

Republic of the Philippines  
Province of Cagayan  
**TUGUEGARAO CITY**

**NINTH CITY COUNCIL**

**COMMITTEE REPORT NO. 260-2024**

October 21, 2024

**Submitted by: COMMITTEE ON RULES, LAWS AND ETHICS**

**PRESENT:**

<b>HON. MARC ALDOUS C. BACCAY</b>	- Chairman
<b>HON. JUDE T. BAYONA</b>	- Vice Chairman/ via zoom
<b>HON. GRACE B. ARAGO</b>	- Member/ via zoom

**RESOURCE PERSON:**

<b>Mr. Michael R. Dela Cruz</b>	- Branch Head, LBP
<b>Ms. Kristine Joy Oliveras</b>	- LBP Representative
<b>Atty. Leah Vargas</b>	- City Legal Office Representative
<b>Atty. Monique De Leon</b>	- City Legal Office Representative

**GUEST:**

<b>Hon. Tirso V. Mangada</b>	- SP Member
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**SUBJECT:**

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal.

**FOR THE PRESIDING OFFICER:**

The Members of the Committee met and deliberated on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the draft Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal. The Committee respectfully submits the herein Committee Report and has the honor to report to this August body in session the following actions taken, its findings and recommendations.

**ACTIONS TAKEN:**

The Committee invited the LBP Branch Head, Mr. Michael R. Dela Cruz, the City Treasurer, Mr. Buenaventura F. Lagundi, and Representatives from the City Legal Office, Atty. Leah Vargas and Atty. Monique De Leon during the evaluation of the draft Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal on October 21, 2024.

SPST-004-00

Ref. No. \_\_\_\_\_

The Committee likewise made a thorough perusal of the documents submitted, to wit:

1. Letter from the LBP Branch Head, Mr. Michael R. Dela Cruz, requesting for the approval of an updated copy of Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal.
2. Draft Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal.

**FINDINGS:**

1. The City Government of Tuguegarao, pursuant to the provisions of Republic Act No. 8792, otherwise known as the “Electronic Commerce Act of 2000,” is currently undertaking the modernization of its facility to provide fast and efficient alternative payment collection services to its clientele.
2. Landbank designed and operated the Landbank Link.BizPortal to allow partner-merchants’ clients to directly transact with the Landbank payment gateway or allow partner-merchants to directly interface with the Landbank payment gateway, whichever is applicable.
3. Under Landbank Link.BizPortal, the City Government of Tuguegarao clients may transact business and/or pay their monetary obligations to LGU Tuguegarao via the internet using any of the ePayment models being offered by Landbank.
4. LBP Branch Head, Mr. Michael R. Dela Cruz, mentioned during the committee meeting that the former Head of LBP Tuguegarao Branch, Ms. Praxima L. Lagundi, have already executed a MOA between Landbank and the City Government of Tuguegarao for the availment of the Landbank Link.BizPortal which was approved on February 28, 2023. Unfortunately, it was not implemented because they were not able to secure a clearance from the Branch Group Head, which heads the 62 branches for North-East Luzon, for the implementation of the Electronic Payment Portal.
5. LBP Branch Head, Mr. Michael R. Dela Cruz, also mentioned that when he assumed office on January 2024, they revived the implementation by securing approval from the Branch Group Head so that they could proceed with the implementation of the project.
6. Likewise, prior to the implementation of the project, the LBP shall first have the new MOA signed by the City Mayor and the new Branch Head of LBP Tuguegarao.
7. Upon the execution of the MOA, the LBP shall request for their technical people from their head office to interconnect the existing system installed by DICT with the system of Landbank. This will allow LBP to address the issues raised by Tuguegarao City during the tenure of Ms. Praxima L. Lagundi.
8. The City Treasurer, Mr. Buenaventura F. Lagundi, proposed that the adherence to the Minimum Guaranteed Transaction (MGT) requirement shall be waived for five (5) years. This was supported by Mr. Michael R. Dela Cruz.

