Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD

BAGONG PILIPINAS
Seal of Good Local Governance AWARDEE

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT

CRPLO-009-2026
PCR-395-2026

Office of the Sangguniang Panlungsod
Received by: Jenet Pring
Date: 10 MAR 2026
Time: 3:15pm

Subject: ***A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Development Bank of the Philippines (DBP) on behalf of the City Government of Bacoor relative to the launching of a Salary Loan Facility (SLP).***

(Date referred: March 09, 2026)

The above-mentioned proposed resolution underwent its first reading on March 09, 2026 during the 33rd Regular Session of the 6th Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

FINDINGS:

A letter from the Office of the City Mayor dated March 04, 2026 was received by the Sangguniang Panlungsod endorsing a letter, dated February 26, 2026 from Ms. Carole A. Atienza II, Head of Development Bank of the Philippines, as regards her request for grant of authority to enter into Salary Loan Facility Agreement through a Memorandum of Agreement between the City Government of Bacoor and the Development Bank of the Philippines.

This endorsement letter is in line with the renewal of accreditation of salary loan facility which also include the copy of the Memorandum of Agreement, Certification of KYC Outsourcing Agreement, and Certification of "No History on Non-Compliance" to the mandatory net take home pay.

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RECOMMENDATION:

During the deliberation on the said request, the Sangguniang Panlungsod found it to be beneficial to the city government officers and employees.

By the motion of Hon. Reynaldo C. Palabrica duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 34th Regular Session.

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

Signed this 16th day of March 2026 at the City of Bacoor, Cavite.

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COUN. REYNALDO C. PALABRICA
Chairman

COUN. LEVY M. TELA
Vice-Chairman

COUN. ADRIELITO G. GAWARAN
Member

COUN. REYNALDO M. FABIAN
Member

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COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

EXCERTPS FROM THE MINUTES OF THE REGULAR SESSION

CRPLO-009-2026
PCR-395-2026

Office of the Sangguniang Panlungsod
Received by: Jonat Pring
Date: 1 8 MAR 2026
Time: 3:17pm

Subject: ***A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Development Bank of the Philippines (DBP) on behalf of the City Government of Bacoor relative to the launching of a Salary Loan Facility (SLP).***

(Date referred: March 09, 2026)

The 34th Regular Session of the 6th Sangguniang Panlungsod was held last March 16, 2026 at the Session Hall of the Sangguniang Panglungsod. City Vice Mayor Hon. Rowena Bautista Mendiola presided the Inaugural Session and was called to order at exactly 10:00 a.m.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod proceeded with the roll call, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Honorable Reynaldo C. Palabrica moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No **G.11-PCR 395-2026** – "***A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Development Bank of the Philippines (DBP) on behalf of the City Government of Bacoor relative to the launching of a Salary Loan Facility (SLP).***," City

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Councilor Reynaldo C. Palabrica moved for the approval of the above-mentioned subject matter.

The motion was unanimously seconded by all the Honorable Members of the 6th Sangguniang Panlungsod. A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Development Bank of the Philippines (DBP) on behalf of the City Government of Bacoor relative to the launching of a Salary Loan Facility (SLP) was **approved.**

Prepared by:

RONALDO M. VERONA
Administrative Aide

Attested by:

COUNCILOR REYNALDO C. PALABRICA
Chairman

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PCR 395-2026 - A RESOLUTION AUTHROIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP) ON BEHALF OF THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE LAUNCHING OF A SALARY LOAN FACILITY (SLP)

CGBCR-MO-02-F03.05
02/04/2026

Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City

BAGONG PILIPINAS
Seal of Good Local Governance AWARDEE

ENDORSEMENT LETTER

03 March 2026

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
6th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

THRU : **ATTY. KHALID A. ATEGA JR.**
Sangguniang Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT : **ENDORSEMENT OF LETTER-REQUEST OF MS. CAROLE A. ATIENZA II**

Dear **Hon. Bautista-Mendiola**,

Greetings in the name of public service!

The undersigned is respectfully endorsing to your good office the letter, dated 26 February 2026, from Ms. Carole A. Atienza II, Head of Development Bank of the Philippines, as regards her request for grant of authority to enter into Salary Loan Facility Agreement through a Memorandum of Agreement between the City Government of Bacoor and the Development Bank of the Philippines.

Attached herewith is a copy of letter-request along with other relevant documents for your evaluation and appropriate action.

Thank you very much for your kind attention to this request.

