

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF  
TECHNICAL CONSULTANT FOR PHASE TWO (2) OF AN EXTRACTIVE  
INDUSTRIES OUTLOOK REPORT FOR THE PHILIPPINE EXTRACTIVE  
INDUSTRIES TRANSPARENCY INITIATIVE IN THE  
DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT entered into this 30 day of APR 30 2021 2021 in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF FINANCE**, a government agency of the Republic of the Philippines with principal office at the 6<sup>th</sup> Floor, DOF Building, Roxas Boulevard, Manila, herein represented by **Undersecretary BAYANI H. AGABIN** and **Undersecretary MARK DENNIS Y.C. JOVEN**, hereinafter referred to as the "**DEPARTMENT**";

-and-

**Mr. JERICK T. AGUILAR**, of legal age, Filipino and a resident of 605 Mayumi St., United Subd., San Pedro, Laguna, hereinafter referred to as the "**CONSULTANT**".

The Department and the Consultant shall be collectively referred herein as the **PARTIES**."

**WITNESSETH That:**

WHEREAS, the Extractive Industries Transparency Initiative (EITI) is an international multi-stakeholder initiative that promotes a global standard for transparency in the oil, gas and mining industries for the open and accountable management and good governance of extractive resources;

WHEREAS, the EITI process has three pillars: the creation of a national multi-stakeholder group (MSG); the publication of a report containing independently assessed data on government revenues and company payments due to extractive operations; and communication of the report's findings to stakeholders to inform and encourage public debate and dialogue on extractives. Required disclosures cover data along the entire value chain of an extractive activity—from the granting of licenses and contracts, to production, to tax collection, up to revenue utilization. Data are processed and reconciled by an Independent Administrator to surface any discrepancy or variance. Key findings are published in a report that is then disseminated to stakeholders and the general public;

WHEREAS, the Philippines was admitted as a candidate country by the EITI International Board on May 22, 2013. Pursuant to the requirement of the 2013 EITI Standard, and after consultation with stakeholders, the Philippine MSG formulated the following goals for EITI implementation that are linked to EITI principles and reflective of national priorities for the extractive industries:

- a. Show the direct and indirect contribution of extractives to the national development;
- b. Improve public understanding of the management of natural resources and public availability of data;
- c. Strengthen government systems for natural resource management;

- d. Create opportunities for dialogue and constructive engagement in natural resource management in order to build trust and reduce conflict among stakeholders; and
- e. Pursue and strengthen the extractive sector's contribution to sustainable development.

WHEREAS, the legal basis for EITI implementation in the country is found in Section 14 of Executive Order No. 79 (2012), which states the Philippines' commitment to participate in the EITI, and in Executive Order No. 147 (2013), which formally created the Philippine Extractive Industries Transparency Initiative (PH-EITI);

WHEREAS, the Department of Finance (DOF) needs to re-engage the services of Technical Consultant for the PH-EITI;

WHEREAS, as provided under Section 53.7 of the Revised Implementing Rules and Regulations (Revised-IRR) of Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultants hired to do work that is: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant; Provided, That the term of the individual consultants shall, at the most, be on a six month basis renewable at the option of the appointing Head of the Procuring Entity (HoPE), but in no case shall exceed the term of the latter;

WHEREAS, the re-engagement of the services of Mr. Jerick T. Aguilar is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 030-2021, it was resolved to recommend the re-engagement of the consulting services of Mr. Jerick T. Aguilar through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall re-engage the services of the CONSULTANT for the provision of the Services for the period of April 1, 2021 – June 30, 2021;

WHEREAS, the CONSULTANT is willing to provide the services and technical assistance to the DEPARTMENT;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 011011012021-03-000684 dated March 25, 2021 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

**1. SCOPE OF SERVICES**

**The CONSULTANT shall have the following duties and functions under Phases one (1) and two (2) of the assignment:**

1. Develop of work plan, methodology, and outline of the report; initial research and data gathering; and presentation of initial findings to the MSG;

