TSP

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

BAGONG PILIPINAS

Provincial Governor's Office

November 10, 2026

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

RELEASED
PGO-SURIGAO DEL SUR
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 11-10-26 TIME: 2:32PM

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Provincial Vice Governor & Presiding Officer

TANGGAPAN NG SANGGUNIANG PANLALAWIGAN
RECEIVED
DATE: 11-11-26
BY:
TIME: 9:05am
TANDAG CITY, SURIGAO DEL SUR

Sir:

Greetings!

May we respectfully request the passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign the respective Contracts of Service with Oscarlito M. Malveda and Jared T. Valarao.

We are hoping for your favourable action on the matter.

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor

PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan
Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph
OSSP-26-06530

22681

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is executed and entered into this ____ day of _____ ,_____ by and between:

THE PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR, with office address at Tandag City, Surigao del Sur, Philippines, represented herein by **HON. JOHNNY T. PIMENTEL,** Governor of the Province of Surigao del Sur, hereinafter referred to as the "FIRST PARTY"

-and-

OSCARLITO M. MALVEDA, of legal age, married, and residing in Manila, Philippines; hereinafter referred to as the "SECOND PARTY".

FIRST PARTY and SECOND PARTY are hereinafter collectively referred to as **"PARTIES"**

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the FIRST PARTY;

WHEREAS, the SECOND PARTY has signified their intention, to which the FIRST PARTY has accepted to provide the service needed by the latter.

WHEREAS, the SECOND PARTY hereby possesses the education, experience and skills required to perform the job as described herein;

WHEREAS, the SECOND PARTY represents and warrants that it is not related within the third degree (fourth degree in case of LGU's) of consanguinity or affinity to the FIRST PARTY or representatives negotiating and/or approving this Contract;

WHEREAS, the SECOND PARTY has not been previously dismissed from Government service by reason of administrative offenses; and

WHEREAS, the SECOND PARTY has not already reached the compulsory retirement age of sixty-five (65) years old.

NOW THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and stipulations herein set forth, the PARTIES hereby agree, and by this presents, bind themselves, to wit:

SECTION I. SCOPE OF SERVICES

The SECOND PARTY shall provide its services and expertise to embark on the following Scope of Work as **PROJECT CONSULTANT** in the **PROVINCIAL GOVERNOR'S OFFICE:**

1. *Provide technical advice and recommendations concerning project planning, implementation, monitoring, and coordination;*
2. *Assist in preparing project proposals, work plans, implementation schedules, budgets, and related documentation when specifically assigned;*
3. *Facilitate coordination and meetings among relevant provincial offices, agencies, and authorized stakeholders through established government channels;*
4. *Monitor the progress of assigned projects and prepare reports identifying milestones, delays, risks, pending requirements, and recommended corrective measures;*
5. *Assist in organizing project documentation and tracking the status of duly submitted proposals and requirements;*

6. *Provide technical observations and recommendations concerning authorized environmental management, waste management, waste-to-by-product initiatives, and related infrastructure projects when specifically assigned by the FIRST PARTY; and*
7. *Perform other duties only when directly related to the foregoing services, expressly authorized in writing by the FIRST PARTY's duly authorized representative, and consistent with applicable law.*

The services shall be performed exclusively within the Province of Surigao del Sur, except for incidental travel or remote coordination specifically authorized in writing by the FIRST PARTY.

No provision of this Article shall be construed as granting the SECOND PARTY unrestricted authority to undertake unrelated projects, conduct independent government transactions, or expand the engagement beyond the agreed scope.

SECTION II. LIMITATION OF AUTHORITY

The SECOND PARTY is engaged solely to provide professional consulting services. Neither consultant shall have authority, express or implied, to:

1. Bind or commit the FIRST PARTY to any contract, expenditure, undertaking, guarantee, or obligation;
2. Approve or authorize projects, payments, procurements, permits, licenses, land allocations, investments, or government transactions;
3. Issue binding instructions to provincial officials or employees, except for specific coordination tasks expressly authorized in writing and permitted by law;
4. Represent himself as the Governor's authorized representative, an official spokesperson, or a decision-maker of the Provincial Government;
5. Execute agreements, negotiate binding commercial terms, or make commitments on behalf of the FIRST PARTY without separate lawful written authority;
6. Promise or guarantee the approval, funding, award, implementation, or exclusive allocation of any project; and
7. Interfere with the independent functions of the Provincial Legal Office, procurement personnel, technical evaluators, approving authorities, or other government offices.

All recommendations submitted by the SECOND PARTY shall be advisory in nature. Decisions shall remain with the officials and offices legally authorized to make them.

SECTION III. REPORTING AND ACCOUNTABILITY

The SECOND PARTY shall report to the Provincial Governor or the designated authorized representative of the FIRST PARTY. Each consultant shall:

1. Promptly report material delays, risks, irregularities, suspected unauthorized commitments, or potential conflicts of interest encountered in performing the services;
2. Maintain accurate records of work performed and submit supporting documentation when reasonably required by the FIRST PARTY; and
3. Refrain from making representations concerning project approval, government commitments, funding, procurement, or implementation unless supported by formal authorization.

All reports shall be submitted through official channels. The SECOND PARTY shall not withhold, falsify, or materially misrepresent information in reports submitted to the FIRST PARTY.

