

**AGREEMENT**  
**PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE**  
**AND SUPPORT SERVICES FOR THE NROSS SYSTEM (RE-BID)**

This Agreement made this 26<sup>th</sup> day of October 2021 between the **BUREAU OF THE TREASURY (BTr)** (hereinafter called the "Procuring Entity") with office address at the Ayuntamiento Building, Cabildo Street cor. A. Soriano Avenue, Intramuros, Manila, and **THE JOINT VENTURE OF MONTRAN CORPORATION AND ALLCARD, INC.**, with office address at #295 Madison Avenue, 42<sup>nd</sup> Floor, New York, NY 10017, USA, and Lot 3 Blk 17E. Rodriguez Jr Avenue corner Titan Street, Acropolis Subdivision, Brgy. Bagumbayan, Quezon City, respectively, (hereinafter called the "Supplier"):

**WHEREAS**, the Procuring Entity invited bids for the PROCUREMENT OF ONE (1) YEAR COMPREHENSIVE MAINTENANCE AND SUPPORT SERVICES FOR THE NROSS SYSTEM (RE-BID) and has accepted the Bid of the Supplier in the sum of Thirty Million Pesos (Php30,000,000.00), inclusive of all applicable taxes, (hereinafter called "the Contract Price");

**WHEREAS**, the Procuring Entity has verified, validated, and ascertained all statements made and documents submitted by the Supplier to have complied with the legal, technical, and financial requirements under the bidding documents;

**WHEREAS**, in Resolution No. 47- 2021 dated 19 October 2021, the BAC recommended to the Head of the Procuring Entity the award of the project to the Supplier;

**WHEREAS**, the Treasurer of the Philippines, as Head of the Procuring Entity, approved the recommendation of the BAC and, accordingly, issued the Notice of Award.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Accepted Technical and Financial Proposals
  - (b) Technical Specifications/Terms of Reference
  - (c) Notice of Award
  - (d) Notice to Proceed
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and ancillary services and to remedy defects therein in conformity in all respects with the provisions of the Agreement.

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4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and ancillary services and the remedying of defects therein, the Contract Price or such other sum as may be payable under the provisions of the Agreement at the time and in the manner prescribed by the Agreement.
5. This Agreement shall be effective upon receipt of Notice to Proceed on NOV 26 2021 until NOV 26 2022, unless otherwise terminated upon grounds as provided in the GCC.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by the Procuring Entity, BUREAU OF THE TREASURY.

By:

  
**ROSALIA V. DE LEON**  
Treasurer of the Philippines






Signed, sealed, and delivered by (Joint Venture) - Montran Corporation and AllCard, Inc.

By:

  
**MR. ROY C. EBORA**  
Authorized Representative  
The Joint Venture of Montran Corporation and AllCard, Inc.

Signed in the presence of:

  
**REYNALDO Z. DELOS SANTOS**  
Chief Treasury Operations Officer II  
Bureau Accounting Division

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Chief Accountant  
Bureau of the Treasury

Republic of the Philippines )

QUEZON CITY

) s.s.

## ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY this \_\_\_\_\_ day of NOV 26 2021, personally came and appeared before me the following:

	Competent Proof of Identification	Date/Place of Issue
<b>ROSALIA V. DE LEON</b> Representing the Bureau of the Treasury	<u>CO. ID # 0003</u>	<u>MANILA</u>
<b>MR. ROY C. EBORA</b> Authorized Representative The Joint Venture of Montran Corporation and AllCard, Inc.	<u>PHIL PASSPORT</u> <u>P5973076A</u> <u>EXPIRY: 2/1/2028</u>	<u>DFA MANILA</u>

Both are known to me to be the same person/s who executed the foregoing Agreement and they acknowledged to me that the same is their free, voluntary act and deed and of the agency /entity they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the place and date above stated.

Doc. No. 351  
Page No. 21  
Book No. CCCLXXVI  
Series of 2021.