2. Draft the narrative or write-up of the extractive industries outlook report, utilizing previous PH-EITI reports, the results of or data from the reconciliation process and/or unilateral disclosures of entities participating in the seventh reporting cycle, and observing professional standards of technical writing. The draft narrative shall be presented to the MSG for comments;
3. Address and/or incorporate in the final draft the relevant comments of the MSG on the earlier draft/s;
4. Present the final outlook report to the MSG;
5. Produce and submit electronic and printed files of the outlook report and other information/material integral to it;
6. Submit a terminal report (both electronic and hard copies) containing, among others, recommendations for strengthening the outlook reporting process in the future, citing problems encountered in the process and ways to address them;
7. Produce an executive summary of the outlook report for a non-technical audience;
8. Produce and information, education and communication (IEC) materials on the outlook report;
9. Participate or provide inputs in a report analysis workshop that may be conducted with the MSG members and key stakeholders after the publication of the PH-EITI report;
10. Turn over or submit to the PH-EITI secretariat in print and electronic copies all documents and data gathered in connection with the writing of the outlook report, such as reference materials and supporting documentation, including contact details of resource persons; and
11. Perform other tasks related to those outlined in the Terms of Reference (TOR) that are necessary for the production of an extractive industries outlook report.

## 2. **CONSULTANCY FEE**

For and in consideration of the Services rendered by the CONSULTANT the DEPARTMENT hereby agrees to pay the former a total amount of TWO HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED NINETY TWO PESOS AND 40/100 (Php271,292.40) to be paid upon accomplishment of each of the deliverables with the corresponding percentage of completion as indicated below subject to withholding tax and any and all taxes payable to the government.

2. Draft the narrative or write-up of the extractive industries outlook report, utilizing previous PH-EITI reports, the results of or data from the reconciliation process and/or unilateral disclosures of entities participating in the seventh reporting cycle, and observing professional standards of technical writing. The draft narrative shall be presented to the MSG for comments;
3. Address and/or incorporate in the final draft the relevant comments of the MSG on the earlier draft/s;
4. Present the final outlook report to the MSG;
5. Produce and submit electronic and printed files of the outlook report and other information/material integral to it;
6. Submit a terminal report (both electronic and hard copies) containing, among others, recommendations for strengthening the outlook reporting process in the future, citing problems encountered in the process and ways to address them;
7. Produce an executive summary of the outlook report for a non-technical audience;
8. Produce and information, education and communication (IEC) materials on the outlook report;
9. Participate or provide inputs in a report analysis workshop that may be conducted with the MSG members and key stakeholders after the publication of the PH-EITI report;
10. Turn over or submit to the PH-EITI secretariat in print and electronic copies all documents and data gathered in connection with the writing of the outlook report, such as reference materials and supporting documentation, including contact details of resource persons; and
11. Perform other tasks related to those outlined in the Terms of Reference (TOR) that are necessary for the production of an extractive industries outlook report.

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Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Following the submission of inception report	To establish work plan and set expectations of deliverables	Inception Report with a) Detailed outline of the report b) Work plan indicating the approach, methodology, proposed outline of the report.	20%	54,258.48
Following the delivery of the first complete draft of the report	To produce a first complete draft of the report	A complete draft of the report containing all information enumerated/required under Section 3 of the TOR	30%	81,387.72
Following the presentation of the first draft report to the MSG	To present the first draft report to the MSG	A record of proceedings of an MSG meeting for the purpose	30%	81,387.72
Following the submission of final report, with executive summary, and suggested IEC materials	To wrap up Phase Two of the assignment	A final copy of the report with executive summary and suggested IEC materials	20%	54,258.48
<b>TOTAL</b>			<b>100%</b>	<b>Php271,292.40</b>

### 3. CONFLICT OF INTEREST

The CONSULTANT commits to provide technical, objective and impartial services to the DEPARTMENT and at all times uphold its paramount interests without consideration for future work assignments that may place the CONSULTANT in a position of not being able to carry out the assignments in the best interest of the DEPARTMENT.

### 4. CONFIDENTIALITY CLAUSE/NON-DISCLOSURE

Except with the prior written consent of the DEPARTMENT, the CONSULTANT shall not at any time communicate to any person or entity any confidential information acquired in the course of the performance of the Services, nor shall the CONSULTANT make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the CONSULTANT arising out of, or in connection with, the performance of the Services under this CONTRACT that is not otherwise available to the public.

**5. NO EMPLOYER – EMPLOYEE RELATIONSHIP**

It is expressly understood and agreed that the CONSULTANT assigned to the DEPARTMENT is not an employee of the DEPARTMENT. It is further understood and agreed that any personal injury, death or damage sustained by the CONSULTANT during the performance of his duties or while within premises of the DEPARTMENT attributable to the acts, omissions, or fault of the DEPARTMENT shall be the liability of the official, employee or agent concerned.

