

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF  
TECHNICAL CONSULTANT FOR CONTEXTUAL INFORMATION FOR THE  
EIGHT (8<sup>TH</sup>) PHILIPPINE EXTRACTIVE INDUSTRIES TRANSPARENCY  
INITIATIVE REPORT (FY 2020) IN THE  
DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

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

SEP 29 2021

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 \_\_\_\_\_ 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 the open, accountable, and good governance of oil, gas, and mineral resources. Each member country works to implement the EITI Standard, which requires a multi-stakeholder group (MSG) to oversee the EITI process and publish timely, relevant, and comprehensive data and information on the extractives either in an annual country report, or, whenever feasible, through systematic disclosure in publicly accessible platforms or portals. Required EITI disclosures include beneficial ownership, exploration, production, export, revenue, employment, and social and environmental data, among other useful information. The EITI Standard encourages MSGs to explore innovative approaches in extending EITI implementation, to increase the comprehensiveness of EITI reporting and public understanding of revenues, and to encourage high standards of transparency and accountability in public life, government operations, and in business;

WHEREAS, the Philippines committed to implement the EITI through Executive Order No. 79 (EO 79), series of 2012, and operationalized this commitment through Executive Order No. 147, series of 2013 (EO 147). EO 147 formally created the Philippine EITI, its Multi-stakeholder Group (MSG), and the National Secretariat. Early stakeholder consultations helped the MSG formulate the following implementation goals 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 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, on behalf of the Philippine government and the PH-EITI MSG, the DEPARTMENT seeks a competent and credible firm or individual, free from any conflict of interest, to serve as a Consultant for the 8th Report and render technical research, analysis, and writing services to achieve the following objectives:

1. Contribute to the production of the 8th Report by providing contextual background and analysis for extractives disclosures from FY 2020 in accordance with the EITI Standard and MSG direction;
2. Produce a comprehensive, consistent, coherent, and cohesive report by working in coordination with other 8th Report consultants; and
3. Contribute to plans for mainstreaming EITI implementation by identifying and commenting on the quality, timeliness, and comprehensiveness of required disclosures that are already publicly accessible through routine government and corporate reporting.

WHEREAS, the DEPARTMENT needs to engage the services of Technical Consultant for the PH-EITI;

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 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 Mr. Jerick T. Aguilar is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DOF Bids and Awards Committee (DOF-BAC) Resolution No. 079-2021, it was resolved to recommend the 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 engage the services of the CONSULTANT for the provision of the Services for the period of September 16, 2021 to December 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. 011011012021-09-002404 dated September 15, 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 and submit an inception report containing a proposed and detailed outline of the narrative or write-up, and a description of the approach and technical research methodology to be employed;
2. Review previous PH-EITI reports, and assess and identify which contents must be republished or updated in the 8th Report;
3. Advise the MSG on what information should be required of EITI reporting entities to ensure the comprehensiveness and credibility of the contextual information chapter of the 8th Report;
4. Review initial information gathered by the PH-EITI Secretariat on the aforementioned EITI requirements, and gather additional data/information, as necessary;
5. Coordinate with the consultants of the other chapters/components of the 8th Report on the terms and procedures for integrating all report components to ensure that data and information contained in the 8th Report are consistent, clearly sourced or attributed, and well-consolidated;
6. Submit a draft report and present the key findings to the MSG;
7. Write the final copy of the contextual information chapter, incorporating MSG comments and inputs;
8. Submit both raw and processed data and information to PH-EITI; and
9. Perform other tasks related to those outlined in the Terms of Reference (TOR) that are necessary for the completion of the contextual information chapter.

**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 (Php316,507.80) 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 Php) |
|---|---|---|--------------------------------|-----------------|
| Following the submission of an inception report | To establish work plan and set expectations of deliverables | Inception report with work plan indicating the scope, approach, methodology, and proposed outline of the report | 20%                            | 63,301.56       |

|  |   |  |             |                   |
|--|---|--|-------------|-------------------|
| Following the implementation of research and data gathering plan   | To gather data and information for the report                                       | A report on data gathered and initial findings   | 30%         | 94,952.34         |
| Following the submission of the draft contextual information chapter and presentation of key findings to the MSG | To produce a draft contextual information report and gather MSG comments and inputs | A draft contextual information report and record proceedings of MSG meeting where the draft report was presented | 30%         | 94,952.34         |
| Following the submission of final contextual information chapter, with executive summary                         | To wrap up the project and identify other areas for consistent improvement          | A final contextual information chapter with executive summary  | 20%         | 63,301.56         |
| <b>TOTAL</b>   |   |  | <b>100%</b> | <b>316,507.80</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 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 September 16, 2021 to December 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. 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.

**12. DATA PRIVACY COMPLIANCE**

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the DEPARTMENT and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this CONTRACT.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

13. **CONSENT TO THE PROCESSING OF PERSONAL INFORMATION**

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of his personal information collected under this CONTRACT, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this SEP 29 2020 day of \_\_\_\_\_ 2021 at Manila, Philippines.

**CONSULTANT**

By:

**JERICK T. AGUILAR**  
Consultant

**DEPARTMENT OF FINANCE**

By:

**BAYANI H. AGABIN**  
Undersecretary

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

**SIGNED IN THE PRESENCE OF**

**JAIL**  
**JAIME C. MIGUEL**

\_\_\_\_\_

**ACKNOWLEDGMENT**

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

SEP 29 2021

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 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 seven (7) 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 \_\_\_\_\_

**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC CITY OF MANILA  
UNTIL DECEMBER 31, 2021  
**NOTARY PUBLIC**  
NOT. REG. NO. 1229-097 MLA  
ISP NO. 142453 - 01/04/2021, PASIG  
PTR NO. 9826148 - 01/05/2021 MLA  
ROLL NO. 29679, TIN: 172-528-620  
MCLE COMPL. NO. VII-0000165  
10 SAN DECA HOMES MANILA, B-2, UNIT 35F



Republic of the Philippines  
**DEPARTMENT OF FINANCE**

Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

September 16, 2021

**Mr. JERICK T. AGUILAR**  
Consultant

**Subject: NOTICE TO PROCEED**

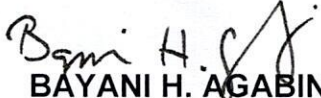
**Dear Mr. Aguilar:**


In view of the award of the Contract for the engagement of Services of Technical Consultant for Contextual Information for the 8<sup>th</sup> Philippine Extractive Industries Transparency Initiative (PH-EITI) Report (FY 2020) ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from September 16, 2021 to December 31, 2021.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

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

CONFORME:

  
**JERICK T. AGUILAR**

Date: 9/16/2021