SECTION IV. PROFESSIONAL CONDUCT AND PROHIBITED ACTS

The SECOND PARTY shall act professionally, honestly, impartially, and within the limits of this Contract. The following acts are prohibited:

1. Soliciting or accepting unauthorized commissions, kickbacks, gifts, payments, favors, or other benefits in connection with the engagement;
2. Using the appointment, name, resources, or access of the FIRST PARTY to secure an improper personal or commercial advantage;

3. Making unauthorized commitments or representations on behalf of the FIRST PARTY or any third party;
4. Circumventing established government procedures or attempting to improperly influence a procurement, evaluation, approval, or award;
5. Concealing a material conflict of interest when disclosure is required by applicable law, government policy, or a lawful directive;
6. Using government records, personnel, facilities, or resources for unauthorized personal or commercial purposes;
7. Engaging in fraudulent, corrupt, coercive, collusive, or other unlawful conduct in connection with the services; and
8. Delegating or transferring assigned responsibilities to another person without prior written authorization where such authorization is required.

The SECOND PARTY shall promptly disclose actual, potential, or apparent conflicts of interest in accordance with applicable law and shall comply with lawful instructions issued to address such conflicts.

SECTION V. CONFLICT OF INTEREST AND INDEPENDENCE

The SECOND PARTY shall perform the services in accordance with applicable laws, government policies, and the lawful instructions of the FIRST PARTY.

Each consultant shall disclose any interest, relationship, outside engagement, or other circumstance that creates or may reasonably appear to create a conflict with the performance of his assigned government consulting duties, to the extent disclosure is required by applicable law or government policy.

The SECOND PARTY shall not use this engagement to obtain preferential treatment for any private person or entity, influence a procurement or project award improperly, or circumvent the lawful authority of provincial officials.

Where a conflict is identified, the FIRST PARTY shall determine the appropriate lawful measures, which may include reassignment, restriction of access to particular information or activities, recusal, suspension, or termination in accordance with applicable law and due process.

Nothing in this Contract shall authorize the SECOND PARTY to disclose protected information or to undertake an outside activity prohibited by law.

In no case shall this contract extend/grant the SECOND PARTY, priority or influence on future projects as may be undertaken by the FIRST PARTY nor access to information on areas outside of the scope of this contract.

SECTION VI. TIME OF SERVICING

The SECOND PARTY shall perform their work services at the time and schedule to be agreed upon by both PARTIES.

SECTION VII. PAYMENT TERMS AND CONDITIONS

For and in consideration of the Services rendered, the FIRST PARTY shall pay the SECOND PARTY the amount of Philippine Peso: **₱ 1.00/month** as Professional Fee charged to **1011-200 / 5-02-12-990.** Unless otherwise expressly allowed under existing accounting and auditing rules, the SECOND PARTY shall not be entitled to claims on travel, per diem, lodging and other expenses to be incurred in the course of the performance of the terms of this contract.

Further, the SECOND PARTY acknowledges to abide with provisions of RA 3019 otherwise known as "Anti-Graft and Corrupt Practices Act"

SECTION VIII. TERM AND EFFECTIVITY

This Contract shall become effective and shall remain in full force and effect from October 5, 2026 to December 31, 2026, unless sooner terminated in accordance with the terms and conditions hereof and applicable laws, rules, and regulations.

Any renewal or extension of this Contract shall be subject to the sole discretion of the Provincial Government of Surigao del Sur, upon such terms and conditions as it may determine, and subject to compliance with applicable laws, rules, regulations, and government requirements. No renewal or extension shall be deemed granted unless expressly approved in writing by the duly authorized representative of the Provincial Government. The Consultants shall have no vested right or entitlement to the renewal or extension of this Contract.

SECTION IX. TERMINATION

A. TERMINATION FOR DEFAULT

The FIRST PARTY shall terminate this Contract for default when any of the following conditions attains its implementation.

1. Outside of *force majeure*, the SECOND PARTY fails to perform any or all of the obligations as provided in the scope of work within the period specified in this Contract;

2. As a result of *force majeure*, the SECOND PARTY is unable to perform any or all of the scope of work, for a period of not less than sixty (60) calendar days after receipt of the notice from the FIRST PARTY stating that the circumstance of force majeure is deemed to have ceased;

3. The FIRST PARTY do not have the required financial resources to pay the wages of the Second Party, provided that the Second Party is informed at least 30 days prior to termination of the Contract;

4. The SECOND PARTY fails to perform any other obligation under the Contract.

B. TERMINATION FOR UNLAWFUL ACTS

The FIRST PARTY may terminate this Contract in case it is determined prima facie that the SECOND PARTY has engaged, before or during the implementation of this contract, in unlawful deeds and behaviours relative to contract acquisition and implementation of this Contract. Unlawful acts included, but are not limited to, the following:

1. Corrupt, fraudulent, and coercive practices;

2. Drawing up or using forged documents;

3. Using adulterated materials, means or methods; and

4. Any other act analogous to the foregoing.

C. The PARTIES may agree to pre-terminate the Contract prior to its expiration. The pre-termination of the Contract by either party shall entitle the SECOND PARTY to payment of services actually rendered. All pre-terminations shall be subject to a 30-day prior notice, except when a shorter period is agreed upon by the PARTIES.

SECTION X. AMENDMENTS

No amendment or modification of any of the terms and conditions of this Contract shall be valid unless evidenced by a written agreement executed by the authorized representatives of both PARTIES.

SECTION XI. SEVERABILITY

If any part of this Agreement is declared unenforceable or void, the rest of the Contract shall nevertheless remain in full force and effect.

SECTION XII. WAIVER

No failure, omission or delay of any of the PARTIES in exercising any of its right, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the parties' authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

SECTION XIII. ASSIGNMENT

The benefit of this Agreement may not be assigned in whole or in part by a Party without the prior written consent of the other.

SECTION XIV. CONFIDENTIALITY

The PARTIES shall at all times ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act of 2012) and all other related issuances of the National Privacy Commission.