*Herminia A. Bati*  
**ATTY. HERMINIA A. BATI**  
Notary Public  
**NOTARY PUBLIC**  
Until December 31, 2021  
With Extension of Commission  
From NP-0017(2019-2020) and B.M. No. 3795  
PTR No. 9840483 01/06/2021  
IBP No. 099981 12/26/2019  
Quezon City  
Roll No. 43864  
MCLE CC No. V-0005727 01/28/15  
No. 5 15<sup>th</sup> Ave., Socorro,  
Cubao, Quezon City

*[Signature]*

*[Signature]*

*[Signature]*



REPUBLIC OF THE PHILIPPINES )  
NATIONAL CAPITAL JUDICIAL REGION) S.S.  
QUEZON CITY

## JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this Joint Venture Agreement is entered into by and between the following parties:

**MONTRAN CORPORATION**, a corporation organized and existing under by virtue of the laws of the State of New York, with address 295 Madison Avenue, Floor 42, New York, NY, 10017, USA, represented herein by its **Director, Matthew M. Walsh**, and hereinafter referred to as "**MONTRAN**"

- and -

**ALLCARD INC. (formerly ALLCARD PLASTICS PHILIPPINES, INC.)**, a corporation organized and existing under Philippine Laws with principal address at Lot 3, Block 17 E. Rodriguez Jr. Avenue corner Titan St., Acropolis Subdivision, Bagumbayan, Quezon City, represented herein by its **President, Roy C. Ebor**, and hereinafter referred to as "**ALLCARD**".

WITNESSETH

**WHEREAS**, MONTRAN and ALLCARD shall hereinafter be referred to as Unincorporated Joint Venture (the "uJV");

WHEREAS, the parties agree to join together their manpower, equipment, and other resources needed to facilitate the uJV to participate in the eligibility, bidding and undertaking of the hereunder stated project to be conducted by the Bureau of the Treasury (BTr) of the Republic of the Philippines;

Name of Project : Bureau of Treasury  
Procurement of One (1) –Year Comprehensive Maintenance and Support Services for the NRoss System (Re-bid) / ITB-20-2021-G

**WHEREAS**, both parties agree to be severally liable for the obligations and civil liabilities arising from the actual award and contract execution of the above specified project or in favor of the uJV.

**WHEREAS**, , the Parties shall implement the project as an unincorporated joint venture, which shall be named MONTRAN and ALLCARD, through which the purpose

of the uJV shall be carried out, subject to the terms and conditions specified in this uJV Agreement and other definitive agreements which may be entered into;

This Joint Venture Agreement shall remain in effect only for the above stated project or until terminated by the parties herein.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. This Agreement does not designate either party as the agent, employee, legal representative, or partner of the other party for any purpose, except as otherwise explicitly stated herein.
2. The Parties hereby bound themselves to be severally liable to the Bureau of the Treasury for the obligations of each of Party under the project for Procurement of One (1) –Year Comprehensive Maintenance and Support Services for the NRoss System (Re-bid) / ITB-20-2021-G. Liability shall be proportionate to each Party's contribution to the uJV. The parties' contributions to the project are outlined in ANNEX A.
3. The purpose of the uJV shall be to carry out and perform jointly, severally and solidarily the obligations of the Parties arising from being declared the winning bidder in the public bidding for the Procurement of One (1) –Year Comprehensive Maintenance and Support Services for the NRoss System (Re-bid) / ITB-20-2021-G. It is understood that any expansion or modification of the purpose of the uJV as set forth above shall be subject to the mutual agreement between both parties.
4. The Parties agree that MONTRAN and/or Matthew Walsh, Director of MONTRAN and Roy C. Ebor, President of AllCard Inc. shall be the official representatives and authorized signatories of the uJV, and acting together, pursuant to written mutual agreement, are granted full powers and authority to do, execute, and perform any and all acts necessary and/or to represent the uJV, as fully and effectively as the uJV may do so if personally present, with full powers of substitution and revocation.
  - a. In compliance with existing laws of the Republic of the Philippines, the parties agree that the participation of the partners in the Joint Venture shall be:
    - i. **ALLCARD** shall have sixty (60%) percent share; and
    - ii. **MONTRAN CORPORATION** shall have forty (40%) percent share in the JV



