



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Budş Cor	mmittee on Finance, get and Appropriation And mmittee on Rules and rivileges, Laws and Ordinances	POCR-033-2022 -REQUEST FOR CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE AMENDED	FBA POCR —004	
V E N U E	Conference Room, Sangguniang Panlungsod, Bacoor City	MEMORANDUM OF AGREEMENT WITH LANDBANK OF THE PHILIPPINES.	D A T E July 28, 2022 I M 2:00 Pm E	

COMMITTEE REPORT No. POCR -033-2022 Series of 2022

Referred before the Committees is the above-mentioned subject matter for appropriate action and recommendation

For the record, in a letter dated July 18, 2022 of Atty. Edith C. Napalan, City Treasurer, City of Bacoor, addressed to Hon. Mayor Strike Revilla, City of Bacoor, endorsed the "Amendment of the Memorandum of Agreement for the LANDBANK Link.BizPortal Facility dated October 1, 2020 (Agreement)" for his signature. Photo copy of the Memorandum of Agreement dated October 1, 2020 is herewith attached for ready reference.

In the letter dated July 19, 2022 of Hon. Mayor Strike Revilla then addressed to Hon. Vice Mayor Rowena Bautista-Mendiola, as the Presiding Officer of the Sangguniang Panlungsod, justifies the use of the LANDBANK Link. Biz Portal Facility. The justifications are quoted hereunder, as follows:

- Provide convenience and efficiency to all involved institutions as well as safer and faster delivery of funds.
- Decrease the direct and indirect costs associated with the physical cash or distribution of in-kind goods.



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- Establish accountability and tracking of financial flows, resulting in less corruption and theft.
- 4. De-clog lobby traffic and save on operation costs.

During the committee hearing held on July 28, 2022, MS. RONA GRACE TORRIJOS, attended the hearing as the resource person representing the Office of the City Treasurer.

The honorable members of the Committees for purposes of clarification, requested the resource person to explain the importance of the said LANDBANK facility. Ms. Torrijos explained the worthiness and importance of the LANDBANK Link. Biz Portal Facility to the city government of Bacoor, and the significant reduction on the convenience fees for specific transactions using the facility. The resource person also mentioned some lapses on the application particularly on online payment's advices if the transaction is rejected or successful, which can be cured accordingly if the transaction involves the City of Bacoor.

The Honorable members of the Committees for that matter recommended to call the attention of the LANDBANK of the Philippines to correct the lapses and to further improve the Facility by way of additional application like GCASH and the Electronic Official Receipt for BIR transactions, with among others.

On the question of total revision of the Memorandum of Agreement in order that the amendments could be incorporated, Ms. Torrijos answered and explained that the letter addressed to the City Mayor containing the specific amendments is already binding upon signing of the conformity and notarization. Hon. Coun. Reynaldo Palabrica informed the honorable members of the Committees that the term on the said process is supplemental amendment which is binding without the total revision of the whole of principal agreement.

The honorable members of the Committees finally noted that it is understood that the Office of the Treasurer have already reviewed and verified thoroughly the terms and conditions, and all the contents embodied in the "Amendment of the Memorandum of Agreement for LANDBANK Link.Biz Portal Facility" when the same was endorsed and sent to Hon. Mayor Strike Revilla for his signature.

RECOMMENDATION:

In view of the foregoing, the Committees recommend TO GRANT and TO APPROVE the authority of Hon. Mayor Strike Revilla to enter into and sign on behalf of the City of Bacoor the Amendments of the Memorandum of Agreement dated October 1, 2020 with the LANDBANK of the Philippines



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WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this _____ day of July 2022 at the City of Bacoor, Cavite.

THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

COUN, ROGELIO M. NOLASCO

Chairman

COUN. REYNALDO PALABRICA

Member/Chairman, Committee on

Rules and Privileges, Laws and Ordinances

COUN. CATHERINE S. EVARISTO

Vice-Chairman

COUN. VICTORIO GUERRERO, JR

Member

Prepared by:

RØBERTO A DE GUZMAN

Legislative Staff





5th SANGGUNIANG PANLUNGSOD

	COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Finance, Budget and Appropriation and Committee on Rules and Privileges, Laws & Ordinances		POCR-033-2022 - REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE AMENDED	FBA-004-2022	
VENUE	2 nd FIr. Conference Room Sangguniang Panlunsod City of Bacoor	MEMORANDUM OF AGREEMENT WITH LAND BANK OF THE PHILIPPINES	July 28,2022 02:30 PM	

