



**RESOLVED FINALLY, That:** Any legal encumbrance that may arise in the execution and actual application of this Memorandum of Agreement shall be the sole responsibility of the heads of Implementing Offices or Units;

**ON MOTION** of SB Member Romeo O. Fallaria duly seconded by all members present, foregoing was...


**APPROVED**": August 26, 2025, Bulalacao, Oriental Mindoro.


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**Hon. GUILLERMO G. SALAS, JR.**  
Sangguniang Bayan Member

  
**Hon. MOSES M. OSORIO, SR.**  
Sangguniang Bayan Member

  
**Hon. RAMON G. MAGBANUA**  
Sangguniang Bayan Member

  
**Hon. JOEJIE R. NARCISO**  
Sangguniang Bayan Member

  
**Hon. ROMEO O. FALLARIA**  
Sangguniang Bayan Member

  
**Hon. ROGER M. EVANGELIO, SR.**  
Sangguniang Bayan Member

  
**Hon. JERUS JADE B. REYES**  
Sangguniang Bayan Member


  
**Hon. NESTOR L. EGUILLON**  
Sangguniang Bayan Member

  
**Hon. ACERON U. CALINOG, JR.**  
IPM Representative

**CERTIFIED TRUE AND CORRECT:**

  
**KEIZEL MAY C. SALADINO**  
Temporary Secretary

**ATTESTED:**

  
**Hon. GERMAN S. ACOSTA**  
Municipal Vice Mayor/ Presiding Officer  
Date Signed: September 8, 2025

25/09/01/PLP/jpc

## MEMORANDUM OF AGREEMENT ON ATM INSTALLATION

This MEMORANDUM OF AGREEMENT ("this Agreement") is executed by and between:

**LAND BANK OF THE PHILIPPINES**, a government financial institution duly organized and existing under and by virtue of the provisions of R.A. No. 3844, as amended, with principal office address at LANDBANK Plaza, 1598 M.H. del Pilar St., cor. Dr. J. Quintos St., Malate, Manila, represented herein by its **[Title]**, **[Name of Authorized Representative]**, hereinafter referred to as "**LANDBANK**"; and

**[CONTRACTING PARTY]**, a [indicate whether a domestic corporation/government-owned and -controlled corporation/government institution/local government unit] duly organized and existing under the laws of the Republic of the Philippines, with principal office address at [ ], represented herein by its **[Title]**, **[Name of Authorized Representative]**, hereinafter referred to as "**[CONTRACTING PARTY]**". (Each of the above shall be referred to as a "Party" and collectively as the "Parties.")

### Recitals

**Whereas**, **[CONTRACTING PARTY]**, recognizing the needs of its employees and clients, desires that an off-site Automated Telling Machine (ATM) be installed within its premises;

**Whereas**, **[CONTRACTING PARTY]**, requested LANDBANK for the installation of one (1) ATM unit within its premises and LANDBANK accepted such proposal, subject to the terms and conditions set forth hereunder;

**NOW, THEREFORE**, the Parties agree as follows:

### OBLIGATIONS OF THE **[CONTRACTING PARTY]**

**Section 1.** **[CONTRACTING PARTY]** shall provide LANDBANK an adequate and dedicated space within its premises, free of charge, fee or rent, where a LANDBANK ATM shall be installed at, the sketch plan of which are hereto attached and made integral part hereof. Provided, that for ATMs installed within the premises of Local Government Units (LGUs), the payment of applicable Real Property Tax (RPT) shall be for the account of the LGUs concerned.

**Section 2.** The Parties shall have a clear scope of the electrical installation and communication facility requirement (e.g. if using VSAT or VPN, space for a 2-3 feet dish antenna is required) for the ATM unit on its premises to avoid technical connectivity issues on the extent of work. Setting-up of data/communication line shall be performed by LANDBANK.

- Section 3.** [CONTRACTING PARTY] shall help maintain the ATM Booth in good and safe condition in order to ensure that the ATM shall pose no hazards to the lives and limbs of its users;
- Section 4.** [CONTRACTING PARTY] shall assist LANDBANK in exercising reasonable care in handling the ATM and in maintaining the cleanliness of its surrounding premises and conduct regular inspection on the ATM by its security personnel.
- Section 5.** [CONTRACTING PARTY] shall implement 24-hour security measures to safeguard the ATM while inside its premises to include the following:
- 5.1. [CONTRACTING PARTY] hereby allows LANDBANK to bolt the ATM to the floor;
  - 5.2. [CONTRACTING PARTY] shall allow LANDBANK to install its standard corporate logo and standard kiosk/housing as part of the ATM deployment in ATM Booth;
  - 5.3. [CONTRACTING PARTY] shall ensure the accessibility of the ATM for servicing, loading and unloading. Any changes in accessibility time or security regulations shall be immediately coordinated with LANDBANK;
  - 5.4. During servicing, loading and unloading of cash to the ATM, only authorized personnel of LANDBANK shall be allowed inside the ATM Booth;
  - 5.5. During servicing, loading and unloading of cash to the ATM, LANDBANK's armored car shall be provided a secure parking space which shall be closest to the ATM booth;
  - 5.6. [CONTRACTING PARTY] shall not be liable for any loss or damage to the ATM unit installed within its premises, unless such loss or damage is attributed to any act or omission of any of its employees/representatives. In case of loss or damage to the ATM, the [CONTRACTING PARTY] shall endeavor to cooperate in any investigation which may be conducted by LANDBANK in connection therewith.

