

Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY
Roxas Boulevard corner San Luis Street
Pasay City

CERTIFICATE OF BOARD RESOLUTION

This is to certify that at the Board Meeting of the Philippine Economic Zone Authority (PEZA) held on **20 August 2014**, during which a quorum was present, the following resolution was approved:

RESOLUTION NO. 14-482

RESOLVED, That the PEZA Board hereby **APPROVES** the herein proposed **"Guidelines for the Accreditation and Operation of Value-added Solutions Providers (VASPs) for PEZA's Electronic Systems"**, as follows:

Section 1. Definition of Terms. For purposes of these Guidelines, the following definitions shall apply:

1. "Electronic Import Permit System" or "eIPS" shall refer to an online web-based system for filing and processing of PEZA Import Permit applications of PEZA-registered economic zone enterprises and for monitoring of the release of the goods from the ports and delivery in the facility of the PEZA enterprise inside the PEZA zone.
2. "Expanded Automated Export Documentation System" or "eAEDS" shall refer to an online web-based system for filing and processing of Export Declaration applications of PEZA-registered economic zone enterprises.
3. "Value-Added Solutions Providers" or "VASPs" are reputable IT enterprises with the technical expertise and capability for the development, installation and implementation of the PEZA e-systems, which will allow economic zone enterprises to have their applications filed/ processed through the PEZA electronic systems on a round-the-clock (i.e., 24x7) basis by PEZA-authorized approving officers.
4. "Downtime" shall refer to periods when the system is unavailable or fails to provide or perform its primary function.
5. "PEZA electronic systems" or "PEZA e-systems" shall refer to PEZA's electronic Import Permit System (eIPS), Expanded Automated Export Documentation System (eAEDS), and other automation projects as may be determined by PEZA.

6. "PEZA e-systems' users" shall refer to PEZA officials and personnel, and duly designated representatives of ecozone enterprises and other government agencies authorized by PEZA to use/access the PEZA e-systems.
7. "VASP Service" shall refer to a round-the-clock (24x7) access to the PEZA electronic systems and assistance available to PEZA e-systems users.

Section 2. Coverage. These guidelines shall apply both to new VASP applicants and to VASPs already accredited by PEZA at the time of its publication. Application for renewal of accreditation shall be covered under these Guidelines.

Section 3. Required Components of PEZA's Electronic Systems. The PEZA-accredited VASPs shall develop, operate and manage the PEZA e-systems on a 24/7 basis. The projects shall consist of the following functional modules and other components based on the PEZA technical, functional and operational requirements:

1. Functional Modules:

- a. Enrollment Module consists of verification of user eligibility and authorization prior to enrollment in the automation project; registration of authorized users; maintenance of user accounts, passwords and access rights; submission, authentication, approval and updating of PEZA-approved/authorized goods specific to an enterprise with the corresponding Item Description, HS Code and other required data;
- b. Application Module consists of the preparation / filling out of electronic form and submission of electronic applications by duly enrolled users;
- c. Validation and Processing Module consists of validation and screening procedures and parameters such as determining ownership of the goods based on consignee's response (optional to users) to an electronic broadcast (SMS or e-mail message to enrolled PEZA-registered enterprises), and comparing the items declared in the electronic application against the database of PEZA-approved/ authorized goods corresponding to each enrolled PEZA enterprise;
- d. Regulated Items Processing Module consists of processing applications for movement of items requiring a separate clearance/permit from PEZA and/or other government regulatory agencies;

- e. Payment Module consists of the procedure of collecting the appropriate PEZA processing fees using currently available electronic payment facilities such as e-banking through PEZA-accredited banks, SMS payment, and auto-debit (advance payment to PEZA), among others, and the recording, reporting and reconciliation of all payments collected;
- f. Release and Delivery Confirmation Module consists of tagging of electronic permits for shipments processed and released from the ports or the economic zones by the concerned PEZA units, and confirmation by tagging of receipt of deliveries/shipments in the economic zone destinations by the PEZA office in the economic zones and concerned units of the Bureau of Customs (BOC);
- g. Status Monitoring Module consists of procedures for updating the status of each application, the issued permits, the deliveries/receipt of shipments in the economic zones/ PCDUs; generation of reports on status of all movements of goods and system alert on undelivered goods to the destination economic zone or port 24 hours after release;
- h. Audit Module consists of reports generated by the system for use of PEZA to audit all transactions, the content of which are in accordance with PEZA requirements.

