

**CONSULTANCY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Consultancy Agreement made and entered into this SEP 01 day of 2023 2023 at Clark Freeport Zone, Pampanga by and between:

**CLARK INTERNATIONAL AIRPORT CORPORATION**, a Government-Owned and Controlled Corporation (GOCC) duly organized and existing under the laws of the Philippines, with office address at Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone, Pampanga, Philippines, represented in this instance by its Officer-in-Charge/Office of the President and CEO, **NANCY C. PAGLINAWAN**, hereinafter referred to as "**CIAC**";

-and-

**JUNARD J. CRUZ**, *single* Filipino citizen and presently residing at The Grand Midori Tower 1, Legaspi Street, Brgy. San Lorenzo, Makati City, hereinafter referred to as "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, pursuant to RA 7227, otherwise known as the BASES CONVERSION DEVELOPMENT AUTHORITY ACT of 1992 and Proclamation No. 163, Series of 1993, the Clark Freeport Zone, hereinafter referred to as "CFZ," was created consisting of land previously occupied by the US military bases pursuant to the Military Bases Agreement between the Philippines and the United States of America;

**WHEREAS**, pursuant to Executive Order No. 174, Series of 1994, the Clark Freeport Zone (CFZ) was designated as the site of a premier Philippine International Airport and pursuant further to Executive Order No. 192, as amended by Executive Order No. 360, the Clark International Airport Corporation, hereinafter referred to as "**CIAC**" was established to operate and manage the Clark Civil Aviation Complex;

**WHEREAS**, pursuant to Executive Order No. 193, Series of 2003, manage the Clark Civil Aviation Complex including the Clark International Airport (CRK), and repealing Executive Order No. 186, series of 2003, which re-established CIAC as subsidiary of the Clark Development Corporation (CDC) to operate and subsidiary of the Bases Conversion and Development Authority (BCDA);

**WHEREAS**, pursuant to Executive Order No. 716, amending Executive Order No. 193 the CIAC was transformed into a subsidiary of the BCDA to ensure that the development of the Clark Civil Aviation Complex – Clark International Airport (CRK) is aligned with the conversion program of the BCDA;

**WHEREAS**, Executive Order No. 64, Series of 2011, transferring the Clark International Airport Corporation (CIAC) from the Office of the President to the Department of Transportation (DOTr), making CIAC an agency attached to the DOTr and further transferring the shares of stock of CIAC;

**WHEREAS**, Executive Order No. 14 dated on 28 February 2017, reverting the CIAC as the subsidiary of the BCDA and maintaining the policy supervision and operation of the DOTr over CIAC;

**WHEREAS**, the Chairman of the Board of Directors of the **CIAC** being the Secretary of the Department of Transportation, holds chairmanships and memberships in various government agencies, instrumentalities and GOCCs, and it is essential and necessary for the Chairman to have an assistant who will attend personally and solely to **CIAC** concerns;

**WHEREAS**, on 07 June 2023, the **CIAC** Office of the Corporate Secretary submitted a request to the Bids and Awards Committee (CIAC-BAC) for the mode of procurement to utilize on the engagement of services of an Assistant to the Chairperson of the **CIAC** Board of Directors;

**WHEREAS**, on 08 June 2023, the CIAC-BAC convened to deliberate the said request and determined that under Sec. 53.7 of RA 9184, negotiated procurement through highly technical consultants may be resorted to in case of individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant;

**WHEREAS**, on 06 July 2023, the CIAC-BAC convened to conduct the negotiation process in order to validate whether the **Consultant** is legally, technically, and financially capable to undertake and fulfill the consultancy work based on the Terms of Reference;

**WHEREAS**, the CIAC-BAC finds merit to engage the services of the **CONSULTANT** as Assistant to the Chairman of the CIAC Board of Directors pursuant to Sec. 53.7 and Annex "H" of RA 9184 and recommended the award for the engagement of the services of the **Consultant** to the CIAC Board of Directors;

**WHEREAS**, in the 7<sup>th</sup> Regular Meeting of the CIAC Board of Directors on 24 July 2023, they issued Resolution No. RM-07-05, Series of 2023, approved the recommendation of the CIAC-BAC for the award for the engagement of the services of the **Consultant** to the CIAC Board of Directors;

**WHEREAS, Consultant** has agreed to render his consultancy services to CIAC.

**NOW THEREFORE**, for and in consideration of the foregoing premises and mutual covenants hereinafter stipulated, the parties hereto agree and stipulate as follows:

1. **SCOPE OF SERVICES:** The **Consultant** agrees and shall render the following services:
  - Assist as a point of contact for internal and external contacts on all matters pertaining to the Office of the Chairman and the CIAC Board of Directors and Management;
  - Provide recommendations on strategies and policies intended to attract, promote, and undertake commercial aviation industries and businesses to invest in the Clark Civil Aviation Complex for both passenger and cargo, and the regulation, operation and performance of LIPAD as a component airport of an integrated national air transportation system delivering convenient, accessible, affordable, safe and sustainable transportation services;

- Establish a structured reporting process in monitoring the oversight functions, duties, and responsibilities of CIAC over LIPAD:
    - a. Develop standardized templates for reporting findings, recommendations, and progress updates;
    - b. Implement a system for tracking and documenting the implementation of recommendations;
    - c. Establish reporting timelines to ensure regular updates are provided to the executive leadership; and
    - d. Provide concise and actionable reports that highlight key issues and potential mitigation strategies
  - Undertake and disseminate the instructions of the Office of the Chairman to CIAC Management
  - Researches, prioritizes, and follows up on incoming issues and concerns addressed to the Chairman and determines the appropriate course of action, referral, or response
  - Attend all CIAC Board/Committee meetings as an observer from the Office of the Chairman without power or authority to chair the meeting or participate in discussions Plans, coordinates, and ensures that the schedule of the Office of the Chairman is followed
  - To provide and handle sensitive and confidential matters with utmost discretion
  - Develop an effective reporting mechanism to coordinate with the CIAC Management on his/her tasks
  - Perform all other duties and tasks that may be assigned from time to time by the Office of the Chairman
2. **OBLIGATIONS OF THE CONSULTANT: Consultant binds** himself to render the above-mentioned services unto **CIAC. Consultant** shall diligently and faithfully serve **CIAC** in such capacity as aforesaid and shall devote his time and energy to such services, for as long as this agreement is in full force and effect. **Consultant** shall submit a monthly accomplishment report to the CIAC President & CEO.
  3. **NON-DISCLOSURE: Consultant** shall not disclose, communicate or make public to any person or entity any information relative to **CIAC** and/or any of its locators including Clark locators received or gathered by him in the course of his services, save in so far as may be necessary in the interest of **CIAC**;
  4. **CONSIDERATION:** In consideration of his services as **Consultant**, **CIAC** shall pay him a monthly fee of **One Hundred Thousand Pesos (Php100,000.00)** net of tax. **Consultant** is required to submit a monthly report to the CIAC Human Resources Department (HRD) as a prerequisite to the payment of the monthly fee;
  5. **TERM AND EFFECTIVITY:** This agreement shall be binding upon the parties for a period of six (6) months commencing on 01 September 2023 and renewable at the option of the **CIAC**. Provided, however, that either party

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may terminate the agreement prior to the expiration of its term by giving the other party a written notice at least fifteen (15) days prior to the intended date of termination. In case of such termination, **Consultant** shall not be entitled to recover any compensation or damages from **CIAC** except the payment of his service fee up to the effective date of termination.

6. **EMPLOYER-EMPLOYEE RELATIONSHIP:** There shall be no employer-employee relationship between **CIAC** and **Consultant** considering that the services to be rendered by the latter shall only be for a particular undertaking. Hence, **CIAC** shall have no obligation or responsibility with respect to any and all obligations of an employer imposed by any Philippine labor, social and welfare legislation such as, but not limited to, the Labor Code, SSS Laws, Medicare Act and any amendment thereof.

7. **INFORMATION, CONFIDENTIALITY:** The **Consultant** shall observe confidentiality of any information supplied to him/her by the **CIAC** and shall not disclose it to any other person/entity without the prior written permission of the **CIAC**, both during the term of this Agreement and after its termination.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2023, at Clark Freeport Zone, Philippines.   
 SEP 01 2023


**CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC)**

by:

  
**NANCY C. PAGLINAWAN**  
Officer-In-Charge *NY*

  
**JUNARD J. CRUZ**  
Consultant

**Signed in presence of:**

  
~~JHERSON B. BUNAMBA~~  
Witness

  
Meyann Frances Dizon  
Witness

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF PAMPANGA )SS.