#### **OBLIGATIONS OF LANDBANK**

- Section 6.** LANDBANK shall provide the ATM, ATM Kiosk and the Automatic Voltage Regulator (AVR) or Uninterrupted Power Supply (UPS) free of charge, at the designated off-site ATM location on or before the agreed date of ATM operation.

- Section 7.** LANDBANK shall use the space intended for its ATM exclusively for such purpose and shall not use the same for any other purpose without the prior written consent of the [CONTRACTING PARTY].
- Section 8.** LANDBANK shall shoulder the expenses related to repairs and maintenance of the ATM.
- Section 9.** LANDBANK shall shoulder the monthly recurring costs of a leased line facility from any telecommunications carrier it may contract for the operation of the ATM.
- Section 10.** LANDBANK shall operate its off-site ATM 24-hours a day, daily, from Monday to Sunday on a best effort basis, barring unforeseen events beyond its control and subject to the security regulations of the [CONTRACTING PARTY].
- Section 11.** LANDBANK may, in coordination with the [CONTRACTING PARTY], investigate any act or omission attributable to any employee or representative of the [CONTRACTING PARTY] in case of any loss or damage to LANDBANK.
- Section 12.** Taxes and permits on the installation of the ATM, sign boards, or any advertising materials shall be for the account of LANDBANK.
- Section 13.** Within fifteen (15) calendar days from termination of this Agreement, LANDBANK shall cause the removal of its ATM unit and ATM kiosk from the premises of the [CONTRACTING PARTY] and shall surrender the designated space to the [CONTRACTING PARTY] in good condition, except as reasonable wear and tear may permit.

#### MISCELLANEOUS PROVISIONS

- Section 14. 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 15. Dispute Resolution.** *(If the Agreement is solely between departments, bureaus, offices, agencies and instrumentalities of the National Government).* 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 the provisions of P.D. 242 (Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies

between or among Government Offices, Agencies and Instrumentalities, including Government-Owned or Controlled Corporations, and for Other Purposes).

**Venue of Action.** *(If one of them parties to the agreement is a private entity)* 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 brought before the proper courts of the City of Manila to the exclusion of all other courts.

**Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. Indemnity.** The [CONTRACTING PARTY] 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 [CONTRACTING PARTY].

**Section 22. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

**Section 23. 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 24. Amendments.** No amendment, supplement or modification of this Agreement shall be deemed effective unless made in writing and signed by the Parties.

**Section 25. 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 26. 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 27. 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 have signed this Agreement on this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**LAND BANK OF THE PHILIPPINES**

By:

\_\_\_\_\_  
[Name of Authorized Representative]  
[Title]

**[CONTRACTING PARTY]**

By:  
\_\_\_\_\_

[Name of Authorized Representative]  
[Title]

**SIGNED IN THE PRESENCE OF**

\_\_\_\_\_  
[Name of Witness]

\_\_\_\_\_  
[Name of Witness]

**ACKNOWLEDGMENT**

Republic of the Philippines     )  
\_\_\_\_\_ )     s.s.

**BEFORE ME**, a Notary Public for and in the abovementioned jurisdiction, personally appeared the following:

Name	Competent Evidence of Identity	Date and Place of Issuance

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act, and the free and voluntary act of the corporations/offices/agencies/entities they respectively represent.

The foregoing instrument is a Memorandum of Agreement which consists of \_\_\_ pages, including the page on which this acknowledgment is written, and has been signed on each and every page by the Parties and their witnesses.

**IN WITNESS WHEREOF**, I have set my hand and affixed my notarial seal on this \_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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

NOTARY PUBLIC



Republic of the Philippines  
Province of Oriental Mindoro  
MUNICIPALITY OF BULALACAO

**OFFICE OF THE SANGGUNIANG BAYAN**

Municipal Building, Poblacion, Bulalacao, 5214, Oriental Mindoro  
sbobulalacaoormin@gmail.com/09988546853

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF  
THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL  
MINDORO HELD ON AUGUST 26, 2025 AT SANGGUNIANG BAYAN  
SESSION HALL

