

CONSULTANCY CONTRACT

This Consultancy Contract ("Contract" for brevity) is made and entered into by and between:

DEPARTMENT OF ENERGY (DOE), a government office duly organized and existing under the laws of the Republic of the Philippines with office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by the DOE Energy Resource Development Bureau (ERDB) Director, **NENITO C. JARIEL, JR.**, hereinafter referred to as the "**DOE.**"

- and -

GENEROSO P. REVILLA, of legal age, a Filipino citizen, with residence and postal address 45 De Castro Avenue, Ligas 1, Bacoor, Cavite, Philippines 4102 hereinafter referred to as the "**CONSULTANT.**"

The **DOE** and **CONSULTANT** are hereinafter collectively referred to as "Parties" and individually as "Party."

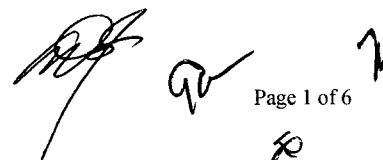
WITNESSETH: That

WHEREAS, on 27 December 2017, the DOE promulgated Department Circular No. DC2017-12-0017, entitled "Adopting the Philippine Conventional Energy Contracting Program (PCECP) of Awarding Petroleum Service Contracts (PSCs) and Creating the Review and Evaluation Committee (REC)", which provided the modes of awarding PSCs through Pre-Determined Areas (PDA) and Nomination.

WHEREAS, in consonance with the Philippine Development Plan and the President's Directive in the 2023 State of the Nation Address to explore for more indigenous petroleum resources, the Department of Energy (DOE) needs to accelerate its exploration, development and utilization of indigenous petroleum resources to contribute to the country's energy security, create jobs, and generate wealth. In order to implement its mandate under Presidential Decree No. 87, and to attract private entities which have the capital, technology and experience into exploring and developing the country's petroleum resources, the DOE has adopted various modes of awarding Petroleum Service Contracts (PSCs) – from direct negotiation to public contracting rounds.

WHEREAS, in order to access and maximize untapped petroleum resources, the DOE through the Energy Resource Development Bureau (ERDB) has developed the necessary regulatory frameworks for (1) the unhampered development and production of confirmed petroleum resources, (2) the joint administration of petroleum exploration opportunities in prospective areas in the Sulu Sea and Cotabato Basins in the Bangsamoro Region, and (3) the declassification and free access for petroleum data to reinforce the first two developments. Further, beyond the conventional petroleum resources, the DOE has also ratified the necessary guidelines and roadmap for the awarding of Service Contracts for the exploration, development, production, and utilization of Native or Geologic Hydrogen which is dubbed as the "fuel of the future".

WHEREAS, in light of the Philippines' portfolio of petroleum resources, including native hydrogen, coupled with the continuous adoption of progressive policies and regulations, the DOE is offering for bidding several highly prospective PDAs for petroleum and native hydrogen.


Page 1 of 6

WHEREAS, there is a need to capacitate, guide and coach the technical personnel involved in PCECP in the conduct of Prospect Evaluation and Resource Assessment of PDAs, which is necessary for DOE to design the applicable work programs for the areas being offered.

WHEREAS, the DOE, is hereby adopting an Alternative Method of Procurement, pursuant to Section 53.7 of the Revised Implementing Rules and Regulations of the Republic Act (RA) No. 9184, which provides that Negotiated Procurement shall be allowed in cases when the work is highly technical or proprietary or primary confidential or policy determining;

WHEREAS, the DOE, in resorting to Negotiated Mode of Procurement ensures that the most advantageous price has been obtained for the Government.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby stipulate and agree as follows:

1. TERM OF CONTRACT.

The DOE hereby engages the services of the CONSULTANT for a period of six (6) months commencing on *01 July 2024* subject to renewal at the sole option of the DOE.


