



CONTRACT OF ENGAGEMENT

This **MEMORANDUM OF AGREEMENT** is made and entered into and executed this 19th day of APRIL 2022 in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP) – CONSTRUCTION INDUSTRY ARBITRATION COMMISSION (CIAC)**, an attached government agency of the Department of Trade and Industry, with office address at 2nd floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAC Executive Director **KATHRYN JOSEPHINE T. DELA CRUZ**, and hereinafter referred to as the “**CIAP-CIAC**”;

-and-

MSSB CORPORATE OFFICE SERVICES., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at Lot 2 Block 4 Bronze Meadow St., Westerville Sapphire Subdivisions, Tapos, Binangonan, Rizal, duly represented by its owner **BEVERLY JOY C. STA. ANA**, hereinafter referred to as “**MSSB**”.

Collectively referred to as the “**PARTIES**”.

WITNESSETH

WHEREAS, the CIAP-CIAC wishes to have the MSSB perform certain services and the MSSB is willing to provide or perform said services:

NOW, THEREFORE, the **Parties** hereby agree as follows:

- | | |
|--------------------|---|
| 1. Services | MSSB shall perform the services for the Engagement of Design and Facilitation Services for CIAC Planning Workshop specified in the Terms of Reference (“TOR”), herein attached as <i>Annex A</i> , which is made an integral part of this Contract (“the Services”). |
| 2. Term | MSSB shall perform the Services commencing immediately after the receipt of Notice to Proceed and continuing up to the timelines indicated in the TOR. |
| 3. Payment | In consideration of the full and satisfactory performance of the Services rendered by MSSB, CIAP-CIAC shall pay MSSB an amount not to exceed One Hundred Seventy Thousand Pesos (PhP 170,000.00) , inclusive of applicable government taxes, for the whole duration of the Services. |

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The release of the payment is subject to the submission of the outputs and deliverables required in Annex A, as certified, duly received or approved by the CIAP-CIAC, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered by the CIAC-CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP-CIAC and MSSB.

- 4. Project Administrator** The CIAP-CIAC shall designate a coordinator / project manager who shall be responsible for the review, acceptance and approval of the detailed technical contents of MSSB's reports and recommend payment for Services rendered by MSSB.
- 5. Performance Standards** MSSB shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** MSSB shall submit outputs directly to the designated and authorized CIAP-CIAC coordinator/project manager for review, acceptance, approval and eventual endorsement for payment.
- MSSB shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP-CIAC's business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP-CIAC.
- Confidential information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.
- 7. Ownership of Materials** Any studies, reports or other materials, graphic software or otherwise, prepared by the MSSB for the CIAP-CIAC under this Contract shall belong to and remain the property of CIAP-CIAC. MSSB may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP-CIAC.
- 8. Assignment** MSSB shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP-CIAC.
- 9. Dispute Resolution** Should there be any dispute related to the Services or the Contract, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Makati City.

Handwritten signature in blue ink: *[Signature]*

Handwritten signature in black ink: *[Signature]*

In case of court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto, signed this CONTRACT on the date and place above written.

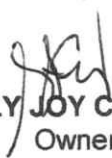
**CONSTRUCTION INDUSTRY
AUTHORITY OF THE PHILIPPINES –
CONSTRUCTION INDUSTRY ARBITRATION
COMMISSION**
TIN: 000-446-607-000

MSSB CORPORATE OFFICE SERVICES
TIN: 263-521-828-00000


By:


KATHRYN JOSEPHINE T. DELA CRUZ
Executive Director

By:


BEVERLY JOY C. STA. ANA
Owner

Signed in the presence of:


DELIA B. PERLADA
Office-in-Charge, AMCD

Certification of Funds Availability


PELITA M. RASING
Accountant III



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS

Before me a notary public for and in MAKATI CITY, this APR 26 2022 day of _____
2022 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
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KATHRYN JOSEPHINE T. DELA CRUZ
BEVERLY JOY C. STA. ANA

Known to me to be the same persons who executed this Contract consisting of four (4) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

IN WITNESS WHEREOF, hereunto sign my name and affix my notarial seal this APR 26 2022 day of _____ 2022 in MAKATI CITY, Philippines
Philippines.

ATTY. GEORGE DAVID SISON
NOTARY PUBLIC
 NOTARY PUBLIC FOR MAKATI CITY
 APT. NO. M-061 - UNTIL DEC. 31, 2023
 ROLL NO. 68402 / MCLE COMPLIANCE NO. VII-0010136/2-15-2022
 IBP O.R. No. 002202-LIFETIME MEMBER MAY 5, 2017
 PTR No. 6852066- JAN 03, 2022-MAKATI CITY
 EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY

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