9. There is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

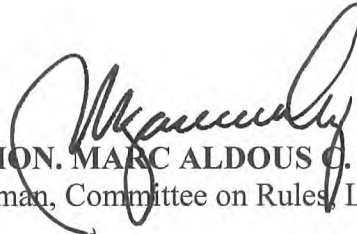
**RECOMMENDATIONS:**

Finding the Memorandum of Agreement to be in order, with merit and beneficial to the constituents of the Tuguegarao City Government, the committee favorably recommends for the approval of the said MOA.

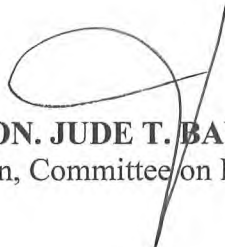
The committee further recommends for the passage of a Resolution Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the Memorandum of Agreement with Development Bank of the Philippines-Tuguegarao Branch.

Attached herewith is the Draft Resolution.

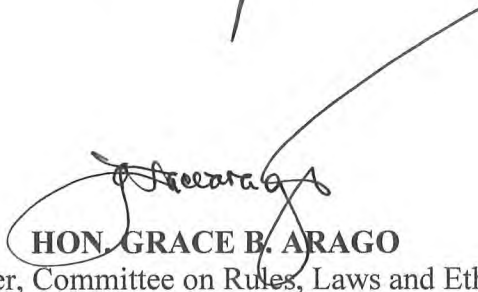
Respectfully submitted:



**HON. MARC ALDOUS C. BACCAY**  
Chairman, Committee on Rules, Laws and Ethics



**HON. JUDE T. BAYONA**  
Vice Chairman, Committee on Rules, Laws and Ethics



**HON. GRACE B. ARAGO**  
Member, Committee on Rules, Laws and Ethics

**DRAFT RESOLUTION APPROVING THE PAYROLL SERVICING AGREEMENT  
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE DEVELOPMENT  
BANK OF THE PHILIPPINES (DBP) AND GRANTING AUTHORITY TO THE CITY  
MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF  
OF THE TUGUEGARAO CITY GOVERNMENT THE SAID AGREEMENT**

**WHEREAS**, the City Government of Tuguegarao, pursuant to the provisions of Republic Act No. 8792, otherwise known as the “Electronic Commerce Act of 2000,” is currently undertaking the modernization of its facility to provide fast and efficient alternative payment collection services to its clientele;

**WHEREAS**, Landbank designed and operated the Landbank Link.BizPortal to allow partner-merchants’ clients to directly transact with the Landbank payment gateway or allow partner-merchants to directly interface with the Landbank payment gateway, whichever is applicable;

**WHEREAS**, under Landbank Link.BizPortal, the City Government of Tuguegarao clients may transact business and/or pay their monetary obligations to LGU Tuguegarao via the internet using any of the ePayment models being offered by Landbank;

**WHEREAS**, LBP Branch Head, Mr. Michael R. Dela Cruz, mentioned during the committee meeting that the former Head of LBP Tuguegarao Branch, Ms. Praxima L. Lagundi, have already executed a MOA between Landbank and the City Government of Tuguegarao for the availment of the Landbank Link.BizPortal which was approved on February 28, 2023. Unfortunately, it was not implemented because they were not able to secure a clearance from the Branch Group Head, which heads the 62 branches for North-East Luzon, for the implementation of the Electronic Payment Portal;

**WHEREAS**, LBP Branch Head, Mr. Michael R. Dela Cruz, also mentioned that when he assumed office on January 2024, they revived the implementation by securing approval from the Branch Group Head so that they could proceed with the implementation of the project;

**WHEREAS**, likewise, prior to the implementation of the project, the LBP shall first have the new MOA signed by the City Mayor and the new Branch Head of LBP Tuguegarao;

**WHEREAS**, upon the execution of the MOA, the LBP shall request for their technical people from their head office to interconnect the existing system installed by DICT with the system of Landbank. This will allow LBP to address the issues raised by Tuguegarao City during the tenure of Ms. Praxima L. Lagundi;

**WHEREAS**, the City Treasurer, Mr. Buenaventura F. Lagundi, proposed that the adherence to the Minimum Guaranteed Transaction (MGT) requirement shall be waived for five (5) years. This was supported by Mr. Michael R. Dela Cruz;

