



Republic of the Philippines  
Province of Bulacan  
City of San Jose del Monte



**OFFICE OF THE SANGGUNIANG PANLUNGSOD SECRETARY**

Right Wing, 3<sup>rd</sup> Floor, City Government Center, Barangay Dulong Bayan

**IKA-9<sup>na</sup> SANGGUNIANG PANLUNGSOD  
PABATID NG PAGDINIG/PAGPUPULONG**

**LUPON SA MGA BATAS, PANUNTUNAN,  
PRIBILEHIYO AT MGA ORDINANSA**

Tagapangulo: **KGG. NOLLY D. CONCEPCION**  
Pang. Tagapangulo: **KGG. CELSO G. FRANCISCO**  
Kaanib: **KGG. JULIETA D. ABELA**

**LUPON SA KABABAIHAN, SERBISYONG PANLIPUNAN  
AT KAPAKANANG PAMPAMILYA**

Tagapangulo: **KGG. ROSALYN C. CABUCO, MD.**  
Pang. Tagapangulo: **KGG. KGG. JULIETA D. ABELA**  
Kaanib: **KGG. REINA RHODORA I CAPA  
-SALENTES**

**LUPON SA PAGGAWA AT EMPLEYO**

Tagapangulo: **KGG. OLIVER M. ROBES**  
Pang. Tagapangulo: **KGG. ROSALYN C. CABUCO, MD.**  
Kaanib: **KGG. CELSO G. FRANCISCO**

Pinararaan: **ATTY. RIZALDY L. MENDOZA**- City Administrator

**MGA INAANYAYAHANG PANAUHING TAGAPAGSALITA  
(RESOURCE PERSONS)**

| PANGALAN                                  | KATUNGKULAN                | AHENSIYA/TANGGAPAN     |
|---|----------------------------|------------------------|
| <b>KGG. ARLENE C. BARTOLOME - ARCIAGA</b> | Pangalawang Punong Lungsod | Sangguniang Panlungsod |
| <b>ATTY. RIZALDY L. MENDOZA</b>           | City Administrator         | Pamahalaang Lungsod    |
| <b>ATTY. MARTIN T. MEÑEZ</b>              | City Legal Officer         | Pamahalaang Lungsod    |
| <b>PERFECTO JAIME L. TAGALOG</b>          | Head- Action Officer PESO  | Pamahalaang Lungsod    |


Ika-12 ng Setyembre 2025

Magalang ko pong ipinaaabot ang paanyaya ng Kgg. Nolly D. Concepcion, Tagapangulo ng Lupon sa mga Batas, Panuntunan, Pribilehiyo at mga Ordinansa para sa isang Lupon Pagdinig/Pagpupulong na gaganapin sa ika-15 ng Setyembre 2025, ganap na ika-4:00 ng hapon na idaraos sa Sangguniang Panlungsod Lounge, 3<sup>rd</sup> Floor, City Government Center, Barangay Dulong Bayan, Lungsod ng San Jose del Monte, Bulacan, hinggil sa:

- **Letter from the City Administrator's Office, re: Request for an Urgent SP Resolution authorizing the Local Chief Executive to represent the City and enter into a Memorandum of Agreement (MOA) with the Department of Labor and Employment (DOLE) and the Golden Arches Development Corporation, for the hiring and employment of Senior Citizens to various McDonald's stores.**

Inaasahan ang inyong mahalagang pagdalo at pakikiisa sa mga opisyal na gawain ng Sangguniang Panlungsod.

