

CONTRACT
(FOR CONSULTANCY SERVICE)

This Contract is made and executed by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social institution created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the GSIS Act of 1997, with principal office address at the GSIS Headquarters Building, Financial Center Area, Pasay City, Philippines, herein represented by its President and General Manager, **ROBERT G. VERGARA**, hereinafter referred to as the "**GSIS**";

-and-

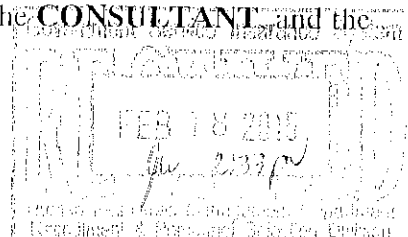
BEATRIZ MARIE A. BESA-DE ASIS, Filipino, of legal age, married and resident of 66 Tirona Street, BF Homes, Paranaque, Metro Manila, Philippines, hereinafter referred to as the "**CONSULTANT**".

RECITALS

WHEREAS,

1. The President and General Manager previously approved the appointment of the **CONSULTANT** in the Office of the President and General Manager for the period July 1, 2014 to December 31, 2014.
2. Board Resolution No. 135 adopted by the GSIS Board of Trustees on October 28, 2010, provides that, "The appointment/placement of personnel under each Trustee shall be made according to the needs of the Trustee concerned. The Trustee has the discretion to hire/her needed staff including consultant/s as long as it will not exceed the total authorized budget of his/her office, conform to the specific positions in the budget and not exceed limits for consultants as established by law."
3. The **CONSULTANT** has over a decade of experience in Marketing and Advertising with expertise in the Information and Technology Industry.
4. The services of the **CONSULTANT** are still needed.
5. The President and General Manager approved the renewal of the contract for the period January 05, 2015 to June 30, 2015.

NOW, THEREFORE, for and in consideration of the foregoing premises and in the interest of the service, the **GSIS** hereby engages the services of the **CONSULTANT**, and the latter accepts, subject to the following terms and conditions:



1. **TERM OF THE CONTRACT.** This Contract shall be from January 5, 2015 to June 30, 2015, unless sooner terminated by the **GSIS** on any ground; provided, however, that the **GSIS** shall serve a prior written notice to the **CONSULTANT** when pre-terminating this Contract.
2. **COMPENSATION.** For this engagement, the **CONSULTANT** shall receive a monthly compensation of **FORTY THOUSAND PESOS (P40,000.00)**, Philippine currency, payable on the 30th day of every month. It is understood that all applicable taxes shall be borne by the **CONSULTANT**.
3. **DUTIES.** The **CONSULTANT** shall perform the following services:
 - a. Provide necessary assistance in conceptualizing and outsourcing annual corporate give-aways
 - b. Provide advisory services on managing corporate events
 - c. Provide the necessary assistance and linkage to maintain an effective tri-media network to ensure wide dissemination of corporate news and advisories;
 - d. Prepare monitoring and assessment report as required; and
 - e. Perform other duties as may be assigned from time to time.
4. **UNDERTAKING.** The **CONSULTANT** agrees to perform her duties and responsibilities to the best of her abilities and skills with utmost care at all times, and with the highest interest of **GSIS** in mind.
5. **NO GRANT OF CIVIL SERVICE STATUS.** Under this Contract, it is understood that the **CONSULTANT** is not a government employee and would not enjoy the rights and privileges of a member of the civil service.
6. **NO PRESUMPTION.** In interpreting and applying the terms and provisions of this Contract, no presumption shall be made against the party that drafted the same.
7. **FURTHER ASSURANCES.** The **CONSULTANT** shall execute and deliver such documents, papers, materials and other further assurances as the **GSIS** may require as necessary or appropriate to effect the purpose of this Contract or confirm the rights created or arising hereunder.
8. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly stipulated that no employer-employee relationship exists between the **GSIS** and the **CONSULTANT** as a result of the engagement of her professional services.
9. **NON-DISCLOSURE.** The **CONSULTANT** shall not use or disclose to any person, firm or corporation any confidential information concerning the affairs of the **GSIS** which she may have acquired in the course of or as an incident to this Contract.

10. NON-ADVERSE WITNESS. In no case shall the **CONSULTANT** assist any party in any action, suit or proceeding against the **GSIS**, Members of the Board of Trustees, or any of its officials, agents, and employees sued or prosecuted in connection with the performance of their official duties and functions concerning the subject matter of this Contract.

11. APPLICABLE LAW. This Contract shall be subject to the provisions of pertinent rules and regulations on consultancy service contracts.

12. VENUE OF ACTION. Any and all actions arising from this Contract, which any party may institute, shall be filed exclusively before the proper court in the City of Pasay.

IN WITNESS WHEREOF, the parties have set hereunto their hands in the City of Pasay, Philippines, this ____ day of _____, ____.

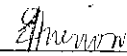
**GOVERNMENT SERVICE
INSURANCE SYSTEM**

By:


ROBERT G. VERGARA
President and General Manager

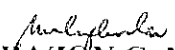

BEATRIZ MARIE A. BESA-DE ASIS
Consultant

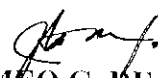
SIGNED IN THE PRESENCE OF:



Certified Funds Available:
P240,000.00

Certified included in the GSIS
Annual Procurement Plan for CY 2015


MA. CORAZON G. MAGDURULAN
Department Manager, BASSAD


ROMEO G. DE LUNA, JR.
Officer-in-Charge, GBAC Secretariat

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY)S.S.**

18 FEB 2015

BEFORE ME, a Notary Public, for and in the City of Pasay, Philippines, on this ____ day of _____, _____, personally appeared the following:

NAME	VALID IDs	DATE/PLACE OF ISSUE
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**GOVERNMENT SERVICE
INSURANCE SYSTEM**

ROBERT G. VERGARA GSIS ID #8899
TIN 911-598-729

BEATRIZE MARIE A. BESA-DE ASIS
TIN 202-955-263

known to me to be the same persons, **ROBERT G. VERGARA**, in representation of the GSIS as a juridical person, and **BEATRIZE MARIE A. BESA-DE ASIS** who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed. This refers to a Contract of Consultancy Services consisting of three (3) pages excluding this page where the acknowledgment is written, signed by the parties and their instrumental witnesses, in each and every page hereof.

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

Doc. No. 442 ;
Page No. 90 ;
Book No. J ;
Series of 2015.

ATTY. NORMITA C. RECIO-HONORICA
NOTARY PUBLIC
UNTIL DEC. 31, 2016
PTR NO. 3825789 1/5/15
ROLL NO. 41263
NOTARIAL COMMISSION 15-081/29/5