**WHEREAS**, there is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA;

**WHEREAS**, upon the evaluation of the subject referred, the Committee on Rules, Laws and Ethics recommends for the adoption and approval of the Memorandum of Agreement and granting of authority to the City Mayor to sign for and on behalf of the Tuguegarao City Government the said MOA;

**NOW, THEREFORE RESOLVED**, as it is hereby **RESOLVED**, to approve the draft Memorandum of Agreement between the Tuguegarao City Government and the Landbank of the Philippines relative to the Landbank Link.BizPortal and granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

SPST-004-00

Ref. No. \_\_\_\_\_



Tuguegarao Branch  
San Gabriel, Tuguegarao City

September 20, 2024

OFFICE OF THE CITY MAYOR

RECEIVED

Date: SEP 20 2024

Title: *J. P. O.*

By: *[Signature]*

Hon. MAILA ROSARIO TING-QUE  
City Mayor, City Government of Cagayan  
Cang Sur, Tuguegarao City

MADAM,

Reference to the approved enrollment of the City Government of Tuguegarao to LANDBANK's Link.BizPortal Facility, may provide you an updated copy of Memorandum of Agreement. The previous MOA executed was signed by then PRAXIMA L. LAGUNDI, then Branch Head of LANDBANK Tuguegarao Branch, who already retired effective December 31, 2023. The attached MOA is the same in content except for the authorized signatories.

Should you have queries you may call us at (078) 844-0161 or email us at [LANDBANKTUGUE@GMAIL.COM](mailto:LANDBANKTUGUE@GMAIL.COM).

Thank you.

Very truly yours,

*[Signature]*  
MICHAEL R. DELA CRUZ  
Department Manager



*[Handwritten mark]*

*0917 1455-749-7 Christine Olivera*

**MEMORANDUM OF AGREEMENT  
LANDBANK LINK.BIZPORTAL**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

The **CITY GOVERNMENT OF TUGUEGARAO**, a Local Government Unit duly organized and existing under the laws of the Philippines, with principal office address at Carig Sur, Tuguegarao City Cagayan represented herein by its City Mayor, **HON. MARIA ROSARIO TING-QUE**, duly authorized for the purpose of this Agreement, hereinafter referred to as "**CITY GOVERNMENT OF TUGUEGARAO**"

- and -

The **LANDBANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of Republic Act No. 3844, as amended, with principal office address at 1598 M. H. del Pilar cor. Dr. J. Quintos Sts., Malate, Manila, represented herein by its President and Chief Executive Officer, **LYNETTE V. ORTIZ**, through his/her duly authorized representative, **LANDBANK Tuguegarao Branch Head, MICHAEL R. DELA CRUZ**, hereinafter referred to as "**LANDBANK**"

(whenever applicable, **PARTIES** or **PARTY** shall refer to both or either **CITY GOVERNMENT OF TUGUEGARAO** or **LANDBANK**)

**WITNESSETH THAT:**

**WHEREAS**, the **CITY GOVERNMENT OF TUGUEGARAO**, pursuant to the provisions of Republic Act No. 8792, otherwise known as the "Electronic Commerce Act of 2000," is currently undertaking the modernization of its facility to provide fast and efficient alternative payment collection services to its clientele;

**WHEREAS**, **LANDBANK** designed and operated the **LANDBANK Link.BizPortal** to allow partner-merchants' clients to directly transact with the **LANDBANK** payment gateway or allow partner-merchants to directly interface with the **LANDBANK** payment gateway, whichever is applicable;

**WHEREAS**, under **LANDBANK Link.BizPortal**, **CITY GOVERNMENT OF TUGUEGARAO** clients may transact business and/or pay their monetary obligations to **LGU PIAT** via the internet using any of the ePayment models being offered by **LANDBANK**, and subject to the terms and conditions appurtenant thereto;

**WHEREAS**, **CITY GOVERNMENT OF TUGUEGARAO** agrees to enter into direct agreement with **LANDBANK's** Payment Service Provider (PSP) to avail of the ePayment models offered by **LANDBANK**, as applicable;

