

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Service Agreement (the "Contract"), made and entered into this 22nd day of May 2023 in Makati 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 The SEC Headquarters, 7907 Makati Avenue Salcedo Village, Bel-air, Makati City, herein represented by its Director for Economic Research and Training Department, **DIRECTOR ROSE ANN S. ESPIRITU**, who is duly authorized to represent this transaction, herein referred to as "**SEC**";

MR. JOEL C. AMANTE, Filipino of legal age, and a resident of Unit 1206 12/F Trade and Financial Tower, 7th Avenue and 32nd Street, Fort Bonifacio Global City, Taguig City, hereinafter referred to as "**CONSULTANT**";

WITNESSETH, that

WHEREAS, the SEC intended to hire the CONSULTANT as a *Highly Technical Consultant for the Philippine Quality Award (PQA)*.

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. SCOPE OF WORK AND CONTRACT PRICE.** The required services and deliverables are those stated under the *Terms of Reference*, copy is attached as *Annex A* and made integral part hereof.

The SEC shall pay the CONSULTANT after the delivery at the end of each month the required deliverables in the amount stated in the *Terms of Reference*.

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

- 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

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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.

- D. 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.

IV. EFFECTIVITY AND TERMINATION

- A. This Contract shall be valid for a period of three (3) months reckoned from the date indicated in the Notice to Proceed, unless sooner terminated by either of the parties in accordance with clause (IV) hereof.
- B. 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.
- C. 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 seven (7) 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 liquidated damages shall apply.

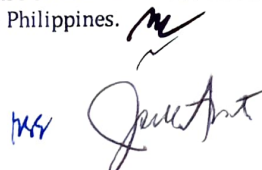
The termination under this Article shall only entitle the CONSULTANT to the remaining amount corresponding to the actual services rendered up to the time of termination, without prejudice to applicable imposition of liquidated damages.

- D. 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


- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 Makati 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


ROSE ANN S. ESPIRITU
Director, Economic Research and Training
Department


JOEL C. AMANTE
Consultant

CERTIFIED FUNDS AVAILABLE:


DONDIE C. ESGUERRA
Director, Finance Management Department

Funds Available
Buis No. <u>03-200442-001-09-001870</u>
Date: <u>June 2, 2013</u>

ACKNOWLEDGEMENT

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

BEFORE ME, a designated person to administer oaths on this ___ day of _____2023, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
ROSE ANN S. ESPIRITU	SEC ID No. 1282
JOEL C. AMANTE	Driver's License No. 04-81-005703

all known to me and to me known to be the same persons who executed this Contract, consisting of four (4) 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

Doc. No. ___
Page No. ___
Book No. ___
Series of 2023


Atty. **JASMINE CHARO L. CALAYCAY-ATIENZA**
Administering Officer
Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines

**TERMS OF REFERENCE (TOR) FOR THE ENGAGEMENT OF HIGHLY TECHNICAL CONSULTANT (HTC)
FOR THE PHILIPPINE QUALITY AWARD (PQA)
OF THE SECURITIES AND EXCHANGE COMMISSION (SEC)**

I. SERVICES AND SCOPE OF WORK

A. Project Description

The engagement of a Highly Technical Consultant (HTC) aims to facilitate the SEC's goal of achieving the Philippine Quality Award (PQA) by 2023 under the SuperVision 2028 strategic initiative Project QUEST (Quality and Excellence in Service Delivery and Talent Development).

The PQA is given annually to qualified organizations in the private and public sectors. This is anchored on the premise that organizations should have demonstrated management excellence by continuously improving and building upon excellent systems and services. The organization should have endeavored a highest level of performance excellence. In this program, the HTC would guide the Commission in going through the necessary processes in compliance with all the requirements.

B. Implementation Arrangements

In conducting the service, the HTC shall work closely with the Economic Research and Training Department – Strategic Management and Planning Division (ERTD-SMPD), which will serve as the Secretariat along with the core teams for the seven PQA categories which would provide assistance in all PQA-related activities on both the technical (i.e. provide pertinent data/information for the development and preparation of expected key document products) and other administrative requirements.

