



Republic of the Philippines
DEPARTMENT OF FINANCE
Roxas Blvd. corner P. Ocampo St., 1004 Manila



April 11, 2025

Ms. CECILIA THERESE T. GUIAO
Consultant

Subject: NOTICE TO PROCEED

Dear Ms. Guiao:

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

This Contract shall be effective from May 1, 2025 to December 31, 2025.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


CECILIA THERESE T. GUIAO

Date: 15 APRIL 2025

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT AS CLIMATE FINANCE CAPACITY BUILDING
SPECIALIST FOR INFORMATION MANAGEMENT SERVICE IN THE
DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of _____ 2025 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**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Ms. CECILIA THERESE T. GUIAO, 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, in support of the mandate and expansion of roles, the Climate Finance Policy Group (CFPG) was established to spearhead the mobilization of climate and disaster risk finance to implement the Philippines' climate finance policy and other associated strategies, including financing the Nationally Determined Contribution Implementation Plan (NDCIP) and National Adaptation Plan (NAP), coordinating actions of the Department related and contributing to climate finance and other actions, ensuring access to and operationalizing international climate funds such as the Adaptation Fund, the Green Climate Fund, and the Fund Responding to Loss and Damage, and implementing the People's Survival Fund. Participating and engaging actively in the multilateral processes such as the United Nations Framework Convention on Climate Change (UNFCCC) processes and accessing the fund under its Financial Mechanisms, among others, are part and parcel of the work of the CFPG;

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

WHEREAS, as provided under Section 35.7 of the Implementing Rules and Regulations of the Republic Act (RA) No. 12009, 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 considerations for the consultant, Provided, however, That the term of the individual consultants shall, at the most, be on a yearly basis, renewable at the option of the 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. Cecilia Therese T. Guiao is necessary where her technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 010-2025 dated 31 March 2025, it was resolved to recommend the engagement of the consulting services of Ms. Cecilia Therese T. Guiao 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 May 1, 2025 to December 31, 2025;

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. 041041612025-04-000003 dated 10 April 2025 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. Strengthen the technical capacities and competencies of the CFPG through capacity building activities, such as but not limited to workshops, seminars, negotiation simulations, and the like;
- b. Assist the CFPG in preparing/drafting, reviewing negotiation positions and national and international climate finance policies, in support of or in line with the Philippines' positions and statements under the UNFCCC processes;
- c. Review and analyze the Philippines' 62nd Meeting of the Subsidiary Bodies for Implementation and Scientific and Technological Advice (SB62) and 30th Conference of Parties (COP30) positions and its interlinkages and alignment with previous and current positions pertaining or relevant to climate finance discussions;
- d. Draft briefing paper, background materials, and other documentation relating to the UNFCCC processes, including the Paris Agreement;
- e. Provide technical, substantive, and research inputs for all UNFCCC processes, including on-site support at SB62 and COP30 and related or other engagements/activities as determined by the DOF;
- f. Provide assistance in conducting literature review and analysis on interlinkages of climate finance with other work streams under the UNFCCC, Paris Agreement, other climate finance processes;
- g. Provide additional insights and input for the CFPG's advisory role to the Alternate Board Member to the Green Climate Fund for project proposals under consideration and fund governance policies to ensure direct and democratized access;
- h. Provide additional insights and policy recommendations to the CFPG to ensure access to the Fund for Responding to Loss and Damage; and
- i. Perform such other services as may be determined from time to time.

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 MILLION EIGHT HUNDRED THOUSAND PESOS (P2,800,000.00) for eight 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.

Deliverables	Objective	Target Submission	Payment (% of Contract Amount)	Amount (In ₱)
Conduct a strategic planning workshop and develop an overall strategy for SB62 and COP30	To capacitate DOF negotiators and enable meaningful and successful participation in SB62 and COP30	May 2025 and October 2025 (payment upon completion of workshops)	20%	560,000.00
Review and analysis of Philippines' SB and COP positions and its interlinkages and alignment with current climate finance positions, and enhancement of the Philippines' SB and COP positions based on literature review and analysis	To provide technical expertise on making coordinated and coherent positions on climate finance, taking into account other Philippine government agencies' positions across all workstreams under SB62 and COP30	May 2025 and October 2025 (payment upon submission of input)	30%	840,000.00
To monitor events requiring the DOF's participation and provide relevant updates concerning SB62 and COP30 to the CFPG	To provide relevant updates on events that may require DOF's participation through the CFPG leading to SB62 and COP30	Covered period from beginning of engagement until November 2025 (payment at the end of the covered period)	10%	280,000.00
Assist the CFPG in reviewing and negotiating climate finance policies, in line with the Philippines' positions under the UNFCCC processes, and provide on-site support at SB62 and COP30 On-site support for SB62 and COP30 shall include liaison with the Highly Technical Consultant's existing network, drafting of interventions at the technical and ministerial levels, and drafting of written submissions to the UNFCCC Secretariat to record the Philippine position.	To provide technical support to enable timely updating and submission of Philippine positions during the actual negotiations in SB62 and COP30	June 2025 and November 2025 (payment upon completion of conferences and conclusion of sessions)	40%	1,120,000.00
TOTAL			100%	2, 800,000.00

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/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 May 1, 2025 to December 31, 2025.

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/her consent to the DEPARTMENT's processing of his/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 _____ 2025 at Manila, Philippines.

CONSULTANT

By:


CECILIA THERESE T. GUIAO
Consultant

DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

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

BEFORE ME this APR 24 2025 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 Ms. Cecilia Therese T. Guiao 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.

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Series of 2025

ATTY. MARICEL JETIELLE L. LAGUERTA
Notary Public **NOTARY PUBLIC** Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.B.P. NO. 488207- Dec. 27, 2024, for the year 2025
P.T.R. No. 2041441- Jan. 2, 2025 at Manila
MCLE NO. VIII-0010660 - Valid until April 14, 2025
ROLL NO. 2025