

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Service Agreement entered into by and between:

The **Overseas Workers Welfare Administration (OWWA)**, with office address at OWWA Center, F.B. Harisson and 7th Streets, Pasay City, Metro Manila, represented herein by its Administrator **HANS LEO J. CACDAC**, herein referred to as **OWWA**;

- and -

MR. MITCHELL P. DURAN, of legal age, single, and with postal address at Unit 203, E&E Tower, 2630-A Espiritu Street, Malate District, City of Manila 1004, herein referred to as the **HR Consultant**.

WITNESSETH:

WHEREAS, **OWWA** is desirous of availing the services of a **Communications Consultant** with expertise in the field of audio visual presentation more particularly on conceptualization, layout and proofreading for print and electronic media platforms;

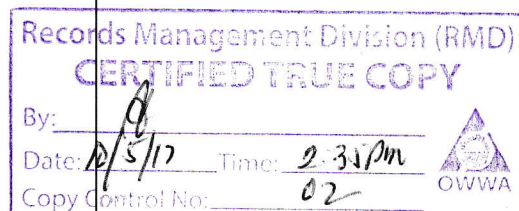
WHEREAS, the Advocacy and Social Marketing Division (**ASMD**) of the **OWWA** has recognized the need for an expert in development communication to complement its existing competencies in enhancing promotional and advocacy materials that meet acceptable media standards;

WHEREAS, **OWWA**, resolves to enter into a Negotiated Procurement for the layout, design and production of the Agency's Annual Report for 2014, 2015 and 2016 that is ready-to-print and the conceptualization and design for the 2017 Annual Report in the sum of **THREE HUNDRED THOUSAND PESOS (Php 300,000.00)**, inclusive of all applicable taxes and 10% administrative overhead cost in favor of contractor, herein referred to as the "CONTRACT PRICE;"

WHEREAS, the Service Contractor, has the necessary competence and expertise with more than three year experience in media consultancy (local and international) and another three-year (3) track record on labor-related communications.

NOW, THEREFORE, the **OWWA** has engaged the services of the **CONSULTANT** on a contractual basis under the following terms and conditions:

1. The Service Contractor through the supervision of the Advocacy and Social Marketing Division will be responsible for undertaking the production of the Annual Reports of **OWWA** for 2014, 2015 and 2016 from the materials and photos provided by **OWWA** through **ASMD** both in print and AVP formats.



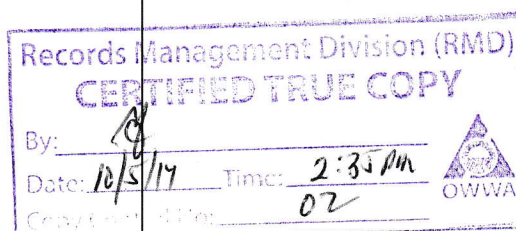
2. The Service Contractor shall submit to OWWA an inception report with the detailed methodology and the required write-ups and photos on or before 29 September 2017.
3. The Service Contractor shall conduct data/information gathering, interviews, and other activities to effectively come up with the Annual Reports.
4. The Service Contractor shall submit to OWWA on or before 17 November 2017 a draft copy of the 2014, 2015 and 2016 Annual Reports in print and electronic media presentation in formats which the OWWA may give the necessary comments, reviews, and suggestions to improve it. After the first round of comments, the Service Contractor shall incorporate the same into the Final Annual Reports, for acceptance of OWWA.
5. The Service Contractor shall submit the Ready-to-Print copies of the 2014, 2015 and 2016 Annual Reports. Only comments and suggestions of OWWA relating to layout and grammar shall be entertained after the submission of the Final Annual Reports on 7 December 2017.
6. The Service Contractor shall submit on 07 December 2017 a concept design for the 2017 OWWA Annual Report.
7. The employment of the **CONSULTANT** shall be output-based and shall report to **OWWA** at least two (2) days per month.
8. **OWWA** shall provide the **CONSULTANT** with a suitable working place.

That, notwithstanding the fixed duration of the contract, the same may be terminated earlier by both parties for just and reasonable cause such as unsatisfactory service or unavailability of funds, provided however, that the terminating party informs the affected party at least thirty (30) days before actual termination.

FINANCIAL ARRANGEMENTS

OWWA shall release to the Service Contractor the amount of **THREE HUNDRED THOUSAND PESOS (Php 300,000.00)**, inclusive of all applicable taxes, following the subsequent terms of payment:

Deliverables	Target Date for Submission	Conditions of Fund Releases	Payment Schedule
Contract of Service Agreement signed, approved and notarized	September 15, 2017	Signed Contract of Service	1st Tranche (10%) Php30,000.00
Inception and Media Materials (write-up and photos) Requirement	September 29, 2017	Agreed Media Materials to be printed	2nd Tranche (10%) Php30,000.00
First progress report and initial drafts	October 27, 2017	Accepted progress report	3rd Tranche (30%) Php90,000.00




Deliverables	Target Date for Submission	Conditions of Fund Releases	Payment Schedule
Draft Annual Reports for 2014, 2015 and 2016 in print and AVP in digital format	November 17, 2017	Approved Draft Annual Reports	4th Tranche (20%) Php60,000.00
Ready-to-Print and AVP of the Annual Reports and the Concept Design for 2017 Annual Report	December 7, 2017	Accepted and approved ready-to-print and electronic media presentation of the Annual Reports and the Concept Design for 2017 Annual Report	Final Tranche (30%) Php90,000.00


IN WITNESS WHEREOF, the parties have caused these presents to be signed on this 7th day of September 2017 at the City of Pasay, Philippines.

**OVERSEAS WORKERS
WELFARE ADMINISTRATION**

**COMMUNICATION
CONSULTANT**


By:


HANS LEO J. CACDAC
 Administrator


MITCHELL P. DURAN



- WITNESSETH -

FUNDS AVAILABLE:


NORLITA P. LUGTU
 Chief
 Accounting Division

+ 300,000.00
 2-2-2
 9/6/2017

2017083424

Records Management Division (RMD)
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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF PASAY _____) s.s.

BEFORE ME, a Notary Public for and in the City of Pasay this 22nd day of September 2017, came and appeared **HANS LEO J. CACDAC**, in his capacity as Administrator of the Overseas Workers Welfare Administration (OWWA) with Community Tax Certificate No. _____, issued at _____, and **MITCHELLE P. DURAN**, Community Tax Certificate No. _____, issued at _____, known to me and to me known to be the same person who executed the foregoing instrument and they acknowledged before me that the same is their free and voluntary acts and deeds, and that of the Agency in whose behalf he has acknowledged the same.

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

~~ATTY. ROBERT N. CHUAN~~
~~NOTARY PUBLIC~~

~~UNTIL DEC. 31, 2018~~

~~PTR NO. PC5266140/1-3-2017 PASAY CITY~~

~~BP NO. 1037205/11-7-2016 PASAY CITY~~

~~MCLE NO. V-0009650~~


~~ROLL NO. 40429~~

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Series of 2017

Records Management Division (RMD)
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 OWWA