

**Terms of Reference**

**A. Name and Description of the Project**

LANDBANK eCards with photo card personalization

**B. Objectives of the Project**

To issue Proprietary eCard to various LGUs and agencies

**C. Scope of the Project**

Supply and Delivery of personalized LANDBANK Proprietary eCards

**D. Specifications**

Annex A – Card Specifications

**E. Qualifications and Documentary Requirements**

| <b>Qualification Requirements</b>  | <b>Documentary Requirements</b>  |
|--|--|
| 1. Must be accredited by Visa and Mastercard for EMV Card Production and Personalization   | 1. Current and valid accreditation certificate issued by Visa and Mastercard for EMV Card Production and Personalization or equivalent document  |
| 2. Satisfactory Performance<br>A. <i>For New Bidder</i> - Must have a Satisfactory Performance certification from three (3) Universal/Commercial Banks in the Philippines with ongoing or completed contracts for Card production with personalization or an equivalent document/s from 2022 to 2024<br><br>B.1 <i>For Existing Suppliers (both for Scheme or Non-Scheme cards)</i> - Must have a Satisfactory Performance certification from two (2) Universal/Commercial Banks in the Philippines with ongoing or completed contracts for Card production with personalization or an | 2. Certification<br>A. Certification of Satisfactory Performance issued in 2024 by at least three (3) universal/commercial banks in the Philippines with which the bidder has ongoing or completed contracts from 2022 to 2024.<br><br>B.1. Certification of Satisfactory Performance issued in 2024 by at least two (2) Universal/ Commercial Banks in the Philippines with ongoing or completed contracts for Card Production with |

## CLASS D

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| <p>equivalent document/s from 2022 to 2024</p> <p>B.2. Notarized self-certification of no unsatisfactory performance with LANDBANK from 2020 to 2024 for the criteria but shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>a. Delivery of non-compliant/defective cards;</li> <li>b. Non-submission of accurate/ correct billing invoices;</li> <li>c. Non-compliance of the Terms of Reference of the contract;</li> <li>d. Delayed delivery which is not attributed by the Bank.</li> </ul>   | <p>Personalization or equivalent document/s from 2022 to 2024</p> <p>B.2. Notarized Self-certification with No Unsatisfactory performance with LANDBANK from 2020 to 2024.</p> |
| <p>3. Notarized Self-certification attesting compliance with the following requirements and/or terms and conditions:</p> <ul style="list-style-type: none"> <li>a. Bidder will deliver proprietary cards;</li> <li>b. Bidder will produce fifty (50) eCard designs;</li> <li>c. Bidder can accept and personalize the first batch of the embossing file within twenty (20) calendar days after the approval of FIME and card design approval of the Bank, whichever comes last;</li> <li>d. Bidder is capable of personalize the details in the face and the chip of the card based on the submitted embossing file and card variables (e.g., picture, signature, QR code);</li> <li>e. Bidder has a Card Personalization Bureau which is located in the Philippines;</li> <li>f. Bidder is compliant with Payment Card Industry – Card Production (PCI-CP); and</li> <li>g. Bidder will safely keep in its vault the remaining unused EMV card body with LANDBANK design based on the card production schedule</li> </ul> | <p>3. Notarized Self-certification attesting to the acceptance of the cited terms and conditions</p>   |

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| provided by the Bank for up to three (3) years or upon the exhaustion of the contract inventory, whichever comes first, and ensure the cards are properly insured at no additional cost to the Bank. |   |
| 4. Must have an updated and detailed Business Continuity Plan (BCP) and a Business Continuity Site which is Visa and Mastercard accredited, as required by BSP                                       | 4. Documented BCP with Visa and Mastercard accredited site                                |
| 5. Must provide the list and contact details of the Key Personnel of the company involved in the engagement  | 5. List and contact details of the Key Personnel for Card Production and Personalization. |

**F. Delivery Schedule**

- a. Program Development and CPV certification must be completed within two (2) weeks upon receipt of NTP.
- b. Delivery period must begin within twenty (20) calendar days upon receipt of Notice to Proceed (NTP) and end after one (1) year or upon the exhaustion of the contract price, whichever comes last, based on the staggered sending of embossing files of LANDBANK.
- c. The supplier must deliver the total requested personalized EMV Cards within three (3) banking days from the receipt of the submitted embossing file (minimum of 1 record and maximum of 40,000 records). Personalized EMV cards shall be delivered to the LBP Head Office via secured cargo or pick-up by the Bank’s Courier Service partner to the supplier’s personalization bureau.

**G. Delivery Site and Contact Persons**

ATM and Card Operations Management Department (ACOMD), LANDBANK Plaza, 1598 M. H. Del Pilar St., Malate Manila

| Name                    | Position                                   | Unit/eMail Address                       | Contact Number            |
|-------------------------|--|--|---------------------------|
| Joven Paolo G. Visperas | Department Head                            | ACOMD-OH/<br>jvisperas@landbank.com      | (02) 8405-7406            |
| Gerard D.L. Santiago    | Payment Cards Management Officer/Unit Head | ACOMD-CPOMU/<br>gsantiago@landbank.com   | (02) 8405-7182            |
| Johnny Anthony M. Reyes | Payment Cards Management Specialist III    | ACOMD-CPOMU-CPMT/<br>jreyes@landbank.com | (02) 8522-0000 local 4211 |

