

CONTRACT OF ENGAGEMENT 24-02016

This **MEMORANDUM OF AGREEMENT** is made and entered into and executed this _____ day of FEB 26 2024 in the City of Makati, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)**, an attached government agency of the Department of Trade and Industry, with office address at 5th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAP Executive Director **MARCO C. MAAT**, and hereinafter referred to as the "**CIAP**";

-and-

OTI PHILIPPINES, INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at 2/F Commercenter Alabang, Commerce Ave. cor. East Asia Dr., Filinvest Corp., Alabang, Muntinlupa City, duly represented by its CEO & Principal Consultant **ROMULO S. ROMERO, Ph.D.**, hereinafter referred to as "**OTI PHILIPPINES, INC.**".

Collectively referred to as the "**PARTIES**".

CIAP-BAC SEC
CERTIFIED TRUE COPY

WITNESSETH

WHEREAS, the CIAP wishes to have the OTI Philippines, Inc. perform certain services and the OTI Philippines, Inc. is willing to provide or perform said services:

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

- Services**

OTI Philippines, Inc. shall perform the services for the **Engagement of Consultancy Services for the Planning Consultant/ Facilitator for the CIAP Agency-wide Planning Activity** specified in the Terms of Reference ("TOR"), herein attached as *Annex A*, which is made an integral part of this Contract ("the Services").
- Term**

OTI Philippines, Inc. shall perform the Services commencing on 29 February 2024 and continuing up to the timelines indicated in the TOR.
- Payment**

In consideration of the full and satisfactory performance of the Services rendered by OTI Philippines, Inc., CIAP shall pay OTI Philippines, Inc. an amount not to exceed **One Hundred Eighty Thousand Pesos (PhP180,000.00)**, inclusive of applicable government taxes, for the whole duration of the Services.

The release of the payment is subject to the submission of the outputs and deliverables required in



CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES

An Attached Agency of the Department of Trade and Industry

5/F Executive Building Center 369 Sen. Gil J. Puyat Ave. cor. Makati Ave Makati City, Philippines

Website: construction.gov.ph

Email address: ciap@construction.gov.ph

Telephone Number: + (632) 8895-6826 or 8895-4424 or 8897-9336

Annex A, as certified, duly received or approved by the CIAP, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered by the CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP and OTI Philippines, Inc.

- 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 of OTI Philippines, Inc.'s reports and recommend payment for services rendered by OTI Philippines, Inc.
- 5. Performance Standards** OTI Philippines, Inc. shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** OTI Philippines, Inc. shall submit outputs directly to the designated and authorized CIAP coordinator/project manager for review, acceptance, approval and eventual endorsement.

OTI Philippines, Inc. shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP's business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP.

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 OTI Philippines, Inc. for the CIAP under this Contract shall belong to and remain the property of CIAP. OTI Philippines, Inc. may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP.
- 8. Assignment** OTI Philippines, Inc. shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP.
- 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**
TIN: 000-446-607-000

OTI PHILIPPINES, INC.
TIN: 007-281-944-00000

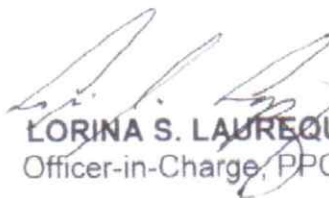
By:


MARCO C. MAAT
Executive Director

By:


ROMULO S. ROMERO, Ph.D.
CEO & Principal Consultant

Signed in the presence of:


LORINA S. LAUREQUEZ
Officer-in-Charge, PPCMD

Certification of Funds Availability


KARISSA MARIE V. CASTILLO
Budget Officer III


PERLITA M. RASING
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

PARANAQUE CITY SS

Before me a notary public for and in PARANAQUE CITY, this FEB 26 2024 day of _____ 2024 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
MARCO C. MAAT	_____	_____	_____
ROMULO S. ROMERO, Ph.D.	<u>Passport</u> <u>P5267001A</u>	<u>13 Jan 2018</u>	<u>12 Jan 2028</u>

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 FEB 26 2024 day of _____ 2024 in _____, Philippines
Philippines.

Doc. No. 2228
Page No. 47
Book No. 77
Series of 2024

NOTARY PUBLIC

ATTY. CARLOS M. CARLOS
NOTARY PUBLIC - PARANAQUE CITY
COMM. NO. 242 - UNTIL DEC. 31, 2024
ROLL NO. 40369
IBP NO. 03058 - LIFETIME MEMBER
PTR NO. 3480424 - 1/2/24 PQUE. CITY
MCLE VII-00071198 - 2/13/23
UNIT 155, VALLEY 1, BRGY. SAN ANTONIO
SUCAT, PARANAQUE CITY

