

CONTRACT AGREEMENT

for the Consulting Services for the Comprehensive Analysis of the Results of the National Values Survey

THIS AGREEMENT, made this _____ day of _____ by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY ROSEMARIE G. EDILLON**, hereinafter referred to as the "**Procuring Entity**";

- and -

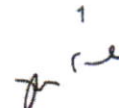
DR. MICHAEL MINKOV with address at Hofstede Insights, Mikonkatu 17a, 00100 Helsinki, Finland, hereinafter referred to as the "**Consultant**";

WHEREAS, upon the invitation of the **Procuring Entity**, the **Consultant** submitted a proposal/offer for the **Procurement of Consulting Services for the Comprehensive Analysis of the Results of the National Values Survey** in the amount of **THREE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND PESOS (PhP3,425,000.00)**, inclusive of all applicable government taxes, bank charges, services charges, travel expenses, and other incidental costs (hereinafter referred to as the "**Contract Price**")

WHEREAS, the **Procuring Entity** accepted the proposal/offer of the **Consultant** through NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 10 (2019), which was approved by the Head of the **Procuring Entity** on 15 April 2019;

NOW THEREFORE, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Consultant** hereby agree as follows:

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) Memorandum of the Governance Staff (GovS) to the NBAC-CS on the justification for the procurement of a highly technical consultant for the Consulting Services for the Comprehensive Analysis of the Results of the National Values Survey;
 - (b) Invitation letter to Dr. Michael Minkov regarding the Negotiated Procurement, consisting of:
 - i. Request for Proposal; and
 - ii. Terms of Reference (TOR).
 - (c) Dr. Minkov's e-mail dated 10 April 2019;
 - (d) NBAC-CS Resolution Nos. 08 (2019), 09 (2019) and 10 (2019);
 - (e) Dr. Minkov's Curriculum Vitae;
 - (f) Dr. Minkov's PhilGEPS Registration Number 220272;
 - (g) Copy of the latest receipt dated 01 April 2019 from the Bulgarian National Revenue Agency (Natsionalna agentsia za Prihodite) certifying that Dr.



- Minkov submitted his latest (first quarter) tax declaration, which constitutes as the equivalent document to the BIR Certificate of Registration;
- (h) Technical Proposal (conformed TOR);
 - (i) Financial Proposal;
 - (j) Hofstede Insights' authorization for Dr. Minkov to use all the former's proprietary rights for the Dimensional Model on cultural values, developed by Geert Hofstede, for the conduct of the Comprehensive Analysis of the Results of the National Values Survey;
 - (k) Notice of Award;
 - (l) Notice to Proceed;
 - (m) Addendum and/or Supplement to the Contract, if any; and
 - (n) Other contract documents that may be required by existing laws and/or the Procuring Entity.

PERIOD OF THE AGREEMENT

3. This Agreement shall be for a period of **twenty-three (23) weeks**, commencing from the date of receipt of the Notice to Proceed (NTP) by the **Consultant**.

OBLIGATIONS OF THE CONSULTANT

4. In consideration of the payments to be made by the Procuring Entity to the Consultant, the Consultant hereby covenants to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. The Consultant shall:

- (a) Submit the following outputs in the form and within the timeline indicated herein:

Deliverable	Timeline
1. Inception Report which includes the methodology for the analysis, critical timelines and the Concept Note of the training/learning session with NEDA on the results of the National Values Survey.	Two (2) weeks from the receipt of the NTP
<p>2. Draft Final Report, which will include a comprehensive analysis of the National Values Survey covering the full data of 10,400 respondents:</p> <p>a) Analysis of the first dataset of 10,200 general population respondents</p> <ul style="list-style-type: none"> • An individual-level analysis, using all individual responses as cases to uncover the ultimate structure (dimensional model) • An analysis of associations between educational level and dimensions of culture and personality • An analysis across the administrative regions of the Philippines represented in the study • An analysis across ethnic and linguistic groups represented in the study • A hierarchical cluster analyses of regions, as well as ethno-linguistic groups. 	Within thirteen (13) weeks from the receipt of the 10,200 respondent database and the 200 IP respondent in SPSS format

