

**MEMORANDUM OF AGREEMENT  
LANDBANK LINK.BIZPORTAL**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is executed and entered into this day of MAY 18 2021 2021 by and among:

**PHILIPPINE COMPETITION COMMISSION**, a government instrumentality duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 25<sup>th</sup> Floor Vertis north Corporate Center Tower 1, North Avenue, Quezon City, represented herein by its Executive Director, Mr. Kenneth V. Tanate, hereinafter referred to as the "**PCC**";

-and-

**LANDBANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of Republic Act No. 3844, as amended, with principal office address at 1598 M. H. del Pilar cor. Dr. J. Quintos Sts., Malate, Manila, represented herein by its President and Chief Executive Officer, **CECILIA C. BORROMEO**, through her duly authorized representative, **MAYBELYN H. VILLAREAL**, hereinafter referred to as "**LANDBANK**".

Each of the above shall be referred to as a "**PARTY**" and collectively as the "**PARTIES**"

**WITNESSETH:**

**WHEREAS**, pursuant to Executive Order No. 449, series of 1997, the Bureau of the Treasury (BTr) is mandated to maintain books of accounts of cash transactions of the National Government (NG); manage the NG cash resources; act as principal custodian of financial assets of the NG, its agencies and instrumentalities;

**WHEREAS**, Executive Order No. 55, series of 2011, directed the integration and automation of government financial management systems and implement a Treasury Single Account (TSA) system that provides BTr a more effective way of cash management and rationalizing agency bank accounts, a more economical system for cash disbursements which will remove revenue and expenditure floats, and a more efficient reconciliation of bank balances;

**WHEREAS**, LANDBANK, a wholly owned government financial institution and an Authorized Government Depository Bank (AGDB) duly organized and

existing under and by virtue of R.A. 3844, as amended, is engaged in various banking services;

**WHEREAS**, as an AGDB, LANDBANK is required under its existing agreement with the BTr and pursuant to the TSA implementation framework to remit all collections of taxes, duties, fees and charges and other receipts due to the National Treasury and to prepare and submit reports pertaining to such collections in such prescribed frequency and forms;

**WHEREAS**, the PCC, pursuant to the provisions of Republic Act (RA) No. 8972, otherwise known as the "Electronic Commerce Act of 2000", is currently undertaking the modernization of its facility to provide fast and efficient alternative payment collection services to its clientele;

**WHEREAS**, the LANDBANK designed and operated the LANDBANK Link.BizPortal to allow clients to pay for products/services of both government and private institutions and allows partner-merchants to view payment transactions in real-time manner;

**WHEREAS**, under LANDBANK Link.BizPortal, the PCC clients may transact business and/or pay their monetary obligations to the PCC via the internet using any of the payment options being offered by LANDBANK, and subject to the terms and conditions appurtenant thereto (Annex A);

**WHEREAS**, LANDBANK has been chosen as the depository and financial settlement Bank of the PCC, subject to the following conditions mutually agreed upon by the PARTIES;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES have mutually agreed, as follows:

## **ARTICLE I OBLIGATIONS OF THE PARTIES**

### **A. The PCC shall:**

1. Ensure the availability of its internet facility to LANDBANK;
2. View/download/print an electronic copy of bank statements for BTr-PCC Clearing Account and BTR NGA Link.Biz Clearing Account through LANDBANK's WeAccess by the PCC authorized users;
3. Provide relevant information, data, and/or technical support during the pre-implementation stage up to the full implementation stage of the LANDBANK Link.BizPortal;
4. Undertake to define and design the look and feel for the website in accordance with its corporate communications and marketing guidelines;

