**CONTRACT OF SERVICE**

**Under Externally-Funded Project**

**ATTY. JACQUELINE ANN C. DE GUIA ATTY. ERWIN M. CALIBA** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

FIRST PARTY SECOND PARTY WITNESS WITNESS

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2022 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 Executive Director **ATTY. JACQUELINE ANN C. DE GUIA**, 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 |
| <cite/enumerate> | <cite/enumerate> |

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.

The Second Party has not been previously dismissed from government service by reason of an administrative offense.

2.  **SERVICES:**

The Second Party is hereby contracted as a (NATURE OF JOB/WORK) under the (OFFICE/DIVISION/UNIT), and shall perform the following functions which are not part of the job description of the existing regular employees of the First Party:

The Second Party is expected to perform the following functions:

**ATTY. JACQUELINE ANN C. DE GUIA ATTY. ERWIN M. CALIBA** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

FIRST PARTY SECOND PARTY WITNESS WITNESS

(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 in the amount of (Amount in words) (Php \_\_\_\_\_\_\_\_\_\_\_\_) per month, reckoned from the day of the contract signing, which shall be subject to **individual tax, to be charged under** \_\_\_\_\_\_\_\_\_\_\_upon submission of deliverables and pursuant to the schedule of payments.

3.1 **Schedule of Payments**

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

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** undertakes to perform his/her work in a professional and satisfactory manner, and that reasonable care and diligence shall be exercised in performing the same. The **Second Party** likewise agrees to accomplish and submit his/her deliverables within the deadlines based on the agreed schedule, and to submit monthly reports which shall be subjected to review and acceptance by the implementing office, and approval by the Focal Commissioner;

The **First Party** shall issue a Certificate of Acceptance for all outputs/deliverables submitted by the **Second Party** as a 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**. All reasonable and necessary expenses to implement the project-related activity as provided in the approved work and financial plan and incurred by the ***Second Party*** while in the performance of his/her functions during official travel outside the workstation shall be reimbursed by the **First Party** subject to the submission of receipts, supporting documents, and other records of its expenses, acceptance by the implementing office, and approval as eligible expense/s by the Project Management Division.

(we can add here a provision regarding hazard or risk pay if allowed/covered under the Grant Agreement of the EFP) Sample: The **Second Party** ***shall be entitled to a hazard pay[[1]](#footnote-1) in the amount not exceeding Five Hundred Pesos (Php 500.00) per day, exempt from individual tax, when exposed to hazardous situations such as when physically reporting for work during the implementation of enhanced community quarantine and modified enhanced community in their workstation during the pandemic.***

**ATTY. JACQUELINE ANN C. DE GUIA ATTY. ERWIN M. CALIBA** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

FIRST PARTY SECOND PARTY WITNESS WITNESS

The **Second Party** shall be granted a communication expense in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ (Php \_\_\_\_\_) ***which shall be used exclusively*** for the performance of his/her functions.

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

7.  **RELATIONSHIP:**

This contract does not create an employer-employee relationship between the **First Party** and the **Second Party**. The services rendered hereunder **shall not** **be covered by Civil Service Rules and shall not be considered or accredited as government service**. Thus, the **Second party** shall not beentitled to benefits enjoyed by the regular personnel of the **First Party.”**

8.         **CONFIDENTIALITY:**

All information or data disclosed to or received by the **Second Party** in the course of his or her work at the CHR shall be **strictly confidential**. The **Second Party** shall thus sign and be bound by a Non-Disclosure Agreement, which shall form part of this Contract and shall **remain effective even upon termination of this agreement**.

**When applicable**, the Second Party shall **also adhere to the Confidentiality Clause under Section 2, Rule 19** of the CHR revised Guidelines and Procedures in the Investigation and Monitoring of Human Rights Violation and Abuses, and the Provision of CHR Assistance and other Remedies. This Rule on Confidentiality **shall likewise subsist** even after completion of the project.

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 ***which are*** fully severable, and this Contract shall be construed and enforced as if such invalid provisions ***have never been part of*** this Contract.”

11.     **TERMINATION:**

11.1

In the event of non-performance of contractual obligation for the period of **one (1) 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.

**The Second Party** is required to comply with all existing rules, regulations, and policies of the CHR as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of CHR properties and access to matters of confidentiality, and such other rules deemed necessary.

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 ***shall*** attempt to resolve the dispute through friendly consultation.

Either Party may terminate this Contract by giving notice ***to the other party* i**n writing **ten (10) days** prior to termination of the Contract;

11.3

The First Party shall issue a Certificate of No Pending Accountability ***for*** the final outputs/deliverables submitted by the **Second Party** as ***a*** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022 in Quezon City.

COMMISSION ON HUMAN RIGHTS

OF THE PHILIPPINES

By:

**ATTY. JACQUELINE ANN C. DE GUIA**              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Party                                                                Second Party

SIGNED IN THE PRESENCE OF:

**ATTY. ERWIN M. CALIBA** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OIC Director, PMO Implementing Office

CERTIFIED FUNDS AVAILABLE

**PRINCESS S. MOLLENO**

Division Chief, 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 |
| **ATTY. JACQUELINE ANN C. DE GUIA** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ |

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 \_\_\_\_\_, 2022 at Quezon City, Philippines

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

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Book No.\_\_\_\_\_\_\_\_\_

Series of \_\_\_\_\_\_\_\_\_

1. [↑](#footnote-ref-1)