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Deliverable	Timeline
<p>b) Analysis of the dataset covering each of the IP groups</p> <p>The Draft Final Report should also include the key dimensions of Filipino culture and the corresponding Filipino values for every dimension that substantially determine behavior, and how they are expected to promote or hamper national development. It should also include a definition of key indicators and baseline values to monitor the key Filipino cultural dimensions that surfaced during the survey.</p>	
<p>Visit to the Philippines will include presentations, sharing sessions and meetings with government officials, including NEDA sector Staffs, local experts, and other stakeholders</p>	<p>The Consultant will conduct two (2) meetings to present the results of his analysis: one for NEDA officials, and the other for local experts and NCIP; and 1 training/learning session for 30 NEDA participants.</p> <p>The Consultant will also attend other relevant meetings scheduled within his visit to present the Results.</p> <p>The visit should be scheduled at least three (3) weeks from the submission of the Draft Comprehensive Analysis.</p>
<p>3. Final Report for the National Values Survey shall consist of the following:</p> <p>a) Final Comprehensive Analysis of the 10,200 general population respondents and the 200 IP respondents, which should:</p> <ul style="list-style-type: none"> • Identify the key dimensions of Filipino culture and the corresponding Filipino values for every dimension that substantially determine behavior, as this will serve as baseline in formulating and defining informed policies, plans and strategies towards creating a high-trust society • Include how the identified dimensions and sets of values therein are expected to promote and/or hamper national development enabling us to identify gaps and how best to address them • Define key indicators and baseline values to monitor the key Filipino cultural dimensions that surfaced during the survey <p>b) Packaged Presentation Material on the Analysis of the National Values Survey which will be used for advocacy and information awareness activities</p>	<p>The Final Report shall be delivered three (3) weeks after the Consultant's departure from the Philippines.</p>

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Deliverable	Timeline
All files used by the Consultant in processing the data for analysis for national and regional survey results including other ways of data disaggregation should also be included.	

- (b) Deliver the outputs in accordance with the timelines set forth in Item V and Project Schedule of the Terms of Reference.
- (c) Coordinate with and seek the approval of NEDA, through the Governance Staff, in the timely delivery of outputs and activities.
- (d) Ensure availability for consultations (phone calls, teleconference, email correspondence) with NEDA.
- (e) Be physically available in Metro Manila, Philippines for the conduct of the following meetings/workshops:
 - i. Two (2) meetings to present the results of the Analysis of the National Values Survey, one with NEDA officials, and the other with local experts and representatives of the National Commission for Indigenous Peoples (NCIP); and
 - ii. One (1) training/learning session for a maximum of thirty (30) participants on the policy implications of the results of the National Values Survey.

The meetings and training/learning session shall be for the account of the Consultant, inclusive of venue and food for the participants.

- (f) Act as resource person in a NEDA Board Social Development Committee – Subcommittee on Culture meeting to communicate the results of the National Values Survey which will be scheduled during his visit in Metro Manila, Philippines.
- (g) Prepare and submit an e-copy (in PDF and MSWord) of the Final Report consisting of:
 - i. The **Final Comprehensive Analysis** of the 10,200 general population respondents and the 200 IP respondents, which should:
 - Identify the key dimensions of Filipino culture and the corresponding Filipino values for every dimension that substantially determine behavior, as this will serve as baseline in formulating and defining informed policies, plans and strategies towards creating a high-trust society;
 - Include how the identified dimensions and sets of values therein are expected to promote and/or hamper national development enabling us to identify gaps and how best to address them; and
 - Define key indicators and baseline values to monitor the key Filipino cultural dimensions that surfaced during the survey.
 - ii. **Packaged Presentation Material** on the Analysis of the National Values Survey which will be used for advocacy and information awareness activities.