MINUTES OF HEARING Series of 2022

The Committee Hearing was conducted on July 28, 2022, 2:30 PM, in Conference Room of Sangguniang Panlungsod led by the Committee Chairman on Finance, Budget & Appropriation, Hon. Councilor Rogelio M. Nolasco, Vice Chairman Hon. Councilor Catherine S. Evaristo, Hon. Councilor Reynaldo D. Palabrica Member and Committee Chairman on Rules & Privileges, Laws & Ordinances, Vice Chairman Hon. Councilor Levy Tela, Committee Members, Hon Councilor Alejandro Gutierrez & Hon. Councilor Simplicio Dominguez. In attendance, Miss Rona Grace Torrijos from City Treasury Office.

Hon. Councilor Rogelio M. Nolasco pointed out, what are the particular amendments imposed from previous Memorandum of Agreement dated October 2020 aside from LANDBANK/OFBank ATM and Prepaid Cards Accounts, Participating BancNet-Member Bank ATM/Debit Card Account, PCHC PayGate and additional payment options service fee for LANDBANKPAY payment fee and what mode of online payment are already in used at present.

Miss Rona Grace Torrijos reported the importance of online payment from Landbank and 2 modes of payment frequently used by our client are for paying Real Property Tax and Business Permit. As per records this year 2022, 900 Business establishment used online payment for renewal of permits compared to 20 clients last year 2021. It means it increases the number of clients using online payment. In reducing



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Service Fees, it will encourage more clients to use online payments. 2 mode of payments are still not activated, GCASH and Credit Card Payment but link already exist.

Hon. Councilor Reynaldo D. Palabrica requested to expedite the process of GCASH transaction since most of client are using digitalized mode of payment and this mode of payment is very simple way of processing.

Hon. Members of Committees requested to coordinate with Landbank regarding the payment receipt after transaction to expedite the confirmation in order to forward to client the information.

Hon. Members of Committee on the meeting requested to have a coordination meeting with the presence of Land Bank IT Dept. with our MIS Department to improve the system of online transaction since Landbank were transmitting only the total amount of payment received from the client and not in details to easily determine the name of clients to easily update the records.

It is the consensus of the Honorable Members of Committee in regards to Electronic OR transaction authorized by BIR, the Committee proposed to have a Resolution to add a new agenda requesting coordination meeting between our IT expert, City Treasury and Landbank IT Department for the modifications and improvements of online payment and implementation of OR Electronic Transaction sponsored by Honorable Members of Committee present on this meeting.

The meeting adjourned at 2:58 PM

Prepared by:

Apholasco Edgardo B. Nolasco

Clerk



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	COMMITTEE/S	TITLE OF PROPOSED MEASURE	CC	ONTROL NUMBER	
Committee on Finance, Budget and Appropriations		: [10] [10] [10] [10] [10] [10] [10] [10]		POCR-033-2022	
VENUE	Sangguniang Panlungsod Conference Room, 2nd Floor Bacoor Boulevard, Bayanan City of Bacoor	Amended Memorandum of Agreement with Landbank of the Philippines."	DAT/TIME	2:30 P.M. JULY 28, 2022	

ATTENDANCE

NAME	OFFICE ADDRESS	CELLPHONE /EMAIL ADDRESS	SIGNATURE
Hon. Catherine S. Evaristo	CP 92		2
Hon. Reynalda Palabrica	CP P		1
Hon. Simplicio Dominguez	CP.		Dang
Hon. Levy Tela	SP		€.
40n. Alexandro Gutti(142	SP		If
Hon. Rogelio Nolasco	SP		Justin 8858
Rona Grace torrijos	сть		Afring

Request for a City Resolution authorizing the City Mayor to enter into and sign the amended Memorandum of Agreement with Landbank of the Philippines- POCR-033-2022.



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NAME	OFFICE ADDRESS	CELLPHONE /EMAIL ADDRESS	SIGNATURE
			- 1

Request for a City Resolution authorizing the City Mayor to enter into and sign the amended Memorandum of Agreement with Landbank of the Philippines- POCR-033-2022.