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

WHEREAS, **LANDBANK** has been chosen as the major depository and financial settlement bank of **CITY GOVERNMENT OF TUGUEGARAO** for Link.Biz Portal transactions, subject to the following conditions mutually agreed upon by the **PARTIES**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants stipulated herein, the **PARTIES** hereby agree as follows:

1. **OBLIGATIONS OF LANDBANK**

1.1 Provide the **LANDBANK Link.BizPortal** to be directly transacted by the **LGU PIAT** clients or to interface, if applicable, with **CITY GOVERNMENT OF TUGUEGARAO's** web application and be able to perform the following:

1.1.1 Online Payment by **LANDBANK** and **CITY GOVERNMENT OF TUGUEGARAO** Clients –

1.1.1.1 The **LANDBANK Link.BizPortal** shall be made accessible to the clients of both **CITY GOVERNMENT OF TUGUEGARAO** and **LANDBANK** through the web and be able to allow said clients to pay their transactional fees and charges assessed online/manually by **CITY GOVERNMENT OF TUGUEGARAO**;

1.1.1.2 The **LANDBANK Link.BizPortal** shall be available to cardholders/clients maintaining a Philippine Peso account either with **LANDBANK** or other banks;

1.1.1.3 The **LANDBANK Link.BizPortal** shall issue a Payment Confirmation Slip as proof of debit to account or an Electronic Official Receipt (eOR) as proof of payment, if available from the **CITY GOVERNMENT OF TUGUEGARAO**; and

1.1.1.4 The **LANDBANK Link.BizPortal** shall likewise allow the clients of **CITY GOVERNMENT OF TUGUEGARAO** and **LANDBANK** to print copy/ies of the aforementioned slips/receipts relating to their online transactions.

1.1.2 Inquiry by **CITY GOVERNMENT OF TUGUEGARAO**–

1.1.2.1 The **LANDBANK Link.BizPortal** shall provide information on the number and total amount of transactions/collections per day in accordance with the Report Format provided in the Merchant Payment Inquiry (MPI) Module.

1.2 Ensure that necessary **LANDBANK Link.BizPortal** security is in place;

1.3 Coordinate with the **CITY GOVERNMENT OF TUGUEGARAO** for the connectivity, user acceptance, and pilot testing, and full implementation of the **LANDBANK Link.BizPortal** project where **LANDBANK** is involved;

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

- 1.4 Allow the **CITY GOVERNMENT OF TUGUEGARAO** to put the **LANDBANK Link.BizPortal link/URL** on its website;
- 1.5 Collect, in accordance with standard business practices and as agreed upon by the **PARTIES**, reasonable transaction fees for both the existing and new payment options from the **CITY GOVERNMENT OF TUGUEGARAO** clients to recover the cost of the implementation of the **LANDBANK Link.BizPortal** enhancements on the use of various payment options, as follows:

Payment Source/Option	Transaction Amount	Transaction Fee / Merchant Discount Rate (MDR)
LANDBANK ATM/Prepaid/Visa Debit Cards	No limit	P7.00
Bancnet-Member Bank ATM/Debit Cards	Subject to issuer bank's policy	P17.00
Cash Payment and e-Wallets (GCash, Maya, ShopeePay and GrapPay)	Subject to wallet provider/cash agent's policy	P30.00
eGov Facility via PCHC Paygate	Subject to issuer bank's policy	P17.00
	P 1,000.00 and below	P30.00
	Average Ticket size of P1,000.00 and below	P30.00
*GPAP-Credit Card Payment (Select applicable transaction amount)	Above P1,000.00	<ul style="list-style-type: none"> <li>• Minimum MDR of 2.5%, if merchant is tax-exempt.</li> <li>• Minimum MDR of 3.0%, if merchant is not tax-exempt.</li> <li>• Cross border fee of 0.05% per transaction for the use of credit card from an issuing bank not located in the Philippines.</li> </ul>

*\*Required Monthly Sales (RMS) volume of P500,00.00, otherwise a Monthly Maintenance and Licensing Fee per Merchant ID of P2,000.00 per month in case the Merchant did not meet the RMS.*

Any changes in the payment options and transaction fees shall be subject to the agreement of both **PARTIES**.

