

necessarily limiting the reporting relationship of the Consultant to the signatory Secretary of the Client.

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.

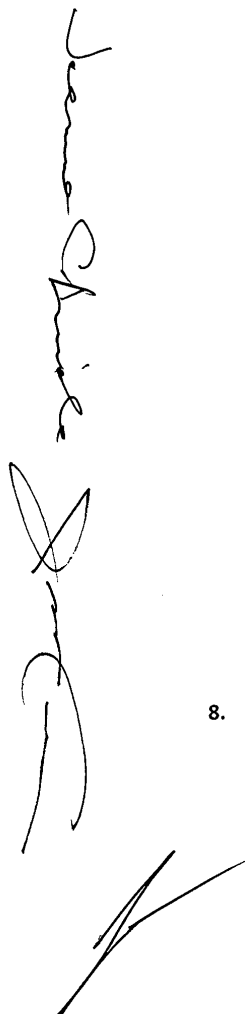
Confidential information is defined in this contract as all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

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.



Handwritten signatures and initials on the left side of the page, including a vertical signature that appears to read 'James Chua' and several other scribbled marks.



A small handwritten mark resembling a stylized arrow or checkmark pointing to the left.

9. Engagement in projects with entities other than the Client

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

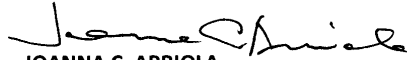


FOR CLIENT:



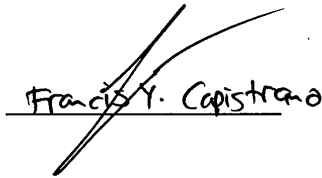
HON. FLORENCIO B. ABAD
Secretary of Budget and Management
Gen. Solano St, San Miguel, Manila

CONSULTANT:

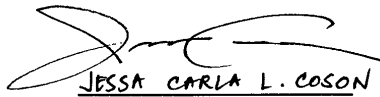


JOANNA C. ARRIOLA
Consultant
2723 Sabio St., Chino Roces Ave. Makati
City, 1231

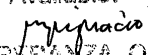
WITNESSES:



Francis Y. Capistrano



JESSA CARLA L. COSON

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

OUR# 2014-01-0018

1/15/2014

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	Community Tax Certificate/ Government ID No.	Date and Place Issued
FLORENCIO B. ABAD	CTC No. <u>21506008</u> DBM ID No. 3706	<u>Basco, Batanes</u> Manila
JOANNA C. ARRIOLA	<u>CTC 28858203</u> <u>DRIVER'S LICENSE</u> <u>N04-94-303332</u>	<u>27 JAN 2014</u> <u>3 APR 2013</u>

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 SOCIAL MEDIA CONSULTANT was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this JAN 30 2014 day of _____, 2014.

Doc. No. 412
Page No. 83
Book No. 3
Series of 2014.

Ronald Segundo C. Ching
ATTY RONALD SEGUNDO C. CHING
 NOTARY PUBLIC
 ADM. NO. 2013-040
 UNTIL DEC. 31, 2014
 PTR NO. 2452159 / 1-2-14 M.L.A.
 IBP NO. 928492 / 12-10-12 M.L.A.
 ROLL NO. 2452159 M.L.A.
 MCLE COMPLIANCE NO. 00000000

Joanna C. Arriola

[Signature]

[Signature]



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

NOTICE OF AWARD

20 January 2014

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


Dear Ms. Arriola:

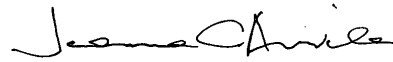
We are pleased to inform you that the consultancy contract for Social Media is hereby awarded to you with a consultancy fee of Two Hundred and Twenty-Five Thousand Pesos (P225,000.00) inclusive of taxes from January 15 to April 15, 2014.

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, please secure a Philippine Electronic Procurement System Certificate of Registration within the above-mentioned period in order for the Bids and Awards Committee (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


23 Jan 2014



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

NOTICE TO PROCEED

30 January 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


30 Jan 2014