

CONTRACT NO. 2020-03-025

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this ___ day of December 2020 in Pasay City, Philippines, by and between:

THE SECURITIES AND EXCHANGE COMMISSION, herein referred to as "**SEC**", a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal address at Secretariat Building, PICC Complex, Pasay City, herein represented by its Information and Communications Technology Department Officer-in-Charge **OLIVER V. CHATO**, who is duly authorized to represent this transaction, herein referred to as "**SEC**";

MR. JOHN OLIVER O. DEPANO, Filipino of legal age, and a resident of Unit C Arras Street, San Juan City, herein after referred to as "**CONSULTANT**";

W I T N E S S E T H, that

WHEREAS, the SEC intended to rehire the CONSULTANT as a Highly Technical Consultant for the Company Registration System (CRS) – Continuing Project Implementation;

WHEREAS, the CONSULTANT has the necessary qualifications to deliver the services required by the SEC, which offer was accepted by the latter;

NOW THEREFORE, and in view of the foregoing premises and in consideration of the mutual covenants and stipulations herein set forth, the parties agreed as follows:

I. SERVICES AND PRICING

1. For and in consideration of the compensation to be made by the SEC, the CONSULTANT shall fully and faithfully perform the following services and/or activities, viz:

- a. As regards the CRS project:
 - i. Documentation and/or analysis of internal and external business requirements in line with business objectives;
 - ii. Translation and modeling of business requirements into technology features and functions;
 - iii. Architecture and documentation of technical solution components based on feedback from SEC business and technical staff;
 - iv. Provide strategic and tactical advice on using technology and process automation aimed at the achievement of business goals and objectives;
 - v. Guidance and consultation in the management of IT initiatives and projects in collaboration with SEC and partner technical staff; and
 - vi. Serve as a resource person on the technical implementation of the project to internal and external parties and, optionally and when called for, function as the main SEC-side project coordinator and project/technical manager in the absence of an explicitly-nominated project or technical manager.
- b. As regards the Digital Transformation and Technology Roadmap (DTTR) initiative:
 - i. Harmonize and report on all strategy, tactical progress, change, and interconnectivity between the DTTR initiative and their respective projects;
 - ii. Assist in driving the strategy and the technology of the DTTR as it optimizes their respective projects and vice-versa; and
 - iii. Report and formulate actions on the impact of activities in the DTTR to their respective projects and vice-versa.

2. DETAILED RESPONSIBILITIES

- a. Documentation and analysis of internal and externally related business requirements and process in harmony with business objectives
- b. Translation and modeling of business requirements into technology features and functions as discussed with SEC business and technical staff
- c. Technical architecture and design of technical solution components co-developed with SEC business and technical staff
- d. Documentation of solution components and processes involved as documentation and diagrams
- e. Provide both strategic and tactical advice on using technology and business process automation aimed at achieving or pivoting into changing business goals and objectives
- f. Provide technical guidance and consulting in the management of IT initiatives in collaboration with SEC in-house and partner agency technical staff
- g. Development and design of IT systems and networks ensuring the proper architecture and functions
- h. Support new technology implementation and change management
- i. Provide expertise in either training or apprenticeship and experience-based learning of users in new and existing IT systems
- j. Provide tactical assistance and direction in technical concerns and issues
- k. Support and drive the continuous improvement processes
- l. Produce regular milestone and instance discussion reports adhering to the documentation standards and requirements of the SEC
- m. Provide other reports and documentation as may be required by and agreed upon with ICTD, on the condition of reasonable time being provided to produce the said reports and documentation

The following outputs shall be delivered:

1. Monthly Project Status and Accomplishment Report
2. All documentation as stipulated in the above matrix
3. The SEC shall pay the CONSULTANT after the delivery at the end of each month the required deliverables EIGHTY THOUSAND PESOS (Php80,000.00) per month (inclusive of all government taxes) pursuant to DBM and DOST Joint Circular No. 1, s. of 2013 dated June 25, 2013 and DOST Special Order No. 242 dated April 3, 2013.

The penalty for late deliveries is one tenth (1/10) if one percent (1%) of the cost of unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the contract price. Once the cumulative amount of liquidated damage reaches more than ten percent (10%) of the contract price, the SEC may rescind the contract without prejudice to other courses of actions and remedies applicable.

II. CONFIDENTIALITY

The CONSULTANT agrees to hold in confidence any non-public information received by him from the SEC, or any of its employees during the course of this engagement and further agrees not to disclose such information to any third party unless (i) SEC gives its prior written authorization, (ii) applicable laws require the CONSULTANT to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain.

SEC reserves its right of recourse, including termination of this Contract and the filling/undertaking of the necessary legal actions, against CONSULTANT in the event of violation of this provision.

