



cagayan  
de oro



Republic of the Philippines  
CITY OF CAGAYAN DE ORO  
**OFFICE OF THE CITY COUNCIL**

www.cdeocitycouncil.com



**ORDINANCE NO. 15008-2025**

**AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE MAYA PHILIPPINES, INC. AND THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP), COVERING THE CITY GOVERNMENT'S AVAILMENT OF THE MAYA PAYMENT SOLUTIONS TO ACCOMMODATE ONLINE PAYMENTS FOR TAXES, GOVERNMENT FEES AND OTHER FEES, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN**

**BE IT ORDAINED** by the 20<sup>th</sup> City Council of Cagayan de Oro City in session duly assembled that:

**SECTION 1.** The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Memorandum of Agreement (MOA) with the Maya Philippines, Inc., *represented by its Head of Enterprises, Mr. Peter Thaddeus Cruz,* and with the Development Bank of the Philippines (DBP), *represented by its Senior Vice President and Head of Branch Banking Group-Northern Mindanao, Mr. Mary Joyce B. Salgados,* covering the City Government's availment of the Maya Payment Solutions to accommodate online payments for taxes, government fees and other fees, under the terms and conditions stipulated therein.

**SECTION 2.** The aforementioned MOA consisting of twenty-one (21) pages (including Annexes) on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

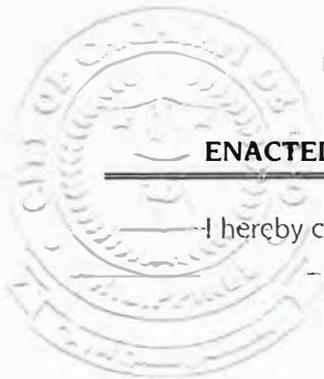
**SECTION 3.** This Ordinance shall take effect upon its approval.

**UNANIMOUSLY APPROVED.**

- Present:
- 1<sup>st</sup> District: - Councilor Agapito Eriberto G. Suan
  - Councilor Roger G. Abaday
  - Councilor Imee Rose P. Moreno
  - Councilor George S. Goking
  - 2<sup>nd</sup> District: - Councilor Yevonna Yacine B. Emano
  - Councilor Joyleen Mercedes L. Balaba
  - Councilor Ian Mark O. Nacaya
  - Councilor Edgar S. Cabanlas
  - Ex-Officio: - Councilor Yan Lam S. Lim
  - Councilor Datu Roberto P. Cabaring
  - Councilor Jay R. Pascual
  - Councilor Romeo V. Calizo
  - Councilor Jose Pepe S. Abbu, Jr.
  - Councilor Malvern A. Esparcia
  - Councilor Maria Lourdes S. Gaane
  - Councilor James K. Judith II
  - Councilor Christian Rustico M. Achas
  - Councilor Suzette G. Magtajas-Daba
  - Councilor Kenneth John D. Sacala

**ENACTED** this 20<sup>th</sup> day of January 2025 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.



**ARTURO S. DE SAN MIGUEL**  
CITY COUNCIL SECRETARY

Attested as duly enacted:

**JOCELYN B. RODRIGUEZ**  
CITY VICE MAYOR  
PRESIDING OFFICER

Approved:

**ROLANDO A. UY**  
CITY MAYOR

Attested:

**ATTY. ROY HILARIO P. RAAGAS**  
CITY ADMINISTRATOR

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") made and entered into by and among:

**CITY GOVERNMENT OF CAGAYAN DE ORO**, a local government unit duly organized and existing under and by virtue of the laws of the Philippines, with principal office at **89 Hayes St., Cagayan de Oro City**, represented in this agreement by its Mayor, HON. ROLANDO "KLAREX" A. UY, Ordinance and hereinafter referred to as the "**CITY GOVERNMENT OF CAGAYAN DE ORO**";

-and-

**MAYA PHILIPPINES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal business address at 6F Launchpad Bldg. Sheridan Cor. Reliance Street, Highway Hills, Mandaluyong City, represented by its Maya -, **Mr. Mario M. Lazaro**, duly authorized under \_\_\_\_\_ (attached herewith as Annex "A") and hereinafter referred to as "**Maya**";

-and-

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution duly organized and existing under and by virtue of the provisions of Executive Order No. 81 dated December 3, 1986, as amended by Republic Act No. 8523 dated February 14, 1998, with principal address at Sen Gil Puyat corner Makati Avenue, Makati City Philippines, represented by its Senior Assistant Vice President and Officer-in-Charge of Branch Banking Group – Northern Mindanao, **MS. ROMEL S. CALAPARDO**, duly authorized under Secretary's Certification No. \_\_\_ dated August 9, 2024 (attached herewith as Annex "B") hereinafter referred to as the "**DBP**".

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, **Maya** and **DBP** shall individually be known as "Party" and collectively be known as "Parties".

