

CONTRACT OF SERVICE**THE PUBLIC IS INFORMED****This is a contract between:**

The **DEPARTMENT OF FOREIGN AFFAIRS - OFFICE OF POLICY PLANNING AND COORDINATION (DFA or Department)** with principal office address at 2330 Roxas Boulevard, Pasay City, represented herein by **SARAH LOU Y. ARRIOLA**, Head of the Procuring Entity, herein after referred to as the **First Party**;

And

MA. OLIVA Z. DOMINGO, of legal age, with address at Doña Juliana St., Filinvest 2, Barangay Batasan Hills, Quezon City, hereinafter referred to as the **Second Party**;

The Department and Ms. Oliva Z. Domingo are hereinafter referred individually as a "Party" and collectively, as "Parties"

WITNESSETH THAT:

WHEREAS, the **First Party** is in need of a resource person and facilitator for the Seminar-Workshop on Strategic Planning for DFA Heads of Offices and Planning Officers whose work in this project is not being done by regular personnel;

WHEREAS, the **Second Party** represents that she has the requisite qualifications, expertise and ability to provide the services required by the first party;

WHEREAS, the **Second Party** is not related within the third degree of consanguinity or affinity with the contracting officer and the appointing authority of the Department and she has not previously been dismissed from the service due to an administrative case;

WHEREAS, in view of the representation of the **Second Party**, the first party is willing to engage the services of the former;

WHEREAS, the **Second Party** is ready, willing and able to provide such capability and to share her expertise in the field of strategic planning and institutional management;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the First Party as provided in the approved BAC Resolution No. NTC-059-22 dated 6 May 2022, a copy of which is attached herewith as ANNEX "A" and made an integral part hereof, the First Party awarded the Service Contract to the Second Party, and a copy of the Notice of Award is attached herewith as ANNEX "B" and made an integral part hereof;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

Section 1. Purpose of the Contract – This Contract is entered into by and between the Parties to provide the basis for their cooperative undertakings in connection

with Phase One (Capacity-Building) of the Seminar-Workshop on Strategic Planning to capacitate and assist the **First Party** in drafting the DFA Strategic Plan 2023-2028.

The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:

1. Latest valid PHILGEPS Registration Certificate of the *Second Party* (Annex "C");
2. BIR Certificate of Registration of the *Second Party* (Annex "D");
3. Terms of Reference (Annex "E"); and
4. Certificate of Availability of Funds (CAF) dated 28 February 2022 (Annex "F").

Section 2. Obligations of the First Party – The **First Party** shall provide the following:

1. Administrative and logistics support for the **Second Party** in the conduct of Phase One of the Seminar-Workshop on Strategic Planning, through the assistance of the Foreign Service Institute;
2. Design the Seminar-Workshop on Strategic Planning for the DFA Heads of Offices and Planning Officers through the assistance of the Foreign Service Institute; and
3. Evaluate and report on the outcome of the workshop.

Section 3. Obligations of the Second Party – The **Second Party** shall provide the following:

1. Serve as the lead facilitator and resource person for the Seminar-Workshop on Strategic Planning;
2. Assist in designing the Seminar-Workshop on Strategic Planning for the DFA Heads of Offices and Planning Officers; and
3. Assist in the evaluation and reporting on the outcome of the workshop.

Section 4. Effectivity and Duration – This **Agreement** shall take effect upon the signing of the **Parties** hereto or on the date stated in the Notice to Proceed, whichever is applicable, and shall remain in force until **30 June 2022** or until the deliverables under this Contract have been completely satisfied.

Section 5. Fees and Payment Schedule – The **First Party** shall pay the **Second Party** a total Service Fee of **Fifty Two Thousand Five Hundred Pesos (Php 52,500.00)** only, inclusive of applicable taxes and other lawful charges which shall be paid upon the conclusion of the Seminar-Workshop on Strategic Planning and submission of its outcome report. The amount includes and covers the following expenses:

1. Fees for the preparation required for the first phase of the Seminar-Workshop on Strategic Planning;

2. Professional fees for the facilitation of the first phase of the Seminar-Workshop on Strategic Planning; and
3. Taxes and other charges due and payable by the Second Party in connection with this Agreement.

The Second Party shall bill the **First Party within thirty (30) days** after the services have already been provided and shall ensure complete documentary requirements to be able to claim payment.

The First Party shall issue a Certificate of Acceptance as a supporting document for payment. The payment should be made not later than 31 December 2022, in accordance with the Cash Budgeting System (CBS) as reiterated in Department of Budget and Management (DBM) National Budget Circular No. 583, s. 2021.

Section 6. Mode of Payment – The DFA shall pay the Consultant by bank transfer from the Land Bank of the Philippines (LBP). The LDDAP (List of Due and Demandable Accounts Payable) shall be payable to:

Account name: MA. OLIVA Z. DOMINGO

Bank Name: LandBank of the Philippines

Bank Branch/Address: U.P. Campus Branch

Account No: SA-3077-0191-29

Section 7. Intellectual Property – Each party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date of the **Agreement**. As regards documents produced by the **Second Party** and submitted as outputs during the effectivity of the Agreement, these are instruments of service. Originals thereof and the corresponding copyright shall remain the property of the **First Party**.

Section 8. Third-party contract – Any other contract or agreement entered into by **Second Party** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the **First Party**. The **Second Party** warrants that it shall hold free and harmless the **First Party** from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct of completion of the activity. The **Second Party** shall assume responsibility for any and all acts of such third-party contractor/s engaged by the **Second Party** for the implementation of the **Agreement**, and that such third-party contractor/s shall likewise be bound by the confidentiality and data privacy provisions of this Contract which survives the termination of the **Agreement**, and by the relevant rules and regulations of the **First Party**.

