

CONSULTANCY SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Services Agreement (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, **MATTHEW M. DAVID**, 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";

Each a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, the AMLC has authorized the procurement of the project "Mutual Evaluation Consultancy Services for POPR/ICRG" under Item No. 30 of the Amended AMLC Annual Procurement Plan for FY 2022 and Item No. 37 of the Supplemental AMLC Annual Procurement Plan for FY 2022;

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 Agreement 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 25 August 2022, the AMLC - Bids and Awards Committee (BAC), recommended to the AMLC Executive Director, as the Head of the Procuring Entity, the approval of award of contract to the Consultant;

WHEREAS, the AMLC Executive Director approved the recommendation of the BAC to award the contract to the Consultant on 31 August 2022.

WHEREAS, on 31 August 2022, 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 solely provide the strategic 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. The administrative and technical personnel assisting and hired by the Consultant, if any, shall be subject to the review, approval, control, and supervision of the Consultant.
- 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 **Nine Million Seven Hundred Fifty Thousand Pesos and 0/100 (PHP 9,750,000.00)** or approximately USD173,056.44¹ for the duration of this Agreement. 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 obligations 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

¹ USD 1 – Php56.34 as of [date].



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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 issues the necessary Tax Identification Number.

3. **Duration, Termination and Amendment**

- 3.1. This Agreement shall be valid for period of six (6) months, starting 1 September 2022 and ends on 28 February 2023.
- 3.2. The services of the Consultant may be renewed continuously for periods of six (6) months, until the Philippines exits 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 Agreement, 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. These do not constitute direction, legal advice or instruction to act. These are purely for consideration by the AMLC. Related decisions and their consequences are the responsibility and accountability 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.

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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.
- 6.2. The Consultant retains all rights to written materials 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 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, be read and construed as integral parts of this Agreement:



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

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

MATTHEW M. DAVID
 Executive Director, AMLC
 Manila, Philippines
 Date: 01 September 2022

JOSÉE NADEAU
 Consultant
 Quebec, Canada
 Date: 01 Sept. 2022

SIGNED IN THE PRESENCE OF:

RONEL U. BUENAVENTURA
 Witness for AMLC

Witness for Consultant

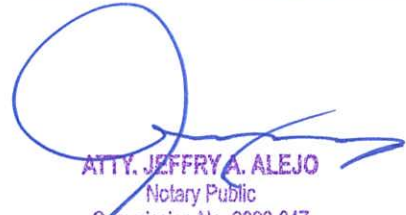
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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public in Manila, Philippines, personally appeared **MATTHEW M. DAVID**, with Bangko Sentral ng Pilipinas ID No. 5507, 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 seven (7) pages, including this page, and that **MATTHEW M. DAVID** and his instrumental witness have signed their names on every page of this document.

WITNESS MY HAND AND SEAL this SEP 01 2022 day of _____ 2022 in _____, Philippines.
City of Manila



ATTY. JEFFRY A. ALEJO
Notary Public
Commission No. 2022-047
Until 31 December 2023
IBP No. 174784 / 5 January 2022
PTR No. MLA0282353 / 10 March 2022
MCLE Compliance No. VII -0007695/ Valid Until 2025
Bangko Sentral ng Pilipinas, Malate, Manila
Roll of Attorneys No. 66665

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Series of 2022

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ACKNOWLEDGMENT

_____))
_____) 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 seven (7) 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 _____ 2022 in _____, Canada.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022

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