

5. Performance Standards

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

6. Complaints

(a) With respect to the quality of Services rendered by the CONSULTANT, the CLIENT shall notify the CONSULTANT of any complaint or claim within seven (7) days from the rendition of the objectionable Service. The CLIENT may inform the CONSULTANT verbally or in writing about its complaint.

7. Confidentiality

The Consultant shall not, during the term of this Contract and within one (1) year 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.

Confidential information is defined in this contract as all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

The foregoing provisions shall not apply in any of the following instances:

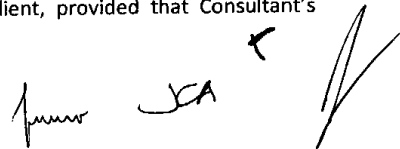
- (a) If the Confidential Information, or any part thereof, is at the time of disclosure by the Consultant, already part of the public domain or has become generally available to the public, other than by reason of a breach of the terms of this Section;
- (b) If disclosure of the Confidential Information, or any part thereof, is required by competent governmental or other regulatory authorities pursuant to applicable laws and regulations in force in the Philippines; or
- (c) If the Confidential Information or any part thereof is or has been acquired by the Consultant from other persons who received such information from third persons and/or the Client but are not bound under any confidentiality agreement therewith.

8. Ownership of Materials


Any studies, reports, and layered files 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 materials, exclusively for record purposes.

9. Engagement in projects with entities other than

The Consultant may engage in other similar projects to entities other than the Client, provided that Consultant's

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a signature that appears to be 'JEA', another signature that is more stylized, and a third signature that is very stylized and possibly 'JEA'.

- the Client** undertaking with the Client shall not be delayed nor prejudiced on account of the other projects herein referred to.
- 10. Insurance** The Consultant shall be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of the Philippines, and the language of the Contract shall be in English.
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication or arbitration, in accordance with the laws of the Client's country.
- 14. 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, in accordance with the provisions of Republic Act 9184 or the Government Procurement Reform Act, its Implementing Rules and Regulations, and the above-cited guidelines.
- 15. Performance Security** The Consultant shall post a performance security equivalent to 5% of the total contract price. The same will be returned to the Consultant after the completion of the undertaking.
- The performance security shall be released to the Consultant after the Client has issued a Certificate of Acceptance to the former, subject to the following conditions:
- a) Client has no claims filed against the Consultant;
 - b) Client has no claims for labor and materials filed against Consultant; and
 - c) Other terms of the contract.

Amur JCA 

FOR CLIENT:

CONSULTANT:

~~_____~~
HON. FLORENCIO B. ABAD
Secretary of Budget and Management
 Gen. Solano St, San Miguel, Manila

Joanna C. Arriola
JOANNA C. ARRIOLA
Consultant
 2723 Sabio St., Chino Roces Ave. Makati
 City, 1231

WITNESSES:

Francis Y. Capistrano
FRANCIS Y. CASTRANO

Enrico de Castro
ENRICO DE CASTRO

Funds Available:
propaganda
ESPERANZA Q. IGNACIO
 CPA Accountant

DOCT# 2014-5-975
JF 2/2014

Enrico *JA* *[Signature]*



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

NOTICE OF AWARD

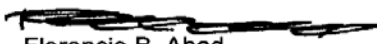
29 May 2014

MS. JOANNA C. ARRIOLA
2723 Sabio St., Chino Roces Ave.
Makati City, Philippines 1231

Dear Ms. Arriola:

We are pleased to inform you that the consultancy contract for Social Media is hereby awarded to you with a consultancy fee of One Hundred and Ninety-Five Thousand Pesos (P195,000.00) inclusive of taxes from June 01 to August 31, 2014.

Very truly yours,


Florencio B. Abad
Secretary



received:

Joanna Arriola

JOANNA ARRIOLA 05/30



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

NOTICE TO PROCEED

01 June 2014

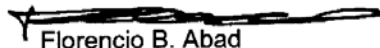
MS. JOANNA ARRIOLA
2723 Sabio St., Chino Roces Ave.
Makati City, Philippines 1231

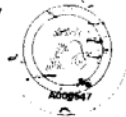
Dear Ms. Arriola:

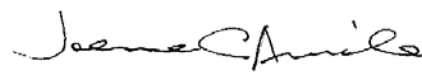
The attached Contract having been approved, notice is hereby given to you that your work may commence as the Social Media Consultant.

Thus, you shall be responsible for performing the services in coordination with the Office of the Secretary 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



received:

JOANNA ARRIOLA 06/02