5. Prepare and submit, through email the daily report of collection to BTr National Capital Region office the Report of Collections using Unified Accounts Code Structure (UACS) format (List of Deposited Collections) and proof of remittance (thru access at Merchant Payment Inquiry) of collections using the LANDBANK Link.BizPortal, in accordance to Treasury Circular 05-2014;
6. Submit to BTr National Capital Region District I office a consolidated Report of Monthly Collections and Deposits (RCMD) (thru access at Merchant Payment Inquiry) in UACS format for collections using the LANDBANK Link.BizPortal;
7. Confirm with BTr-National Cash Accounting Division (Btr-NCAD) thru letter request supported with detailed list of remittance of various collections made through the LANDBANK Link.BizPortal;
8. Secure through the Merchant Payment Inquiry (MPI) the statement/reports on the BTr-PCC Link.Biz Clearing Account for daily transactions;
9. Commit to undertake the following:
  - a. To designate LANDBANK as one of its depository banks and all its offices under its jurisdiction; and
  - b. Assist LANDBANK in providing information to PCC clients regarding the appropriate fees that LANDBANK and PCC may rightfully impose, if any, in said clients' ePayment transactions.
10. Agree to be enrolled as a merchant under the On-Line Collection Facility of LANDBANK subject to applicable terms and conditions, it being understood that the On-Line Collection Facility shall be only be available upon prolonged system downtime of the LANDBANK Link.BizPortal, subject to LANDBANK's discretion.
11. Resolve any disputed transaction involving any of the following, if applicable:
  - 11.1 Any dispute on the nature, quality, use or fitness of the goods sold and/or services rendered subject of the transaction, or alleges that PCC has breached the terms of the contract of sale or service entered into between PCC and its client or any violation of the representations or warranty warranties made by PCC to its client;
  - 11.2 Whenever a client disputes or denies that the transaction was effected by him or the contract of sale or service with PCC was entered into by him or delivery of the goods sold and/or performance of the services rendered under the transaction was received by him.

**B. The LANDBANK shall:**

1. Provide the LANDBANK Link.BizPortal (System) to PCC either for a direct transaction or an interfaced transaction via PCC web application in order to perform the following:
  - a. Online ePayment by LANDBANK and PCC Clients:
    - a.1 The System should be made accessible to PCC and LANDBANK's clients through the web and be able to allow said clients to pay their transactional fees assessed online/ manually by PCC;
    - a.2 The System shall be available to LANDBANK and BancNet-member Bank cardholders maintaining Peso accounts and other accredited payment channels;
    - a.3 The System shall issue a Transaction Reference Number to clients via the Payment Confirmation Slip; and
    - a.4 The System shall likewise allow the PCC and LANDBANK's clients to print Debit Confirmation Slips and Electronic Official Receipts, if available, relating to their online payment transactions;
  - b. Inquiry by PCC:
    - b.1 The System shall provide information on the number and total amount of transactions per day in accordance with the Report Format similar to the MPI screen;
2. Adopt the design and integrate the look and feel of the ePayment website as defined by LANDBANK in accordance with its corporate communication and marketing guidelines;
3. Ensure that necessary LANDBANK Link.BizPortal security protocols are in place;
4. Coordinate with the PCC for the connectivity, user acceptance and pilot testing, and full implementation of the LANDBANK Link.BizPortal;
5. Collect, in accordance with standard business practices and as agreed upon by the PARTIES, reasonable transaction fees from the PCC's clients to recover the cost of the implementation of the LANDBANK Link.BizPortal (Annex A);
6. Maintain a Clearing Account under the name BTR PCC Link.Biz Clearing Account wherein all collections/payments accepted thru LANDBANK Link.BizPortal shall be credited. For purposes of this Agreement, all fees collected shall then be remitted to the main BTr-PCC Clearing Account



and eventually to the BTr- Other Agency Mother Account at the end of the collection day;

7. Remit to the account of the BTr at the Bangko Sentral ng Pilipinas the total daily collections credited to the BTr-Other Agency Mother Account the next banking day based on the prescribed cut-off time;
8. Provide BTr-NCAD and PCC access to the LANDBANK WeAccess system to view/download daily the bank statement from the BTr-PCC Clearing Account/s and BTr PCC Link.Biz Clearing Account as authorized by BTr; and
9. Provide the PCC with the required reports and/or documentary requirements as may be agreed upon by both PARTIES.

