

NF 2412-0658

CONTRACT FOR THE ENGAGEMENT OF CONSULTANT FOR ICT UPSKILLING AND PROCESS OPTIMIZATION

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF AGREEMENT made and entered into by and between:

MR. MICHAEL A. TANJANGCO of legal age, Filipino, with residence address at 68 Whitefield Ave., White Plains Subdivision, White Plains, Quezon City hereinafter referred to as the **CONSULTANT**;

-and-

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE V, a government agency duly registered, organized and existing under Philippine laws with principal office address at Government Site, Rawis, Legazpi City, Philippines, represented herein by **MR. NORMAN S. LAURIO**, Regional Director – DSWD Field Office V hereinafter referred to as the **CLIENT**;

-witnesseth-

WHEREAS, the **Client** wishes to have the Consultant perform certain services and the Consultant is willing to provide or perform said services;

NOW, THEREFORE, The Parties hereby agree as follows:

1. Services

The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract ("the Services").

2. Term

The Consultant shall perform the Services for **90 days** commencing on **December 2, 2024**, and **continuing up to February 28, 2025**, renewable at the option of the appointing HOPE, but in no case shall exceed the term of the latter.

3. Payment

For the Services rendered pursuant to "Annex A", the Client shall pay the Consultant an amount not to exceed **Seven Hundred Seven Thousand Eight Hundred Forty Pesos (P 707,840.00)** for the whole duration of the contract. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diem and profits, as well as any tax obligation that may be imposed on the Consultant.

The release of payment is subject to the submission of the outputs and deliverables required in Annex A as certified by the Client's

authorized representative. Any change in the delivery dates shall be mutually agreed upon in writing between the Client and the Consultant.

4. Project Administrator

The Client designates **Mr. Josh Henry R. Regondola** as **Client Coordinator**. The Coordinator shall be responsible for the review, acceptance and approval of the detailed technical contents of the Consultant's reports and recommend payment for the Services rendered by the Consultant without necessarily limiting the reporting relationship of the Consultant to the Secretary of the Client or its duly authorized representative.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The Consultant shall not disclose any propriety or confidential information relating to the Services, this Contract or the Client's business or operations, without the prior written consent of the Client or its duly authorized representative.

Confidential Information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

The foregoing provision shall not apply in any of the following instances:

a) If the Confidential Information, or any part thereof, is at the time of disclosure of the consultant, already a part of the public domain or has become generally available to the public, other than by the reason of a breach of the terms of this Contract; or

b) If disclosure of the Confidential Information, or any part thereof, is required by competent governmental or other regulatory authorities pursuant to applicable laws and regulations in force in the Philippines.

7. Ownership of Materials

Any studies, reports, or other materials, graphic software or otherwise, prepared by the Consultant for the Client under this Contract shall belong to and remain the property of the Client. The

Consultant may retain a copy of such documents and software, exclusively for record purposes.

8. Insurance

The Consultant shall be responsible for taking out any appropriate insurance coverage.

9. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it without the signatory Secretary of the Client or duly authorized representative's prior written consent.

10. Governing Contract

The laws of the Philippines shall govern the Contract.

11. Dispute Resolution

In the event of a dispute arising from or in connection with this Agreement, the parties agree to exert all efforts to reach an amicable settlement. However, should the parties fail to arrive at a settlement agreement, any action or proceeding shall be filed exclusively before the courts of Legazpi City, to the exclusion of other courts.

12. Non-Civil Service

It is expressly understood and agreed that this Contract does not grant the Consultant civil service status. The Consultant is not considered a government employee and shall not enjoy the rights, privileges, and benefits accorded to members of the civil service under existing laws, rules, and regulations.

13. Undertaking/Warranty

Consultant represents and warrants that neither Consultant nor any of Consultant's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Contract. Consultant represents and warrants that Consultant's performance of all the terms of this Contract will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Client or uses in the course of performance of this Contract, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or

incorporate into any deliveries provided to the Client herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Client. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Contract. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the services required by this Contract. 12. Termination The Client or the Consultant may extra-judicially terminate this Contract for any reason, by notifying the other party, in writing, one (1) month prior to the intended effectivity date of termination.

14. Termination

The Client or the Consultant may extra-judicially terminate this Contract for any reason, by notifying the other party, in writing, one (1) month prior to the intended effective date of termination.

IN WITNESS THEREOF, the parties hereto have signed this contract of this _____ day of _____ 2024 at City of Legaspi, Philippines

FOR THE CLIENT:

NORMAN S. LAURIO
Regional Director

FOR THE CONSULTANT:

MICHAEL A. TANJANGCO, MSc, PMP
Consultant

Certified Funds Available

WENDY G. RANCES
Accountant III

Signed in the presence

ATTY. MICHAEL GEROME B. BELLENA, CPA
Chief Administrative Officer

for
the DSWD FO V

for
the Consultant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) s.s.

BEFORE ME, a Notary Public this 28 NOV 2024 day of _____ at QUEZON CITY personally appeared **NORMAN S. LAURIO** and **MICHAEL A. TANJANGCO** exhibited to me their Competent Evidence of Identity ID No. 05-0002 issued in Quezon City on September 23, 2022 and ID No. 6104-3869-5064-1651 issued in Quezon City by Philippine Statistics Office respectively. Known to me to be the person who executed the foregoing instrument and acknowledgment to me the same as their free act and that of the principal they represent. This instrument consists of Four (4) pages including the page, on which, the acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and place written.

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Book No. 4
Series No. 2024

ATTY. WILLIAM M. AY-AY, C.P.A.
Attorney-at-Law/Notary Public
Until December 31, 2024
IBP No. 423304/01-16-2024/Quezon City
PTR No. 5602564-D/01-16-2024/Quezon City
MCLE Compliance VIII until 2025
Roll No. 84630
Adm. Matter No. NP-451/2023-2024