

**AGREEMENT IN THE USE AND AVAILMENT OF THE VERIFICATION AND  
BUSINESS INFORMATION LINKAGE SYSTEM (VERIBILIS) OF THE ONE  
STOP SHOP INTER-AGENCY TAX CREDIT AND DUTY DRAWBACK  
CENTER**

WHEREAS, the *One Stop Shop Inter-Agency Tax Credit And Duty Drawback Center (Center)* pursuant to its mandate to simplify and expedite the processing of tax credit and duty drawback claims and in line with Republic Act 8792 which aims to facilitate domestic and international dealings, transactions, arrangements, agreements, contracts and exchanges and storage of information through the use of electronic, optical and similar medium, mode, instrumentality and technology to recognize the authenticity and reliability of electronic documents related to such activities and promote the universal use of electronic transaction in the government and general public hereby undertakes to conduct electronic verification of export sales and local purchases of tax credit claimants, through a computer system named VERIFICATION AND BUSINESS INFORMATION LINKAGE SYSTEM (herein after referred to as 'VERIBILIS');

WHEREAS, the legality, efficiency and soundness of the VERIBILIS has been acknowledged, recognizing the benefits that the said system shall bring in simplifying and expediting the processing of tax credit and duty drawback claims with the Center;

WHEREAS, all claimant-companies (herein after referred to as 'CLAIMANT') under the Investment Incentive Group who are enrolled under the Enrolment Program, whose local suppliers, service providers, banks and local buyers (herein after referred to as 'CLIENT') under the constructive and direct exports scheme likewise enrolled thereat shall undergo verification of transactions subject of tax credit claims using the VERIBILIS;

NOW THEREFORE, for and in consideration of all the above foregoing, the client hereby agrees as follows:

1. The CLAIMANT and CLIENT bind themselves to recognize the authenticity and reliability of the results of the VERIBILIS.
2. The CLAIMANT and CLIENT hereby acknowledges that the VERIBILIS is not contrary to or does not violate Republic Act No. 1405 as amended or the Law on Secrecy of Bank Deposits in view of the express consent given herein by the CLAIMANT to the said procedure;
3. The CLAIMANT hereby commits to accomplish and submit the following:
  - a. Enrolment form (copy attached) specifying the company's buyers/suppliers/ and banks for purposes of electronic verification via VERIBILIS and the designated company representative/s to view and monitor company's tax credit claims via VERIBILIS;
  - b. Proof of authority by the Board of Directors (*i.e.*, board resolution and secretary's certificate as to the authorized company representative) and/or owners of the CLAIMANT granted to authorized representatives indicated in the enrolment form who may view and monitor company's tax credit claims via VERIBILIS;

- c. Express written consent to the Center allowing inquiry or verification with any bank or financial institution with respect to information which may be relevant to the use of VERIBILIS;
- d. CLIENT's resolution granting specific authority to its authorized representatives who will receive and respond to verification requests via VERIBILIS.

4. The CLIENT hereby agrees and commits itself to accomplish and submit the following:

- a. Enrolment form (copy attached) specifying the company representatives who are designated to receive and respond to verification requests via VERIBILIS.
- b. The CLIENT shall provide a resolution granting specific authority to its authorized representatives who will receive and respond to verification requests via VERIBILIS.

5. The Center, based on the forms submitted by the CLAIMANT and the CLIENT, upon accomplishment and submission of the required forms and documents, shall create accounts, provide usernames and system-generated passwords for all the designated authorized representatives of the CLIENT.

6. In the event of any change in the authorized representatives of the CLAIMANT and CLIENT, the Center must be informed in writing within a period not to exceed thirty (30) days from the date when the new authorized representative has been appointed or upon withdrawal of the same of the authority given to the previous authorized representative. The Center shall immediately provide the new authorized representatives with accounts, usernames and/or system generated passwords upon the submission by the client of written authorities as herein provided, granted by their respective board of directors and/or owners.

7. The CLAIMANT and CLIENT warrants that any information coursed through, sent and/or received through the VERIBILIS shall be legitimate, authentic and truthful. In the event that any information be false or fraudulent, the Center reserves the right to automatically disapprove or disallow the claim filed without prejudice to the right of the Center to avail of other remedies provided by law;

8. The CLAIMANT and CLIENT hereby acknowledge and agree that all information received through the VERIBILIS shall undergo periodic audit to be conducted by a designated audit body chosen by the Center for such purpose.

9. That the Center shall not be liable to the CLAIMANT and CLIENT or any other party for any fraudulent transaction or inability to properly provide the information requested for reasons such as Force Majeure, violation of internet or system's security, security breaches, system's failure at the Center's or client's service providers' levels, unauthorized use of username and password or events which are beyond the control of the Center including but not limited to government policies, actions or intentions, fire, earthquake, war or national emergencies;

10. That the CLAIMANT and CLIENT shall be solely responsible for the security and confidentiality of the accounts, usernames, and/or system generated

passwords provided by the Center under the VERIBILIS. In the event of breach of unauthorized access to, download of, or revelation of any information through the use of the accounts, usernames and/or system generated passwords provided by the Center as may be gathered via VERIBILIS from the information sourced from the client, the Center shall not be liable to or be free from any claim, legal or otherwise, to the client;

11. The CLAIMANT and CLIENT hereby waives all rights under existing confidentiality laws of any of his claims, any transaction, information related thereto or any information coursed through or sent via the VERIBILIS, insofar as the same may be accessed by other third parties without authority from the Center in cases of breach or violation of systems security; through circumstances which the Center, without fault or negligence, could not have foreseen, or though foreseen is inevitable;

12. That the CLAIMANT and CLIENT agrees to hold the Center free, harmless and indemnified against all claims, actions, proceedings, loss, liabilities, damages, expenses and suits whatsoever that may arise in connection with or relating to the Center's reliance on the replies that may be received from the client via VERIBILIS;

13. The CLAIMANT and CLIENT hereby waives all rights under existing confidentiality laws of any of his claims, any transaction, and information related thereto or any information coursed through or sent via the VERIBILIS, insofar as the same may be accessed by other third parties without authority from the Center in cases of violation of systems security.

14. The CLAIMANT and CLIENT acknowledges that the Center may modify this Agreement from time to time and such modification shall be effective upon posting on the OSS Center website, and it is therefore important that the parties concerned review this Agreement regularly for any changes.

### **C E R T I F I C A T I O N**

It is understood that I have read the foregoing rules and regulations and hereby agrees to abide by the terms herein provided this \_\_\_ day of \_\_\_\_\_, 200\_, Manila, Philippines.

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CLAIMANT

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CLIENT