**D. All Parties shall:**

1. Jointly formulate and abide by the guidelines and procedures in the implementation of the LANDBANK Link.BizPortal;
2. Put in place and maintain throughout the Project a mechanism for ongoing consultation between the representative(s) of both PARTIES on the progress, implementation and other issues, which may arise in connection with the LANDBANK Link.BizPortal and the terms and conditions of this Agreement; and
3. Reasonably exercise in good faith all rights, determinations, discretions, or approvals that may be provided for in this Agreement and shall not be unreasonably withheld by any of the PARTIES.

**ARTICLE II  
TRANSACTION FEE**

Transaction fee shall be charged/collected by LANDBANK from PCC clients regardless of the amount of transaction (Annex A).

Any changes in the payment options and transaction fees shall be subject to the agreement of both PARTIES.

**MISCELLANEOUS PROVISIONS**

**Section 1. Authority to Execute.** Each Party represents and warrants that it has taken all appropriate and necessary corporate actions to authorize the execution and delivery of this Agreement, and to perform and be bound by the terms and conditions hereof.

**Section 2. Dispute Resolution.** The Parties shall endeavor in good faith to settle any claim, dispute or controversy through compromise or amicable settlement. However, in the event that the Parties fail to

reach any settlement within a reasonable period, all claims, disputes and controversies arising from or relating to this Agreement shall be administratively settled or adjudicated in accordance with Section 66 of Book 4/Chapter 14: Controversies Among Government Offices and Corporations of Executive Order 292, known as the “Administrative Code of 1987”.

**Section 3. Confidentiality.** Each Party agrees to hold in strict confidence any Confidential Information disclosed to or obtained by it and shall use such Confidential Information only in connection with the purposes of this Agreement.

For purposes of this provision, Confidential Information means any and all information disclosed by a Party (Disclosing Party) to, or obtained by, the other Party (Receiving Party) in any manner, that, as a result of, or in connection with this Agreement, by its nature, is considered proprietary and confidential, regardless of whether such information is specifically labeled or described as such including, but not limited to, proprietary information, personal data, financial data, business plans or proposals, agreements of the Disclosing Party with third parties, and any representation by any officer, employee or representative of the Disclosing Party. Provided, however, that Confidential Information shall not include the following:

- (a) Information that is generally available to the public other than as a result of disclosure in violation of this Agreement;
- (b) Information available to the Receiving Party on non-confidential basis without an express restriction on disclosure;
- (c) Information which is required to be disclosed by any court, tribunal or regulatory authority or by any requirement of law, legal process or regulation; or
- (d) Information that the Disclosing Party expressly agrees in writing may be disclosed by the Receiving Party to third parties.”

The Receiving Party agrees that Confidential Information shall not be disclosed to third parties without the prior written consent of the Disclosing Party, and that each Party shall exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation of confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

**Section 4. Data Privacy.** Each Party shall, in accordance with the Data Privacy Act, ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

**Section 5. Force Majeure.** No Party shall be deemed to have defaulted or breached this Agreement for any delay or failure to fulfill any obligation by reason of force majeure or fortuitous event, including, but not limited to, strikes, accidents, acts of war or terrorism, civil or military disturbances, natural calamities or acts of God, loss or malfunction of utilities, communications or computer software or hardware; Provided, however, that the Parties shall resume performance of their respective obligations as soon as reasonably practicable under the circumstances.

**Section 6. Effect of Waiver.** An effective waiver under this Agreement must be in writing signed by the Party waiving its right. A waiver by either of the Parties of any instance of the other's non-compliance with any obligation or responsibility under this Agreement shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time. All rights and remedies existing under this Agreement are cumulative, and not exclusive of, any rights or remedies otherwise available.

**Section 7. Limited Liability.** The Parties shall hold each other free from any damage or liability that may arise from or occasioned by the exercise of their rights and obligations under this Agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives or employees.

**Section 8. Indemnity.** The PCC shall defend, indemnify, and hold LANDBANK, its officers, representatives and employees, free and harmless from and against all claims, damages, liabilities and costs of every kind and character resulting from or relating to the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or obligation of the PCC.

**Section 9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

**Section 10. Periodic Review.** This Agreement shall be reviewed by the Parties at least once a year to determine the need for any amendment, supplement or modification.

