



Republic of the Philippines  
**DEPARTMENT OF FINANCE**  
Roxas Blvd. corner P. Ocampo St., 1004 Manila



July 30, 2024

**Mr. EASTWORD D. MANLISES**  
Consultant

**Subject: NOTICE TO PROCEED**

**Dear Mr. Manlises:**

In view of the award of the Contract for the engagement of Services of Technical Consultant as Team Leader and Contextual Information Chapter Writer of the Tenth PH-EITI Report for FY 2022 ("the Contract"), you are hereby given Notice to Proceed to render said consultancy services for this Department.

This Contract shall be effective from August 1, 2024 to December 31, 2024.

Thank you.

Very truly yours,

  
**BAYANI H. AGABIN**  
Undersecretary

CONFORME:

  
**EASTWORD D. MANLISES**

Date: August 1, 2024



**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF  
TECHNICAL CONSULTANT AS TEAM LEADER AND CONTEXTUAL INFORMATION  
CHAPTER WRITER OF THE TENTH PH-EITI REPORT FOR FY 2022 IN THE  
DEPARTMENT OF FINANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT entered into this     AUG 01 2024     day of \_\_\_\_\_ 2024 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 6<sup>th</sup> Floor, DOF Building, Roxas Boulevard, Manila, herein represented by **Undersecretary BAYANI H. AGABIN**, hereinafter referred to as the "**DEPARTMENT**";

-and-

**Mr. EASTWORD D. MANLISES**, 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**."

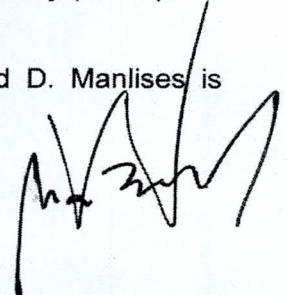
**WITNESSETH That:**

WHEREAS, the Extractive Industries Transparency Initiative (EITI) is an international multi-stakeholder initiative that promotes a global standard for the open, accountable, and good governance of oil, gas, and mineral resources. Each member country works to implement the EITI Standard, which requires a multi-stakeholder group (MSG) to oversee the EITI process and publish timely, relevant, and comprehensive data and information on the extractives either in an annual country report, or, whenever feasible, through systematic disclosure in publicly accessible platforms or portals. Required EITI disclosures include beneficial ownership, exploration, production, export, revenue, employment, and social and environmental data, among other useful information. The EITI Standard encourages MSGs to explore innovative approaches to extending EITI implementation to increase the comprehensiveness of EITI reporting and public understanding of revenues and encourage high standards of transparency and accountability in public life, government operations, and business;

WHEREAS, the DEPARTMENT needs to engage the services of 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 engagement of the services of Mr. Eastword D. Manlises is necessary where her technical expertise can be fully tapped;





WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 030-2024 dated 10 July 2024, it was resolved to recommend the engagement of the consulting services of Mr. Eastword D. Manlises through negotiated procurement because the work to be performed is highly technical in nature;

WHEREAS, the DEPARTMENT shall engage the services of the CONSULTANT for the provision of the Services for the period of August 1, 2024 to December 31, 2024;

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. 011011012024-07-001602 dated 30 July 2024 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

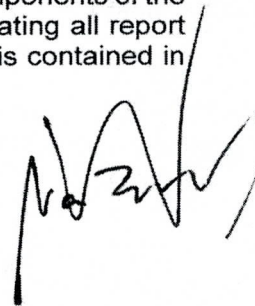
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

**1. SCOPE OF SERVICES**

The CONSULTANT shall have the following duties and functions:

- a. Overall-in charge of preparing, consolidating and editing all chapters of FY 2022 Report into one comprehensive, consistent, coherent, and cohesive document;
- b. Prepare and submit an inception report containing a proposed and detailed outline of the narrative or write-up, and a description of the approach and technical research methodology to be employed;
- c. Review previous PH-EITI reports, and assess and identify which contents must be republished or updated in the FY 2022 Report;
- d. Review initial information gathered by the PH-EITI Secretariat on the aforementioned EITI requirements, and gather additional data/information, as necessary;
- e. Evaluate PH-EITI's progress in addressing the corrective actions and strategic recommendations prescribed by the EITI Board in anticipation of its upcoming Validation in 2025;<sup>1</sup>
- f. Perform a comprehensive mapping of all data necessary for EITI reporting by:
  - i. Identifying and documenting all links from existing government and company platforms that currently disclose EITI requirements.;
  - ii. Assessing the extent to which the data disclosed by these government and company platforms adhere to the level of detail and timeliness mandated by the latest EITI Standard;
  - iii. Identify any discrepancies or gaps in compliance; and
  - iv. Evaluate PH-EITI's reporting templates in comparison to the results of the previous activities outlined above.
- g. Advise the MSG on what information should be required of EITI reporting entities to ensure the comprehensiveness and credibility of the contextual information chapter of the FY 2022 Report;
- h. Coordinate with the consultants of the other chapters/components of the FY 2022 Report on the terms and procedures for integrating all report components to ensure that data, information and analysis contained in

