



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

September 25, 2023

**Ms. ZANNETH T. LAGO**  
Consultant

**Subject: NOTICE TO PROCEED**

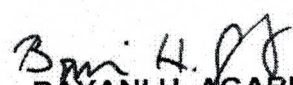
**Dear Ms. Lago:**

In view of the award of the Contract for the engagement of Services of Technical Consultant ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from October 1, 2023 to December 31, 2023.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

CONFORME:

  
**ZANNETH T. LAGO**

Date: Sept. 27, 2023

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF  
VIDEO EDITOR AND PRODUCER FOR THE INFORMATION MANAGEMENT  
SERVICE IN THE DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**Ms. ZANNETH T. LAGO**, 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 economic team, headed by the Department of Finance (DOF) and the Bureau of the Treasury (BTr), together with representatives from the Department of National Defense and the Office of Senator Jinggoy Estrada, will be conducting roadshows nationwide to present and discuss the proposed military and uniformed personnel (MUP) pension system reform with the various services. The documentation of these consultations is crucial towards stakeholder acceptance of controversial reforms such as the MUP Pension Reform and in ensuring that the Department is able to completely and accurately capture stakeholder participation in crafting proposal;

WHEREAS, with this, the DOF – Information Management Service (IMS) is seeking to engage the services of a Video Editor and Producer to produce effective, engaging, and impactful video materials that effectively communicate the proposed reforms and document the stakeholder and engagement activities. The Video Editor and Producer shall collaborate closely with the DOF – IMS team;

WHEREAS, the DEPARTMENT needs to engage the services of Video Editor and Producer;

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 Ms. Zanneth T. Lago is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 038-2023 dated August 24, 2023, it was resolved to recommend the engagement of the consulting services of Ms. Zanneth T. Lago 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 October 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. 011011012023-09-002051 dated September 19, 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. Produce audio narration/voiceover scripts;
- b. Edit and produce full and short teasers/video documentations which capture the stakeholder dialogues and highlight the key points of the reform. The 10-minute full video and 2-minute short video documentation should explain the reforms on the pension system and how concerns of each Military and Uniformed Personnel (MUP) service were addressed;
- c. Polished Video Content: Deliver professional-grade videos using high definition, audio, and special motion equipment with relevant visual elements, graphics, and background music;
- d. Timely Delivery: Meet deadlines for video production and ensure efficient management of tasks;
- e. Collaboration: Actively collaborate with the DOF – IMS team and consultants and incorporating all feedbacks and comments on the drafts;
- f. Organized Video Assets: Maintain a well-organized library of video assets for easy access.

**2. CONSULTANCY FEE**

For and in consideration of the Services rendered by the CONSULTANT, the DEPARTMENT hereby agrees to pay the former a monthly fee of ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00) for three (3) months or an aggregate amount of FOUR HUNDRED FIFTY THOUSAND PESOS (P450,000.00), 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.

**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 October 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.

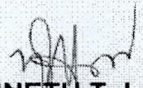
**13. CONSENT TO THE PROCESSING OF PERSONAL INFORMATION**

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of her 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 \_\_\_\_\_ day of \_\_\_\_\_ 2023 at Manila, Philippines.

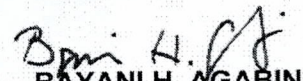
**CONSULTANT**

By:

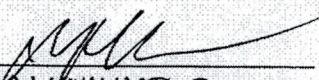
  
**ZANNETH T. LAGO**  
Consultant

**DEPARTMENT OF FINANCE**

By:

  
**BAYANI H. AGABIN**  
Undersecretary

SIGNED IN THE PRESENCE OF

  
MARIA LUZ ALHANTI C. DOROTAN TUSECO

ACKNOWLEDGMENT

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

BEFORE ME this \_\_\_\_\_ day of 28 SEP 2023 at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 11-00-000000 and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Ms. Zanneth T. Lago 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 five (5) 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.

NOTARY PUBLIC

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Page No. 151  
Book No. 14  
Series of 2023

ATTY. MANUEL ABUYO RODRIGUEZ II  
Notary Public - until Dec. 31, 2024  
Notarial Commission No. 2023-062  
2<sup>nd</sup> Floor Midland Plaza Hotel, Ermita St. Ermita, Manila  
IBP NO. 239143 - Nov. 1, 2012 For 2023-Pasig City  
P.T.R. NO. 0022025 - Jan. 3, 2023 - Manila  
ROLL NO. 66732 / MCLE NO. VII-0005642 *rk*

