

**CONTRACT FOR THE ENGAGEMENT OF AN
ISSUES AND MEDIA MANAGER CONSULTANT**

This Contract is entered into this _____ day of _____, 2013, by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM), a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at DBM Building II, Gen. Solano St., San Miguel Manila, represented herein by its Secretary, **FLORENCIO B. ABAD** ("the Client"), and

CHARISSE-FUSCHIA A. PADERNA ("the Consultant") of legal age with principal address at Unit 10-A Bellamaja Townhomes, 411 Rev. Aglipay St., Old Zanita, Mandaluyong City.

WHEREAS, the Department of Budget and Management (DBM) intends to hire a consultant to do work that is highly technical, as an Issues and Media Manager Consultant for the Office of the Secretary;

WHEREAS, based on the Curriculum Vitae submitted, the Secretary selected Ms. Charisse-Fuschia A. Paderna as Issues and Media Manager Consultant to implement the transparency, reform and open communications policy of the Aquino Administration;

WHEREAS, under Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, negotiated procurement may be resorted to in the case of Individual consultants engaged to do work that is highly technical or primarily confidential or policy determining, where trust and confidence are the primary considerations for the hiring of consultants;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. **Services** The Consultant shall perform the Services specified in Annex "A", Terms of Reference, which is made an integral part of this Contract ("the Services").

2. **Term** The Consultant shall perform the Services commencing **August 15, 2013** and continuing up to **February 15, 2014**, coterminous with the term of the Client, or any other period as may be subsequently agreed upon by the parties in writing.



3. **Payment**

For the Services rendered, the Client shall **pay the Consultant an amount not to exceed the sum of Fifty-Five Thousand Pesos (P55,000.00) per month**. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diems and profits, as well as any tax obligation that may be imposed on the Consultant.
4. **Project Administration**

The Client designates **Assistant Secretary Clare Cattleya G. Amador**, as Client's Coordinator. The Coordinator will be responsible for supervising the activities under this Contract, and prompt payment for services rendered by the Consultant, without necessarily limiting the reporting relationship of the Consultant to the signatory Secretary for the Client.
5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within six (6) months after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations, without the prior written consent of the Client.
7. **Ownership of Materials**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, exclusively for record purposes.
8. **Consultant not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract, the Consultant shall desist from providing goods, works or services similar to the Services herein to an entity other than the Client.
9. **Insurance**

The Consultant shall be responsible for taking out any appropriate insurance coverage.
- ~~10. **Assignment**~~

~~The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.~~



- 11. **Law Governing Contract and Language** The Contract shall be governed by the laws of the Philippines and the language of the Contract shall be English.
- 12. **Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. **Termination** The Client or the Consultant may extra-judicially terminate this Contract for any reason by notifying the other party in writing one (1) month prior to intended termination of the Contract.

DEPARTMENT OF BUDGET AND MANAGEMENT
By:


CONSULTANT


By:

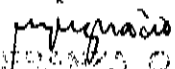

FLORENCIO B. ABAD
Secretary


CHARISSE-FUSCHIA A. PADERNA
Consultant

SIGNED IN THE PRESENCE OF:


Ina Rana
OSEC-PIU


Bea Vergara
OSEC-PIU

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

Cont 2013-8-1336
8/2/13



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:


NAME	VALID ID	VALID UNTIL
FLORENCIO B. ABAD	DBM ID No. 3706 CTC No. 300043118 issued on Jan. 23, 2013 at Basco, Batanes	2014 Dec. 2013
CHARISSE-FUSCHIA A. PADERNA	Passport No. <i>EB7670096</i> CTC NO. <i>01173022</i>	March 17, 2018 <i>2/3/13 - Manila</i>


known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This Contract for the **ENGAGEMENT OF AN ISSUES AND MEDIA MANAGER CONSULTANT** was signed by the parties, and signed/initialled by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 12th day of Aug., 2013.

Doc. No. 375;
Page No. 77;
Book No. I;
Series of 2013.


ROWENA CANDICE M. RUIZ
NOTARY PUBLIC-MANILA
COMMISSION SERIAL NO. 2012-084
UNTIL DECEMBER 31, 2013
ROLL NO. 49404, LBP LRN 05140
PTR NO. 1473608 | Manila | Jan. 16, 2013
LEGAL SERVICE, DBM
MABINI HALL, MALACANANG
MANILA



Terms of Reference

Issues and Media Manager Public Information Unit, Department of Budget and Management

Overview

1. The Issues and Media Manager is primarily responsible for ensuring timely and appropriate interventions and response to issues in the mainstream and online media that are related to public expenditure management. She is responsible for developing and editing statements, regular disclosures and other media materials of the Department of Budget and Management (DBM) and of its Secretary; and for promoting these in the mainstream and electronic media.
2. The Issues and Media Manager is a member of the Public Information Unit (PIU) of the DBM. She reports to the Secretary of Budget and Management, directly and/or through the Communication and Advocacy Consultant/PIU Coordinator as the case may be. She directly manages the performance of and gives assignments and instructions to the PIU Media Relations Officer (MRO) and News Writer.