- b. ALLCARD shall act as local representative in the Philippines for the uJV and shall ensure that all local requirements in the Philippines in respect to the uJV with the signed written consent of Montran are in good order.
  - c. With respect to the invoicing and payment arrangements under the uJV, Allcard will be the one to issue the invoice and collect payment from the Bureau of the Treasury (BTr).
- 5. In compliance with existing laws of the Republic of the Philippines, the Parties agree that they will be severally liable proportionate to their interest during the uJV. Each party shall be liable for the operating costs proportionate to the terms and conditions and scope of work to be defined in this Joint Venture Agreement.
- 6. **DELIVERABLES** and **RESPONSIBILITIES**. Both ALLCARD and MONTRAN shall assume their respective deliverables and responsibilities as specified and enumerated in the attached **ANNEX "A"** hereof.
- 7. **NON-COMPETITION**. Neither of the parties shall be engaged in a business in the Philippines directly in competition with that of the uJV, by itself or with or through any third party, from the Effective Date of this Agreement.
- 8. **CONFIDENTIALITY**. Each Party agrees to keep confidential and secret and not to disclose to any third party any of the contents of this Agreement and any technical, economic, financing or marketing information obtained from each party or from the uJV, unless disclosure of such information is required to be submitted to governmental regulatory authorities. The provisions of this Article shall survive the termination of this uJV Agreement.
- 9. **FORCE MAJEURE**. Anything in this Agreement to the contrary notwithstanding, any delays in or failure of performance by either party of this JVA shall not constitute an event of default hereunder or give rise to any right to terminate this Agreement, if and to the extent that such delay or failure performance is caused by an occurrence beyond the reasonable control of such party, including, without limitation, the following: Acts of God or of the public enemy; expropriation or confiscation of facilities; compliance with any order of any governmental authority; shortage or unavailability of materials or equipment; acts of war (declared or undeclared); rebellion; insurrection; riots or sabotage; breakdowns; washouts; epidemics; rules and regulations with regard to transportation by common carriers; local or general strikes; lockouts or other industrial disturbances, whether direct or indirect; or any other case whether or not of the same class or kind of those specifically described above, not within the

reasonable control of the party affected, Provided, however, that such causes or occurrences affecting performance by either party shall not relieve such party of liability in the event of its concurring negligence or in the event of its failure to use diligence to avoid or to remedy the situation, nor shall such causes or occurrences affecting performance relieve either party from its obligations to make payments of amounts then due as a result of performance previously completed.

The party, which puts forward the circumstances referred to hereinabove shall without delay advise the other party in writing of their intervening as well as of their cessation. The parties shall come to an agreement between them upon the measures to be taken to remedy the situation created by the aforesaid circumstances.

If the event of Force Majeure continues for three (3) month, the parties hereto shall meet together to discuss a new date for fulfilling the obligations under this Agreement. If both parties cannot agree on such date of fulfilling, then this Agreement shall be terminated.

10. **NOTICES.** All notices to be given to either party hereunder shall be given in writing and in the English language, and shall be valid and sufficient if dispatched by registered mail, electronic (EMAIL) or registered mail or personal delivery addressed to such party at the following address:

**ALLCARD, INC.**

Address: Lot 3 Block 17 E. Rodriguez Jr. Avenue, corner Titan Street, Acropolis Subdivision, Bagumbayan, Quezon City, Philippines

**Attention: ROY C. EBORA** - President

Telephone No.: (02) 8291-0863

Email: [rcebora@allcard.com.ph](mailto:rcebora@allcard.com.ph)

**MONTRAN CORPORATION**

Address: 295 Madison Avenue, Floor 42, New York, NY, 10017, USA

**Attention: MATTHEW WALSH** - Director

Telephone No.: +1 917 743 6797

Email: [mattwalsh@montran.com](mailto:mattwalsh@montran.com), cc: [legal@montran.com](mailto:legal@montran.com)

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All notices shall be deemed to be received five (5) days after the time of mailing or at the time of delivery of the email to the address above.