Each Party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

SECTION XVI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The PARTIES fully understand that:

A. This Contract does not create an employer-employee relationship between the FIRST PARTY and the SECOND PARTY. The SECOND PARTY shall not be entitled to the usual benefits afforded to casual and/or permanent employees of the FIRST PARTY like vacation leave, sick leave, forced leave, representation and the year-end Christmas bonus and variable pay;

B. The Services rendered hereunder will not be credited as Government Service; and

C. The PARTIES shall agree on the specific manner by which the former shall deliver the Services enumerated under Section I of this Contract, including the engagement time and submission of reports, to ensure that such services are rendered accordingly.

SECTION XVII. LIMITATION OF LIABILITY

Any and all claims, liabilities, damages, suits, or causes of action whatever nature or kind, now or hereafter arising from or in connection with this Contract, including but not limited to those resulting out of or as a consequence of the acts of personnel, or representatives of the SECOND PARTY, shall be for the account of the SECOND PARTY. The SECOND PARTY shall indemnify the FIRST PARTY, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the FIRST PARTY under this provision shall survive the termination of this Contract.

SECTION XVIII. GOVERNING LAW AND VENUE OF ACTION

This Contract shall be governed and construed in accordance with the laws of the Republic of the Philippines. Venue of all actions arising from this Contract shall be brought exclusively to the jurisdiction of the appropriate courts of Tandag City, Surigao del Sur, Philippines.

SECTION XIX. ENTIRE AGREEMENT

Both PARTIES acknowledge that this Contract constitutes the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the PARTIES relating to the subject matter hereof.

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement on _____ day of _____, _____ at Tandag City, Surigao del Sur, Philippines.

FIRST PARTY

By:

HON. JOHNNY T. PIMENTEL
Provincial Governor - Surigao Del Sur

SECOND PARTY

OSCARLITO M. MALVEDA

SIGNED IN THE PRESENCE OF:

_____

_____

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Surigao del Sur) S.S
City of Tandag)

BEFORE ME, a Notary Public, this _____ day of _____ in the City of Tandag, Surigao del Sur, Philippines, personally appeared **HON. JOHNNY T. PIMENTEL** in his capacity as the Governor of the Province of Surigao del Sur, with Valid Government Issued ID. _____, issued on _____, at Tandag City, Surigao del Sur and

NAME	IDENTIFICATION NO.	DATE/PLACE ISSUED
1. OSCARLITO M. MALVEDA	_____	_____

Surigao del Sur, known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before me as their free and voluntary acts. This instrument, which consists of _____ pages, refers to a Contract of Service and signed by the PARTIES and two witnesses on each and every page hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202___.

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag City

CERTIFICATION

I, OSCARLITO M. MALVEDA , of legal age, married, and residing of Manila , hereby declare and attest to the truth of the following declarations:

1. That I am aware that my Job Order Contract/Contract of Service forms no employee-employer relationship with the Provincial Government of Surigao del Sur;

2. That I am not related to the appointing authority/agency head up to the fourth degree of affinity and/or consanguinity;

3. That I have not lost in any election within 1 year following the effectivity of the Contract; and

4. That I have not reached the mandatory retirement age of 65 years old.

5. That I hold free the Provincial Government of Surigao del Sur from any accountabilities for my willful commission of misrepresentation, dishonesty, misconduct and perjury through this instrument.

Done this _____ day of _____ _____ at Tandag City, Surigao del Sur, Philippines.

OSCARLITO M. MALVEDA
Job Order / Contract of Service Worker

WITNESS:

_____
Administrative Officer / AO - Designate

22703

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is executed and entered into this ____ day of _____ ,_____ by and between:

THE PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR, with office address at Tandag City, Surigao del Sur, Philippines, represented herein by **HON. JOHNNY T. PIMENTEL,** Governor of the Province of Surigao del Sur, hereinafter referred to as the "FIRST PARTY"

-and-

JARED T. VALARAO, of legal age, single, and residing in Manila, Philippines; hereinafter referred to as the "SECOND PARTY".

FIRST PARTY and SECOND PARTY are hereinafter collectively referred to as **"PARTIES"**

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the FIRST PARTY;

WHEREAS, the SECOND PARTY has signified their intention, to which the FIRST PARTY has accepted to provide the service needed by the latter.

WHEREAS, the SECOND PARTY hereby possesses the education, experience and skills required to perform the job as described herein;

WHEREAS, the SECOND PARTY represents and warrants that it is not related within the third degree (fourth degree in case of LGU's) of consanguinity or affinity to the FIRST PARTY or representatives negotiating and/or approving this Contract;

WHEREAS, the SECOND PARTY has not been previously dismissed from Government service by reason of administrative offenses; and

WHEREAS, the SECOND PARTY has not already reached the compulsory retirement age of sixty-five (65) years old.

NOW THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and stipulations herein set forth, the PARTIES hereby agree, and by this presents, bind themselves, to wit:

SECTION I. SCOPE OF SERVICES

The SECOND PARTY shall provide its services and expertise to embark on the following Scope of Work as **PROJECT CONSULTANT** in the **PROVINCIAL GOVERNOR'S OFFICE:**

1. *Provide technical advice and recommendations concerning project planning, implementation, monitoring, and coordination;*
2. *Assist in preparing project proposals, work plans, implementation schedules, budgets, and related documentation when specifically assigned;*
3. *Facilitate coordination and meetings among relevant provincial offices, agencies, and authorized stakeholders through established government channels;*
4. *Monitor the progress of assigned projects and prepare reports identifying milestones, delays, risks, pending requirements, and recommended corrective measures;*
5. *Assist in organizing project documentation and tracking the status of duly submitted proposals and requirements;*

6. *Provide technical observations and recommendations concerning authorized environmental management, waste management, waste-to-by-product initiatives, and related infrastructure projects when specifically assigned by the FIRST PARTY; and*
7. *Perform other duties only when directly related to the foregoing services, expressly authorized in writing by the FIRST PARTY's duly authorized representative, and consistent with applicable law.*

The services shall be performed exclusively within the Province of Surigao del Sur, except for incidental travel or remote coordination specifically authorized in writing by the FIRST PARTY.

