



Republic of the Philippines  
**DEPARTMENT OF FINANCE**

Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

August 22, 2023

**Mr. CHADWICK G. LLANOS**  
Consultant

**Subject: NOTICE TO PROCEED**

**Dear Mr. Llanos:**

In view of the award of the Contract for the engagement of Services of Civil Society Engagement Specialist for the 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 September 1, 2023 to December 31, 2023.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

CONFORME:

  
**CHADWICK G. LLANOS**

Date: 20-Aug-2023

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF  
CIVIL SOCIETY ENGAGEMENT SPECIALIST FOR THE PHILIPPINE EXTRACTIVE  
INDUSTRIES TRANSPARENCY INITIATIVE (PH-EITI) IN THE  
DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT entered into this SEP 05 2023 day of 2023 2023 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**, hereinafter referred to as the "**DEPARTMENT**";

-and-

**Mr. CHADWICK G. LLANOS**, 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 the global standard for the governance of oil, gas, and mineral resources. EITI countries commit to disclose information along the extractive industry value chain. A multistakeholder group leads the implementation of EITI;

WHEREAS, the Philippine government committed to participate in the EITI pursuant to Section 14 of Executive Order (EO) No. 79, s. 2012, and operationalized this commitment by creating the Philippine EITI, or PH-EITI through EO No. 147, s. 2013. Participation in PH-EITI is mandatory for mining contractors pursuant to DENR DAO No. 2017-07. Non-compliant contractors risk being penalized with the suspension of the pertinent Environmental Compliance Certificate and the non-issuance of Ore Transport and Mineral Ore Export Permit;

WHEREAS, the DEPARTMENT needs to engage the services of Technical Consultant;

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. Chadwick G. Llanos is necessary where her technical expertise can be fully tapped;



WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 030-2023 dated 01 August 2023, it was resolved to recommend the engagement of the consulting services of Mr. Chadwick G. Llanos 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 1, 2023 to December 31, 2023;

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. 011011012023-08-001754 dated 18 August 2023 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:

- a. Conducting a comprehensive assessment of the current engagement practices and identifying areas for improvement;
- b. Developing and implementing a strategic plan for engaging with Civil Society Organizations (CSOs) and community groups;
- c. Establishing and maintaining relationships with key CSOs, community leaders, and other relevant stakeholders;
- d. Organizing and facilitating stakeholder consultations, workshops, and dialogues;
- e. Developing and managing partnerships and collaborations with CSOs and community organizations;
- f. Providing capacity-building support to CSOs and community groups on advocacy, networking, and organizational development;
- g. Monitoring the civic space and documenting threats, attacks, and violations against civil society actors;
- h. Conducting research and analysis on civic space trends and developments;
- i. Advocating for policy and legal reforms to support an enabling environment for civil society;
- j. Developing and implementing communication strategies to raise public awareness and support for civil society issues;
- k. Collaborating with the Secretariat to integrate civil society perspectives into organizational strategies and programs;
- l. Assist the MSG-CSO members in constructing area specific and context-relevant constituency tasks pursuant to EITI Standards on Stakeholder Engagement;
- m. Facilitate MSG-CSO strategic discussions especially when related to the compliance of the EITI Standards and meaningful MSG participation; and
- n. Producing regular reports and updates in engagement activities, outcomes, and impact.



**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 FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED SEVENTY EIGHT PESOS AND 40/100 (P460,778.40) for four (4) months 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. All payments made under this CONTRACT shall be subject to applicable government accounting and auditing rules and regulations. The CONSULTANT shall not be entitled to fringe benefits, representation and transportation allowance, and other allowances and incentives given to DEPARTMENT employees.

Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (P)
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%	92,155.68
Following the submission of assessment report	To provide recommendations for enhancing civil society engagement	A comprehensive assessment report outlining the current state of the organization's engagement with civil society including strengths, weaknesses, opportunities, and threats.	20%	92,155.68
Following the submission of Strategic Engagement Plan	To provide the engagement plan outlining the specific goals, strategies, and action steps to strengthen partnerships, improve stakeholder consultations and promote an enabling environment for civil society	A strategic engagement plan detailing the organization's approach to engaging civil society	20%	92,155.68
Following the submission of a Stakeholder Consultation Reports	To identify recommendations based on the stakeholder inputs	A report summarizing the outcomes and key findings from stakeholder consultations, workshops, or dialogues	20%	92,155.68



Following the submission of the Capacity Building Materials	To provide capacity development module or materials covering topics such as advocacy, networking, project management or organizational development	Training modules, materials or resources to enhance the capacity of the CSOs and community groups	20%	92,155.68
<b>TOTAL</b>			<b>100%</b>	<b>₱460,778.40</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 September 1, 2023 to December 31, 2023.



**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.

SEP 05 2023

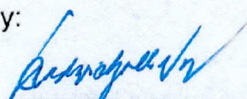
IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at Manila, Philippines.

CEBU CITY



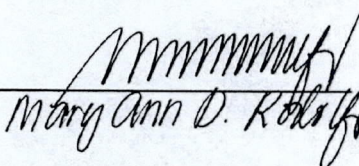
**CONSULTANT**

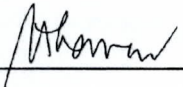
**DEPARTMENT OF FINANCE**

By:   
**CHADWICK G. LLANOS**  
Consultant

By:   
**BAYANI H. AGABIN**  
Undersecretary

**SIGNED IN THE PRESENCE OF**

  
Mary Ann D. Rodolfo

  
Rhoda H. Arango

**ACKNOWLEDGMENT**


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

**SEP 05 2023**

BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN \_\_\_\_\_ and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. Chadwick G. Llanos 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. 201  
Page No. 41  
Book No. 3  
Series of 2023

  
**NOTARY PUBLIC**  
**ATTY. JOHN DEXTER P. CABAHUG**  
Notary Public for Cebu City  
Notarial Commission No. 030-21: Valid Until December 31, 2024  
Roll of Attorney's No. 75446  
PTR No. 2283764: Issued at Cebu City on December 23, 2022 (for 2023)  
IBP No. 250945: Issued on December 15, 2022 (for 2023)  
MCLE Compliance No. VII-0027025  
jdcabahug2017@gmail.com