2. Other Project Components:

Technical and functional interfaces with other service providers and government /private entities for the provision and delivery of reliable, secure and compatible facilities and services, such as the following:

- a. Data network infrastructure / connectivity for the PEZA-registered enterprises;
- b. Payment facilities for the collection, remittance and reporting of PEZA processing fees;
- c. System and functional interfaces with related computerized import-export processes and services of the Bureau of Customs (e.g. e2m and National Single Window projects), other government systems as necessary, and with other PEZA systems.

Section 4. Minimum Qualifications of a VASP seeking PEZA Accreditation.

Value-Added Solutions Providers seeking accreditation with PEZA shall meet the following minimum qualifications:

1. Company Profile:
 - a. Duly registered with SEC;
 - b. At least 60% Filipino;
 - c. A minimum of three (3) consecutive years of actual involvement in the development and implementation of electronic systems/solutions, specifically in the implementation of on-line transactions system in similar and related projects in business, industrial or public sector;
 - d. Three (3) years continuous operation of an electronic/automated online transaction system developed and installed by the VASP for client organizations, which the client organizations had formally acknowledged as effectively providing the solutions required, as specified in the service contract for the VASP's engagement.
2. Resources - Capability and capacity adequate for PEZA e-systems requirements and 24/7 systems operations:
 - a. Manpower:
 - i. Must have in-house or internal personnel dedicated to the system;
 - ii. In-house/ internal personnel must have education and training in the fields of enterprise systems design and development, software applications development, database architecture and administration, network design and administration, network security, project management, and IT Training;
 - iii. Must have technical experience / capability in developing, implementing and managing electronic / automated systems;
 - iv. Must have relevant expertise / experience / exposure in customs procedures, customs cargo clearance procedures and related operations, import-export systems / procedures such as transactions of PEZA-registered economic zone enterprises; and in security infrastructures for network / electronic systems.

b. Facilities:

- i. Facilities must include IT hardware (servers, workstations, peripheral devices), network communication / network security solutions and devices, systems development and staging facilities, and other related and necessary devices and equipment that are owned by the VASP;
- ii. Must have adequate facilities or provision for the implementation of business continuity and disaster management plans.

c. Financial Resources:

Must have the financial capacity to provide resources necessary to sustain the operations of all of the modules/ components of the PEZA e-systems.

Section 5. Documentary Requirements for PEZA Accreditation of VASP. A VASP may apply for accreditation with PEZA by submitting the following requirements:

1. Duly accomplished PEZA Application Form for VASP Accreditation (Annex A) which shall include the following:
 - a. Company profile consisting of a brief description of the nature of its business, number of years in operation, and ownership (names, contact numbers);
 - b. Disclosure if company itself or any affiliate is registered or accredited with PEZA or doing business with PEZA and/or with PEZA enterprises;
 - c. Disclosure of rate being charged by VASP for each PEZA e-system;
 - d. Inventory of ICT Resources (Capability and Capacity):
 - i. Name of Principal and Alternate Technical Support Specialists, their academic background, relevant training and experience, and areas of expertise;
 - ii. Hardware;
 - iii. Licensed software.
2. DTI or SEC Registration Certificate and Articles of Incorporation and By-Laws;
3. Mayor's/Business Permit or Municipal License;

4. Audited Financial Statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding taxable year;
5. Annual Income and Business Tax Returns (VAT or Percentage Tax) duly filed thru the Electronic Filing and Payment System (EFPS) of the BIR and duly validated confirmation as evidence to the tax payments made (Filing Reference Number). For VASP who have yet to file their Annual and Business Tax Returns via the EFPS facility of the BIR, proof of application/enrollment to the EFPS facility;
6. Applicant's Notarized Undertaking prescribed by PEZA to serve as guarantee of performance (Annex B);
7. Anti-Graft Certificate (R.A. 3019) (Annex C);
8. Applicant's Notarized Undertaking/Warranty Against Liability as prescribed by PEZA (Annex D);
9. Certificate of Filing of Application (Annex E);
10. Bio-data of Principal Officers and technical staff who will be deployed for the project/s;
11. Certification under oath by the VASP or its duly authorized representative that all documents submitted in connection with its application for PEZA accreditation are an authentic and original copy, or a true and faithful reproduction or copy of the original, are complete, and that all statements and information provided therein are true and correct;
12. Non-Disclosure Agreement signed by the VASP (Annex F);
13. Detailed information on three (3) or more similar / related operational systems it has developed for client organizations within the last five (5) years, which shall include the following (please use the Project Data Sheet Format in Annex G):
 - a. Client organization and the Project Manager responsible for contracting development of the Project;
 - b. Project Name and Narrative Description of the Project;
 - c. The name and contact details of the client organization;

