

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on **24 Mar 2023** in Pasay City 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 for Administration and the Head of the Procuring Entity (HOPE).

AND

Better Steps Psychology, Inc. a corporation (hereinafter referred to as **Consultant**) with business address at 2nd Floor Esperanza Centre, 117 Shaw Boulevard, Pasig City, Brgy. Oranbo, Philippines 1604, represented herein by Mr. Raphael O. Inocencio, Managing Director;

Collectively referred to as the **Parties**.

-WITNESSETH-

WHEREAS, the DFA is a government agency tasked to promote the welfare of its Foreign Service personnel and their immediate family and provide them with administrative support in order to achieve the DFA's mandate of advancing the national interest in the world community;

WHEREAS, DFA seeks to engage the specific services of a psychological consultant who has joint competencies in psychotherapy, program development, needs assessment, group facilitation, and also has a background in these fields as applied to Philippine Foreign Service personnel;

WHEREAS, the Consultant is a counseling firm which works closely with communities of Foreign Service workers, and aids them in addressing the psycho-emotional and psycho-social effects of migration and migrant work;

WHEREAS, DFA wishes the Consultant to perform the Services hereinafter referred to;

WHEREAS, the Consultant is deemed to be uniquely able and willing to perform these services;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract to Better Steps Psychology, Inc. by virtue of a BAC Resolution No. HO-017-23 dated 24 Mar 2023 hereby attached as Annex "A;"



NOW THEREFORE, for and in consideration of the foregoing premises, both **Parties** hereby agree to abide by the following terms and conditions:

I. OBJECTIVE

The Parties agree to arrange, develop, and implement a wellness and reintegration seminar for DFA Recallees for FY 2023 (hereinafter, the Contract Period)

The program shall provide wellness and reintegration strategies that will further equip personnel to handle community, relationship, and personal problems that are most relevant to them. This seminar will be made available to these personnel to help them fortify their social skills and manage special stresses related to the nature of their assignment and recall.

II. OBLIGATIONS OF THE PARTIES

Wellness and Reintegration Program

1. Obligations of the Consultant:

- a. The Consultant shall develop and conduct a wellness and reintegration program for the recalled personnel within the Contract Period.
- b. The specific schedule for the program shall be agreed upon in writing between the Parties, the contents of which shall form an integral part of this Contract.
- c. The Consultant shall provide the platform in case of a virtual workshop.
- d. The Consultant shall provide sufficient modules needed for the entirety of the program.
- e. Following the completion of the program, the Consultant shall prepare a Summary Report of the program containing the necessary post-program evaluations, recommendations, and policy recommendations required by DFA.
- f. The Consultant shall deliver the services subject of the contract to the DFA to its full satisfaction.

2. Obligations of DFA:

- a. DFA shall provide the Consultant with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the program, coordinating with the participants, arranging for the venue (in case of a face-to-face workshop) of the program, and other logistical preparations, and preparing the proper forms for DFA personnel to be able to evaluate the Consultant's 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 webinar, and to prevent circumstances that may impede the completion of the webinar.

- c. DFA shall prepare the documentary requirements needed for the completion of the project;
- d. DFA shall instruct and guide the Consultant on the submission of required documents.
- e. DFA shall issue Payment within the stipulated period to fully satisfy the agreed contract price after the Consultant has delivered its services, and the latter accepts the same to its full satisfaction.

III. CONTRACT PRICE

Wellness and Reintegration Workshop

- a. For services mentioned in Paragraph II of this Contract, DFA shall pay the Consultant the following fees, inclusive of VAT and other applicable taxes:

Professional Fee*	
Four batches (4) with each batch consisting of two (2) 3.5 to 4-hour sessions	
Php 99,724.80 per batch <i>*inclusive of VAT and other lawful charges</i>	
Total	Php 398,899.20 <i>*inclusive of VAT and other lawful charges</i>

- b. Costs related to operations, in case of a face-to-face workshop, such as the venue of the session, materials, food, and miscellaneous expenses, shall be for the account of the DFA.
- c. The Consultant shall bill DFA after the services have already been provided.
- d. The Consultant shall bill DFA after every workshop batch, the consultant must issue said certification for each billing; otherwise, the certification shall only be issued for the single and final billing.
- e. The DFA shall pay the Consultant for the services actually rendered by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days from DFA's receipt of the Consultant's billing for services rendered, and any other documents that may be required by the First Party's Office of Financial Management Services (OFMS) for the processing of payment.
- f. The Consultant shall issue an official receipt for the payment made by the DFA. All payments shall be in accord with government audit and accounting laws, rules, and regulations

The LDDAP shall be payable to:

Account Name: Better Steps Psychology, Inc.
Bank Name: Bank of Philippines Islands (BPI)
Bank Account No.: 0243 1649 31

IV. INTELLECTUAL PROPERTY

The Consultant shall retain ownership of all intellectual property rights over the content of all modules included in the wellness program. 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 program, and the reports and evaluations from the wellness program.

V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between DFA and the Consultant or 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

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

VIII. AMENDMENTS

Any alteration, amendment, revision or modification to this Contract shall be agreed upon in writing by the Parties.

IX. DISPUTE AND SETTLEMENT

This Contract shall be governed, construed and enforced in accordance with Philippine laws, rules and regulations.

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. In the event that an amicable settlement cannot be reached within sixty (60) days from the date on

which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Contract shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.

X. 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.

XI. THIRD PARTY CONTRACT

Any other contract or agreement entered into by the Consultant and a third party shall be exclusively between such parties, to the exclusion of the DFA. The Consultant warrants that it shall hold free and harmless the DFA 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 or completion of the program. The Consultant agrees to assume, as it hereby assumes, all liabilities for any such loss or damage and undertakes to have any claim against the DFA arising out of third-party complaints of any nature in relation to the program filed before any court, agency or tribunal dismissed, and should the DFA be made to pay for damages or losses caused, to reimburse or indemnify the DFA, and to pay any expenses incurred as a result, subject to government audit and accounting rules and regulations.

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 as provided in Paragraph I herein, unless extended by written approval of the parties. This Agreement may be pre-terminated by either Party for cause and with at least ten (10) days prior notice in writing.



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



ANTONIO A. MORALES
Head of the Procuring Entity
Undersecretary for Administration
Department of Foreign Affairs



RAPHAEL O. INOCENCIO
Managing Director
Better Steps Psychology Inc.

Signed in the presence of:

Sr. 
DOMINGO F. NOLASCO
Assistant Secretary, OFMS
Department of Foreign Affairs



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

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 26 APR 2023 2023 personally appeared **ANTONIO A. MORALES**, Undersecretary for Administration and the Head of the Procuring Entity (HOPE), Department of Foreign Affairs, and **Better Steps Psychology Inc.**, represented by **Mr. Raphael O. Inocencio**, Managing Director, known to me to be the same persons who executed the CONTRACT consisting of seven (7) 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.

MANILA CITY

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			
Better Steps Psychology Inc., represented by Mr. Raphael O. Inocencio	P5722874B	DFA NCR East	05 Nov 2020

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

Doc. No. 776 ;
Page No. 3 ;
Book No. XXXIV ;
Series of 2023.



ATTY. INOCENCIO
 NOTARY PUBLIC
 VALID UNTIL: 07.31.2023
 PTR NO. 1037447 JAN. 4, 2023
 IBP LIFETIME MEMBER NO. 08332 ROLL N.J. 52214
 MCLE NO. VLD008369 NOV. 11, 2021 UNTIL 2023
 COMMISSION NO. 2019-082
 1091 N. LOPEZ ST. ERMITA, MANILA
 09272774505

