

3. **Payment**

For the Services rendered, the Client shall **pay the Consultant an amount not to exceed the sum of Sixty Five Thousand Pesos (P65,000.00) 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:



FLORENCIO B. ABAD
Secretary


CONSULTANT


By:

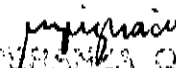


FRANCIS Y. CAPISTRANO
Consultant

SIGNED IN THE PRESENCE OF:


JOHN MICHAEL NARUSO
OSE & STRAT COMM


Lance Andrew D. Viado
OSE & STRAT COMM

Funds Available:

ESPIRANZA Q. IGNACIO
Chief Accountant

DOH 2013-E-1337

2/2/13

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
FRANCIS Y. CAPISTRANO	Passport No. <i>EB1775027</i> CTC: C012011 1403109	<i>20 Jan 2014</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 STRATEGIC COMMUNICATION 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 SEP 01 2013 day of _____, 2013.

Doc. No. *393*
Page No. *80*;
Book No. *9*;
Series of 2013.

[Signature]
ATTY. ROBERT FRANCIS B. CORTES
Notary Public-Manila
Commission No. 2013-159 until 12-31-14
IBP No. 02452-LIFETIME
PTR No. 152023-000, 01-29-13
Kull No. 01087
MCLE Compliance No. 10017821/A-15-13
W/F G/F [Signature]
350 A.L. Villegas St., Ermita, Manila 1000
Tel. No. 4821709, 2104506

Terms of Reference

STRATEGIC COMMUNICATION CONSULTANT

Rationale

In the first half of the current administration, the Department of Budget and Management (DBM) has spearheaded the roll-out of critical budgeting and governance reforms. While such reforms have achieved significant levels of success, the DBM needs to ensure the continuity and the delivery of intended results of current reforms, the effective roll-out of new initiatives under the reform roadmap, as well as the irreversibility of all these reforms over the long term.

Achieving the strategic success of the DBM's budget and governance reform agenda requires strategic, cohesive and effective marketing of reforms to enhance the knowledge and secure the buy-in of critical constituencies—from internal DBM and government audiences, to external stakeholders (e.g. civil society, private sector, media, etc.) and the general public. With this, the engagement of a Strategic Communication Consultant is being proposed.

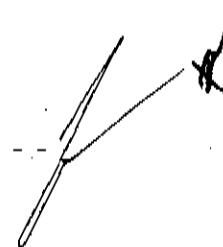
Overview of Engagement

1. The Strategic Communication Consultant is primarily responsible for developing and coordinating the implementation of a DBM Strategic Communication Plan that will steer all DBM internal and external communication efforts. The components of this Plan include but are not limited to strategic messaging and branding, institutional identity, publications development, multimedia development, and stakeholder relations and media strategy.
2. This Consultant will be engaged to fulfill confidential and highly technical functions at the Office of the Secretary. He shall report to the DBM Secretary, directly and through the Assistant Secretary / Chief-of-Staff. Under their direction, he shall coordinate all internal and communication activities of the DBM and to coordinate these with other Departments and entities. He shall render work in the workstation designated by the DBM Secretary.

Work Scope and Specific Deliverables

1. Strategic Communication Plan Development and Coordination – formulate and execute such plan, which will tie together all internal and external communication requirements of the DBM, under the direction of the DBM Secretary. In fulfilling this, he shall:
 - a. propose and coordinate the implementation of surveys, focus-group discussions, consultations, media analyses, among other communication research activities;
 - b. with the support of the DBM-OSEC-Public Information Unit, monitor and-profile public issues that pose an enterprise risk to the DBM, and propose necessary interventions;
 - c. coordinate DBM communication efforts with relevant units of the Department and its donor-funded projects, as well as with other Departments.
2. Strategic Messaging, Brand Development and Institutional Identity – ensure a strategic and coherent messaging, branding and identity implementation for DBM. In particular:

