

9. DISCIPLINE OVER THE PERSONNEL. The AGENCY shall supervise and control / maintain efficient and effective discipline over and all personnel it may utilize in performing its obligation under this Agreement. The UNIVERSITY shall report to the AGENCY any untoward act, negligence, misconduct, malfeasance, misfeasance of the said personnel, but the AGENCY alone shall have the right to impose disciplinary action over any erring personnel of the AGENCY.

For this purpose, the General Services Office (GSO) of the UNIVERSITY shall be the central coordinating office between the UNIVERSITY and the AGENCY, including its personnel. The AGENCY shall provide a supervisor who shall monitor the work of its personnel assigned to the UNIVERSITY daily and shall report to the GSO after such monitoring. The GSO shall likewise conduct a regular monitoring of the progress of and work status of the AGENCY's personnel.

The AGENCY has the right to replace or to remove any of its erring, in-efficient and in-effective janitorial personnel through proper coordination with UNIVERSITY's, General Services Office.

10. TERMINATION AND BLACKLISTING. Violation of any of the terms of this contract shall entitle the UNIVERSITY to terminate the Contract and forfeit the performance bond of the AGENCY. Further, non-compliance with the specifications of the project provided herein shall put the UNIVERSITY under no obligation to pay the AGENCY the entire contract price.

Further, gross violation of the terms of this contract may be grounds for the UNIVERSITY to blacklist the AGENCY from participating in competitive biddings for a period of one (1) year.

10.1 This Contract may also be pre-terminated or used as basis in blacklisting the AGENCY if the performance of the AGENCY is found to be below par (such as but not limited to failure to deliver on time requested replacement of non-working equipment and the like, and violations of the provisions of this contract and the TOR) as determined by the UNIVERSITY through its GSO/Administration and as affirmed by the President of the CNU. The AGENCY shall, however, be given the opportunity to explain its side.

11. SEPARABILITY. If any provision of this Contract or the related documents is declared void, ineffective, invalid or contrary to law by a final judgment or decree by any court, commission or other judicial or quasi-judicial body of competent jurisdiction, the other provisions not affected by the said judgment or decree shall remain unimpaired unless said judgment affects the Contract and the related documents as a whole.

12. EXCLUSIVITY OF VENUE OF ACTION/S. Actions arising out of this Contract and the related documents shall be filed with the approved court of competent jurisdiction in Cebu City to the exclusion of all other courts.

13. BINDING NATURE. This Contract shall be binding between the parties, and their respective assigns and successors-in-interest.

*Handwritten signature*

*Handwritten signature*

*Handwritten mark*