Sincerely yours,

STRIKE B. REVILLA
City Mayor

Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph

Cert. no. 24/181809

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BAGONG PILIPINAS — Seal of Good Local Governance AWARDEE

DBP — DEVELOPMENT BANK OF THE PHILIPPINES

BAGONG PILIPINAS

February 26, 2026

HON. STRIKE B. REVILLA
City Mayor
City of Bacoor, Cavite

Thru: ATTY. AIMEE TORREFRANCA - NERI
City Administrator

Subject: Request for Authority to Enter into Salary Loan Facility Agreement with the Development Bank of the Philippines (DBP)

Dear Honorable Mayor Revilla,

Warm greetings!

In line with the renewal of accreditation of salary loan facility, we respectfully request the passage of a Sangguniang Resolution granting authority to the City Mayor to enter and sign the Memorandum of Agreement on behalf of the City Government.

Attached are copies of the Memorandum of Agreement, Certification of KYC Outsourcing Agreement, and Certification of "No History on Non-Compliance" to the mandatory net take home pay.

Thank you for your continued support and favorable consideration.

Respectfully yours,

CAROLE A. ATIENZA II
Head, DBP Bacoor Branch

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BAGONG PILIPINAS AWARDEE

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Province of Cavite
CITY OF BACOOR
Office of the Mayor

* SAMPLE / GUIDE ONLY

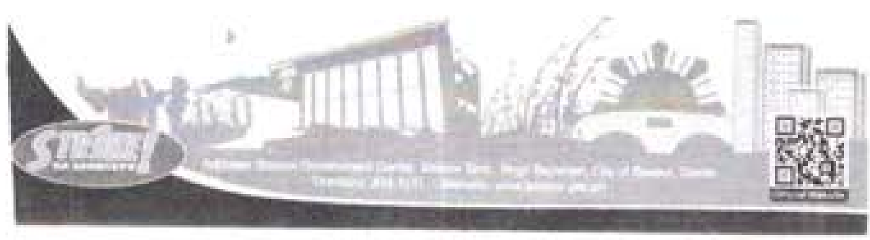
CERTIFICATE OF NO HISTORY OF NON-COMPLIANCE

To whom it may concern

This is to certify that the **City of Bacoor Cavite** has no history of non-compliance in the mandatory net take home pay of its officials and employees per latest COA audit report for the calendar year 2022

Issued this ___ of February 2023 for whatever legal purpose it may serve

HON. STRIKE B. REVILLA
City Mayor



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Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

CITY RESOLUTION NO. 2022-103
Series of 2022

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT WITH THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP) ON BEHALF OF THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE LAUNCHING OF A SALARY LOAN FACILITY (SLF).

Sponsored by:

HON. ROGELIO M. NOLASCO

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Alde Jose F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, on October 11, 2022, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement with the Development Bank of the Philippines (DBP) regarding the giving of financial assistance in form of salary loans to qualified officials and employees of the City Government of Bacoor.

WHEREAS, the Sangguniang Panlungsod deliberated on the said request and found it to be beneficial to the city government officials and employees.

NOW THEREFORE, upon the motion of Hon. Rogelio M. Nolasco, unanimously seconded by the body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED by** the Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the agreement for Salary Loan Facility (SLF) with Development Bank of the Philippines (DBP).

RESOLVED LASTLY, to furnish the Office of the City Mayor, Development Bank of the Philippines (DBP), the

[illegible]

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City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

University of the Philippines Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 17th day of October 2022 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of the City of Bacoor, Cavite on the 17th day of October 2022.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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Cert. no. 24/181809

DEVELOPMENT BANK OF THE PHILIPPINES

CERTIFICATION

This certifies that the **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)** and **CITY OF BACOOR, CAVITE** have agreed not to resort to the availment of KYC Outsourcing Agreement provisions as provided for on page__ Section C of the Salary Loan Memorandum of Agreement dated ________________.

This further certifies that only designated DBP employees are authorized to conduct the required initial face-to-face contact and gathering of minimum customer information and documents of **CITY OF BACOOR, CAVITE's** officers and employees who will apply for Salary Loans with DBP with the intention of recording their true and full identity prior to approval of any loan application.

The provisions of this Certification shall continue to hold true all throughout the validity of the subject MOA unless otherwise revoked.

Issued in _________, _______ this ____ day of ____________ 2026.

