

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR PHASE TWO (2) OF A THEMATIC REPORT
ON SOCIAL DEVELOPMENT AND MANAGEMENT PROGRAM
FOR THE 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. SHARON FELIZA ANN P. MACAGBA, of legal age, Filipino and a resident of M. Pandeno St., Siniloan, 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 Ms. Sharon Feliza Ann P. Macagba is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 021-2021, it was resolved to recommend the re-engagement of the consulting services of Ms. Sharon Feliza Ann P. Macagba 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 March 18, 2021 – June 18, 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. 011011012021-03-000025 dated March 17, 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 a work plan, methodology, and outline of the report; initial research and data gathering; and presentation of initial findings to the MSG;

Sharon

2. Draft the narrative or write-up of the thematic report on Social Development Management Program (SDMP), utilizing the results of or data from the reconciliation process and/or unilateral disclosures of reporting entities, 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 thematic report to the MSG;
5. Produce and submit electronic and printed files of the thematic report and other information/material integral to it;
6. Produce an executive summary of the thematic report for a non-technical audience;
7. Produce an information, education and communication (IEC) materials on the thematic report;
8. 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;
9. 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 thematic report, such as reference materials and supporting documentation, including contact details of resource persons, if any; and
10. Perform other tasks related to those outlined in the Terms of Reference (TOR) that are necessary for the thematic report on SDMP.

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.

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	20%	54,258.48

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
		b) Work plan indicating the approach, methodology, proposed outline of the report.		
Following the submission of the draft SDMP report	To produce a draft thematic report on SDMP	A draft thematic report on SDMP	30%	81,387.72
Following the presentation of the draft thematic report on SDMP to the MSG	To present the draft thematic report on SDMP to the MSG	A record of proceedings of an MSG meeting for the purpose	30%	81,387.72
Following the submission of final thematic report, with executive summary, and suggested IEC materials	To wrap up Phase Two of the assignment	A final SDMP report with executive summary and suggested IEC materials	20%	54,258.48
TOTAL			100%	Php271,292.40

Sharon

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 March 18, 2021 – June 18, 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 _____ 2021 at Manila, Philippines.

APR 30 2021



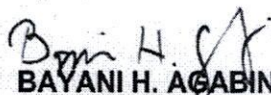
CONSULTANT

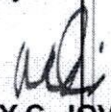
By:


SHARON FELIZA ANN P. MACAGBA
Consultant

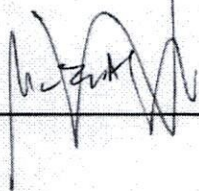
DEPARTMENT OF FINANCE

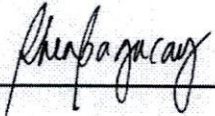
By:


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

SIGNED IN THE PRESENCE OF





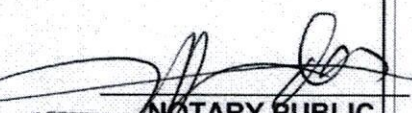
ACKNOWLEDGMENT

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

BEFORE ME this _____ day of 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 Ms. Sharon Feliza Ann P. Macagba 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.

Doc No. _____
Page No. _____
Book No. _____
Series of _____


NOTARY PUBLIC
ATTY. HENRY D. ADAS
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2021
NOTARIAL COMMISSION 2020-009 MIA
IDP NO. 343223 - 01/04/2021, PASH
PTR NO. 0026148 - 01/04/2021 MIA
ROLL NO. 20079, TIN: 172-528-020
MELA COMPL. NO. VH-C000162
URBAN DECA HOMES MANILA, B-2, UNIT 153



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

March 18, 2021

Ms. SHARON FELIZA ANN P. MACAGBA
Consultant
M. Pandeno St., Siniloan
Laguna

Subject: NOTICE TO PROCEED

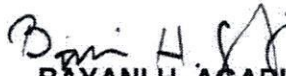
Dear Ms. Macagba:

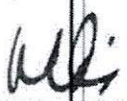
In view of the award of the Contract for the re-engagement of Services of Technical Consultant for Phase Two (2) of a Thematic Report on Social Development and Management Program as a component of the 7th Report for Philippine Extractive Industries Transparency Initiative (PH-EITI) ("the Contract"),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

This Contract shall be effective from March 18, 2021 – June 18, 2021.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary


MARK DENNIS Y.C. JOVEN
Undersecretary

CONFORME:


SHARON FELIZA ANN P. MACAGBA

Date: March 18, 2021