



Republic of the Philippines
OFFICE OF THE PRESIDENT
PHILIPPINE RECLAMATION AUTHORITY

7th floor, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, 1226 City of Makati

Tel.No.: (02) 8459-5000 , Facsimile No.: (02) 8815-2662

Website: www.pea.gov.ph . Email: info@pea.gov.ph

SECRETARY'S CERTIFICATE

SO THE PUBLIC MAY KNOW:

I, **MARK ARTHUR M. CATABONA**, of legal age, Filipino, with office address at 8th Floor, Legaspi Towers 200 Building, 107 Paseo de Roxas, Legaspi Village, Makati City, and temporary office at Building 3, PNOC Compound, Energy Center, Rizal Drive, 34th Street, Bonifacio Global City, Fort Bonifacio, Taguig City, after having been duly sworn to in accordance with law, do hereby certify that:

1. I am the Board Secretary V of the Philippine Reclamation Authority (PRA);
2. At the 611th Regular Meeting of the PRA Board of Directors on 16 March 2023 duly called for the purpose, a quorum being present and acted throughout, the following resolution was unanimously adopted by the members of the Board with the concurrence of the Chair, and is now in full force and effect, to wit:

RESOLUTION NO. 5681

Series of 2023

APPROVAL OF THE PRA PRO-FORMA CONTRACT FOR PHYSICAL FITNESS INSTRUCTOR

RESOLVED, That upon recommendation by the Management in its Memorandum for the Board of Directors dated 14 March 2023, in consideration of the favorable review of the Office of the Government Corporate Counsel, the **PRA Pro-Forma Contract for Physical Fitness Instructor**, copy of which is attached as Annex "A" and made as an integral part hereof, is hereby **APPROVED**.

RESOLVED FURTHER, That in view of the foregoing approval, the **General Manager and CEO** is hereby **AUTHORIZED** to sign the subject **Pro-Forma Contract**.

3. The foregoing resolution has not been repealed, amended nor modified, and remains to be valid and subsisting as of date hereof.

Signed on 16 March 2023 at Taguig City, Metro Manila.

MARK ARTHUR M. CATABONA
Board Secretary V



CONTRACT FOR PHYSICAL FITNESS INSTRUCTOR

SO THE PUBLIC IS INFORMED:

This **CONTRACT** made and entered into this ____ day of _____ 20__ by and between:

PHILIPPINE RECLAMATION AUTHORITY (Public Estates Authority), a government instrumentality created under P.D. 1084, as amended, with principal office address at 7th and 8th Floors, Legaspi Towers 200, Paseo de Roxas, Makati City, and with temporary office address at Bldg. 3 PNOC Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City, represented by its General Manager and CEO, **ATTY. JANILO E. RUBIATO**, duly authorized for this purpose pursuant to PRA Board Resolution No. _____, series of _____, hereinafter referred to as "**PRA**";

-and-

(**NAME OF THE CONTRATOR**), (age), (civil status), (citizenship), (address), hereinafter referred to as the **CONTRACTOR**.

ANTECEDENTS:

WHEREAS, the Civil Service Commission (CSC) issued Memorandum Circular (MC) No. 38, series of 1992, promoting the conduct of health awareness among government employees through "Physical and Mental Fitness Program for Government Personnel";

WHEREAS, CSC MC No. 6, series of 1995 required all agencies to adopt "The Great Filipino Workout" as an integral part of the National Physical Fitness and Sports Development Program for government personnel;

WHEREAS, CSC MC No. 8, series of 2011 reiterated the implementation of the program and authorized the conduct of regular physical fitness exercise and health awareness program;

WHEREAS, in adherence thereto, **PRA** adopted "Zumba Dance Workout" as its Physical Fitness Program for its employees;

WHEREAS, the Zumba Dance Workout is in accordance with the PRA Healthy Eating and Active Lifestyle (HEAL) program under *the PRA Workout Zone* activity of the PRA Health and Wellness Program;

WHEREAS, there is a need for **PRA** to engage the services of a professional Zumba Instructor to handle/supervise the conduct of Zumba Dance workout, subject to the guidelines enunciated in CSC-COA-DBM Joint Circular No. 01-2017, as amended, as well as COA-DBM Joint Circular No. 2-2020;

WHEREAS, the Office of the Government Corporate Counsel (OGCC), the statutory legal counsel of the Agency, in its Contract Review No. 202, Series of 2022, has reviewed this contract, and its suggestions and recommendations were fully incorporated hereto.