DEVELOPMENT BANK OF THE PHILIPPINES	**CITY OF BACOOR, CAVITE**
By:	**By:**
VP CHED B. SY Head, BBG Southern Luzon	**HON. STRIKE B. REVILLA** City Mayor

NOTARY PUBLIC

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MEMORANDUM OF AGREEMENT

This **MEMORANDUM of AGREEMENT** (the "Agreement") made and executed by and between:

The **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)**, a government financial institution created under Executive Order No. 81 dated December 3, 1986, otherwise known as the Revised Charter of the Development Bank of the Philippines, as amended by Republic Act 8523 dated February 14, 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City with Regional Office at **DBP Bldg. Merchan St. Lucena City Quezon Province**, represented herein by **CHED B. SY**, in his/her capacity as Head, **Branch Banking Group - Southern Luzon**, as shown in the attached Secretary's Certificate for Board Resolution, hereinafter referred to as the "DBP" or the "Bank".

-and-

CITY OF BACOOR, CAVITE, a government **unit** duly organized and existing under the laws of the Republic of the Philippines, with principal office at **Bacoor Government Center, Bayanan, Bacoor City, Cavite**, represented herein by **HON. STRIKE B. REVILLA**, **City Mayor**, as shown in the attached Secretary's Certificate for Board Resolution, hereinafter referred to as the "Participant".

(individually referred to as the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, DBP has launched a salary loan facility (hereinafter referred to as the "**Salary Loan Facility**" or "**SLF**") to provide financial assistance in the form of salary loans to qualified officers and employees of the Participant (hereinafter referred to as the "**Borrower/s**") in accordance with the DBP Consumer Lending for Officers and Employees of Government Agency/Government-Owned and -Controlled Corporation (GOCC)/Local Government Units/Electric Cooperative/Local Water District;

WHEREAS, in consideration of DBP's agreement to extend salary loan facility (hereinafter referred to as the "**Loan**") to the said Borrowers, the Participant has agreed to fulfill certain obligations relative to its accreditation, the eligibility of the Borrowers, and the remittance to DBP of the monthly amortizations due, in accordance with the SLF Guidelines hereinafter set forth in **Annex "A"** hereof.

NOW, THEREFORE, for and in consideration of the above premises, the Parties have mutually agreed, as follows:

A. OBLIGATIONS OF THE PARTICIPANT

The Participant undertakes and agrees that during the term of this Agreement, it shall:

1. Certify that the Borrower and his/her co-maker have no pending/approved loan application with other financial institution or any government institutions with higher priority over DBP per GAA, i.e. Pag-ibig, GSIS, Cooperative, etc. for the last three months and which are not yet reflected in the payslip.

2. Ensure that Borrowers shall not be allowed to apply for additional loan from other financial institution if it will adversely impact the borrower's minimum NTHP.

CITY OF BACOOR by:
HON. STRIKE B. REVILLA
City Mayor

DBP by:
VP CHED B. SY
Head, BBG Southern Luzon

ATTY. EDITH C. NAPALAN
City Treasurer

CAROLE A. ESPENZA II
Head, Bacoor Branch

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3. Ensure and certify that each Borrower and his/her co-maker (if any) possesses all the qualifications of an Eligible Borrower, as defined in the SLF Guidelines;

4. Ascertain that the salary application forms ("Salary Application/Agreement Forms") and the Special Power of Attorney (Annex B and C, respectively) are duly accomplished by the Borrower and his/her co-maker (if any) and the information provided are true and correct;

5. Designate and identify the duly authorized and responsible officers of the Participant, preferably the Head of the HR Department/Unit or its equivalent, who will endorse and certify that the DBP's requirements for eligibility of the Borrower and his/her co-maker, if any, have been complied with;

6. Undertake, within thirty (30) banking days from knowledge of any non-compliance, to do necessary measures to address such non-compliance, to the mandatory amount of (NTHP) or Participant's prescribed net take home pay of the Borrowers;

7. Collect or cause the collection of the loan amortization due on the Loans from the Borrowers through automatic payroll deductions commencing on the payroll month immediately following the date of release of the Loans. The Participant shall continue deducting the amortization from the Borrower's salary until the full payment of the Loan based on the schedule submitted to the Participant by DBP;

8. Within a maximum of ten (10) banking days from the last salary pay day of the month, remit to DBP the amortizations due from the Borrowers that were deducted from their respective payroll;

9. Ensure, through its Treasurer or Accountant, or any authorized representative, that the total amount of the monthly amortization to be remitted to DBP tallies with the amount stated in the Billing Statement presented by DBP;

