

## CONSULTANCY SERVICES AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Services Agreement, entered and executed between:

The **ANTI-MONEY LAUNDERING COUNCIL**, a government instrumentality created under Republic Act No. 9160, also known as the Anti-money Laundering Act of 2001, as amended, represented by its Executive Director, **MEL GEORGIE B. RACELA**, with office address at Room 507, EDPC Building, Bangko Sentral ng Pilipinas Complex, Roxas Boulevard, Manila, hereinafter, referred to as the "AMLC";

- and -

**JOSÉE NADEAU**, Canadian resident, with office address at 59 Chemin de la Rivière Luskville, Quebec J0X2G0, Canada, hereinafter, referred to as the "Consultant";

### WITNESSETH:

**WHEREAS**, the AMLC has authorized the procurement of the project "Mutual Evaluation Consultancy Services" under Item No. 7.3(b) of the AMLC Annual Procurement Plan for FY 2021;

**WHEREAS**, the Consultant's expertise is an important source of information and technical expertise in the field of international anti-money laundering/counter-terrorism financing (AML/CTF) standards, and that the consultancy services to be rendered are beyond the optimum in-house capability of the AMLC;

**WHEREAS**, the execution of this Contract was made in accordance with the procurement processes under Republic Act No. 9184 (*Government Procurement Reform Act*), its 2016 Implementing Rules and Regulations and Joint Circular No. 1, Series of 2017 issued by the Civil Service Commission, Commission on audit and Department of Budget and Management (*Rules and Regulations Governing Contract of Service and Job Order Workers in the Government*);

**WHEREAS**, on 28 August 2021, the AMLC - Bids and Awards Committee (BAC), recommended to the AMLC Executive Director, as Head of the Procuring Entity under AMLC Resolution No. 17, Series of 2020, the approval of award of contract to the Consultant;

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**WHEREAS**, the AMLC Executive Director approved the recommendation of the BAC to award the contract to the Consultant on 38 August 2021.

**WHEREAS**, on 28 August 2021, the AMLC Executive Director issued a Notice of Award to the Consultant;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree and stipulate the following:

**1. Nature of Services**

- 1.1. The Consultant shall provide strategic Anti-Money Laundering/Counter-Terrorism Financing (AML/CTF) expertise and technical advice to the AMLC in support of the Financial Action Task Force (FATF) - International Cooperation Review Group (ICRG) Active Review Process ("FATF Greylist"), implementation of the ICRG Action Plan, the European Union's List of AML/CFT and overall improvements to the Philippines' AML/CTF system in line with the FATF Standards.
- 1.2. Services will be provided through desk-based review and where possible, in-country missions, as broadly agreed by the Parties, and in accordance with the Terms of Reference (TOR) (**Annex A**), which is made an integral part hereof.
- 1.3. Conference calls and email communications shall take place to plan, coordinate and discuss the tasks being carried out by the Consultant and the relevant Philippine government agencies and in line with the demand from the project.

**2. Consultant's Fees**

- 2.1. Consultant's fee shall be in the total amount not to exceed **Twelve Million Pesos (PHP 12,000,000.00) or approximately USD230,769.23<sup>1</sup>** for the duration of this contract. This amount has been established based on the understanding that it includes all the Consultant's costs, including per diems and profits, as well as any tax obligation that may be imposed on the Consultant.
- 2.2. Consultancy fees shall be paid based on the schedule provided in the TOR.
- 2.3. Consultancy fees shall be processed and released within four (4) to six (6) weeks upon the Consultant's submission of a billing invoice/statement, on a monthly basis, with a detailed progress/accomplishment report indicating the services rendered and tasks accomplished.
- 2.4. No payment shall be made unless the consultant is registered with the Bureau of Internal Revenue and issued the necessary Tax Identification Number.

<sup>1</sup> USD 1 – Php52

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**3. Duration, Termination and Amendment**

- 3.1. This Agreement shall be valid for period of six (6) months, starting 1 September 2021 and ends on 28 February 2022.
- 3.2. The services of the consultant may be renewed continuously for periods of six (6) months, until the Philippines exit the ICRG active review process, at the option of the AMLC, subject to the execution of another Agreement. Any renewal shall be under the same terms and conditions of this contract, subject to budget availability and government procurement rules.
- 3.3. The fees cannot be altered during the course of this Agreement, unless it is superseded by a new Agreement.
- 3.4. This Agreement can be amended subject to the written consent of both parties and that any modification/amendment introduced should only be made in writing.

**4. Information, Confidentiality and Publicity**

- 4.1. The Consultant shall observe the confidentiality of any information supplied to them by the AMLC, and not disclose it to any other person without prior written permission of the AMLC, both during the term of this Agreement and after its termination, unless it has become public knowledge or is already in the public domain.
- 4.2. No publicity shall be given to any matters relating to this Agreement, without the AMLC and the Consultant's prior permission.