- d. Date and duration of the contract ;
 - e. Description of the functions/services of the client organization which were automated; components, modules and features of the automated system; and the benefits resulting from implementation of the automated system for the client organization as well as other parties involved;
 - f. Any proof of satisfactory completion of the development, installation and implementation of the system, particularly commendations issued by the client organization and other beneficiaries;
14. A detailed project proposal describing how the requirements for the PEZA e-systems will be delivered and maintained by the VASP, inclusive of the following:
- a. Physical security procedure and guidelines must indicate measures adopted to maintain safe operating condition of the data center and controls to secure the facility from intrusions, criminal or accidental physical damages, environmental elements and natural disasters;
 - b. Project management plan must indicate how the project will be managed from project initialization to project completion, deployment and operation. The proposal shall indicate fees/cost to be imposed on PEZA e-systems' users.
15. A business continuity and disaster recovery plan which covers network security procedures, backup and disaster recovery procedures, necessary resources, controls and arrangements to ensure uninterrupted delivery of critical services and procedures to resume normal business operations in disastrous situations.

Section 6. Evaluation of the VASP's Application for Accreditation.


1. Initial Evaluation:
- a. Assessment of the required company capability and capacity prescribed in Section 3 hereof;
 - b. Evaluation and verification of submitted documentary requirements prescribed in Section 4 hereof;
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2. Evaluation Proper: This requires the VASP to show and demonstrate through a total integration test the actual operation of its system in consideration of the following:
 - a. Completeness of the system functional modules and other requirements as prescribed in these guidelines;
 - b. Effectiveness of the PEZA e-systems in complying with the objectives of PEZA through conduct of live test-processing of actual applications filed / approved through the PEZA e-systems by economic zone enterprises.

Section 7. Responsibilities of a PEZA-accredited VASP.

A PEZA-accredited VASP shall have the following responsibilities:

1. Provision of the following Service Levels:
 - a. At no cost to PEZA, develop, implement/operate and provide to PEZA and PEZA-registered economic zone enterprises an efficient and continuous 24/7 online service and access to the PEZA e-systems for the processing of applications filed / approved through the PEZA e-systems and provision of 24/7 technical support and assistance;
 - b. Perform additional system modification / adjustment and testing of the system in accordance with any subsequent PEZA requirements and specifications to perform other importation clearance related operations or processes within a jointly agreed timeline;
 - c. Implement security measures and ensure that access to the system is limited to authorized users and system data is used only for purposes authorized by PEZA;
 - d. Ensure that in absolutely no instance shall it or its personnel, install unauthorized information system or software package in the PEZA e-systems and computers;
 - e. In cooperation with PEZA-accredited banks, facilitate the collection of the PEZA-authorized processing fees;
 - f. Share with PEZA the VASP revenues/ fees charged to and collected from the users in the form of a royalty fee at a jointly agreed rate and approved by the PEZA Board;


- g. Send instructions to the PEZA-accredited bank to immediately remit to PEZA, through the PEZA-designated depository bank, its entire collection of PEZA processing fees and, at the agreed period, PEZA's share in its revenues (royalty fee);
 - h. Submit to PEZA on a daily basis the reports on the applications filed / approved through the PEZA e-systems and corresponding fees collected as reconciled with bank records;
 - i. Provide the necessary support and assistance required for the training of the employees of PEZA and employees of PEZA-registered enterprises, and other agencies that PEZA may authorize, on the use and / or operation of the PEZA e-systems and related activities free of charge;
 - j. Establish, operate and maintain 24/7 the necessary link and/or transmission of data prescribed by PEZA to the PEZA's Integrated eIPS and Export Declaration Systems as well as other PEZA e- systems;
 - k. Notify PEZA at least 60 days prior to any planned suspension, or termination of services for justifiable cause;
 - l. Ensure that PEZA-wide system downtime incidents, other than those caused by factors external to the VASP, shall not exceed six (6) per year, and the length of any downtime incident shall not exceed five (5) hours per incident;
 - m. Document business interruption incident/s in a report and submit to PEZA and notify clients and their authorized representatives within twenty-four (24) hours of each incident/s;
 - n. Notify PEZA and all its clients at least two (2) days in advance of any scheduled technical maintenance procedures, including the date and duration of the maintenance work, and the expected time of resumption of normal business operations;
 - o. Implement the PEZA-approved business continuity plan if service downtime/ interruption exceeds one hour at any one time and/or service downtime/ interruptions occur more than twice a month;
 - p. The VASP shall, in cases of force majeure on its part, permanent cessation of operations due to bankruptcy or reasons other than force majeure, turn over to PEZA all data pertaining to the PEZA e-systems;
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q. The VASP shall submit the following reports/ documents/ electronic files on its operations to PEZA within the prescribed period indicated.