Section 9. Employer-Employee Relationship – Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The Second Party will not receive benefits similar to those received by regular or casual personnel and the services of the Second Party are not considered as government service or in the future will be considered as such.

The Parties specifically acknowledge that the **Second Party** is an independent contractor and not an employee of the **First Party**, and that the **First Party** is not an

employee of the **Second Party**. Furthermore, any persons hired by the **Second Party** for purposes of this **Contract** shall not be deemed employees of the **First Party**, and the **Second Party** shall be responsible of their compensation.

Section 10. Data Privacy and Confidentiality Agreement – For purposes of this agreement, all information that the **First Party**, its officers, or persons related therewith, provides to the **Second Party**, all information pertaining to the Services performed by **Second Party**, and all information regarding the **First Party**, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the **First Party** specifically authorizes the **Second Party** in writing that any such information may be treated as public or as required by law, and only with the **First Party**'s prior consent. The **Second Party** shall have no authority to disclose Non-Public Information to anyone in perpetuity, except in accordance with this section.

The **Second Party** shall neither deliver, reveal, nor report any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government, or any other public or private entity, without (i) express prior written permission of the **First Party**, or (ii) a court administrative order requiring disclosure, provided that the **Second Party** shall immediately notify **First Party** of the need for disclosure in writing, shall, in accordance with the **First Party**'s direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure, and shall cooperate fully with the **First Party** in responding, appealing, or challenging any such subpoena, or court or administrative order. Neither the **Second Party** nor its related entities shall disclose any Non-Public Information to any person or entity, nor shall they use or all the use of any Non-Public Information, to further any interest other than contemplated by this Agreement. The **Second Party** shall take appropriate measures to ensure the confidentiality and protection of all Non-Public Information and to prevent its intentional or unintentional disclosure, or its inappropriate use by the **Second Party**, its officers, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement.

Section 11. Modifications – If modifications under this Agreement should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both, shall only be effective if agreed upon in writing by both Parties, and subject to the applicable government audit and accounting rules and regulations.

Section 12. Termination – A material breach of obligations under this Agreement such as when any of the Parties fails to submit its deliverables or perform its duties under this Agreement, or when it delays, for no justifiable reason, the performance thereof and fails to cure that breach within twenty (20) days after receiving written notice of the breach, entitles the non-erring Party to terminate this Agreement immediately. A written notice of termination is required from the non-erring Party to formally terminate this Agreement. The Parties may also terminate this Agreement upon mutual consent and in writing.

Section 13. Liabilities – Neither the First Party nor any of its officers, employees, agents, and representatives shall be liable to the Second Party or any of its affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this Agreement, unless such loss, liability, damage or

expense shall be proven to result directly from the willful misconduct of such officer, employee, agent, or representative;

Section 14. Settlement of Disputes – The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations. Should the parties fail to come to an amicable settlement, nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be in Pasay City, Metro Manila, to the exclusion of other courts.

Section 15. Separability – If any part of this Agreement is declared unenforceable or void by a competent court, the rest of the Agreement shall nevertheless remain in full force and effect.

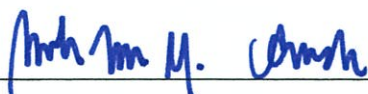
Section 16. Waiver – No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

Section 17. Assignment – The Second Party undertakes not to assign to any third party, any of its rights and obligations in this Agreement during the effectivity hereof without the written consent of the First Party.

Section 18. Binding Effects – This Agreement shall be binding on the Parties and their respective successors-in-interest.

IN WITNESS WHEREOF, the parties have hereunto signed and executed this Contract in the City of **Pasay, Philippines**, on this _____ day of 06 MAY 2022 2022.

BY:



SARAH LOU Y. ARRIOLA

Head of the Procuring Entity



MA. OLIVA Z. DOMINGO

Second Party



GRACE T. CRUZ-FABELLA
Assistant Secretary

WITNESS 1

WITNESSES:



AMARIE C. ZALDIVAR

WITNESS 2

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PASAY CITY) s.s.

BEFORE ME, a notary public for the City of Pasay, Metro Manila, Philippines personally appeared the following persons who exhibited to me their Competent Evidence of Identity of which are appearing opposite their names:


Names	Competent Evidence of Identity	Date/Place of Issue
SARAH LOU Y. ARRIOLA	Passport	November 9, 2018/DFA Manila
MA. OLIVA Z. DOMINGO	Passport	June 1, 2019/DFA NCR Northeast

Known to me and to be the very persons who executed this instrument consisting of five (5) pages including the page wherein this acknowledgment is written signed by the herein parties and their instrumental witnesses on the left margin of each and every page and at the bottom of the last page. The parties acknowledged to me that said instrument is their free and voluntary act and deed.

In witness whereof, I hereby set my hand and seal this 30 JUN 2022 day of 2022, in the City of Pasay, Philippines.

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ATTY. ELENA MELITA L. CHICA-LLEDO
 NOTARY PUBLIC
 UNIT 719 TOWER E SEA RESIDENCES MOA PASAY CITY
 MY COMMISSION EXPIRES ON DEC. 31, 2022
 RM. 3795 2ND EXTENSION UNTIL JUNE 30, 2022
 PTR NO. 7696496 1-3-22 ROLL NO. 38180
 BP LIFETIME NO. 06732; CAM SUR CHAPTER
 MCLE NO. VI-0024746 MAY 7, 2019

