

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made as of August 06, 2024, at Bonifacio Global City, Taguig City, Metro Manila by and between:

The DEPARTMENT OF ENERGY, a government agency duly organized and existing under the laws of the Republic of the Philippines, with office address located at Energy Center, 34th St., Rizal Drive, Bonifacio Global City, Taguig City, 1632 represented herein by **PATRICK T. AQUINO, CESO III**, Director of Energy Utilization Management Bureau (EUMB) hereinafter referred to as the "**FIRST PARTY**."

-and-

JUDITH STO. DOMINGO, of legal age, Filipino citizen, with residence located at Unit 2101 Celesta Bldg., Cypress Towers, C-5 Road, Ususan, Taguig City, Philippines, herein referred to as the "**SECOND PARTY**."

WITNESSETH: That

WHEREAS, the DOE is a government institution mandated to prepare, integrate, coordinate, supervise, and control all plans, programs, projects, and activities of the government relative to energy exploration, development, utilization, distribution, and conservation, with a mission of improving the quality of life of the Filipino by formulating and implementing policies and programs to ensure sustainable, stable, secure, sufficient, accessible, and reasonably-priced energy.

WHEREAS, the **FIRST PARTY** is in need of a technical expert to effectively communicate to the public and relevant stakeholders the introduction of nuclear power in the country's energy mix and to provide sets of recommendations for the government in coming up with a better preparations and implementation of communication on the plans and programs for having nuclear as an option for power generation;

WHEREAS, the **SECOND PARTY** has signified willingness, to which the **FIRST PARTY** has accepted, to provide the services needed by the latter;

WHEREAS, the **SECOND PARTY** possesses the education, technical experience, knowledge, and skills required to perform the scope described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties hereby agree to the composition of this agreement:

I. SERVICES

The Second Party shall render Consultancy Services for the Nuclear Energy Program (NEP) on the effective communication to the public and relevant stakeholders the introduction of nuclear power in the country's energy mix. The highly technical NEP consultant shall also provide sets of recommendations for the government in coming up with a better preparations and implementation of communication on the plans and programs for having nuclear as an option for power generation.

II. REQUIREMENTS, SCOPE, COVERAGE AND DELIVERABLES

The DOE needs to engage the services of a highly technical consultant that will be able to facilitate the following:

- Identify messaging gaps on the readiness to launch a nuclear energy program in the country following an assessment of the relevant infrastructure issues;
- Develop strategic communication objectives on which to anchor targeted messaging and other components;
- Formulate the crucial core messages for stakeholders and the public to help fill in the identified communication-related gaps;
- Identify specific target audiences for those messages, including champions and channels through which those stakeholders can be effectively reached;
- Come up with a detailed communication implementation plan, laying down strategic content for each issue that will extensively cover the range of information needed by stakeholders;
- Produce content in the form of fact sheets, media releases, statements, graphics cards and the like on the anticipated contribution of nuclear energy in the country's power supply mix; seed and disseminate them accordingly after approval according to timelines;
- Seed content to relevant media on other countries' beneficial tapping and utilization of nuclear technologies that the Philippines can also gain due advantage from in pursuit of development goals.

A. CONSULTANCY

The Consultant is expected to provide advice and consultancy services (comments, recommendations to reports, research, studies, policies, etc.) which will ensure the successful implementation of the NEP-CC in relation to:

Activities	Deliverables
1. Provide strategic communication-related inputs to the assessment/evaluation and finalization of the phase action plan;	
2. Validate each component of the draft Plan accordingly and integrate adjustments as necessary to meet communication objectives;	
3. Taking into account the evaluation/assessment/action plan as well as insights and inputs from colleagues, experts and stakeholders, consolidate content for the Strategic Communication Plan on the Nuclear Energy Program;	

4. Submit communication-related builds for the review of the pre-feasibility study in relation to the cooperation of the DOE and KHNP;	
5. Provide strategic communication-related inputs to the assessment/evaluation and finalization of the phase action plan;	
6. Submit communication-related builds for the review of the pre-feasibility study in relation to the cooperation of the DOE and KHNP;	
7. Taking into account the evaluation/assessment/action plan as well as insights and inputs from colleagues, experts and stakeholders, consolidate content for the Strategic Communication Plan on the Nuclear Energy Program;	
8. Validate each component of the draft Plan accordingly and integrate adjustments as necessary to meet communication objectives;	
9. Submit communication-related builds and recommendations for the Implementation of the Work and Financial Plan of NEP-CC, as applicable, to ensure extensive communication support to its identified priority activities;	
10. Submit communication-related inputs in the preparation of requirements for the Consultancy Meeting on the Integrated Work Plan or IWP for the country;	
11. Translate and convert the updated Country Nuclear Infrastructure Profile into formats that are better appreciated by stakeholders;	
12. Draft and disseminate information highlighting the importance of ratifying treaties and agreements and passing laws that are pertinent to the country's capacity to benefit from nuclear energy technologies;	
13. Deliver public affairs and communication support to any other related activities of the NEP-CC.	

