance of any act pursuant to this Agreement. In the event a complaint is filed against the LGU Bacoor pursuant to the Applicable Data Protection Laws in relation to this Agreement, GBF hereby agrees to assist and cooperate with the LGU Bacoor in defense of the same.
18. **MUTUAL REPRESENTATION AND WARRANTIES.** Each Party represents and warrants that: a) it has full power, authority and legal right to execute, deliver and perform this Agreement; b) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with the terms hereof; and c) the execution, delivery and performance of this Agreement does not and will not violate any provision of or result in a breach of or constitute a default under any law, regulation or judgment, or violate any agreement binding upon it or of any of its properties.
19. **MISCELLANEOUS.**
 - a. **Entire Agreement.** This Agreement establishes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations that may be related in any way to the subject matter hereof.
 - b. **Amendments and Waivers.** Any amendment or modification of any provision of this Agreement shall not be valid unless reduced in writing and signed by the Parties hereto. No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.
 - c. **Succession and Assignment.** Rights and obligations created by virtue of this Agreement shall be binding and enforceable by and against the Parties, their successors, and permitted assignees. A Party may not assign this Agreement or any part hereof to a third party without the prior written consent of the other. Any attempted assignment in violation of this section shall be void.

- d. **Severability.** If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remaining valid provision/s of this Agreement and the application thereof shall not be affected and shall remain effective.
- e. **Relationship.** Nothing in this Agreement shall be deemed to create or constitute a joint venture, partnership, or employer-employee relationship between the Parties.
- f. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any dispute on the implementation or interpretation of any of the provisions of this Agreement shall be exclusively filed with the proper Courts of Pasig City, Philippines, to the exclusion of all other venues.
- g. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts and by the Parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart. This Agreement may be executed electronically by way of electronic signatures. Such electronic signatures shall be deemed original signatures, shall have the same force and effect as manual signatures, and shall be binding upon the Parties.

20. DEFINITIONS.

- a. **"Applicable Data Protection Laws"** refer to applicable laws, regulations, and legal requirements relating to (a) privacy, data security, and protection of Personal Data; and (b) the sharing of any Personal Data, including the DPA.
- b. **"Consent"** refers to any freely given, specific, informed indication of will whereby the Data Subject agrees to the collection and processing of his or her Personal Data. Consent shall be evidenced by written, electronic, or recorded means.
- c. **"DPA"** refers to the Philippine Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and circulars from the Philippine National Privacy Commission, and any amendments thereto.
- d. **"Data Sharing"** refers to the disclosure or transfer of personal data to a third party under the custody of the PIC.
- e. **"Data Subject"** refers to an individual whose personal, sensitive personal, or privileged information is processed.
- f. **"Personal Data"** refers to either of the following: (1) **"Personal Information"** which refers to any information, whether recorded in material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual; and (2) **"Sensitive Personal Information"** which refers to personal information: (i) about an individual's race, ethnic origin, marital status, age, color and religious, philosophical or political affiliations; (ii) about an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have

been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings; (iii) issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and (iv) specifically established by an executive order or an act of Congress to be kept classified.

- g. **"Personal Information Controller" or "PIC"** refers to a natural or juridical person or any other body who controls the processing of personal data or instructs another to process personal data on its behalf. There is control if the natural or juridical person or any other body decides on what information is collected or the purpose or extent of its processing.
- h. **"Processing"** refers to any operation or any set of operations performed upon personal data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure, or destruction of data. Processing may be performed through automated means or manual processing if the personal data are contained or are intended to be contained in a filing system.
- i. **"Security Incident"** refers to an event or occurrence that affects or tends to affect data protection, or may compromise the availability, integrity and confidentiality of personal data. It includes incidents that would result to a personal data breach, if not for safeguards that have been put in place.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ at _____, Philippines.

CITY GOVERNMENT OF BACOOD

By:

**GOKONGWEI BROTHERS
FOUNDATION, INC.**

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____

GRACE R. COLET
Executive Director

SIGNED IN THE PRESENCE OF:

IAN S. PAJANTOY
Data Protection Officer
Gokongwei Brothers Foundation, Inc.

DR. ABRAHAM D. DE CASTRO
Head
City Public Employment Service Office

ACKNOWLEDGMENT

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

BEFORE ME, a duly authorized notary public for and in the above-named jurisdiction, personally appeared the following, who are personally known to me and/or identified through competent evidence of identity, to wit:

Name	Government-issued ID No.	Date / Place Issued	Issued on / Valid Until
HON. STRIKE B. REVILLA			
GRACE R. COLET			

Known to me and to me known to be the same persons who executed the foregoing instrument, and who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and that of the entities represented, and that they are duly authorized to sign in a representative capacity.

I FURTHER CERTIFY that this instrument refers to a Memorandum of Understanding and has been signed by the herein Parties and their witnesses.

WITNESS MY HAND AND SEAL on this _____ in _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____
Series of 2024