

GRADUATE SCHOOL



I.14. Licensed and competent security personnel ensure the safety and security of students.

**Master of Science in
Animal Science**

I.15. Licensed and competent security personnel ensure the safety and security of students.

CONTRACT OF THE SECURITY AGENCY

ACT OF SECURITY SERVICES

FACTS:

executed this Sept. 01, 2020 at the University of Cotabato, Philippines, between:

SOUTHERN MINDANAO (USM), a Level IV State University under by virtue of the Laws of the Philippines, with office address at Lot 1, Cotabato, Cotabato and represented in this act by its President, **ARCIA, PHD** hereinafter referred to as **CLIENT**;

and

SECURITY AGENCY, a duly licensed security agency, existing in the Republic of the Philippines, with office address at Lot 1, Buhangin Davao City, duly represented by its President, **ADULO JR.** hereinafter referred to as the **AGENCY**.

WITNESSETH, That:

The CLIENT is desirous of securing its properties, against trespass, theft, arson and other unlawful acts against properties and persons and guests against assault, harassment, threats, and against person, within its premises;

The AGENCY which is duly licensed and bonded security guard under the provisions of the Republic Act no. 5487, as amended, to provide client with private security guards for the purpose of protecting the CLIENT against trespass, usurpation, theft, and other unlawful acts against properties and its owners, and against assault, harassment, threats, intimidation and within the CLIENT'S premises;

In consideration of the mutual covenants, premises and conditions set forth and subject to the approval of the Head of the Agency in accordance to existing COA Rules and Regulations under the Department Order (RA9184), the parties here to law agreed and do hereby:

provide the above-stated **Security Guard** services to the CLIENT.

SCOPE OF GUARDS

The AGENCY, by the AGENCY, shall perform the services of providing security guards for the properties of the CLIENT against trespass, theft, robbery, arson and other unlawful acts against properties, personnel, customers and guest against assault, harassment, threats, intimidation and other unlawful acts against person, within the premises and shall enforce and implement the policies, rules and regulations of the CLIENT.

who aims to maintain security, safety and good order

affirm that the AGENCY does not undertake to an
In the discharge of the foregoing duties and
of situations that may arise, the guards provided by
owed a latitude of discretion to deal with exigencies
a view of giving primordial concern to the safety of
injuries or damages/losses occasioned.

AGENCY

provide the CLIENT a total of SIXTY-ONE (61) Regular
be assigned at the different posts inside the clients

AGENCY shall provide with prescribed uniform other
purposes. Please see Annex A for the preferred

	TYPE B
	Blue Long Sleeve (w / name plate & AXZEEN Logo)
	Navy Blue Slacks
	Black Socks
	Black Charol Shoes
	Baton
	Handcuffs
	Bull Cap

provide the needed communications equipment to
stantly communicate with headquarters during his
uses for this equipment must be secured by the

de the necessary transportation/equipment for the
n and for responding to incidents.

ment may be provided by the CLIENT, such as but
d padlocks. Other security requirements that are
l or perimeter barriers, either fixed or moveable,
the CLIENT.

ed by the AGENCY to the CLIENT must be:

chool Graduate/College Undergraduate (2nd year
oral character and reputation, courteous, alert and
police records;

ntally fit, not less than 21 but not more than 50
t least five (5) feet and four (4) inches in height for
for the female.

properly screened and cleared by the PNP, NBI
government offices issuing clearances for

all times during his tour of duty;

such other qualifications as required by the PNP
Act, No. 5487, as amended.

the following security equipment.

