

CONSULTANCY SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Services Agreement (the "Agreement"), entered and executed between:

The **ANTI-MONEY LAUNDERING COUNCIL**, a government instrumentality created under Republic Act No. 9160, also known as the Anti-Money Laundering Act of 2001, as amended, represented by its Executive Director, **MEL GEORGIE B. RACELA**, with office address at Room 507, EDPC Building, Bangko Sentral ng Pilipinas Complex, Roxas Boulevard, Manila, hereinafter referred to as the "AMLC";

- and -

GERARDO K. GALVEY, of legal age, Filipino, married, with address at Unit 63 Ecoville Townhouses, Metropolitan Ave., Brgy. Sta. Cruz, City of Makati, hereinafter referred to as the "Consultant";

WITNESSETH:

WHEREAS, the AMLC has authorized the procurement of the project "AMLC IT Roadmap Consultancy Services" under Item No. 7.3c of the AMLC Annual Procurement Plan for FY 2021;

WHEREAS, the Consultant's expertise is an important source of information and technical expertise in the field of information technology (IT), and that the consultancy services to be rendered are beyond the optimum in-house capability of the AMLC;

WHEREAS, the execution of this Contract was made in accordance with the procurement processes under Republic Act No. 9184 (*Government Procurement Reform Act*), its 2016 Implementing Rules and Regulations and Joint Circular No. 1, Series of 2017 issued by the Civil Service Commission, Commission on Audit, and Department of Budget and Management (*Rules and Regulations Governing Contract of Service and Job Order Workers in the Government*);

WHEREAS, on 24 June 2021, the AMLC Bids and Awards Committee (BAC), recommended to the AMLC Executive Director, as Head of the Procuring Entity under AMLC Resolution No. 17, Series of 2020, the approval of award of contract to the Consultant;

WHEREAS, the AMLC Executive Director approved the recommendation of the BAC to award the contract to the Consultant on 25 June 2021.

WHEREAS, on 25 June 2021, the AMLC Executive Director issued a Notice of Award to the Consultant;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree and stipulate the following:

1. Nature of Services

- 1.1. The Consultant shall provide IT expertise and technical review and advisory services to the AMLC in the definition and formulation of an information technology roadmap that the latter shall adopt in order to:
 - 1.1.1. Address operational issues and challenges pertinent to information technology;
 - 1.1.2. Streamline existing workflow processes;
 - 1.1.3. Draft medium- to long-term plans for information systems hardware and software technology solution requirements;
 - 1.1.4. Identify change and impact roadblocks and apply the necessary mitigating strategies and mechanisms; and
 - 1.1.5. Improve overall IT operations in the AMLC.
- 1.2. Services will be provided in accordance with the Terms of Reference (TOR) (**Annex A**), which is made an integral part hereof.
- 1.3. Conference calls and email communication shall take place to plan, coordinate, and discuss the tasks to be carried out by the Consultant with the relevant departments and units of the AMLC, in line with the demands of the project. Face-to-face meetings and on-site visits may be conducted only as necessary, subject to proper clearances from the appropriate AMLC and the Bangko Sentral ng Pilipinas (for entry/access pass).

2. Consultant's Fees

- 2.1. Consultancy fees shall be in the total amount not exceeding One Million Five Hundred Thousand Pesos (**PhP 1,500,000.00**) for the whole duration of the contract, as set forth in Section 3 hereof. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diems and profits, as well as any tax obligations that may be imposed on the Consultant.
- 2.2. Consultancy fees shall be paid based on the schedule provided in the TOR.
- 2.3. Consultancy fees shall be processed and released within four (4) to six (6) weeks upon the Consultant's submission of a billing invoice/statement, on

a monthly basis, with a detailed progress/accomplishment report indicating the services rendered and tasks accomplished.

- 2.4. No payment shall be made unless the consultant is registered with the Bureau of Internal Revenue and issued the necessary Tax Identification Number.

3. Duration, Termination and Amendment

- 3.1. This Agreement shall be valid for period of six (6) months, or from 1 July 2021 until 31 December 2021, renewable at the option of the AMLC, subject to the execution of another Agreement.
- 3.2. The fees cannot be altered during the course of this Agreement, unless it is superseded by a new Agreement.
- 3.3. This Agreement can be amended subject to the written consent of both parties and that any modification/amendment introduced shall be made in writing.

4. Information, Confidentiality and Publicity

- 4.1. The Consultant shall observe the confidentiality of any information supplied to him by the AMLC, and not disclose it to any other person without prior written permission of the AMLC, both during the term of this Agreement and after its termination, unless it has become public knowledge or is already in the public domain.
- 4.2. No publicity shall be given to any matters relating to this Agreement, without the AMLC and the Consultant's prior permission.

5. Liability

- 5.1. The AMLC acknowledges that the Consultant's services are by way of advice, assistance, guidance, and support only. They do not constitute direction, legal advice nor instruction to act, and are purely for consideration by the AMLC. Related decisions and the corresponding consequences are the responsibility and accountability, respectively, of AMLC alone; Provided, that any information supplied by the Consultant shall be made in good faith.
- 5.2. Neither AMLC nor the Consultant shall, in any circumstance, be liable to the other for any indirect or consequential loss from whatever cause, in particular: loss of anticipated profits, goodwill, reputation or losses or expenses resulting from third party claims.
- 5.3. The Consultant shall make every effort to ensure reasonable standards of skills, integrity and reliability throughout the work conducted, but the Consultant shall not be liable to the AMLC for any loss or damage that the latter may suffer subsequent to the signing of this Agreement, except by the Consultant's negligence or dishonesty.

6. Copyright and Property Rights

- 6.1. Unless agreed between both parties in writing, the Consultant has absolute ownership of copyright and any other proprietary rights in all tools and products produced by them and/or created through the exercise of this Agreement, except for outputs prepared by the AMLC.
- 6.2. The Consultant retains all rights to written materials he developed independently from the AMLC prior to, during, or subsequent to the execution of this Agreement.
- 6.3. Ideas, studies, reports or other materials generated by the AMLC shall belong to and remain the property of the AMLC.

7. Force Majeure

- 7.1. Force Majeure shall mean acts of nature, war, rebellion, insurrection, riots, acts of terrorism, fire, civil commotion, labor disputes, strikes, lockouts, prevention from, or hindrance in obtaining labor or materials, or other act or order of government, court, or other regulatory agency, or any other restrictions, appropriations, or causes, beyond the reasonable control of any of the parties.
- 7.2. If either party is unable to perform its obligations under this Agreement as a result of a *force majeure* event, then that party's obligations shall be suspended for as long as the *force majeure* event continues.
- 7.3. Except where the nature of the event shall prevent a party from doing so, the party suffering a *force majeure* shall notify the other party in writing, within a reasonable time after the occurrence of such *force majeure*, and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.
- 7.4. As soon as reasonably possible after the cessation of the *force majeure* event, notification shall likewise be given in writing and the obligations of this Agreement shall be resumed.

8. General

- 8.1. This Agreement embodies the entire understanding of the parties concerning the consultancy services, and there are no promises, terms, conditions or obligations other than those it contains, whether oral or written, express or implied. It shall supersede any prior expressions of intent, understanding, or agreement, with respect to the subject matter hereof.

- 8.2. The services of the Consultant shall be strictly on a contractual basis and, as such, there shall be no employer-employee relationship between the AMLC and the Consultant; and the Consultant shall not be entitled to other benefits and emoluments normally accorded to regular officers and staff of the AMLC.
 - 8.3. The implementation of this Agreement shall be subject to Republic Act No. 9184, or the "Government Procurement Reform Act", its implementing rules and regulations, and other relevant issuances of the Government Procurement Policy Board.
 - 8.4. The Consultant shall not be entitled to assign or transfer the benefit of this Agreement.
 - 8.5. The Consultant shall assume all responsibilities and obligations of personal safety and shall be responsible for taking out any appropriate insurance coverage for the duration of the Agreement.
 - 8.6. In implementing the transactions covered in this Agreement and in dealing with each other, the parties shall adhere to and be guided by the principles of fairness and equity at all times.
 - 8.7. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration, in accordance with the laws of the Philippines.
9. The following documents shall be deemed to form and be read and construed as integral parts of this Agreement:
- 9.1. Terms of Reference;
 - 9.2. Notice of Award;
 - 9.3. All other documents/statements not specifically mentioned herein, but are part of the procurement process.

IN WITNESS WHEREOF, the parties hereto have signed this Consultancy Services Agreement.

(original signed)
MEL GEORGIE B. RACELA
Executive Director, AMLC
Manila, Philippines
Date: 28 June 2021

(original signed)
GERARDO K. GALVEY
Consultant
City of Makati, Philippines
Date: 28 June 2021

SIGNED IN THE PRESENCE OF:

(original signed)
MA CHRISTINE V ALEJANDRINO
Witness for AMLC

(original signed)
JESUS CARIASO
Witness for Consultant

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME, a Notary Public in Manila, Philippines, personally appeared the following:

	Proof of Competent Identity	Date Issued	Place of Issue
MEL GEORGIE B. RACELA			
GERARDO K. GALVEY	Driver's License: N04-81-047255	9/11/2019	Makati City

Both being known to me to be the same persons who have executed the above **CONSULTANCY SERVICES AGREEMENT**, and who acknowledged the same as their voluntary act and deed. I further certify that this document consists of six (6) pages, including this page, and that the same is duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this 28th day of June 2021 in Manila _____, Philippines.

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Series of 2021

(original signed)
ATTY. JEFFRY A. ALEJO
Notary Public
Commission No. 2020-20
Until 31 December 2021
IBP No. 112681 / 10 January 2020
PTR No. 9220216 / 28 January 2020
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665