- i. Renewal of Mayor's/Business Permit or Municipal License – annually, not later than 30 days from date of expiry of the prior year's Permit/License;
- ii. Audited Financial Statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding taxable year – annually, not later than 30 days after the last date prescribed by the BIR for filing of Audited Financial Statements;
- iii. Annual Income and Business Tax Returns (VAT or Percentage Tax) duly filed thru the Electronic Filing and Payment System (eFPS) of the BIR and duly validated confirmation as evidence to the tax payments made (Filing Reference Number) – annually, not later than 30 days after the last date prescribed by the BIR for filing thereof;
- iv. Any change/s in its originally submitted corporate structure, including any change in its stockholders;
- v. Information security plan aligned with the ISO 27002:2005 standard;
- vi. Copies of monthly backup files, systems log files, problem management reports;
- vii. Such other reports and documents as may be prescribed by PEZA.

2. Establishment of the following Collaborative Interfaces:

Collaborative interfaces include formal and documented partnership / collaboration with other IT organizations for specialized expertise or capabilities relevant to the development and implementation of the PEZA e-systems, such as:

- a. Network / telecommunication service providers for the provision and delivery of connectivity service between and among PEZA's stakeholders and participants;
 - b. Bank / payment facilities for the provision of electronic payment service including collection, remittance and reporting of payment transactions;
- 

- c. BOC for the seamless interface with its electronic import/export-related procedures;
- d. PEZA systems for the necessary interface and integration with its related computerized systems.

Other interfaces may be established by the VASP, as necessary and appropriate, subject to PEZA's written clearance.

Section 8. Additional Terms and Conditions for PEZA-Accredited VASPs.

PEZA-accredited VASPs shall comply with the following additional terms and conditions for their accreditation:

1. Use the PEZA e-systems solely for the processing of applications filed through the PEZA e-systems of authorized economic zone enterprises;
2. In consultation with PEZA, coordinate with PEZA-approved banks on arrangements required for the operation of the web-based electronic payment system for the collection and deposit of the PEZA Processing Fees in designated PEZA accounts;
3. The VASP shall secure written PEZA clearance prior to entering into any arrangement and/or agreement (to use, view or link to the PEZA e-systems) with any entity (e.g., Bureau of Customs, banks, etc.) pertaining to the implementation of the PEZA e-systems;
4. In case of change of ownership, the VASP shall give PEZA a notice of fifteen (15) days prior to such change. The PEZA has the option to continue availing the services of the VASP or to terminate the contract. Should PEZA opt to continue the contract, it is understood that the new owner is amenable to the existing Service Level Agreement with PEZA.
5. The VASP agrees to keep and hold PEZA and its officers free and harmless from and against any and all losses, claims, damages, liabilities, costs and expenses of any legal action, claims and/or judgments arising out of or by reason of any injury or liability caused by any person relating to the services and operation of the PEZA e-systems it designed and is implementing;
6. The VASP shall execute an Undertaking/ Warranty Against Liability to indemnify PEZA and/or PEZA-registered enterprises availing of its services for damages arising from the operation of the automation projects and signifying that persistent defects therein shall be sufficient ground for the cancellation of the accreditation of the VASP;

7. In case of permanent cessation of operations, the VASP shall provide PEZA the systems source code as may be needed;
8. The VASP agrees to PEZA's evaluation of its continuing compliance with the accreditation guidelines by monitoring the VASP operation to assess responsiveness of the system functionalities to the requirements of various stakeholders; evaluate the service levels; conduct survey among its clients at least once a year, and review transactions, and incidents for policy decisions.
9. VASP agrees to comply with security audit and such other assessments as may be required by/of PEZA.

Section 9. Ownership of Data.

All records/ data submitted, processed and stored in the PEZA e-systems databases, including the PEZA-approved/authorized goods specific to the PEZA-registered enterprises, applications filed/approved through the PEZA e-systems, and payment of fees to PEZA, shall be owned by PEZA.

Section 10. Fees.

1. VASP Filing Fee of P3,600.00 and Accreditation Fee of P6,000.00 for each PEZA e-system implemented.
2. PEZA Processing Fees - The PEZA Processing Fees, in accordance with the PEZA structure of fees, or as may subsequently be prescribed by the PEZA Board, shall be encoded into the PEZA e-system and, for e-banking facilities, remitted to PEZA in accordance with Section 3.1 (e) and Section 7.1 (e) hereof.
3. VASP Processing Fee – PEZA-accredited VASPs are authorized to collect from PEZA-registered enterprises a market-determined processing fee for the use of its PEZA e-systems, provided that any change in the existing rates shall be upon prior clearance by PEZA. Fees of new entrants shall not exceed the maximum existing rate of any VASP.
4. Royalty fee to PEZA shall be in accordance with Section 7.1 (f) hereof and shall be subject to the approval of the PEZA Board.

