

**CONTRACT FOR THE ENGAGEMENT OF A
GRAPHIC AND INFORMATION DESIGN CONSULTANT
FOR THE 2015 PROPOSED BUDGET IN BRIEF
AND MONOGRAPH ON BUDGET REFORMS**

This contract ("Contract") is entered into this 7th day of July, 2014 by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT ("the Client") represented herein by **Secretary FLORENCIO B. ABAD**, of legal age, having its principal place of business at Boncodin Hall, General Solano Street, San Miguel, Manila, and

DANIEL GABRIEL U. MATUTINA ("the Consultant"), of legal age with principal address at Unit 303 Prince David Condominium, 305 Katipunan Ave., Loyola Heights, Quezon City

WHEREAS, the Client intends to require the Consultant to perform certain services and Consultant is willing to perform the same;

NOW, THEREFORE, THE PARTIES hereby 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 THE 7 th of July 2014 and continuing up to the 6 th of September 2014, coterminous with the signatory Secretary 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 Two Hundred Thousand Pesos (P200,000.00), inclusive of all taxes, subject to the terms of payment specified in the attached GRAPHIC AND INFORMATION DESIGN CONSULTANT FOR THE 2015 PROPOSED BUDGET IN BRIEF AND MONOGRAPH ON BUDGET REFORMS Terms of Reference, a copy of which is attached and made an integral part hereof as "ANNEX A". |

Release of payment is subject to the submission of the Consultant of the all the deliverables enumerated in Annex A, as well as an accomplishment report, and the issuance of the Client of a Certificate of Acceptance after receipt of the abovementioned deliverables.



4. Project Administration

The Client designates **Clare Cattleya G. Amador** as Client's Coordinator. The Coordinator will be responsible for supervising the activities under this Contract, and prompt payment of services rendered by the Consultant, without 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 on the 2015 Proposed National Budget, 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 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:



DANIEL GABRIEL U. MATUTINA
Consultant
Unit 303 Prince David Condominium, 305
Katipunan Ave., Loyola Heights, Quezon
City

WITNESSES:


Francisco Capistrano


JOANNA MANKIS



CERTIFIED FUNDS AVAILABLE:

JEFFREY D.M. GALARPE
ACCOUNTANT III

OR # 0012014-06-114
06/25/14

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>201201506008</u> DBM ID No. 3706 | <u>Jan 30 2014</u> <u>Bases Batahan</u> Manila |
| DANIEL GABRIEL U. MATUTINA | <u>SSS 06-2305657-2</u> | <u>Q.C.</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 GRAPHIC AND INFORMATION DESIGN CONSULTANT FOR THE 2014 PEOPLE'S BUDGET was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of JUL 07 2014, 2014.

Doc. No. ; 448
Page No. ; 91
Book No. ; LXXXIX
Series of 2014.


ATTY. DOLORESINDO I. PANER
NOTARY PUBLIC-UNTIL DEC 31, 2015
350 A.J. VILLEGAS ST. MALATE, MANILA TEL. 527 5823
PTR NO. 2502033 - 01/02/14 BP NO. 941386 - 10/01/13
COMM NO. 2014-027 / ROLL NO. 21082
TIN NO. 118-701-898-000
MCLE COMPLIANCE 22 JUNE 13 - 27 JULY 13