## CLASS D

|                         |                                       |   |                           |
|-------------------------|---------------------------------------|---|---------------------------|
| Lloyd Edward B. Pascual | Payment Cards Management Specialist I | ACOMD-CPOMU-CPMT / lbpascual@landbank.com | (02) 8522-0000 local 4173 |
| Clifford Grant A. Garde | Payment Cards Management Assistant    | ACOMD-CPOMU-CPMT / cagarde@landbank.com   | (02) 8522-0000 local 4211 |
| Arnel P. Patindol       | Clerk                                 | ACOMD-CPOMU-CPMT / apatindol@landbank.com | (02) 8522-0000 local 4069 |
| Rico S. Agapito         | Administrative Specialist III         | ACOMD-CPOMU-CVMT / ragapito@landbank.com  | (02) 8522-0000 local 2280 |
| Gerlina Jan J. Madarang | Payment Cards Management Analyst      | ACOMD-CPOMU-CVMT / gmadarang@landbank.com | (02) 8522-0000 local 2280 |
| Marie Liza P. Velasco   | Administrative Assistant              | ACOMD-CPOMU-CVMT / mpvelasco@landbank.com | (02) 8522-0000 local 4069 |

### H. Manner of Payment

LANDBANK will pay the supplier based on the actual volume of personalized Cards delivered based on the submitted EF and card variables.

### I. Other Terms and Conditions

#### a. Post Qualification Requirement

- i. The Lowest Calculated Bidder shall be required to submit twelve (12) sample EMV cards within two (2) banking days upon the receipt of the Test Embossing File and updated RSA of the Bank (if applicable). Samples shall be submitted at the Ground Floor, LANDBANK Plaza 1598 MH del Pilar corner Dr. Quintos Streets, Malate Manila from 8 AM to 4 PM and look for ACOMD Personnel with local numbers 7182, 4211, 4173, 2280, and 4069. These cards shall be tested by the Bank for their acceptability in ATMs.
- ii. The supplier must perform SFTP (Secured File Transfer Protocol) setup and test connectivity with LANDBANK within two (2) banking days upon receipt of NTP and must submit a certificate of connectivity
- iii. The supplier shall execute and submit a Service and Non-Disclosure Agreement (Annex B), Data Sharing Agreement (Annex C), and Acceptable Use Policy (Annex D) to the Bank after the issuance of the Notice of Award

## CLASS D

- iv. The Embossing File Format and Templates, shall be provided by LANDBANK to the supplier within two (2) banking days from receipt of NTP, NDA, and AUP.
- v. The supplier must provide the documents needed for the IPK certification within two (2) banking days upon receipt of the files stated in Item iv.
- vi. The card designs in Photoshop file (PDF) or Adobe Illustrator (AI) shall be provided to the supplier within seven (7) banking days from receipt of NTP.
- vii. The card proofs shall be submitted by the supplier for approval of LBP authorized representatives within three (3) banking days from receipt of the card design/layout.

### b. Other Requirement

- i. The Notice of Award (NOA) shall be given to the lowest bidder after passing the post-qualification tests.
- ii. **The supplier must use the latest LOA and CA Public Keys/IPKs for BN which will expire not earlier than 2032 upon project implementation.**
- iii. The Supplier must shoulder the cost of CPV review for EMV cards until certified.
- iv. The card shall have a five (5) year guaranteed life. All invalid and defective cards related to production defects must be replaced by the supplier free of charge within three (3) banking days if returned within the guarantee period.
- v. The security and cost related to keys/key exchange shall be the responsibility and shall be shouldered by the supplier. Moreover, the protection of customer information shall be the supplier's responsibility.
- vi. All keys generated for the card personalization by the Supplier shall be turned over to LANDBANK at no cost to the Bank during the Key Exchange Ceremony.
- vii. The supplier shall have a monthly report of processed, spoiled, and remaining inventory of EMV Cards.
- viii. The supplier must ensure that data on the face of the card, EMV Chip, and Magnetic stripe, QR code (if applicable) are of the same person before delivery to LANDBANK. Card replacement cost and other financial losses that may arise from inconsistent data shall be for the account of the Supplier.
- ix. The supplier must inform LBP whenever they will update the programming and card personalization scripts.
- x. The supplier must sort the cards by destination branch (subject to

## CLASS D

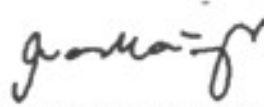
- change).
- xi. The supplier shall insert the packed personalized cards in the Bank's official Courier Services pouch with a label. (Pouch to be provided by the Bank and the label/sticker format will be provided for Card Vendors' layout).
  - xii. The supplier must provide transmittal (CD if the record per branch is more than 50 accounts; hard copy transmittal if below than 50 accounts) and soft copy to BBSD per delivered EMV Cards containing the following details (format to be provided; subject to change of details based on the project requirement):
    - a) Branch, Branch Code, or Agency
    - b) Date of Embossing File
    - c) Number of Accounts
    - d) Cardholder's Name
    - e) Account number or masked card number
  - xiii. The supplier shall submit daily the Authorization to Deliver through email with the following details:
    - a) Purchase Order
    - b) Embossing File Name
    - c) Quantity of Cards to be delivered
    - d) Name of Representative/s (Delivery Rep and Driver) with ID and Signature
    - e) Vehicle Details (Maker and Plate Number)
    - f) Signature of the Card Personalization Bureau Authorized Signatory
    - g) Result of EMV Validation Tool for the 1<sup>st</sup> card to be delivered
  - xiv. The supplier shall in no case retain any copy (soft and hard) of the Bank's embossing file, reports, and bad/spoiled cards after card personalization duly supported by a one-time notarized certification (for the whole project) including the process and manner of deletion both for the Bank's data in soft and hard copy. All records or any data submitted by the Bank shall be treated as highly confidential.
  - xv. LANDBANK shall conduct quarterly assessments or evaluations of the performance of the supplier based on the set performance criteria (Annex E).

