

**AGREEMENT FOR THE PROCUREMENT OF NETWORK INTRUSION PREVENTION,
NETWORK VISIBILITY AND SERVER SECURITY SOLUTIONS CY 2024**

KNOW ALL BY THESE PRESENTS:

This Agreement for the Procurement of Network Intrusion Prevention, Network Visibility and Server Security Solutions CY 2024 (hereinafter, the AGREEMENT), entered into in _____, Philippines, on 13 SEP 2024, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereinafter, 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 SOLUTION 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 Securities and Exchange Commission (SEC) Certificate of Registration dated 28 October 2005 (ANNEX “A”), with principal address at Newstreet Building Mc Arthur Hi Way Balibago Angeles City Pampanga, represented by, **JULIE ANN DIMAALA**, who is duly authorized to enter into this AGREEMENT pursuant to its Secretary’s Certificate dated 13 August 2024, a copy of which is 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 CY 2024 and has accepted a bid by the **CONTRACTOR** in the amount of **Five Million Seven Hundred Thirty Thousand Seven Hundred Thirty-Four and 26/100 (PhP5,730,734.26)** 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 No. 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. EBB-PB-10-2024 dated 20 August 2024**.

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


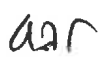
1. The definitions included in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) provided in the Philippine Bidding Documents for Procurement of Goods and Services issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this AGREEMENT.
2. The following documents, including all other documents submitted as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, are



deemed to form and be read and construed as integral parts of this AGREEMENT:

- ANNEX A – SEC Registration dated 28 October 2024
- ANNEX B – Secretary's Certificate dated 13 August 2024
- ANNEX C – BAC Resolution dated 20 August 2024
- ANNEX D – Notice of Award dated 20 August 2024
- ANNEX E – Bid Form
- ANNEX F – Certificate of Availability of Funds
- ANNEX G – Technical Specifications
- ANNEX H – General Conditions of the Contract
- ANNEX I – Special Conditions of the Contract

The CONTRACTOR agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the execution of this AGREEMENT, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this AGREEMENT.

3. General/Miscellaneous Provisions:

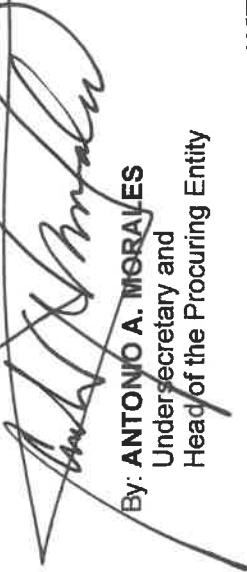
- a. **No Employer-Employee Relationship.** This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being an independent contractor, and the latter's employees, agent, representatives, or subcontractors.
- b. **Third Party Contracts.** Any other 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.
4. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Terms of Reference/ Technical Specifications (Annex "G").
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5. For and in consideration of the performance of the 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 "G").
6. The Commencement of the agreement is upon delivery of the licenses and the End term is 1 year after the commencement of this agreement.

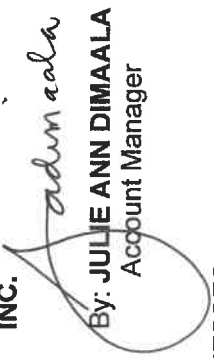
IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on SEP 13 2024 in QUEZON CITY Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS



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

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

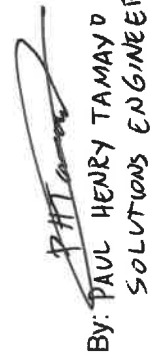


By: **JULIE ANN DIMAALA**
Account Manager

WITNESSES



By: **MINDARADAT R. MAMAD**
Chief Accountant



By: **PAUL HENRY TAMAYO**
SOLUTIONS ENGINEER

ACKNOWLEDGEMENT

Republic of the Philippines)

QUEZON CITY s.s.

SEP 13 2024

QUEZON CITY

BEFORE ME, a NOTARY PUBLIC for and in the City of _____, Philippines, on _____, personally appeared Honorable **ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs and **JULIE ANN DIMAALA**, duly authorized and designated representative of **UNIVERSAL ACCESS AND SYSTEMS SOLUTIONS PHILIPPINES SOLUTION INC.**, 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 CY 2024** 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	D0013516A	DFA Manila	08 March 2024
JULIE ANN DIMAALA	P7964086B	DFA Manila	22 October 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.

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Book No. cy1
Series of 2024

NOTARY PUBLIC

ATTY. RUBEN M. ZANES, JR.
NOTARY PUBLIC IN QUEZON CITY
AM Adm. No. NP-025 (2024)
IBP O.R. No. 384112 - Jan. 1, 2024 / Q.C. / Roll No. 46427
PTR No. 5555119 - Jan. 2, 2024 / Q.C. / TIN: 140-394-836-000
MGLC Compliance No. VII-0018605 valid until 04-15-2025
Address: Bagong Luponan ng Crame, Q.C.