No provision of this Article shall be construed as granting the SECOND PARTY unrestricted authority to undertake unrelated projects, conduct independent government transactions, or expand the engagement beyond the agreed scope.

SECTION II. LIMITATION OF AUTHORITY

The SECOND PARTY is engaged solely to provide professional consulting services. Neither consultant shall have authority, express or implied, to:

1. Bind or commit the FIRST PARTY to any contract, expenditure, undertaking, guarantee, or obligation;
2. Approve or authorize projects, payments, procurements, permits, licenses, land allocations, investments, or government transactions;
3. Issue binding instructions to provincial officials or employees, except for specific coordination tasks expressly authorized in writing and permitted by law;
4. Represent himself as the Governor's authorized representative, an official spokesperson, or a decision-maker of the Provincial Government;
5. Execute agreements, negotiate binding commercial terms, or make commitments on behalf of the FIRST PARTY without separate lawful written authority;
6. Promise or guarantee the approval, funding, award, implementation, or exclusive allocation of any project; and
7. Interfere with the independent functions of the Provincial Legal Office, procurement personnel, technical evaluators, approving authorities, or other government offices.

All recommendations submitted by the SECOND PARTY shall be advisory in nature. Decisions shall remain with the officials and offices legally authorized to make them.

SECTION III. REPORTING AND ACCOUNTABILITY

The SECOND PARTY shall report to the Provincial Governor or the designated authorized representative of the FIRST PARTY. Each consultant shall:

1. Promptly report material delays, risks, irregularities, suspected unauthorized commitments, or potential conflicts of interest encountered in performing the services;
2. Maintain accurate records of work performed and submit supporting documentation when reasonably required by the FIRST PARTY; and
3. Refrain from making representations concerning project approval, government commitments, funding, procurement, or implementation unless supported by formal authorization.

All reports shall be submitted through official channels. The SECOND PARTY shall not withhold, falsify, or materially misrepresent information in reports submitted to the FIRST PARTY.

SECTION IV. PROFESSIONAL CONDUCT AND PROHIBITED ACTS

The SECOND PARTY shall act professionally, honestly, impartially, and within the limits of this Contract. The following acts are prohibited:

1. Soliciting or accepting unauthorized commissions, kickbacks, gifts, payments, favors, or other benefits in connection with the engagement;
2. Using the appointment, name, resources, or access of the FIRST PARTY to secure an improper personal or commercial advantage;

3. Making unauthorized commitments or representations on behalf of the FIRST PARTY or any third party;
4. Circumventing established government procedures or attempting to improperly influence a procurement, evaluation, approval, or award;
5. Concealing a material conflict of interest when disclosure is required by applicable law, government policy, or a lawful directive;
6. Using government records, personnel, facilities, or resources for unauthorized personal or commercial purposes;
7. Engaging in fraudulent, corrupt, coercive, collusive, or other unlawful conduct in connection with the services; and
8. Delegating or transferring assigned responsibilities to another person without prior written authorization where such authorization is required.

The SECOND PARTY shall promptly disclose actual, potential, or apparent conflicts of interest in accordance with applicable law and shall comply with lawful instructions issued to address such conflicts.

SECTION V. CONFLICT OF INTEREST AND INDEPENDENCE

The SECOND PARTY shall perform the services in accordance with applicable laws, government policies, and the lawful instructions of the FIRST PARTY.

Each consultant shall disclose any interest, relationship, outside engagement, or other circumstance that creates or may reasonably appear to create a conflict with the performance of his assigned government consulting duties, to the extent disclosure is required by applicable law or government policy.

The SECOND PARTY shall not use this engagement to obtain preferential treatment for any private person or entity, influence a procurement or project award improperly, or circumvent the lawful authority of provincial officials.

Where a conflict is identified, the FIRST PARTY shall determine the appropriate lawful measures, which may include reassignment, restriction of access to particular information or activities, recusal, suspension, or termination in accordance with applicable law and due process.

Nothing in this Contract shall authorize the SECOND PARTY to disclose protected information or to undertake an outside activity prohibited by law.

In no case shall this contract extend/grant the SECOND PARTY, priority or influence on future projects as may be undertaken by the FIRST PARTY nor access to information on areas outside of the scope of this contract.

SECTION VI. TIME OF SERVICING

The SECOND PARTY shall perform their work services at the time and schedule to be agreed upon by both PARTIES.

SECTION VII. PAYMENT TERMS AND CONDITIONS

For and in consideration of the Services rendered, the FIRST PARTY shall pay the SECOND PARTY the amount of Philippine Peso: **₱ 1.00/month** as Professional Fee charged to **1011-200 / 5-02-12-990.** Unless otherwise expressly allowed under existing accounting and auditing rules, the SECOND PARTY shall not be entitled to claims on travel, per diem, lodging and other expenses to be incurred in the course of the performance of the terms of this contract.

Further, the SECOND PARTY acknowledges to abide with provisions of RA 3019 otherwise known as "Anti-Graft and Corrupt Practices Act"

SECTION VIII. TERM AND EFFECTIVITY

This Contract shall become effective and shall remain in full force and effect from October 5, 2026 to December 31, 2026, unless sooner terminated in accordance with the terms and conditions hereof and applicable laws, rules, and regulations.

Any renewal or extension of this Contract shall be subject to the sole discretion of the Provincial Government of Surigao del Sur, upon such terms and conditions as it may determine, and subject to compliance with applicable laws, rules, regulations, and government requirements. No renewal or extension shall be deemed granted unless expressly approved in writing by the duly authorized representative of the Provincial Government. The Consultants shall have no vested right or entitlement to the renewal or extension of this Contract.

