

CONTRACT AGREEMENT

PROCUREMENT OF SERVICES OF A HIGHLY TECHNICAL CONSULTANT FOR THE CONDUCT OF INDEPENDENT EVALUATION FOR THE PHILIPPINE SID SYSTEM PURSUANT TO ILO - 185 CONVENTION

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered into this _____ day of _____, 2025 in the City of Manila, Philippines, by and between:

08 APR 2025

MARITIME INDUSTRY AUTHORITY, a government agency of the Republic of the Philippines duly organized and existing pursuant to P.D. No. 474, with principal office address at 20th Street corner Bonifacio Drive, Port Area, South Harbor, Manila, herein represented by its Administrator, **SONIA B. MALALUAN**, hereinafter referred to as the "**PROCURING ENTITY**"

-and-

DR. JOHN CAMPBELL, Bion Biometrics Inc., 315-2630 Southvale Crescent Ottawa, Ontario K1B 4S8 Canada, hereinafter called "**THE CONSULTANT**".

WITNESSETH THAT:

WHEREAS, the Manpower Development Service (MDS) of the MARINA deemed it necessary to engage the services of a highly technical consultant who shall provide technical services to verify and assess whether the Philippine Seafarer's Identity Document (SID) System, along with its quality control procedures and issuance processes, remain compliant with the standards set forth by the International Labour Organization (ILO) Convention No. 185, as amended and;

WHEREAS, as provided under Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of the Republic Act (RA) No. 9184, negotiated procurement is allowed in the case of individual consultant hired to provide that are: (i) highly technical or propriety; or (ii) primary confidential or policy deterring, where trust and confidence are the primary consideration for the hiring of consultant, provided that the term of the individual consultant shall at the most, be on six months basis renewable at the option of the appointment Head of the Procuring Entity, but not exceed the term of the latter;

WHEREAS, under the MARINA Bids and Awards Committee (BAC) Resolution No. 2025-18A dated 19 March 2025, it was resolved to recommend that approval of the negotiated procurement of consulting services of Dr. John Campbell considering that he is qualified as Highly Technical Consultant to perform the duties as stated in the Terms of Reference (TOR) for the Engagement of a Highly Technical Consultant (HTC) for the

conduct of Independent Evaluation for the Philippine SID System pursuant to ILO 185 Convention;

NOW, THEREFORE, for the consideration of the foregoing premises, the parties have agreed as follows:

1. Contract Documents

The following documents as mandated by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, shall be considered an integral part of this Agreement:

- a. **Terms of Reference** attached as "**ANNEX A**" which is made an integral part of this Contract ("the Services").
- b. Notice of Award of Contract

2. Payment

For the Services rendered pursuant to **Annex A**, the MARINA shall pay the Consultant with the amount not to exceed **Two Million Four Hundred Thousand Pesos (P2,400,000.00)** inclusive of VAT and all other applicable government taxes and charges;

This amount has been established based on the understanding that it includes all the Consultant's costs, including but not limited to, traveling (international and internal) expenses, accommodation, meals and incidentals expenses;

The release of payment is subject to the submission of the outputs and deliverables required in "Annex A". Any changes in the delivery dates shall be mutually agreed upon in writing between the MARINA and Consultant.

3. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professionalism and ethical competence and integrity.

4. Confidentiality

All materials produced or acquired under the terms of this independent evaluation shall remain the property of the MARINA.

The MARINA, furthermore, retains the exclusive right to publish and disseminate the reports, studies and outputs arising from such materials even after the termination of the consultancy.

The intellectual property rights in any work or material used in this project belonging to the consultant created independently of this project shall remain with the consultant and may not be used without prior written consent of the consultant or for any purpose other than the implementation hereof.

Uphold strict confidentiality of all information that will rise on all materials/ information discussed during the course of the work and adhere to the rules under the Data Privacy Act of 2012 (RA 10173).

5. Assignment

The Consultant shall not assign this Contract or subcontract any portion thereof without the MARINA's prior written consent or its authorized representative.

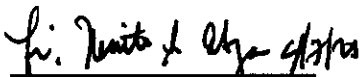
6. Law Governing the Contract

The Contract shall be governed by the laws of the Philippines.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

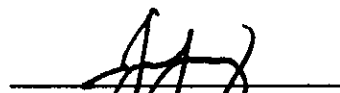
For the Maritime Industry Authority

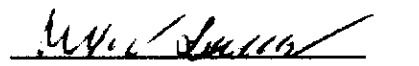
For the Consultant


SONIA B. MALALUAN
Administrator


DR. JOHN CAMPBELL
Consultant

Signed in the presence of:


JOSE LOUIE B. BANUA
Officer-In-Charge, MDS


Alexander Lawrence


EDEN Z. EVANGELISTA
Chief Accountant, MARINA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA) SS.

BEFORE ME, a Notary Public, for and in _____, personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATION	ISSUED ON AND AT
MS. SONIA B. MALALUAN Administrator Maritime Industry Authority	_____	_____
DR. JOHN CAMPBELL	_____	_____

Known to me to be the same persons executing the foregoing instruments, acknowledging that the same is the own voluntary act and deed of the agencies they represent.

WITNESS MY HAND AND SEAL on the 08 day of APR 2025 in
MANILA, Philippines.

NAME OF NOTARY PUBLIC ATTY. MARSON M. MALILLI
Notary Public Until 12-31-2025

Serial No. 67 Commission 824-021
IBP No. 487672 / 12-26-2024 (For 2025) / Manila

Notary Public for Manila
Roll of Attorneys No. 45757

Roll of Attorneys No. 000943, 12-01-22 / Pasig
64 T.M. Kalaw Avenue, Ermita, Manila

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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Page No. 69

Book No. 164

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