

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on 23 JUN 2022 2022 in Pasay City by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as the **DFA**), a government agency with principal office address at 2330 Roxas Boulevard, Pasay City represented herein by **HON. ANTONIO A. MORALES** Acting Undersecretary and Head of Procuring Entity;

AND

LEONARD CHESHIRE DISABILITY PHILIPPINES FOUNDATION, INC. (hereinafter referred to as **LCDPFI**) with postal address Apartment A, GJ Building, No. 385, Quezon Avenue 1104 Quezon City, represented herein by **ATTY. JOSE F. RACELA IV**, President of **LCDPFI**.

-WITNESSETH

WHEREAS, the DFA is tasked to promote an inclusive working environment, and ensure the the wellbeing and welfare of its personnel;

WHEREAS, the DFA intends to conduct *PWD Workshops/Seminars/Trainings* for CY 2022;

WHEREAS, the DFA seeks to hire a competent and established provider to run the Department's *Workshops/Seminars/Trainings related to Persons with Disabilities*;

WHEREAS, LCDPFI represents itself as a non-governmental organization that "works for the attainment of educational equality, economic independence, active participation and inclusion of persons with disabilities in the Philippines," and has years of experience crafting programs related to Persons with Disabilities;

WHEREAS, **LCDPFI** is duly authorized to engage in the business of providing consulting services and webinar facilitators and has the capacity to render the services required by the DFA for its program;

WHEREAS, the DFA decided to engage **LCDPFI** to conduct the Department's *Workshops/Seminars/Trainings related to Persons with Disabilities*;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract for the conduct of the *Workshops/Seminars/Trainings*



related to Persons with Disabilities" in the DFA to LCDPFI per BAC Resolution No. _____ adopted on _____ 2022, a copy of the Notice of Award is attached herewith as ANNEX "A;"

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

I. OBJECTIVE

The DFA and LCDPFI agree to run a series of webinars for the conduct of "PWD Workshops/Seminars/Trainings" for CY 2022 (hereinafter, the **Contract Period**) for DFA personnel and their household members.

The *PWD Workshops/Seminars/Trainings* are designed to comprise of four (4) virtual trainings/webinars to be cascaded across key DFA Offices for the purpose of teaching DFA personnel and their household members on how to effectively communicate and interact with persons with disabilities, provide appropriate support and promote an inclusive environment through rights-based approach.

II. OBLIGATIONS OF THE PARTIES

1. Obligations of LCDPFI:

- a. LCDPFI shall develop and conduct the following four (4) virtual trainings/webinars specifically designed for the conduct of the "*Workshops/Seminars/Trainings related to Persons with Disabilities*" within the Contract Period:
 - i. Wellness Talk Disability Sensitivity Training
 - ii. Wellness Talk/Stress Management for Persons with Disabilities Especially Deaf personnel
 - iii. Advanced English Language Course for Deaf Part 1
 - iv. Advanced English Language Course for Deaf Part 2

a.1 The main purpose of the *PWD Workshops/Seminar/sTrainings* is to cover discussion on understanding disability and its paradigms, international treaties, local laws, and rights of persons with disabilities. It will focus on how to communicate, interact with people with disabilities and provide appropriate support taking into consideration the various types of disability to include persons with physical disability, blind persons, people with speech impairment and those with non-apparent disability such as deaf persons, hard of hearing and persons in the autism spectrum, learning disability,



intellectual disability, and psychosocial disability. It will also build knowledge and confidence of personnel with disabilities and their household members on how to make informed decisions and how to manage their money.

a.2 In view of the Covid-19 precautions on in-person gatherings, the *Workshops/Seminar/sTrainings related to Persons with Disabilities* will be delivered online, with the original one-day workshop delivery for each virtual training/webinar through a series of virtual trainings/webinars as detailed below:

Title of Virtual Training/Webinar	Duration
WELLNESS TALK/Disability Sensitivity	1 hour and 30 minutes
WELLNESS TALK/Stress Management for persons with Disabilities especially deaf personnel	3 hours
Advanced English Language Course for Deaf Part 1	4 hours
Advanced English Language Course for Deaf Part 2	4 hours

b. **LCDPFI** shall provide sufficient modules needed for the entirety of the virtual training/webinar.

c. Following the completion of each virtual training/webinar, **LCDPFI** shall prepare a Summary Report containing the necessary post-training evaluations and policy recommendations required by DFA.

2. Obligations of DFA:

a. DFA shall provide **LCDPFI** with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the virtual training/webinar, coordinating with the training participants, arranging for the venue of the training, and other logistical preparations, and preparing the proper forms for DFA personnel to be able to evaluate **LCDPFI** performance.



- b. DFA shall provide alternative coordinators if needed, to ensure that the full scope of services in the contract have been availed in the course of the virtual training/webinar, and to prevent circumstances that may impede the completion of the virtual training/webinar.