### WITNESSETH THAT:

**WHEREAS**, the **CITY GOVERNMENT OF CAGAYAN DE ORO**, as a local government unit (LGU), covered by Republic Act No. 8792, also known as the "*E-Commerce Act of 2000*", intends to continue the adoption and enhancement of its Remittance Verification Monitoring System (RVMS) for the processing and collection of payment for taxes, government services and other fees from its clients;

**WHEREAS**, as an LGU, the **CITY GOVERNMENT OF CAGAYAN DE ORO** also intends to improve its transaction systems and procedures in compliance with Republic Act No. 11032, or the "*Ease of Doing Business and Efficient Government Services Delivery Act of 2018*";

**WHEREAS**, **Maya** offers Maya Payment Solutions (the "PPS") which the **CITY GOVERNMENT OF CAGAYAN DE ORO** finds acceptable pursuant to law;

**WHEREAS**, the **CITY GOVERNMENT OF CAGAYAN DE ORO** intends to avail of **MAYA's** PPS to accommodate payments for taxes, government fees, and other fees from the clients of **CITY GOVERNMENT OF CAGAYAN DE ORO** through Maya payments solutions;

**WHEREAS, Maya** is willing to extend and provide its PPS and related services to the **CITY GOVERNMENT OF CAGAYAN DE ORO** under the terms and conditions approved by all Parties; and

**WHEREAS, DBP** has been chosen as the depository and financial settlement bank of **CITY GOVERNMENT OF CAGAYAN DE ORO**, subject to terms and conditions mutually agreed by the Parties.

**NOW, THEREFORE**, for and in consideration of the foregoing, the **CITY GOVERNMENT OF CAGAYAN DE ORO, DBP, and Maya** hereby agree to engage in this Agreement for the collection, transmittal, and remittance of **CITY GOVERNMENT OF CAGAYAN DE ORO's** taxes, payments for government services and other fees, under the following terms and conditions:

**I. SCOPE OF AGREEMENT**

- A. This Agreement covers the provision of the PPS with the following services (the "Services"):
  - a. Online Checkout that accepts credit/debit cards;
  - b. Bills Payment via Maya app;
  - c. Pay by Maya;
  - d. Smart Padala Centers Bills Payment.
  
- B. This Agreement also covers the collection, transmittal, and remittance of **CITY GOVERNMENT OF CAGAYAN DE ORO** taxes, payments for government services and other fees (the "Fees"), as well as the arrangement of depositing the collected Fees and other payments due to **CITY GOVERNMENT OF CAGAYAN DE ORO**.

**II. GENERAL TERMS AND CONDITIONS**

- A. That the authority granted by **CITY GOVERNMENT OF CAGAYAN DE ORO** to **Maya** under this Agreement shall be on a non-exclusive basis and shall be at no cost to **CITY GOVERNMENT OF CAGAYAN DE ORO**;
  
- B. No Party shall hold the Party's officers, directors, agents, and employees accountable for claims, damages, losses, and expenses arising out of or resulting from the negligence or misconduct of the Party's officers, employees, or agents as provided by the laws of the Republic of the Philippines;
  
- C. The **CITY GOVERNMENT OF CAGAYAN DE ORO** and **CITY GOVERNMENT OF CAGAYAN DE ORO** and Maya with all relevant and current laws and regulations implemented by the Bangko Sentral ng Pilipinas (BSP) and other regulatory bodies;
  
- D. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement. **Maya** shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, materials, and methods. **Maya** shall at all times support and safeguard the **CITY GOVERNMENT OF CAGAYAN DE ORO's** legitimate interests in any dealings with third parties. **Maya** shall furnish the **CITY GOVERNMENT OF CAGAYAN DE ORO** such information related to the Services as the **CITY GOVERNMENT OF CAGAYAN DE ORO** may from time to time reasonably request. **Maya** shall at all times cooperate and coordinate with **CITY GOVERNMENT OF CAGAYAN DE ORO** in carrying out its obligations under this Agreement;

- E. In no case, shall this Agreement be construed as creating a partnership as contemplated and governed by the New Civil Code of the Philippines, nor shall any Party hereto be deemed as a representative of another for any purpose not stated herein; and
- F. This Agreement shall constitute the entire agreement among the Parties herein with respect to the subject matters hereof and shall supersede all previous negotiations, writings and/or commitments. It may not be amended or modified except by an instrument in writing, executed by **CITY GOVERNMENT OF CAGAYAN DE ORO, DBP and Maya**.