Specific Tasks

1. Communication plan and message development – The Issues and Media Manager supports the Communication and Advocacy Consultant/PIU Coordinator in his primary responsibility of strategic communication planning and management:
 - a. Ensures that the messaging used in all press and other communication materials are in line with the strategic communication plan;
 - b. Profiles and monitors specific media issues, especially those with high prominence, and produces issue profiles and talking points for the Secretary
 - c. Ensures that the strategic messaging, reform initiatives and other key milestones of the DBM are promoted well in the mainstream and new media.
 - d. Supports the PIU Coordinator in drafting talking points and other materials to guide the Secretary and other DBM officials in their public speaking engagements and media appearances.
2. Press materials development and editing – She is primarily responsible for ensuring the quality of press materials and other public disclosures released by the DBM:
 - a. Primarily drafts press releases and statements, issue briefs, letters to the editor, opinion-editorial articles/feeds, photo release captions and others.
 - b. Develops a regular calendar of news stories for release to media partners, whether on a weekly or monthly basis, depending on the availability of story leads and prevailing budget issues in local/international media.
 - c. Edits materials she assigns to the MRO and News Writer.



- d. Ensures that the DBM develops and releases such press materials (ideally, daily). Specifically, ensure that regular disclosures (e.g. monthly allotment release and disbursement performance reports) are developed and released on schedule.
 - e. Directly takes-up draft press materials with the Secretary for review and approval; and regularly consults with the PIU Coordinator on the same.
3. Response to Media Issues – She is responsible for ensuring that the daily media cycle is monitored and assessed, for apprising the Secretary of key issues relating to public expenditure, and for ensuring timely and appropriate responses:
- a. Keeps track of and inventories media issues, the statements or responses of the DBM and of its officials on such issues; and develops/updates profiles and talking points on the same and makes recommendations on next steps to be taken.
 - b. Ensures that daily monitoring reports—produced by the outsourced media monitoring agency (to be hired) and the Media and Information Analyst—are delivered consistently and on time to the Secretary and other DBM officials.
 - c. Immediately informs the Secretary, the PIU Coordinator and other DBM officials, proposes responses to them (in the form of media materials and or events such as press conferences and media interviews) and seeks their advice in responding to key breaking news and/or media issue developments.
4. New Media Special Communication Materials and Projects – She is also tasked to assist in the new media engagements of the DBM, to develop special communication materials and to handle projects that implement the strategic communication plan. These include, but are not limited to:
- a. Writing content for the DBM institutional website, the DBM advocacy website (BudgetNgBayan.com, currently being developed) and the social network accounts of the DBM and/or of the Secretary.
 - b. In coordination with other relevant units/staff of the DBM, producing content for institutional and special publications, such as the People's Budget, presentations, brochures and other promotional materials on key reforms, etc.;
 - c. Via outsourced services, developing information graphics and other designs for publications and other materials;
 - d. Assist in or lead the development of audio-visual presentations and other multimedia content/materials;
5. Others Tasks
- a. The Issues and Media Manager has the prerogative to review and initiate amendments to the existing operational procedures and other arrangements in the PIU, with the concurrence of the Secretary and/or the PIU Coordinator.
 - b. While the MRO and News Writer has primary responsibility over engaging the press, the Issues and Media Manager also interacts with the press, markets media materials to them, help arrange press conferences, and assists the Secretary during media interviews, among others.





Official Receipt
of the
Republic of the Philippines

N^o. 1901989 M

Date Aug. 1, 2013

Agency DBM

Fund

Payor *Charice Fuschia Paderna*

Nature of Collection	Account Code	Amount
<i>Part of performance bond for consultancy services (James Media Manager consultant)</i>		P 16,500.-
TOTAL		P 16,500.-

Amount in Words *fifteen thousand five hundred pesos only*

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Received the amount stated above.

Loures T. Sia
LOURDES T. SIA
Chief AO-Cash Collecting Officer, AS

NOTE: Write the number and date of this receipt on the back of check or money order received.

[Handwritten signature]



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA

NOTICE OF AWARD

JUL 22 2013

MS. CHARISSE-FUSCHIA A. PADERNA

Unit 10-A Bellamaja Townhomes
411 Rev. Aglipay St., Old Zaniga
Mandaluyong City

Dear **Ms. Paderna:**

Based on the Department of Budget and Management - Bids and Awards Committee (BAC) Resolution No. 2013-⁴², we are pleased to inform that the consultancy contract for Issues and Media Manager Consultant is hereby awarded to you with a monthly fee of Fifty Five Thousand Pesos (P55,000.00) inclusive of taxes.

In this regard, you are hereby required to post a performance security in the amount and form provided in Section 39 of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, within ten (10) calendar days upon receipt of this notice.

Likewise, kindly secure a Philippine Government Electronic Procurement System Certificate of Registration within the above period in order for the BAC to comply with the posting requirement under Section 54.3 of the IRR of R.A. No. 9184.

Very truly yours,

~~_____~~
FLORENCIO B. ABAD

Secretary *FB*

for:
[Signature]
24 July 2013

[Signature]



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
MALACAÑANG, MANILA

NOTICE TO PROCEED

MS. CHARISSE-FUSCHIA A. PADERNA

Unit 10-A Bellamaja Townhomes
411 Rev. Aglipay St., Old Zaniga
Mandaluyong City

Dear **Ms. Paderna:**

The attached Contract having been approved, notice is hereby given to you that your work may commence as "Issues and Media Manager Consultant."

Thus, you shall be responsible for performing the services in coordination with the Office of Assistant Secretary Clare Cattleya G. Amador of this Department under the terms and conditions of the Contract and in accordance with the Terms of Reference.

Very truly yours,


FLORENCIO B. ABAD
Secretary