

**CONTRACT FOR THE
CUSTOMIZED LEADERSHIP AND PERSONAL DEVELOPMENT
WORKSHOP**

KNOW ALL MEN BY THIS PRESENTS:

This Contract made and entered by and between:

DEPARTMENT OF BUDGET AND MANAGEMENT a government agency, with address at the Boncodin Hall, DBM Compound, San Miguel, Malacañang Complex, Manila, herein represented by **MS. LAURA B. PASCUA**, Undersecretary, hereinafter referred to as the "**First Party**";

and

MARIA SOLEDAD D. LOPEZ, an organizational development consultant with Office address at 6th Floor, Emerald Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, hereinafter referred to as the "**Second Party**";

WITNESSETH:

WHEREAS, the **First Party** as the central public expenditure management arm of the government, is committed to support the fulfillment of the President's Social Contract with the Filipino people by reshaping itself into the performance leader of the government;

WHEREAS, the fulfillment of the Social Contract calls for a change in the way the government works and the way the government, as a public service entity, conducts business;

WHEREAS, the **First Party** developed a concept/idea called, "The DBM: 100% Performance Leadership, 100 Years Hence", to fulfill the vision of becoming the performance leader of the Philippine Government, and to jumpstart the transformation of the DBM into a Performance Leader and a Learning Organization, the **First Party** finds it necessary to conduct a leadership and personal development training for the entire department which will provide the underlying temperaments of DBM civil servants in carrying out their function as public financial and expenditure managers and as DBM reform advocates;

WHEREAS, the **First Party** hereby engages the services of the **Second Party** to conduct a customized Filipino Leadership Excellence Workshop;

WHEREAS, the **Second Party** possesses the experience and skills required to provide the expertise described herein and has signified the intention to be engaged whose services are considered to be highly technical as needed by the **First Party**, which the latter has accepted;

NOW, WHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, hereby agree as follows:

- | | |
|-------------------------------|--|
| 1. Terms of Employment | The employment of the Second Party shall commence on the 2nd week of November 2012 and terminate on December 2012 . |
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It is understood that this contract does not create an employer-employee

relationship between the **First Party** and the **Second Party**, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the **First Party**.

The **Second Party** may sub-contract any portion of it with the **First Party's** prior consent.

2. Deliverables

The **Second Party** shall deliver the following outputs during the contract period:

Deliverable	Timetable
1. Inception report 2. Leadership and personal development activity modules 3. Communication plan a. Poster and brochure design b. DBM 100 launching video c. Info video about the workshop 4. Workshop Module/s	Week 1
5. Workshops conducted for 1000 pax divided into 13 batches	Week 2 – Week 7
6. Status reports and Feedback (Meetings)	After the 6 th run
7. Final Report	Week 8

3. Duties and Responsibilities

The **Second Party** shall:

- a) Provide for the venue, equipment, meals and materials for all the participants, including the workshops to be conducted outside Metro Manila;
- b) Assist in communicating to DBM employees and leveling their expectations on the FLEX workshop by entertaining inquiries from the project team about the workshop objectives and logistical/administrative details;
- c) Commit to the development of DBM public servants.

The **First Party** shall:

- a) Assign and arrange for the participants per workshop batch;

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- b) Inform all participants about the workshop schedules and requirements;
- c) Arrange for the transportation of the participants to the assigned venue;
- d) Provide the **Second Party** the relevant information necessary in preparation for and during the actual implementation of the workshop;
- e) Provide for the cost of travel, and accommodations of the DBM participants for the workshops to be conducted outside of Metro Manila.

4. Confidentiality Clause

The **Second Party** and his/her project team shall respect and honor the First Party's policy on privacy and confidentiality of all information accessed during the project and agree not to disclose and/or reproduce, distribute any company information for any reason whatsoever without the prior written consent of the **First Party**.

The **First Party** shall consider the workshop framework(s), modules, learning issues/themes, and outputs confidential. It shall not distribute materials obtained from the workshop such as videos and manuals without the written consent of the **Second Party**.

5. Governing Laws and Jurisdiction

This agreement shall be governed by and construed under the laws of the Republic of the Philippines. Should there be a court action instituted for the purpose of enforcing the provisions of this agreement, it is hereby agreed that the venue of action shall be the proper courts of the City of Manila, Philippines.

6. Safety Clause

Neither the **First Party** nor the **Second Party** shall in any way be responsible or be held liable for cancellations and postponements due to causes beyond its control. Examples of these are Acts of God or the public enemy, civil war, insurrection or riots, fires, floods, explosions, earthquakes, epidemic or quarantine restrictions, strikes, boycotts or labor disputes. However, the parties will agree to new dates to make up for such cancellations or postponement which shall not subject the **First Party** to any additional cost.

The **Second Party** and his/her project team shall not be liable for, and the **First Party** agrees to release and undertakes to defend, indemnify, and hold free and harmless the **Second Party**, and his/her project party from and against any and all damages to or losses of property or injury to or death of or any damages sustained or suffered by the participants from the First Party or third parties including cost and expenses except such as may be caused by the negligence or willful misconduct of the **First Party**, its directors, facilitators, resource persons or employees.