Pistol
(9mm)
Gun

INSTRUMENTS

Metal Detector
Digital Camera
Computer and Printer
Medical Kit; and
Kit for each security guard on duty

EQUIPMENT

Radio
and New Mobile Phone
Two Handheld Radio with Battery Charges

PROVIDE VEHICLE

Motorcycle

for the above services and during effectivity of this
contract the SECURITY AGENCY the amount of
ONE HUNDRED TEN PESOS and 01/100
per day, rendering SIX (6) hours of duty per day
on every 15th and 30th day of the month inclusive of
the amount of **TWO MILLION NINE HUNDRED FIFTY
THOUSAND FORTY TWO PESOS AND 40/100**
per month tax.

of the above consideration equivalent to that
of a security guard/s is/are entitled by way of salary or
allowance and set aside for such remuneration by the

Department made by the Department of Labor and/or
Commission on the Minimum Wage will correspondingly
be agreed.

responsible for the payment of wages of the security guards to the CLIENT. Any complaint from the deployment of security guards regarding their pay and allowances or fringe benefits related to the AGENCY, being the employer of the security guard's salary is a ground termination of the Contract with the CLIENT. The AGENCY shall hold the CLIENT liable for all damages, costs and expenses arising from suits filed against the AGENCY from non-payment by the AGENCY of any wages or allowances to security guards, provided the CLIENT, have already paid the wages corresponding to the guard's tour of duty for which the guard is given. Any increase and/or adjustment on Salary shall be approved by the Client.

The AGENCY shall be responsible in compliance with the RA 54587, "The Labor Code of the Philippines" and "The Labor Code of the Philippines Act to regulate the Organization and Operation of Security Guards Agencies", as amended, for any claim made by the guards assigned to the CLIENT. The AGENCY shall be bound to make the necessary payments under the Code of the Philippines, Social Security Law, various laws, decrees, orders, allowances and Wages Orders, and all their IRRs and other rules, regulations or which may hereafter be promulgated by the government.

The AGENCY shall make timely and immediate remittances of all amounts due to the CLIENT, PAG-IBIG, or such other related government agencies where the AGENCY is bound to make the remittances of all assigned guards.

DL

The AGENCY shall exercise discipline, supervision, control and management of the guards in accordance with law, ordinances and pertinent regulations as well as the rules and policies laid down by the CLIENT.

PROHIBITED LOANS AND ACCOUNTS OF SECURITY GUARDS

The AGENCY shall not extend loan to any of the guards assigned/detailed to the CLIENT without the consent of the AGENCY. Any private arrangement or agreement between the guard and the CLIENT or by any other person shall not be considered an obligation of the AGENCY.

The AGENCY shall assume full responsibility for the acts of the security guards assigned to the CLIENT for any injury, loss or damage to the CLIENT which is attributed to or caused by the willful omission, neglect of duty or gross negligence of the security guard assigned by the AGENCY / provided that such loss or damage shall be reported to the AGENCY by the CLIENT in writing within 30 days of the discovery thereof/otherwise the CLIENT shall be deemed to have waived its right to require the AGENCY to replace, or repair, or shall the AGENCY be liable for loss or damage.

the CLIENT as the consequences of, or occasioned by the CLIENT, or those caused or occasioned by force majeure. Force majeure or fortuitous events are those events which are beyond the control of the AGENCY in the fulfillment by the AGENCY of its undertaking under the contract. Force majeure shall include, but not be limited to, war, insurrection, rebellion, riot, strike, lockout, or other natural disasters or acts of God.

The AGENCY shall not be liable or responsible for claims sustained by the CLIENT under the following conditions:

1. Loss, damage or injury due exclusively to the negligence or intentional act or omission of the employees of the CLIENT.

2. The AGENCY shall not deduct from or withhold payment of any amount due to the AGENCY without meeting first the conditions set forth below:

a. The negligence of the AGENCY's guard or personnel has been established upon reasonable investigation wherein both parties shall have the opportunity to be heard; and

b. If the damage or injury has been proven and or agreed upon by mutual agreement of the parties.

When the conditions are met, the CLIENT shall thereafter bill the AGENCY. The same shall be deducted and/or reflected in the next billing of the AGENCY, but in no case shall the CLIENT be responsible for the billing submitted by the AGENCY.

