

**AGREEMENT FOR THE PROCUREMENT OF NETWORK INTRUSION PREVENTION,
NETWORK VISIBILITY AND SERVER SECURITY SOLUTIONS CY 2023**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Network Intrusion Prevention, Network Visibility, and Server Security Solutions for CY 2023 (hereinafter, the AGREEMENT), entered into in _____, Philippines, on 11 OCT 2023, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary and Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES, INC., (hereinafter, the CONTRACTOR), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted SEC Certificate dated 28 October 2005 (ANNEX "A"), with principal address at Newstreet Bldg. Mc Arthur Hi Way, Balibago, Angeles City, represented by its duly authorized and designated representative, **JULIE ANN DIMAALA**, who is duly authorized to enter into this Agreement, pursuant to the Secretary's Certificate and Omnibus Sworn Statement dated 05 September 2023, copies which are attached as Annex "B" and made an integral part of this AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the Procurement of Network Intrusion Prevention, Network Visibility and Server Security Solutions in the sum of **Five Million Eight Hundred Fifty-Eight Thousand Three Hundred Sixty-Nine and 14/100 (PhP5,858,369.14)** only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, the parties complied with the relevant requirements of Republic Act 9184 otherwise known as the "Government Procurement Reform Act" and Government Procurement Policy Board (GPPB) Rules and Regulations, and entered into this AGREEMENT, pursuant to **BAC Resolution No. CPM-PB-GS-25-2023 dated 12 September 2023**.

WHEREAS, the following provisions are inclusion to protect the interests of the Department:

- a. **No Employer-Employee Relationship.** This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being an independent contractor, and the latter's employees, agent, representatives, or subcontractors.
- b. **Third Party Contracts.** Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties

for any special, incidental, indirect, consequential or punitive damages relating to the delivery of the goods and services.

- c. **Amendment.** Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.
- d. **Waiver of Rights.** No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.
- e. **Indemnity.** The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity from any and all liabilities, losses, damages, injuries, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Contractor and/or of its employees, agents, representatives, or subcontractor.
- f. **Force Majeure.** The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not limited to acts of God, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.
- g. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contract shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.
- h. **Separability Clause.** The invalidity in whole or in part of any clause in the terms and conditions of this Agreement and its Annexes shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement and its Annexes is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.
- i. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.
- j. **Dispute Resolution and Venue of Action.** The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. If an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine

Dispute Resolution Center, Inc.'s (PDRCI's) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property rights, as may be the subject matter of the dispute. The seat and venue of arbitration and court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of other venues.

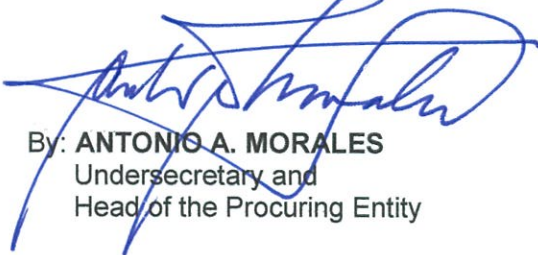
- k. **Entire Agreement.** Both Parties acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications, or contracts, oral or written, between the Parties relating to the subject matter hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The relevant definitions and general provisions in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the Philippine Bidding Documents which are not otherwise provided for herein or in any annexes to this Agreement shall apply supplementary.
2. The following documents are deemed to form, be read and construed integral parts of this AGREEMENT:
 - ANNEX A - SEC Certificate
 - ANNEX B - Secretary's Certificate & Omnibus Sworn Statement dated 05 Sept 2023
 - ANNEX C – Notice of Award dated 12 September 2023
 - ANNEX D – Bid Form
 - ANNEX E – Certificate of Availability of Funds FY 2023
 - ANNEX F – Technical Specifications
 - ANNEX G – General Conditions of Contract
 - ANNEX H - Special Conditions of Contract
3. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Terms of Reference/ Technical Specifications (Annex "F").
4. For and in consideration of the performance of services and delivery of goods, the PROCURING ENTITY shall pay the CONTRACTOR the Contract Price within thirty (30) working days upon delivery of goods and submission of all pertinent documents to the payment process of the project. The terms of payment shall be made in accordance with the Terms of Reference/ Technical Specifications (Annex "F").
5. The Commencement of the agreement is upon delivery of the licenses and the End term is 1 year after the commencement of this agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 11 OCT 2023 in MANDALUYONG CITY, Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS


By: **ANTONIO A. MORALES**
Undersecretary and
Head of the Procuring Entity

For the Contractor:
UNIVERSAL ACCESS AND SYSTEMS
SOLUTIONS PHILIPPINES, INC.


By: **JULIE ANN DIMAALA**
Account Manager

WITNESSES


By: **JOVY V. FERRER**
Acting Chief Accountant

By: 
Perry James Olermo
Solutions Architect

ACKNOWLEDGEMENT

Republic of the Philippines)
MANDALUYONG CITY) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of MANDALUYONG CITY, Philippines, on OCT 11 2023, personally appeared Honorable **ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs and **JULIE ANN DIMAALA** duly authorized and designated representative of , known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Network Intrusion Prevention, Network Visibility and Server Security Solutions** which instrument consists of _____ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	MAA 092	DFA MANILA	02 August 2019
JULIE ANN DIMAALA	P7964086B	DFA MANILA	OCT 22, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023

NOTARY PUBLIC
ATTY. JAMES ABUGAN
Notary Public
APPT. NO. 0442-23 Until 12-31, 2024
IBP No. 180334 Nov. 23, 2022 Rizal Chapter
Roll No. 26890 Lifetime
MCLE No. VII-0020184 until 4/14/2025
TIN No. 116-239-956
PTR No. 5105663 01/09/2023
Rm. 314 J&B Bldg., 251 EDSA,
Mandaluyong City Tel. No. (02)854-523-21