NEDA shall approve the template of the Final Report prior to its preparation or writing, couched in layman's term to facilitate ease of understanding.

- (h) Maintain the confidentiality and non-disclosure of the data sets from the National Values Survey, contract output and any related activities and information generated therefrom.
- (i) Process and/or arrange work permits, travel bookings and other logistics in providing services for the project, which shall be for the account of the Consultant.

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- (j) Bear all fees, service charges, and other incidental costs to be incurred in the notarization of the contract consistent with the Philippines' domestic laws, and in the implementation of the project/study, and all other expenses, such as but not limited to travel expenses (e.g. hotel accommodation, food, airfare, local transportation, per diem, and airport fees), bank charges, and cost of adjustment resulting from fluctuation in the foreign exchange rate.
6. If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Agreement, the Procuring Entity shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Procuring Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies available under the circumstances.

OBLIGATIONS OF THE PROCURING ENTITY

7. The Procuring Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Agreement.
8. Full payment for the consultancy services rendered under this contract shall be made upon the issuance of a Certificate of Satisfactory Service. The payment should be released by the **Procuring Entity** within four (4) weeks from the date of submission of the Final Report.
9. The Procuring Entity shall:
- (a) The **Procuring Entity** hereby covenants to pay the **Consultant** in consideration of the execution and completion of the Consulting Services, the Contract Price or lump sum amount as agreed upon under the provisions of this Contract at the time and in the manner prescribed by this Contract.
 - (b) Provide general supervision and direction on the conduct of the project;
 - (c) Provide the consultant the results of the 10,400 respondents data sets of the National Values Survey inclusive of the Indigenous Peoples (IP) Groups submitted by the PSRC based on the timeline specified in this contract;
 - (d) Coordinate the meeting and conduct of training/learning sessions to present the results of the Analysis of the National Values Survey and to correlate the survey results with other sectoral realities on agreed schedule
 - (e) Schedule a NEDA Board Social Development Committee – Subcommittee on Culture meeting to synchronize with the visit of the consultant in Metro Manila, Philippines.
 - (f) Coordinate with the office in NEDA that is in charge of the processing and payment of the services of the Consultant in accordance with the schedule provided in this TOR.
10. This Agreement shall not create an employer-employee relationship between the Procuring Entity and the Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to any and all benefits enjoyed by the regular personnel of the government.

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AMENDMENT

11. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Consultant.

ALTERNATIVE DISPUTE RESOLUTION

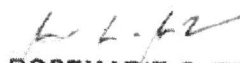
12. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

VENUE IN CASE OF SUIT

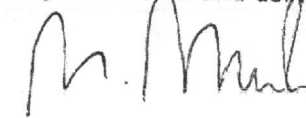
13. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first before written.

Signed, sealed and delivered by:


ROSEMARIE G. EDILLON
Undersecretary for Planning and Policy
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City, Philippines

Signed, sealed and delivered by:


DR. MICHAEL MINKOV
Hofstede Insights
Mikonkatu 17a
00100 Helsinki, Finland

SIGNED IN THE PRESENCE OF:


THELMA C. MANUEL
(Signature Over Printed Name)

#12 St. Josemaria Escriva Drive,
Ortigas Center, Pasig City

(Signature Over Printed Name)
Address:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

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BEFORE ME, a Notary Public for and in _____ this _____ 2019, personally appeared the following with their respective proofs of identity indicated beside their names:

Name	Government Issued Identification Document	Date and Place Issued
ROSEMARIE G. EDILLON Undersecretary for Planning and Policy NEDA-sa-Pasig Building No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City, Philippines	Philippine Passport No. OE0030778	29 June 2016 DFA Manila, Philippines
DR. MICHAEL MINKOV Hofstede Insights Mikonkatu 17a 00100 Helsinki, Finland		

known to me to be the same persons who executed the foregoing Agreement consisting of seven (7) pages, including this Acknowledgment, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities which they respectively represent.

WITNESS MY HAND AND SEAL, on the day, year and place above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.