

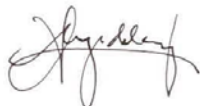
## CONSULTANCY CONTRACT

This CONTRACT ("Contract") is entered into this 13<sup>th</sup> of March, 2014 by and between the **Department of Budget and Management** ("the Client") represented herein by **Secretary FLORENCIO B. ABAD**, having its principal place of business at Boncodin Hall, General Solano Street, San Miguel, Manila, and **Mr. KEEFE ELDRIK A DELA CRUZ** ("the Consultant") residing at 52-B July St., Congressional Village, Phase 1, Brgy. Bahay Toro, 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 **March 13, 2014** and continuing up to **September 12, 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 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 **Undersecretary Richard E. Moya**, 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 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.
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.

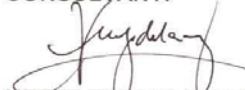


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| 8. <b>Consultant not to be Engaged in Certain Activities</b> | The Consultant agrees that, during the term of this Contract, the Consultant shall desist from providing goods, works or services similar to the Services herein to an entity other than the Client. |
| 9. <b>Insurance</b>  | The Consultant shall be responsible for taking out any appropriate insurance coverage.   |
| 10. <b>Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion thereof without the Client's prior written consent.  |
| 11. <b>Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of the Philippines and the language of the Contract shall be English.   |
| 12. <b>Dispute Resolution</b>                                | 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. <b>Termination</b>                                       | 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.        |

**FOR THE CLIENT:**

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

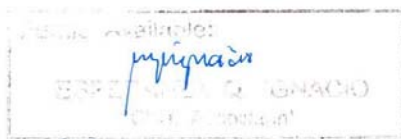
**CONSULTANT:**

  
**KEEFE ELDRIK A. DELA CRUZ**  
 Consultant  
 52-B July St., Congressional Village, Phase 1, Brgy. Bahay Toro, Quezon City

**WITNESSES:**

  
**RICHARD E. MOYA**  
 Undersecretary, DBM

  
**MINDA P. MONTECLARO**



DOOR # 2014-3.374  
 3/12/2014



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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
City of Manila ) S.S.

BEFORE ME, this MAR 18 2014 day of March, 2014, personally appeared

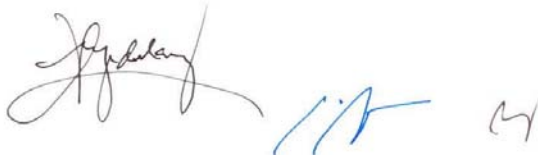
Name	CTC No. and Valid ID	Date and Place of Issue
FLORENCIO B. ABAD	CTC No. 21506008	1/30/2014; Basco, Batanes
	Passport No. DE0002443	11/27/2012; Manila Valid until 11/26/2017
KEEFE ELDRIK A. DELA CRUZ	CTC No. 34225342	1/6/2014; Manila
	Passport No: EB3309634	8/9/2011, Manila Valid until 8/8/2016

known to me to be the same persons who executed the foregoing instrument consisting of seven (7) pages including this page of Acknowledgment and Annex "A," and acknowledged to me that same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals they represent.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

Doc. No. 352 ;  
Page No. 74 ;  
Book No. 1 ;  
Series of 2014.

  
**ATTY. JEMA S. MACARAOG**,  
Notarial Commission No. 2013-047  
Notary Public for Manila  
Until December 31, 2014  
282 FGI Building, Aguado, San Miguel, Manila  
Roll No. 59867  
PTR No. 2593274/issued on 01-15-2014/Manila  
IBP No. 905769/issued on 11-14-2012/Pasig





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

**NOTICE OF AWARD**

10 March 2014

**MR. KEEFE ELDRIK A. DELA CRUZ**

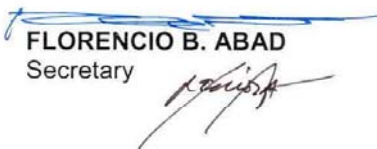
52-B July St.,  
Congressional Village, Phase 1,  
Brgy. Bahay Toro, Quezon City

Dear **Mr. dela Cruz**:

Please be informed that you are hereby awarded the Contract of Consultancy Services as Information & Communications Technology (ICT) Budget Consultant and Senior Project Coordinator under the Office of the Undersecretary Richard E. Moya with a contract price of Fifty-Five Thousand Pesos (P55,000.00) per month, for a period of six (6) months effective March 13, 2014.

Kindly acknowledge the receipt of this Notice with a Letter of Acceptance pursuant to DBM BAC requirements.

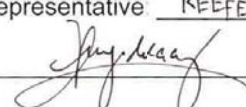
Very truly yours,

  
**FLORENCIO B. ABAD**

Secretary

I acknowledge receipt and acceptance of this Notice on: March 12, 2013

Name of Consultant and/or Representative: KEEFE ELDRIK ANG DELA CRUZ

Authorized Signature: 



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

**NOTICE TO PROCEED**

March 12, 2014

**MR. KEEFE ELDRIK A. DELA CRUZ**

52-B July St.,  
Congressional Village, Phase 1,  
Brgy. Bahay Toro, Quezon City

Dear **Mr. dela Cruz**:

The attached Contract Agreement having been approved, notice is hereby given to you that your work may commence as "Information & Communications Technology (ICT) Budget Consultant and Senior Project Coordinator."

Accordingly, you shall be responsible for performing services for this Department under the terms and conditions of the Contract and in accordance with the Terms of Reference.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below, in two copies. Keep one copy and return the other to the Department of Budget and Management.

Very truly yours,

  
**FLORENCIO B. ABAD**

Secretary

I acknowledge receipt and acceptance of this Notice on: March 12, 2014

Name of Consultant and/or Representative: Keefe (Dr) Eldrik Ang dela Cruz

Authorized Signature: 