



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



January 7, 2025

Mr. JIM JOHN L. DAVID
Consultant

Subject: NOTICE TO PROCEED

Dear Mr. David:

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

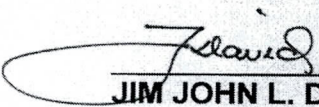
This Contract shall be effective from January 7, 2025 to June 30, 2025.

Thank you.

Very truly yours,


BAYANI H. AGABIN
Undersecretary

CONFORME:


JIM JOHN L. DAVID

Date: Jan. 7, 2025

**CONTRACT AGREEMENT FOR THE ENGAGEMENT OF SERVICES OF
TECHNICAL CONSULTANT FOR THE REVENUE INTEGRITY PROTECTION
SERVICE IN THE DEPARTMENT OF FINANCE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into this _____ day of 20 JAN 2025 2025 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. JIM JOHN L. DAVID, 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 Revenue Integrity Protection Service (RIPS) is the anti-corruption arm of the Department of Finance (DOF), which was created by virtue of Executive Order No. 259, s. 2003, to conduct lifestyle checks, investigate allegations of graft and corrupt practices and, when warranted, file criminal and administrative complaints against officials and employees of the DOF, its bureaus and attached agencies, among which are the Bureau of Internal Revenue (BIR), Bureau of Customs (BOC) and Bureau of Local Government Finance (BLGF), among others;

WHEREAS, the engagement of a Highly Technical Consultant aims to accomplish the following objectives: a) To guide the Office in legal, technical and organizational policies in relation to the conduct of graft investigation and b) To assess the current system and to recommend reform measures to enhance the integrity, efficiency and transparency within the Department and its attached Agencies;

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. Jim John L. David is necessary where his/her technical expertise can be fully tapped;

WHEREAS, under the DEPARTMENT's Bids and Awards Committee (BAC) Resolution No. 070-2024 dated November 14, 2024, it was resolved to recommend the

engagement of the consulting services of Mr. Jim John L. David 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 January 7, 2025 to June 30, 2025;

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. 011011012025-01-000008 dated January 6, 2025 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. To conduct preliminary assessment of the legal and financial documents related to graft and corrupt activities against erring employees;
- b. To identify legal, regulatory and administrative risks related to the conduct of investigation by the Office;
- c. To prepare financial report and analysis that may be useful in building a case against erring employees;
- d. To provide training, guidance and assistance pertaining to investigation activities (such as moot court trainings, surveillance, and others; and
- e. Perform other duties as may be required by the Department relative to the above.

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 FIFTY THOUSAND PESOS (₱50,000.00) for six (6) months or an aggregate amount of THREE HUNDRED THOUSAND PESOS (₱300,000.00), 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/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 January 7, 2025 to June 30, 2025.

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.

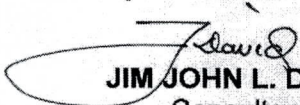
13. CONSENT TO THE PROCESSING OF PERSONAL INFORMATION

As part of the data privacy compliance, the CONSULTANT hereby grants his consent to the DEPARTMENT's processing of his/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.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of 20 JAN 2025 2025 at Manila, Philippines.

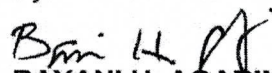
CONSULTANT

By:

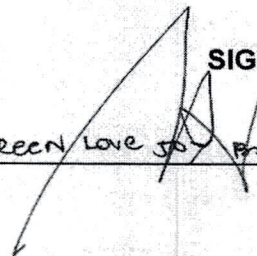

JIM JOHN L. DAVID
Consultant

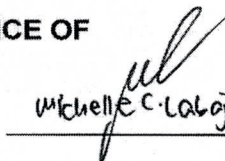
DEPARTMENT OF FINANCE

By:


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF


NASREEN LOVE JOY BALABON


Michelle C. Labajanan

ACKNOWLEDGMENT

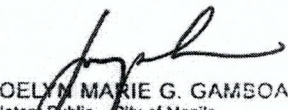
Republic of the Philippines)
City of Manila)s.s

BEFORE ME this 20 JAN 2025 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. Jim John L. David with TIN _____ and his/her 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.

NOTARY PUBLIC

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Page No. 17
Book No. 11
Series of 2025


ATTY. JOELYN MARIE G. GAMBOA
Notary Public - City of Manila
Commission No. 2024-163 valid until 31 December 2025
Rm 211 Five-Storey Building, Bangko Sentral ng Pilipinas
A. Mabini St. cor. P. Ocampo St., Malate, Manila
IBP No. 331584 / 19 December 2023 / IBP-RSM
PTR No. MLA1548855 / 16 January 2024
MCLE Compliance: Admitted to the Bar on 06 May 2027
Roll of Attorneys No. 76964