Prepared by:



**JOHNNY ANTHONY M. REYES**  
PCMS III, CPMT

Checked by:



**GERARD D.L. SANTIAGO**  
PCMO, CPOMU



**RICO S. AGAPITO**  
AS III, CVMT

Approved by:



**JOVEN PAOLO G. VISPERAS**  
Head, ACOMD

Noted by:



**ELENITA C. RAPANUT**  
VP/Head, BBMG

**GENERAL CARD SPECIFICATIONS**

|                      |   |
|----------------------|---|
| Card Width           | 85.6mm +/- 0.1mm  |
| Card Height          | 53.98mm +/- 0.1mm   |
| Card Thickness       | 0.76mm +/- 0.1mm  |
| Radius (All Corners) | 3.175mm +/- 0.125mm   |
| Material             | PVC as specified in the ISO Standard 7810.  |
| Opacity              | Must meet ISO standard  |
| Finish               | Matte Metallic  |
| Personalization      | Full thermal printing of front design, variable data with color photo & signature |
| Chip                 | Contact   |
|                      | 16KB  |
|                      | DDA   |
|                      | Java  |
|                      | Latest Applet   |
|                      | 6 PIN module  |
|                      | Palladium   |
| Scheme Card          | No  |
| Front Card           | DOD Printing/Full printing  |
| Back Card            | DOD Printing/Full printing  |
|                      | ISO HICO Magstripe  |
|                      | Bancnet logo  |
|                      | LANDBANK logo   |



**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into this \_\_\_\_\_ at \_\_\_\_\_, by and between:

\_\_\_\_\_, a \_\_\_\_\_, with principal address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_".

- and -

**LAND BANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its BBSD Head, VP Elenita C. Rapanut, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by \_\_\_\_\_, attached hereto as \_\_\_\_\_, series.

WITNESSETH: THAT

**WHEREAS**, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between \_\_\_\_\_, on \_\_\_\_\_, for \_\_\_\_\_, attached hereto as \_\_\_\_\_. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between

LANDBANK and \_\_\_\_\_.

NOW, THEREFORE, the parties hereto agree, as follows:

**1. DEFINITION OF CONFIDENTIAL INFORMATION**

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

**2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION**

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

**3. SCOPE OF USE**

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties 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.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: \_\_\_\_\_ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

**4. OBLIGATIONS OF THE RECEIVING PARTY**

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

**5. PROPERTY OF THE DISCLOSING PARTY**

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

## 5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

## 6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information

## **CLASS D**

possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

### **7. RETURN OF CONFIDENTIAL INFORMATION**

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

### **8. REPRESENTATION OR WARRANTY**

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion

to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

## 9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of \_\_\_\_\_, to the exclusion of all other courts.

# CLASS D

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_ day of \_\_\_\_\_, 202\_\_ in the City of Manila, Philippines.

\_\_\_\_\_. **Land Bank of the Philippines**

.....  
President and CEO

SIGNED IN THE PRESENCE OF:

.....(Name) .....  
.....Position / Designation..... Position/Designation

## ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared the following:

| NAME                    | GOVERNMENT ID | DATE | PLACE ISSUED |
|-------------------------|---------------|------|--------------|
| 1. (LBP Representative) |               |      |              |
| 2. (Name of Recipient)  |               |      |              |

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of \_\_\_ (\_\_\_) pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

**IN WITNESS THEREOF**, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No.;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_



**DATA SHARING AGREEMENT**

This Data Sharing Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, by and between:

\_\_\_\_\_, a \_\_\_\_\_, with principal address at \_\_\_\_\_ City, represented by its [ position of authorized signatory/officer], [name of authorized signatory/officer], hereinafter referred to as "\_\_\_\_",

- and -

**LAND BANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at LandBank Plaza at 1598, M.H. Del Pilar corner Quintos Streets, Malate represented by its BBSD Head, VP Elenita C. Rapanut, hereinafter referred to as "LANDBANK".

\_\_\_\_\_ and Land Bank of the Philippines shall be individually referred to as a "Party" and collectively as the "Parties."

The parties' representatives are duly authorized for this purpose as evidenced by \_\_\_\_\_ attached hereto as \_\_\_\_\_, series.

**ANTECEDENTS**

**WHEREAS**, the Parties desire to execute this Agreement to supplement the Memorandum of Agreement (MOA) executed by and between \_\_\_\_\_, on \_\_\_\_\_, for \_\_\_\_\_, attached hereto as \_\_\_\_\_. This Agreement is executed for the purposes set forth in Item 2 below.