### **III. OBLIGATIONS OF THE PARTIES**

#### **A. CITY GOVERNMENT OF CAGAYAN DE ORO shall:**

- 1. Be responsible to engage **Maya** on the provision of the Services to support its implementation of its online services, in accordance with existing laws, rules and regulations.
- 2. On a daily basis, monitor, record and receive detailed daily reports, through its Cash Division-Treasury Department, on all collections of **CITY GOVERNMENT OF CAGAYAN DE ORO Fees** paid by its clients using the PPS, and deposited by **MAYA** to **CITY GOVERNMENT OF CAGAYAN DE ORO's** bank account at **DBP Cagayan de Oro Branch, with Account No. 0810-019999-032**. Any discrepancy noted in the detailed report submitted by **Maya** to **CITY GOVERNMENT OF CAGAYAN DE ORO** shall be reported, reconciled and corrected immediately by the erring party.
- 3. Validate the total amount of **CITY GOVERNMENT OF CAGAYAN DE ORO Fees** against the detailed report of **Maya** and the monthly bank statement issued by **Cagayan de Oro Branch, with Account No. 0810-019999-032**.
- 4. View/download/print an electronic copy of bank statements of **CITY GOVERNMENT OF CAGAYAN DE ORO** account with **DBP Cagayan de Oro Branch, with Account No. 0810-019999-032** through the DBP's Digital Banking Portal Facility by the **CITY GOVERNMENT OF CAGAYAN DE ORO** authorized users.
- 5. Require, upon combined efforts, to remedy any discrepancy in the amount of **CITY GOVERNMENT OF CAGAYAN DE ORO Fees** remitted to **Cagayan de Oro Branch, with Account No. 0810-019999-032** and to settle and submit the unremitted/under-remitted collections and corrected collection reports of **CITY GOVERNMENT OF CAGAYAN DE ORO Fees**. In case of discrepancy of the data, the findings/report of the **CITY GOVERNMENT OF CAGAYAN DE ORO** shall prevail and will serve as the basis of recording.
- 6. Provide information to its clients on the appropriate charges that **Maya** may impose for the Services when paying **CITY GOVERNMENT OF CAGAYAN DE ORO Fees** using the **Maya's** front-end systems.

#### **B. Maya shall:**

- 1. Allow the **CITY GOVERNMENT OF CAGAYAN DE ORO** to use the PPS.

**Maya** shall accept payments from **CITY GOVERNMENT OF CAGAYAN DE ORO's** clients using the PPS through the Online Checkout that accepts credit/debit cards, Bills Payment via Maya app, Pay by Maya service and allow Bills Payment collection to Smart Padala centers.

a.

- 2. Maintain an account with **DBP** with a cash balance enough for **Maya** to transfer funds electronically to the total collections of **CITY GOVERNMENT OF**

**CAGAYAN DE ORO for credit to CITY GOVERNMENT OF CAGAYAN DE ORO's Cagayan de Oro Branch Account No0810-019999-032.**

3. Provide the required Application Program Interface (API) to **CITY GOVERNMENT OF CAGAYAN DE ORO** for system interface purposes at no cost to.
4. Commit to assist in the adjustments that maybe be done in **CITY GOVERNMENT OF CAGAYAN DE ORO's** system/facility in order to successfully integrate its system for easier and faster uploads of reports/returns/complaints.
5. Transmit electronically to **CITY GOVERNMENT OF CAGAYAN DE ORO** the Daily Collection Data (detailed report of daily collection at **11:59 PM** (cut-off time) on or before **12 NN** of the following banking day. In case of electronic transmission failure, **Maya** shall inform **CITY GOVERNMENT OF CAGAYAN DE ORO** through its Cash Division- Treasury Department and ISTSD of such to determine the cause thereof.
6. Accept such payments only in Philippine Currency, and to issue the corresponding proof of payments in the form of Electronic Transaction Receipt to the clients.
7. Remit/deposit daily, the total daily collections (up to 11:59 PM cut-off time) to the **CITY GOVERNMENT OF CAGAYAN DE ORO's Cagayan de Oro Branch Account No. 0810-019999-032.**

Payment transactions received by **Maya** up to the end-of-day cut-off-time of **11:59 PM**, Manila, Philippine Time (GMT+8), shall be posted as transactions of that day. Any transaction received by **Maya** after the cut-off-time shall be considered as a transaction of the next banking day.

8. Provide the **CITY GOVERNMENT OF CAGAYAN DE ORO's** Accounting Division and Cash Division, on a daily basis, a settlement report showing the number of transactions received for the day, and amounts credited or debited for review and reconciliation purposes.
9. Pay interest to the **CITY GOVERNMENT OF CAGAYAN DE ORO**, for any collections not remitted, late-remitted, or under-remitted as follows:
  - a. Interest on the amount of collection that was not remitted shall be computed based on the BSP's overnight lending rate, compounded daily from the date of collection until actual remittance; and
  - b. For subsequent violations, the interest shall be computed based on the BSP's overnight lending rate plus a penalty equivalent to 2% of the amount of collection which was not remitted.
10. Bear the responsibility for collection-related losses due to theft, pilferage, or fire, or non-remittance by collection partner/s or the latter's employees, agents, or representatives, unless such loss is attributable to a third party who acted with irresistible force or threat.
11. Any and all sums collected by **Maya** or which otherwise comes into its possession by virtue of this Agreement shall be held by **Maya** in trust for **CITY GOVERNMENT OF CAGAYAN DE ORO**. Failure of **Maya** to remit such collections or sums of money shall make **Maya** liable as herein agreed upon.
12. Provide "Maya Manager" to **CITY GOVERNMENT OF CAGAYAN DE ORO**, a Payment Portal where the payment of **CITY GOVERNMENT OF CAGAYAN DE ORO** Fees are reflected in real-time and a Report File (.xlsx format) and other

prescribed reports to the Bureau of the Treasury (BTr) and Commission on Audit (COA) can be generated the following banking day at 9:00 AM.