10. In case a Borrower who availed of the Loan is transferred or seconded to another Government Agency, GOCC, Local Government Units, Electric Cooperative, or Local Water District, which is an accredited participant of DBP under the SLF Guidelines, the Participant shall notify DBP in writing within three (3) banking days from the date the transfer or secondment occurred. The Participant shall likewise inform the new office, in writing, regarding the obligation of the Borrower with DBP;

11. In case a Borrower who availed of the Loan is transferred or seconded to another Government Agency, GOCC, Local Government Units, Electric Cooperative, or Local Water District, which is not an accredited participant of DBP under the SLF Guidelines, or in case the Borrower is separated from, or terminated, or retired, resigned, or goes on Absence Without Official Leave (AWOL), the outstanding Loan of the said Borrower shall become due and demandable and the Participant shall notify DBP in writing within three (3) banking days from the date of such separation, transfer, secondment, termination, retirement or resignation or AWOL of the Borrower. For this purpose, the Participant agrees not to issue any property/accountability clearance in favor of its Borrower concerned until the corresponding amount due to DBP from such Borrower has been duly remitted and paid, as certified to by DBP in writing;

12. In case of death of a Borrower who availed of the Loan, the outstanding Loan of the said Borrower shall become due and demandable and the Participant

CITY OF BACOOR by:
HON. STRIKE B. REVILLA
City Mayor

ATTY. EDITH C. NAPALAN
City Treasurer

DBP by:
VP CHED B. SY
Head, DBP Southern Luzon

CAROLE A. AZNAR II
Head, Bacoor Branch

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shall notify DBP in writing within three (3) banking days from the date the death occurred;

13. Unless the Borrower presents to the Participant a certificate from DBP certifying that all outstanding obligations of the Borrower have been fully settled, the Participant shall withhold the corresponding amount due to DBP from all monies and benefits or other remunerations due, if any, accruing to any Borrower whose services were terminated or who has resigned and/or retired from the service or who went on Absence Without Leave (AWOL) and remit the amount collected to DBP as may be sufficient to satisfy the Borrower's outstanding obligation with DBP within five (5) banking days from the date of collection/deduction;

14. In the event that the amount collected from the Borrower under Item (8), (11) or (13) is insufficient to fully pay the Loan, the Participant shall deduct and collect from the salary and other monies due to the Borrower's co-maker, if any, the balance of the Loan and immediately remit the amount collected to DBP;

    If the full amount of the obligations cannot be satisfied from the deductions against the Borrower or co-maker, then the balance shall be set-off against all monies or deposit account which the Borrower or his/her co-maker has with DBP, if any;

15. In case the co-maker of a Borrower is transferred or seconded or terminated or died or who has resigned or retired or who went on Absence Without Official Leave (AWOL), the Participant shall notify DBP in writing within three (3) banking days from the date of termination, resignation, death, separation or when the co-maker went on Absence Without Leave (AWOL), as the case may be. The Participant shall likewise require the Borrower to replace such co-maker.

16. Assist in the implementation of the SLF Guidelines, rules, and policies of DBP, as well as the terms and conditions of the Salary Loan Application/Agreement Forms and Promissory Notes and other documents signed by the Borrower and his/her co-maker.

B. OBLIGATIONS OF THE BANK

DBP undertakes and agrees to provide the Participant, from time to time, with the following:

1. The funding for the SLF under the terms and conditions/guidelines of the Salary Loan Facility;

2. Copies of the Salary Loan Application/Agreement Forms and Promissory Notes duly accomplished and signed by the Borrowers and co-makers, if any;

3. A copy of the Special Power of Attorney (SPA) executed by the Borrower/s and co-maker/s (if any) in favour of DBP, authorizing the latter to deduct from their deposit/payroll account with DBP any outstanding amount due on the Loan in case of payment default arising from: (i) the failure or delay of the Participant to remit within a maximum of ten (10) banking days from the last salary pay day of the month the amortization deducted from the Borrower, and (ii) failure of the Participant to withhold and remit to DBP all amounts due from the Borrower in case of the latter's retirement / resignation/ separation or termination from the service;

4. A list of the Participant's officers and employees or Eligible Borrowers (and their co-makers, if any) whose Salary Loan Applications have been approved.

CITY OF BACOOR by:
HON. STRIKE B. REVILLA
City Mayor

ATTY. EDITH C. NAPALAN
City Treasurer

DBP by:
VP CHED B. SY
Head, BBG Southern Luzon

CAROLE L. ATIENZA II
Head, Bacoor Branch

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stating among others, the approved amounts, the dates of approval, and the schedule of amortization payments.