- a. develop core messages for the institution and for specific reforms and issues, which will guide the public statements of the DBM Secretary and its other officials;
 - b. write and edit speeches, talking points, papers and other statements for the Secretary as well as for other DBM officials, as needed;
 - c. develop branding strategies for the DBM, for the annual budget and for key reforms;
 - d. coordinate the development of a DBM institutional identity.
3. Publications and Multimedia – develop the relevant content and materials that will be used to promote the DBM's key reforms with its various stakeholders, ensuring that such materials are relevant to specific audiences. In particular:
- a. lead the execution of the Budget ng Bayan / People's Budget project, a branding campaign and series of communication materials that seeks to bring the budget and budget reforms closer to the people, particularly specific external audiences.
 - b. coordinate the development of publications, collaterals, among other printed materials, as well as multimedia materials which include but are not limited to audio-visual presentations, online and social media applications, among others.
 - c. support the development of key budget documents, including but not limited to the President's Budget Message, and help ensure their compliance with the standards of the Open Budget Survey of the International Budget Partnership;
 - d. coordinate the execution of internal communication and knowledge management activities for DBM rank-and-file as well as counterparts in other government agencies.
4. Stakeholder Relations and Media Strategy – ensure that the right messages and channels are used in building deeper relationships with key internal and external stakeholders targeted by the DBM. In fulfilling this, he shall:
- a. map, segment and profile DBM's stakeholders, and develop appropriate communication materials and activities for these (*note: this segmentation of stakeholders shall be a core component of the DBM Strategic Communication Plan*);
 - b. coordinate with the relevant DBM offices who interface with key stakeholders of DBM (e.g. PIU for media practitioners; Civil Society Organizations (CSO) Desk for CSOs; etc.);
 - c. coordinate the development of a single mailing and distribution network for DBM.

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, located in the bottom right corner of the page.



Official Receipt
of the
Republic of the Philippines

No. 1901968 M

Date May 31, 2012

Agency DBM

Fund

Payor Francis Y. Capistrano

Nature of Collection	Account Code	Amount
Payment of Surety Performance Bond as Consultant		P 2,700 -
TOTAL		P 2,700 -

Amount in Words *Two thousand seven hundred fifty 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 Account Division, AS

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

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Date
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receipt on received

		Official Receipt of the Republic of the Philippines	
		No. 1901949 M	
		Date <i>Oct. 4, 2010</i>	
Agency <i>DBM</i>		Fund	
Payor <i>Francis Y. Capistrano</i>			
Nature of Collection	Account Code	Amount	
<i>Payment of surety/ performance bond as consultant</i>		P <i>13,750.00</i>	
		f	
TOTAL		P 13,750.00	
Amount in Words, <i>Thirteen thousand Seven hundred fifty pesos only</i>			
<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order	Drawn Bank <input type="checkbox"/>	Number	Date
Received the amount stated above.			
<i>Lourdes M. Sia</i> LOURDES M. SIA Cash Division, AS			
NOTE: Write the number and date of this receipt on the back of check or money order received.			

[Handwritten marks and signatures]



Official Receipt
of the
Republic of the Philippines

Nº 1901990 M

Date Aug. 1, 2013

Agency DBM

Fund

Payor *France Capistrano*

Nature of Collection	Account Code	Amount
<i>Pft. of consultancy services performed</i>		P
<i>bond (DBM's strategic communication consultant)</i>		3,000
TOTAL		P 3,000

Amount in Words *Three thousand 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.

Lourdes I. Sia
LOURDES I. SIA
Chief of Cash Division, FAS

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



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

NOTICE OF AWARD

JUL 27 2013

MR. FRANCIS Y. CAPISTRANO
2010 Berkeley Residences
Katipunan Avenue
Quezon City


Dear **Mr. Capistrano**:

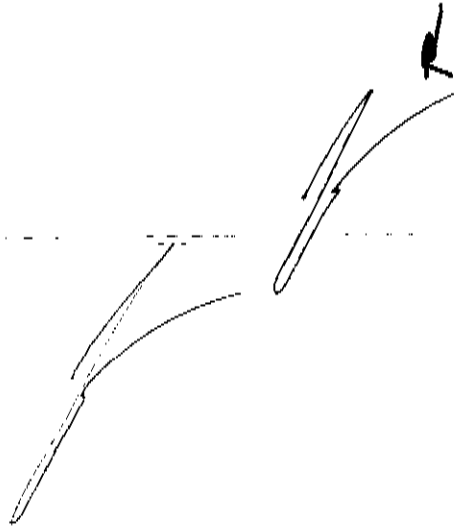
Based on the Department of Budget and Management - Bids and Awards Committee (BAC) Resolution No. 2013-___, we are pleased to inform that the consultancy contract for the DBM's Strategic Communication Consultant under the Office of the Secretary is hereby awarded to you with a monthly fee of Sixty-Five Thousand Pesos (P65,000.00), 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



receiving copy
PIU



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

NOTICE TO PROCEED

MR. FRANCIS Y. CAPISTRANO
2010 Berkeley Residences
Katipunan Avenue, Quezon City

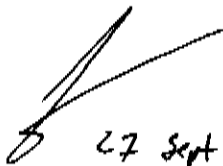
Dear **Mr. Capistrano**:

The attached Contract having been approved, notice is hereby given to you that your work may commence as "Strategic Communication 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


27 Sept 2013