

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF GOODS
(ONE (1) YEAR SUBSCRIPTION FOR GOOGLE CLOUD PLATFORM (GCP) COMPUTING
SERVICE (PRODUCTION, STAGING, AND DEVELOPMENT ENVIRONMENTS) FOR THE
INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA)
FOR THE YEAR 2025-2026)**

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract is made and entered into by and between:

The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)**, a government agency organized and operating under Republic Act (R.A.) No. 11364 or the Cooperative Development Authority Charter of 2019, with office address at #827 Brgy. Immaculate Conception, Aurora Blvd., Quezon City, herein represented by its **Chairman, USEC. JOSEPH B. ENCABO**, hereinafter referred to as the **PROCURING ENTITY**;

and

MAROONSTUDIOS, INC., a corporation organized and existing by virtue of Philippine laws with a business address located at Unit 1218 12F, Corporate 145 Bldg. Mother Ignacia Ave., Diliman, Quezon City, represented by its Senior Sales Manager, **MR. ALDO KARLO J. ACOSTA**, herein referred to as the **SUPPLIER**.

WHEREAS, the **PROCURING ENTITY** is in need of a Google Cloud Platform (GCP) Computing Service (Production, Staging, and Development Environments) for the Information Systems for the year 2025-2026.

WHEREAS, the **PROCURING ENTITY** invited Bids for the **PROCUREMENT OF ONE (1) YEAR SUBSCRIPTION FOR GOOGLE CLOUD PLATFORM (GCP) COMPUTING SERVICE (PRODUCTION, STAGING, AND DEVELOPMENT ENVIRONMENTS) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2025-2026 WITH PROJECT ID NO. CDA-GOODS-2024-10** for the total contract price of **Two Million Five Hundred Ninety-Nine Thousand Seven Hundred Forty-Two Pesos & 32/100 (P2,599,742.32)**.

WHEREAS, the **SUPPLIER** has the capacity to provide the goods and services required by the **PROCURING ENTITY** to perform the obligation under this Contract.

WHEREAS, in accordance with the procurement procedure required under Republic Act No. 9184, this Contract has been awarded to the **SUPPLIER**.

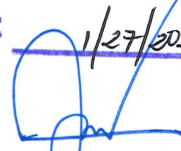
NOW THEREFORE, for and in consideration of the above premises the parties agreed to undertake the following:

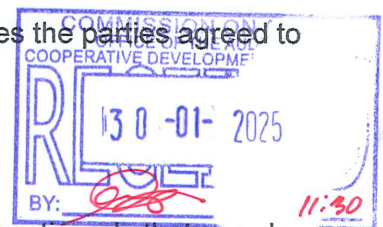
ARTICLE I
SCOPE AND MANNER OF SERVICES

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

Particularly, the services to be provided and performed by the **SUPPLIER** for the **PROCURING ENTITY** shall be in accordance with the following documents, as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
- i. Schedule of Requirements;

FUNDS AVAILABLE-₱ 2,599,742.32
DATE: 1/27/2025

ACCOUNTING OFFICER



- ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any.
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d. Performance Security;
 - e. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

ARTICLE II
OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF THE PROCURING ENTITY

The PROCURING ENTITY undertakes to pay the SUPPLIER the amount of **TWO MILLION FIVE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FORTY-TWO PESOS & 32/100 (P2,599,742.32)** inclusive of all applicable taxes and fees.

B. OBLIGATIONS OF THE SUPPLIER.

The SUPPLIER undertakes to provide the PROCURING ENTITY with **ONE (1) YEAR SUBSCRIPTION FOR GOOGLE CLOUD PLATFORM (GCP) COMPUTING SERVICE (PRODUCTION, STAGING, AND DEVELOPMENT ENVIRONMENTS) FOR THE INFORMATION SYSTEMS OF THE COOPERATIVE DEVELOPMENT AUTHORITY (CDA) FOR THE YEAR 2025-2026** in accordance with Article I of this Contract.

ARTICLE III
FORM AND SCHEDULE OF PAYMENT

The form of payment shall be limited to LDDAP payable to _____.

Availability of funds for this Contract shall be subject to accounting and auditing rules and regulations. Delay in payment due to compliance with accounting rules and regulations and/or other circumstances beyond the control of the **PROCURING ENTITY** shall not be taken as a violation of the terms of the Contract.

The schedule of payment shall be made on an installment basis as follows:

- a. **85% of the contract price** shall be paid upon the completion of delivery, configuration of cloud services, and conduct of training.

- b. **15% of the contract price** shall be paid at the end of the subscription period, upon completion of the system turnover, provision of technical support for migration, and configuration of the system with the succeeding cloud hosting provider.

ARTICLE IV CONFIDENTIALITY OF DATA OR INFORMATION GATHERED

In the implementation and performance of their obligations under this Agreement, the Parties shall:

1. Ensure privacy and security of any and all confidential, privileged, personal and/or sensitive information that the parties and their officers, employees, or agents may have access to; and
2. Store, process, use and dispose of such information in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012", and applicable National Privacy Commission issuances
3. The Parties agree that a data subject shall have the right to enforce his or her rights as stipulated in Republic Act No. 10173 against any of the Parties, for the respective breach of their obligations, with regard to the data subject's personal data/information. The Parties agree to respond to generally available non-binding mediation procedures initiated by a data subject. If they do participate in the proceedings, the Parties may elect to do so remotely (i.e. by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceeding for data protection disputes prescribed by the National Privacy Commission.
4. If a Party is compelled by law to disclose any personal data outside of this Agreement, it shall notify the other Party of such fact one (1) month before disclosing the personal data.
5. In case of a personal data breach, the Party to which the breach happened takes responsibility in the implementation of the necessary breach reporting procedure, but the other Party shall cooperate therefore and for the mitigation of further damage.
6. The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Agreement.