**WHEREAS**, the Parties acknowledge that for the accomplishment of the objectives of the Memorandum of Agreement there will be disclosure of Personal Data (as defined below and in the DPA), in accordance with the Data Privacy Act of 2012 ("DPA") and its Implementing Rules and Regulations ("IRR");

**WHEREAS**, the Parties acknowledge that the Data Subjects (as defined below and in the DPA) have express rights under the DPA and its IRR that provide for protection and confidentiality of their Personal Data;

**WHEREAS**, considering the requirements for disclosure and transfer of Personal Data under Republic Act No. 10173 ("Data Privacy Act"), its Implementing Rules and Regulations ("IRR") and other issuances of the National Privacy Commission ("NPC") related thereto, the Parties have agreed to enter into this Agreement in order to establish adequate safeguards for

data privacy and security of the Personal Information and Sensitive Personal Information of the Data Subjects, and uphold the rights of the Data Subjects.

NOW THEREFORE, for in consideration of the foregoing premises, the Parties hereby agree as follows:

**1. Definition**

The following terms shall have the respective meaning whenever they are used in this Data Sharing Agreement:

**Commission or NPC** – refers to the National Privacy Commission;

**Consent** – refers to any freely given, specific, informed indication of will, whereby the Data Subject agrees to the collection and processing of his or her Personal Information, Sensitive Personal Information, or privileged information. Consent shall be evidenced by written, electronic or recorded means. It may also be given on behalf of a Data Subject by a lawful representative or an agent specifically authorized by the Data Subject to do so;

**Data Protection Officer or DPO** – refers to an individual designated by each Parties to be accountable for compliance with the DPA, its IRR, and other issuance of the NPC;

**Data Sharing** – refers to the disclosure or transfer to a third party of Personal Data under the control or custody of a Personal Information Controller: Provided, that a Personal Information Processor may be allowed to make such disclosure or transfer if it is upon the instructions of the Personal Information Controller concerned;

**DPA** – refers to Republic Act 10173, otherwise known as the Data Privacy Act of 2011;

**Data Subject** – refers to an individual whose personal, sensitive personal, or privileged information is processed;

**IRR** – refers to the implementing rules and regulations of the DPA;

**Personal Data** – refers to either of the following:

**Personal Information** – refers to any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual; or

**Personal Data Breach** – refers to any unauthorized, unlawful or accidental access, Processing, disclosure, alteration, loss, damage, or destruction of Personal Data whether by human or natural causes;

**Personal Information Controller or PIC** – refers to the Party who controls the processing of Personal Data, or instructs another to process Personal Data on its behalf.

## CLASS D

There is control if the party decides on what information is collected, or the purpose or extent of its Processing;

**Personal Information Processor or PIP** – refers to any natural or juridical person or any other body to whom a Personal Information Controller may outsource or instruct the Processing of Personal Data pertaining to a Data Subject;

**Personnel** – shall refer to the employees, officers, agents, or otherwise acting under the authority of the Receiving Party and the Personal Information Controller;

**Processing** – refers to any operation or any set of operations performed upon Personal Data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the Personal Data are contained or are intended to be contained in a filing system;

**Receiving Party** – refers to either of the Parties to whom a disclosure or transfer of Personal Data is made by the other Party;

**Security Incident** – refers to an event or occurrence that affects or tends to affect data protection, or may compromise the availability, integrity and confidentiality of Personal Data. It includes incidents that would result to a Personal Data Breach, if not for safeguards that have been put in place.

**Sharing Party** – refers to either of the Parties who transfers or discloses Personal Data to the other Party.

**Sensitive Personal Information** – refers to Personal Information:

- a. About an individual's race, ethnic origin, marital status, age, color and religious, philosophical or political affiliations;
- b. About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings;
- c. Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
- d. Specifically established by an executive order or an act of Congress to be kept classified.

## 2. Purposes

The Personal Data to be shared and disclosed by one Party to the other Party shall be used and processed by the latter only in connection with (insert purpose/s) covered by the Memorandum of Agreement dated \_\_\_\_\_.

## CLASS D

Each Party is strictly prohibited from using, and shall not use and process, the Personal Data of Data Subjects shared and disclosed by the other Party for purposes other than the foregoing.

### 3. Personal Information Processors (determine if applicable, if there are PIPs)

The Parties agree that the following personal information processors engaged or appointed by each of them shall have access to Personal Data of Data Subjects for purposes of processing the same in accordance with the relevant Party's instructions:

For \_\_\_\_\_:

Name:

Address:

Other Contact Details:

For Land Bank of the Philippines:

Name: [insert name of personal information processors]

Address: [insert]

Other Contact Details: [insert]

In case during the term of this Agreement, additional personal information processors are engaged or appointed by a Party or any of the above personal information processors are replaced or their services terminated, the Party so appointing additional personal information processors or replacing or terminating a personal information processor shall promptly advise the other Party of the same.

### 4. Description or Categories of Personal Information

For the fulfillment of the abovementioned purposes, the following Personal Data of the Data Subjects may be shared and disclosed by a Party to the other Party:

enumerate personal information or sensitive personal information

### 5. Duration and Termination of Agreement

This Agreement shall take effect on the date of its execution and shall bind the Parties for as long as the Memorandum of Agreement dated [insert] between the Parties is in full force and effect.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

**6. Method of Disclosure, Transfer and Processing**

The Personal Information of the Data Subjects will be provided by \_\_\_\_\_ to \_\_\_\_\_ through \_\_\_\_\_. The Parties undertake to ensure the security of the Personal Data of Data Subjects while in transit or while being transmitted through the channels or media authorized under this Agreement. Each Party shall process Personal Data of Data Subjects disclosed or transferred to it pursuant to this Agreement in accordance with the methods and other terms and conditions of its privacy notice, statement or policy that apply to its processing of such personal information ("Privacy Policy). Each Party shall ensure that the relevant Data Subjects are informed or provided an access to its Privacy Policy.

