

**CONTRACT FOR  
CONSULTANCY SERVICES**

THE PUBLIC IS INFORMED:

This Contract is executed between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created by virtue of Republic Act (RA) No. 722, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and Chief Executive Officer, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under No. 155, Page 25 of the BCDA Revised Manual of Approval dated 22 November 2017, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**BCDA**";

- and -

**DARLENE MARIE B. BERBERABE**, Filipino citizen, of legal age, and a resident and hereinafter referred to as the "**CONSULTANT**";

(BCDA and the CONSULTANT are individually referred to as the "Party" and collectively as the "Parties".)

**ANTECEDENTS:**

BCDA is mandated by law to transform former military bases and properties into premier centers of economic growth.

BCDA requires the services of a consultant who has the technical expertise to do work where trust and confidence are of paramount consideration and has the full trust and confidence of the Chairman of the BCDA Board of Directors, hereinafter referred to as the Chairman.

The CONSULTANT is willing to perform the required services.

The services to be provided by the CONSULTANT is highly technical and/or primarily confidential or policy determining where trust and confidence is primary consideration.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties agree as follows:

**1. DESCRIPTION OF THE ENGAGEMENT**

This CONSULTANT is engaged to provide expertise on matters where trust and confidence are of paramount consideration in connection with public housing development and funding thereof in Bonifacio Global City, New Clark City, Camp John Hay in Baguio City, Poro Point in La Union and other properties transferred to BCDA by virtue of R.A. No. 7227.

**2. TERM AND EFFECTIVITY OF THE CONTRACT**

This Contract shall be effective for a period of six (6) months renewable at the option of the BCDA President and CEO, to commence from the date of its execution.

**3. OBLIGATIONS OF THE CONSULTANT**

The CONSULTANT shall perform the following tasks and responsibilities for the duration of the contract:

- 3.1 Support and assistance in handling, processing, and working on highly confidential and discretionary information, data, and records, particularly concerning public housing development and the funding thereof in Bonifacio Global City, New Clark City, Camp John Hay in Baguio City, Poro Point in La Union and other BCDA properties; the access of which,

*DMB*

owing to its highly sensitive or proprietary nature, must be strictly limited only to authorized individuals bearing the trust and confidence of the Chairman. These highly confidential information, data, and records shall include, among others, trade or business secrets handled by BCDA in its business, which are secured from its partners, subsidiaries, affiliates, consultants, and other related parties, usually covered by contractual stipulations on confidentiality; all of which are presented to the Chairman and the Board as part of its deliberations on matters for approval or determining policy directions of the BCDA;

- 3.2 Support and assistance to the Chairman in liaising, establishing contracts, and maintaining business and professional relationships with third parties as regards the development and funding of public housing projects in BCDA properties, especially those confidential in nature and/or involving highly sensitive information, as may be deemed by the Chairman;
- 3.3 Support and assistance to the Chairman in working with, coordinating, and partnering with BCDA subsidiaries and affiliates in matters concerning the mandate of BCDA, particularly in public housing development, including attending meetings and consultations, providing assistance on project management, setting policy strategies, and implementing the same;
- 3.4 Coordinate with BCDA departments/offices and its subsidiaries on matters related to the above;
- 3.5 Provide review and advisory work on matters relating to the development of public housing and the funding thereof; and
- 3.6 Submit an accomplishment report on a monthly basis for approval by the Chairman; and
- 3.7 Perform other functions as may be directed by the Chairman.

#### 4. CONSIDERATION AND TERMS OF PAYMENT

The professional fee of the CONSULTANT shall be **EIGHTY THOUSAND PESOS and 00/100 (Php80,000.00)** a month, subject to applicable taxes, which shall be processed and released every month upon completion and submission to the Chairman of the accomplishment report and supporting documents that may be required.

#### 5. DEGREE OF PERFORMANCE

The CONSULTANT is expected to perform his/her duties faithfully and to the best of his/her ability, and to comply with the scope of work with the highest standards of professional and ethical competence and integrity.

#### 6. CONFIDENTIALITY

The CONSULTANT is obliged to follow information security procedures and take all reasonable precautions for the protection of Confidential Information.

This duty of Confidentiality binds any person which may be hired by the CONSULTANT, with consent of BCDA, to help in the fulfilment of the obligations under this Agreement.

Upon the termination or expiration of this Contract for any reason, CONSULTANT shall deliver to BCDA all of BCDA's property or Confidential Information in tangible form that the CONSULTANT may have in its possession or control.

