

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SERVICE** entered into on _____ by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS (hereinafter referred to as DFA)**, a government agency with principal office address at 2330 Roxas Boulevard, Pasay City, represented herein by **Hon. ANTONIO A. MORALES, Undersecretary of Administration.**

and

DRUGCHECK PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office and business address at Unit 6, Doña Consolacion Bldg., Gen. Santos Ave., Cubao, Quezon City, represented by **JOHN F. CATINDIG**, Vice President & General Manager and herein referred to as **DCPI**.

-WITNESSETH-

WHEREAS, The **DFA** seeks to hire a competent service provider of comprehensive drug test intended for its personnel in compliance with Republic Act no. 9165 or the Comprehensive Dangerous Drugs Act of 2002, as amended by Republic Act no. 10640 or An Act to Further Strengthen the Anti-Drug Campaign of the Government, as well as its Implementing Rules and Regulations, which stipulates that officers and employees of public and private offices shall be subjected to undergo a random drug test as contained in the company's work rules and regulations, which shall be borne by the employer, for the purposes of reducing the risk in the workplace,

WHEREAS, Department Order No. 22-2019 dated 06 December 2019, stipulates the institutionalization of a drug-free workplace policy, and the conduct of a drug testing program in the Department;

WHEREAS, The Bids and Awards Committee recommended the award of the COS through BAC Resolution No. NTC-237-21 adopted on 20 December 2021,

WHEREAS, **DCPI** is a professionally-run organization accredited, licensed and officially recognized by the Dangerous Drugs Board, Department of Health, Philippine National Police and other competent government authorities,

WHEREAS, **DCPI** is able and willing to perform these services,

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

I. OBJECTIVE

Both parties agree to conduct the random drug testing of DFA personnel to effectively maintain a safe and productive drug-free workplace.

II. OBLIGATIONS OF THE PARTIES

1. Obligations of DFA:

The DFA shall:

- Ensure that randomly selected active employees undergo drug screening
- Require randomly selected active employees to present valid company/government identification card
- Coordinate with DCPI Operations Department at telephone number 82774951 for onsite urine collection
- A confirmation of the conduct of the random drug testing must be made ten (10) days prior to actual onsite collection.
- The following costs related to operations, and the venue of the session, materials and miscellaneous expenses, shall be for the account of the DFA:

Drug Test Fee for Two hundred Personnel (200 pax) DFA	Total:
(Php 280.00 per personnel)	Php 56,000.00

- Subject to government accounting and auditing rules and regulations, DCPI shall bill DFA after DCPI has submitted all results of the random drug testing, including the results of confirmatory testing.
- The DFA shall pay **Php 56,000.00** to DCPI by bank transfer from the Land Bank of the Philippines (LBP) within fifteen (15) working days and shall be payable to the following bank details:

BANK Account Name: DRUGCHECK PHILIPPINES INC.
BANK Account Number: 200-002-379-658
BANK Branch: New Manila
BANK Address: Aurora Boulevard, New Manila, Quezon City

- The above fee shall be inclusive of VAT and other applicable taxes and fees.

2. Obligations of DCPI

The DCPI shall

- Conduct drug screening on randomly selected employees of the DFA which will cover 2 parameters (METH and THC).
- Provide FREE same day Confirmatory Testing for specimen samples found positive in the screening test. A positive drug test result from the confirmatory test shall be immediately made known to the Head for the latter to notify the concerned employee and give him the opportunity to challenge the result.
- Assist the DFA in implementing the Complete Drug Abuse Prevention Program, which includes Employee Drug Awareness/Education Seminars to be conducted at designated branches at a time and place that will be agreed by both parties.
- Ensure continuous compliance with statutory regulation and requirements imposed by the Department of Health (DOH), Dangerous Drugs Board (DDB), Land Transportation Office (LTO) and the Philippine National Police (PNP) and all other government agencies and competent authorities. This shall include but not be limited to compilation of Custody & Control Form and adherence to the chain of custody and procedures for preserving specimens.
- Ensure that random drug test results shall be forwarded directly to the Human Resources Management Office for strict confidentiality; and ensure that all details and documents

that may be necessary for submission by the DFA of a regular report to the Dangerous Drugs Board be duly certified and immediately furnished by the DCPI.

- Ensure that all drug test results shall be treated with utmost confidentiality.
- Issue a certificate of completion or certificate of completion with clearance in compliance with CSC Memorandum Circular No. 13, series of 2017, and/ or a drug test certificate in compliance with Dangerous Drugs Board's Board Resolution No. 2, series of 2004.

III. INTELLECTUAL PROPERTY

DCPI shall retain ownership of all intellectual property rights over the content of all materials included in the activity.

DFA shall retain the right to confidentiality of any and all materials, evaluations and test results. DFA shall also retain property rights to the materials used in the activity, the reports and evaluations from the activity, and the information from the drug test sessions subject to the confidentiality provision under Article V of this Contract.

Any further use of both DFA and DCPI's intellectual property rights shall only be done so upon prior written agreement with both parties, and shall be subject to payment of royalties, the rates of which shall be determined by both DFA and DCPI.

IV. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee between DFA and DCPI and vice-versa. Accordingly, neither Party shall in any way be liable or responsible for any unintentional personal injury or damage, sustained or caused by any of the personnel provided by the other party, during the lawful performance of their duties.

V. CONFIDENTIALITY OF INFORMATION

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without the prior written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

VI: REPRESENTATIONS

The terms and conditions of this Contract may be amended through a written instrument signed by the Parties or their authorized representatives. Any alteration, amendment, revision or modification to this Contract shall be agreed upon in writing by the Parties.

VII. SEPARABILITY

If any term or condition of this CONTRACT is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

VIII. EFFECTIVITY AND TERM OF THE CONTRACT

This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period as provided in Section I herein, unless extended by written approval of the Parties. This Agreement may be pre-terminated by either Party for cause and at least ten (10) days prior notice in writing.


IX. ENTIRE CONTRACT

This Contract shall take effect immediately upon its signing by the Parties and shall be valid from the date of signing.

The terms of this Contract, including the renewal or termination thereof, shall be subject to the discretion of the DFA; provided, however, that written notice shall be given to the other party fifteen (15) days prior to the intended date such renewal or termination.

IN WITNESS WHEREOF, the Parties through their authorized representatives, have signed this Contract on the date and place above written.


ANTONIO A. MORALES
Under Secretary for Administration
Department of Foreign Affairs


JOHN F. CATINDIG
Vice President and General Manager
Drugcheck Philippines Inc.

Signed in the presence of:


SULICIO M. CONFIADO
Assistant Secretary, OFMS
Department of Foreign Affairs


CHRISTOPHER B. MONTERO
Assistant Secretary, HRMO
Department of Foreign Affairs