<sup>1</sup> See <https://eiti.org/board-decision/2022-17>.





the report are consistent, clearly sourced or attributed, and well-consolidated;

- i. Submit a draft report and present the key findings to the MSG;
- j. Write the final copy of the contextual information chapter, incorporating MSG comments and inputs;
- k. Submit both raw and processed data and information to PH-EITI; and
- l. Provide support to the MSG in completing the EITI Validation templates prior to PH-EITI's upcoming Validation in 2025.

**2. CONSULTANCY FEE**

For and in consideration of the Services rendered by the CONSULTANT, the DEPARTMENT hereby agrees to pay the former a total amount of FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED SIXTY EIGHT PESOS (P540,468.00) for five (5) months to be paid upon accomplishment of each of the deliverables with the corresponding percentage of completion as indicated below subject to withholding tax and any and all taxes payable to the government.

<b>Milestone</b>	<b>Objective</b>	<b>Output</b>	<b>Payment (% of Contract Amount)</b>	<b>Amount (In Php)</b>
Submission of an inception report	To establish work plan and set expectations of deliverables	Inception report with work plan indicating the scope, approach, methodology, and proposed outline of the report  <i>Submission date: Within ten (10) days from the receipt of Notice to Proceed (NTP)</i>	20%	<b>108,093.60</b>
Submission of the initial report on data gathered and initial findings	To gather data and information for the report	A report on data gathered and initial findings  <i>Submission date: Within sixty (60) days from the acceptance of Inception Report</i>	10%	<b>54,046.80</b>
Submission of the draft contextual information chapter and presentation of key findings to the MSG	To produce a draft contextual information report and gather MSG comments and inputs	A draft contextual information report and record of the proceedings of the MSG meeting where the draft report was presented.  <i>Submission date: Within sixty (60) days from the acceptance of the Initial Report</i>	30%	<b>162,140.40</b>



Milestone	Objective	Output	Payment (% of Contract Amount)	Amount (In Php)
Submission and acceptance by the MSG of final contextual information chapter, executive summary	To wrap up the project and identify other areas for consistent improvement	A final contextual information chapter with executive summary  <i>Submission date: Within thirty (30) days from the acceptance of the Final Draft Contextual Information Report</i>	40%	216,187.20
TOTAL			100%	540,468.00

**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/her 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 August 1, 2024 to December 31, 2024.

**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.

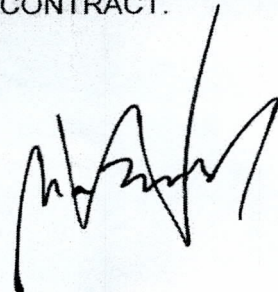
**12. DATA PRIVACY COMPLIANCE**

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/her consent to the DEPARTMENT's processing of his/her 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.

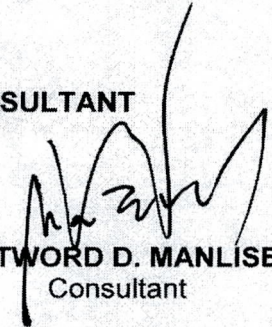
A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.



IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_\_ day of AUG 01 2024 2024 at Manila, Philippines.

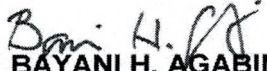
**CONSULTANT**

By:

  
**EASTWORD D. MANLISES**  
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 AUG 01 2024 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. Eastword D. Manlises 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 six (6) 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.

Doc No. 271  
Page No. 56  
Book No. XXIV  
Series of 2024

**ATTY. MANUEL ABUYO RODRIGUEZ II**  
Notary Public for City of Manila - Until Dec. 31, 2024  
**NOTARY PUBLIC** 2023-065  
2<sup>nd</sup> Floor Midland Plaza Hotel, Adnatico St Ermita, Mts  
I.B.P. No. 3292011- Dec 16, 2023 for year 2024  
P.T.R. No. 1535348-Jan 3, 2024 at Manila  
Roll No. 68732/MCLE Compliance No. VII-0005642 4/14/2025