Section 11. Duration of Accreditation. The Certificate of Accreditation which shall be issued by the PEZA Director General shall be valid for a period of two (2) years from date of issue, and renewable every two years thereafter, subject to payment of the VASP Application and Accreditation Fees and compliance with the qualification requirements for renewal of accreditation prescribed in these guidelines.

Section 12. Renewal of Accreditation. A PEZA-accredited VASP may apply for renewal of its accreditation by submitting the following information/ documents not later than sixty (60) days before expiry of its existing accreditation:

- a. Updated company profile and disclosure in accordance with Section 5.1 (a) and (b) hereof for purposes of determining the VASP's continued qualification for accreditation as provided in Section 4.1 hereof;
- b. Updated inventory of facilities as prescribed in Section 4.2 (b) hereof;
- c. Compliance to documentary requirements prescribed in Section 7.1 (q) hereof.

Renewal of accreditation will be based on the submission of the required documents, re-evaluation of the VASP's qualifications, capability and capacity in relation to the minimum qualifications and the requirements prescribed in these guidelines, and the results of the client satisfaction survey conducted by PEZA on the VASP's services.

Section 13. Cessation or Cancellation of Operations. Thirty days prior to the permanent cessation of operations or cancellation of PEZA accreditation for whatever reasons, the VASP shall seek the approval of PEZA and submit the following:

- a. Secretary's Certificate signed by the VASPs' Corporate Secretary stating that the Board of Directors of the VASP has resolved to cancel the VASP's PEZA accreditation;
- b. Notarized undertaking signed by the VASP's highest responsible official that it has given notice to all PEZA clients of the VASP's plan to cease/ cancel operation and cancel its PEZA accreditation as a VASP;
- c. Database of all PEZA e-systems transactions, lists of importables and exportables, and all other data pertaining to its clients.

Section 14. Penalty Provisions. The following schedule of fines and/or administrative sanctions shall apply to all VASPs and/or to any person or group of persons who have committed violations of these guidelines and related or pertinent circulars/memoranda issued thereunder:

1. **Grave offenses**, or those involving breach of trust or violation of these Guidelines relating to the integrity of the system such as but not limited to the following:
 - 1.1 Use and access, or allowing the use and access by entities not authorized by PEZA, of the PEZA e-systems and e-systems data;
 - 1.2 Installation and operation of any software on PEZA-owned computers without prior clearance from PEZA;
 - 1.3 Misrepresentation, submission of false information to PEZA;

- 1.4 Non-compliance or violation of the provisions of these Guidelines and other PEZA rules and regulations;
- 1.5 Any circumstance analogous to the foregoing and/ or acts under Sec. 33 of R.A. 8792, otherwise known as the Electronic Commerce Act of 2000;

shall be imposed the following penalties:

- 1st Violation - fine of P100,000.00
- 2nd Violation - suspension of accreditation for 30 days
- 3rd Violation - cancellation of accreditation.

2. **Less grave offenses**, such as but not limited to the following:

- 2.1 Delay in implementing PEZA e-systems enhancements and additional reportorial requirements;
- 2.2 Delay in addressing PEZA e-systems users' complaints on the PEZA e-systems and/or the VASP's services;
- 2.3 Downtime (except for force majeure and scheduled downtime) exceeding 2 incidents in one month and the length exceeding 5 hours per incident;

shall be imposed the following penalties:

- 1st Violation - fine of P50,000.00
- 2nd Violation - fine of P100,000.00
- 3rd Violation - fine of P200,000.00
- 4th Violation - suspension of accreditation for 30 days
- 5th Violation - cancellation of accreditation.

Once cancelled, a VASP can no longer apply for reaccreditation.

3. For late submission of required reports, the following schedule of penalties shall apply:

Number of Violations	Basic Fine	Daily Fine
1 st Violation	P500.00	P50.00
2 nd Violation	P1,000.00	P150.00
3 rd Violation	P2,000.00	P200.00

Imposition of penalties for violation of these guidelines shall not preclude PEZA from pursuing other actions under existing laws including but not limited to R.A. No. 8792.

Section 15. Creation of a VASP Steering Committee. A VASP Steering Committee shall be formed to take charge of arbitration, mediation, authorization of audit, evaluation of applications for accreditation, audit implementation and over-all coordinator for all matters related to the VAP. The Director General shall appoint the Head and the four (4) members of the Committee through a separate Office Order.

