

**AGREEMENT FOR THE PROCUREMENT OF CYBERSECURITY LICENSES AND  
WARRANTY CY 2024**

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**KNOW ALL BY THESE PRESENTS:**

This Agreement for the Procurement of Cybersecurity Licenses and Warranty CY 2024 (hereinafter, the AGREEMENT), entered into in \_\_\_\_\_, Philippines, on 18 OCT 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

**MICRODATA SYSTEMS AND MANAGEMENT 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 31 March 1987 (ANNEX “A”), with principal address at #199 C.M. Recto St., Brgy. Addition Hills, San Juan City, represented by, **JAY AR C. ALMOETE**, who is duly authorized to enter into this AGREEMENT pursuant to its Secretary’s Certificate dated 03 October 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 Cybersecurity Licenses and Warranty CY 2024 and has accepted a bid by the **CONTRACTOR** in the amount of **Twenty-Eight Million Nine Hundred Sixty-Four Thousand Eight Hundred Seventy-Six Pesos (Php28,964,876.00)** 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-19-2024 dated 10 October 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 31 March 1987  
ANNEX B – Secretary’s Certificate dated 03 October 2024  
ANNEX C – BAC Resolution dated 10 October 2024  
ANNEX D – Notice of Award dated 10 October 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 and the Contractor. The Contractor, being an independent contractor, retains full control over its employees, agents, representatives, and subcontractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or any other form of association between the parties. The Contractor is solely responsible for the conduct, supervision, and compensation of its personnel, and the Procuring Entity shall not be liable for any claims or obligations arising from the Contractor’s employment practices. Both parties acknowledge that the Contractor acts independently and is not authorized to act on behalf of the Procuring Entity except as expressly permitted under this Agreement.
- b. **Third Party Contracts.** Any contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement shall be solely between such parties, excluding the Procuring Entity from any obligations or liabilities. The Contractor warrants that it will indemnify and hold the Procuring Entity free and harmless from any claims, suits, or damages that may arise out of such third-party agreements. Under no circumstances shall the Procuring Entity be held liable for special, incidental, indirect, consequential, or punitive damages incurred by third parties in connection with the delivery of goods and services under this Agreement. The Contractor shall ensure that all third-party agreements are compliant with the terms of this Agreement and do not conflict with the Contractor’s obligations to the Procuring Entity.
- c. **Amendment.** Any amendment or modification to this Agreement shall be made in writing and signed by authorized representatives of both parties. Verbal agreements or informal changes shall not be recognized unless formalized in writing. Amendments will take effect only upon mutual agreement, and neither party shall be obligated to consent to any change that fundamentally alters the scope or nature of this Agreement. Each amendment shall specify which sections of the Agreement are affected, and all other provisions not modified shall remain in full force and effect.
- d. **Waiver of Rights.** The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. Any waiver of a

specific right or provision must be made in writing and signed by the authorized representative of the waiving party. Such waiver shall apply only to the specific instance and purpose for which it is given and shall not affect the enforceability of any other provision of this Agreement. A single or partial exercise of a right shall not preclude further exercise of that right or any other right.

- e. **Indemnity.** The Contractor agrees to indemnify and hold the Procuring Entity harmless from any and all liabilities, losses, damages, injuries, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of any kind, arising out of or related to the performance of this Agreement. This indemnity covers any acts, omissions, negligence, or misconduct by the Contractor, its employees, agents, representatives, or subcontractors. The indemnity obligation shall survive the termination or expiration of this Agreement, and the Contractor shall assume full responsibility for any breach of the terms herein that may lead to legal or financial repercussions.
- f. **Force Majeure.** Neither the Procuring Entity nor the Contractor shall be held liable for delays or failures to perform any obligations under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, acts of God, wars, riots, government actions, or other unforeseen circumstances. Both parties shall promptly notify the other of any such event and shall use reasonable efforts to mitigate the impact on their obligations. If the event of force majeure continues for an extended period, either party may opt to terminate this Agreement without further liability, provided proper notice is given. The obligations affected by the force majeure event shall be suspended for the duration of the event.
- g. **Successors and Assigns.** This Agreement shall bind and benefit the parties and their respective successors and permitted assigns. The Contractor may not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Procuring Entity. Any unauthorized assignment or delegation shall be null and void. The Procuring Entity reserves the right to assign or transfer this Agreement to any of its affiliates or successors, provided that notice is given to the Contractor.
- 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 by, construed, and enforced in accordance with the laws, rules, and regulations of the Republic of the Philippines. Any interpretation or legal issue arising from this Agreement shall be addressed using Philippine legal principles. The parties agree to submit to the jurisdiction of Philippine courts for any disputes not resolved through the alternative dispute resolution mechanism outlined herein.
- 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 pursuance 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. **Liability of the Service Contractor.** The Contractor's liability under this Agreement shall be governed by the laws of the Republic of the Philippines. In the case of a joint venture, all partners shall be jointly and severally liable for the fulfillment of the Contractor's obligations. The Contractor's liability shall not exceed the total contract value unless the damages arise from gross negligence, willful misconduct, or breach of confidentiality.
  - l. **Confidentiality.** Except as required by law or authorized in writing, the Contractor agrees not to disclose any information or documents deemed confidential by the Procuring Entity. The Contractor shall ensure that all its employees, subcontractors, and agents adhere to this confidentiality obligation. Any breach of this clause will be considered a material breach of this Agreement, subject to legal remedies. This confidentiality obligation shall survive the termination of the Agreement and remain in effect until all confidential information is either returned or securely destroyed.
  - m. **Data Privacy Act.** The Contractor and its personnel are obligated to comply with Republic Act No. 10173, also known as the Data Privacy Act of 2012, in handling all data received from the Procuring Entity. Any data breach, accidental or intentional, must be reported immediately to the Procuring Entity, along with corrective measures taken. Upon the termination of this Agreement, the Contractor is responsible for ensuring that all sensitive information is properly disposed of or returned, in compliance with data protection laws and regulations.
  - n. **Entire Agreement.** This Agreement, along with its annexes, represents the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, communications, and representations. Any previous oral or written agreements not expressly included herein shall not bind the parties. This Agreement can only be modified or supplemented by a written document signed by both parties.
4. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Terms of Reference/ Technical Specifications (Annex "G").
5. 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 "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 18 OCT 2024, in \_\_\_\_\_, Metro Manila.

For the Procuring Entity:

**DEPARTMENT OF FOREIGN  
AFFAIRS**

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

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

For the Contractor:

**MICRODATA SYSTEMS  
AND MANAGEMENT INC.**

By: **JAY AR C. ALMOETE**  
Solutions Consultant

By: **CELESTE A. SIA**  
Vice President-Operations

WITNESSES

**ACKNOWLEDGEMENT**

Republic of the Philippines)

**CITY OF MAKATI** s.s.

**CITY OF MAKATI**

**OCT 21 2024**

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 **JAY AR C. ALMOETE**, duly authorized and designated representative of **MICRODATA SYSTEMS AND MANAGEMENT INC.**, known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Cybersecurity Licenses and Warranty 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
JAY AR C. ALMOETE	P2452858C	DFA NCR North	22 November 2022

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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Series of 2024

NOTARY PUBLIC  
**ATTY. ROMEO M. MONFORT**  
Notary Public City of Makati  
Until December 31, 2025  
Appointment No. M-032 (2024-2025)  
PTR No. 10073908 Jan. 2, 2024 Makati City  
IBP No. 391330- Jan. 3, 2024 Pasig  
MCLE NO. VII-0027570 Roll No. 27932  
Amorsolo Street, Legaspi Village  
Makati City