GUARD

The AGENCY shall employ a guard changed or replaced anytime whose work is below standard or whose conduct is unsatisfactory or otherwise determined by the CLIENT. The judgment of the CLIENT shall be final, binding and should the AGENCY refuse, the same shall be a valid cause for the termination of the contract.

The AGENCY shall present the CLIENT any and all guards to the CLIENT for his proper acceptance, if necessary, before the CLIENT. However, on extreme emergencies such as SICKNESS, DEATH, etc. of a guard, the AGENCY reserves the right to deploy a security guard but inform the office of the CLIENT.

The AGENCY must develop and maintain proper liaison with the CLIENT and other Civil Reference agencies to ensure an Integrated Security System for the CLIENT.

The AGENCY shall ensure that all guards shall adhere to the policies and other pertinent policies of the client.

T shall not utilize the guards of the AGENCY for activities that are illegal "per se" or declared illegal law or Municipal Ordinance. Further, that guards CLIENT, shall be utilized only within the premises of properties being secured. Any liability arising from the guards assigned by the AGENCY to the CLIENT purposes herein agreed or utilization of the guards purposes herein prescribed shall be the sole the CLIENT.

ective for a period of FOUR (4) months starting December 31, 2020 and shall be deemed renewed in writing

ditional expenses which will be incurred by the the performance by its guards of their duties and in accordance with the order of the CLIENT shall at.

the this Contract for any justifiable cause or causes given to the party at least thirty (30) days prior to termination. In case of serious breach of any of the by any party, the non-breaching party may contact by giving written notice with effectivity on the ten notice. In case the CLIENT terminates the period after the signing hereof, it is understood that the monthly contract price for one (1) month by the multiplied by the number of guards posted, shall be any incidental expenses incurred by the AGENCY. However, the AGENCY may, without complying the terminate the security services extended to the an accumulative account of two (2) months or case there is a conflict of claims, the hired PSAs its services w/o any liability.

parties have hereunto set their hand at the place


FRANCISCO GIL N. GARCIA, PhD.
SUC President
USM

THE PRESENCE OF:

ACKNOWLEDGMENT

S

Notary Public for and in the City of
Philippines, this 1st day day of
personally appeared the following:

C/ Driver's License. No.



Issued By:

BIR Office

BIR Office

known to be the same person who executed the
document to me that the same their free and voluntary


of Guard Services which consists of seven (7) pages,
knowledge is continued, and is signed by the
and every page thereof.

ATTEST on the above date and at the place first above –



GERBERTA L. BENITO
Notary Public for and in Cotabato Province
Until December 31, 2021
PTR No: 9886256/1/2/20/Anas, Kidapawan City
ISP No: 094262/11/5/19/North Cotabato Chapter
Roll No: 46375