For First Reading: POCR-033-2022- REQUEST FOR A CITY RESOLUTION F.9 AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE AMENDED MEMORANDUM OF AGREEMENT WITH LANDBANK OF THE PHILIPPINES.



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of Agreement with Lundbank

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- 1.3 Coordinate with the LGU BACOOR for the connectivity, user acceptance and prior testing, and full implementation of the LANDBANK Link. BizPortal project where LANDBANK is involved;
- 1.4 Allow the LGU BACOOR to put the LANDBANK Link.BizPone: 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 LGU BACOOR clients to recover the cost of the implementation of the LANDBANK Link. BizPortal enhancements on the use of various payment options, as follows.

PAYMENT OPTION	TRANSACTION AMOUNT	TRANSACTION FEE/MERCHANT DISCOUNT RATE {MDR}
LANDBANK ATMA'isa Debit Cards	No ilmit	₹15.00°
BancNet-Member Bank ATM/Debit Ceros	No limit	P25.00
Giobe G-Cash	P1.00 to P999.00	P25.00
Accounts	P1.000.00 and above	P35.00
Cash Psyment	No locat	P30,00
	P1,000,00 and below	P30,90
GPAP Credit Card Payment	P1.000.00 and above	 Minimum MDR of 2.5%, if merchant is tax-exempt. Minimum MDR of 3.0% if merchant is not tax-exempt.
Other Banks by PCHC PayGate	No limit	P25.00

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

- 1.6 Provide the LGU BACOOR with the required reports and/or opcumentation as may be agreed upon by the PARTIES, and
- Refer to LGU SACOOR any disputed transaction by the client and provide related information as necessary.

2. OBLIGATIONS OF LGU BACOOR

2.1 Ensure the availability of its internet facility to LANDBANK:

- 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,8 zPortal;
- 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 LANDSANK as the depository and financial settlement bank and all of its offices under its jurisdiction for and in connection with the LINKBIZ PORTAL:
 - 2.4.2 Assist EANEBANK in providing information to LGU BACCOR clients the appropriate transaction fees that EANDBANK may rightfully impose on said clients ePayment transactions; and
 - 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 crient with the LGU BACCOR; 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 LGU BACOOR has breached the terms of the contract of sale or service entered into between the LGU BACOOR and the client or any representation or warranty made by the LGU BACOOR to the client; and
 - 2.6.2 The client disputes or denies that the transaction was effected by firm or the contract of sale or service with the LGU BACOOR was entered into by him or delivery of the goods sold ancion performance of the services rendered under the transaction was received by him.

3. TERM AND TERMINATION

- 3.1 This Agreement is in effect when signed by the PARTIES and shall and 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 /2. Any respirator rights to la PARTY, and

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part of obligations of either PARTY. Such decision shall be in writing and signed by their respective representatives.

4. CONFIDENTIALITY

- The PARTIES metually agree that it will hold any confidentia: 4 % 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 fee 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 onlysidal, 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 atrict 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 knewledge otherwise than as a result of a breach of an undertaking of confidentiality or which is obligations with no more than reasonable ditigence 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 tribunar, 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 shell 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 grought 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.

COMMON PROVISIONS

- 5.1 The PARTIES shall jointly formulate and abide by the guidelines and procedures in the implementation of the LANDBANK Link.BrzPortsi, 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 origing consultation between the representatives of both PARTIES on the progress, implementation, and other issues which may arise in connection with the LANDBANK Link Biz Portal and the terms and conditions of this Agreement, and
- 5.3 All rights, determinations, discretions, or approvais 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.

GENERAL PROVISIONS

- 7.1 Amendment. Any amendments or additional terms and conditions to this Agreement must be an writing, signed, and acknowledged by the PARTIES.
- 7.2 Review. This Agreement shall be subject to a yearly review by the **PARTIES** for the purpose of determining necessary emendments or the continued effectivity nergot.

- 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 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 committative, and not exclusive of, any rights or remedies otherwise available.
- 7.5 Vanue 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.
- 7.5 Assignment. A PARTY shall not essign transfer or encumber its right. (Se ancien poligation under this Agreement without the other's phorewritten consent, which shall not be unreasonably withheld, and no right tills, 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.

