

CONSULTANCY CONTRACT

This CONTRACT made and entered into this 17th day of January 2020, in the City of Manila by and between:

The **WITNESS PROTECTION SECURITY AND BENEFIT PROGRAM (WPSBP)**, an Office created under Republic Act No. 6981 represented herein by its Program Director SDSP THEODORE M. VILLANUEVA, Department of Justice, Padre Faura, Manila hereinafter referred to as the "Program";

-and-

LEOPOLDO A. DELA CRUZ, of legal age, married and with residence and postal address at 24 Premium Street, GSIS Village, Project 8, Quezon City, thereafter referred to as **CONSULTANT**;

WITNESSETH, that:

- Theodore M. Villanueva*
1. Pursuant to the provisions of R.A. No. 6981, Witness Protection Security and Benefit (WPSBP) Act and CSC-COA-DBM Joint Circular No. 1 dated June 15, 2017, the Program hereby employs the CONSULTANT to provide policy-determining, primarily confidential and highly technical services to the WPSBP; including advice and assistance on the following:
 - a. Verification and review of transactions on special livelihood projects for witness clients;
 - b. Verification and review of transactions on any/other projects funded in favor of witness clients as may be assigned by the WPSBP Director;
 - c. Evaluation of any proposed project or request for assistance by any witness clients or by any person on behalf of the witness clients for the purpose of having additional information in determining propriety and feasibility of the proposal;
 - d. Report to the WPSBP Director any findings which would need immediate action;
 - e. To perform any other audit, review and evaluation works as may be assigned by the Program Director from time to time; and,
 - f. Submit written reports to WPSBP Director on any audit, review and evaluation works performed.

Theodore M. Villanueva

which function cannot be provided by the present office staff in view of the nature of such services;

2. The Program has available fund for this purpose;

3. The Program agrees to pay the **CONSULTANT** a regular monthly consultancy fee in the sum of **SIXTY THOUSAND PESOS (P60,000.00)**, effective January 1, 2020, to be paid on a semi-monthly basis.
4. Pursuant to the provision of R.A. No. 9184, this Contract shall be for a maximum period of six (6) months, renewable at the option of the Head of Procurement Entity (HOPE), but in no case shall exceed the term of the latter;
5. All confidential matters/information obtained during the Consultant's employment with the WPSBP shall be kept by him in confidence even after the termination of the Contract; and shall not be divulged to any person other than the authorized Program Implementor/s. Violation of this clause shall be subject to the penal provision of Section 7 paragraph 2 of R.A. No. 6981 and such other action as the WPSBP may deem proper to take;
6. Should the WPSBP be dissolved/discontinued for any reason, this Contract shall be ipso facto terminated and the WPSBP shall not be liable for the pre-termination of this CONTRACT; and
7. The **CONSULTANT** hereby accepts this consultancy contract and conditions herein prescribed.

IN WITNESS WHEREOF, the parties have hereunto signed this CONTRACT at the place and date above.

CONFORMED:



LEOPOLDO A. DELA CRUZ
 Driver's License No. DO5-80-006140
 Issued at Quezon City
 On _____

WITNESS PROTECTION SECURITY
 & BENEFIT PROGRAM
 DEPARTMENT OF JUSTICE



SDSP THEODORE M. VILLANUEVA
 Program Director
 Government ID No. PROSECS-118-10
 Issued at Manila
 On 10/5/18

SIGNED IN THE PRESENCE OF:



Handwritten: Villanueva
ELSA T. DELA CRUZ

10 4 FEB 2020

Personally appeared before me this ___ day of ___ at _____, Philippines. LEOPOLDO A. DELACRUZ and SDSP THEODORE M. VILLANUEVA and exhibited their Driver's License No. _____ and, government issued ID _____, respectively, known to me and to be known to be the same persons who executed the foregoing instrument and acknowledged that same is their free will and voluntary act.


ANNA NOREEN T. DEVANADERA
 Senior Assistant State Prosecutor