- 1.6 Provide the **CITY GOVERNMENT OF TUGUEGARAO** with the required reports and/or documentation as may be agreed upon by the **PARTIES**; and
- 1.7 Refer to **CITY GOVERNMENT OF TUGUEGARAO** any disputed transaction by the client and provide related information as necessary.

## 2. OBLIGATIONS OF CITY GOVERNMENT OF TUGUEGARAO

- 2.1 Ensure the availability of its internet facility to **LANDBANK**;

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor



MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

- 2.2 Provide relevant information, data, and/or technical support during the pre-implementation stage up to the full implementation stage of the LANDBANK Link.BizPortal;
- 2.3 Undertake to define and design the look and feel of the website in accordance with its corporate communications and marketing guidelines;
- 2.4 Commit to undertake the following:
  - 2.4.1 To designate **LANDBANK** as its major depository and financial settlement bank and all of its offices under its jurisdiction for LinkBiz Portal transactions;
  - 2.4.2 Assist **LANDBANK** in providing information to **CITY GOVERNMENT OF TUGUEGARAO** clients the appropriate transaction fees that **LANDBANK** may rightfully impose on said clients' ePayment transactions;
  - 2.4.3 Submit additional documentary requirements as deemed necessary by PSP for the use of other internet payment gateways;
- 2.5 Responsible for the delivery of the products or provision of the services that are the subject of the transaction of the client with the **CITY GOVERNMENT OF TUGUEGARAO**; and
- 2.6 Resolve any disputed transaction wherein:
  - 2.6.1 The client disputes the nature, quality, use or fitness of the goods sold and/or services entered under the transaction, or alleges that the **CITY GOVERNMENT OF TUGUEGARAO** has breached the terms of the contract of sale or service entered into between the **CITY GOVERNMENT OF TUGUEGARAO** and the client or any representation or warranty made by the **CITY GOVERNMENT OF TUGUEGARAO** to the client; and
  - 2.6.2 The client disputes or denies that the transaction was effected by him or the contract of sale or service with the **CITY GOVERNMENT OF TUGUEGARAO** was entered into by him or delivery of the goods sold and/or performance of the services rendered under the transaction was received by him.
- 2.7 Adhere to the Minimum Guaranteed Transaction (MGT) requirement per year as follows:
  - 2.7.1 Zero transactions for the first year.
  - 2.7.2 At least 50 transactions for the second year,
  - 2.7.3 At least 100 transactions for the third year.

### 3. TERM AND TERMINATION

- 3.1 This Agreement is in effect when signed by the **PARTIES** and shall end when either or both **PARTIES** decide to terminate this Agreement in

accordance with the provisions of this Agreement;

- 3.2 Upon termination of this Agreement, any supplementary agreements shall also be deemed terminated;
- 3.3 This Agreement may be terminated:

3.3.1 Upon occurrence of the following events of default:

3.3.1.1 The failure of either **PARTY** to perform any of its obligations pursuant to the terms of this Agreement due to no fault of the other;

3.3.1.2 Any misrepresentation of a **PARTY**; and

3.3.1.3 In the event of a pattern of continuing or repeated non-compliance, wilful violation, or non-performance of other terms and conditions hereof, which is hereby deemed a material breach of this Agreement.

In such cases, the non-defaulting **PARTY** may, after thirty (30) calendar days prior written notice, terminate this Agreement, provided, that if upon receipt of such notice, the defaulting **PARTY** shall promptly and with all due diligence, cure the default within the notice period, then such notice shall be of no force and effect.

3.3.2 Upon modification resulting in inconsistencies to the provisions of this Agreement, revocation, or substitution with the written and mutual agreement of the **PARTIES** hereto; and

3.3.3 Upon the **PARTIES'** mutual agreement in writing for any cause whatsoever.

- 3.4 Anything in this Agreement to the contrary notwithstanding, any delay in or failure of performance by either **PARTY** of its obligation under this Agreement shall not constitute default or give rise to any right to terminate this Agreement if, and to the extent that, such delay or failure is caused by an occurrence beyond the reasonable control of such **PARTY**, including, but not limited to the following: acts of God; compliance with any order of any governmental authority; acts of war, rebellion, insurrection, riots or sabotage; breakdowns; epidemics; or any other case, whether or not of the same class or kind as those specifically described above, not within the reasonable control of the **PARTY** affected.