Lubos na sumasainyo,

  
**ATTY. ANTONIO D. ANDRES, JR.**  
City Government Department Head I  
Kalihim, Sangguniang Panlungsod



Address: Right Wing, 3<sup>rd</sup> Floor, City Government Center, Brgy. Dulong Bayan,  
City of San Jose del Monte, Bulacan  
Website: csjdm.gov.ph Contact: 09176240002 local 3217  
Email: spcsjdm@gmail.com



Republic of the Philippines  
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**OFFICE OF THE SANGGUNIANG PANLUNGSOD SECRETARY**

Right Wing, 3<sup>rd</sup> Floor, City Government Center, Barangay Dulong Bayan



1. **PAGTANGGAP:** Petsa: Setyembre 9, 2025

Tinanggap ni: Rochelle Rosales

Klase ng Dokumento:  Mga Panukalang Kautusan/Kapasiyahang Panlungsod  
 Review ng Kautusan/Kapasiyahang Barangay  
 **Certified Urgent mula sa Punong Lungsod**  
 Iba pang Kahilingan, Liham, Pabatid

Paksa: Letter from the City Administrator's Office, re: Request for an Urgent SP Resolution authorizing the Local Chief Executive to represent the city and enter into a Memorandum of Agreement (MOA) with the Department of Labor and Employment (DOLE) and the Golden Arches Development Corporation, for the hiring and employment of Senior Citizens to various McDonald's stores.

2. **UNANG PAGBASA:** Petsa: Setyembre 11, 2025

Session No. 10th Regular Session

Referral No. \_\_\_\_\_

Tinanggap ni:

Itinukoy sa: Committee on Rules  
Comm. on Women, Family Welfare  
And Social Services

- Kgg. Nolly D. Concepcion  
- Kgg. Rosalyn C. Cabuco MD

Para sa Lupon sa Alituntunin:

Sinang-ayunan:

**NOLLY D. CONCEPCION**  
Tagapangulo ng Lupon

**ARLENE C. BARTOLOME-ARCIAGA**  
Pangalawang Punong Lungsod

3. **ULAT NG LUPON:**

Pagtanggap: Petsa/Oras \_\_\_\_\_

Tinanggap ni: \_\_\_\_\_

Panukalang/Mungkahing Aksiyon:  Pinagtibay

Hindi Pinagtibay

Iba Pang Aksiyon: \_\_\_\_\_

4. **IKALAWANG PAGBASA:** Pesta/Oras \_\_\_\_\_

Session No. \_\_\_\_\_

Aksiyon:  Pinagtibay sa Ikalawang Pagbasa:

SP Reso. No. \_\_\_\_\_

Hindi Pinagtibay sa Ikalawang Pagbasa

Isaisantabi

Ibabalik sa Lupon

Iba Pang Aksiyon: \_\_\_\_\_

5. **IKATLONG PAGBASA:** Petsa/Oras \_\_\_\_\_

Session No. \_\_\_\_\_

Aksiyon:  Pinagtibay sa Ikatlong Pagbasa:

**SP Reso. No.** \_\_\_\_\_ **/ City Ord. No.** \_\_\_\_\_

Pinatutunayan ni:

Sinang-ayunan/Pinagtibay:

**ATTY. ANTONIO D. ANDRES, JR**  
KALIHIM, SANGGUNIANG PANLUNGSOD

**ARLENE C. BARTOLOME-ARCIAGA**  
PANGALAWANG PUNONG LUNGSOD



Address: Right Wing, 3<sup>rd</sup> Floor, City Government Center, Brgy Dulong Bayan,  
City of San Jose del Monte, Bulacan  
Website: [cejdm.gov.ph](http://cejdm.gov.ph) Contact: 09176240002 local 3217  
Email: [spcsjdm@gmail.com](mailto:spcsjdm@gmail.com)

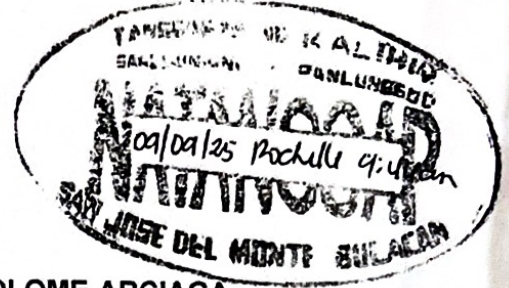


Republic of the Philippines  
 Province of Bulacan  
 City of San Jose del Monte  
**OFFICE OF THE CITY ADMINISTRATOR**  
 2<sup>nd</sup> Floor, Left Wing, New Government Center



