

certified and/or duly received or approved by the CIAP, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered issued by the CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP and the Catering Service Provider.

- 4. Project Administrator** The CIAP shall designate a coordinator / project manager who shall be responsible for the review, acceptance and approval of the detailed technical contents for any reports that may be required as part of the Services, coordinate with the Catering Service Provider for the logistics, schedules and other necessary works, and recommend payment for the Services rendered by Catering Service Provider.
- 5. Performance Standards** The Catering Service Provider shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Catering Service Provider shall submit outputs and coordinate directly to the designated and authorized CIAP-CMDF coordinator/project manager for review, acceptance, approval and eventual endorsement for
- The Catering Service Provider shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP-CMDF business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP-CMDF.
- Confidential information refers to all data, textual and numerical, and graphical representations, outputs derived from the Services 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, or otherwise, prepared by the Catering Service Provider for the CIAP-CMDF under this Contract shall belong to and remain the property of CIAP-CMDF. The Catering Service Provider may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP-CMDF.
- 8. Assignment** The Catering Service Provider shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP-CMDF.
- 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.

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 MANPOWER
DEVELOPMENT FOUNDATION**
TIN: 000-446-607-000

ARTEMIS PLUS EXPRESS, INC.

TIN: 007-813-652-000

By:

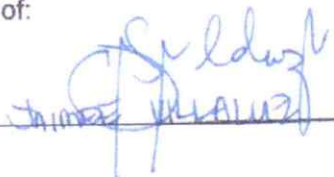

OFELIA R. USIGAN
Officer-in-Charge, CIAP

By:


FRANCIS ALBERT F. CASTILLO
Sales Manager

Signed in the presence of:


ENGR. EJAY CRAIG D. DE LEON
Senior Trade-Industry Development
Specialist, CACD



PERLITA M. RASING
Accountant III

Certification of Funds Availability

Funds Available:


JAYNIE A. VILLONES
Budget Officer III

PERLITA M. RASING
Accountant III

Fund Cluster: 01 101
ORS No.: 2022-11-833
Date of ORS: 4/3/22
Amount: P 50,000-