SECTION IX. TERMINATION

A. TERMINATION FOR DEFAULT

The FIRST PARTY shall terminate this Contract for default when any of the following conditions attains its implementation.

1. Outside of *force majeure*, the SECOND PARTY fails to perform any or all of the obligations as provided in the scope of work within the period specified in this Contract;

2. As a result of *force majeure*, the SECOND PARTY is unable to perform any or all of the scope of work, for a period of not less than sixty (60) calendar days after receipt of the notice from the FIRST PARTY stating that the circumstance of force majeure is deemed to have ceased;

3. The FIRST PARTY do not have the required financial resources to pay the wages of the Second Party, provided that the Second Party is informed at least 30 days prior to termination of the Contract;

4. The SECOND PARTY fails to perform any other obligation under the Contract.

B. TERMINATION FOR UNLAWFUL ACTS

The FIRST PARTY may terminate this Contract in case it is determined prima facie that the SECOND PARTY has engaged, before or during the implementation of this contract, in unlawful deeds and behaviours relative to contract acquisition and implementation of this Contract. Unlawful acts included, but are not limited to, the following:

1. Corrupt, fraudulent, and coercive practices;

2. Drawing up or using forged documents;

3. Using adulterated materials, means or methods; and

4. Any other act analogous to the foregoing.

C. The PARTIES may agree to pre-terminate the Contract prior to its expiration. The pre-termination of the Contract by either party shall entitle the SECOND PARTY to payment of services actually rendered. All pre-terminations shall be subject to a 30-day prior notice, except when a shorter period is agreed upon by the PARTIES.

SECTION X. AMENDMENTS

No amendment or modification of any of the terms and conditions of this Contract shall be valid unless evidenced by a written agreement executed by the authorized representatives of both PARTIES.

SECTION XI. SEVERABILITY

If any part of this Agreement is declared unenforceable or void, the rest of the Contract shall nevertheless remain in full force and effect.

SECTION XII. WAIVER

No failure, omission or delay of any of the PARTIES in exercising any of its right, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the parties' authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

SECTION XIII. ASSIGNMENT

The benefit of this Agreement may not be assigned in whole or in part by a Party without the prior written consent of the other.

SECTION XIV. CONFIDENTIALITY

The PARTIES shall at all times ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act of 2012) and all other related issuances of the National Privacy Commission.

Each Party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

SECTION XVI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The PARTIES fully understand that:

A. This Contract does not create an employer-employee relationship between the FIRST PARTY and the SECOND PARTY. The SECOND PARTY shall not be entitled to the usual benefits afforded to casual and/or permanent employees of the FIRST PARTY like vacation leave, sick leave, forced leave, representation and the year-end Christmas bonus and variable pay;

B. The Services rendered hereunder will not be credited as Government Service; and

C. The PARTIES shall agree on the specific manner by which the former shall deliver the Services enumerated under Section I of this Contract, including the engagement time and submission of reports, to ensure that such services are rendered accordingly.

SECTION XVII. LIMITATION OF LIABILITY

Any and all claims, liabilities, damages, suits, or causes of action whatever nature or kind, now or hereafter arising from or in connection with this Contract, including but not limited to those resulting out of or as a consequence of the acts of personnel, or representatives of the SECOND PARTY, shall be for the account of the SECOND PARTY. The SECOND PARTY shall indemnify the FIRST PARTY, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the FIRST PARTY under this provision shall survive the termination of this Contract.

SECTION XVIII. GOVERNING LAW AND VENUE OF ACTION

This Contract shall be governed and construed in accordance with the laws of the Republic of the Philippines. Venue of all actions arising from this Contract shall be brought exclusively to the jurisdiction of the appropriate courts of Tandag City, Surigao del Sur, Philippines.

SECTION XIX. ENTIRE AGREEMENT

Both PARTIES acknowledge that this Contract constitutes the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the PARTIES relating to the subject matter hereof.

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement on _____ day of _____, _____ at Tandag City, Surigao del Sur, Philippines.

FIRST PARTY

By:

HON. JOHNNY T. PIMENTEL
Provincial Governor - Surigao Del Sur

SECOND PARTY

JARED T. VALARAO

SIGNED IN THE PRESENCE OF:

_____

_____

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Surigao del Sur) S.S
City of Tandag)

BEFORE ME, a Notary Public, this _____ day of _____ in the City of Tandag, Surigao del Sur, Philippines, personally appeared **HON. JOHNNY T. PIMENTEL** in his capacity as the Governor of the Province of Surigao del Sur, with Valid Government Issued ID. _____, issued on _____, at Tandag City, Surigao del Sur and

NAME	IDENTIFICATION NO.	DATE/PLACE ISSUED
1. JARED T. VALARAO	PROVINCIAL GOVERNOR'S OFFICE	

Surigao del Sur, known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before me as their free and voluntary acts. This instrument, which consists of _____ pages, refers to a Contract of Service and signed by the PARTIES and two witnesses on each and every page hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202___.

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag City

CERTIFICATION

I, **JARED T. VALARAO** , of legal age, single, and residing of Manila , hereby declare and attest to the truth of the following declarations:

1. That I am aware that my Job Order Contract/Contract of Service forms no employee-employer relationship with the Provincial Government of Surigao del Sur;

2. That I am not related to the appointing authority/agency head up to the fourth degree of affinity and/or consanguinity;

3. That I have not lost in any election within 1 year following the effectivity of the Contract; and

4. That I have not reached the mandatory retirement age of 65 years old.

5. That I hold free the Provincial Government of Surigao del Sur from any accountabilities for my willful commission of misrepresentation, dishonesty, misconduct and perjury through this instrument.