**7. Safeguards for Data Privacy and Security (may be supplemented)**

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of the Personal Data of Data Subjects shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Personal Data in its custody. It is likewise prohibited from further sharing or disclosing such Personal Data to any unauthorized party, including its affiliates, without the prior written consent of the other Party or the Data Subjects, as appropriate.

Each of the Parties shall implement strict security measures that ensure the availability, integrity, and confidentiality of Personal Data. Each of the Parties shall implement reasonable and appropriate security measures to prevent, detect and correct privacy risk, and protect Personal Data against any Personal Data Breach as prescribed in the DPA, its IRR, and other relevant NPC issuances including:

- (a) Physical measures: locked filing cabinets, restriction of access to offices, data center, and alarm systems;
- (b) Technical measures: passwords, authentication, encryption, access controls, firewalls, regular vulnerability assessment, and other necessary technical controls;
- (c) Organizational measures: confidentiality agreements, data sharing agreements, limiting access on a need-to-know basis, staff training, privacy impact assessments and security clearances;
- (d) Taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement.

Each Party shall implement and maintain a security program in accordance with standards recognized by the National Privacy Commission, which shall include security measures intended to protect the Personal Data of Data Subjects against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall use encryption method which meets the most appropriate standard recognized by the *National Privacy Commission*.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Personal Data of Data Subjects shared and disclosed by the other Party.

## **8. Data Breach Management**

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Personal Data of the Data Subjects, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice:

- General circumstances, nature of the data breach, and Personal Information and Sensitive Personal Information of Data Subjects possibly involved;
- Number and/or identities of Data Subjects affected;
- Steps taken to reduce the harm or negative consequences of the data breach;
- The representatives of the affected Party for the purpose of addressing the data breach and their contact details; and
- Any assistance to be provided to the affected Data Subjects.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Personal Data of Data Subjects.

All security incidents and personal data breaches shall be documented through written reports, including those not covered by the notification requirements. In the case of personal data breaches, a report shall include the facts surrounding an incident, the effects of such incident, and the remedial actions taken by the personal information controller. In other security incidents not involving personal data, a report containing aggregated data shall constitute sufficient documentation. These reports shall be made available when requested by the National Privacy Commission. A general summary of the reports shall be submitted to the National Privacy Commission annually or at the termination of the DSA if terminated.

## **9. Retention, Destruction, or Disposal of Personal Data**

Unless applicable laws or regulations allow or require a longer period for retention, the Personal Data subject of this Agreement shall be kept and retained by the Parties for so long as may be necessary for the implementation or delivery of the relevant Services or after [INSERT] years from the termination of this Agreement, whichever comes later or duration which is required by law.

Upon termination of this Agreement, each Party shall, upon instruction of the other Party, destroy, delete or return to the latter all Personal Data of Data Subjects that the former received from the latter within thirty (30) days from the effective date of termination, unless the former is mandated or permitted by applicable law to maintain a copy thereof for a longer period. Likewise, upon termination \_\_\_\_\_ shall return or delete the personal data and any other property, information, and documents, including confidential information after the expiration of the agreement to Land Bank of the Philippines with a written certification of such undertaking

Personal Data of Data Subjects in the custody of a Party that requires disposal shall be disposed of and/or discarded by such Party in a secure manner that would prevent further processing, unauthorized access or disclosure to any other person or entity.

**10. Other Obligations of the Parties (obligations per party may also be added here)**

- (a) Each Party shall comply with all applicable data privacy laws and regulations in the Philippines, including the Data Privacy Act.
- (b) Each party shall adhere to the principles of transparency, legitimate purpose, and proportionality when processing Personal Data of data subjects.
- (c) Each of the Parties, as a PIC with regard to the Personal Data in their original possession, is responsible for ensuring that it collected the Personal Data lawfully and in accordance with the requirements of the DPA and its IRR. Prior to collection or sharing of Personal Data, a PIC shall be responsible for obtaining the necessary Consent of the Data Subject over the collection of Personal Data and of apprising the Data Subject with the nature, purpose, and extent of the processing of his or her Personal Data, including the risks and safeguards involved, the identity of the Personal Information Controller, his or her rights as a Data Subject, and how these can be exercised.
- (d) Each of the Parties, as a PIC, shall be responsible for the accuracy, quality, and legality of Personal Data and the means by which they acquired them.
- (e) Each Party shall require that each person entrusted by it with the processing of Personal Data of Data Subjects hereunder has undertaken to comply with the principle of data secrecy and has been duly instructed about the applicable data protection law. Such person must have a confidentiality agreement with such Party with terms that are consistent with and not less stringent than the terms of this Agreement and all other confidentiality or non-disclosure agreements between the Parties.
- (f) Whenever requested in writing, each Party shall make available to the other Party all information necessary to demonstrate its compliance with the obligations hereunder and those laid down in the Data Privacy Act, its IRR and other Circulars issued by the National Privacy Commission.

