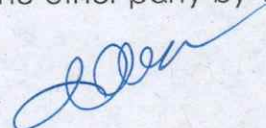


- 10.2 **Binding Effect/Assignment of Rights** – This Contract shall be binding upon the Supplier, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the Supplier shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of CNU.
- 10.3 **Authority** – The parties hereto warrant their authority to sign, execute, and perform acts related to this agreement and procurement.
- 10.4 **Documents incorporated** - The provisions of this Contract shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- 10.5 **Amendment** - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.
- 10.6 **Dispute Resolution** - If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. During the pendency of any such dispute, the Supplier shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by CNU. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".
- 10.7 **Venue of Actions** - It is hereby agreed that any and all actions that shall arise from this Contract shall be instituted and tried before the proper court (s) of the City of Cebu only.
- 10.8 **Attorney's Fees** - In the event that CNU is compelled to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- 10.9 **Non-Waiver** - No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege
- 10.10 **Indemnity** - The Supplier shall indemnify CNU against any loss, injury or damage either to person or property which CNU may suffer by reason of the willful, unlawful or negligent act or omission of the Supplier or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.
- 10.11 **Confidentiality and Non-Disclosure** - Each party shall not, without the prior written consent of the other party, disclose to third parties any confidential information received from the other party by virtue of this

*Agreement*



Agreement. Any violation of this rule on confidentiality shall be subject to the penalties provided by existing laws, rules, and regulations.

10.12 Observance and usage of non-sexist/gender-sensitive language in all official documents and communications under this project shall be enforced all the time.

10.13 **Entirety** - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference. The Parties, by the signature of their representatives, acknowledge that he/she has read this agreement, understand it, and agree to be bound by its terms and conditions.

10.14 **Severability** - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Contract Agreement this MAR 07 2024 of \_\_\_\_\_ at Cebu City.

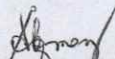
**CEBU NORMAL UNIVERSITY**



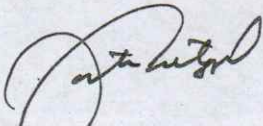
**DR. DANIEL A. ARIASO, SR**  
University President

**Signed by virtue of Board  
Resolution No. 012 s. 2024**

**C & E PUBLISHING, INC.**




**ARCELI BUENAFLOR GOMEZ**  
Senior Business Solution Officer



**DR. JARUNGCITAI S. VATANAGUL**

**QC, DEAN**

Signed in the presence of:



**ROMEL JON RUBEN ACAPAY**  
BDGM - IMPEM

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CEBU CITY) S. S.

BEFORE ME, a Notary Public, for and in the CEBU CITY, this \_\_\_ day of MAR 07 2024 personally appeared,

DR. DANIEL A. ARIASO, I.D. No. \_\_\_\_\_,  
ARCELI BUENAFLOR GOMEZ, I.D. No. \_\_\_\_\_

known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Contract Agreement consisting of eight (8) pages, including the page in which this Acknowledgement is written, signed by the Parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

**MAR 07 2024**

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

Doc. No. 94;  
Page No. 82;  
Book No. 9;  
Series of 20\_\_.

**ATTY. LUKE MAHATMA R. FERNANDEZ**

Notary Public Cebu City until December 31, 2024  
Notarial Commission No. 108-17  
IBF No 328405 CY-2024 Cebu City  
PTR No 2484516 CY-2024 Cebu City  
Roll No 67452 Page # 471 Book XXVIII  
MCLE Compliance No VII-0009470 Valid Until April 14, 2026  
9-D Jakosalem St., Cebu City, 6000

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