

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. Harrison 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 Editorial Consultant.

WITNESSETH:

Records Management Division (RMD)	
CERTIFIED TRUE COPY	
By: <i>[Signature]</i>	
Date: <i>4/6/18</i>	Time: <i>10:32AM</i>
Copy Control No: <i>01</i>	

WHEREAS, **OWWA** is desirous of availing the services of an Editorial Consultant with expertise in the field of communication more particularly on conceptualization, layout grammar and proofreading for print and electronic media platform;

WHEREAS, the **Advocacy and Social Marketing Division (ASMD)** under the administrative supervision of the Policy and Program Development Office 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 2017 that is ready-to-print and in electronic format in the sum of **THREE HUNDRED FIFTY THOUSAND PESOS (PHP 350,000.00)**, inclusive of all applicable taxes, herein referred as the "**CONTRACT PRICE**";

WHEREAS, the Editorial Consultant, 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 **EDITORIAL CONSULTANT** on a contractual basis under the following terms and conditions:

1. That the **EDITORIAL CONSULTANT** through the supervision of the head of ASMD will be responsible for undertaking the production in print and electronic format of the 2017 Annual Report from the materials and photos provided by the ASMD;
2. The **EDITORIAL CONSULTANT** 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 **EDITORIAL CONSULTANT** shall conduct data/information gathering, interviews and other activities to effectively come up with the 2017 Annual Report;
4. The **EDITORIAL CONSULTANT** shall submit to OWWA on or before 15 March 2018 a draft copy of the 2017 Annual Report in print and electronic copy for the latter's review and suggestion for improvements. After the first round of review, the **EDITORIAL CONSULTANT** incorporate the same into the final Annual Report, for acceptance of OWWA;

5. The **EDITORIAL CONSULTANT** shall submit the **Ready-to-Print copy of the 2017 Annual Report**. Only comments and suggestions of OWWA relating to layout and grammar shall be entertained after the submission of the Final Report on 30 April 2018;
6. The employment of the **EDITORIAL CONSULTANT** shall be out-put based and shall report to OWWA at least three (3) days for the duration of the contract period.
7. **OWWA** shall charge a One-Tenth Percent of the total Contract Price or the amount of Php35,000.00 for the failure of the **EDITORIAL CONSULTANT** to deliver the 2017 Annual Report on time, except if the cause of delay is justifiable.
8. **OWWA** shall provide the **EDITORIAL 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 of the **EDITORIAL CONSULTANT** the amount of **THREE HUNDRED FIFTY THOUSAND PESOS (PHP 350,000.00)**, inclusive of all applicable taxes, following the subsequent terms of payment:

Deliverables	Target Date for Submission	Conditions of Fund Releases	Payment Schedule
Signed and Approved Service Agreement	05 February 2018	Signed Consultancy Agreement	1 st Tranche (20%) Php 70,000.00
Progress Report and Initial Draft Report	28 February 2018	Accepted Progress Report	2 nd Tranche (30%) Php105,000.00
Final Draft Report	15 March 2018	Accepted and Approved Final Draft	3 rd Tranche (20%) Php 70,000.00
Ready-to-Print 2017 Annual Report	30 April 2018	Accepted and approved Annual Report in print and electronic copy	Final Tranche (30%) Php105,000.00

FUNDS AVAILABLE:

[Signature]
NORLITA P. LUGTU
 Chief
 Accounting Division

[Handwritten notes]
 ₱ 350,000.00
 1-2-12
 2/26/2018

Records Management Division (RMD)
CERTIFIED TRUE COPY

By: *[Signature]*

Date: 7/6/18 Time: 10:52am

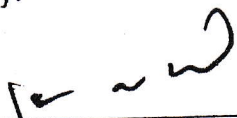
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IN WITNESS WHEREOF, the parties have caused these presents to be signed on this 1st day of Februar, 18 at the City of Pasay, Philippine

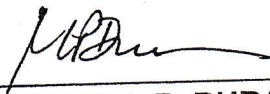
OVERSEAS WORKERS
WELFARE ADMINISTRATION

EDITORIAL CONSULTANT

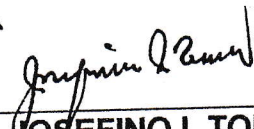
By:



HANS LEO J. CACDAC
Administrator



MITCHELL P. DURAN



JOSEFINO I. TORRES
Deputy Administrator

- WITNESSETH -

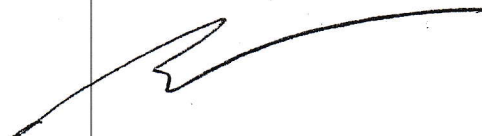
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY) s.s.

BEFORE ME, a Notary Public for and in the City of 03 APR 2018 this 03 day of February 2018, 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 **MITCHELL 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.

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Page No. 85
Book No. LXIV
Series of 2018


ATTY. ROBERT R. CHUAN
NOTARY PUBLIC
17-11
UNTIL DEC 31, 2018

OTR NO. PC 5077403/1-4-2018 PASAY CITY
IBP NO. 1062/0011-4-2013 PASAY CITY
MCLE NO. VI-0001763
BOLL NO. 40409

Records Management Division (RMD)
CERTIFIED TRUE COPY
By: _____
Date: 4/6/18 Time: 10:00 AM
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