Section 16. Repealing clause. All rules and regulations, guidelines and other documents issued by PEZA inconsistent with these guidelines are hereby repealed or amended accordingly.

Section 17. Effectivity. These guidelines shall be published in a newspaper of general circulation and shall take effect immediately following such publication.



JENNY JUNE G. ROMERO
Acting Corporate Secretary

NOTE: With Annexes "A" to "G"

ANNEX A

PHILIPPINE ECONOMIC ZONE AUTHORITY

PEZA Building, Roxas Boulevard corner San Luis Street, Pasay City
Metro Manila, Philippines

APPLICATION FOR ACCREDITATION AS A VALUE-ADDED SOLUTIONS PROVIDER (VASP) FOR THE PEZA E-SYSTEMS

Date Filed _____
O. R. No. _____
Amount _____

<div>Name of Firm : _____</div> <div>Address : _____</div> <div>TIN: _____</div> <div>Telephone No.: _____ Fax No.: _____ E-mail: _____</div>																					
<div>Applicant's Representative (Contact Person) to PEZA :</div> <div>Name : _____</div> <div>Address : _____</div> <div>Telephone No. : _____ Fax No. : _____</div>																					
<div>Applicant's Existing Business Entity, Registration (if any):</div> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%; text-align: center;">Office</th><th style="width: 20%; text-align: center;">Date</th><th style="width: 30%; text-align: center;">Registration No.</th></tr></thead><tbody><tr><td>Securities and Exchange Commission (SEC)</td><td>_____</td><td>_____</td></tr><tr><td>Department of Trade and Industry</td><td>_____</td><td>_____</td></tr><tr><td>Bureau of Customs (BOC)</td><td>_____</td><td>_____</td></tr><tr><td>Others, please specify _____</td><td>_____</td><td>_____</td></tr></tbody></table>							Office	Date	Registration No.	Securities and Exchange Commission (SEC)	_____	_____	Department of Trade and Industry	_____	_____	Bureau of Customs (BOC)	_____	_____	Others, please specify _____	_____	_____
Office	Date	Registration No.																			
Securities and Exchange Commission (SEC)	_____	_____																			
Department of Trade and Industry	_____	_____																			
Bureau of Customs (BOC)	_____	_____																			
Others, please specify _____	_____	_____																			
<div>Capital Structure - For Corporations Only (Value in Peso)</div> <div>Common Stock _____ Authorized No. _____</div> <div>Amount P _____ Par _____</div>																					
Stockholders	Subscribed			Paid-Up																	
	No.	Amt. P	% Total	No.	Amt. P	% Total															
1. Filipino																					
2. Non-Filipino																					
a.																					
b.																					
c.																					
d.																					
e.																					
Total																					

1. **Brief History/ Profile of Applicant:** Brief description of the nature of business, number of years in operation. (Please attach separate sheet)

2. **Organization Chart:** (Please attach separate sheet)
Write-up on the organization with focus on ICT Personnel providing details as follows:

IT Personnel (state the number)

Project Manager _____

Systems Analyst _____

Programmer / Developer _____

Database Administrator _____

Network Administrator _____

Technical Support Specialists _____

3. Capital of Partners or Single Proprietor (as applicable)

<u>Name</u>	Nationality (Indicate if Naturalized)	Residence	Capital	% of Firm's Total	TIN.
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[illegible]

4. Business Activities Other Than Those Covered by Application

[illegible][illegible]

5. Applicant's Incorporators (For Corporation Only)

<u>Name</u>	<u>No. of Shares</u>	<u>Tax Identification Number</u>

6. Principal Officers

<u>Name</u>	<u>Position</u>	<u>Nationality</u> (Indicate if <u>Naturalized</u>)	<u>Residence</u>	<u>TIN</u>

(Please attach list of personnel authorized to transact with PEZA)

7. List of affiliate companies registered or accredited with PEZA or doing business with PEZA and/or PEZA enterprises. Indicate also if the company itself is registered or accredited with PEZA, if any.

[illegible]

8. List of ICT Resources (please use separate sheet)

9. Project Summary: Brief description of the project in accordance with the Guidelines for the Accreditation of VASPs. (Describe how the minimum requirements for the system/s will be delivered and operated. Please attached separate sheet.)