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.
- 5.2 Force Majeure. No PARTY shall be deamed to have defaulted of breached this Agreement for any delay of failure to fulfill any poligation by reason of force majeure or fodultous event, inducing, but not limited to, strikes, accidents acts of war or terronam, divided or military disturbances, natural calamities or acts of God, less or malfunction or 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 directionstances.
- 8.3 indemnity. The MERCHANT shall defend indomnity, and hold LANDBANK, its officers, representatives, and employees free end harmless from and against all plaims, damages, liabilities and costs of

svery kind and character resulting from or relating to the maccuracy, nonfulfillment or breach of any representation, warranty, covenant, or obligation of the MERCHANT.

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.

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LGU BACOOR

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LAND BANK OF THE PHILIPPINES Sy:

HON, MAY OR LANI M. REVILLA. City Mayor

Date:

DINO M. JAMBALOS Head, Imus Branch Dater _____

WITNESSES:

ATTY: ARSSON G. LABAO

'Ckv Treasurer

EEONOR S. LEE Bank Service Officer

ACKNOWLEDGMENT

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Republic of the Philippines PROVINCE OF CAVITE City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

TRANSMITTAL SHEET

Control No. FBA-004

July 29, 2022

MS. MYLYN AMBAT

SP Secretariat Department City of Bacoor

SUBJECT:

Minutes of Hearing and attendance last July 28, 2022 regarding POCR-033-2022 Request for a City Resolution Authorizing the City Mayor to enter into sign the amended Memorandum of Agreement with Landbank of the Philippines.

Dear Ms. Ambat,

Please find enclosed the **Minutes of Meeting and Attendance Sheet** dated July 28, 2022 from the office of Committee on Finance, Budget and Appropriations.

Thank you and kindly acknowledge receipt hereof.

Respectfully yours,

COUN, ROGELIO M. NOLASCO

City Councilor

CONTACT NO BACOOR CAVITE



CITY OF BACOOR



OFFICE OF THE CITY TREASURER

Fully 18, 2072

HONL STRIKE & REVILLA Sity Mayor Sity of Except

SIR:

Good day!

Respectfully endorsing to your office the "Amendment of the Memorandum of Agreement for the LANDBANK Link, BigPortal Facility dated October 1, 2070 (Agreement)" lowering the convenience fee: for ordine payment for your agreetire.

Thank you.

DEFICE OF THE CITY MAYOR

CITY OF EACOOR, CANTE

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Respectfally yours.

ATTE EDITH C. NAPALAN

City Tressurer

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CITY OF BACOOR

Baçdez Covernment Center: Molling Rivá Bacoez City, Cavata

Attention

HON, STRENG B. PEVILA

City Mayor

Parangh

ATTY COITH C. NAPALAN

City Treasurer

Subject

Amendment of the Memorandain of Agreement for the

CANDRAN'S Junk Barromal Society dated October 1, 2020.

("Agreement")

Dear Hon, Mayor Revilla,

We are pleased to inform you that the Back shall be low-doing the convenience tees for sole sen. Link Biz Portus payment optimas, effective on June 11, 2032, or follows:

	5em	ice Fee
Payment Option	. From	¥0 ;
LANDBANK/CF84nA ATM and Proposil Cards Accords	015 00	P7.06
Participating Banchet-Member Bank APM/Bobit Car-	q 1 225.00	25.7.00
PGPC PayGate	925.00	917.00

The Sank shall also implement additional payment options with the following convenience less
Payment Option Service Fee
LANDBANKPay P7.05

The reduction of convergence fees and the addition of payment options are pursuant to the Bank's strategic injective to serve the nation by provining inclusives safe, convenient, and affordable digital payments solutions to our clients and stakehotizers.

We avoid also like to refer is you that we will also be setting up annother continued transaction requirement officeive June 1, 2027.

Review Persod	· · - · · · · · · · · · · · · · ·	MGT Requirement (Annual)
: 2027		Sone
2033		50 stangartions
2024		100 transactions

With these, LANCEANK greky your consent to the attractivents to our Lusk BraPorta. Facility Agreement on

Land Bark of the Projection

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1 Authorities (\$100): 250 \$100,700, "in west materialists."