Done this _____ day of _____ _____ at Tandag City, Surigao del Sur, Philippines.

JARED T. VALARAO
Job Order / Contract of Service Worker

WITNESS:

_____
Administrative Officer / AO - Designate

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Legal Office

10-23-26 - 11:25 AM

2nd Indorsement
October 23, 2026

RECEIVED
PGO SURIGAO DEL SUR
ARNIN C. CONDOVEZ
SIGNATURE OVER PRINTED NAME
CONTROL NO: 5330 DATE: 10/23/24 TIME: 11:24

Respectfully returned to **HON. JOHNNY T. PIMENTEL**, Provincial Governor, is the herein legal opinion as per 1st Indorsement dated October 15, 2026.

ATTY. LIMUEL L. AUZA
Provincial Legal Officer

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Legal Office

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23 October 2026

HON. JOHNNY T. PIMENTEL
Provincial Governor
Province of Surigao del Sur
Tandag City, Surigao del Sur

Dear Hon. Pimentel,

This pertains to the request for a review of the proposed **CONTRACT OF SERVICE** between the Provincial Government of Surigao del Sur and **Mr. Oscarlito M. Malveda** and **Mr. Jared N. Valarao**, who are to be engaged as Project Consultants in the Provincial Governor's Office.

As stated in the contract, the consultants shall give technical advice on project planning, implementation and monitoring, including waste management and related infrastructure projects (Sec. I). They cannot bind the Province or act as the Governor's representative, and their recommendations are only advisory (Sec. II). In return, the Province shall pay them ₱1.00 per month (Sec. VII), from October 5, 2026 to December 31, 2026 (Sec. VIII).

At the outset, the undersigned sees no legal impediment to engaging consultants through a contract of service. Such a contract does not make them employees of the Province, and their service is not counted as government service (Sec. XVI). However, the contract should not yet be signed. Certain legal requirements must first be complied with.

After a careful study, it is the opinion of the undersigned that the following must be addressed before the contract is signed:

1. the Governor needs the authority of the Sangguniang Panlalawigan.

2. there must be a certification that funds are available.

3. the procurement law must be followed.

4. the ₱1.00 consideration is valid, but it calls for added safeguards. A low price does not by itself void a contract. Art. 1355 of the Civil Code provides: "Except in cases specified by law, lesion or inadequacy of cause shall not invalidate a contract, unless there has been fraud, mistake or undue influence."

Even so, the undersigned wishes to point out three (3) things.

One, when private persons offer their services for practically nothing, the Province should make sure that they expect nothing else in return, such as access to officials, information, or a future project. This matters here because the consultants will advise on waste management and infrastructure projects (Sec. I[6]), where private suppliers and proponents usually have business interests.

Two, the nominal pay actually works in favor of the Province. Sec. 2(b) of R.A. 3019 defines a public officer as one "receiving compensation, **even nominal**, from the government." It may therefore be argued that the consultants are covered by the Anti-Graft and Corrupt Practices Act. To avoid doubt, the contract should state that the consultants acknowledge being bound by R.A. 3019 and other laws on persons serving the government.

Three, the contract is silent on travel, per diem, lodging and other expenses. Since the consultants live in Manila but will work in the Province, they may later claim these expenses. The contract should state that they are not entitled to any other payment unless approved in writing and allowed by budgeting, accounting and auditing rules. The word "wages" should also be changed to "professional fee," since "wages" suggests an employer-employee relationship.

5. the contract cannot take effect before it is signed.

6. each consultant should have a separate contract.

I hope to have enlightened you on the matter.

Truly yours,

ATTY. LIMUEL L. AUZA
Provincial Legal Officer

Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

BAGONG PILIPINAS

Office of the Governor

SUBJECT: DRAFT CONTRACT OF SERVICE OF O. MALVEDA & J. VALARAO

1st Indorsement

October 15, 2026

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer,** this Province, the herein draft Contract of Service, for your legal opinion.

JOHNNY T. PIMENTEL
Provincial Governor

RELEASED
PGO-SURIGAO DEL SUR
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 10-14-26 TIME: 10:10 AM

By authority of the Governor:

MARJORIE V. PAGARAN
Assistant Provincial Administrator

PGO RECORDS/EBE/cha

PROVINCIAL LEGAL OFFICE
RECEIVED
DATE: 10-14-26
TIME: 10:20
BY:
PROVINCE OF SURIGAO DEL SUR

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is executed and entered into this ____ day of _____ . ____ by and between:

THE PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR, with office address at Tandag City, Surigao del Sur, Philippines, represented herein by **HON. JOHNNY T. PIMENTEL,** Governor of the Province of Surigar del Sur, hereinafter referred to as the "FIRST PARTY"

-and-

1. OSCARLITO M. MALVEDA, of legal age, married, and residing in Manila, Philippines; and

2. JARED N. VALARAO, of legal age, single, and residing in Manila, Philippines;

Hereafter collectively referred to as **"PARTIES"**

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work not performed by the regular personnel of the FIRST PARTY;

WHEREAS, the SECOND PARTY has signified their intention, to which the FIRST PARTY has accepted to provide the service needed by the latter.