## **CLASS D**

- (g) Whenever requested in writing by the other Party, each Party shall assist the other Party in fulfilling its obligation to respond to requests from Data Subjects relative to the exercise of their rights pertaining to their Personal Data disclosed, shared or transferred to it pursuant to this Agreement.
- (h) Each of the Parties, as a PIC, shall not share Personal Data from the Sharing Party with any other party, including for purposes of outsourcing Processing operations, without the prior written permission/instruction of the Sharing Party or process Personal Data in any way or for any purpose other than those set out in this Agreement. In no case shall access to the public be granted. The Receiving Party shall segregate the Personal Data from its own and its other clients' data., In the event that the Personal Data shall be shared to any other party with the approval of other party, such agent or subcontractor shall execute a Non-Disclosure Agreement (NDA).

### **11. Personnel**

Each Party shall take steps to ensure that any person acting under its authority and who has access to Personal Data shared by the Sharing Party, does not process them except for purposes of this Agreement, the Contract, or as required by law.

Each Party shall ensure that access to Personal Data shared by the Sharing Party is limited only to its officer, employees, agents or representatives who need access only for purposes of this Agreement.

Each Party shall ensure that its officers, employees, agents or representatives engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to obligations of confidentiality and such obligations survive the termination of that officer's, employees', agents' or representatives' engagement or relationship with each Party.

Each Party shall take reasonable steps to ensure the reliability of any of its officers, employees, agents or representatives who have access to Personal Data, which shall include ensuring that they all understand the confidential nature of the Personal Data; and have received appropriate training in data protection prior to their access or Processing of Personal Data, and have signed a written undertaking that they understand and will act in accordance with their responsibilities for confidentiality under this Agreement.

### **12. Liability and Indemnity**

Each Party shall be liable for the violation of pertinent provisions of R.A. No. 10173 and may be penalized under Sections 25-37, Chapter VIII thereof. The Parties understand that they may be exempted from this liability upon proving that neither of them is responsible for the said violation.



Each party (the "INDEMNIFYING PARTY") shall hold the other PARTY and its directors, officers and employees/staff (the "INDEMNIFIED PARTY") free and harmless from, and defend them against any and all demands, claims, suits, and actions, of whatever nature and kind, and shall indemnify them for any and all losses, damages, liabilities, costs and expenses (including but not limited to costs of litigation and attorney's fees) suffered or incurred by any of them, as a result of, arising from or in connection with a breach or violation by the INDEMNIFYING PARTY of its obligations under this Agreement, except when such demand, claim, suit, and action arose from a willful breach or gross negligence of the INDEMNIFIED PARTY in the performance of its obligations under this Agreement. The INDEMNIFIED PARTY shall promptly notify the INDEMNIFYING PARTY of any threatened or actual demand, claim, suit, and action covered by this indemnification and should reasonably cooperate with each other in addressing the same.

### 13. Rights of Data Subjects

Both Parties undertake to respect and uphold the rights of Data Subjects as provided under the Data Privacy Act, its IRR and other issuances related thereto, including issuances of the NPC.

For purposes of inquiries, requests or complaints that may be filed by the Data Subjects, the NPC or any other concerned persons, the personal information controllers under this Agreement are each of the Parties.

A Data Subject may exercise any of his/her rights as a data subject in accordance with applicable laws and regulations. Each of the Parties, as a PIC, shall be responsible for addressing any information request, or any complaint filed by a Data Subject and/or any investigation conducted by the Commission. Provided, that the Commission shall make a final determination as to which PIC is liable for any breach or violation of the DPA, its IRR, or any applicable issuance of the Commission.

### 14. Designated Data Protection Officers; Obtaining Copies of this Agreement

The Parties confirm that for the purpose of this Agreement, their designated Data Protection Officers are as follows:

For the \_\_\_\_\_ :

Name:

Contact No.:

Email:

For Land Bank of the Philippines:

Name: Atty. Rhys Michael S. Abundabar

Contact No.: 84057306

Email: [Lbpdpo@landbank.com](mailto:Lbpdpo@landbank.com)

A Data Subject may obtain a copy of this Agreement by filing a request therefor with any of the above designated Data Protection Officer, provided that upon agreement of both Parties, any detail or information that constitute trade or industrial secrets or confidential and proprietary business information or that could endanger either Party's computer network or system, or expose to harm the integrity, availability or confidentiality of the Personal Data under its control or custody shall be redacted in the copy that shall be provided to the requesting Data Subject.

**15. Periodic Review**

This Agreement shall be reviewed by both Parties on an annual basis or at any time upon request of either Party. The Parties hereby authorize the National Privacy Commission to review the contents of this Agreement and, whenever it becomes necessary, suggest or require any amendment or revision in the provisions hereof. In such case, the Parties shall execute an amendment or addendum within fifteen (15) days from notice from the National Privacy Commission containing its observations and suggestions or requirements or within such longer period as may be allowed by the National Privacy Commission or applicable law in order to be compliant with the provisions of the Data Privacy Act, its IRR and other issuances of the NPC.

**16. Exclusion**

Notwithstanding any provision herein to the contrary, this Agreement shall not apply to Personal Information of Data Subjects which are collected and processed by a Party independent of the other Party even if they are the same with the Personal Data subsequently shared to it by the other Party. Such Personal Data of Data Subjects which are collected and processed by a Party independent of the other Party shall not be deemed Personal Information of Data Subjects disclosed, shared, or transferred to it pursuant to this Agreement.