8 September 2025

**THE SANGGUNIANG PANLUNGSOD**  
 City of San Jose del Monte



**THRU :** **HON. ARLENE C. BARTOLOME-ARCIAGA**  
*Vice Mayor*

**ATTENTION :** **ATTY. ANTONIO D. ANDRES, JR.**  
*Secretary to the Sangguniang Panlungsod*

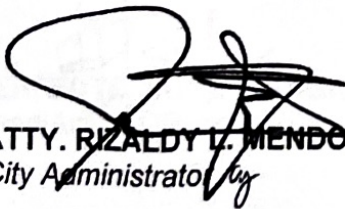
Ladies and gentlemen:

The **Honorable Mayor Florida P. Robes** is respectfully requesting an **URGENT SP Resolution** authorizing the Local Chief Executive to represent the city and enter into a Memorandum of Agreement (MOA) with the Department of Labor and Employment (DOLE) and the Golden Arches Development Corporation, for the hiring and employment of Senior Citizens to various McDonald's stores.

Trusting that this request will merit your usual prompt and favorable action.

Thank you and best regards.

Very truly yours,



**ATTY. RIZALDY L. MENDOZA**  
*City Administrator*

RECEIVED



Address: New Government Center, Brgy. Dulong Bayan,  
 City of San Jose del Monte, Bulacan 3023  
 Website: csjdm.gov.ph Contact: 0917 624 0002  
 Email: oca.lgu.csjdm@gmail.com



Republic of the Philippines  
 Province of Bulacan  
 City of San Jose del Monte  
**PUBLIC EMPLOYMENT SERVICE OFFICE**  
 Right Wing, 2nd floor, New Government Center, Barangay Dulong Bayan



September 5, 2025

**ATTY. RIZALDY L. MENDOZA**  
 City Administrator  
 City of San Jose del Monte, Bulacan

**Subject: Request for URGENT SP Resolution Memorandum of Agreement (MOA)**

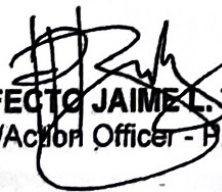
Dear Atty. Mendoza:

This is to respectfully request your endorsement to the Honorable Sangguniang Panlungsod for an **URGENT SP Resolution** authorizing the Local Chief Executive to enter and sign on the attached Memorandum of Agreement (MOA) between the City Government of San Jose Del Monte through the Public Employment and Services Office (PESO), Department of Labor and Employment (DOLE) and the Golden Arches Development Corporation, for the hiring and employment of Senior Citizens to various McDonald's stores.

Hoping for your immediate action regarding this request.

Thank you.

Sincerely,

  
**PERFECTO JAIME L. TAGALOG**  
 Head/Action Officer - PESO



OFFICE OF THE CITY ADMINISTRATOR  
**RECEIVED**

BY: WIKRATIE  
 DATE: 9-8-2025  
 TIME: 9:51 am

**25-09-1472**



Address: New Government Center, Brgy. Dulong Bayan,  
 City of San Jose del Monte, Bulacan  
 Website: csjdm.gov.ph Contact: 044-919-7370 to 89 local 2215  
 Email: peso2016csjdm@gmail.com

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 at the San Jose Del Monte San Jose Del Monte, Province of Bulacan, by and among:

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, a government office existing by virtue of the laws of the Republic of the Philippines, with principal office address at SWLC, Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga, represented herein by its Regional Director – Regional Office No. 3, **GERALDINE M. PANLILIO, CESO IV**, and hereinafter referred to as **"DOLE"**

**THE CITY GOVERNMENT OF SAN JOSE DEL MONTE, BULACAN**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at NEW GOVERNMENT CENTER, BRGY. DULONG BAYAN, CITY OF SAN JOSE DEL MONTE, PROVINCE OF BULACAN, represented herein by its City Mayor, Hon. **FLORIDA P. ROBES**, pursuant to her authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of 2025, approved by the City Council of **SAN JOSE DEL MONTE, BULACAN** dated \_\_\_\_\_, and hereinafter referred to as **"LGU SAN JOSE DEL MONTE, BULACAN"**

and

**GOLDEN ARCHES DEVELOPMENT CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at the 16<sup>th</sup> to 18<sup>th</sup> Floors, Citibank Center Building, Paseo de Roxas, Makati City, represented herein by its Vice President, Human Capital Group, **Mr. RUBEN R. MARASIGAN**, and hereinafter referred to as **"GADC"**.