Such causes or occurrences affecting performance by either **PARTY** shall not relieve such **PARTY** of liability in the event of its concurring negligence, or in the event of its failure to use due diligence to avoid or to remedy the situation.

The **PARTY** encountering the circumstances referred to above shall without delay provide the other **PARTY** with detailed information of the events constituting the same.

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

Upon consultation, both **PARTIES** shall, decide whether to terminate this Agreement, or to exempt, defer, or suspend the performance of part of obligations of either **PARTY**. Such decision shall be in writing and signed by their respective representatives.

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

#### 4. CONFIDENTIALITY

- 4.1 The **PARTIES** mutually agree that it will hold any confidential information in strict confidence including personal information pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012. Under the terms of confidentiality, the **PARTIES** agree that any such information will be treated with the utmost confidentiality, and that the **PARTIES** and their employees/representatives will use reasonable efforts to protect such information in their possession against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing. The **PARTIES** agree that such information shall not be disclosed to third **PARTIES** without the prior written consent of the other **PARTY**, and that the each **PARTY** will exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement;
- 4.2 In accordance with R.A. 10173 (Data Privacy Act), **PARTIES** shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times; and
- 4.3 Any information received by either **PARTY** shall not be considered as confidential information if:
- 4.3.1 It has been published or is otherwise readily available to the public other than by a breach of this Agreement;
- 4.3.2 Which may now or hereafter come into public knowledge otherwise than as a result of a breach of an undertaking of confidentiality, or which is obtainable with no more than reasonable diligence from sources other than any of the **PARTIES** hereto;
- 4.3.3 Which is required by law to be disclosed to any person who is authorized by law to receive the same;
- 4.3.4 To a court, arbitrator or administrative tribunal, the course of proceedings before it to which the disclosing **PARTY** is a **PARTY**; and

4.3.5 It was known to the receiving **PARTY** prior to its first receipt by such **PARTY**, shown by files existing at the time of initial disclosure.

4.4 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made, unless prior thereto all **PARTIES** have been furnished a copy thereof and have approved the same.

## 5. LIMITATION OF LIABILITY

The **PARTIES** shall hold each other free from any damage and or liability that may arise from or occasioned by the exercise of their rights and obligations under this Agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a **PARTY** or any of its officers, representatives or employees. The **PARTIES** further hold each other free and harmless from any claim or demand brought by their employees, agents, representatives, sub-contractors, clients, or other third persons arising from or related to non-payment of any obligation contracted by either **PARTY** in connection with the services or obligations undertaken pursuant to this Agreement.

## 6. COMMON PROVISIONS

6.1 The **PARTIES** shall jointly formulate and abide by the guidelines and procedures in the implementation of the LANDBANK Link.BizPortal, which shall be supplementary to this Agreement and form an integral part hereof, as applicable;

6.2 The **PARTIES** shall put in place and maintain throughout the Project a mechanism for ongoing consultation between the representative/s of both **PARTIES** on the progress, implementation, and other issues which may arise in connection with the LANDBANK Link.BizPortal and the terms and conditions of this Agreement; and

6.3 All rights, determinations, discretions, or approvals that may be provided for in this Agreement shall be reasonably exercised in good faith and shall not be unreasonably withheld by any of the **PARTIES**.

## 7. GENERAL PROVISIONS

7.1 *Amendment.* Any amendments or additional terms and conditions to this Agreement must be in writing, signed, and acknowledged by the **PARTIES**.

7.2 *Review.* This Agreement, including terms such as but not limited to the utilization and MGT, shall be subject to a yearly review by the **PARTIES** for the purpose of determining necessary amendments or the continued effectivity hereof.

7.3 *Severability.* If any provision of this Agreement is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

validity, legality or enforceability of the other provisions shall be unaffected.