5. The list of Borrowers (and their co-makers, if any) whose accounts are in arrears; and

6. Any changes or amendment to the Salary Loan Program Terms and Conditions/Guidelines.

C. OUTSOURCING ARRANGEMENT

The Parties may resort to outsourcing arrangement should the circumstances of the Agreement warrant, in which case, said arrangement shall be governed by the following terms and conditions, as may be applicable:

1. The Participant shall be responsible for applying the identification procedures and obtainment of the identification requirements, including face-to-face contact of its officers and employees in accordance with the "Know Your Customer" (KYC) requirements of Republic Act No. 9160, otherwise known as the "Anti-Money Laundering Act of 2001", as amended by Republic Act Nos. 9194, 10167, 10365, and 10927, its Revised Implementing Rules and Regulations, relevant BSP regulations covering AMLA and DBP's MTPP and its revisions and amendments.

2. DBP, subject to existing rules on outsourcing of specified banking activities, hereby authorizes the Participant to conduct the required face-to-face contact and the gathering of minimum customer information and documents of the Participant's officers and employees who will apply for Salary Loans with DBP with the intention of recording their true and full identity.

3. The outsourcing arrangement to be established between the Participant and the Bank shall be subject to compliance with the following conditions:

   a. Ensure that the employees or representatives of the Participant gathering the required information/documents of, and/or conducting face-to-face contact with the Participant's officers and employees undergo equivalent training program as that of DBP's own employees undertaking a similar activity. For this purpose, the Participant and DBP agree to conduct the necessary training program to ensure that this facility will not be used as conduit for money laundering activities;

   b. DBP shall monitor and conduct annual review of the performance of the Participant to determine whether or not to continue with the arrangement;

   c. Exercise of the required due diligence by the Participant in obtaining the minimum required information and/or documents and corresponding verification of the provided customer information vis-à-vis the submitted documents in compliance with the KYC Policy;

   d. Turn-over by the Participant of all identification information and/or documents to DBP within a period not exceeding sixty (60) calendar days from date of receipt by the Participant of the DBP's KYC record forms; and

CITY OF BACOOR by:
HON. STRIKE B. REVILLA
City Mayor

ATTY. EDITH C. NAPALAN
City Treasurer

DBP by:
VP CHED B. SY
Head, BBG Southern Luzon

CAROLE [illegible]ENZA II
Head, Bacoor Branch

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e. DBP shall carefully review the transmitted information and documents relating to the Participant's officers and employees availing of the Bank's Salary Loans.

4. The Participant's officer/employee gathering the required information/documents of, and/or conducting face-to-face contact with the Borrower shall have the obligation not to divulge in any manner, directly or otherwise, confidential information that he/she may receive, be privy to, learn of, and/or obtain from the Participant's employee who will apply for Salary Loans with DBP to other party except to DBP. He/she shall exercise the highest degree of care in safeguarding and ensuring the confidentiality and non-disclosure of all confidential information, and shall fully comply with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

D. EFFECTIVITY OF THE AGREEMENT

This Agreement is effective from date of signing hereof until the same is suspended/terminated as circumstances may warrant in accordance with Article/s E and F, respectively, of this Agreement.

E. CANCELLATION/TERMINATION OF THE AGREEMENT

The Agreement may be cancelled/terminated under any of the following circumstances after thirty (30) calendar days from the date of written notice from any of the Parties.

1. Upon the occurrence of an Event of Default, as stated in Article F of this Agreement, or at the discretion of the Bank as it may deem warranted based on the results of the review conducted; or

2. At the instance of the Participant to be covered by Resolution or any equivalent document issued by the highest governing body or head of the agency/instrumentality or any persons with delegated authority of such agency/instrumentality to issue such document; or

3. By mutual written agreement of the Parties.

The cancellation or termination of this Agreement, however, shall not in any way prejudice, diminish or abate any cause of action which has already accrued to either of the Parties prior to or at the time of its cancellation or termination. Notwithstanding the cancellation or termination of this Agreement, the Participant shall comply with its commitments and obligations respecting the Loans already granted and availed prior to such cancellation or termination until all obligations of the Borrowers are fully paid.

