

CONTRACT NO. 2022-3-039

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this ^{AUG 10 2022} ___ day of August 2022 in Makati City, Philippines, by and between:

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 Director **Oliver V. Chato**, duly authorized to sign the contract per SEC Office Order No. 270, s. of 2019 (Annex "A");

-and-

MR. GIANCARLO C. ANGULO, Filipino of legal age, and a resident of No.4 Redeener St., Brgy. New Era Diliman, Quezon City, hereinafter referred to as "**CONSULTANT**";

WITNESSETH, that

WHEREAS, the SEC intended to hire the CONSULTANT as a Highly Technical Consultant for Information and Communications Technology Department as System Analyst;

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:

1. OBJECTIVES

The hiring of a Highly Technical Consultant is essential to achieving the following objectives:

- Assist the Information and Communications Technology Department (ICTD) in the analysis and design of any development, upgrade, optimization, integration and improvement of SEC systems that is related to company registration, amendments and changes in company status.
- Assist the ICTD in the coordination efforts related to the CBP.
- Assist the Company Registration and Monitoring Department (CRMD) and ICTD in the facilitation and coordination efforts related to the implementation of the Revised Corporation Code (RCC).
- Assist the ICTD in the migration and clean-up of company records from legacy systems like IReg and CRS.

2. SCOPE OF WORK

The scope of the engagement of the Consultant shall be:

- **Months 1-6**
 - Coordinate with SEC Consultants for Web Front End, Java Backend and database, System Integration and Micro Services Developer.
 - Continuously develop and introduce improvements on the name verification module.
 - Facilitate the integration of the Esparc to the SEC systems.

- Provide technical assistance and guidance to ensure that the migration and clean-up of company records shall be aligned and conformed with existing technologies and industry standards.

3. OUTPUTS/DELIVERABLES

The Consultant shall furnish the following documents to the SEC:

- Monthly Accomplishment Report (Months 1-6)
- Analysis of the migration and clean-up of company records (Month 3)
- Documentation and Complete Knowledge Transfer of the Name Verification Module (Month 5)
- Documentation on Overall CBP Integration Analysis and Design (Month 6)
- Documentation on the integration of the eSPARC to other SEC System (Month 6)

4. QUALIFICATIONS OF CONSULTANT

Position	Qualification
Systems Analyst Technical Consultant	<ul style="list-style-type: none"> • At least 10 years' experience in the IT industry. • Experience in the upgrade of a system in production environment for the Philippine Government. • Proficient in IT Governance, IT Service management, Program and Project Management standards, and the Software Development Lifecycle (SDLC). • Solid knowledge of business information systems.

5. PERIOD OF ENGAGEMENT

The period of engagement for the Systems Analyst Technical Consultant is six (6) months. The engagement with the Consultant may be renewed, subject to the satisfactory result of their engagement, and at the option and approval of the Commission.

6. REPORTING

The Consultant shall report directly to the Director of the Information and Communications Technology Department (ICTD).

The Consultant shall have no right, except as permitted in writing by SEC, to disclose or to use any of SEC's proprietary material for any purpose whatsoever other than to perform their obligations.

7. PAYMENT

The payment shall be on a monthly basis, upon provision of the outputs/deliverables as stipulated in this Terms of Reference. The monthly fee shall be Eighty Thousand Philippine Pesos (PHP 80,000.00)

The penalty for late deliveries is one tenth (1/10) of one percent (1%) of the cost of an 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.

8. 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.

9. ACCOUNTABILITY

- a. 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.
- b. 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 placed 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.

- c. 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.

10. EFFECTIVITY AND TERMINATION

- d. This Contract shall be valid for a period of six (6) months from August 01, 2022 to January 31, 2023 unless sooner terminated by either of the parties in accordance with Article VII and VIII hereof.
- e. 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
- f. appointing Head of the Procuring Entity.
- g. 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.

- h. 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.

11. MISCELLANEOUS PROVISIONS

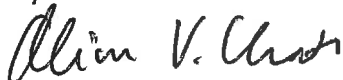
- i. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that the CONSULTANT is not entitled to benefits enjoyed by regular personnel of the SEC.
- j. The CONSULTANT agrees and 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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, Director

TIN:

By:



GIANCARLO C. ANGULO

Consultant

TIN: 256-533-244-000

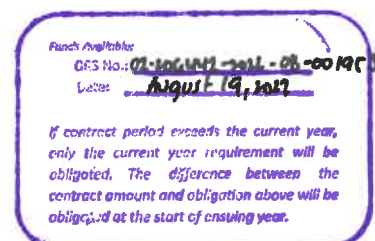
SIGNED IN THE PRESENCE OF:

By:

By:

CERTIFIED FUNDS AVAILABLE:


DONDIE O. ESGUERRA
FMD Director



ACKNOWLEDGEMENT

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

BEFORE ME, a designated person to administer oaths on this ___ day of July 2022, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
OLIVER V. CHATO	TIN:

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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Page No. ____
Book No. ____
Series of 2022


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

ACKNOWLEDGEMENT

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

AUG 10 2022

BEFORE ME, a Notary Public for and in the City of Quezon City on this ___ day of July 2022, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
GIANCARLO C. ANGULO	TIN: 256-533-249-000

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,

Sam
Socorro Marice N. Nepomuceno
 Notary Public for Quezon City
 NP 238 until December 31, 2022
 Roll No. 50756
 IBP No. 178479; 02.16.2022
 PTR No. 2430516; 01.04.2022
 MCLE No. VI-0018197
 35 Matalino Street, Barangay Central
 Quezon City, Metro Manila 1100
 Contact Number 09985510287

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