(Each a "Party," and collectively as "Parties.")

**WITNESSETH:**

**WHEREAS**, Article XIII, Section 9, of the 1987 Philippine Constitution provides that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation, and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

**WHEREAS**, Article XIII, Section 9, of the 1987 Philippine Constitution further provides that the State shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health, and other social services available to all the people at affordable costs, prioritizing the needs of the underprivileged, sick, elderly, disabled, women, and children;

**WHEREAS**, the abovementioned policies of the 1987 Philippine Constitution treat the senior citizens and elderly individuals as similarly situated in terms of being afforded essential goods, health, and other social services relevant to their needs;

**WHEREAS**, Republic Act (RA) No. 9994 otherwise, known as the "Expanded Senior Citizens Act of 2010," has the objective of giving full support to the improvement of the total well-being of the elderly and their full participation in society, considering that senior citizens are an integral part of the Philippine society, among others, and recognize the important role of the private sector in the improvement of the welfare of senior citizens and elderly individuals;

**WHEREAS**, the Department of Labor and Employment (DOLE), through its Regional and Field Offices, in pursuance of its mandate to formulate and implement policies and programs, and serve as the policy-advisory arm of the Executive Branch of the Government of the Republic of the Philippines in the fields of labor and employment, implements programs pursuant to the 1987 Philippine Constitution and RA No. 9994;

**WHEREAS**, the Public Employment Service Office (PESO) is an employment facilitation service machinery of the Republic of the Philippines, linked with the DOLE, and is tasked to ensure the prompt, timely, and efficient delivery of employment services and provision of information on DOLE programs;

**WHEREAS**, the GADC is the holder of the McDonald's license in the Philippines and operates various McDonald's restaurants nationwide. Pursuant to its mission to contribute to economic development and to give back to the communities it serves, GADC desires to initiate programs for and open its facilities to accommodate qualified senior citizens and elderly individuals for employment in its McDonald's stores (hereafter, the "Program") under the terms and conditions contained herein;

**NOW, THEREFORE**, for and in consideration of the foregoing and the terms and conditions stipulated hereinafter, the Parties agree as follows:

#### **SECTION 1 ELIGIBILITY REQUIREMENTS**

In order to qualify for employment, the senior citizen and elderly individual must possess the following qualifications:

**A. FOR THE SENIOR CITIZENS AND ELDERLY INDIVIDUALS:**

1. Must be at least sixty (60) years of age and above at the time of application;
2. Must pass the physical, medical, and laboratory examinations done within the last six (6) months, and be certified to be FIT TO WORK by a competent physician; and
3. Must submit the following documents to GADC:
  - a. Letter of Recommendation from the LGU SAN JOSE DEL MONTE, BULACAN PESO;
  - b. Resume;

- c. Medical Certification by a competent physician, indicating, FIT TO WORK;
  - d. Results of the physical, medical, and laboratory examinations done within the last six (6) months;
  - e. Mayor's Permit (Occupational Permit) to be issued by the LGU SAN JOSE DEL MONTE, BULACAN;
  - f. Barangay Certification;
  - g. Police Clearance or NBI Clearance; and
  - h. Birth Certificate, or other competent proofs of identity, including Senior Citizen's Identification Card;
- B. Collectively, senior citizens and elderly individuals, shall hereinafter be referred to as **APPLICANT/S**;

**SECTION 2  
RESPONSIBILITIES OF THE PARTIES**

**A. OBLIGATIONS OF DOLE, through its Regional and Field Offices.**

- 1. Supervise the overall implementation of the Program;
- 2. Mobilize senior citizens and elderly individuals, in coordination with LGU SAN JOSE DEL MONTE, BULACAN PESO, by giving proper instructions or advice to them;
- 3. Promote and disseminate the Program in its platforms to inform senior citizens and elderly individuals of available employment opportunities with GADC;
- 4. Provide guidance and advice to the Parties on regulatory requirements and parameters of the Program; and
- 5. Ensure that this Agreement and the employment agreements to be executed pursuant to this Agreement shall comply with all legal and regulatory requirements on labor and employment.