2. ASSIGNMENT.

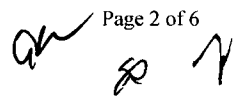
The CONSULTANT shall be provided with a workspace at the ERDB, DOE Main Office and perform tasks and functions as assigned. The CONSULTANT shall not, however, be designated to a position exercising control or supervision over regular and career personnel pursuant to Section 15, Rule XIII of the Civil Service Commission (CSC) Memorandum Circular (MC) No. 40, s. 1998 "Revised Omnibus Rules on Appointments and other Personnel Actions." The CONSULTANT is not prohibited from undertaking his existing consultancies, accepting additional consultancies, teaching and publishing in academic journals, provided there is no conflict of interest.

3. DUTIES AND RESPONSIBILITIES.

The CONSULTANT shall provide consultancy services and expert advice (the "Services") and perform the following functions and responsibilities among others:

- a. Develop in-depth understanding of the petroleum resources by formulating nine (9) modules on Petroleum Resource Evaluation, and conduct refresher lecture/workshop on the following topics:
 1. Petroleum Prospects and Leads
 2. Seismic Interpretation
 3. Geochemical Data
 4. Well Data
 5. Basin Modelling
 6. Petroleum Volumetrics
 7. Risking Analysis
 8. Decision Making
 9. Resource Assessment
- b. Report onsite at the ERDB office at least 2 days per week, or as may be deemed necessary by ERDB;


Contract No.: 2024-0151-0226-0212-0080

Page 2 of 6


- c. Performance of any other functions that the Secretary may further assign which are consistent and in accordance with this Contract.

The CONSULTANT is expected to deliver the following:

- a. Modules on Petroleum Resource Evaluation; and
- b. Assessment reports and a final report on technical capacity building and other relevant interventions;

4. COMPENSATION FOR SERVICES.

In consideration of the services rendered by the CONSULTANT, DOE shall pay the CONSULTANT a total of eight hundred eighty thousand pesos only (PHP 880,000.00), gross of tax and payable on the following schedule:

Milestone	Payment Percentage
Inception Workshop	10%
Assessment Report for Modules 1-4	40%
Assessment Report for Modules 5-9	40%
Exercise Results of Resource Assessment	10%

The applicable professional tax shall be for the account of the CONSULTANT.

5. EXECUTION OF SERVICES.

The CONSULTANT shall faithfully render the Services to DOE. However, the Services may, from time to time, require the CONSULTANT to work beyond normal work schedule if necessary for the completion of the Project.

The CONSULTANT, in the exigency of service and approval of the Secretary, may be required to travel, local or foreign, at the DOE expense, subject to the provisions of Executive Order No. 77, series of 2019 or the "Prescribing Rules and Regulations and Rates of Expenses and Allowances for Official Local and Foreign Travels of Government Personnel".

The CONSULTANT agrees and hereby commits himself to perform his Services with the highest professional standards and in accordance with pertinent policies and guidelines of DOE.

6. CONFIDENTIALITY OF CONTRACT.

In the performance of the Services under this Contract, the CONSULTANT will necessarily acquire personal, official or confidential information. The CONSULTANT agrees not to disclose, to any third party, copy or reproduce any such confidential information, unless authorized in writing by DOE. Upon termination of this Contract, the CONSULTANT shall surrender to DOE, all official or confidential records he may possess by reason of his engagement by the DOE. This obligation shall survive the termination of this Contract.

The CONSULTANT shall undertake not to reveal data or information obtained from DOE to any third person/s without prior authority from DOE during and after the termination of this Contract.

7. CONFLICT OF INTEREST.

Unless otherwise released by DOE, the CONSULTANT shall not engage himself in any other concurrent activities that may be in conflict with this Contract.

8. BREACH, DAMAGES AND INDEMNIFICATION.

In case of breach by the CONSULTANT of any of his obligation under this Contract, DOE shall have the right to demand the performance of the obligations or corrections or rectification of the breach within thirty (30) days from notice thereof. Failure of the CONSULTANT to perform any of his obligations or correct a breach within the prescribed period to the satisfaction of DOE shall be a cause for the immediate termination of this Contract without the need of any further notice.

Further, DOE shall have the right to recover whatever damages that it may have suffered by reason of or in connection with such non-performance or breach by the CONSULTANT. The CONSULTANT hereby agrees to defend, protect, indemnify and hold free and harmless DOE, its Secretary, directors, officers and employees from any and all claims, damages, losses, expenses or liability of whatever nature and kind, that DOE may incur, pay or be liable for, arising from, or in connection with the performance of his obligation under this Contract.

9. AWARD OF CONTRACT.

The DOE warrants that none of the officials or representatives has given or promised to give any money or gift to anybody to influence the decision regarding the awarding of this Contract.

The CONSULTANT warrants that he did not exert or utilize any unlawful influence to solicit or to secure this Contract through an agreement to pay a commission, brokerage, or contingent fee from the contract price.

Should the CONSULTANT break this warranty, he shall be held civilly and/or criminally liable under the Anti-Graft or other applicable laws.


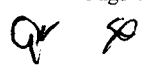

10. RELATIONSHIP OF THE PARTIES.

The Parties agree and acknowledge that this is a contract for services and as such no provision of this Contract shall be construed as creating any form or partnership, agency, joint venture, employer-employee relationship or any other relationship not expressly stipulated herein and neither will CONSULTANT have a right, power or authority to bind or create any obligation, express or implied on behalf of the other Party. The CONSULTANT shall not be entitled to rights and benefits usually enjoyed by employees of DOE.

11. TERMINATION OF SERVICES.

This Contract shall remain in full force and effect unless otherwise terminated as follows:

- (a) Upon mutual agreement of the Parties;
- (b) By either party for any reason, at any time, provided a written notice thereof is served upon the other party at least thirty (30) days prior to the effective date or termination; or

(c) By either party, in case of default by the other party in the performance of obligations under this Contract.

12. GOVERNING LAW, VENUE AND JURISDICTION.

This Contract shall be subject to and construed in accordance with the laws of the Republic of the Philippines. The Parties agree to submit to the exclusive jurisdiction of the courts of Taguig City.

IN WITNESS WHEREOF, the Parties hereto affix their signatures this _____ day of _____ 2024 in Taguig City.

DEPARTMENT OF ENERGY

By:



NENITO C. JARIEL, JR.

ERDB Director



GENEROSO P. REVILLA

Consultant

SIGNED IN THE PRESENCE OF:



ALESSANDRO O. SALES

Undersecretary



HELEN C. ROLDAN

OIC-Chief, Accounting Division

CAF No. 09-24-06-074

CAF Date: June 25, 2024

PN No. 02-0151-2024-04-0226

₱ 880,000.00



Contract No.: 2024-0151-0226-0212-0080

Page 5 of 6

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF Manila

BEFORE ME, a notary public for and in S.S. Manila, personally appeared:

DEPARTMENT OF ENERGY
Represented by:


NAME	Competent Evidence of Identity	Date and Place Issued
NENITO C. JARIEL, JR.	UMID CRN-006-0011-5658-8	
GENEROSO P. REVILLA	SSS ID No. 03-5843435-7	

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same in their free and voluntary act and deed and that of the offices which they respectively represent.

This instrument consists of six (6) pages including this page on which this acknowledgement is written, signed by the Parties executing this instrument and sealed with my notarial seal.

IN WITNESS THEREOF, I have hereunto affixed my hand this 28 06 day of 2024, _____ at the place and date above written.

Doc. No. 139
Page No. 29
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. 248072(2023) 9-23-2022/MLA
 PTR No. 0862227/1-03-2023/MLA
 MCLE Compliance No. VII-0007108/4-14-2025
 Attorney's Roll No. 34272



Contract No.: 2024-0151-0226-0212-0080