B. OTHER DELIVERABLES

- Define and contribute communication-related inputs as applicable to the evaluation of the infrastructure areas relative to the introduction of a nuclear energy program for the country;

- Provide the necessary support and content in various formats, including publications, literatures, speeches, media statements, and messages from the identified priority activities that are deemed vital to gain support for the launch of the country's nuclear power program;
- Formulate communication-related inputs to recommendations necessary to address identified gaps in infrastructure issues.

III. CONTRACT / PROJECT / ACTIVITY DURATION

The engagement of the services of the Consultant which shall cover five (5) months, starting 01 August 2024 to 31 December 2024 and termination of services upon expiration of the period covered, will be subject to renewal or extension of services as required and endorsed by the DOE.

IV. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract (ABC) is Five Hundred Seventy Thousand Pesos (PhP 570,000.00), inclusive of all applicable government taxes in accordance with government procedure.

The budgetary requirements to carry out the services of the Consultant particularly in the submission of inputs, participation to meetings and various activities of the NEP-CC shall be sourced from the NEP-CC Fund.

V. THE CONSULTANT

The NEP-CC Technical Consultant shall have the following responsibilities:

- 5.1 Abide with the government auditing principles and terminologies as specified in the Government Accounting Manual and other applicable government rules and guidelines;
- 5.2 Adhere to the agreed scope of work/deliverables which were approved by DOE;
- 5.3 Provide a full report consistent with the content of the approved scope of work/deliverables to the agency at the end of each activity unless otherwise agreed by DOE; and
- 5.4 All information reviewed and recorded by the Consultant would be always treated in full confidentiality.

VI. ELIGIBILITY AND SELECTION CRITERIA

- 6.1 The Consultant must be PhilGeps Registered;
- 6.2 The Consultant must have at least ten (10) years of experience in the field of communication strategy implementation;
- 6.3 The Consultant has the necessary technical skills and expertise needed to help carry out the required outputs of nuclear energy program;
- 6.4 The Consultant must be knowledgeable on government's processes or with direct experience in related processes;

- 6.5 The Consultant must have published statements, media releases and newsletters or any other related documents;
- 6.6 The Consultant must have an experience in publishing articles;
- 6.7 The Consultant preferably had an experience providing his/her expertise to international body.

VII. PAYMENT TERMS AND CONDITIONS

- 7.1 The monthly payment of services shall be payable monthly amounting to One Hundred Fourteen Thousand Pesos (Php 114,000.00), gross of tax, inclusive of all applicable government taxes as per government procedure. Payment of compensation shall be released subject to submission of outputs/deliverables as proof of services rendered;
- 7.2. The Consultant shall be assigned at the Office of the Undersecretary and perform tasks and functions as assigned, and provided with whatever is necessary for the undertaking such as but not limited to office space and equipment which shall be provided by the Administrative Services for the Consultant's administrative, transportation and logistical requirements. Any equipment provided shall be reverted back to the DOE upon termination of the Contract;
- 7.3 She/he shall not, however, be designated to a position exercising control or supervision over regular and career personnel and,
- 7.4 In this regard, the Consultant shall coordinate with the NEP-CC and concerned Sub-Committee (SC) to determine the key issues, timelines, and prioritization on the monthly deliverables for approval. The deliverables shall be a recommendation to guide actions of the Undersecretary/Secretary of the DOE.

Reporting

The Consultant shall submit a monthly accomplishment report as the basis for payment of services rendered to the newly established Nuclear Energy Division (NED) of the Energy Utilization Management Bureau (EUMB) who will facilitate the said payment and coordination among the NEP-IAC.

Other Conditions

The Consultant shall report immediately upon signing of the Contract and remain in force unless revoked by the undersigned and/or competent authority of the Department of Energy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first written above.

By:



ATTY. SHARON S. GARIN
Undersecretary and NEP-CC Chairperson

for:

Department of Energy

By:



JUDITH STO. DOMINGO
NEP Consultant



ATTY. PATRICK T. AQUINO, CESO III
Director, EUMB
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)S.S


BEFORE ME, a Notary Public for and in the City of Manila, personally appeared the following:

NAME	PROOF OF IDENTIFICATION
SHARON S. GARIN	Passport No. P8196730B /Nov 17, 2021/DFA Iloilo
JUDITH STO. DOMINGO	TIN No. N04-91-169419 issued on 11/23/2032

respectively, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged before me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this 10 -09- 2024

Doc. No. 420 ;
Page No. 85 ;
Book No. 81;
Series of 2024.


ATTY. ISIDRO V. ALMENTEROS
NOTARY PUBLIC
Until December 31, 2024
1626 Estrada Street, San Andres, Manila
IBP OR No. 248073(2024) 9-23-2022/MLA
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