WHEREAS, the SECOND PARTY hereby possesses the education, experience and skills required to perform the job as described herein;

WHEREAS, the SECOND PARTY represents and warrants that it is not related within the third degree (fourth degree in case of LGU's) consanguinity or affinity to the FIRST PARTY or representatives negotiating and/or approving this Contract;

WHEREAS, the SECOND PARTY has not been previously dismissed from Government service by reason of an administrative offenses;

WHEREAS, the SECOND PARTY has not already reached the compulsory retirement age of sixty-five (65) years old;

NOW THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and stipulations herein set forth, the PARTIES hereby agree, and by this presents, bind themselves to wit:

SECTION I. SCOPE OF SERVICES

The SECOND PARTY shall provide its services and expertise to embark on the following Scope of Work as **PROJECT CONSULTANT** in the **PROVINCIAL GOVERNOR'S OFFICE**

1. *Provide technical advice and recommendations concerning project planning, implementation, monitoring, and coordination.*
2. *Assist in preparing project proposals, work plans, implementation schedules, budgets, and related documentation when specifically assigned.*
3. *Facilitate coordination and meetings among relevant provincial offices, agencies, and authorized stakeholders through established government channels.*
4. *Monitor the progress of assigned projects and prepare reports identifying milestones, delays, risks, pending requirements, and recommended corrective measures.*
5. *Assist in organizing project documentation and tracking the status of duly submitted proposals and requirements.*
6. *Provide technical observations and recommendations concerning authorized environmental management, waste management, waste-to-by-product initiatives, and related infrastructure projects when specifically assigned by the FIRST PARTY.*
7. *Perform other duties only when directly related to the foregoing services, expressly authorized in writing by the FIRST PARTY's duly authorized representative, and consistent with applicable law.*

The services shall be performed exclusively within the Province of Surigao del Sur, except for incidental travel or remote coordination specifically authorized in writing by the FIRST PARTY.

No provision of this Article shall be construed as granting the SECOND PARTY unrestricted authority to undertake unrelated projects, conduct independent government transactions, or expand the engagement beyond the agreed scope.

SECTION II. LIMITATION OF AUTHORITY

The SECOND PARTY is engaged solely to provide professional consulting services. Neither consultant shall have authority, express or implied, to:

1. Bind or commit the FIRST PARTY to any contract, expenditure, undertaking, guarantee, or obligation.
2. Approve or authorize projects, payments, procurements, permits, licenses, land allocations, investments, or government transactions.
3. Issue binding instructions to provincial officials or employees, except for specific coordination tasks expressly authorized in writing and permitted by law.
4. Represent himself as the Governor's authorized representative, an official spokesperson, or a decision-maker of the Provincial Government.
5. Execute agreements, negotiate binding commercial terms, or make commitments on behalf of the FIRST PARTY without separate lawful written authority.
6. Promise or guarantee the approval, funding, award, implementation, or exclusive allocation of any project.
7. Interfere with the independent functions of the Provincial Legal Office, procurement personnel, technical evaluators, approving authorities, or other government offices.

All recommendations submitted by the SECOND PARTY shall be advisory in nature. Decisions shall remain with the officials and offices legally authorized to make them.

SECTION III. REPORTING AND ACCOUNTABILITY

The SECOND PARTY shall report to the Provincial Governor or the designated authorized representative of the FIRST PARTY. Each consultant shall:

1. Promptly report material delays, risks, irregularities, suspected unauthorized commitments, or potential conflicts of interest encountered in performing the services.
2. Maintain accurate records of work performed and submit supporting documentation when reasonably required by the FIRST PARTY.
3. Refrain from making representations concerning project approval, government commitments, funding, procurement, or implementation unless supported by formal authorization.

All reports shall be submitted through official channels. The SECOND PARTY shall not withhold, falsify, or materially misrepresent information in reports submitted to the FIRST PARTY.

SECTION IV. PROFESSIONAL CONDUCT AND PROHIBITED ACTS

The SECOND PARTY shall act professionally, honestly, impartially, and within the limits of this Contract. The following acts are prohibited:

1. Soliciting or accepting unauthorized commissions, kickbacks, gifts, payments, favors, or other benefits in connection with the engagement.
2. Using the appointment, name, resources, or access of the FIRST PARTY to secure an improper personal or commercial advantage.
3. Making unauthorized commitments or representations on behalf of the FIRST PARTY or any third party.
4. Circumventing established government procedures or attempting to improperly influence a procurement, evaluation, approval, or award.
5. Concealing a material conflict of interest when disclosure is required by applicable law, government policy, or a lawful directive.
6. Using government records, personnel, facilities, or resources for unauthorized personal or commercial purposes.
7. Engaging in fraudulent, corrupt, coercive, collusive, or other unlawful conduct in connection with the services.
8. Delegating or transferring assigned responsibilities to another person without prior written authorization where such authorization is required.

The SECOND PARTY shall promptly disclose actual, potential, or apparent conflicts of interest in accordance with applicable law and shall comply with lawful instructions issued to address such conflicts.

SECTION V. CONFLICT OF INTEREST AND INDEPENDENCE

The SECOND PARTY shall perform the services in accordance with applicable laws, government policies, and the lawful instructions of the FIRST PARTY.

Each consultant shall disclose any interest, relationship, outside engagement, or other circumstance that creates or may reasonably appear to create a conflict with the performance of his assigned government consulting duties, to the extent disclosure is required by applicable law or government policy.

The SECOND PARTY shall not use this engagement to obtain preferential treatment for any private person or entity, influence a procurement or project award improperly, or circumvent the lawful authority of provincial officials.

Where a conflict is identified, the FIRST PARTY shall determine the appropriate lawful measures, which may include reassignment, restriction of access to particular information or activities, recusal, suspension, or termination in accordance with applicable law and due process.

Nothing in this Contract shall authorize the SECOND PARTY to disclose protected information or to undertake an outside activity prohibited by law.

SECTION VI. TIME OF SERVICING

The SECOND PARTY shall perform their work services at the time and schedule to be agreed upon by both PARTIES.

