

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

**HOME DEVELOPMENT MUTUAL FUND**, a government financial institution duly organized and existing by virtue of R.A. No. 9679, with principal address at 358 Petron Mega Plaza, Sen. Gil Puyat Ave., Makati City, duly represented herein by its Chief Executive Officer, **ATTY. DARLENE MARIE B. BERBERABE**, hereinafter referred to as "**Pag-IBIG Fund**",

and

**LAND BANK OF THE PHILIPPINES**, a government financial institution duly created and existing under and by virtue of R.A. No. 3844, as amended with principal office at the Land Bank Plaza 1598 M.H. Del Pilar Street, Malate, Manila, Philippines, represented herein by its President and Chief Executive Officer, **GILDA E. PICO**, hereinafter referred to as "**LANDBANK**";

### WITNESSETH: That

**WHEREAS**, in order to provide a more efficient and convenient payment channel to **Pag-IBIG Fund**'s registered employers, **Pag-IBIG Fund** has decided to adopt and implement an electronic and web-based collection platform herein referred to as "**LANDBANK Electronic Collection Facility**";

**WHEREAS**, **LANDBANK** has agreed to provide **Pag-IBIG Fund** a web-based collection solution which will enable **Pag-IBIG Fund** to accept payments with the corresponding data files from the employers and **LANDBANK** shall likewise provide reports necessary for **Pag-IBIG Fund** to efficiently monitor payments made under the system;

**NOW THEREFORE**, for and in consideration of foregoing premises and the mutual covenants and conditions hereinafter set forth, the parties hereto have agreed, as they hereby agree, as follows:

### ARTICLE I OBJECTIVE

This Agreement has been entered into by the Parties with the primary purpose and objective of providing **Pag-IBIG Fund** and its registered employers an electronic online payment and collection facility developed by **LANDBANK**.

The Parties shall provide a web-based solution for internet originated payments and collections supported by all necessary facilities for the effective and efficient management and handling of the collection of **Pag-IBIG Fund** contributions and loan amortizations due from registered employers and member-borrowers.

## **ARTICLE II COMMITMENTS AND UNDERTAKINGS**

In order to attain the objectives of this Agreement, each Party hereby commits itself as follows:

**Pag-IBIG Fund** shall:

1. Inform its registered employers that they may open a Current /Savings Account with no Average Daily Balance (ADB) requirement with **LANDBANK** where its remittances for **Pag-IBIG Fund** shall be debited;
2. Inform all its registered employers that they may utilize the **LANDBANK Electronic Collection Facility** for the remittance of contributions and loan amortizations due to **Pag-IBIG Fund**;
3. Provide **LANDBANK** with all the necessary data and information, as well as other pertinent technical requirements, specifications, procedures and facilities for the installation and development of the **LANDBANK Electronic Collection Facility**;
4. Open and maintain a Deposit Account with **LANDBANK** in order to implement the objectives of this Agreement; and
5. Accept and post all transactions and/or payments sent by **LANDBANK** in accordance with the terms and conditions set herein.

**LANDBANK** shall:

1. Handle the opening of Current/Savings Accounts with no ADB requirement for **Pag-IBIG Fund** registered employers where remittances for **Pag-IBIG Fund** shall be debited;
2. Provide **Pag-IBIG Fund** with the **LANDBANK Electronic Collection Facility** which shall allow **Pag-IBIG Fund** to accept remittances of contributions and loan amortizations from registered employers electronically;
3. Secure all the necessary approvals, permits and clearances for the implementation of the project;
4. Accept, for and in behalf of **Pag-IBIG Fund**, remittances of membership contributions and loan amortizations from registered employers;
5. Provide **Pag-IBIG Fund** an online viewing facility for proper monitoring of fund balances and collections; and
6. Submit the Collection Files to **Pag-IBIG Fund** containing all the details of the remittances received by **LANDBANK** on behalf of **Pag-IBIG Fund** via File Transfer Protocol (FTP) or any other secured means on or before the agreed time of the following day.

### **ARTICLE III EFFECTIVITY**

The Agreement shall be effective as of the date of the full compliance of the terms and conditions herein set forth and shall be enforceable until terminated by either Party upon sixty (60) days prior written notice served to the other party. Upon such termination, **LANDBANK** shall remit to **Pag-IBIG Fund** all collections due to the latter, if any, and the relevant reports, records and documents required, pursuant to this Agreement.

### **ARTICLE IV COMPLAINTS**

1. Except for **LANDBANK**'s failure to credit the Deposit Account for any payments received pursuant to and under the Agreement, **Pag-IBIG Fund** shall be responsible for handling and/or settlement of registered employer's complaints. For this purpose, all registered employers who have complaints against **Pag-IBIG Fund** shall be referred/directed by **LANDBANK** to **Pag-IBIG Fund**.
2. Any questions/complaints of **Pag-IBIG Fund** with regard to this Agreement shall be handled by the **LANDBANK** Atrium Branch.

### **ARTICLE V NON-EXCLUSIVITY CLAUSE**

Nothing herein shall be construed as a grant of exclusive rights to **LANDBANK** in providing an electronic online web-based payment gateway or e-banking facilities/services for the **Pag-IBIG Fund**. It is expressly understood that the **Pag-IBIG Fund** has the right to engage the services of other payment gateways or e-banking facilities/services as may be warranted by its needs and requirements. It is further understood that no prior consultation and/or notice to **LANDBANK** is required for the exercise such right of the **Pag-IBIG Fund**.

### **ARTICLE VI CONFIDENTIALITY**

Both parties shall treat all customer, process, internet payment design, data and information as strictly confidential and shall not disclose any such data or information to any third Party without prior written consent of the other Party, except to the extent that such data or information is already in the public domain or is acquired from a third Party who is not in breach of any confidentiality undertaking or obligation with respect to the same, or where such disclosure is required by law, valid judicial order or process.

### **ARTICLE VII EFFICACY**

The Agreement shall be subject to the approval and confirmation of the Board of Directors of **Pag-IBIG Fund** and shall be effective from the time of such approval and confirmation.

**ARTICLE VIII  
SUPPLETORY EFFECT**

The terms and provisions as contained in the previous program entered into by and between **Pag-IBIG Fund** and **LANDBANK** in so far as relevant and consistent shall have suppletory application.

**ARTICLE IX  
MISCELLANEOUS PROVISIONS**

1. This Agreement shall be governed and construed in accordance with the eCommerce Law and other applicable Philippine laws.
2. All terms and conditions not expressly provided shall be subject to mutual agreement by the Parties.

**IN WITNESS WHEREOF**, the parties through their respective authorized representative have hereinto signed in this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_, Philippines.

**HOME DEVELOPMENT  
MUTUAL FUND**

**LAND BANK OF THE  
PHILIPPINES**

By:

By:

**ATTY. DARLENE MARIE B. BERBERABE**  
Chief Executive Officer

**GILDA E. PICO**  
President and CEO

**SIGNED IN THE PRESENCE OF**

**EMMA LINDA B. FARIA**  
DCEO, Support Services Cluster

**JOCELYN dG. CABREZA**  
EVP, Branch Banking Sector

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**

\_\_\_\_\_)

At the above stated place, on the \_\_\_\_\_ day of \_\_\_\_\_ 2015,  
before me personally appeared:

**NAME**

**GOVERNMENT-ISSUED  
IDENTIFICATION.NO.**

**EXPIRY**

**ATTY. DARLENE MARIE  
B. BERBERABE**

**GILDA E. PICO**

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as the entities they respectively represent.

This instrument consists of \_\_\_\_\_ pages, including this page whereon this Acknowledgement is written and signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_.

Notary Public

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015