If there are problems with the Payment Portal, then **Maya** shall inform **CITY GOVERNMENT OF CAGAYAN DE ORO** to determine the cause of the error. Contact person/s would be:

Telephone Number :  
E-mail Address :

13. Be held liable to **CITY GOVERNMENT OF CAGAYAN DE ORO** for claims and damages arising from the erroneous lapsing of a client's application by reason of **Maya's** failure to report and/or remit the payment information to **CITY GOVERNMENT OF CAGAYAN DE ORO** on the time specified as agreed upon, and/or erroneous reporting by **Maya**, provided that such failure or erroneous reporting is proven by evidence. **Maya** shall resolve all reporting inconsistencies made. The corrected report shall be sent to the **CITY GOVERNMENT OF CAGAYAN DE ORO** not later than two (2) working days from the time the inconsistency was reported.
14. Respond and resolve, in coordination with **CITY GOVERNMENT OF CAGAYAN DE ORO**, any complaint by a client with regard to payments made through the PPS within two (2) working days upon receipt of the written complaint by **Maya** upon endorsement of the PPS.
15. Inform the **CITY GOVERNMENT OF CAGAYAN DE ORO** via call, e-mail, advisory, or any related form in cases of a system downtime either scheduled or unscheduled.
16. Handle its own promotional campaign for the purpose of marketing the Services. Such marketing and promotion shall include but is not limited to the use of banners, fliers, and posters promoting the Service, and shall be subject to the joint approval of **MAYACITY GOVERNMENT OF CAGAYAN DE ORO**.

C. **DBP** shall:

1. Maintain a settlement account wherein all collections/payments accepted and deposited by **Maya** under this Agreement shall be credited via DBP Corporate Banking initiated by **Maya**.
2. Provide the soft copy of the monthly bank statement for **CITY GOVERNMENT OF CAGAYAN DE ORO** not later than five (5) banking days after the end of each month.
3. Provide **CITY GOVERNMENT OF CAGAYAN DE ORO** with access to the DBP Corporate Banking Facility to view/download daily the bank statement from the settlement account.
4. Execute the auto-debit instruction issued by **Maya** in the event of shortfall or deficiency in collections on the remittance based on the collection report of **CITY GOVERNMENT OF CAGAYAN DE ORO**.

#### **IV. SERVICE FEE FOR TRANSACTIONS**

**Maya** agrees, undertakes, and acknowledges that it will only charge the clients service fees specified in **ANNEX A** of this Agreement [*For (a) Online Checkout that accepts credit/debit cards, QR, and E-wallets and (b) Pay by Maya*]

The Service Fee shall be subject to annual review and agreement by the Parties and any modification on the Service Fee thereof shall be subject to prior approval of all Parties.

It is understood that **Maya** shall not charge any amount other than those stated herein. A violation thereof will be a ground for the cancellation of this Agreement.

#### V. ADJUSTMENT OF COLLECTIONS

Adjustment shall be allowed for electronic transactions involving errors subject to:

- A. Adjustments on the collections shall be indicated in the Daily Collection Reports with reference thereof and to be submitted through the Cash Division-Treasury Department and ISTSD; and
- B. Adjustment on the collections due to over/under remittance of collections shall be effected against the day's collections; Provided, that the adjustments shall be substantiated by the submission of the appropriate exception reports/documentation required by the **CITY GOVERNMENT OF CAGAYAN DE ORO** within five (5) banking days from collection date.

#### VI. LIMITATION OF LIABILITIES

- A. The Parties shall not be liable for damages arising from service interruptions, interoperability, interaction, or interconnection of **Maya's** PPS with **CITY GOVERNMENT OF CAGAYAN DE ORO's** equipment and systems, whatsoever the causes thereof whether caused by or with applications, equipment, services or networks provided by **Maya**, **CITY GOVERNMENT OF CAGAYAN DE ORO** or by third parties; or through unauthorized access to or by theft, alteration, loss or destruction of **CITY GOVERNMENT OF CAGAYAN DE ORO's** applications, data, programs, information, network or systems through accident, fraudulent means or by force majeure;
- B. The Parties shall not be liable for damages arising from communications/transactions that fail to reach their designated beneficiary, or any failure to deliver communication/transaction intended for end users, except where such failures **Maya's** or the **CITY GOVERNMENT OF CAGAYAN DE ORO's** occur due to **Maya's** or **CITY GOVERNMENT OF CAGAYAN DE ORO's** failure to strictly comply with the procedures as herein agreed upon;
- C. In any event, neither Party will be liable to the other for any kind of damages, including loss of profit or revenues, or loss of prospective business advantage, regardless of whether the Party had been advised of such damages or whether that liability arises in contract, tort, strict liability, breach of warranty or otherwise; *Provided*, no neglect, fraud, delay or non-compliance that can be attributed to the erring Party;
- D. Liabilities shall be limited to damages arising from the usage of equipment, systems, or facilities beyond its known functionalities, limitations, and capabilities; and
- E. **Maya**, **DBP**, and **CITY GOVERNMENT OF CAGAYAN DE ORO** shall keep each other free and harmless and indemnify the other from third-party claims, suits, or demands which are due to negligent or fraudulent acts or omissions or willful misconduct solely attributable to one but not the other.

