

**CONTRACT AGREEMENT FOR THE RE-ENGAGEMENT OF SERVICES OF
SENIOR TECHNICAL CONSULTANT FOR THE PRIVATIZATION GROUP IN THE
DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this JUN 22 2023 day of _____ 2023 in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF FINANCE**, a government agency of the Republic of the Philippines with principal office at the 6th Floor, DOF Building, Roxas Boulevard, Manila, herein represented by **Undersecretary BAYANI H. AGABIN**, hereinafter referred to as the "**DEPARTMENT**";

-and-

Mr. JONATHAN LUKE L. TAN, of legal age, Filipino and a resident of _____ hereinafter referred to as the "**CONSULTANT**".

The Department and the Consultant shall be collectively referred herein as the **PARTIES**."

WITNESSETH That:

WHEREAS, the Privatization Group has a broad range of responsibilities where it plays a vital role in the implementation of the government's Public-Private Partnership (PPP) projects, as well as in overseeing the government's privatization program;

WHEREAS, the engagement of the Senior Technical Consultant shall augment the expertise needed in the role of the Privatization Group specially in matters pertaining to the administration's drive to roll-out Government Projects, and the privatization of government-owned and controlled corporations ("GOCC") and other assets;

WHEREAS, the DEPARTMENT needs to re-engage the services of Senior Technical Consultant;

WHEREAS, as provided under Section 53.7 of the 2016 Revised Implementing Rules and Regulations (2016 Revised-IRR) of Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultants hired to do work that is: (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant; Provided, That the term of the individual consultants shall, at the most, be on a six month basis renewable at the option of the appointing Head of the Procuring Entity (HoPE), but in no case shall exceed the term of the latter;

WHEREAS, the re-engagement of the services of Mr. Jonathan Luke L. Tan is necessary where his technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 023-2023 dated June 1, 2023, it was resolved to recommend the re-engagement of the consulting services of Mr. Jonathan Luke L. Tan through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall re-engage the services of the CONSULTANT for the provision of the Services for the period of July 1, 2023 to December 31, 2023;

WHEREAS, the CONSULTANT is willing to provide the services and technical assistance to the DEPARTMENT;

WHEREAS, the DEPARTMENT has issued Obligation Request and Status No. 011021012023-06-000229 dated June 16, 2023 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

1. SCOPE OF SERVICES

The CONSULTANT shall have the following duties and functions:

- a. Review the viability of the marketing plans proposed for the government assets for disposition;
- b. Provide sound direction and support in Project Management relative to the Privatization Group's role in the implementation of the government's Public-Private Partnership (PPP) projects;
- c. Contribute to and support the effective communications plan for the Build Operate Transfer (BOT) Law IRR revision and the enactment of the proposed PPP Act;
- d. Review projects or similar projects with variations to determine policies and guidelines set by the National Economic and Development Authority (NEDA) Board and/or Investment Coordination Committee (ICC) in the distribution of risks and management of Government exposure, including contingent liabilities;
- e. Assist the Undersecretary to any Board functions she is representing, which among others as alternate Chair of the Secretary of Finance to the Power Sector Assets and Liabilities Management Corporation (PSALM) Board, that reports to the Department of Energy which directly supervises all energy related programs, projects and activities, including restructuring of the electricity industry; and
- f. Review Board resolutions referred for signature/approval of the Undersecretary.

2. CONSULTANCY FEE

For and in consideration of the Services rendered by the CONSULTANT, the DEPARTMENT hereby agrees to pay the former a monthly fee of ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00) for six (6) months or an aggregate amount of NINE HUNDRED THOUSAND PESOS (P900,000.00), subject to withholding tax and any and all taxes payable to the government. All payments made under this CONTRACT shall be subject to applicable government accounting and auditing rules and regulations. The CONSULTANT shall not be entitled to fringe benefits, representation and transportation allowance, and other allowances and incentives given to DEPARTMENT employees.

