

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR TECHNICAL POLICY AND COMPLIANCE
SPECIALIST FOR PHILIPPINE EXTRACTIVE INDUSTRIES
TRANSPARENCY INITIATIVE IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ 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 6th 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-

Ms. ERYCCE ALTHEA A. ANTONIO, of legal age, Filipino and a resident of 85 Tugatog St., Bagong Barrio, Brgy. 147, Caloocan City, 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 implementation has two core components: (1) Transparency: Oil, gas, and mining companies disclose information about their operations, including payments; and the government discloses its receipts and other relevant information on the industry. The figures are reconciled by an Independent Administrator, and published annually alongside other information about the extractive industries in accordance with the EITI Standard; and (2) Accountability: A multi-stakeholder group (MSG) with representatives from government, companies and civil society is established to oversee the process and communicate the findings of the EITI report, and promote the integration of EITI into broader transparency efforts in the country;

WHEREAS, on behalf of the Philippine government and the PH-EITI, the Department of Finance (DOF) seeks a technical specialist, free from any conflict of interest, to render project management, and research and writing services to achieve the following objectives:

- a. Facilitate the Philippines' compliance with the Beneficial Ownership (BO) disclosure requirements of the EITI Standard;
- b. Pursue the participation of all mining contractors, specifically all non-metallic mines, in the EITI process pursuant to the DENR DAO 2017-07;
- c. Pursue the monitoring and systematic disclosure of IP Royalty and information on Community Royalty Development Plans pursuant to the recommendations of the EITI Validation Report and the annual PH-EITI reports; and

- d. Facilitate the mainstreaming and expansion of the EITI process in the small-scale mining sector.

WHEREAS, the DOF needs to 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 engagement of the services of Ms. Erycce Althea A. Antonio is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 19-2021, it was resolved to recommend the engagement of the consulting services of Ms. Erycce Althea A. Antonio through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall engage the services of the CONSULTANT for the provision of the Services for the period of April 1, 2021 – September 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. 011011012021-03-000687 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:

1. Prepare a stakeholder engagement plan for the following EITI implementation thematic areas:
 - i. Beneficial ownership transparency
 - ii. EITI reporting for nonmetallic mines
 - iii. Monitoring of IP Royalty payments
 - iv. EITI mainstreaming to the small-scale mining sector
2. Organize and facilitate capacity-building engagement activities to enable stakeholders in the nonmetallic mining sector, small-scale mining sector, regional and provincial offices of the National Commission on Indigenous Peoples (NCIP), and corporate offices of extractive industries to fully comply with the EITI Standard;

3. Produce knowledge products on beneficial ownership transparency, EITI reporting for nonmetallic mines, IP Royalty payments disclosure, and EITI mainstreaming in the small-scale mining sector; and
4. Assist the PH-EITI Secretariat in the preparation of the country report by providing relevant data and information on stakeholder compliance with the EITI Standard and other EITI-related legal frameworks.

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 THREE HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED SIXTY ONE PESOS AND 60/100 (Php379,461.60) 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.

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Following the submission of inception report and work plan	To establish work plan, set expectations, and identify deliverables	Inception Report with detailed work plan	20%	75,892.32
Following the delivery of the progress report in building the capacity of stakeholders to comply with the EITI Standard	To monitor progress of stakeholder compliance with specific requirements of the EITI Standard	Progress Report	30%	113,838.48
Following the production of knowledge products related to beneficial ownership transparency, EITI reporting for nonmetallic and small-scale mines, and IP	To produce knowledge products for stakeholder and communications engagement	Knowledge products related to beneficial ownership transparency, EITI reporting for nonmetallic and small-scale mines, and IP Royalty payments	30%	113,838.48

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Royalty payments				
Following the submission of a terminal report	To wrap up the project and identify other areas for consistent improvement	Terminal report	20%	75,892.32
			100%	PHP379,461.60

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 her 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 – September 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.


11. 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 APR 30 2021 2021 at Manila, Philippines.

CONSULTANT

By:



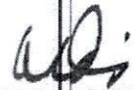
ERYCCE ALTHEA A. ANTONIO
Consultant

DEPARTMENT OF FINANCE

By:

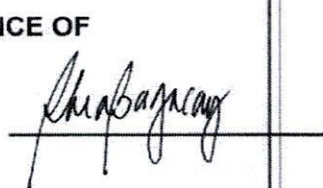
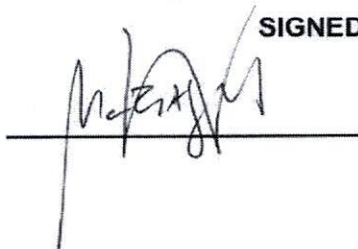


BAYANI H. AGABIN
Undersecretary



MARK DENNIS Y.C. JOVEN
Undersecretary

SIGNED IN THE PRESENCE OF



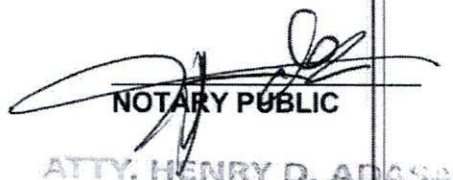
ACKNOWLEDGMENT

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

BEFORE ME this _____ day of _____ 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 Ms. Erycce Althea A. Antonio with TIN _____ and her 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.

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NOTARY PUBLIC

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2021
NOTARIAL COMMISSION 2020-057 MLA
ISP NO. 141253 - 01/04/2021, PASIG
PTR NO. 822544 - 01/03/2021, LA
RDL NO. 28673, TIN: 171-528-410
NOTICE COMPL. NO. VM-0000185
LAW OFFICE HENRY D. ADASA, B-2, UNIT 201



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

March 29, 2021

Ms. ERYCCE ALTHEA A. ANTONIO
Consultant
85 Tugatog St., Bagong Barrio, Brgy. 147
Caloocan City

Subject: NOTICE TO PROCEED

Dear Ms. Antonio:

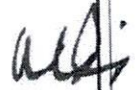
In view of the award of the Contract for the Engagement of Services of Technical Consultant for Technical Policy and Compliance Specialist for Philippine Extractive Industries Transparency Initiative (PH-EITI) ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

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

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


ERYCCE ALTHEA A. ANTONIO

Date: 3/29/2021