F. SUSPENSION AND REINSTATEMENT OF THE AGREEMENT

1. DBP may, at any time, suspend the Agreement, upon the happening of any of the following events (hereinafter referred to as the "Events of Default"):

   a. There is misrepresentation as to the eligibility of any of the Borrower/co-maker as defined/provided in the SLF Guidelines particularly the required residual net take home pay of the Borrower;

   b. The Participant fails to collect any amortization due through automatic payroll deduction despite the availability of the residual net take home pay of the Borrower in any payroll month;

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HON. STRIKE B. REVILLA
City Mayor

DBP by:
VP CHED B. SY
Head, BBG Southern Luzon

ATTY. EDITH C. NAPALAN
City Treasurer

CAROLE L. ARENZA II
Head, Bacoor Branch

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c. The Participant fails to remit to DBP the amount due and collected from the Borrowers within a maximum of ten (10) banking days from the last payroll date of the month or <u>DBP is unable to automatically deduct from the individual payroll account of the Borrowers the corresponding amount of amortizations due from the Loan due to insufficiency of funds</u>.

d. The Participant fails to duly inform DBP of the transfer/secondment or termination/resignation/retirement from the service of the Borrower or his/her co-maker (if any) within three (3) banking days from such transfer/secondment, termination/ resignation/retirement from the service.

e. The Participant fails to withhold and remit the corresponding amount due to DBP from all monies and benefits accruing to any Borrower who has been terminated/resigned/retired from the service;

f. The Participant breached the past due rate cap of <u>**6.00**</u>%. DBP shall send a prior written notice to the Participant on the adjusted delinquency cap;

g. The Participant is in breach of any of its obligations, or terms and conditions under this Agreement; or

h. Any adverse information on the Participant received by DBP.

2. DBP may lift the suspension of the Agreement after determination on the substantial compliance of the Participant relative to the terms and conditions of the accreditation and/or the Participant's Borrowers' substantial compliance of the terms and conditions/guidelines of the SLF. This Agreement may likewise be reinstated upon written agreement of both Parties.

G. OTHER CONDITIONS

1. The final determination of eligibility of the Participant and/or Borrower and his/her co-maker (if any) under the SLF shall be at the sole discretion of DBP. Participant agrees that DBP may change the terms and conditions/guidelines of the SLF provided that the Participant is duly notified of the change/s thereto.

2. <u>The due date per SLF availment made by the Borrowers of the Participant shall not be later than **(maximum of ten (10) calendar days from the last salary pay day of the month)** of the immediately succeeding month.</u>

3. All loans under the Bank's SLF shall be governed by this Agreement and the Bank's SLF Guidelines.

H. SEPARABILITY OF PROVISIONS

If any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, the remaining provisions shall not be affected and shall remain valid, subsisting and enforceable.

I. SUPPLEMENTS AND AMENDMENTS

The Parties, as mutually agreed upon, may execute a written supplement or amendment here to add, modify, change, amend or exclude any provision of this Agreement.

J. NO GIFT POLICY

Both Parties acknowledge that no gift, fee, commission or benefit in favor of any of the DBP's officers and/or employees and/or any other persons is required as a condition to, or as an additional consideration for, the approval of the Loan or its

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renewal/extension/reinstatement. The Participant further acknowledges that under DBP's Code of Ethics, DBP's personnel have the duty to report to superior officers any possible violation of the policy.

K. DATA PROTECTION AND SHARING

Unless prohibited by applicable law, the receiving Party may disclose client information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "**Process**") in the various jurisdiction in which they operate either for purposes related to the SLF, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "**Process Purposes**"), provided that the written consent of the disclosing Party has been secured, and provided further that the receiving Party and third parties to whom the Confidential Information were disclosed shall strictly adhere to the confidentiality of the information. The receiving Party shall be responsible for maintaining the confidentiality of information.

Whenever applicable in performing its obligations under this Agreement, the receiving party shall, at all times, comply with the provisions of the Data Privacy Act of 2012, its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated related to data privacy and the protection of personal information.

For this purpose, with respect to the submission, collection and processing of the personal data of data subject/s that may be affected by this Agreement, the Party collecting personal data represents that it has (i) informed said data subject/s of the purpose/s for which his/their personal data have been submitted, collected and processed as well as his/their rights as data subjects; and (ii) obtained consent from the said data subject/s for the collection and processing of his/their personal data/information in accordance with the Data Privacy Act of 2012 and its IRR.

L. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by Philippine laws. The Parties agree that any conflicts, controversies, issues or disputes which may arise within or during the effectivity of this Agreement shall, in their best efforts, try to settle the same among themselves.

In case of failure to come to an amicable settlement, all disputes between the Parties arising from the interpretation or application of this Agreement shall be administratively settled or adjudicated in the manner provided under Chapter 14 of Book IV of the Executive Order No. 292 dated July 25, 1987, as amended.