3. **CONFLICT OF INTEREST**

The CONSULTANT commits to provide technical, objective and impartial services to the DEPARTMENT and at all times uphold its paramount interests without consideration for future work assignments that may place the CONSULTANT in a position of not being able to carry out the assignments in the best interest of the DEPARTMENT.

4. **CONFIDENTIALITY CLAUSE/NON-DISCLOSURE**

Except with the prior written consent of the DEPARTMENT, the CONSULTANT shall not at any time communicate to any person or entity any confidential information acquired in the course of the performance of the Services, nor shall the CONSULTANT make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the CONSULTANT arising out of, or in connection with, the performance of the Services under this CONTRACT that is not otherwise available to the public.

5. **NO EMPLOYER – EMPLOYEE RELATIONSHIP**

It is expressly understood and agreed that the CONSULTANT assigned to the DEPARTMENT is not an employee of the DEPARTMENT. It is further understood and agreed that any personal injury, death or damage sustained by the CONSULTANT during the performance of his duties or while within premises of the DEPARTMENT attributable to the acts, omissions, or fault of the DEPARTMENT shall be the liability of the official, employee or agent concerned.

6. **CONSULTANT'S LIABILITY**

The CONSULTANT shall indemnify the DEPARTMENT for any and all damages that the DEPARTMENT may incur due to the fault, negligence, error or omission of the CONSULTANT, without prejudice to other legal remedies available to the DEPARTMENT.

7. **EFFECTIVITY DATE AND DURATION OF CONTRACT**

This CONTRACT shall be in force for the period July 1, 2023 to December 31, 2023.

8. **AMENDMENT AND MODIFICATION**

No addendum or amendment to this CONTRACT shall be valid and binding between the PARTIES, unless it is in writing and signed by the PARTIES or their authorized representatives.

9. **VENUE**

In case of any litigation arising from this CONTRACT, the PARTIES agree that the competent courts of Manila shall be the exclusive venue, to the exclusion of all other courts or tribunals.

10. **TERMINATION OF CONTRACT**

Either the DEPARTMENT or the CONSULTANT may terminate this CONTRACT no less than thirty (30) days upon service of prior written notice to the other party.

11. **SEPARABILITY**

If any one or more of the provisions contained in this CONTRACT or any documents executed in connections herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

12. **DATA PRIVACY COMPLIANCE**

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the DEPARTMENT and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this CONTRACT.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.


13. **CONSENT TO THE PROCESSING OF PERSONAL INFORMATION**

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of his personal information collected under this CONTRACT, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this JUN 22 2023 day of _____ 2023 at Manila, Philippines.

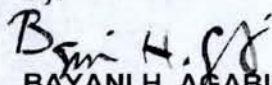
CONSULTANT

By:


JONATHAN LUKE L. TAN
Consultant

DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila)s.s

BEFORE ME this JUN 22 2023 day of _____ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN _____ and his government issued ID _____ issued on _____ at _____ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. Jonathan Luke L. Tan with TIN _____ and his government issued ID _____ issued on _____ at _____, both known to me to be the same persons who executed the foregoing contract, consisting of five (5) pages including this page, and who acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government entity which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

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Book No. 1X
Series of 7023

[Signature]
ATTORNEY AT LAW
NOTARY PUBLIC
NOTARY PUBLIC CITY OF MANILA
APPOINTMENT 097/12/31/2023 MANILA
IBP NO. 181139 / 01/03/2023
PTR N. 0941245 / 01/09/2023
ROLL NO. 29670, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025
24 1411 TAYUMAN ST., STA. CRUZ, MANILA



Republic of the Philippines
DEPARTMENT OF FINANCE

Roxas Boulevard Corner Pablo Ocampo, Sr. Street
Manila 1004

June 20, 2023

Mr. JONATHAN LUKE L. TAN
Consultant

Subject: NOTICE TO PROCEED

Dear Mr. Tan:

In view of the award of the Contract for the re-engagement of Services of Senior Technical Consultant ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from July 1, 2023 to December 31, 2023.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


JONATHAN LUKE L. TAN

Date: Jun 22, 2023