



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

July 16, 2021

**Ms. LUCIELLE H. CAMPANERO**  
Consultant

**Subject: NOTICE TO PROCEED**

**Dear Ms. Campanero:**


This Notice to Proceed is hereby issued in connection with the implementation of the Engagement of a Technical Consultant as Materials Development Consultant for the Philippine Extractive Industries Transparency Initiative (PH-EITI) (Highly Technical Consultant) in the Department of Finance.

You are hereby directed to commence the delivery of your service according to the terms and conditions stipulated in the Contract effective July 16, 2021 to October 31, 2021.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

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

CONFORME:

  
**LUCIELLE H. CAMPANERO**

Date: July 16, 2021

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF  
A TECHNICAL CONSULTANT AS MATERIALS DEVELOPMENT  
CONSULTANT FOR THE PHILIPPINE EXTRACTIVE INDUSTRIES  
TRANSPARENCY INITIATIVE**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT entered into this \_\_\_\_\_ day of AUG 05 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-

**Ms. LUCIELLE H. CAMPANERO**, of legal age, Filipino and a resident of \_\_\_\_\_ 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 a global standard that seeks to improve transparency around countries' oil, gas and mineral resources. It requires mining, oil and gas companies to publish what they pay to the government, and the government to publish what they collect from these extractive industries. In recognition of EITI's potential benefits, the Philippine government committed to implement it, as formalized in Executive Order (EO) No. 79, s. 2012 and operationalized under Executive Order No. (EO) 147, s. 2013 which created the Philippine Extractive Industries Transparency Initiative (PH-EITI);

WHEREAS, the EITI process has three (3) pillars or components: a) The creation of a Multi-stakeholder Group (MSG); b) Regular publication of a comprehensive report on the extractives sector; and c) Communication of the key findings of the reports to stakeholders to inform public debate and discussion;

WHEREAS, the engagement / hiring of a Materials Development Consultant is aimed at producing high quality informational videos similar to TED-Ed videos that would enable concise and clear public communication of information on the specific requirements of the EITI process, the related local regulatory measures for mining, oil, gas, and coal industries, the different EITI data management tools, the key findings of EITI publications, and other initiatives of PH-EITI and EITI implementing agencies towards greater extractives transparency and better resource governance. The videos shall be publicly accessible via the PH-EITI website and social media channels, and will be available for the specific advocacy and training needs of government, industry, and civil society stakeholders;



WHEREAS, as provided under Section 53.7 of the 2016 Revised Implementing Rules and Regulations (2016 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 consultant 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. Lucielle H. Campanero is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (BAC) Resolution No. 065-2021, it was resolved to recommend the engagement of the consulting services of Ms. Lucielle H. Campanero 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 July 16, 2021 to October 31, 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. 011011012021-07-001724 dated July 16, 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 the general supervision of the PH-EITI National Coordinator and the Communications Specialist, the CONSULTANT shall be responsible for the development and production of five (5) TED-Ed type informational video materials for the PH-EITI. The specific duties and responsibilities are as follows:

<b>Pre-Production</b>	<ul style="list-style-type: none"><li>• Set objectives and timelines with the PH-EITI's Communications Team</li><li>• Devise and submit a production plan</li><li>• Write and submit scripts</li><li>• Create and present key frames/storyboards</li></ul>
<b>Production</b>	<ul style="list-style-type: none"><li>• Produce original icons and illustrations for the motion graphics</li><li>• Use and enhance existing PH-EITI photos and footage, as necessary</li><li>• Produce voice-over</li><li>• Develop musical scoring</li></ul>
<b>Post-Production</b>	<ul style="list-style-type: none"><li>• Edit and produce quality videos in the following audio and video format:<ul style="list-style-type: none"><li>◦ Audio Format – Digital non-linear, stereo</li></ul></li></ul>

	<ul style="list-style-type: none"> <li>○ Aspect Ratio: 16:9, optimizable for 4:3 screen format</li> <li>● Submit videos in full HD as master file, and full HD web-ready file compatible with television, big screens, social media, and mobile device playback</li> <li>● Package and submit in a portable hard drive all final outputs, project files, assets and edit masters</li> <li>● Promote each video through sponsored posts on PH-EITI's official Facebook page</li> </ul>
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**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 SIXTEEN THOUSAND FIVE HUNDRED SEVEN PESOS AND 80/100 (P316,507.80) 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 ₱)
Following submission of the expected outputs set forth in the Pre-production activities	To establish work plan and set expectations of deliverables	Production Plan, Scripts, and Key Frames/Storyboards	20%	63,301.56
Following submission of the expected outputs set forth in the Production activities	To execute the requirements set forth in the production activities	Presentation of the draft videos a.k.a. TED talk videos	50%	158,253.90
Following submission of the final videos	To execute/ incorporate the comments/ issues raised by the PH-EITI Secretariat	A full package videos in a portable hard drive all final outputs, project files, assets and edit masters	30%	94,952.34
<b>TOTAL</b>			<b>100%</b>	<b>P316,507.80</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 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 July 16, 2021 to October 31, 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. OWNERSHIP**

All submitted outputs, recordings, documents, raw production material produced under this CONTRACT including but not limited to electronic files, digital information, and videos created and produced by the CONSULTANT in connection with the performance of her duties shall become the property of the DEPARTMENT. The CONSULTANT shall not use copies of the final and raw videos for any other purpose.

**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 AUG 05 2021 day of \_\_\_\_\_ 2021 at Manila, Philippines.

**CONSULTANT**

By:

  
**LUCIELLE H. CAMPANERO**  
Consultant

**DEPARTMENT OF FINANCE**

By:

  
**BAYANI H. AGABIN**  
Undersecretary

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

**SIGNED IN THE PRESENCE OF**

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