**17. Miscellaneous**

- (a) Either Party may not assign this Agreement nor any of its rights and obligations hereunder in whole or in part without the prior written consent of the other Party.
- (b) This Agreement shall be governed by the laws of the Republic of the Philippines.
- (c) In the event of inconsistencies between the provisions of this Agreement and any other contracts/agreements between the Parties, the provisions of this Agreement shall prevail with respect to all matters pertaining to Personal Data of the Data Subjects disclosed, shared or transferred pursuant to this Agreement
- (d) Any provision or stipulation in this Agreement which may be declared void or unenforceable by final judgment of a competent court shall not affect the validity or enforceability of the other provisions or stipulations not affected by such declaration.

**CLASS D**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and at the place above written.

\_\_\_\_\_

**LAND BANK OF THE PHILIPPINES**

By:

By:

**AUTHORIZED SIGNATORY**

Designation

SIGNED IN THE PRESENCE OF

\_\_\_\_\_

\_\_\_\_\_

**RHYS MICHAEL S. ABUNDABAR**  
*Data Protection Officer, Landbank*

**ACKNOWLEDGMENT**

Republic of the Philippines)

\_\_\_\_\_ ) s.s.

Before me a Notary Public, for and in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared :

| NAME | Community Tax Receipt No./ Valid proof of Identity | Issued at/Issued on |
|------|--|---------------------|
|      |  |                     |
|      |  |                     |
|      |  |                     |
|      |  |                     |

## CLASS D

known to me and to me known to be the very same persons who executed the foregoing instrument freely and voluntarily.

This document refers to a Data Sharing Agreement, consisting of \_\_\_ ( ) pages including this page whereon this acknowledgment is written and same was duly signed by the parties and the witnesses on each and every page hereof.

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

Notary Public

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

# *Acceptable Use Policy Compliance Commitment Certificate*

I received, read and understood the Acceptable Use Policy (AUP) of the Land Bank of the Philippines.

I agree to abide by its terms and will immediately report any violation of the policy.

I understand that the violation of the AUP's provisions may be subject to sanctions under the law and the rules and regulations of the Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**NOTED BY:**

\_\_\_\_\_  
Name and Position  
(Head of Unit/Proponent Unit)

Date : \_\_\_\_\_

*(To be printed at the back of the certificate)*

Acceptable Use Policy Commitment

1. I understand that:
  - a. electronic files created, sent, received or stored on devices owned/leased/ administered or otherwise under the custody and control of the Bank shall be the property of the Bank. My use of these files shall neither be treated as personal nor private;
  - b. all Bank-owned IT systems shall be equipped with Bank's licensed software only, including anti-virus and TMG-approved open-source software or freeware;
  - c. only Bank employees and designated authorized users from proponent units/third-party service providers deployed in the Bank shall be allowed to use Bank-owned IT systems as supported by a user request; and
  - d. all devices to be connected to the network shall require prior approval from unit concerned thru a memo or job order request.
  
2. As Information Resource Users, I shall –
  - a. be responsible for use of own ID/s and password/s in IT systems;
  - b. keep the confidentiality of account(s), passwords, Personal Identification Numbers (PIN) or similar information on devices used for identification and authorization purposes;
  - c. protect mobile device with password;
  - d. ensure that the assigned personal computers and laptops are secured by automatic activation of lock feature when not in use for more than fifteen (15) minutes, or by logging off when it shall be left unattended;
  - e. ensure that remote access technologies are activated only when needed and immediately deactivated after specified time of use;
  - f. access data, documents, e-mail correspondence and programs contained on Bank's IT systems for which I have authorization and not obtain extra resources beyond those allocated;
  - g. access, create, store or transmit material that is only legal according to law so as not to degrade the performance of information resources;
  - h. report immediately to the concerned Helpdesk any weaknesses (e.g., unexpected software, system behavior, virus infection) in Bank's IT system security which may result to unintentional disclosure of information or exposure to security threats;
  - i. observe compliance with the existing policies on handling of information to prevent unauthorized access to Bank's information i.e., saving of files in the present form of medium available (e.g., compact disc or diskette) and/or safekeeping of files in a secured area;
  - j. consult supervisor if there is any uncertainty on the use of IT systems; and
  - k. be aware that the data created, sent, received and stored on Bank's IT systems remain the property of the Bank.
  
3. I understand that the following activities are strictly prohibited:
  - a. make unauthorized copies of copyrighted or Bank-owned software/s;
  - b. download any file or software from sites or sources which are not familiar or hyperlinks sent by strangers, which may expose the IT system to a computer virus and could hi-jack Bank information, password or PIN;
  - c. download, install, run security programs or utilities (e.g., password cracking programs, packet sniffers, port scanners), or circumvent IT system security measures (e.g., port scanning or security scanning) that shall reveal or exploit weaknesses in the security of the information assets, unless properly approved by the Bank's Chief Information Officer;
  - d. divulge to anyone the access points to Bank's information resources without proper authorization;
  - e. disclose information which might be used for personal benefit, political activity, unsolicited advertising, unauthorized fund raising, or for the solicitation or performance of any unlawful activity;
  - f. make fraudulent or unofficial offers of products, items or services using the Bank's information resources;
  - g. effect security breaches or disruptions of network communications, such as, but not limited to, network sniffing, ping floods, packet spoofing, denial of service and forged routing information for malicious purposes;
  - h. provide critical information on the Bank and its employees (e.g., software inventory, list of personnel) to parties outside the Bank without proper authorization;
  - i. make unauthorized disclosure of confidential data (e.g., on depositors/investors/borrower's accounts); and
  - j. copy, move, and store cardholder data, including personal, sensitive personal, and privileged information, onto local hard drives and removable electronic media, unless explicitly authorized and approved to perform a business function and/or need.

