

and *UNIVERSITY* policies, rules and regulations. Also, prior to deployment, the security guards must comply with all the pre-requisite evaluation by the *UNIVERSITY*, through the Office of the Student Affairs (OSA). The security guards must also be made familiar with the rules and physical layout of the premises or facility to which they are assigned.

1.6 The *AGENCY* hereby recognizes the right of the *UNIVERSITY* to set dialogue or meetings with the officers or supervisors of the *AGENCY* to advance a better service pursuant to this contract. The *AGENCY* shall conduct and provide for safety and preventive drills and exercises in coordination with the *UNIVERSITY*.

1.7 The *AGENCY* shall provide each security guards, who must always be in complete proper uniform with a firearm and paraphernalia, communication equipment and at least a multi-cab or a motorcycle, or any motor vehicle at the discretion of the *UNIVERSITY*, as needed to ensure delivery of prompt and satisfactory security services. The *AGENCY* shall likewise provide at their cost, a flashlight gun, radio and a logbook per guard, which shall be submitted to the OVCA, when required or upon the termination of services.

The *AGENCY* shall be liable to pay the penalty as liquidated damages in the amount of TEN THOUSAND PESOS (P 10,000.00) per day per gun, radio, equipment or vehicle that the *AGENCY* failed to deploy and provide in the *UNIVERSITY*.

1.8 The Standard Operating Procedure on Security Guards shall form part of this contract and shall be faithfully observed by both parties. Attached herewith forming an integral part of this instrument is the said SOP of security guards as "ANNEX D".

ARTICLE 2 MONTHLY EVALUATION

2.1 During the effectivity of this contract, the *UNIVERSITY*, through the Office of the Vice Chancellor for Administration (OVCA), shall evaluate each month the security services actually rendered by the *AGENCY*. The OVCA shall make such evaluation on the basis of, which shall include, but not limited to the following matters:

- a. Actual deployment by the *AGENCY* of security personnel and performance of their functions and responsibilities;
- b. Problems encountered and solutions recommended or undertaken;
- c. *AGENCY*'s faithful compliance with the provisions of this contract;
- d. Monthly report from the *UNIVERSITY*'s unit heads on the performance of the security personnel.

2.2 The *AGENCY* shall be solely and exclusively responsible on the ways and means for the delivery or performance of security services including the discipline and control of all its security personnel deployed in the *UNIVERSITY* under this contract. The *AGENCY* hereby acknowledges that the *UNIVERSITY* may pre-terminate the services of the *AGENCY* for any failure of its security personnel to exercise due diligence in the conduct and performance of its duty and obligation, without prejudice to its liability by way of liquidated damages corresponding to violation of prescribed conduct as defined in "ANNEX E" hereof.

For this purpose, any individual or committee duly authorized by the *UNIVERSITY* shall investigate and submit a report in writing to the *UNIVERSITY* through the OVCA, any commission under "ANNEX E" hereof. Copies of such report shall be provided to the Office of Legal Counsel of the *UNIVERSITY* (OLC), the *AGENCY*, and the erring security guard(s). The Vice Chancellor for Administration shall, within five (5) days from receipt of the report makes its evaluation, and thereafter shall notify in writing the *AGENCY* the recommended action and amount of liquidated damages, which shall be paid by the *AGENCY* within ten (10) days from receipt of the notice/decision. The determination of the Vice Chancellor for Administration shall be final and executory; provided, however, that if the *AGENCY* fails to pay the amount of