IN WITNESS WHEREOF, the Parties through their respective authorized representatives have hereunto signed this Agreement this _____ day of ________ 20___ at ______________________.

DEVELOPMENT BANK OF THE PHILIPPINES	**CITY OF BACOOR, CAVITE**
By:	By:
CHED B. SY Head, BBG Southern Luzon	**HON. STRIKE B. REVILLA** City Mayor

CITY OF BACOOR by:
HON. STRIKE B. REVILLA
City Mayor

ATTY. EDITH C. NAPALAN
City Treasurer

DBP by:
VP CHED B. SY
Head, BBG Southern Luzon

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SIGNED IN THE PRESENCE OF

CAROLE A. ATIENZA II Head, DBP Bacoor Branch	**ATTY. EDITH C. NAPALAN** City Treasurer

ACKNOWLEDGEMENT

Republic of the Philippines)
_________________) SS.

At_________________, this __ day of _______, 20__, personally appeared:

Name	Competent Proof of Identity	Date /Place Issued
CITY OF BACOOR CAVITE BY: Hon. Strike B. Revilla	____________	____________
DBP: VP Ched B. Sy	____________	DBP Head Office

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed as well as those of the principals that they represent. This instrument consisting of __ pages pertains to a Memorandum of Agreement and signed by the parties and their witnesses on each and every page.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _______
Book No. _______
Page No. _______
Series of 20__.

CITY OF BACOOR by
HON. STRIKE B. REVILLA
City Mayor

DBP by
VP CHED B. SY

ATTY. EDITH C. NAPALAN
City Treasurer

CAROLE A. ATIENZA II
Head, Bacoor Branch

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Memorandum of Agreement

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ANNEX A

GENERAL TERMS AND CONDITIONS OF THE SLP

I. ACCREDITATION REQUIREMENTS (FOR NEW AND RENEWAL)

A. Council/Sanggunian/Board Resolution or Letter of Intent or any equivalent document (as applicable) containing the following:

1. Intention to avail of the Bank's Salary Loan Facility; and
2. The names of the authorized signatories and their respective signatures.

B. Duly filled out Accreditation Form with loan and CASA-ADB deposits details
C. Certification of "No History of Non-compliance" to the mandatory amount of net take home pay per latest COA audit report available or the SLP prescribed net take home pay as certified by the authorized signatory designated in the MOA *(for Renewal of Accreditation)*
D. Updated officers/officials of the SLPs and their authorized signatories as certified by the Secretary or authorized signatory of the SLP *(for Renewal of Accreditation)*
E. Updated MOA, incorporating changes, *if any (for Renewal of Accreditation)*
F. Updated Resolution or any equivalent document, *if necessary (for Renewal of Accreditation)*
G. Maintenance of a Deposit or Payroll Account

II. FEATURES OF THE SALARY LOAN FACILITY

A. Low Interest Rate
B. No Collateral
C. Multi-purpose Loan
D. Payable in Equal Monthly Amortization
E. Flexible Payment Terms of up to 48 Months
F. Easy Repayment Method via Salary Deduction or Auto-Debit Arrangements to payroll or individual borrower's deposit account
G. Up to a Maximum Loan Amount of P2,000,000.00

III. ELIGIBILITY CRITERIA

An "Eligible Borrower" is one who possesses the following eligibility criteria

A. Regular Employees

1. Age must be from 21 to 64 years old upon loan maturity;
2. Permanent status as certified by HR/Personnel;
3. No leave of absence without pay for the past 12 months or if the borrower's permanent status is less than 1 year at the time of the filing of his/her SLF application, the requirement is from the date of his/her appointment up to date of his/her SLF application;
4. No pending/approved loan application with the any government institutions with priority over DBP per GAA, i.e., Pag-ibig, GSIS, Cooperative, etc. for the last three (3) months and which are not yet reflected in the payslip;
5. No pending administrative case;
6. Not due for retirement during the term of the loan;
7. Residual net take home pay should be within the minimum after loan amortization as required based on the most recent General Appropriations Act (GAA) or SLP prescribed net take home pay.

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City Mayor

DBP by:

VP CHED B. SY
Head, BBG Southern Luzon

ATTY. EDITH C. NAPALAN
City Treasurer

CAROLE A. MENDOZA II
Head, Bacoor Branch

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8. NFIS checking for New-New Loan Accounts; and
9. Must not be related to a DBP Director, Officer or employee within the 1st degree of consanguinity or affinity.