#### VII. AMENDMENTS TO THE AGREEMENT

- A. Any amendment to this Agreement will be made only with the prior written concurrence of each Party. No waiver of this Agreement shall be effective unless it is in writing and signed by each of its duly authorized representative;
- B. The Parties may modify, amend, revise any provision of this Agreement: Provided, that the requesting Party tenders at least thirty (30) days' prior

written notice of the proposed modifications/amendments/revision. The other Parties may agree to the proposal or provide their own modification/amendment/revision to the proposal. The recommendations shall be deemed approved and effective upon written agreement signed by herein Parties: the **CITY GOVERNMENT OF CAGAYAN DE ORO**, DBP and MAYA; and

- C. The amendment and/or revisions shall have the same effect as the original agreement and shall be considered as an integral part thereof.

### VIII. TERMINATION

- A. The Agreement shall be deemed terminated either through mutual written agreement or just cause as follows:

- 1) Failure of any of the Parties to perform any of its material obligations pursuant to the terms of this Agreement due to no fault of the other;
- 2) Any material misrepresentation committed by any of the Parties; and
- 3) Continuing or repeated non-compliance, willful violation, or non-performance of other terms and conditions hereof which is hereby deemed a material breach of this Agreement.

Any of the Parties who wish to terminate this Agreement must serve the other Parties with a written notice thirty (30) days before the date of termination. If the reason for the termination are those stated in Article VIII-A nos. 1-2 of this Agreement aside from such notice, a consultation must be made with the other Parties. After the consultation, the Parties shall decide whether to terminate this Agreement, or to exempt, defer or suspend the performance of part of obligations of a Party. Such decision shall be in writing and signed by the Parties' respective representatives: Provided, that after the end of the causes stated, the Party who fails to perform its obligations under this Agreement shall promptly comply with its obligations and responsibilities under this Agreement;

- B. Termination of this Agreement shall be without prejudice to the liabilities incurred by each Party before the date of such termination; and
- C. Anything in this Agreement to the contrary notwithstanding, any delay in or failure or performance by any of the Parties of its obligation under this Agreement shall not constitute default or give rise to terminate this Agreement if, and to the extent that, such delay or failure is caused by an occurrence beyond the reasonable control of such Party, including, but not limited to the following: acts of God, compliance with any lawful order of any governmental authority, acts of war, rebellion, insurrection, riots or sabotage, information system breakdowns, epidemics, or any other case, whether or not of the same class or kind as those specifically described above. *Provided*, that such causes or occurrences shall not relieve such guilty Party of liability in the event of its concurring negligence, or in the event of its failure to use due diligence to avoid or remedy the situation.

### IX. DISPUTE RESOLUTION

The Parties herein shall exert their best effort to settle amicably all disputes arising out of or in connection with this Agreement, or in the interpretations, enforcement and implementation thereof. Any dispute among the Parties as to matter arising pursuant to this Agreement which cannot be settled amicably within thirty (30) days after receipt by a Party's request for such amicable settlement may be submitted by the Parties for

arbitration in accordance with Republic Act (RA) No. 876 in relation to RA No. 9285 and its implementing Rules and Regulations.

By executing this Agreement, the Parties consent to the submission of all disputes arising from the interpretation, enforcement and implementation of this Agreement to arbitration.

**X. WAIVER AND/OR CUMULATIVE REMEDIES**

- A. No failure or delay on the Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of any such right, power or remedy preclude any right, power or remedy hereunder. The remedies herein provided are cumulative in nature and not exclusive of any remedies provided by law.
- B. The failure of one Party to insist upon the strict performance of any of the terms, conditions or covenants hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, and which terms and conditions shall continue to be in full force and effect. No waiver by any Party of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by the concerned Party.

**XI. GOVERNING LAW AND JURISDICTION**

This Agreement, and all negotiations and legal agreements prepared in connection herewith, and any dispute or claim arising out of or in connection with their subject matter or formation, shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

**XII. TRANSFER OF RIGHTS**

The Parties hereto undertake not to assign, transfer, nor convey their respective rights, titles, or interest in this Agreement, nor any benefits arising therefrom, without first obtaining the written consent of the other Party/Parties.