**5. Liability**

- 5.1. The AMLC acknowledges that the Consultant's services are by way of advice, assistance, guidance, capacity building and support only. They do not constitute direction, legal advice nor instruction to act: they are purely for consideration by the AMLC. Related decisions and their consequences are the responsibility and accountability, respectively, of AMLC alone.
- 5.2. Neither AMLC nor the Consultant shall, in any circumstance, be liable to the other for any indirect or consequential loss from whatever cause, in particular: loss of anticipated profits, goodwill, reputation or losses or expenses resulting from third party claims.
- 5.3. The Consultant shall make every effort to ensure reasonable standards of skills, integrity and reliability throughout the work conducted, but the Consultant shall not be liable to the AMLC for any loss or damage that they may suffer subsequent to the signing of this Agreement, except by the Consultant's negligence or dishonesty.

**6. Copyright and Property Rights**

- 6.1. Unless agreed between both parties in writing, the Consultant has absolute ownership of copyright and any other proprietary rights in all tools and products produced by them and/or created through the exercise of this Agreement, except for reports prepared by the AMLC.

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- 6.2. The Consultant retains all rights to written materials she developed independently from the AMLC prior to, during, or subsequent to the execution of this Agreement.
- 6.3. Ideas, studies, reports or other materials generated by the AMLC shall belong to and remain the property of the AMLC.

**7. Force Majeure**

- 7.1. If either party is unable to perform its obligations under this Agreement as a result of a *force majeure* event, then that party's obligations shall be suspended for as long as the *force majeure* event continues.
- 7.2. As soon as reasonably possible after the cessation of the *force majeure* event, notification shall be given in writing and the obligations of this Agreement shall be resumed.

**8. General**

- 8.1. This Agreement embodies the entire understanding of the parties concerning the consultancy services, and there are no promises, terms, conditions or obligations other than those it contains, whether oral or written, express or implied.
- 8.2. The services of the Consultant shall be strictly on a contractual basis and, as such, there shall be no employer-employee relationship between the AMLC and the Consultant; and the Consultant shall not be entitled to other benefits and emoluments normally accorded to regular officers and staff of the AMLC.
- 8.3. The implementation of this Agreement shall be subject to Republic Act No. 9184, or the "Government Procurement Reform Act", its implementing rules and regulations, and other relevant issuances of the Government Procurement Policy Board.
- 8.4. The Consultant shall not be entitled to assign or transfer the benefit of this Agreement.
- 8.5. The Consultant shall assume all responsibilities and obligations of personal safety and shall be responsible for taking out any appropriate insurance coverage for the duration of the Agreement.
- 8.6. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration, in accordance with the laws of the Philippines.

**9. The following documents shall be deemed to form and be read and construed as integral parts of this Agreement:**


- 9.1. Terms of Reference;
- 9.2. Notice of Award;
- 9.3. All other documents/statements not specifically mentioned herein, but are part of the procurement process.


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IN WITNESS WHEREOF, the parties hereto have signed this Consultancy Services Agreement.

  
**MEL GEORGIE B. RACELA**  
Executive Director, AMLC  
Manila, Philippines  
Date: SEP 01 2021

  
**JOSÉE NADEAU**  
Consultant  
Quebec, Canada  
Date: Sept 1, 2021

**SIGNED IN THE PRESENCE OF:**

  
**RONEL U. BUENAVENTURA**  
Witness for AMLC

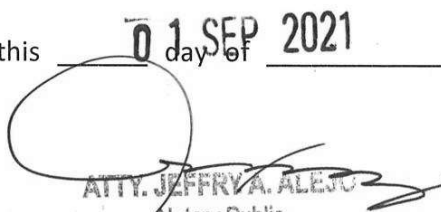
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Witness for Consultant


**ACKNOWLEDGMENT**

Republic of the Philippines )  
City of Manila ) S.S.

**BEFORE ME**, a Notary Public in Manila, Philippines, personally appeared **MEL GEORGIE B. RACELA**, with Bangko Sentral ng Pilipinas ID No. 94718, issued in BSP Manila, known to me to be the same person who has executed the above **CONSULTANCY SERVICES AGREEMENT** with Josée Nadeau, and who acknowledged that the same is his voluntary act and deed. I further certify that this document consists of six (6) pages, including this page, and that **MEL GEORGIE B. RACELA** and his instrumental witness have signed their names on every page of this document.

WITNESS MY HAND AND SEAL this 01 SEP 2021 day of 2021 2021 in City of Manila, Philippines.

  
**ATTY. JEFFRYA ALEJO**  
Notary Public  
Commission No. 2020-20  
Until 31 December 2021  
IBP No. 112681 / 10 January 2020  
PTR No. 9220216 / 28 January 2020  
Bangko Sentral ng Pilipinas, Malate, Manila.  
Roll of Attorneys No. 66665

  
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**ACKNOWLEDGMENT**

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\_\_\_\_\_) S.S.

**BEFORE ME**, a Notary Public in Quebec, Canada, personally appeared **JOSEE NADEAU**, with \_\_\_\_\_, issued in \_\_\_\_\_ on \_\_\_\_\_, known to me to be the same person who has executed the above **CONSULTANCY SERVICES AGREEMENT** with the Anti-Money Laundering Council, and who acknowledged that the same is her voluntary act and deed. I further certify that this document consists of six (6) pages, including this page, and that **JOSEE NADEAU** and her instrumental witness have signed their names on every page of this document.

**WITNESS MY HAND AND SEAL** this \_\_\_\_\_ day of \_\_\_\_\_ 2021 in \_\_\_\_\_, Canada.

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2021

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