**PRESENT:**

- |                              |  |
|------------------------------|--|
| Hon. German S. Acosta        | Municipal Vice Mayor/Presiding Officer |
| Hon. Guillermo G. Salas, Jr. | Sangguniang Bayan Member               |
| Hon. Moses M. Osorio, Sr.    | Sangguniang Bayan Member               |
| Hon. Ramon G. Magbanua       | Sangguniang Bayan Member               |
| Hon. Joejie R. Narciso       | Sangguniang Bayan Member               |
| Hon. Romeo O. Fallaria       | Sangguniang Bayan Member               |
| Hon. Roger M. Evangelio, Sr. | Sangguniang Bayan Member               |
| Hon. Jerus Jade B. Reyes     | Sangguniang Bayan Member               |
| Hon. Nestor L. Eguillon      | Sangguniang Bayan Member               |
| Hon. Aceron U. Calinog, Jr.  | IPM Representative                     |

*[Signature]*  
HON. ROMEO O. FALLARIA  
*[Signature]*  
HON. GERMAN S. ACOSTA

*[Signature]*  
HON. JOEJIE R. NARCISO  
*[Signature]*  
HON. ACERON U. CALINOG, JR.

*[Signature]*  
HON. RAMON G. MAGBANUA  
*[Signature]*  
HON. NESTOR L. EGUILLON

**ABSENT:**

- |                             |                                  |
|-----------------------------|----------------------------------|
| Hon. Enrico C. Villas       | Pangulo, Liga ng mga Brgy. -O.B. |
| Hon. Francis Dave C. Cantos | SK Federation President -O.B.    |

X-----X

**RESOLUTION NO. 25-08-273**

**RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, THE HONORABLE LUMELITO M. CABAGAY TO REPRESENT THE LOCAL GOVERNMENT UNIT OF BULALACAO, ORIENTAL MINDORO TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH LAND BANK OF THE PHILIPPINES FOR THE INSTALLATION OF ONE (1) UNIT OF AUTOMATED TELLER MACHINE (ATM) WITHIN THE MUNICIPALITY AND SUCH OTHER TERMS AND CONDITIONS STIPULATED IN THE CONTRACT**

Sponsor:

**Sangguniang Bayan Member ROMEO O. FALLARIA**  
Chairperson, Committee on Rules, Privileges, Ordinances and Legal Matters

**RESOLVED AS IT IS HEREBY RESOLVED, To:** Authorize the Municipal Mayor, the Honorable Lumelito M. Cabagay to represent the Local Government Unit of Bulalacao, Oriental Mindoro to enter into a Memorandum of Agreement with Land Bank of the Philippines for the installation of one (1) unit Automated Teller Machine (ATM) within the Municipality and such other terms and conditions stipulated in the Contract;

**RESOLVED FURTHER, That:** Any change or alteration in the Memorandum of Agreement originally presented shall have no effect and therefore null and void;

*[Signature]*  
HON. MOSES M. OSORIO, SR.  
*[Signature]*  
HON. NESTOR L. EGUILLON

*[Signature]*  
HON. GUILLERMO G. SALAS, JR.  
*[Signature]*  
HON. ROMEO O. FALLARIA  
*[Signature]*  
HON. GERMAN S. ACOSTA  
*[Signature]*  
HON. JOEJIE R. NARCISO  
*[Signature]*  
HON. ACERON U. CALINOG, JR.

**RESOLVED FINALLY, That:** Any legal encumbrance that may arise in the execution and actual application of this Memorandum of Agreement shall be the sole responsibility of the heads of Implementing Offices or Units;

**ON MOTION** of SB Member Romeo O. Fallaria duly seconded by all members present, foregoing was...

**APPROVED**": August 26, 2025, Bulalacao, Oriental Mindoro.

---

Hon. **GUILLERMO G. SALAS, JR.**  
Sangguniang Bayan Member

Hon. **MOSES M. OSORIO, SR.**  
Sangguniang Bayan Member

Hon. **RAMON G. MAGBANUA**  
Sangguniang Bayan Member

Hon. **JOEJIE R. NARCISO**  
Sangguniang Bayan Member

Hon. **ROMEO O. FALLARIA**  
Sangguniang Bayan Member

Hon. **ROGER M. EVANGELIO, SR.**  
Sangguniang Bayan Member

Hon. **JERUS JADE B. REYES**  
Sangguniang Bayan Member

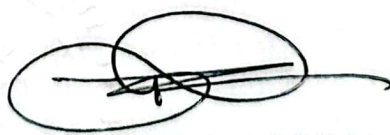
Hon. **NESTOR L. EGUILLO**  
Sangguniang Bayan Member

Hon. **ACERON U. CALINOG, JR.**  
IPM Representative

**CERTIFIED TRUE AND CORRECT:**

  
**KEIZEL MAY C. SALADINO**  
Temporary Secretary

**ATTESTED:**

  
**Hon. GERMAN S. ACOSTA**  
Municipal Vice Mayor/ Presiding Officer  
Date Signed: Sept. 8, 2025