**Section 11. Amendments.** No amendment, supplement or modification of this Agreement shall be deemed effective unless made in writing and signed by the Parties.

**Section 12. Further Assistance.** Subject to the terms and conditions herein provided, each of the Parties shall use its best efforts to take such action and execute and deliver such additional documents and instruments as may be reasonably requested or necessary to carry out the intents and purposes of this Agreement.

**Section 13. Separability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions not affected thereby shall continue in full force and effect.

**Section 14. Implementing Guidelines.** The Parties shall jointly formulate and abide by the guidelines and procedures in the implementation of the LANDBANK Link.BizPortal, which shall be supplementary to this Agreement and form an integral part hereof.

**Section 15. Term and Termination.** This Agreement shall take effect upon its execution by the Parties and shall remain in effect until terminated by either Party subject to a thirty (30) days prior written notice to the other Party; Provided, however, that the termination of this Agreement shall be without prejudice to the rights, claims, or remedies of either Party with respect to any loans, interests, penalties, charges, fees, loss, damages, and other obligations incurred prior to such termination.



IN WITNESS WHEREOF, the Parties, through their authorized representatives have hereunto signed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_, Philippines.

**PHILIPPINE COMPETITION COMMISSION**

By: 

  
KENNETH V. TANATE, PhD  
PCC Executive Director

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SIGNED IN THE PRESENCE OF:

  
JESON Q. DE LA TORRE  
Director, PCC Administrative Office

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**LAND BANK OF THE PHILIPPINES**

By: 

MAYBELYN H. VILLAREAL  
Branch Head

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JECelyn C. LAMUG  
Acting BSO

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Republic of the Philippines)  
Quezon City) S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in QUEZON CITY, this  
MAY 18 2021 day of \_\_\_\_\_, 2021 personally appeared:

| Name | Competent Proof of Identification | Issued on/<br>Valid until |
|------|-----------------------------------|---------------------------|
|------|-----------------------------------|---------------------------|

**PHILIPPINE COMPETITION  
COMMISSION**

Represented by:  
**MR. KENNETH V. TANATE**

**LAND BANK OF THE PHILIPPINES**  
Represented by:  
**MAYBELYN H. VILLAREAL**

known to me to or identified by me to be the same persons who executed the foregoing instrument, consisting of eleven (11) pages, including this page and annex, and acknowledged to me that the same is their free and voluntary act and deed and of the institutions they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the place and date first above-written.

**NOTARY PUBLIC**

Doc. No. 496 ;  
Page No. 100 ;  
Book No. 232 ;  
Series of 2021.

**ATTY. JASON G. DE BELEN**  
Roll No. 36259  
Adm. NP-019 Notary Public (2020-2021)  
Unit M Panay Commercial Building  
No. 7 Panay Ave. cor. St. Bernardino St. Q.C.  
IBPAR No. 34918-07; 04-14-2021  
PTR No. 055067; 04-14-2021  
MCLE VI-0022012; 4-14-22

**ANNEX A**

| Payment Source/Option  | Transaction Fee / Merchant Discount Rate                  |
|--|---|
| LANDBANK ATM Cards/Visa Debit Cards  | P15.00  |
| BancNet Member-Bank's ATM/ Debit Cards   | P25.00  |
| Globe G-Cash <ul style="list-style-type: none"><li>• P1.00 to P999.00</li><li>• P1,000.00 and above</li></ul>  | P25.00<br>P35.00  |
| Cash/OTC via Payment Channel Partners <ul style="list-style-type: none"><li>• Bayad Center outlets</li><li>• Other Payment Channel Partner</li></ul> | P35.00<br>P30.00  |
| PCHC PayGate / PESONet   | P25.00  |
| Visa and MasterCard Debit/Prepaid/Credit Cards   | Fixed P30 Fee or minimum 3% MDR, whichever is applicable* |

\* *subject to 0.5% Withholding Tax (WHT) for non-tax exempt merchants. Fixed fee will be used if the average ticket size/transaction amount of Merchant is below P1,000.00.*