

CONTRACT NO. 2021-03-04

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this 1st day of March, 2021 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 **COMMISSIONER KARLO S. BELLO**, who is duly authorized to represent this transaction, herein referred to as "**FIRST PARTY**";

MR. RENATO A. SANTOS, Filipino of legal age, and a resident of 5 Alexander St., Christine Village, Dela Paz, Pasig City, herein after referred to as "**SECOND PARTY**";

WITNESSETH, that

WHEREAS, the **FIRST PARTY** intended to rehire the **SECOND PARTY** as a Hiring of Highly Technical Consultant for Government Financial Management Services in the Office of the Commissioner in charge of the Financial Management Department;

WHEREAS, the **SECOND PARTY** has the necessary qualifications to deliver the services required by the **FIRST PARTY**, 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 **FIRST PARTY**, the **SECOND PARTY** shall fully and faithfully perform the following services and/or activities, viz:
 - a. Monitor the monthly report on the collection of the FMD
 - b. Monitor the monthly report on the budget utilization to minimize deficiency of funds
 - c. Provide professional advice on the planning or preparation of the Electronic Accounting System in the recording and reporting the financial transactions of the agency
 - d. Provide professional advice on the planning or preparation of an electronic budget system in obligating and reporting disbursement of the agency
 - e. Provide professional advice regarding the online system that will ultimately process the online allotment, obligation and disbursement of the FMD
 - f. Assist in the compliance by the FMD to the COA guidelines, rules and regulations and/or
 - g. Other functions as may be directed by the Commissioner.
2. The **FIRST PARTY** shall pay the **SECOND PARTY** after the delivery at the end of each month the required deliverables **FIFTY-FIVE THOUSAND PESOS (Php55,000.00)** per month (inclusive of all government taxes).

Payment shall be processed and released upon the issuance of a certification from the Office of the Commissioner that services has been rendered.

II. CONFIDENTIALITY

The **SECOND PARTY** agrees to hold in confidence any non-public information received by him from the **FIRST PARTY**, 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) **FIRST PARTY** gives its prior written authorization, (ii) applicable laws require the **SECOND PARTY** to disclose or otherwise

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

III. ACCOUNTABILITY

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

Upon termination of this Contract for any cause, the SECOND PARTY 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 FIRST PARTY in connection with this Contract, it being understood that the same belong exclusively to the FIRST PARTY.

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

3. It is understood that at the end of the term, the SECOND PARTY shall properly turn over his work assignments and all documents acquired in the performance of his duties as Consultant to the FIRST PARTY. 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 FIRST PARTY and SECOND PARTY or their authorized representative. Failure on the part of the SECOND PARTY 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 March 1, 2021 to August 31, 2021 unless sooner terminated by either of the parties.
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 or exceed the term of the appointing Head of the Procuring Entity.
3. The FIRST PARTY may end the services of the SECOND PARTY or terminate this Contract prior to its expiration for any reason. The SECOND PARTY 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 SECOND PARTY of any provision of this Contract, applicable damages shall apply.

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

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

Should the SECOND PARTY serve notice of termination, the FIRST PARTY may, at its sole discretion, waive or shorten the Notice Period or immediately accept the termination, in which

case, the SECOND PARTY 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 SECOND PARTY is not entitled to benefits enjoyed by regular personnel of the FIRST PARTY.
2. The SECOND PARTY agrees and binds himself to protect and hold the FIRST PARTY free and harmless from any liability to third person for failure on the part of the SECOND PARTY 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 FIRST PARTY to exact or insist upon the strict compliance by SECOND PARTY of the terms and conditions of this Contract shall not constitute as a waiver of any of the rights of FIRST PARTY. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by the FIRST PARTY 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: 

KARLO S. BELLO
SEC Commissioner
TIN: _____

By: 

RENATO A. SANTOS
Consultant
TIN: 222-887-373-000

SIGNED IN THE PRESENCE OF:

By: 

By: 

CERTIFIED FUNDS AVAILABLE:


ADELAIDA C. NAVARRO-BANARIA
EMD Director