**B. OBLIGATIONS OF LGU SAN JOSE DEL MONTE, BULACAN, through its PESO.**

- 1. Mobilize at the level of the LGU SAN JOSE DEL MONTE, BULACAN, the senior citizens and elderly individuals as applicants to the Program;
- 2. Be responsible for the information dissemination of the Program to the prospective senior citizen and elderly individual Applicants, through the Office of the Senior Citizen's Affairs (OSCA) of the LGU SAN JOSE DEL MONTE, BULACAN;

3. Receive Applicants into the Program;
4. Conduct initial interview and profiling, and process and evaluate the eligibility of the Applicants;
5. Accept only applications with complete documentary requirements pursuant to the eligibility requirements provided in Section 1 hereof;
6. Explain to the Applicant the consequences of failing in any of the qualifications required in order to avail themselves of the benefit of the Program;
7. Assist indigent applicants in securing necessary pre-employment documents. Through the Public Employment Service Office (PESO) and its "Grant of Employment Requisite for Indigent Applicants" program, the LGU shall facilitate the exemption of fees for clearances, including but not limited to, Barangay Clearance, Health Permits, Medical Certification, Occupational Permit, and Police Clearance.
8. Endorse and recommend qualified Applicants to **GADC**, through a Letter of Endorsement or Referral Letter to **GADC** with the attached requirements for employment of the Applicants, upon compliance with all screening requirements subject to the final selection or acceptance by **GADC**.

**C. OBLIGATIONS OF GADC.**

1. **GADC** shall hire a minimum of two (2) qualified Applicants under the Program per establishment/store, consisting of senior citizens and elderly individuals, in accordance with its policies and guidelines in the recruitment and selection for this purpose;
2. **GADC** shall create programs within their respective branches suited for the Qualified Applicants. The said programs shall be submitted to the **LGU SAN JOSE DEL MONTE, BULACAN PESO** and the **DOLE**;
3. **GADC** shall receive the documentary requirements from the qualified applicant, namely:
  - a. Letter of Recommendation from the **LGU SAN JOSE DEL MONTE, BULACAN PESO**;
  - b. Resume;
  - c. Medical Certification, indicating, **FIT TO WORK** by a competent physician;
  - d. Results of the physical, medical, and laboratory examinations done within the last six (6) months;
  - e. Mayor's Permit (Occupational Permit) to be issued by the **LGU SAN JOSE DEL MONTE, BULACAN**;

- f. **Barangay Certification;**
  - g. **Police Clearance or NBI Clearance; and,**
  - h. **Birth Certificate, or other competent proofs of identity, including Senior Citizen's Identification Card;**
4. **GADC shall conduct the interview, orientation, training, and minimal examinations and undertake the selection process from among the recommended qualified Applicants in accordance with its policies and guidelines in the recruitment and selection for this purpose;**
5. **GADC shall integrate the qualified Applicants, upon submission of the requirements, into their workforce, subject to the following conditions:**
- a. **For senior citizens and elderly individuals, shall be assigned to work for not more than four (4) hours a day, in shifts between 8:00 am to 12:00 noon or 1:00 pm to 5:00 pm, for five (5) days a week;**
  - b. **Qualified Applicants shall be stationed in the lobby area only and shall perform the following tasks:**
    - i. **Order Presenters;**
    - ii. **Drink Drawers;**
    - iii. **Table Managers; and**
    - iv. **Guest Relations Staff;**
  - c. **The qualified Applicants to the Program shall be entitled to compensation equal to the prevailing minimum wage through cash and such compensation shall be adjusted for as often as new minimum wage rates are implemented;**
  - d. **The qualified Applicants to the program shall be entitled to receive proportionate thirteenth (13<sup>th</sup>) month pay;**
  - e. **The qualified Applicants shall be included in the group life insurance to be secured by the GADC; and**
  - f. **Given that the employment of senior citizens and elderly individuals is a special program, the duration of the fixed-term employment shall not exceed a period of five (5) months;**
6. **GADC shall submit periodic reports to the LGU SAN JOSE DEL MONTE, BULACAN PESO of the hired qualified Applicants, those not hired, and the reason for the non-hiring; and**
7. **GADC shall closely coordinate with the DOLE Regional Offices during the Program implementation and notify the concerned DOLE Regional Office of any issues and concerns.**