III. ACCOUNTABILITY

1. The CONSULTANT shall have no right or authority to assume or represent the existence of any relation with the SEC except in accordance with this Contract.
2. The SEC shall provide the necessary office equipment, materials and supplies to the CONSULTANT. Provided that, the CONSULTANT shall be held responsible and accountable for the said properties.

Upon termination of this Contract for any cause, the CONSULTANT binds himself to deliver in good order all records, documents, manuals, forms, books and papers and any and all materials and equipment furnished or place in his custody by the SEC in connection with this Contract, it being understood that the same belong exclusively to the SEC.

The CONSULTANT shall be held liable for the value above mentioned properties which are damaged or not otherwise returned to the SEC upon termination of this Contract.

3. It is understood that at the end of the term, the CONSULTANT shall properly turn over his work assignments and all documents acquired in the performance of his duties as Consultant to the SEC. The said turn over shall be evidenced by an appropriate document, describing the nature and quantity of turned over materials, to be signed by the SEC and CONSULTANT or their authorized representative. Failure on the part of the CONSULTANT to abide by this proper turn over provision shall be deemed a violation of this Contract, subject to the imposition of damages.

IV. EFFECTIVITY AND TERMINATION

1. This Contract shall be valid for a period of six (6) months from January 4, 2021 to July 3, 2021 unless sooner terminated.
2. This Contract shall automatically be terminated, without the need to further notice, at the end of the term as specified above and may be renewed upon mutual written agreement of both parties, but such renewal shall in no case extend six (6) months of exceed the term of the appointing Head of the Procuring Entity.
3. The SEC may end the services of the CONSULTANT or terminate this Contract prior to its expiration for any reason. The CONSULTANT is entitled to be notified of the termination of his services and the termination shall be effective only after thirty (30) days from the personal receipt of the notice or through mail in the address stated above.

If the termination is due to breach of contract by the CONSULTANT of any provision of this Contract, applicable damages shall apply.

The termination under this Article, shall only entitle the CONSULTANT to the remaining amount corresponding to the actual services rendered up to the time of termination, without prejudice to applicable damages.

4. The CONSULTANT may terminate this Contract or end his services, subject to submission of a written notice to the SEC at least thirty (30) days prior to its effectivity.

Should the CONSULTANT serve notice of termination, the SEC may, at its sole discretion, waive or shorten the Notice Period or immediately accept the termination, in which case, the CONSULTANT will not be entitled to any fees for the unserved days from the Notice Period.

V. MISCELLANEOUS PROVISIONS

1. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that the CONSULTANT is not entitled to benefits enjoyed by regular personnel of the SEC.
2. The CONSULTANT agrees and binds himself to protect and hold the SEC free and harmless from any liability to third person for failure on the part of the CONSULTANT to fulfill his obligations under and pursuant to this Contract.
3. This CONTRACT may be modified or revised through written agreement between the parties herein, citing the specific clause or items to be revised or modified and the corresponding amendments.
4. Failure on the part of the SEC to exact or insist upon the strict compliance by CONSULTANT of the terms and conditions of this Contract shall not constitute as a waiver of any of the rights of SEC. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by the SEC unless the waiver is in writing stating expressly that it is intended to modify or waive the effect of such item or condition.
5. Should any of the terms and conditions of this Contract be held invalid or declared contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.
6. The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be in the proper court of Pasay City, Philippines.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

SECURITIES AND EXCHANGE COMMISSION

TIN No. 000-190-308-000

By:



OLIVER V. CHATO
ICTD Officer-in-Charge
TIN: 194-012-823-000

By:



MR. JOHN OLIVER O. DEPANO
Consultant
TIN: 210-295-543-000

SIGNED IN THE PRESENCE OF:

By:

By:

CERTIFIED FUNDS AVAILABLE:



ADELAIDA C. NAVARRO-BANARIA
FMD Director

ACKNOWLEDGEMENT

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

BEFORE ME, designated person to administer oaths on this ___ day of January 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:


Name	Evidence of Identity
OLIVER V. CHATO	TIN: 194-012-823-000

all known to me and to me known to be the same persons who executed this Contract, consisting of six (6) pages, including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written,

Notary Public

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Book No. ____
Series of 2021


Atty. JASMINE CHARO L. CALAYCAY-ATIENZA
Administering Officer
Asst. Commission Secretary
Securities and Exchange Commission
Republic of the Philippines

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S. S.

BEFORE ME, a Notary Public for and in the City of Pasay on this 11th day of January 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
JOHN OLIVER O. DEPANO	Driver's Lic. N04-96-353793

all known to me and to me known to be the same persons who executed this Contract, consisting of six (6) pages, including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written,

Notary Public

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Book No. II
Series of 2021



Maria Kristile Y. Lozada
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PTR No. 1402939; 01-09-2020; San Juan City
IBP O.R. No. 105600; 01-09-2020; PPLM Chapter
Roll of Attorneyys No. 62314
MCLE CC No. 0023829; 04-17-2019
Adm. Matter No. NP-309; 12-31-2020