C. Responsibilities of the HTC

The consultant shall provide consulting services for the following activities:

Month 1

- Briefing/Orientation Workshop on the new 2023 PQA Government Criteria for Performance Excellence
- Write shop on the Preparation of the PQA Application Report
- Review, Assessment and Sending of Feedback on Draft PQA Application Reports
- Final Review of the PQA Application Report including the Eligibility Information Form

Month 2-3

- Design & Implementation of Any Missing Approaches and Generation of Two Data Points after Submission and Prior to the Site Visit
- Conduct of Mock Organizational Profile Briefing Question & Answer

Month 3

- Conduct of Mock PQA Site Visit
- Review of Documents to be verified by PQA Assessors during the Site Visit

D. Expected Outputs from the HTC

As an output of this consultancy, SEC will be able to submit an award-worthy PQA Application Report. The focus of this consultancy is to provide consultancy, training, and coaching to ensure that its completed Application Report is responsive to the PQA Criteria requirements.

E. Period of Consultancy

The Highly Technical Consultant Services Agreement shall be for a minimum period of three (3) months to commence on an agreed date, renewable at the option of the Chairperson. During the contract period, the consultant will conduct pre-work and alignment meetings, write shops and coaching sessions, as well as mock assessments and post-work consultations.

II. QUALIFICATIONS OF THE CONSULTANT

The Consultant must possess the following qualifications:

- Post graduate degree in Organizational Development or related field, preferably in Operational Planning and has professional expertise in PQA processes;
- Has been a PQA assessor for at least 5 years;
- At least five (5) years professional experience working with government/private/non-government agencies on their PQA applications and have achieved the award; and
- Excellent facilitation and interpersonal skills

III. METHODOLOGY

The consultant would guide the category teams and the secretariat from pre-application to the actual application processes. This would include the conduct of pre-work orientation or the PQA Training Workshop on the new 2023 PQA Government Criteria for Performance Excellence, which is needed to be complied with by the Commission. A one-hour executive briefing for senior leaders would also be facilitated by the HTC. The HTC would also conduct a guided self-assessment to determine prioritized implementation of PQA required processes and results.

The consultant would also conduct a write shop on the preparation of the PQA application report and the review and assessment of the draft PQA application reports. The consultant would review the Eligibility Information Form and provide inputs therein. In addition, the consultant would conduct a mock organizational profile briefing question and answer to prepare the Commission for the actual assessment. A mock PQA site visit would also be facilitated by the consultant as part of the preparation process. The consultant would also be responsible for the review of the prepared documents in line with the actual assessment of the PQA Assessors. A communication plan must be formulated by the HTC and should be implemented in the organization.

The Consultant must be able and ready to conduct the conference sessions in-person and online via a video conferencing tool (i.e. Zoom). Moreover, the consultant is expected to be able to actively conduct sessions and encourage active involvement of all participants using multiple methods such as powerpoint presentations, group discussions, open forums, group activities/workshops, take away notes for participants, and/or interactive videos.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **One Hundred Sixty Thousand Pesos (PhP 160,000.00)** and shall include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

If activities are held out of town, the related expenses (i.e., logistical, board and lodging, and transportation expenses) shall be shouldered by the SEC.

V. PAYMENT SCHEME

Payment shall be paid in four (4) tranches with the following payment schedule:

- 1st payment (after the first month of engagement) P50,000.00
- 2nd payment (after the second month of engagement) P50,000.00
- 3rd payment (after the third month of engagement) P50,000.00
- Final payment (after the final activity & output) P10,000.00

Thereafter, issuance /receipt of the following:

- a. Billing statement by the HTC;
- b. Accomplishment Report; and
- c. Certificate of Satisfactory Service by SEC

VI. LIQUIDATED DAMAGES

Failure to comply with the Terms and Conditions indicated in the TOR and Job Order (JO) which serve as the contract between SEC and the consultant will result in the payment of corresponding penalties/liquidated damages in the amount equal to ten percent (10%) of the contract price by the winning service provider. The agency reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

Prepared by:


AUREA THERESA M. LAXINTO
OIC, SMPD

Approved by:


ROSE ANN S. ESPIRITU
Director, ERTD