- 7.4 *Effect of Waiver.* An effective waiver under this Agreement must be in writing signed by the **PARTY** waiving its right. A waiver by either of the **PARTIES** of any instance of the other's non-compliance with any obligation or responsibility under this Agreement shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time. All rights and remedies existing under this Agreement are cumulative, and not exclusive of, any rights or remedies otherwise available.
- 7.5 *Venue of Action.* The **PARTIES** shall endeavor in good faith to settle any claim, dispute or controversy through compromise or amicable settlement. However, in the event that the **PARTIES** fail to reach any settlement within a reasonable period, all claims, disputes, and controversies arising from or relating to this Agreement shall be brought before the proper courts of the City of Manila to the exclusion of all other courts.
- 7.6 *Assignment.* A **PARTY** shall not assign, transfer or encumber its right, title and/or obligation under this Agreement without the other's prior written consent, which shall not be unreasonably withheld, and no right, title, interest and/or obligation herein shall be conferred on or vested in any **PARTY** without said written consent. It is understood that no assignment shall release the assigning **PARTY** from any of its obligations hereunder.

MAR A. BATULAN  
Branch Operations Officer

MICHAEL R. DELA CRUZ  
Department Manager

## 8. MISCELLANEOUS PROVISIONS

- 8.1 *Authority.* Each **PARTY** represents and warrants that it has taken all appropriate and necessary corporate actions to authorize the execution and delivery of this Agreement, and to perform and be bound by the terms and conditions hereof.
- 8.2 *Force Majeure.* No **PARTY** shall be deemed to have defaulted or breached this Agreement for any delay or failure to fulfill any obligation by reason of force majeure or fortuitous event, including, but not limited to, strikes, accidents, acts of war or terrorism, civil or military disturbances, natural calamities or acts of God, loss or malfunction of utilities, communications or computer software or hardware; Provided, however, that the **PARTIES** shall resume performance of their respective obligations as soon as reasonably practicable under the circumstances.
- 8.3 *Indemnity.* The **MERCHANT** shall defend, indemnify, and hold LANDBANK, its officers, representatives, and employees, free and harmless from and against all claims, damages, liabilities and costs of every kind and character resulting from or relating to the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant, or obligation of the **MERCHANT**.

BUENAVENTURA F. LAGUNDI  
Provincial Treasurer

HON. MAILA ROSARIO TING-QUE  
Mayor

8.4 *Further Assistance.* Subject to the terms and conditions herein provided, each of the **PARTIES** shall use its best efforts to take such action and execute and deliver such additional documents and instruments as may be reasonably requested or necessary to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the **PARTIES**, through their authorized representatives have hereunto signed this instrument this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

**CITY GOVERNMENT OF  
TUGUEGARAO**

By:

**HON. MAILA ROSARIO TING-QUE**

City Mayor

City Government of Tuguegarao

Date: \_\_\_\_\_

**LAND BANK OF THE PHILIPPINES**

By:

  
**MICHAEL R. DELA CRUZ**

Branch Head

LANDBANK Tuguegarao Branch

Date: \_\_\_\_\_

WITNESSES:

**BUENAVENTURA F. LAGUNDI**

City Treasurer

City Government of Tuguegarao

Date: \_\_\_\_\_

**MAR A. BATULAN**

Branch Operations Officer

LANDBANK Tuguegarao Branch

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippines)  
\_\_\_\_\_ )S.S.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_ personally appeared:

NAME OF CONTRACTING PARTIES	COMPLETE EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
HON. MAILA ROSARIO TING-QUE	<u>LGU ID # 1.1</u>	<u>Jul. 1, 2023</u>
DM MICHAEL R. DELA CRUZ	<u>LBP ID# 9428</u>	<u>12.02.1992</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same is the free and voluntary act and deed and those of the Agency and Bank represented.

This instrument refers to a Memorandum of Agreement consisting of \_\_\_\_\_ (\_\_\_\_) pages, including this page on which this Acknowledgment is written, duly signed by the authorized representatives of the **PARTIES** and their witnesses on each and every page hereof.

**IN WITNESS WHEREOF**, I hereunto set my hand and set this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series 20\_\_\_\_\_.