

## AGREEMENT

### For the Procurement of Cybersecurity Suite Annual Maintenance

APR 29 2019

THIS AGREEMENT made this \_\_\_\_\_ day of April 2019 between *Anti-Money Laundering Council* represented by its Executive Director, *Mel Georgie B. Racela*, with office address at Rm. 507 5th Floor, EDPC Bldg., BSP Complex, Malate, Manila (hereinafter called “the Procuring Entity”) of the one part and *Nexus Technologies, Inc.* a corporation duly organized under the laws of the Philippines, with principal address at Don Pablo Bldg., G/F 114 Amorsolo St., Legaspi Village, Brgy. San Lorenzo, Makati City represented by its Senior Account Manager, *Anna Patricia R. Mendoza* (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Procuring Entity invited Bids for *Cybersecurity Suite Annual Maintenance* and conducted a bidding where the Supplier emerged as the winning bidder for the supply of said project/service for the sum of *Two Million Pesos (Php2,000,000.00)* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be read and construed as part of this Agreement:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.



5. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
6. The Supplier shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any confidential information which may or may have come to the Supplier's knowledge by reason of or in connection with this Agreement and shall prevent its employees, officers, agents and consultants from so acting.
7. The Supplier shall ensure that its personnel, employees and other individuals given access to the Procuring Entity's records, documents, data or equipment shall adhere strictly to the terms of this Agreement.
8. The Supplier agrees that all data or information obtained, collected, or received by the Supplier, in connection with the provision of its services, shall be owned exclusively by the Procuring Entity.
9. The Procuring Entity shall not be responsible for loss, accident, damage, or injury suffered by the Supplier, its employees or any person associated with the Supplier arising in or out of the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**ANTI-MONEY LAUNDERING  
COUNCIL**

(Procuring Entity)

By:

  
**MEL GEORGIE B. RACELA**  
Executive Director


**NEXUS TECHNOLOGIES, INC.**

(Supplier)

By:

  
**ANNA PATRICIA R. MENDOZA**  
Senior Account Manager

SIGNED IN THE PRESENCE OF:

Name:   
Christopher De Castro

Name:   
Estelita Palocan

Republic of the Philippines)  
City of MAKATI CITY) S. S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in MAKATI CITY, Philippines, personally appeared the following persons:

<u>Name</u>	<u>Competent Evidence of Identity/ Gov't Issued ID</u>	<u>Date of Issue</u>	<u>Place of Issue</u>
MEL GEORGIE B. RACELA	BSP ID 94718		
ANNA PATRICIA R. MENDOZA	Driver's License No. C07-11-000085		

who were identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that their signature on the instrument was voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and volutaty act and deed and of the principals they represent.

This instrument, referring to the Agreement for *Cybersecurity Suite Annual Maintenance* consisting of three (3) pages, including this page where the Acknowledgment is written, is duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on APR 29 2019 2019 at MAKATI CITY.

Doc. No. 323 ;  
Page No. 66 ;  
Page No. 111 ;  
Series of 2019.

**ATTY. JOSHUA P. LAPUZ**  
Notary Public Makati City  
Notary Public  
Appointment No. M-82-(2019-2020)  
PTR No. 7333096 Jan. 3, 2019/ Makati  
IBP Lifetime No. 04897 Roll No. 45790  
MCLE Compliance No. VI-0016565  
G/F Fedman Bldg., 199 Salcedo St.  
Legaspi Village, Makati City