**XIII. SEVERABILITY**

In the event, that any one or more of the provisions contained in this Agreement is declared by a competent court to be invalid, illegal, or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal, or unenforceable provisions with valid provisions to give effect to the intent of the Parties.

**XIV. CONFIDENTIALITY**

- A. The Parties mutually agree that it will hold and secure any Confidential Information in strict confidence. Under the terms of confidentiality, the Parties agree that any such information will be treated with utmost confidentiality, and that the Parties and their respective employees/representatives will use reasonable efforts to protect such information shall not be disclosed without the written consent of the other Party, and that each Party will 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 shall continue in full force and effect subsequent to and notwithstanding the expiration of this Agreement.

For purposes, hereof, "Confidential Information" refers to information, in any form, which the Disclosing Party considers secret, private, privileged, classified, or proprietary, including but not limited to written, oral, visual, audio information, or those produced by electronic media or through any other means.

- B. At any time that the security and confidentiality of information is threatened or compromised, the Parties shall immediately suspend the implementation of the Bills Payment Collection Service for **CITY GOVERNMENT OF CAGAYAN DE ORO** until such time that the threat or deficiency is corrected to the satisfaction of the Parties.
- C. This confidentiality obligation does not apply to information where a Party can prove that:
  - 1. It was legitimately received or is being legitimately received from a third party with no restrictions on disclosure;
  - 2. It was already generally known upon completion of the Agreement or subsequent thereto, without infringement of the obligations contained in this Agreement;
  - 3. It forms part of information which is independently acquired or developed by the Party on its own without violating the provisions of this Agreement; and
  - 4. Either Party is required by law, court order or other governmental action to disclose all or any part of the confidential information provided, however, that when either Party reasonably anticipates or has reasonable cause to anticipate that such Party may be so required, the concerned Party must notify the other Party within twenty-four (24) hours of such actual or anticipated requirement and must use its best endeavors, as may be consistent with the concerned Party's legal obligations, to delay and withhold such disclosure until the other Party has had an opportunity to oppose such disclosure by lawful means.
- D. The Parties hereby agree to keep and maintain custody of all records of all transactions relative to this Agreement for a period of three (3) years. Such records shall include all copies of all transaction forms, receipts, accounting stubs for checks and other related documents. Each Party agrees to provide copies of any such records upon request of the other Party.

## **XV. DATA PRIVACY**

- A. In accordance with R.A. No. 10173, otherwise known as the "*Data Privacy Act of 2012*," and its Implementing Rules and Regulations (IRR) and other applicable issuances by the National Privacy Commission (NPC), each Party shall, in connection with this Agreement, comply in all respects with the laws and regulations relating to data privacy protection and shall 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.
- B. The Parties are under a strict obligation to notify any potential or actual losses of any shared personal data or any data security breach to the other Party within one (1) Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable data protection laws. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious and compliant manner.
- C. Whenever applicable, in the performance of this Agreement, the Parties, its officers, employees, agents, and representatives, shall, among others:
  - 1. Process personal data only upon the documented instructions of a Party acting as Personal Information Controller, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;

2. Implement measures and systems such as clear written guidelines and training modules for its employees, agents, and representatives, that will enable data subjects or subscribers to exercise any and all of their rights under the Data Privacy Act of 2012;
3. Implement such measures and systems that will allow data subjects or subscribers to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;
4. Implement such measures and systems that will allow data subjects or subscribers to exercise their right to access under the Data Privacy Act of 2012;
5. Maintain proper records, and provide a Party acting as Personal Information Processor access to such records, as will allow the Party to comply with the exercise by data subjects or subscribers of their right to access under the Data Privacy Act of 2012;
6. Ensure that data subjects or subscribers will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;
7. Determine the appropriate level of security measures taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;
8. Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act and its implementing rules and regulations), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the (1) collection, processing, maintenance, and deletion/disposal of personal data and records; and (2) the sharing of these information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;
9. Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;
10. Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;
11. Ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;
12. Not to engage another processor without prior instruction from a Party acting as Personal Information Controller: Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;
13. In case of data breach, promptly notify the Parties within twenty-four (24) hours or earlier from the time of discovery, to enable the notified Party to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information that may, under the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person, the Parties, or the National Privacy Commission believes that

- such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;
14. Promptly inform a Party/ies if, in its opinion, any instructions of said Party violates, or may be construed to violate, any provision of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;
  15. Assist a Party in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of processing and the information available;
  16. At the choice of the Party who is the Personal Information Controller, delete, destroy, or return all personal data to the former after the end of the provision of services relating to the processing: Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;
  17. Make available to a Party all information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the other Party or another auditor mandated by the latter; and
  18. Include all the foregoing in its privacy and security policy.

D. The Parties shall have the right to test and monitor compliance by a Party with the aforementioned data privacy laws, administrative orders, and government issuances, and the provisions of this paragraph. The Parties agree to immediately correct or introduce improvements to its system should the results show failure by a Party to comply with the requirements of this paragraph, without prejudice to other remedies available to the Parties under this Agreement.

