

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE made this _____ day of June 2024 at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, by and between:

The **DEPARTMENT OF ENERGY**, a government agency created under Republic Act No. 7638, as amended, with principal office address at Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its Director for Administrative Services, **ELISA B. MORALES**, hereinafter referred to as the "**FIRST PARTY**";

and

TRISTAN C. IGNACIO of legal age, Filipino Citizen, Imus, Cavite, hereinafter referred to as the "**SECOND PARTY**".

The **FIRST PARTY** and the **SECOND PARTY** are hereinafter collectively referred to as the **PARTIES** and individually as **PARTY**.

WITNESSETH: That

WHEREAS the parties herein have agreed to enter new Contract of Service for the period of seven (7) months from June 2024 up to December 2024;

NOW, THEREFORE, in view of the foregoing premise, the **PARTIES** hereby agree as follows:

1. The services of the **SECOND PARTY** shall be engaged for the period beginning May up to December 2024.
2. The **SECOND PARTY** shall perform the following services:
 - a. Conduct of practice and rehearsal sessions for the DOE Chorale members for two hours per session every last Thursday of the month. Direct and conduct the DOE Chorale during concerts and presentations within and outside the DOE premises, every first Monday of the month, or for rehearsals and performances as requested by/agreed with the DOE Chorale Coordinator. This will encompass a total of 42 rehearsals and performances from the date of signing of this contract until 31 December 2024, as illustrated below:

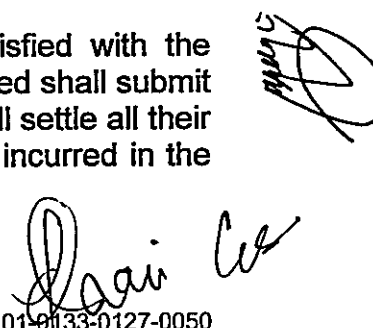
Month	Rehearsal	Performance
June	1	1
July	1	1
August	1	1
September	1	1
October	2	1
November	2	1
December	2	2
Others	17	7
Total	27	15

= 114,750.00 + = 69,000.00 = 183,750.00

- b. Provide the DOE Chorale every month the following:
 - i. Notations, study tapes/CD/digital formats and other materials to guide them in studying the songs.
 - ii. List of songs together with the voice arrangements and lyrics.
 - iii. Minus-one and live accompaniment during rehearsals and performances.
 - c. Develop and train the singing ability of each member and the group's skills to sing/perform in harmony through the conduct of regular voice workshops.
 - d. Expand the DOE Chorale's repertoire and enable the group to perform on any occasion.
 - e. Conduct audition for the recruitment of new members.
 - f. Accomplish reports and other documents as required.
3. The **FIRST PARTY** shall pay the **SECOND PARTY**, as full consideration for the whole services performed, the sum of **FOUR THOUSAND TWO HUNDRED AND FIFTY PESOS** (Php 4,250.00) per two (2) hours training/rehearsal session and **FOUR THOUSAND SIX HUNDRED PESOS** (Php 4,600.00) per performance session conducted every two months, inclusive of all taxes, fees, charges, and other legal exactions for the whole duration of the contract.
4. Should the **SECOND PARTY** failed to complete the schedule monthly sessions, the amount to be paid shall be adjusted to reflect the actual number of sessions served. The rate shall be determined based on the per session rate of **FOUR THOUSAND TWO HUNDRED AND FIFTY PESOS** (Php 4,250.00) per two (2) hours training/rehearsal session and **FOUR THOUSAND SIX HUNDRED PESOS** (Php 4,600.00) per performance session including any fractional sessions served by the **SECOND PARTY**.

Further, in such cases when the number of rehearsal and performance exceed the required session per month, the **SECOND PARTY** shall be entitled to be paid the amount of **FOUR THOUSAND TWO HUNDRED AND FIFTY PESOS** (Php 4,250.00) per two (2) hours training/rehearsal session and **FOUR THOUSAND SIX HUNDRED PESOS** (Php 4,600.00) per performance session, also inclusive of any and all taxes, fees, charges and other legal exaction for the whole duration of the contract, and deducted from the rehearsal and performance allotted outside of the monthly schedule.

5. For services performed during special event or occasions and outside services mentioned in Section 2 hereof, the **FIRST PARTY** shall pay the **SECOND PARTY** the sum of **FOUR THOUSAND TWO HUNDRED AND FIFTY PESOS** (Php 4,250.00) per two (2) hours training/rehearsal session and **FOUR THOUSAND SIX HUNDRED PESOS** (Php 4,600.00) per performance session inclusive of any and all taxes, fees, charges and other legal exaction for the whole duration of the contract and which shall be paid within the corresponding billing period for the services rendered in said event/occasion.
6. In the event that any of the **PARTIES** concerned are not satisfied with the implementation of this contract of the service, the **PARTY** concerned shall submit a one-month notice of termination of contract. Both **PARTIES** shall settle all their obligations to the other including bond, unpaid fees etc. damage incurred in the non-performance of obligations/services, etc.



7. Nothing herein shall be construed as creating between the **FIRST PARTY** and the **SECOND PARTY** the relationship of principal-agent, or employer-employee. The **FIRST PARTY** shall not in any way be liable or responsible for any personal injury or damage, including death, sustained by **SECOND PARTY** during the lawful performances of his duties in accordance with this contract of service.

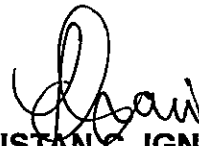
IN WITNESS WHEREOF, the PARTIES hereto have signed this instrument on the date and at the place first above-written.

DEPARTMENT OF ENERGY

By:

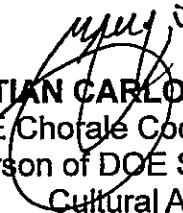


ELISA B. MORALES
Director, Administrative Services
First Party



TRISTAN C. IGNACIO
Second Party

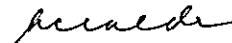
Signed in the Presence of:



KRISTIAN CARLO B. VICTORIO
DOE Chorale Coordinator and
Chairperson of DOE Subcommittee on
Cultural Affairs



MARIA CECILIA SOFIA P. BALDOS
Chief Administrative Office, DOE
Human Resources Management
Division



HELEN C. ROLDAN
OIC-Chief, DOE Accounting Division

CF No. 01-24-06-183

CF Date: June 10, 2024

Pr. No. 02-0101-2024-03-0133

↑ 183, 750-N

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public for and in the City of MANILA JUN 18 2024
day of _____ 2024, personally appeared:

Name	Proof of Identification	ID Number
ELISA B. MORALES	LTO Driver's License	N25-99-059351
TRISTAN C. IGNACIO	Passport	P7722496B

Both known to me and to me known to be the same persons who signed and executed the foregoing instrument and they acknowledged to me that the same is their free and volunteer act and deed and that of the office or personality they respectively represent.

This instrument consists of four (4) pages including this page on which this acknowledgement is written, and all pages hereof had been signed by the parties and their witnesses stand with my notarial seal.

IN WITNESS MY HAND AND SEAL, at the place and on date first above written.


 ATTY. ISIDRO V. AUMENTEROS
 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

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