ARTICLE V RELATIONSHIP OF THE PARTIES

The **PARTIES** are independent entities and no employment relationship is created by this Agreement and neither party shall have the authority to represent the other.

ARTICLE VI PROHIBITION OF ASSIGNMENT/SUBCONTRACT

This Contract shall be binding upon the respective successors, executors, administrators, representatives and assigns of the **PARTIES** hereto. The **SUPPLIER**, however, may not assign or subcontract this Contract or any portion of the service specified herein without the prior written consent of the **PROCURING ENTITY**.

ARTICLE VII LIQUIDATED DAMAGES

If for any reason other than force majeure, the **SUPPLIER** fails to satisfactorily perform the services within the period specified in this Contract inclusive of duly granted time extensions if any, the **PROCURING ENTITY** shall impose liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay until actual performance.



ARTICLE IX
MISCELLANEOUS

- a. **OWNERSHIP OF MATERIAL.** All intellectual property conceived and reduced to practice as a direct result of the performance of the work and activity conducted under, or training resources/reference materials and other directly related outputs provided or required for, this Contract shall belong to the **PROCURING ENTITY**.
- b. **DISPUTE RESOLUTION CLAUSE.** In case of conflict between or among the **PARTIES** arising from the Contract of the Service, all **PARTIES** agree to freely and voluntarily submit themselves to necessary consultation and mediation for purposes of amicable settlement. The **PARTIES** may agree in writing to resort to other alternative modes of dispute resolution. In the event that the **PARTIES** fail to reach an amicable settlement of their dispute, the **PARTIES** hereby agree to submit themselves to arbitration under Philippine Jurisdiction, in accordance with Republic Act No. 876 or the "Arbitration Laws", and Republic Act No. 9285 or the "Alternative Dispute Resolution Act", as may be applicable.
- c. **VENUE OF ACTIONS.** The parties may file a case before the Court of Quezon City relative to disputes that are outside the scope of arbitration, for provisional remedies available to parties in arbitration but only the courts can enforce, and for the purpose of implementing the award or the amicable settlement between parties.
- d. **WARRANTY AND REPRESENTATION.** The **PARTIES** warrant that the signatories of this contract have the legal capacity to enter and execute this contract.
- e. **MODIFICATIONS, AMENDMENTS, OR REVISIONS.** Any amendments to this Agreement shall be mutually agreed upon by both **PARTIES** and shall be contained in a written instrument signed by the authorized representatives of the **PARTIES**. Said instrument shall constitute an integral part of this Agreement.

Should circumstances necessitate the revision of the agreements embodied in this Contract, the concerned **PARTIES** shall, prior to such revision, coordinate in the process of revision and grant a reasonable grace period of implementation of such revision.

- f. **CANCELLATION OR TERMINATION.** The **PROCURING ENTITY** reserves the right to cancel this Contract at any time should the actuations or continued association of the **SUPPLIER** be considered as prejudicial to the **PROCURING ENTITY**.

Either **PARTY** may terminate this Contract for any reason as may be deemed appropriate before the expiration of the period, giving the other party prior written notice not less than fifteen (15) days before the intended day of termination.

- g. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Contract if such delay is due to force majeure. Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.
- h. **SEPARABILITY.** If any one or more of the provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.
- i. **EFFECTIVITY.** This Contract shall have a duration of one (1) year or from _____ until _____ 20__.



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.


USEC. JOSEPH B. ENCABO
Chairman

for:

COOPERATIVE DEVELOPMENT
AUTHORITY

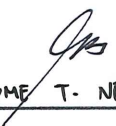

MR. ALDO KARLO J. ACOSTA
Senior Sales Manager

for:

MAROONSTUDIOS, INC.

SIGNED IN THE PRESENCE OF:


Asec. SANTIAGO S. LIM
Administrator II


GEROME T. NEPALENA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, this ___ day of 26 DEC 2024 in Quezon City, Philippines, personally appeared the following persons:

Name	Proof of Identification	Date and Place Issued
JOSEPH B. ENCABO Chairman/ Head of the Procuring Entity		
<u>Aldo Karlo Acosta</u> Authorized and Designated Representative	PD387189C (passport)	04 June 2022 / DFA Manila

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed and that of the agency or organization they represent. This document refers to Contract Agreement consisting of ___ (___) pages including the page where the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ___ day of _____ 2024, in Quezon City, Philippines.

Notary Public

Doc. No. 100 ;
Page No. 33 ;
Book No. CU ;
Series of 2024.

ATTY. FELIZARD M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D, 01/02/2024, Q.C.
IBP No. 254794, December 28, 2022
MCLE Comp. No. VIII-0000973 / until April 14, 2025
ADM Matter No. NP-223 / (2023-2024)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City