

**CONTRACT OF CONSULTANCY****KNOW ALL MEN BY THESE PRESENTS:**

This contract made and entered into by and between the:

**PHILIPPINE RICE RESEARCH INSTITUTE**, a chartered government corporate entity under the Department of Agriculture (DA), with office address at Maligaya, Science City of Muñoz, Nueva Ecija, herein represented by **JOHN C. DE LEON**, Executive Director, hereinafter referred to as "**PhilRice**";

-and-

**SANTIAGO R. OBIEN**, of legal age, Filipino, and with residence address at 9 Camaro Street, Fairview Park, Quezon City, hereinafter referred to as "**Expert**";

-WITNESSETH-

Whereas, **PhilRice** needs the services of an expert on Rice R&D specifically on partnership and research management that cannot be provided by the regular personnel of **PhilRice**;

Whereas, the **Expert** possesses the requisite education, experience, training, and skills, and is ready, willing, and able to efficiently provide the services as prescribed, and attests that he is not related within the third degree of consanguinity or affinity to the Executive Director of **PhilRice**, the signatories to this contract, the requisitioner, or the immediate supervisor; and has not been previously dismissed from the government service;

Now, therefore, for and in consideration of the foregoing premises, **PhilRice** and the **Expert** agree to the following terms and conditions of the contract:

1. The **Expert** shall render the following services for the period **July 1 to December 2022**:

- a. Assist PhilRice in developing and implementing a Rice Seed Industry Development Program in accordance with the Rice Tariffication Act
  - **Output/Deliverable:** Management to Identify the lead researcher-scientist; set the agenda and conduct needed activities and discussions; prepare and submit recommendations such as amendments, etc.;
- b. Provide technical advice in further developing, enhancing, and implementing agronomy and natural resource management R4D projects at CES and Branch Stations
  - **Output/Deliverable:** Management to set schedules of discussions; prepare documents to be reviewed, revised, or approved;
- c. Assist in pursuing R4D-related capacity building and human resource development programs at CES and Branch Station particularly related to increasing yield and farm productivity
  - **Output/Deliverable:** Human resources – review and focus on existing and future programs as well as succession plans (replacements) for retiring or resigning staff and scientists
  - **Output/Deliverable:** Physical and equipment resources – consider the zonification of infrastructure; upgrading, renovating, repairing infrastructure and facilities; review the functions of satellite stations; develop and improve infra of branch stations with old facilities; others
  - **Output/Deliverable:** Discuss the level of financial self-sufficiency, sourcing of funds, and building full capacity to serve their respective service areas;
- d. Actively participate in all PhilRice R4D reviews and conference at CES and branch stations

*Santiago R. Obien*

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- **Output/Deliverable:** Insights from participation in R4D reviews and conferences;
  - e. Regularly meet with PhilRice CES and Branch Station management to help troubleshoot R4D operations
    - **Output/Deliverable:** Management shall assist in setting agenda and venues for meetings and discussions of issues and concerns;
  - f. Mentor Branch Station research and development staff; review/enhance project reports, scientific papers and publications on agronomy and natural resource management
    - **Output/Deliverable:** Set quarterly schedules – Station Director to prepare on a regular basis item for review (enhance) project reports, scientific papers for publications on agronomy and natural resource management;
    - **Output/Deliverable:** Visit Branch Stations (1. PhilRice Batac and PhilRice Isabela– covering Regions 1, 2 and CAR; others) to discuss governance and direction of research and development to meet PhilRice goals in improving technology and increasing rice production;
  - g. Provide technical inputs and assist PhilRice staff in the localization of PalayCheck and Palayamanan systems in all Branch Stations addressing the objective of increasing average rice yield and reducing production cost in all ecosystems
    - **Output/Deliverable:** Focus advice and assistance to PhilRice Batac, PhilRice Isabela, and other Stations as maybe needed
    - **Output/Deliverable:** Guide researchers to prepare focused annual activities and reports on targets for Palayamanan (rice-based farming systems) and wide scale use of PalayCheck;
  - h. Assist PhilRice in implementing special projects assigned by the Secretary of Agriculture and/or the PhilRice Executive Director
    - **Output/Deliverable:** PAFES program - Provide guidance to DA-RFOs and LGUs in the organization, planning, implementation, and monitoring of PAFES – its programs and projects. (INAFES – Ilocos Norte Agriculture and Fisheries Extension Systems; PAFES – Pangasinan Agriculture and Fisheries Extension Systems, others)
    - **Output/Deliverable:** PhilRice Batac-MMSU partnership -- Provide guidance in the preparation of annual RDE workplans and Review of Accomplishment based on the MOA between these two institutions.
2. The **Expert** shall comply with the PhilRice Intellectual Property Policy and its implementing guidelines, and specifically, to: Disclose promptly to PhilRice any intellectual property or any information thereto which he may solely or jointly with other discover, generate or create in the performance of this contract, or with use of PhilRice funds, facilities, or services: to do all things necessary to assist PhilRice in protecting and commercializing the intellectual property: use any proprietary information on any intellectual property of PhilRice only in the performance of this contract and employ all reasonable precautions to assure that they are not disclosed to unauthorized persons or used in an unauthorized manner, both during this contract or affiliation: and for a period of five (5) years after this contract.
3. In consideration of services actually rendered by the **Expert** as certified by the Executive Director, in accordance with the time and schedule to be imposed, **PhilRice** shall pay the **Expert** the amount of **TWENTY THOUSAND PESOS (P20,000.00)** per month, payable by check and to be collected from the PhilRice Cashier once a month.
4. The **Expert** shall be entitled to per diem whenever required to travel, subject to existing rules and regulations. The **Expert** shall also be entitled to support for the conduct of approved research work.

*Antigone P. Olvera*

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5. This contract does not create an employer-employee relationship between **PhilRice** and the **Expert**; the services rendered not considered as Government service; and that the **Expert** is not entitled to benefits enjoyed by the regular personnel of **PhilRice**. **PhilRice**, however, is not precluded from granting incentives due to excellent organizational performance from time to time, provided, the grant of such incentives shall not be construed as to have established an employer-employee relationship between **PhilRice** and the **Expert**; subject to availability of funds, and the existing auditing rules and regulations.

IN WITNESS WHEREOF, both parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_ at Maligaya, Science City of Muñoz, Nueva Ecija.



JOHN C. DE LEON  
PhilRice



SANTIAGO R. OBIEN  
Expert



EDUARDO JIMMY P. QUILANG  
Witness

Signed in the presence of:



JOSELITO A. KALAW  
Witness

Certified Funds Available



MARY GRACE D. CORPUZ  
Head, Finance Division



## ACKNOWLEDGMENT

Republic of the Philippines)  
 Province of Nueva Ecija ) S.S.  
 Science City of Muñoz )

JUL 06 2022

BEFORE ME, this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ personally appeared

Name	ID No	Date/ Place Issued
JOHN C. DE LEON	90-0501	PhilRice
SANTIAGO R. OBIEN	8222305	Los Baños, Laguna

known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages duly signed by them and their instrumental witnesses on each and every page, and who acknowledged the same to be their own free voluntary act and deed.

RODOLFO T. TOBIAS  
 Notary Public  
 Until December 31, 2022  
 National Commission on Notary Public-008  
 PTR No. 0042400-01-03-2022  
 Science City of Muñoz, Nueva Ecija  
 Roll No. 39824  
 MCLE Compliance No. VII-0000147

*Santiago R. Obien*

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*John C. De Leon*