

For this purpose, the Vice Chancellor for Administration shall conduct an investigation and determine the culpability and extent of liability of the security personnel and/or the *AGENCY*. The findings and recommendation on the investigation shall be furnished to the *UNIVERSITY*'s Legal Counsel within two (2) days from its concurrence. Thereafter, the same shall become the decision on the matter under investigation.

The decision shall be final and executory, unless appealed by the *AGENCY* to the *UNIVERSITY* Chancellor within ten (10) days from receipt of decision. The decision of the Chancellor shall be final and unappealable.

3.6 The *AGENCY* shall not be liable for loss or damage due to the following:

- a. Fortuitous event/*force majeure* beyond the control or competence of the security guards to prevent and
- b. Orders of the *UNIVERSITY* through its authorized units beyond the scope of this contract.

**ARTICLE 4**  
**DESIGNATION BY THE AGENCY OF THE UNIVERSITY**  
**AS ATTORNEY-IN-FACT**

4.1 The *AGENCY* hereby constitutes the *UNIVERSITY* and its University Cashier as its Attorneys-in-Fact for the purpose of withholding from such amounts owing to the *AGENCY* a sufficient amount to satisfy liabilities to the *UNIVERSITY* and/or the persons determined under Section 3.5, in relation to Section 1.1 hereof. Within twenty-four (24) hours after taking cognizance of any injury to persons, or damage to or loss of property, the office or team so designated shall document and report the same to the OVCA, copy furnished the UP Mindanao Cashier, the OLC, UP Mindanao Accounting Office and the *AGENCY*.

4.2 Where the *AGENCY* incurs obligations to its security guards and personnel such as unpaid wages, premiums or differentials, the *AGENCY* hereby constitutes the *UNIVERSITY* and the University Cashier, as its Attorneys-in-Fact for the purpose of withholding such amounts owing to them by the *AGENCY* sufficient to satisfy the *AGENCY*'s liabilities to the security guards and personnel and to pay the same to the security guards mentioned.

4.3 The *AGENCY* shall vacate and turn over the premises in the event of pre termination, non renewal, or effective termination, as the case may be, of this contract to the incoming security agency that the *UNIVERSITY* will choose, pursuant to government accounting and auditing rules and regulations, or to the *UNIVERSITY*, if no such incoming security agency has been chosen yet. The *AGENCY* hereby constitutes the *UNIVERSITY* as its Attorneys-in-Fact for the purpose of taking over the possession of the premises and to remove, take out or otherwise cause to be transferred to any suitable storage space outside the said premises at cost to the *AGENCY*, the equipment, facilities, fixtures, and other movable properties belonging to the *AGENCY*. In addition, the sum of FIVE THOUSAND PESOS (P 5,000.00) shall be deducted to any amount due or outstanding to the *AGENCY* for each day beyond 12:00 midnight of January 31, 2021 that it continues to unlawfully withhold the premises or otherwise causes delay in voluntarily removing said personnel, equipment, facilities, fixtures and other movable properties from the premises of UP Mindanao.

**ARTICLE 5**  
**CONTRACT PRICE**

5.1 For and in consideration of the services to be rendered by the *AGENCY* under this contract, the *UNIVERSITY* shall pay the *AGENCY* the amount of **Six Million Seven Hundred Eight Thousand Eight Hundred Seventy One Pesos and 24/100 (P6,708,871.24)**.