| <b>Vendor Assessment</b>   |   | <i>Annex E</i> |
|--|---|----------------|
| <b>Evaluation Criteria</b>   | <b>Performance Standards</b>  | <b>Rating</b>  |
| <p>A. Conform to the LANDBANK EMV Card Specifications (Design and Personalization)</p> | <p>Able to deliver the EMV Cards following the LANDBANK Specifications.</p> <p>4 – Excellent<br/>No findings/error on the delivered LANDBANK EMV Cards</p> <p>3 – Good<br/>Less than 10 cards of the total card delivered have errors/findings.</p> <p>2 – Needs Improvement<br/>More than 10 but Less than 20 cards of the total card delivered have errors/findings.</p> <p>1 – Poor<br/>More than 20 cards of the total card delivered have errors/findings.</p> |                |
| <p>B. Submission of Monthly Report (Processed, Spoiled and Remaining Inventory)</p>    | <p>Able to submit the required Card Reports on time</p> <p>4 – Excellent<br/>Submitted reports timely and regularly</p> <p>1 – Poor<br/>Failed to submit the reports on a timely manner/regularly</p>   |                |

**CLASS D**

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|---|--|--|
| C. Packaging of cards must be segregated per Branch | <p>Able to pack in the Bank's official courier pouch/box and deliver EMV Cards via its Destination Branch.</p> <p>4 – Excellent</p> <p>No findings/error on the delivered LANDBANK EMV Cards</p> <p>3 – Good</p> <p>Less than 10 cards are not packed and segregated per Branch</p> <p>2 – Needs Improvement</p> <p>More than 10 but Less than 20 cards are not packed and segregated per Branch</p> <p>1 – Poor</p> <p>More than 20 cards are not packed and segregated per Branch</p>    |  |
| D. Sorting of EMV Cards and transmittals            | <p>Able to sort the EMV Cards and transmittals as required manner</p> <p>4 – Excellent</p> <p>No findings/error on the sorting of delivered LANDBANK EMV Cards and transmittals</p> <p>3 – Good</p> <p>Less than 10 cards and transmittals are not sorted properly</p> <p>2 – Needs Improvement</p> <p>More than 10 but Less than 20 cards and transmittals are not are not sorted properly</p> <p>1 – Poor</p> <p>More than 20 cards and transmittals are not are not sorted properly</p> |  |



**CLASS D**

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| E. Delivery of EMV Cards                   | <p>Able to deliver the total requested EMV Cards within three (3) banking days from the receipt of the submitted embossing file and card variables.</p> <p>4 – Excellent</p> <p>EMV Cards were delivered on or before the 3<sup>rd</sup> Banking Days</p> <p>1 – Poor</p> <p>EMV Cards were delivered beyond the 3<sup>rd</sup> Banking Days.</p>  |  |
| F. Business Continuity Plan/Site Available | <p>Vendor can provide contingency measures for continued delivery of services to the bank in case of adverse events and these must be stated in the maintenance agreement, annual report or any form of certification.</p> <p>4 – Excellent</p> <p>Vendor has a Business Continuity Plan/Site to provide contingency measures specific to the bank.</p> <p>3 – Good</p> <p>Vendor has a Business Continuity Plan/Site to provide contingency measures, in general, to its clients.</p> <p>2 – Needs Improvement</p> <p>Vendor has a Business Continuity Plan/Site to provide contingency measures but on a limited basis only.</p> <p>1 – Poor</p> <p>Vendor has no Business Continuity/Site to provide contingency measures to its clients.</p> |  |

## CLASS D

|                                       |  |  |
|---------------------------------------|--|--|
| G. Support assistance from the Vendor | <p>Able to provide continuous assistance from the Sales and technical Team/Manager for any concern related to the project.</p> <p>4 – Excellent<br/>More than 80% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>3 – Good<br/>60% - 79% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>2 – Needs Improvement<br/>40% - 59% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>1 – Poor<br/>Below 40% of the total concerns reported related to the project were provided with assistance and resolution.</p> |  |
| Total Point Score                     |  |  |
| Average Score                         |  |  |
| Equivalent Adj. Rating                |  |  |

| Reference Range | Adjectival Score  |
|-----------------|-------------------|
| 4.0 – 3.4       | Excellent         |
| 3.3 – 2.3       | Good              |
| 2.2 – 1.7       | Needs Improvement |
| 1.6 – 1.0       | Poor              |

**CLASS D**

|   |  |  |
|---|--|--|
| G. Support assistance from the Vendor / | <p>Able to provide continuous assistance from the Sales and technical Team/Manager for any concern related to the project.</p> <p>4 – Excellent<br/>More than 80% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>3 – Good<br/>60% - 79% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>2 – Needs Improvement<br/>40% - 59% of the total concerns reported related to the project were provided with assistance and resolution.</p> <p>1 – Poor<br/>Below 40% of the total concerns reported related to the project were provided with assistance and resolution.</p> |  |
| Total Point Score                       |  |  |
| Average Score                           |  |  |
| Equivalent Adj. Rating                  |  |  |

| Reference Range | Adjectival Score  |
|-----------------|-------------------|
| 4.0 – 3.4       | Excellent         |
| 3.3 – 2.3       | Good              |
| 2.2 – 1.7       | Needs Improvement |
| 1.6 – 1.0       | Poor              |