**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2021 by and between

**COMMISSION ON HUMAN RIGHTS (CHR)**, a constitutional office of the Republic of the Philippines with office address at the SAAC Building, UP Complex, Commonwealth Avenue, Diliman, Quezon City, represented herein by its Chairperson **JOSE LUIS MARTIN C. GASCON**, hereinafter referred to as the **FIRST PARTY**;

- and –

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Filipino, of legal age and a resident of (Address of Service Provider), referred to as the **SECOND PARTY**,

 **WITNESSETH:**

WHEREAS, the First Party is in need of the services of the Second Party who shall perform duties as \_\_\_\_\_\_\_\_(Position)\_\_\_\_\_\_\_\_\_\_\_ for its \_\_\_\_ ( Intermediate Outcome Description/ Project Description)\_\_\_\_ ;

WHEREAS, the Second Party has signified his/her intention, to which the First Party has accepted, to provide the services needed by the latter.

NOW, THEREFORE, for and in consideration of the foregoing, both Parties hereto agrees that –

1.   **QUALIFICATION:**

The Second Party hereby possesses the education, experience and skills required to perform the job as described herein;

(Refer to Terms of Reference (ToR))

|  |  |
| --- | --- |
| Approved Qualification Standard per Terms of Reference (TOR) | Second Party Qualification |

2.  **SERVICES:**

The Second Party is expected to perform the following functions:

(Refer to Terms of Reference (ToR))

2.1. **EXPECTED OUTPUT**

(Refer to Terms of Reference (ToR))

2.2. **REPORTING REQUIREMENTS**

(Refer to Terms of Reference (ToR))

2.3. **WORK LOCATION**

The operational base of the **Second Party** shall be the CHR central office, Quezon City, with trips to the CHR regional offices if needed.

3.  **CONSIDERATION:**

The **First Party** shall pay the **Second Party** compensation (Amount in words) (PhP\_\_\_\_\_\_\_\_\_\_) per month, subject to **individual tax**, and the reckoning day of the payment for the monthly service fee shall be the day of contract signing;

3.1 **Schedule of Payments**

|  |  |  |
| --- | --- | --- |
| Month | Deliverables/ Reports for Submission | Remarks |
| 1 | Enumerate the submission per month |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

4.  **TERM:**

The **Second Party** is hereby contracted to perform the functions of a as ( Position ) from the date of signing until the end of the ( duration of engagement ) term;

5.  **UNDERTAKING:**

The **Second Party** shall perform work at a time based on the agreed schedule and considering that there will be monthly reports serving as outputs/deliverables which shall be subject to review and acceptance by the implementing office, and approval by the Focal Commissioner;

The **First Party** shall issue a Certificate of Acceptance to all outputs/deliverables submitted by the **Second Party** as pre-requisite for the processing of any and all payments due to the latter.

6.  **BENEFITS:**

All out-of-pocket expenses incurred within the workstation such as transportation, food expenses, among others, shall be charged to the **Second Party**; in case of expenses incurred in the performance of his/her functions during official travel outside the workstation, the **First Party** shall reimburse said expenses subject to the submission of receipts and other records of its expenses and approval by the implementing office.

(we can add here a provision regarding hazard or risk pay) Sample: An amount of ONE THOUSAND PESOS (Php 1,000.00) shall be provided to the Second Party as compensation for the service rendered during very hazardous conditions such as pandemic the compensation shall not be subjected to individual tax.

The **Second Party** shall not be entitled to the benefits enjoyed by government employees, such as leave (s), PERA, RATA and Thirteenth Month Pay.

The **Second Party** shall be allowed to have a communication allowance amounting to (amount) provided that it shall be use within the performance of his/her functions

7.  **RELATIONSHIP:**

7.1

That the **Second Party** is not an agent of or related by consanguinity or affinity up to the fourth civil degree to any official or employee of the CHR authorized to process and/or approve the proposed contract.

7.2

This contract does not create an employer-employee relationship between the **First Party** and the **Second Party**, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the **First Party**

8.         **CONFIDENTIALITY:**

That the **Second Party** shall follow Rule 19, Section 16 and 17 on the Rule of Confidentiality and Violation of Confidentiality of the CHR Guidelines and Procedures in the Investigation and Monitoring of Human Rights Violation and Abuses, and the Provision of CHR Assistance. The Rule on Confidentiality applies to the Second Party even after completion of the project

That the **Second Party** shall sign a Non-Disclosure Agreement provided by the First Party upon the start of engagement

9.         **AMENDMENT:**

The amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

10.  **SEVERABILITY:**

If any provision of this Contract is declared to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Contract shall be construed and enforced as if such invalid provisions never had been inserted in this Contract.

11.     **TERMINATION:**

11.1

In the event of non-performance of contractual obligation for the period of one month after the due of TERM by the **Second Party** the **First Party** may opt for the Termination of its contractual obligation to the **Second Party** for the non-performance incurred.

11.2

The **First Party** may opt to renew the services of the **Second Party** as recommended, provided that the renewal of services shall not exceed six (6) months unless for compelling reasons;

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

Either Party may terminate this Contract by giving notice in writing ten (10) days prior to termination;

11.3

The First Party shall issue a Certificate of No Pending Accountability to the final outputs/deliverables submitted by the **Second Party** as pre-requisite for the processing of the remaining payment due to the latter.

Upon termination of this Contract, all worksheets, plans, data and information gathered, prepared, used, required or obtained by the **Second Party** in relation to this contract shall remain as the exclusive property of the **First Party** for safekeeping.

IN WITNESS WHEREOF, both parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021 in Quezon City.

COMMISSION ON HUMAN RIGHTS

OF THE PHILIPPINES

By:

JOSE LUIS MARTIN C. GASCON                   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Party                                                                Second Party

SIGNED IN THE PRESENCE OF:

PRINCESS S. MOLLENO                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer-in-Charge, PMD                                              \_\_\_\_\_\_\_\_

ACKNOWLEDGEMENT

Republic of the Philippines)

Quezon City               ) S.S

BEFORE ME, A Notary Public for and in above jurisdiction, personally appeared the following;

|  |  |  |  |
| --- | --- | --- | --- |
|  | Competent Evidence of Identification Document | No. | Issued at/on |
| JOSE LUIS MARTIN C. GASCON | \_\_\_\_EC4470029\_\_\_\_\_\_\_\_ | Manila,                23 June 2015\_ |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ |

Both known to me to be same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed and that of the government agency they represent.

This instrument consists of (\_\_\_) pages, including this page refers to a Contract of Service written and signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS HEREOF, I have hereunto set my hand on this day\_\_\_  of \_\_\_\_\_, 2021 at Quezon City, Philippines

Doc. No. \_\_\_\_\_\_\_\_\_                                                             Notary Public

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