- a Reduction of Convenience Poes.
- b. Implementation of Additional Payment Options; and
- c. Implementation of the Mauritan Guarante of Propagation requirements

We thank you for partnering with LANDBANK and for suggestion grain croating's facult to distilled payments and propel the progressive shift towards a custofite without

Should you have any quistion of Carabballon, please rab any member of our Customer Engagement Deportment team. Ettyrine Ag. Katherine New art Migs Cortex at 4322-0000 fcc 2176 or 2179

Mery (rolly yours).

LAND BANK OF THE PHILIPPINES

DINO MIJAMBALOS Bronch Head, India Manch

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City Mayor

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ACKNOWLEDGMENT

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Republic of the Philippines,	:S.S.	City Mayor, filty at POC			
BEFORE ME, ≥ Notary Public for and in personally apposited:					
NAME OF CONTRACYING PARTIES	COMPLETE EVIDENCE DATE:PLACE ISSUED OF IDENTITY	×			
STRIKE B. REVILLA		13 C.			
instrument and acknowledge and those of the Agency au. This instrument refers to a linear transmission without an instrument representatives bage freed. IN WITNESS WHER	own to be the same persons who executed the foregoing got that the same is the free and voluntary act and deed disance represented. Memorandum of Agreement consisting of three (2) pages and this Acknowledgment is written duly signed by the of the PARTIES and their vitnesses on each and every the CEOF, it because only hand and set this tay of	With Mary 1 and 1			
20	NOTARY PUBLIC				
Don No Page No Book No Selet 20					

HON SHORE BLANCON

This Memorandum of Agreement (the "Agreement") made and entered into this <u>iff</u> day of <u>Straws</u>, 2020, by and between:

The LOCAL GOVERNMENT UNIT OF BACOOR, a government entity with principal office address at Baccor City Hali, Mollino Bivo., Bacoor, Cavita, represented herein by its City Mayor, HON, LAN; MERCADO REVILLA, Pareafter referred to as "LGU BACOOR"

- 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. dei Pilar con. Or. J. Quintos Sta., Malete, Manila, represented merein by its President and Chief Executive Officer, CECILIA C. BORROMEO, through his/ner duly authorized representative, Imus Branch Head, DINO M. JAMBALOS hereinafter referred to as "LANDBANK"

(whenever applicable, PARTIES or PARTY shall refer to both or either LGU BACOOR or LANDBANK)

WITNESSETH THAT:

WHEREAS, the LGU BACGOR, 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 atternative payment collection services to its dientele:

WHEREAS, LANDBANK designed and operated the LANDBANK Link. SizPortal to allow partner-merchants objects 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.BizPortai. LGU BACOOR clients may transact business and/or pay their monetary obligations to LGU BACOOR via the internet using any of the ePayment moders being offered by LANDBANK and subject to the terms and conditions appurtenant thereto:

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WHEREAS, LGU BACOOR agrees to enter into direct agreement with LANDBANK's Payment Service Provider (PSP) to avail of the ePsyment models offered by LANDBANK, as applicable:

WHEREAS, LANDBANK shall be the depository bank of LGU BACOOR and all offices under its jurisdiction for and in connection with the LINKBIZ PORTAL subject to the following conditions mutually agreed upon by the PARTIES:

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

OBLIGATIONS OF LANDBANK.

- 1.1 Provide the LANDBANK Link.BizPortal to be directly transacted by the LGU BACOOR circuits or to interface, if applicable, with LGU BACOOR's web application and be able to perform the following:
 - 1.1.1 Online Payment by LANDBANK and LGU BACOOR Clients -
 - 1.1.1.1 The LANDBANK Link, BizPorte: shall be made accessible to the clients of both LGU BACOOR and LANDBANK through the web and be able to allow said clients to pay their transactional fees and charges assessed online/manually by LGU BACOOR;
 - 1.1.1.2 The LANDBANK Linx.BizPortal shall be available to cardholders/clients maintaining a Philippine Peso account either with LANDBANK or other banks:
 - 2.1.1.3 The LANDBANK Link.BizPortal shall issue a Payment Confirmation Skp as proof of debit to account or an Electronic Official Receipt (eOR) as proof of payment, if available from the LGU BACOOR; and
 - 1.1.1.4 The LANOBANK Link.BizPortal shall likewise allow the clients of LGU BACOOR and LANDBANK to print copyries of the aforementioned suppliedelpts relating to their online, transactions.

1.1,2 Inquiry by LGU BACOOR

- 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. SizPortal security is in place: