

Contract Agreement

Highly Technical Consultant to Develop the Philippine Dimensional Model for National Values and Questionnaire Survey

THIS AGREEMENT made this 5th day of JANUARY 2018 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROSEMARIE G. EDILLON**, hereinafter referred to as the **"Procuring Entity"**;

and

DR. MICHAEL MINKOV with address at Hofstede Insights, 5th Floor, Arabiankatu 12 00560 Helsinki, Finland, hereinafter referred to as the **"Consultant"**;

WHEREAS, the Entity is desirous that the Consultant execute ***Highly Technical Consultant to Develop the Philippine Dimensional Model for National Values and Questionnaire Survey*** (hereinafter called "the Works") and the Entity has accepted the proposal for ***Six Million, Seven Hundred Thirty Seven Thousand and Five Hundred Pesos (PhP6,737,500.00)***, by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THEREFORE, the Entity and the Consultant have agreed on the following terms and conditions;

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Annual Procurement Plan;
 - b. Purchase Request;
 - c. Invitation Letter;
 - d. Terms of Reference
 - e. Hofstede-ITIM cooperation agreement and contract;
 - f. Consultant's Activity and Financial Proposal;
 - g. NBAC Resolution Recommending award of Contract;
 - h. Notice of Award of Contract and the Consultant's Conforme thereto;
 - i. Performance Security; and
 - j. Notice to Proceed.
3. In consideration of the payments to be made by the Procuring Entity to the Consultant, the Consultant hereby covenants with the Procuring Entity to deliver said services in conformity with the provisions of this Contract in all respects.



4. The Entity hereby covenants to pay the Consultant in consideration of the delivery of said services, the Contract Price or such other sum, as may become payable at the time and in the manner prescribed by this contract.
5. Payment will be made based on the milestones in relation to the consultancy service, including the target date of completion for each activity and the payment scheme based herein:

Deliverables	Completion
Inception Report which includes the conceptual framework and draft research design, including methodology, list of resource materials, summary of existing preliminary data on Philippine culture and related documents with proposed timetable/ GANTT chart.	Within five (5) weeks from the date of receipt of the Notice to Proceed (NTP)
Progress Report, which is a mid-period report of the research that includes a detailed documentation of project activities thus far conducted: 1. Analysis of Existing Available Data 2. Development of Questionnaire for national survey 3. Guidelines for the Focus Group Discussions to validate questionnaire 4. Pre-testing of the questionnaire 5. Conduct of the pilot survey	Within eighteen (18) weeks from the date of receipt of the NTP
Presentation of the Results, and Knowledge and Technology Transfer, which includes a) a visual presentation, b) an executive summary with 1,000-1,500 words, and c) actual face-to-face discussion of the preliminary results	Within twenty-three (23) weeks from the date of receipt of the NTP
Final Draft and Terminal Report, (in accordance with Section III.A) which should clearly articulate and provide evidence for the following: 1. The Philippine dimensional model for national culture; 2. Methodology to conduct research to quantitatively rate cultural values against these dimensions	Within twenty-four (24) weeks from issuance of NTP.

7. Billing for the reimbursable items may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents. In the absence of official receipts/documents when claiming for reimbursable costs, the Consulting Firm shall submit a certification of actual disbursements made under oath.
8. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

Deliverables	Remuneration Payment Schedule
Upon acceptance of Inception Report by end-user	20%
Upon delivery of the raw data of the pilot study and	30%

acceptance by end-user	
Upon acceptance of Progress Report by end-user	20%
Upon acceptance of Final Draft and Terminal Report by end-user	30%
TOTAL	100%

9. This Contract shall not create an employer-employee relationship between the Entity and the Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government
10. The Consultant shall assume the risk of foreign currency fluctuation for the duration of the contract.
11. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
12. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.
13. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed by:


ROSEMARIE G. EDILLON

Undersecretary
NEDA National Development Office-
Planning
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed by:


DR. MICHAEL MINKOV

Hofstede Insights, 5th Floor, Arabiankatu 12
00560 Helsinki, Finland

Signed in the Presence of:





ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY) S.S.

QUEZON CITY

Before me this JAN 15 2018 day of _____ in _____, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
ROSEMARIE G. EDILLON In her capacity as Undersecretary, NEDA National Development Office- Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	PHILIPPINE PASSPORT NO. : S0013334A	Sept. 21, 2017 DFA Manila
DR. MICHAEL MINKOV Hofstede Insights, 5 th Floor, Arabiankatu 12 00560 Helsinki, Finland	REPUBLIC OF BULGARIA PASSPORT NO. : 382974158	October 15, 2014

all known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 118 ;
Page No. 25 ;
Book No. 7A ;
Series of 2018

[Signature]
ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC
UNTIL December 31, 2018
PTR NO. 5520234, January 3, 2018, QUEZON CITY
IBP NO. 019073 12-20-2017 - QUEZON CITY
ROLL NO. 13296
ADM. MATTER NO. NP-046-(2017-2018)
TIN NO. 177-967-619-000
MCLE III-0024526 - December 12, 2017
34 Asset's St. GSIS Village
Project 8 Quezon City

21/12/23

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