Witnesses:

Contractor

Atty. Janilo E. Rubiato



The **CONTRACTOR** hereby agrees and accepts to render said services subject to the following terms and conditions:

1. OBLIGATIONS OF THE CONTRACTOR

- 1.1 The **CONTRACTOR** shall prepare and submit to **PRA** a Workout Routine for the Zumba Dance Workout.
- 1.2 The **CONTRACTOR** will conduct the Zumba Dance Workout, through *(APPROVED MODE/PLATFORM)*, for *(APPROVED SCHEDULE)* every *(APPROVED DAY)* of the month.
- 1.3 The **CONTRACTOR** shall provide musical accompaniment in the conduct of workout session and ensure stable internet connectivity during the session.

2. SCHEDULE AND PLATFORM

The workout will start promptly at *(APPROVED SCHEDULE)* every *(APPROVED DAY)* of the month *(APPROVED MODE/PLATFORM)*.

3. CONTRACT PERIOD

This contract shall commence on _____ and shall expire on _____.

4. ATTENDANCE OF CONTRACTOR'S INSTRUCTOR

The attendance of the **CONTRACTOR** for *(APPROVED MODE/PLATFORM)* shall be recorded.

5. CHANGE OF SCHEDULE

- 5.1 The **CONTRACTOR** shall inform the **PRA**, through the Administrative Services Department, of any change of schedule at least one (1) day before the agreed schedule.
- 5.2 The **CONTRACTOR** shall accordingly inform **PRA** of any make-up session. Conversely, the **CONTRACTOR** shall be informed of any cancellation or postponement of session by **PRA** at least one (1) day in advance. In the event that the **CONTRACTOR** logged in as scheduled, without having been informed by **PRA** of the cancellation or postponement, the **CONTRACTOR** shall be entitled to full payment equivalent to one (1) session.
- 5.3 A message through telephone or short messaging service (SMS) shall be considered sufficient notice of the cancellation or postponement.
- 5.4 As the need arises, the **CONTRACTOR** may hold special fitness sessions aside from his regular schedule subject to approval of the **PRA**.

6. CONTRACT PRICE AND PAYMENT

- 6.1 Each session shall cost in the gross amount of _____ (Php_____) or with a total contract amount of _____ (Php_____), subject to income tax rates pursuant to Section 24 of the National Internal Revenue Code of 1997, as amended by RAs 10963, 11256 and 11346.

Witnesses:

Contractor

Atty. Janilo E. Rubiato



6.2 All checks will be payable to the **CONTRACTOR** on a monthly basis, covering all completed sessions for the applicable month, payable every first week of the succeeding month.

7. MONITORING AND EVALUATION

The **PRA** shall monitor and evaluate the effectiveness of the program/workout and the performance of the **CONTRACTOR**.

8. DATA PRIVACY

In order to safeguard the security and integrity of all personal data and information (as defined by Republic Act No. 10173 [RA 10173] and its Implementing Rules and Regulations [IRR]) each may receive from each other, the Parties shall ensure that they fully comply with this provision and the provisions of the RA 10173 and its IRR and will only deal with the personal data/information to fulfil its obligation under this contract. Each Party shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of all personal data that may come to its knowledge or possession by reason of any provision of this Contract and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20__ at Taguig City.

PHILIPPINE RECLAMATION AUTHORITY

By:

ATTY. JANILO E. RUBIATO
General Manager and CEO

Contractor

SIGNED IN THE PRESENCE OF:

Funds Available:

MA. CHONA T. FLORES
Manager, Budget and Treasury Dept.



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____
 day of _____, 20__ personally appeared:

Name	Government Issued ID and Number	Date and Place Issued
ATTY. JANILO E. RUBIATO		
CONTRACTOR		

Witnesses:

known to me and to me known to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free act and deed.

This instrument consisting of ____ () pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the above named parties and their witnesses, and sealed with my notarial seal.

Contractor

IN WITNESS WHEREOF, I have set my hand and notarial seal on the date and place first above-written.

Doc. No. _____:
 Page No. _____:
 Book No. _____:
 Series of 20__.

Atty. Janilo E. Rubiato