**D. OBLIGATIONS OF THE QUALIFIED APPLICANT.**

1. Prior to being deployed by **GADC**, shall undergo training and enter into an appropriate contract with the **GADC**;
2. To abide by the rules and regulations imposed by the **GADC** on its own regular employees; and
3. To perform tasks in accordance with reasonable instructions from **GADC** or its authorized representative.

**SECTION 3  
TERM AND TERMINATION**

Either party may terminate this Agreement for a material breach by the other party. A "material breach" includes, but is not limited to, a breach of any material term or condition of this Agreement, or a failure to perform any of its material obligations under this Agreement.

In the event of a material breach, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach. If the breaching party fails to cure such breach within thirty (30) days of receiving the notice, the non-breaching party may terminate this Agreement immediately upon providing a second written notice.

**SECTION 4  
REPRESENTATIONS AND WARRANTIES**

The Parties represent and warrant in favor of each other that:

- A. Each has full power, authority, and legal right to execute, deliver, and perform this Agreement and has taken all the necessary action to authorize the foregoing;
- B. The Parties have read and fully understood, and hereby accept the terms and conditions of this Agreement and agree to comply with them;
- C. This Agreement constitutes the legal, valid, and binding obligation of **GADC**, **DOLE**, and **LGU SAN JOSE DEL MONTE, BULACAN**, and is enforceable in accordance with its terms; and
- D. The execution, delivery, and performance of this Agreement do 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 either of them or any of their property.

**SECTION 5  
CONFIDENTIAL AND PERSONAL INFORMATION  
AND INTELLECTUAL PROPERTY**

- A. **CONFIDENTIAL INFORMATION.** The Parties acknowledge that it and its employees, agents, or representatives may, in the course of performance of this Memorandum of Agreement among the City Government of **SAN JOSE DEL MONTE, BULACAN**, the Department of Labor and Employment, and Golden Arches Development Corporation

Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party, including, procedures, policies, and schemes. Any and all information obtained by a Party or its officers, directors, employees, agents, and representatives in the performance of this Agreement, which relates to the other is confidential and proprietary information for the purposes of this Agreement (the "Confidential Information").

The Parties agree at all times during and after the Term of this Agreement, to keep in strictest confidence and trust all Confidential Information and to take all reasonable precautions to prevent its disclosure or misuse. Each Party and any of its officers, directors, employees, agents, and representatives shall hold all Confidential Information disclosed to it by reason of this Agreement, and shall not disclose any such information to any other Party. Each Party agrees not to use Confidential Information for any purposes whatsoever other than for the provisions of this Agreement.

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. The obligations under this Section shall remain in full force after the termination of this Agreement.

- B. PERSONAL INFORMATION.** Each Party shall: (1) comply with all applicable laws with respect to all Personal Information as defined in Republic Act (RA) No. 10173, or the Data Privacy Act of 2012, and its Implementing Rules and Regulations; (2) not, by any act or omission, put the other Party or any of its affiliates in breach of any such laws; and (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 Agreement.

To the extent that a Party processes (including, without limitation, collects, compiles, reproduces, stores, and distributes) any Personal Information pursuant to this Agreement, each Party represents and warrants that it shall:

1. Process such Personal Information solely for the purposes of enabling it to perform its obligations under this Agreement;
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;
3. Treat all Personal Information as Confidential Information;
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;
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

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.

The obligations under this Section shall remain in full force after the termination of this Agreement.