SECTION VII. PAYMENT TERMS AND CONDITIONS

For and in consideration of the Services rendered, the FIRST PARTY shall pay the SECOND PARTY the amount of Philippine Peso: **₱ 1.00/month** as wages, charged to **1011-200 / 5-02-12-990**

SECTION VIII. TERM AND EFFECTIVITY

This Contract shall become effective and shall remain in full force and effect from October 5, 2026 to December 31, 2026, unless sooner terminated in accordance with the terms and conditions hereof and applicable laws, rules, and regulations.

Any renewal or extension of this Contract shall be subject to the sole discretion of the Provincial Government of Surigao del Sur, upon such terms and conditions as it may determine, and subject to compliance with applicable laws, rules, regulations, and government requirements. No renewal or extension shall be deemed granted unless expressly approved in writing by the duly authorized representative of the Provincial Government. The Consultants shall have no vested right or entitlement to the renewal or extension of this Contract.

SECTION IX. FORCE MAJEURE

The SECOND PARTY shall not be liable for forfeiture of its Performance Bond liquidated damages or termination for default under this Contract if, and to the extent that its delay in performance or other failure to perform its obligations under this Contract is the result of force majeure, provided that the SECOND PARTY shall notify the FIRST PARTY.

Force Majeure shall be interpreted to mean any event that happened which the SECOND PARTY could not have foreseen, or which though foreseen, was inevitable. It shall not include any cause the effects of which could have been avoided with the exercise of due diligence by the SECOND PARTY.

SECTION X. TERMINATION

A. TERMINATION FOR DEFAULT

The FIRST PARTY shall terminate this Contract for default when any of the following conditions attains its implementation.

1. Outside of *force majeure*, the SECOND PARTY fails to perform any or all of the obligations as provided in the scope of work within the period specified in this Contract;

2. As a result of *force majeure*, the SECOND PARTY is unable to perform any or all of the scope of work, for a period of not less than sixty (60) calendar days after receipt of the notice from the FIRST PARTY stating that the circumstance of force majeure is deemed to have ceased; or

3. The FIRST PARTY do not have the required financial resources to pay the wages of the Second Party, provided that the Second Party is informed at least 30 days prior to termination of the Contract.

4. The SECOND PARTY fails to perform any other obligation under the Contract.

B. TERMINATION FOR UNLAWFUL ACTS

The FIRST PARTY may terminate this Contract in case it is determined prima facie that the SECOND PARTY has engaged, before or during the implementation of this contract, in unlawful deeds and behaviours relative to contract acquisition and implementation of this Contract. Unlawful acts included, but are not limited to, the following:

1. Corrupt, fraudulent, and coercive practices;

2. Drawing up or using forged documents;

3. Using adulterated materials, means or methods; and

4. Any other act analogous to the foregoing.

C. The PARTIES may agree to pre-terminate the Contract prior to its expiration. The pre-termination of the Contract by either party shall entitle the SECOND PARTY to payment of services actually rendered. All pre-terminations shall be subject to a 30-day prior notice, except when a shorter period is agreed upon by the PARTIES.

SECTION XI. AMENDMENTS

No amendment or modification of any of the terms and conditions of this Contract shall be valid unless evidenced by a written agreement executed by the authorized representatives of both PARTIES.

SECTION XII. SEVERABILITY

If any part of this Agreement is declared unenforceable or void, the rest of the Contract shall nevertheless remain in full force and effect.

SECTION XIII. WAIVER

No failure, omission or delay of any of the PARTIES in exercising any of its right, privileges and remedies hereunder shall operate as waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the PARTY'S authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

SECTION XIV. ASSIGNMENT

The benefit of this Agreement may not be assigned in whole or in part by a Party without the prior written consent of the other.

SECTION XV. CONFIDENTIALITY

The PARTIES shall at all times ensure processing of sensitive and personal information in accordance with the Republic Act 10173 (Data Privacy Act of 2012) and all other related issuances of the National Privacy Commission.

Each Party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

SECTION XVI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The PARTIES fully understand that:

A. This Contract does not create an employer-employee relationship between the FIRST PARTY and the SECOND PARTY. The SECOND PARTY shall not be entitled to the usual benefits afforded to casual and/or permanent employees of the FIRST PARTY like vacation leave, sick leave, forced leave, representation and the year-end Christmas bonus and variable pay.

B. The Services rendered hereunder will not be credited as Government Service; and

C. The SECOND PARTY and the FIRST PARTY shall agree on the specific manner by which the former shall deliver the Services enumerated under Section I of this Contract, including the engagement time and submission of reports, to ensure that such services are rendered accordingly.

SECTION XVII. LIMITATION OF LIABILITY

Any and all claims, liabilities, damages, suits, or causes of action whatever nature or kind, now or hereafter arising from or in connection with this Contract, including but not limited to those resulting out of or as a consequence of the acts of personnel, or representatives of the SECOND PARTY, shall be for the account of the SECOND PARTY. The SECOND PARTY shall indemnify the FIRST PARTY, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the FIRST PARTY under this provision shall survive the termination of this Contract.

SECTION XVIII. GOVERNING LAW AND VENUE OF ACTION

This Contract shall be governed and construed in accordance with the laws of the Republic of the Philippines. Venue of all actions arising from this Contract shall be brought exclusively to the jurisdiction of the appropriate courts of Tandag City, Surigao del Sur, Philippines.

SECTION XIX. ENTIRE AGREEMENT

Both PARTIES acknowledge that this Contract constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the PARTIES relating to the subject matter hereof.

IN WITNESS WHEREOF, all parties have signed this Memorandum of Agreement on _____ day of _____ at Tandag City, Surigao del Sur, Philippines.

FIRST PARTY

By

HON. JOHNNY T. PIMENTEL
Provincial Governor - Surigao Del Sur

SECOND PARTY

OSCARLITO M. MALVEDA

JARED N. VALARAO

SIGNED IN THE PRESENCE OF:

_____ _____