**XVI. NO GIFT POLICY**

The Parties acknowledge that no fee or commission or benefit was extended to their respective officers and employees in consideration for executing this Agreement.

**XVII. NOTICES AND ACCOUNTABLE PERSONS**

Unless otherwise provided herein, all notices, reports, communications and materials to be given or delivered pursuant to this agreement shall be in writing and shall be given and delivered to the Party concerned at the following addresses and/or sent by fax and/or email to the attention of the following individuals or departments:

**A. CITY GOVERNMENT OF CAGAYAN DE ORO**

<b>For Copy of Reports</b>	<b>Engr. Leonil G. Mistula</b>
	<b>Asst. City Treasurer for Operations</b>
Address	(088) 881-2756; 09088101609
Tel./Fax No	
E-mail Address	

**B. MAYA PHILIPPINES, INC.**

<b>For Copy of Reports/Technical issues</b>	<b>Tisha Quinitio</b>
	<b>Maya Business Senior Manager</b>

Address	6/F Launchpad Reliance Cor. Sheridan Streets, Mandaluyong City
Tel./Fax No.	+639992218991
E-mail Address	<a href="mailto:tisha.quinitio@PayMaya.com">tisha.quinitio@PayMaya.com</a>

**C. DEVELOPMENT BANK OF THE PHILIPPINES**

<b>For Copy of Reports/Technical issues</b>	
Address	_____ City
Tel./Fax No.	
E-mail Address	<a href="mailto:cagayandeoro@dbp.ph">cagayandeoro@dbp.ph</a>

**XVIII. EFFECTIVITY**

This Agreement shall be effective for a term of one (1) year commencing on the date of signing hereby by the Parties, and shall be automatically renewed under the same terms and conditions unless earlier terminated, revised, or revoked upon mutual agreement of its Parties following the provision of Article VIII or for a cause in violation of this contract.

**XIX. OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) REVIEW**

The Parties acknowledge that this Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the Parties agree to supplement/amend/restate this Agreement and incorporate the additional comments/revisions which the OGCC may impose in its review/clearance Memorandum, with effect from the date of signing hereof.

**IN WITNESS, WHEREOF**, the Parties have hereunto affixed their signatures on \_\_\_\_\_, in the City of \_\_\_\_\_, Philippines and on \_\_\_\_\_, in the City of \_\_\_\_\_.

**CITY GOVERNMENT OF CAGAYAN DE ORO**

By:

**HON. ROLANDO A. UY**  
Mayor

**MAYA PHILIPPINES, INC.**

By:

**Mario M. Lazaro**  
Maya - Director

**DEVELOPMENT BANK OF THE PHILIPPINES**

By:

**ROMEL S. CALAPARDO**

Senior Assistant Vice President and  
Officer-in-Charge, Branch Banking Group – Northern Mindanao

**SIGNED IN THE PRESENCE OF:**

**SM ARVIN C. SIMBAJON**

**JILLIAN RAE T. INDING**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) SS.

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ 202\_\_, personally appeared the following:

<b>Name</b>	<b>Government Presented</b>	<b>ID</b>	<b>Place and Date Issued</b>
CITY GOVERNMENT OF CAGAYAN DE ORO Represented by: <b>HON. ROLANDO A. UY</b>		Senior Citizen ID No. 10156	Office of the Senior Citizens Affairs at Cagayan de Oro City

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity he represents and that he has the authority to sign in behalf of his principal.

The foregoing document is a **Memorandum of Agreement** which consists of \_\_\_\_\_ (\_\_\_\_) pages, including herein Annex/es and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 202\_\_.

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ City ) SS.

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ 202\_\_, personally appeared the following:

<b>Name</b>	<b>Government Presented</b>	<b>ID</b>	<b>Place and Date Issued</b>
-------------	---------------------------------	-----------	------------------------------

**Maya Philippines, Inc.**  
Represented by:  
**Mario M. Lazaro**

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity he represents and that he has the authority to sign in behalf of his principal.

The foregoing document is a **Memorandum of Agreement** which consists of \_\_\_\_\_ (\_\_\_\_) pages, including herein Annex/es and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 202\_\_.

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES            )  
CITY OF CAGAYAN DE ORO                ) SS

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ in Cagayan de Oro City, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE ISSUED	PLACE ISSUED
DBP			
SAVP ROMEL S. CALAPARDO	DBP ID No. 0100242-ROM	N/A	Makati City

known to me and to me known to be the same person who executed the foregoing instrument, and acknowledged to me that the same is his free and voluntary act and deed as well as of the *principal he represents*. This instrument, which consists of \_\_\_\_\_ (\_\_\_\_\_) pages, including the annexes and this page wherein this Acknowledgment is written, refers to a *Memorandum of Agreement (Maya Philippines, Inc. and City Government of Cagayan de Oro Tripartite Agreement)*, signed by SAVP Calapardo and his instrumental witnesses, SM Arvin C. Simbajon and Jillian Rae T. Inding, on each and every page thereof.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc No  
Page No  
Book No  
Series of 202\_\_

**ANNEX "A"**

**Annex B**

**Business and Commercial Terms**

Below are the business and commercial terms that may be agreed upon between Maya Philippines, Inc. and the City Government of Cagayan de Oro.