Any conflict of interest, or potential conflict of interest, should be delivered by the CONSULTANT immediately upon discovery.

#### 7. TERMINATION OF THE CONTRACT

- 7.1 For the duration of this Contract, BCDA shall have the right to conduct a periodic evaluation of the CONSULTANT's performance, the services delivered and outputs submitted as well as to terminate this Contract due to contractual breach, breach of trust, loss of confidence, unsatisfactory performance and/or other reasons detrimental to the interest of BCDA.
- 7.2 Over the same period, the CONSULTANT may initiate the termination of this Contract provided that:
  - 7.2.1 A written notice for the termination of the consultancy agreement stating the reasons for the termination of the contract is submitted by the CONSULTANT to the BCDA

*[Handwritten mark]*

*[Handwritten signature]*

President and CEO for approval, through the Chairman, with a copy furnished to the BCDA Organizational Development and Management Department (ODMD), at least thirty (30) calendar days prior to the proposed date of termination; and

7.2.2 The written notice has been received, accepted and approved in writing by the BCDA President and CEO.

**8. AUTHORITY TO ENTER INTO AGREEMENT**

The CONSULTANT shall neither have the right nor the authority to enter into agreements on behalf of BCDA in any manner.

**9. OWNERSHIP OF OUTPUTS**

The outputs realized, produced and submitted by the CONSULTANT shall be owned and used solely by BCDA with proper acknowledgment on the contributions made by the CONSULTANT. Such outputs shall not be used for the benefit of any other party without the written permission of BCDA.

CONSULTANT shall not sell, transfer, publish, disclose or otherwise make the work product available to third parties without BCDA's prior written consent.

**10. NO EMPLOYER-EMPLOYEE RELATIONSHIP**

It is understood that there shall be no employer-employee relationship between BCDA and the CONSULTANT. Hence, BCDA shall not be responsible for complying with labor laws, rules and regulations governing employer-employee relationships in the Philippines.

**11. WAIVER**

The failure of the Parties to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy the other Party may have nor shall it be construed as a waiver of any subsequent breach or default. No waiver of any right stipulated herein shall be deemed to have been made unless expressed in writing and signed by the Parties.

**12. ENTIRE AGREEMENT**

This Contract constitutes the entire, full and complete agreement between the Parties concerning the subject matter hereof. All prior agreements or arrangements, written or oral, between the Parties relating to the subject matter hereof are hereby deemed cancelled and superseded.

No other representation has induced the Parties to execute this Contract, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Contract or otherwise.

**13. AMENDMENTS**

No amendment, alteration, or variance from this Contract shall be binding on either party unless executed in writing by both parties.

**14. SEVERABILITY AND CONSTRUCTION**

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if for any reason, any paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto. The invalid sections, parts, terms and/or provisions shall not be deemed part of this Contract.

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

**15. VENUE OF ACTIONS**

The venue of any legal action arising out of this Contract shall be brought in the proper court of record in Taguig City, to the exclusion of all other courts.

SIGNED BY THE PARTIES on 13 April 2018 at Taguig City.

*[Signature]*

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

**CONSULTANT**

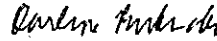
By:



**VIVENCIO B. DIZON**  
President and Chief Executive Officer



Organization Development & Management Department  
FB2018 - 0542



**DARLENE MARIE B. BERBERABE**

Signed in the Presence of:

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**ACKNOWLEDGMENT**

Republic of the Philippines )  
Taguig City ) S.S.


BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

| NAME                       | IDENTIFICATION DOCUMENT | DATE AND PLACE OF ISSUE |
|----------------------------|-------------------------|-------------------------|
| VIVENCIO B. DIZON          |                         |                         |
| DARLENE MARIE B. BERBERABE |                         |                         |

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the signatures they affixed confirm their voluntary act and deed and of the entity they represent.

SIGNED AND SEALED on the APR 20 2018 in Taguig City.

Doc. No. 481;  
Page No. 98;  
Book No. 10;  
Series of 1074.



**GUALBERTO DIZON, JR.**  
Notary Public for Taguig City, Philippines  
Appointment No. 22, Until 31 December 2019  
2, F. BTC 31<sup>st</sup> St., 5<sup>th</sup> CC, Taguig City, 1524  
PTR No. A-3774071, Taguig City/16 January 2018  
Roll of Attorneys No. 48062/IBF Lifetime Member No. 04862  
MCLE Compliance No. V-0005517/14 January 2015