10. Attach other documents listed in the Guidelines

ANNEX B

APPLICANT'S NOTARIZED UNDERTAKING

In applying for PEZA accreditation, the Applicant herewith makes the following representations and commitments:

1. The applicant is capable of operating on a sound and efficient basis and of contributing to the objectives of the Philippine Economic Zone Authority (PEZA) and to the development of the national economy in general. Its project is economically, technically and financially sound.
2. Applicant proposes to engage in good faith in creating a market for its services.
3. Applicant shall submit periodic reports and other information that the Authority may require on its Services.
4. The Applicant has read R. A. 7916, as amended, and the Rules and Regulations adopted by the PEZA and commits itself to abide by the provisions thereof and amendments thereto.
5. The Applicant will start and operate the project covered by this application within such reasonable time as may be fixed by the Authority.
6. If the Applicant is a corporation, the Board of Directors of Applicant has authorized the filing of this application in accordance with the terms thereof.
7. That pursuant to the provisions of Sec. 3 and Sec. 14 of R. A. 3019 (Anti-Graft Act), the Applicant VASP has not given or promised to give and will not give any gift to any officer or employee of the Philippine Economic Zone Authority (PEZA) in connection with the filing and processing of this application.
8. That based on the records of the Applicant, no PEZA Board members or department Director and/or employee of the PEZA has an investment or any other financial interest direct or indirect, in the Applicant VASP.
9. That there exist no dummy relationship between the stockholders or Directors of the Applicant and any foreigner.

Done in the City/Province of _____
this _____ day of _____, _____.

Affiant

Designation

Subscribed and sworn to before me this _____ day of _____,
in the City/Province of _____, Affiant exhibited to me his Passport No.
_____ issued at _____, on _____, _____

Notary Public

Until December 31, _____

ANNEX C

ANTI-GRAFT CERTIFICATE

I, _____, of legal age, President/General Manager of _____ with postal address at _____ after having been duly sworn, depose and say:

That pursuant to the provisions of Section 3 and 14 of R. A. 3019 (Anti-Graft Act), the applicant company _____ has not given or promised to give, and will not give, any gift to any officers, employees of the Philippine Economic Zone Authority (PEZA) in connection with the filing and processing of this application, nor will give such gift to any of said officers or employees after approval of its application.

That based on the records of the applicant, no Board Member or officer of the Philippine Economic Zone Authority has an investment or other financial interest, direct or indirect, in the applicant; and

That this certificate was made with the approval of applicant's board of directors.

Affiant

Subscribed and sworn to before me this _____ day of _____, _____ in the City/Province of _____, Affiant exhibited to me his Passport No. _____ issued at _____, on _____, _____

Notary Public
Until December 31, _____

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ANNEX D

UNDERTAKING/WARRANTY AGAINST LIABILITY

In applying for PEZA accreditation as Value-Added Solutions Provider (VASP), the applicant herewith makes the following representations and commitments:

1. The applicant agrees to keep and hold PEZA and its officers free and harmless from and against any and all losses, claims, damages, liabilities, costs and expenses of any legal action, claims, and/or judgments arising out of or by reason of any injury or liability caused by any person relating to the services and operation of the software it shall provide;
2. In lieu of posting a surety or performance bond, the applicant hereby undertakes that it shall indemnify or answer for any damages which PEZA, its officers, or any enterprise availing of its (applicant) services may suffer through the negligence of the applicant or its employees may commit or cause in connection with or arising from the operation of PEZA e-systems;
3. In the event that the PEZA e-systems will suffer any defect, the applicant shall institute measures to remedy it; provided that when the defect is persistent, it shall be a sufficient ground for the cancellation of its accreditation.
4. The applicant shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions stipulated in the guidelines and certificate of accreditations, including the PEZA law (RA 7916, as amended) and its implementing rules and regulations, circulars, and other issuances.

Done in the City/Province of _____, this ____ day of _____.

Affiant

Designation

SUBSCRIBED AND SWORN to before me this ____ day of _____, in the City/ Province of _____, affiant exhibited to me his Passport No. _____ issued at _____, on _____.

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ANNEX E

CERTIFICATION OF FILING OF APPLICATION

I, _____, of legal age, Filipino, with address at _____
depose and state:

That I am the President / General Manager of _____ (the "Company"), a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at _____, and I officially represent the company for purposes of filing of its accreditation with PEZA for authorization to provide the PEZA e-Systems to all PEZA-registered enterprises and PEZA-administered economic zones and offices.

That the contents of the herein application filed with PEZA for accreditation as a Value-Added Solutions Provider are true and correct to the best of my knowledge.

Affiant

Subscribed and sworn to before me this _____ day of _____, _____
in the City / Province of _____, Affiant exhibited to me his Passport No. _____
issued at _____, on _____, _____.

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ANNEX F



PHILIPPINE ECONOMIC ZONE AUTHORITY NON DISCLOSURE AGREEMENT

Name of Company, (hereinafter referred to as "Company"), with office address at _____, hereby expresses its commitment to be legally bound by the provisions of this Agreement.