LIST OF SECURITY PERSONNEL

 UNIVERSITY OF SOUTHERN MINDANAO Kabacan, Cotabato Philippines		SECURITY PROFILE 2020								
	NAME	AGE	DATE OF BIRTH	EDUCATIONAL ATTAINMENT	ELIGIBILITY	SECURITY LICENSE No.	EXPIRY DATE	DATE OF EMPLOYMENT	LENGTH OF SERVICE	STATUS OF SERVICE
PERMANENT										
1	ALEJO, RINIELY M.	34	5/31/1986	Masters unit	CS Prof & Agriculturist	R122018020030 8	2020	2015	5	PERMANENT
2	ALIMAN, SAIDONA B.	52	3/19/1958	College Level	None	09-22442953 7	2021	1988	32	PERMANENT
3	BALMORES, JUDY D.	62	5/4/1958	College Level	FOJ	R122019080205 7	2022	1999	21	PERMANENT
4	SANTAS, LONE B.	42	7/7/1978	College Level	None	09-2244888-5	2021	2003	17	PERMANENT
5	DANGAYOG, PALOY K.	61	11/7/1959	College Graduate	None	33-0052939-1	2021	1992	28	PERMANENT
6	DABALLA, RODRIGO R.	63	1/22/1957	College Level	None	09-1957225-2	2021	1984	36	PERMANENT
7	GALBAN, ARMANDO E.	51	9/8/1969	College Graduate	None	81872852	2021	2008	11	PERMANENT
8	JANANI, ABDULAMN H.	58	7/16/1962	College Graduate	PATM (E)	09-0748335-1	2021	1981	38	PERMANENT
9	LACORON, MARCO B.	48	6/10/1972	College Graduate	None	09-22442953 7	2021	2002	18	PERMANENT
10	MANTAWIL, NASRODIN Y.	46	3/27/1974	College Graduate	None	87899917	2021	2015	5	PERMANENT
11	MORQUEZ, JOVEN A.	61	6/17/1959	College Level	None	09-1957225-4	2021	1995	25	PERMANENT
12	MARTINEZ, MIGUEL R. JR.	66	12/18/1953	College Graduate	MC 42 (CSC)	09-14418033	2021	1985	35	PERMANENT
13	OSIS, ANTONIO M.	53	7/24/1967	College Level	None	09-1277278	2021	2006	14	PERMANENT
14	PELTAMANAN, CAMALUDIN K.	52	12/16/1968	College Level	None	09-1957245-4	2021	1991	29	PERMANENT
15	SADJAL, TATA M.	61	12/12/1959	H.S. Graduate	None	09-2241830-1	2021	1995	25	PERMANENT
16	SALVADOR, DANIEL M.	52	12/7/1968	College Level	None	802971383	2021	2002	18	PERMANENT
17	SAMPULNA, SAMBATOL L.	61	5/7/1959	H.S. Graduate	None	09-2241404-6	2021	1989	31	PERMANENT
18	SUBAT, JOHN B.	42	4/7/1979	College Level	None	09-1957245-5	2021	2007	13	PERMANENT



PHILIPPINE NATIONAL POLICE
 CIVIL SECURITY GROUP
 SUPERVISORY OFFICE FOR SECURITY AND INVESTIGATION AGENCIES
 Camp Crame Quezon City



ID CENTER NO	R1220190200520	BATCH NO	1902011465	SSS MEMBER NO	-	SECURITY NO IN	
TRANSACTION	NEW	CATEGORY	SECURITY GUARD	OLD SAGIS FILE#		ISSUED AT	PCR
LASTNAME	PASROEN	FIRSTNAME	FASEL	MIDDLENAME		QUAL	

PERSONAL INFO		PAYMENT DETAILS	
POSTAL ADDRESS	EDTABA KABACAN	OP 1L/PEER	₱26,130.00
PROV/MUNICIPALITY	EDTABA TO SUR REGION 12	OP 1L/PEER	₱10,011.70
TEL NO (011)		CHARGE	300.00
SEX	MALE	OTHER	0.00
C STATUS	MARRIED	TOTL AMOUNT DUE	300.00
NATIONALITY	FILIPINO	DATE PAID	01/14/2019
BIRTHDATE	03/27/1974	VERIFIED BY	PCI CLEARAY
BIRTHPLACE	EDTABA TO	DATE VERIFIED	01/14/2019
HEIGHT	0.00 Centimeters	APPROVED BY	PCI CLEARAY
WEIGHT	0.00 Kilograms	DATE APPROVED	01/14/2019
HOLD APPLICATION?	No	DATE EXPIRY	01/14/2022

This serves as your License to Exercise Security Profession (LESP)
 VALID UNTIL **JANUARY 14, 2022.**



Not Valid without SOSIA Dry Seal

NEW ISSUANCE

Note: This document is issued in lieu of the LESP Card

Processed by

DAINIS O. MUGUIS
 Police Chief Inspector
 Chief, Personnel Licensing Section

Noted by:

EDUARDO C. ABADAY
 Police Senior Superintendent
 Chief, Security Licensing Division