**BEFORE ME**, a Notary Public for and in the ANGELES CITY, Province of Pampanga, this 01 day of SEP 2023, personally appeared the following:

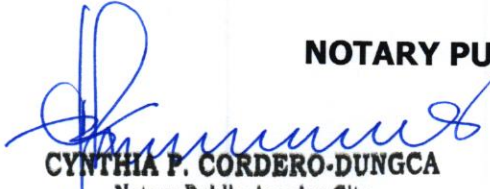
NAME	VALID I.D.	DATE/PLACE ISSUED
NANCY C. PAGLINAWAN	PASSPORT P9209976A	
JUNARD J. CRUZ	DRIVER'S LICENSE N26-9E-010991	

Known to me to be the same persons who executed the foregoing instrument consisting of five (5) pages, including this page, wherein the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof, and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

Doc. No. 324 ;  
Page No. 56 ;  
Book No. I ;  
Series of 2023.

**NOTARY PUBLIC**



**CYNTHIA P. CORDERO-DUNGCA**  
Notary Public-Angeles City  
Until Dec. 31, 2024  
IBP O.R. No. 251980  
PTR No. AC-1885048 / 01-03-2023 / A.C.  
Roll No. 51623 / Page No. 325 / Book No. XXI  
Commission No. 2022-1022  
Unit A, 109 CSC Building, McArthur Highway,  
Barangay Sto. Cristo, Angeles City  
MCLE Compliance No. VIII-0000197

*Handwritten initials*

## **TERMS OF REFERENCE HIGHLY TECHNICAL AND POLICY DETERMINING CONSULTANT**

### **RATIONALE:**

The Clark International Airport Corporation (CIAC) is a government owned and controlled corporation (GOCC) with the mandate of managing and operating the Clark Civil Aviation Complex (CCAC) with the additional delegated function from the Department of Transportation of exercising oversight functions over the Luzon International Premiere Airport Development Corp. (LIPAD), the private operator of the Clark International Airport (CRK).

Heading the CIAC Board of Directors is the Chairman who is the Secretary of the Department of Transportation (DOTr). With the Chairman also holding chairmanships and memberships in various other government agencies, instrumentalities and GOCCs, it is vital for the Office of the Chairman to be assisted by an assistant personally and solely with respect to CIAC concerns which function is not fully attended to by the CIAC Corporate Secretary as the latter serves the needs of the whole CIAC Board of Directors. It is also essential for the assistant to be fully apprised of CIAC operations to render efficient and effective advice to the Office of the Chairman.

### **SCOPE OF SERVICES:**

- Assist as a point of contact for internal and external contacts on all matters pertaining to the Office of the Chairman and the CIAC Board of Directors and Management
- Provide recommendations on strategies and policies intended to attract, promote, and undertake commercial aviation industries and businesses to invest in the Clark Aviation Complex for both passenger and cargo, and the regulation, operation and performance of LIPAD as a component airport of an integrated national air transportation system delivering convenient, accessible, affordable, safe and sustainable transportation services
- Establish a structured reporting process in monitoring the oversight functions, duties, and responsibilities of CIAC over LIPAD:
  - e. Develop standardized templates for reporting findings, recommendations, and progress updates;
  - f. Implement a system for tracking and documenting the implementation of recommendations;
  - g. Establish reporting timelines to ensure regular updates are provided to the executive leadership; and
  - h. Provide concise and actionable reports that highlight key issues and potential mitigation strategies
- Undertake and disseminate the instructions of the Office of the Chairman to CIAC Management
- Researches, prioritizes, and follows up on incoming issues and concerns addressed to the Chairman and determines the appropriate course of action, referral, or response
- Attend all CIAC Board/Committee meetings as an observer from the Office of the Chairman without power or authority to chair the meeting or participate in discussions Plans, coordinates, and ensures that the schedule of the Office of the Chairman is followed
- To provide and handle sensitive and confidential matters with utmost discretion
- Develop an effective reporting mechanism to coordinate with the CIAC Management on his/her tasks

- Perform all other duties and tasks that may be assigned from time to time by the Office of the Chairman

**MINIMUM QUALIFICATIONS:**

- Bachelor and Masters Degree in Business Administration
- Combined 10 years experience in passenger and/or cargo aviation business
- Background in consultancy services

**CONSULTANCY FEE:**

Monthly fee of Php100,000.00 net of tax. The consultant shall not be entitled to fringe benefits, RATA, and other allowances and incentives given to CIAC employees.

**TERM:**

Six (6) months renewable

**OTHER TERMS AND CONDITIONS:**

- Non-disclosure of any information obtained during the course of the services
- No employer-employee relationship

**DOCUMENTARY REQUIREMENTS:**

1. Curriculum vitae;
2. BIR Certificate of Registration; and
3. PhilGEPS Registration Number