III. CONTRACT PRICE AND PAYMENT

- a. For services mentioned in Paragraph II of this Contract, DFA shall pay **LCDPFI** the following fees, inclusive of out-of-pocket expenses, contingency fund, VAT and other applicable taxes:

Title of Virtual Training/Webinar	Amount Inclusive of VAT and other applicable taxes
WELLNESS TALK/Disability Sensitivity	Php 17,472
WELLNESS TALK/Management for persons with Disabilities especially deaf personnel	Php 24,864
Advanced English Language Course for Deaf Part 1	Php 27,552
Advanced English Language Course for Deaf Part 1	Php 27,552
Total:	Php 97,440 <i>*inclusive of VAT and other applicable taxes</i>

- b. Costs related to operations, such as the venue of the session, materials, food and miscellaneous expenses, shall be for the account of the DFA.
- c. **LCDPFI** may bill DFA after each virtual training/webinar has been rendered.
- d. The DFA shall pay **LCDPFI** by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within fifteen (15) working days. The LDDAP shall be payable to:

LCDPFI's Bank Account:

Account Name: Leonard Cheshire Disability Philippines Foundation Inc.
 Bank Name: Bank of the Philippine Islands
 Account no.: 2981-0083-78
 Bank Branch: Quezon Avenue-Delta Branch



IV. INTELLECTUAL PROPERTY

LCDPFI shall retain ownership of all intellectual property rights over the content of all modules included in each virtual training/webinar. DFA shall retain the right to confidentiality of any and all materials, evaluations, and activity results. DFA shall also retain property rights to the materials used in each virtual training/webinar, the reports and evaluations from each virtual training/webinar, and the information from each virtual training/webinar subject to the confidentiality provision under Article VI of this Contract.

V. EMPLOYER-EMPLOYEE RELATIONSHIP

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

VI. 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 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.

VII. REPRESENTATIONS/AMENDMENTS

The terms and conditions of this Contract may be amended, altered, and/or revised by written instrument signed by the Parties or their authorized representatives.

VIII. ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Project without the written consent of the other.

IX. SEPARABILITY

The Parties agree that if any provision of this Contract is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this contract and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise unenforceable provision.



This Contract supersedes, defeats, alters, controls or otherwise rendered inoperative any and all previous agreements executed between the parties and may not be further modified, altered, or amended in any manner except by agreement in writing duly executed by the parties hereto.

This Contract shall be governed by and construed according to the laws of the Republic of the Philippines.

X. EXCLUSIVE JURISDICTION

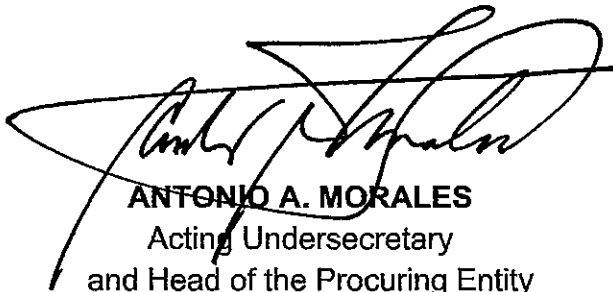
In the event of any dispute or difference that may arise between the Parties herein, in connection with this Contract or the interpretation and performance of any of its clauses, the Parties shall exert their best effort to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City, to the exclusion of any and all other courts that may exercise concurrent or coordinate jurisdiction.

XI. EFFECTIVITY AND TERM OF THE CONTRACT

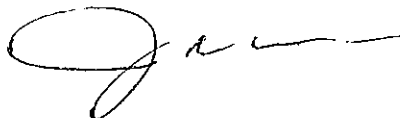
This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'D' followed by a horizontal line extending to the right.

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

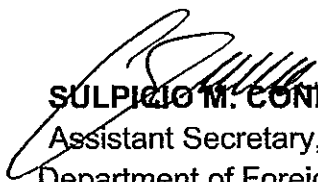


ANTONIO A. MORALES
Acting Undersecretary
and Head of the Procuring Entity
Department of Foreign Affairs



ATTY. JOSE F. RACELA IV
President,
Leonard Cheshire Disability
Philippine Foundation, Inc.

Signed in the presence of:



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



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

1/3

ACKNOWLEDGMENT

Republic of the Philippines)
City of Pasay) S.S.
MANILA CITY

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on JUL 14 2022 2021 personally appeared **ANTONIO A. MORALES**, Acting Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and **LCDPFI**, represented by **ATTY. JOSE F. RACELA IV**, President of LCDPFI, known to me to be the same persons who executed the CONTRACT consisting of nine (9) pages including the page on which this acknowledgement is written. All pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES DFA Representative			
ATTY. JOSE F. RACELA IV, LCDPFI Representative	P45650371	MANILA	01 OCT 2017

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

Doc. No. 268;
Page No. 57;
Book No. XXX
Series of 2022.

ATTY. IMELDA A. PANIS
NOTARY PUBLIC EXTENDED PER CM 3795 UNTIL DEC. 31 2022
NOTARY PUBLIC
IGP LIFETIME MEMBER NO. 00335 REG. NO. 52814
MCLE NO. VI-0029705 NOV. 11, 2010 UNTIL 2022
COMMISSION NO. 2010-082
1037 N. LOPEZ ST. ERMITA, MANILA
09272774504