**6. CONSULTANT'S LIABILITY**

The CONSULTANT shall indemnify the DEPARTMENT for any and all damages that the DEPARTMENT may incur due to the fault, negligence, error or omission of the CONSULTANT, without prejudice to other legal remedies available to the DEPARTMENT.

**7. EFFECTIVITY DATE AND DURATION OF CONTRACT**

This CONTRACT shall be in force for the period April 1, 2021 – June 30, 2021.

**8. AMENDMENT AND MODIFICATION**

No addendum or amendment to this CONTRACT shall be valid and binding between the PARTIES, unless it is in writing and signed by the PARTIES or their authorized representatives.

**9. VENUE**

In case of any litigation arising from this CONTRACT, the PARTIES agree that the competent courts of Manila shall be the exclusive venue, to the exclusion of all other courts or tribunals.

**10. TERMINATION OF CONTRACT**

Either the DEPARTMENT or the CONSULTANT may terminate this CONTRACT no less than thirty (30) days upon service of prior written notice to the other party.

**12. SEPARABILITY**

If any one or more of the provisions contained in this CONTRACT or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at Manila, Philippines.

APR 30 2021

CONSULTANT

By:

JERICK T. AGUILAR  
Consultant



DEPARTMENT OF FINANCE

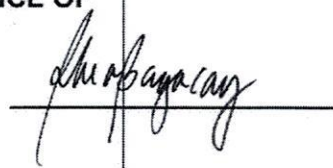
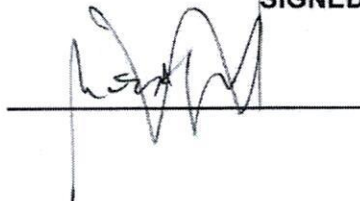
By:

Bayani H. Agabin  
BAYANI H. AGABIN  
Undersecretary



MARK DENNIS Y.C. JOVEN  
Undersecretary

SIGNED IN THE PRESENCE OF



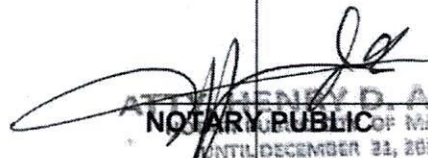
ACKNOWLEDGMENT

Republic of the Philippines)  
City of Manila )s.s

BEFORE ME this \_\_\_\_\_ day of **APR 30 2021** at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 172-571-956 and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Undersecretary Mark Dennis Y.C. Joven with TIN 167-305-432 and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in their capacity as the authorized signatories of the DEPARTMENT OF FINANCE and Mr. Jerick T. Aguilar with TIN \_\_\_\_\_ and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, both known to me to be the same persons who executed the foregoing contract, consisting of six (6) pages including this page, and who acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government entity which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

  
**ATTORNEY D. ADASA**  
**NOTARY PUBLIC**  
NOTARY PUBLIC OF MANILA  
UNTIL DECEMBER 31, 2021  
NOTARIAL COMMISSION 2020-837 MLA  
IBP NO. 142253 - 01/04/2021, PASIG  
PTR NO. 0220146 - 01/05/2021 MLA  
ROLL NO. 20070, TIN: 172-528-620  
MILE COMP. NO. VI-000000  
MUNICIPALITY OF MANILA, B-2, UNIT 355



Republic of the Philippines  
**DEPARTMENT OF FINANCE**  
Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

March 29, 2021

**Mr. JERICK T. AGUILAR**  
Consultant  
605 Mayumi St., United Subd.  
San Pedro, Laguna

**Subject: NOTICE TO PROCEED**

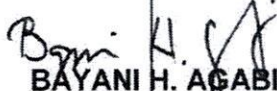
**Dear Mr. Aguilar:**

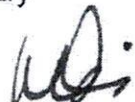
In view of the award of the Contract for the re-engagement of Services of Technical Consultant for Phase 2 of an Extractive Industries Outlook Report as a component of the 7th Philippine Extractive Industries Transparency Initiative (PH-EITI) ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from April 1, 2021 – June 30, 2021.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

  
**MARK DENNIS Y.C. JOVEN**  
Undersecretary

CONFORME:

  
**JERICK T. AGUILAR**

Date: March 29, 2021