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9/01/2011 *WMP*
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Mr. RONALD J. SORINI

Sorini Samet & Associates LLC (SS&A)
Consulting and Government Affairs Practice
Ten G Street, NE, Suite 710
Washington, DC 20002

Subject : EXTENSION CONTRACT FOR PROFESSIONAL SERVICES

Dear **Mr. Sorini**:

Please find hereunder the following stipulations to govern this Extension Contract relative to the RP 809 + Apparel Pilot Program, otherwise known as the "SAVE Act" to be enacted into a United States Law that allows duty-free entry for RP Apparel exports using US Fabrics and/or Yarns and duty concessions for RP "Cut and Sew":

1. **Scope of Work.** SS&A shall pursue with complete dedication and work diligently to achieve the passage of the SAVE Act bill. The following shall be the key benchmarks and timelines:

September – October 2011	To make the SAVE Act a priority bill in the US Congress and include it as part of a trade bill or other relevant legislation
November – December 2011	Increase the number of co-sponsors by at least ten (10) representatives and five (5) senators
December – February 2012	Develop a framework document for the approval of the Clothing and Textile Industry Tripartite Council (CTITC) on the labor compliance program

The document entitled Benchmarks and Timelines is hereto attached as Annex "A", and shall form part of this contract. This document, among others, specifies the general and specific roles and responsibilities of SS&A under this Contract.

2. **Period.** The Contract between the Department of Trade and Industry (DTI), Government of the Philippines, and SS&A is extended for the period of six (6) months covering 01 September 2011 to 29 February 2012. Thereafter, at the option of the DTI, it may extend this Contract based on the satisfaction of the defined benchmarks under paragraph 1 of this Contract.

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3. **Payment.** DTI agrees to pay SS&A the amount of \$25,000.00 per month payable at the end of every month.

This includes normal business costs such as telephone charges, taxi fares, photocopies, messengerial services and travel costs to New York, New Jersey, Massachusetts, Pennsylvania, Washington D.C., Maryland, Virginia, but travel cost outside Washington, D.C., shall not exceed US\$ ~~4,000.00~~ per quarter. If SS&A is requested by DTI to incur costs that exceed the said amount in any quarter the additional costs may be invoiced separately with proper documentation.

Expenses other than the normal costs for SS&A members, including air fare, hotel costs, meals and out-of-pocket expenses, and air travel to the Philippines (business class) or other U.S. locations (economy class) outside the areas covered in the preceding paragraph shall be subject to the prior approval of DTI and will be invoiced separately with proper documentations, which shall be based upon actual costs incurred, but such costs are not expected by either party to exceed US\$4000 per quarter. For travels to the Philippines, hotel accommodation shall be for the account of the industry.

4. **Exclusivity/Non-transferability of the Contract.** This Contract may not be transferred or assigned by SS&A to any third party without the prior written consent of DTI or its successor -in-interest. For purposes of this provision, third party to this Contract shall mean any entity or person other than SS&A.
5. **Exemption for Third Party Liability.** SS&A shall hold the DTI exempt/free from any third party claim/ liability arising from the performance of or by reason of SS&A's obligations, covenants and stipulations under this Contract.
6. **Periodic Status Report.** SS&A shall provide a written report to the DTI on its activities, transactions, covenants, stipulations, including the details appertaining thereto, and any matter performed under this Contract, **every month or whenever required to by the DTI** to be submitted to the Head of the Garments and Textile Industry Development Office (GTIDO).
7. **Ownership and Confidentiality of Information.** Subject to United States rules and regulations, studies, researches, and recommendations done and reports documents and papers made and obtained during the period of and by reason of this Contract shall be submitted to the DTI through Undersecretary CRISTINO L. PANLILIO copy furnished Undersecretary ADRIAN S. CRISTOBAL and the Head of GTIDO, monthly or whenever required by the DTI. These shall form part of the monthly written report laid down in the preceding paragraph.

Except when required to by the United States laws and regulations, SS&A shall not divulge or disclose to any third party any information or data obtained or received in

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the performance of or by reason of SS&A's obligations, covenants and stipulations under this Contract.

8. **Full Disclosure of Transactions.** SS&A, either as part of its Performance/Status Report or otherwise, shall always provide a good faith and full disclosure of its transactions, including the name, rank and office of the persons, officials or entities they transacted with or met with, in the performance of the obligations, covenants and stipulations under this Contract.
9. **Prior Notification and Consultation.** To the extent practicable, SS&A shall notify and consult the DTI in advance for any changes in the bill. The DTI shall promptly provide its comments thereto which shall be communicated by SS&A to the sponsor of the bill.
10. **Modification of Previous Contracts.** This Contract modifies the terms of the previous contracts between DTI and SS&A. In case of inconsistency between this Contract and the previous contracts, this Contract shall take precedence over the previous contracts. This Contract can only be modified when done in writing, and both parties must agree to such modification.
11. **Resolution of Disputes.** In case of dispute in the interpretation and application of this Contract, the parties shall resolve the dispute through consultations with a view towards reaching amicable settlement.
12. **Termination.** Either party may for justifiable reason(s), terminate this Contract with a thirty (30) days written notice sent by the canceling / rescinding party clearly stating the reasons there for.

Should your company accept our proposal, kindly indicate your conformity by signing on the space provided below and return the signed copy to us.

Very truly yours,

For the Department of Trade and Industry


CRISTINO L. PANLILIO
Undersecretary

CONFORME:

For SORINI SAMET & ASSOCIATES LLC


RONALD J. SORINI