- C. **INTELLECTUAL PROPERTY.** The GADC holds all title rights and interests to the "McDonald's" brand name, tradename, service marks, or trademarks, McDonald's marks, and McDonald's intellectual property, registered or unregistered. All documents and materials in any form or medium whatsoever, displaying, bearing, or otherwise containing the company name of GADC or McDonald's, as well as all McDonald's intellectual property shall remain the property of GADC. The DOLE and LGU SAN JOSE DEL MONTE, BULACAN hereby warrant and acknowledge that they shall not, in any manner or form, use any such intellectual property without GADC's written consent.

DOLE and LGU SAN JOSE DEL MONTE, BULACAN further warrant that they understand and agree that they must first secure GADC's written consent to use any of the above-mentioned intellectual property on any of its publications or materials, for publicity release. Any consent given by GADC to use any intellectual property shall solely be for the scope, extent, and/or period stated in such written consent.

Except as otherwise provided in this Section, DOLE and LGU SAN JOSE DEL MONTE, BULACAN shall not, by virtue of or as a result of this Agreement, be deemed or construed to acquire the right to use, in any manner whatsoever, the brand name, tradename, or company name of GADC or of McDonald's, as well as any other intellectual property, in any of its campaigns, promotions, publications and/or advertising materials in any medium, form or material. Neither shall DOLE and LGU SAN JOSE DEL MONTE, BULACAN be construed as acquiring the right to use, in any manner whatsoever, any product or good, or document or material, whether printed or otherwise, whether in raw or in final form, in any manner displaying and/or bearing and/or containing the brand name, tradename, or company name of GADC or McDonald's, as well as all McDonald's intellectual property.

The DOLE and LGU SAN JOSE DEL MONTE, BULACAN hereby warrant that they understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement and that GADC may seek equitable relief, including but without limitation to injunctive relief or specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision, but shall be in addition to all other remedies provided by this Agreement, or otherwise provided by or available at law or equity.

## **SECTION 6 MISCELLANEOUS PROVISIONS**

- A. **FORCE MAJEURE EVENTS.** Neither Party shall be liable for any delays in its

*Memorandum of Agreement among the City Government of SAN JOSE DEL MONTE, BULACAN,  
the Department of Labor and Employment, and Golden Arches Development Corporation*

performance hereunder resulting from circumstances or causes beyond its reasonable control, such as fire or other casualties, act of God, epidemic, war, terrorism, threat of war or terrorism, riot, sabotage, insurrection, rebellion, civil disturbance or other violence, or requisition, strikes, lock-outs or other industrial actions or trade disputes, earthquakes, typhoon, fire, explosion, flood, storm, quarantine, boycott, embargo, or any governmental law, directive or regulation coming into effect after the execution of this Agreement (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 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 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.

- B. **Notices.** All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement must be in writing and served personally or by pre-paid registered mail at the address of the Party set out below or at such other address as a Party may have substituted for it by written notice to the other.

For the purposes of this Section, the address for service of each Party is as follows:

**FOR DOLE:**

Attention: **GERALDINE M. PANLILIO, CESO IV, Regional Director - Region 3**  
Address: SWLC, Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga  
Email: [gmpanlilio@dole.gov.ph](mailto:gmpanlilio@dole.gov.ph)

**FOR LGU SAN JOSE DEL MONTE, BULACAN:**

Attention: **HON. FLORIDA P. ROBES, City Mayor**  
Address: New Government Center, Brgy. Dulong Bayan, City of San Jose del Monte, Bulacan  
Email: [ocm.csjdm@gmail.com](mailto:ocm.csjdm@gmail.com)

**FOR GADC:**

Attention: **RUBEN R. MARASIGAN, Vice President, Human Capital Group**  
Address: 2<sup>nd</sup> Floor, F & M Lopez II Building, Don Carlos Palanca, Legaspi Village, Makati City  
Email: [Ruben.Marasigan@ph.mcd.com](mailto:Ruben.Marasigan@ph.mcd.com)

A Notice must be treated as given and received:

1. If sent by email before 5:00 p.m. on a business day at the place of receipt, on the day it is sent and otherwise on the next business day at the place of receipt; or
2. If otherwise delivered before 5:00 p.m. on a business day at the place of delivery, upon delivery, and otherwise on the next business day at the place of delivery.