Solution	Commercial Terms	Description	Unit Cost
<p>In-store Solution</p> <p><b>Maya QR and QRPH</b></p> 	<b>Merchant Discount Rate (MDR)</b>	<p>This is the fee/percentage rate charged for every payment transaction made via Maya <b>Static QR Ph.</b></p> <p><b>QRPH</b> is the standard National Quick Response code backed by BSP that allows you to accept payments from customers using other banks and e-wallet app such as GCash, AllBank, Asia United Bank, BPI via Vybe App, ChinaBank, LandBank of the Philippines, Metrobank, RCBC, Unionbank, Cebuana Bank, and others.</p>	MDR: Php 10.00
<p><b>Maya One</b></p> 	<b>Merchant Discount Rate (MDR)</b>	<p>This is the fee/percentage charged for every payment transaction made via cards branded by VISA, MasterCard, JCB and Bancnet Contactless TAP, Dip, and Swipe</p>	MDR: 1.50%
	<b>Merchant Discount Rate (MDR) – Bancnet, Maya Dynamic QRPH</b>	<p>This is the fee/percentage charged for every payment transaction made via QR code.</p>	MDR: 1.50%



	<b>Integration Fee</b>	A one-time integration fee	Fee: Php 150,000 (waived)
	<b>POS Deployment Fee</b>	Delivery fee for every POS terminal delivered	Fee: Php 500 per POS terminal (waived)

Product	Commercial Terms	Description	Unit Cost
Online Solution  <b>Maya Checkout / Plugins / Vault / Invoice Payments / Payment Links</b>  	<b>Merchant Discount Rate (MDR)</b>	This is the fee/percentage rate charged for every payment transaction made via credit cards branded with Visa, Mastercard, JCB, AMEX	MDR: 1.50%  Fraud Tool Fee: Waived
		This is the fee/percentage rate charged for every payment transaction made via E-Wallets: Pay with Maya, QRPh, Gcash, ShopeePay.	MDR: Php 10.00

**Note**

1. MDR for POS will be shouldered by City Government of Cagayan de Oro.
2. MDR top up for online transactions may be passed on or shouldered by the payor/customer.

*\*This fee may be charged to the customer as a convenience fee, per JDAO 10-01 Guidelines on the use of access devices for payment of fees, charges, assessments, and other revenues due to the government through the electronic payment and collections system (EPCS) of a government entity.*

ANNEX "B"



DEVELOPMENT BANK OF THE PHILIPPINES  
Head Office: San Gil J. Puyat Avenue corner  
Makati Avenue, Makati City, Philippines



SECRETARY'S CERTIFICATE

I, **MARIA KATRINA L. INFANTE**, Office of the Corporate Secretary of the Development Bank of the Philippines ("DBP", for brevity), a government-owned financial institution established and operating pursuant to Executive Order No. 81 dated December 3, 1986, as amended by Republic Act No. 8523 effective March 9, 1998, otherwise known as "The Revised Charter of the Development Bank of the Philippines", with principal office at Makati City, Philippines, do hereby certify, based on the records of this Office, that pursuant to Board Resolution No. 0447 dated July 19, 2000, **SAVP Romel S. Calapardo** as Officer-in-Charge of Branch Banking Group - Northern Mindanao, per Office Order No. 283 dated July 5, 2024, effective August 5, 2024, is authorized to sign documents covering administrative matters necessary in conducting the business affairs of DBP for both credit and non-credit transactions, including, but not limited to, Memorandum of Agreements on Deposit Pick-Up Servicing, ATM Servicing or Installation, Payroll Servicing Agreement and Contract of Lease for Branch Banking Group – Northern Mindanao, its Ward Branches and/or Personnel.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of DBP this 09 day of August 2024 in Makati City, Philippines.

  
**ATTY. MARIA KATRINA L. INFANTE**  
Corporate Secretary  
Development Bank of the Philippines

REPUBLIC OF THE PHILIPPINES>  
MAKATI CITY> S.S.

SUBSCRIBED AND SWORN to before me on 09 AUG 2024, the Corporate Secretary of DBP exhibiting to me her Philippine Passport No. P22T0085B issued in DFA NCR Northeast on May 20, 2019, effective until May 19, 2029.

Doc. No. 35  
Page No. 5  
Book No. XVI  
Series of 2024.

note



  
**ATTY. PATRICIA C. VELARDE**  
Notary Public for the City of Makati  
Registered with the Department of Justice  
Roll of Attorneys No. 53138  
IBP Lifetime No. 012409 05/07/2014  
MFA Exempt Under R.A. 7024  
Makati Commission No. VCI-0705319 (2019-2024)  
Makati Office: P.O. Box 100, Makati City