Each party may change its address set forth above for the purpose of this Agreement by giving a written notice to the other party from time to time.

11. **EXCLUSIVITY.** **MONTRAN** and **ALLCARD** shall not enter into other agreements with other parties within the Philippines for the purpose of carrying out directly or indirectly the very same purpose for which this Joint Venture Agreement was entered into. They shall not contract or transact with other parties having the same line of business or whose trade would tend to conflict with the interest of the Joint Venture to be established. If during the execution of this agreement, **MONTRAN or ALLCARD** have any pending business transaction with such parties, it shall immediately withdraw from the same by virtue of this agreement. **Neither Party** may assign or transfer the rights and duties in this agreement without the written consent of the other Party.
12. The parties have entered into this unincorporated Joint Venture Agreement (uJVA) in the spirit of mutual cooperation and good faith and shall act in relation with each other in the honest pursuit of the goals of the joint venture that they seek to engage in.
13. In the event any of the parties shall fail to comply with any of its obligations provided herein, any of the parties not in breach, may terminate this agreement, unless the breach is cured by the offending party within thirty (30) days from the date of written notice of said breach.
14. **ARBITRATION.** In the event of a conflict that cannot be resolved amicably, the Parties agree to submit such conflict to a binding arbitration with the International Chamber of Commerce ("ICC") in its location in Tokyo, Japan, before one (1) arbitrator with knowledge of the industry. The Arbitral decision may be enforced in any court having jurisdiction. The cost of arbitration shall be divided among the Parties.
15. **GOVERNING LAW AND VENUE.** Notwithstanding the provision on arbitration above, this unincorporated Joint Venture Agreement (uJVA) shall be governed and construed in accordance with the laws of the Republic of the Philippines. Venue in case of litigation to enforce an arbitration award shall mandatorily set in the proper courts of Quezon City, Philippines.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts, which when taken together, constitute one in the same instrument.



17. **NO WAIVER.** The failure of a party herein to require from the other party a strict compliance with the terms and conditions of this unincorporated Joint Venture Agreement (uJVA), shall not operate as a waiver of any rights and remedy that the party herein may have, to enforce compliance with such terms and conditions or to seek redress for their breach.
18. **AUTHORITY.** Each Party represents and warrants that it is a corporation duly organized and validly existing and in good standing under the laws of the country of incorporation, that it has full power, authority, legal right and capacity to make, execute, deliver and perform this Agreement, and that this Agreement constitutes the valid and legal binding obligation of all Parties enforceable in accordance with its terms.
19. This agreement embodies the entire agreement between the parties and any agreement hereafter made shall be ineffective unless in writing and signed by all the parties herein.

Done this 23<sup>rd</sup> day of November, 2021 at Quezon City, Philippines.

**MONTRAN CORPORATION**



By: **MATTHEW M. WALSH**  
Director

**ALLCARD INC.**

By: **ROY C. EBORA**  
President

**WITNESSESS:**



MARTIN S. WALSH  
EVP  
Montran

## **ACKNOWLEDGMENT**

(REPUBLIC OF THE PHILIPPINES)  
(QUEZON CITY ) S.S.

BEFORE ME, a Notary Public for and in the Quezon City, personally appeared:

Name	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date (if applicable)
ROY C. EBORA	PHILIPPINE PASSPORT	P5873076A DFA Manila Expiry 01 Feb 2028

who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Joint Venture Agreement and acknowledged to me that the same is their free and voluntary act and deed, for the uses and purposes therein set forth.

I further certify that said Joint Venture Agreement consists of TEN (10) pages including this page and Annex A and is signed by the above mentioned parties and their witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal in Quezon City, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2021.