*Memorandum of Agreement among the City Government of SAN JOSE DEL MONTE, BULACAN, the Department of Labor and Employment, and Golden Arches Development Corporation*

- C. **WAIVER.** No delay, omission or failure to exercise any right or remedy provided for in this Agreement 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 Agreement by the other Party. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- D. **ASSIGNMENT.** This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other. This Agreement shall be binding on the Parties hereto and their respective successors and assigns and a permitted assignee shall have all of the rights and obligations of the assigning Party set forth in this Agreement.
- E. **Dispute Resolution.** The parties agree to resolve any dispute, controversy, or claim arising from or in connection with this Agreement through direct and good-faith negotiation. If the dispute is not resolved amicably within **thirty (30) days** from the date a party receives a written notice of the dispute, the parties shall escalate the matter to their respective senior management or designated representatives for a final attempt at resolution. In the event the dispute remains unresolved, the parties may, by mutual written consent, engage a neutral third-party mediator to assist them in reaching a voluntary settlement.
- F. **CHOICE OF LAW.** This Agreement 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 Agreement, 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.
- G. **REMEDIES CUMULATIVE.** Except for those sections in this Agreement that contain exclusive remedies, all remedies of either Party provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to the Party at law, in equity or otherwise.
- H. **SEVERABILITY.** If any provision of this Agreement 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 Agreement.
- I. **SURVIVAL.** Any provision of this Agreement that by its nature is reasonably intended to survive beyond termination shall survive termination including, without limitation: Section 4 (Representations and Warranties), Sections 5(A) (Confidential Information), Section 5(B) (Personal Information), and Section 5(C) (Intellectual Property), and Section 6 (Miscellaneous Provisions).
- J. **SECTION HEADINGS.** Section headings have been included in this Agreement for the convenience of reference only and are not to be considered part of, or to be used in interpreting, this Agreement.
- K. **ENTIRE AGREEMENT.** This Agreement, including all exhibits and annexes, if any, constitutes the entire agreement between the Parties hereto with respect to the

subject matter hereof, and supersede any previous understandings or agreements, whether written or oral, in respect of such subject matter. The Parties have had the opportunity to review this Agreement and the opportunity to have this Agreement reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions shall apply to the interpretation of this Agreement. Instead, this Agreement shall be interpreted in accordance with the fair meaning of its terms.

- L. **AMENDMENTS.** This Agreement, including any exhibits and annexes, if any, shall not be altered, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of the Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties.
- M. **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 Agreement.
- N. **COUNTERPARTS.** This Agreement may be signed in two (2) counterparts, each of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties hereunto set their hands and affix their signatures this \_\_\_ day of \_\_\_\_\_, 2025, in \_\_\_\_\_, Philippines.

**DEPARTMENT OF LABOR AND  
EMPLOYMENT**

**CITY GOVERNMENT OF  
SAN JOSE DEL MONTE, BULACAN**

**GERALDINE M. PANLILIO, CESO IV**  
*Regional Director – Region 3*

**HON. FLORIDA P. ROBES**  
*City Mayor*  
City Resolution No. \_\_\_\_\_  
Series of 2025

**GOLDEN ARCHES DEVELOPMENT  
CORPORATION**

**Mr. RUBEN R. MARASIGAN**  
*Vice President – Human Capital Group*

SIGNED IN THE PRESENCE OF:

**ALEJANDRO V. INZA CRUZ**  
Assistant Regional Director, Department of  
Labor and Employment – Region 3

**PERFECTO JAIME L. TAGALOG**  
Head, Public Employment Service  
Office - CSJDM

**JAIMEE A. YOUN**  
Human Resource Business Partner  
Golden Arches Development Corporation

**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>GERALDINE M. PANLILIO</b> |                                      |                       |
| <b>FLORIDA P. ROBES</b>      |                                      |                       |
| <b>RUBEN R. MARASIGAN</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 \_\_\_\_\_ ( ) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

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

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2025.