The commitment not to disclose all confidential materials/information that the Company would obtain as a Value-Added Solution Provider of the PEZA E-Systems ("Purpose").

Confidential Information is that information, whether in oral, written, graphic, electronic, or other form of communication which the Philippine Economic Zone Authority (PEZA) has not released publicly and which PEZA considers as confidential and/or in which PEZA has a protectable or proprietary interest.

1. Any and all information which is disclosed by PEZA to the Company and which is to be protected hereunder by the Company shall be considered as Confidential Information and is entitled to protection.
2. The Company agrees that (1) all Confidential Information disclosed by PEZA to the Company shall be used solely for the Purpose; (2) all confidential Information shall remain at all times the property of PEZA; (3) it may disclose Confidential Information only to Company's authorized employees and/or consultants who are involved in the use of the Confidential Information and have agreed in writing to be bound by the terms of this Agreement.
3. The Company shall make no copies of Confidential Information disclosed by PEZA except as necessary for use in accordance with the Purpose, and any copies which are made shall be identified and deemed Confidential Information in the same manner as the original.
4. The Company shall employ safeguards against the unauthorized use and disclosure of Confidential Information and agrees that it shall protect the Confidential Information of PEZA in the same manner and degree that it protects its own Confidential Information, but in any event it shall exercise extraordinary diligence in the use and/or disclosure of such Confidential Information. The Company further agrees to advise all its employees, agents or representatives having access to Confidential Information of the obligation provided herein.
5. Violation of this Agreement shall render the Company liable for liquidated damages and all consequential damages.

6. The Company shall be restricted from disclosing Confidential Information of PEZA pursuant to a judicial or governmental order, but any disclosure shall be made only to the extent so ordered and provided only that the party receiving an order: i) shall notify PEZA so that it may intervene in response to such order, or ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government of such information.
7. The obligation and limitations regarding Confidential Information in this Agreement shall not apply to the following:
 - a. Such information is generally available to the public; or
 - b. Such information is already in possession of the Company or its employees without restriction and prior to any disclosure hereunder; or
 - c. Such information is lawfully disclosed to the Company or its employees by a third party that has the right to transmit it without any obligation of confidentiality.
8. The obligations of confidentiality and non-disclosure under this Agreement shall commence from the time the company is accredited by PEZA as Value-Added Solution Provider and shall remain in full force and effect for a period of five (5) years from cancellation of its accreditation with PEZA.
9. PEZA, however, may terminate this Agreement in its entirety, terminating the use of all Confidential Information disclosed under this Agreement, or PEZA may terminate the use of a particular Confidential Information disclosed under this Agreement, at any time without liability for such termination.
10. When the Company no longer needs any particular Confidential Information it has received from PEZA for the Purpose or upon the request of PEZA, whichever occurs first, the Company shall promptly cease using and shall return to PEZA or destroy (and certify destruction of) i) such Confidential Information, together with any tangible copies it has made, ii) all writings, descriptions and summaries involving or based on such Confidential Information, and iii) all copies stored in any computer memory or medium.
11. The Company agrees that it shall not engage directly or indirectly, for itself, or with any other person, in any work or undertaking which shall create any legal impediment against its performance of its obligations under this Agreement. The Company represents that there is no such legal impediment.
12. All notices under this Agreement shall be in writing and delivered to:

The Director General, Philippine Economic Zone Authority, PEZA Building, Roxas Boulevard corner San Luis Street, Pasay City.

13. If any provision of the foregoing terms shall be unlawful, void for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

IN WITNESS WHEREOF, the Company hereto has signed this Agreement this _____ at Pasay City, Philippines.
(NAME OF COMPANY)

BY:

(NAME OF REPRESENTATIVE)
(DESIGNATION)

ACKNOWLEDGMENT

Republic of the Philippines)) S.S.

BEFORE ME, this _____, personally appeared _____, with Passport No. _____, issued on _____ at _____, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Non Disclosure Agreement consisting of three (3) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

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ANNEX G
PROJECT DATA SHEET*

PROJECT NAME	
NAME OF CLIENT ORGANIZATION	DATE OF CONTRACT
NAME OF PROJECT DIRECTOR/MANAGER, TEAM LEADER) INVOLVED	No. of Staff-Months; Contract Duration
ADDRESS & TEL. NO. OR EMAIL ADDRESS	
NARRATIVE DESCRIPTION OF THE PROJECT, ACTUAL SERVICES PROVIDED (FUNCTIONS / SERVICES AUTOMATED, PROJECT BENEFITS)	

*- For previous projects applicant has developed which are similar to eIPS/ AEDS.
Please use one (1) sheet per project.