## ACKNOWLEDGMENT

(UNITED STATES OF AMERICA)  
(WESTCHESTER COUNTY.....) S.S.  
(STATE OF NEW YORK.....)

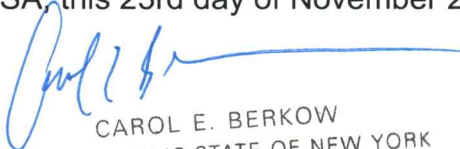
BEFORE ME, a Notary Public for and in WESTCHESTER COUNTY, NEW YORK, U.S.A., personally appeared:

Name	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date (if applicable)
MATTHEW M. WALSH	United States Passport	530508297 Expiry: June 23, 2025

who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Joint Venture Agreement and acknowledged to me that the same is their free and voluntary act and deed, for the uses and purposes therein set forth.

I further certify that said Joint Venture Agreement consists of TEN (10) pages including this page and Annex A and is signed by the above mentioned parties and their witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal in WESTCHESTER COUNTY, NY, USA, this 23rd day of November 2021.

  
CAROL E. BERKOW  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BE6275743  
Qualified In Westchester County  
My Commission Expires 03-24-2025

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Book No. \_\_\_\_\_;  
Series of 2021.



## ANNEX A

Allcard shall be responsible for the following scope of supply during project implementation phases:

1. Liaison between Montran and the BTr
2. Provision of the following support staff during project duration:
  - One (1) On-site Technical support to BTr
  - One (1) Project Manager
  - One (1) Network Administrator
  - One (1) Database Administrator
  - One (1) System Administrator
3. Responsible for Network, Database and System Maintenance
4. Maintenance of Operating system, hardware and firmware.
5. Provision of first line of support during on-going maintenance and support.

Montran shall be responsible for the following:

1. Provision of the following support staff during project duration:
  - One (1) Service Manager who will be intended as a single contact point for the overall management of maintenance and support services. Other responsibilities will include:
    - Monitoring SLAs performance.
    - Managing Change Requests.
    - Monitoring and supporting the escalation of incidents.
    - Maintaining the Maintenance Coordination manual including related annexes.
    - Managing training and optional additional services requests.
  - Team of Experts comprised of five (5) qualified CSD Software Engineers, who will be responsible for:
    - Managing the incidents and coordinating all involved resources to support the Customer.
    - Assuring agreed SLAs (if any) are maintained.
    - Managing the escalation of incidents.
    - Managing Corrective Releases, New Releases and Change Requests for the Product.
    - Cooperating with the Customer technical team.

- One (1) Account Manager, who is the Contract Owner and who will manage the amendments of the requirements with the Customer. Other responsibilities will include:
  - Maintenance fees adjustments
  - Invoicing deadlines, clarifications and details
  - Maintenance renewal
  - All aspects related to the management of the contract
- 2. Montran will assure the necessary system software support during live operations of the NRoSS system. Summary of the support services provided:
  - Investigating and fixing NRoSS application failures and bugs that are caused by the NRoSS application.
  - Investigating and fixing NRoSS potential problems, or unexpected behavior, due to issues in the NRoSS application.
  - Offering Information about functional, technical or operative issues regarding the NRoSS application.
  - Offering 24/7 assistance for blocking failures reported in the production environment of NRoSS, via the Support Center.
- 3. Scope of the standard Maintenance Services:
  - Correction of NRoSS errors and defects.
  - Provision and enacting of Procedures for the management of Maintenance Services guaranteeing problem classification and resolution within specified time-frames.
  - Impact analysis for requested changes and enhancements.
  - Provision of a Coordination manual that defines the procedures necessary to provide the services described within this Agreement. In any conflict of wording, the Coordination Manual will not override the clauses of this Agreement.
- 4. Providing access to Montran's issue tracking application, Request Tracker for every BTr employee assigned to the NRoSS Maintenance Project.
- 5. Provision of access to the Montran Global Call Center for every BTr employee assigned to the NRoSS Maintenance Project