7. Payment

The **Second Party** shall be paid the amount of: **Four Million Five**

Hundred Thousand Pesos (P4,500,000.00) with thirty percent (30%) payable within seven (7) calendar days from signing of the contract; fifty percent (50%) after six (6) runs of the FLEX workshops; and the remaining twenty percent (20%) will be processed after the 13th run and upon acceptance of the final report by the **First Party**. The contract price is chargeable against the DBM Component of the EC Grant Health Sector Policy Support Programme (ASIE/2005/017-638).

Payment Schedule	Deliverables	Amount
Seven calendar days upon Signing of the Contract		Php 1,350,000.00
	<ol style="list-style-type: none"> 1. Inception report, which includes the profiles of the service provider's project team 2. Leadership and personal development activity modules 3. Communication plan <ol style="list-style-type: none"> a. Poster and brochure design b. DBM 100 launching video c. Info video about the workshop 4. Workshop Module/s 	
After conduct of 6 runs of the FLEX	Six (6) workshop runs Status Report and Feedback	Php 2,250,000.00
After the 13 th run and upon acceptance of the final report	Seven (7) workshop runs Final Report	Php P900,000.00
TOTAL		Php P4,500,000.00

8. Contract Expiration

This contract shall expire on **31 December 2012**. If the project is not concluded as of this date, **both parties** shall re-negotiate the terms and cost of the remaining activities and deliverables.

9. Termination

Notwithstanding any of the foregoing in the event that the **Second Party** breaches any of its obligations and responsibilities including its representations and warranties, as provided in this Agreement, the **First Party** shall have the right to immediately terminate this Agreement without incurring any penalties and with the right to reimbursement for any unused portion of the investment paid. The **First party**, therefore,

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shall be liable only for actual cost of the services or investment as of the date of termination.

10. Goodwill Clause Both parties have fully discussed the terms and conditions of this Agreement and had sufficient opportunity to negotiate the same. The **First Party** therefore accepts the above terms and conditions, and also acknowledges that this Agreement and its terms and conditions are printed for the purpose of convenience of the parties. **Both parties** hereby unconditionally waive any defense or cause of action that may be raised due to the form of this Agreement.

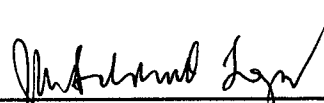

IN WITNESS WHEREOF, both Parties have hereunto set their hands this 5th day of November, 2012 at Manila.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

MARIA SOLEDAD D. LOPEZ

By:

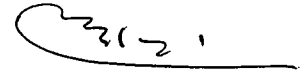

By:



LAURA B. PASCUA
Undersecretary
(First Party)

MARIA SOLEDAD D. LOPEZ
(Second Party)

Signed in the Presence of:



GIL P. MONTALBO
Assistant Secretary

LUISITO M. BENITEZ

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF MANILA) S.S.**

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

<u>NAME</u>	<u>COM. TAX CERT. NO.</u> DBM ID # 0072	<u>DATE/PLACE ISSUED</u> Valid thru 2012
Laura B. Pascua	<u>17352266</u>	<u>February 20, 2012/Manila</u>
Maria Soledad D. Lopez	<u>TIN #183-678-858/11139186</u>	<u>January 19, 2012 / Pasig City</u>

known to me and to me known to be the same persons who executed the following instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument refers to a Contract of Service consisting of six (6) pages signed on all pages by the parties and their instrumental witnesses on each and every page hereof.

NOV 0 - 2012

WITNESS MY HAND AND SEAL, this day of **November 2012** at Manila.

Doc. No. 201
Page No. 25
Book No. 25
Series of 2012.

Richard C. Cruz
RTY. RICHARD SEGERINDO C. CRUZ
 NOTARY PUBLIC - CITY OF MANILA
 ADMIN. NO. 101-108-1011 DEC. 31 2011
 REG. NO. 5-1039
 NO. 945 FOR AREA 101-108-1011
 101-108-1011-1011-1011
 TR NO. NLA. 101-108-1011-1011-1011
 NCLE COMPLIANCE NO. 111-0016301

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REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

NOTICE OF AWARD

26 October 2012

Ms. MARIA SOLEDAD D. LOPEZ

6F, Emerald Building,
F. Ortigas Jr. Rd., Ortigas Center
Pasig City

Dear Ms. Lopez:

We are pleased to inform you that the contract for the project "Customized Leadership and Personal Development Workshop" is hereby awarded to you in the amount of Four Million Five Hundred Thousand Pesos (Php 4,500,000.00).

Please coordinate with the Corporate Planning and Reforms Service (CPRS) for the implementation/execution of this project.

Thank you very much.

Very truly yours,


LAURA B. PASCUA
Department Undersecretary



REPUBLIC OF THE PHILIPPINES
Department of Budget and Management
Malacañang, Manila

NOTICE TO PROCEED

5 November 2012


Ms. MARIA SOLEDAD D. LOPEZ

6F, Emerald Building,
F. Ortigas Jr. Rd., Ortigas Center
Pasig City

Dear Ms. Lopez:

This is to inform you that performance of the obligations specified in the attached Contract for the "Customized Leadership and Personal Development Workshop" shall commence upon receipt of this Notice to Proceed.

Very truly yours,


LAURA B. PASCUA
Department Undersecretary

Received by:

(Print name, signature and date received)