

3.10 **CONTRACTOR's Liability** – The CONTRACTOR shall assume full responsibility and agrees and binds itself to indemnify the PPA for any loss, damage, and/or injury that may be incurred by the latter and/or its employees which are attributable to the negligence, fault, misconduct or unlawful act of the former and its janitors.

3.11 **No Employer-Employee Relationship** – There is no employer-employee relationship between the CONTRACTOR and/or its personnel and PPA, such that the CONTRACTOR's personnel assigned in PPA are not employees of the latter, the position of the CONTRACTOR and anyone else performing the services is that of an independent contractor. Accordingly, the PPA shall not in anyway be liable or responsible for any personnel injury or damage including death sustained or caused by any of the personnel of the CONTRACTOR during the performance of their duties.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.01 The failure of the PPA to demand strict compliance with any of the terms, stipulations and covenants of this Contract or any act of liberality on the part of PPA, shall not be construed or considered as a waiver on the part of the PPA for enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations as herein provided.

4.02 In case of conflict between provision of the Contract and that of the contract documents, the former shall be controlling.

4.03 The CONTRACTOR shall provide and do anything necessary to perform its obligations under this contract according to the true intent and meaning of all the Contract Documents taken together.

4.04 All taxes, licenses, permits, fees or charges of whatever form, kind or nature due or which may be due to the national or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, and all necessary and incidental expenses relative thereto, including the cost of notarization of this Contract shall be borne and paid for by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, the PPA is hereby authorized to deduct the amount advance from whatever amount due the CONTRACTOR from PPA.

4.05 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle the PPA to suspend payment to CONTRACTOR. Further, during the term of this Contract, the CONTRACTOR shall regularly present to the PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

4.06 Should there be any dispute or controversy in connection with this Contract or difference between Parties arising from the interpretation of this Contract, the Parties hereto shall, as far as practicable, settle the same amicably. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted for arbitration in accordance with the provisions of Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, that the arbitration proceeding shall be without prejudice to the right of the PPA to rescind or terminate this Contract in accordance with Section 3.08 hereof.