B. Elective Officials and Co-terminus Employees

1. Age must be at least 21 years old;
2. Term of office should not be less than 15 months at the time of loan release;
3. No leave of absence without pay for the past 12 months or if the borrower's election to the office/appointment is less than 1 year at the time of the filing of his/her SLF application, the requirement is from the date of his/her election to the office/appointment up to date of his/her SLF application;
4. No pending/approved loan application with the any government institutions, i.e., Pag-ibig, GSIS, Cooperative, etc. for the last three months.
5. No pending administrative case;
6. Residual net take home pay should be within the minimum after loan amortization as required based on the most recent GAA or SLP prescribed net take home pay;
7. Favourable NFIS results for New-New Loan Accounts;
8. Must not be related to a DBP Director, Officer or employee within the 1st degree of consanguinity or affinity.

IV. AVAILABILITY OF THE APPROVED SLF

Availability period of the approved SLF shall be within thirty (30) calendar days from notice of approval. Individual Borrower shall be notified by the Bank about their approved loan within three (3) banking days from date of approval.

V. COLLECTIONS & REMITTANCES

A. Pursuant to the executed MOA and the authority given by the Borrower to the SLP Paymaster based on the duly filled-out and approved SLF application form, the Paymaster of the SLP shall deduct the loan amortization amount as reflected in the monthly SOA from the salary of the employee-borrower to commence on the immediately succeeding salary pay day following the date the loan was granted.

B. The Treasurer/Cashier/Disbursing Officer or any authorized officer of the SLP shall remit to DBP the total amount of loan amortization collected for the month before the set due dates of the loan.

C. The Treasurer/Cashier/Disbursing Officer or any authorized officer of the SLP shall issue and deliver the corresponding check to DBP together with the list of the borrowers and the amount of deduction from their salaries.

D. Upon receipt of the check representing remittance of the collection made, the authorized representative of the Bank shall issue the corresponding Official Receipt (OR) for the amount of remittance received from the authorized representative of the SLP.

VI. LOAN REAVAILMENT/RENEWAL

Loan re-availment/renewal shall be allowed based on the criteria set for the grant of re-availment/renewal of SLF.

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VII. OTHER LOAN PROVISIONS

A. Transfer of a Borrower/Co-Maker

The following shall be observed in case of transfer/re-assignment/secondment of a Borrower or Co-maker.

1. Transfer/Re-assignment/Secondment of a Borrower

a. The loan shall be considered due and demandable in case a Borrower is transferred/re-assigned to a non-SLP accredited office.

b. In case a Borrower is re-assigned/transferred to an office duly accredited by the Bank as an SLP, the SLP shall be required to inform and instruct in writing the Disbursing Officer/Paymaster of the Borrower's new work station as follows:

1. To include the Borrower in its payroll masterlist;
2. To deduct from the salary of the Borrower-Employee the monthly amortization due; and
3. To remit said amount to their servicing DBP Branch before the set due dates of the loan.

2. Transfer/Re-assignment/Secondment of a Co-maker

a. The Participant shall notify DBP in writing within three (3) banking days from the date the transfer occurred.

b. It shall require the Borrower to provide a replacement of the Co-maker with a qualified co-maker within 3 working days from date of the transfer/re-assignment.

B. Death of a Borrower/Co-maker

1. In case of death of the Borrower, the Participant shall comply with the obligation stipulated in the MOA.

2. In case of death of the Co-maker, the Participant shall:

a. Notify DBP in writing within three (3) banking days from the date the death occurred; and

b. Require the Borrower to provide a replacement of the Co-maker with the same qualifications as the previous Co-maker as prescribed above within three (3) banking days from date of the death of the Co-maker.

C. Termination, Resignation, Retirement, Absence Without Leave (AWOL) of a Borrower/Co-Maker

1. The loan shall be considered due and demandable in case a Borrower is terminated, resigned, retired and/or on AWOL.

2. The SLP shall notify the Bank within the period as prescribed on the MOA that such Borrower was terminated, resigned, retired or on AWOL.

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3. Require the Borrower to replace the co-maker, if any, to the Loan in instances where the co-maker has been terminated or died or who has resigned or retired or who went on Absence Without Leave (AWOL) within three (3) working days from the date of termination, resignation, death, separation or when the co-maker went on Absence Without Leave (AWOL), as the case may be; and

4. The Participant shall comply with its obligation stipulated in the MOA.

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City Treasurer

LBP by:

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CAROLE [illegible] ARENZA II
Head, Bacoor Branch

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