

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter referred to as the "MOA") is made and entered into this 19<sup>th</sup> day of May 2021, at Pasay City, Philippines, by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as "DFA" or "FIRST PARTY"), a national government agency of the Philippine Government created by virtue of Commonwealth Act No. 732 dated 03 July 1946, with principal address at 2330 Roxas Boulevard, Pasay City, Metro Manila, 1300 Philippines, through its Office of the Undersecretary for Administration - Quality Management System (QMS) Unit and herein represented by the **Department's Head of Procurement Entity (HOPE) Undersecretary Ernesto C. Abella;**

and

**FULLHOUSE ASIA PRODUCTION STUDIOS, INC.**, represented by its Managing Partner Ms. Maricel T. Santos (hereinafter referred to as "**SECOND PARTY**"), a corporation duly registered under Philippine law and with principal address at Unit 203, Building 2, OPVI Centre, 2295 Pasong Tamo Ext., Makati City, Metro Manila, Philippines.

**WITNESSETH:**

*WHEREAS*, the **First Party**, through the Office of the Undersecretary for Administration - Quality Management System (QMS) Unit conceptualized the production of the *DFA Mabini Cup 2021: Mobile Legends Bang Bang Tournament* (hereinafter referred to as "**THE PROJECT**") in line with the Department's organizational development agenda;

*WHEREAS*, the **First Party** conceptualized *the Project* as part of the Department's health and wellness activity for all DFA personnel in Foreign Service Posts, Consular Offices, and in the Home Office;

*WHEREAS*, the **First Party** is procuring the services of the **Second Party** pursuant to Section 53.6 of the Implementing Rules and Regulations of Republic Act no. 9184 and subject to government audit and accounting rules and regulations;

*WHEREAS*, the **First Party** agrees to hire the services of the **Second Party** to develop and execute *the Project*;

*WHEREAS*, the Parties are authorized by their respective principals to enter into this Agreement;

*WHEREAS*, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in the approved BAC Resolution No. NTC-12-21 dated 18 May 2021, the **First Party** awarded the contract for *the Project* to the **Second Party**;

**NOW THEREFORE**, for and in consideration of the foregoing, the Parties hereto have formally agreed and bind themselves to the following terms and covenants:


**I. THE PROJECT**

**Section 1. The Project.**

- a.) Description. *The Project* refers to the production of the DFA Mabini Cup 2021: Mobile Legends Bang Bang Tournament, an online gaming tournament, to be

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13 JUL 2021

  
EVA M. LAZARO  
Signing Officer



held online from 26 June to 04 July 2021 - with employees of the *First Party* as participants.

The *Second Party* shall be responsible for the conduct and organization of *the Project*, as detailed in the Terms of Reference and according to the standards in this Agreement.

- b.) Annexes/References. The following are annexed to and made an integral part of this Agreement and references to these documents shall be deemed to refer to the ones duly annexed:
1. Certificate of Filing of Articles of Incorporation of the *Second Party* (Annex "A");
  2. Secretary's Certificate of the *Second Party* authorizing the representative to sign this Agreement (Annex "B");
  3. Latest valid PHILGEPS Registration Certificate of the *Second Party* (Annex "C");
  4. BAC Resolution no. NT-12-21 dated 18 May 2021 (Annex "D");
  5. Latest valid Mayor's permit of the *Second Party* (Annex "E");
  6. Terms of Reference (Annex "F");
  7. Notice of Award dated 11 May 2021 (Annex "G");
  8. Certificate of Availability of Funds (CAF) dated 31 December 2021 (Annex "H")
- c.) The *First Party* is hereby represented by its organizing committee composed of the employees of the Office of the Undersecretary for Administration ("*Committee*") for purposes of implementing this Agreement.

## Section 2. Undertaking of the Second Party.

The *Second Party* undertakes to do/perform the following:

1. Attend all meetings and respond in a timely manner all queries, questions and issues raised by the Committee and/or participants, and assign specific contact person(s) with whom the committee will liaise;
2. Within five (5) days of receipt of Notice to Proceed from the DFA, submit the draft Tournament Rules;
3. On a date decided by the Committee, convene a briefing session for all participants of the tournament to provide details on the tournament rules and regulations, disseminate tournament rules, answer any questions and address concerns raised by the participants, among others;
4. Conduct at least two (2) hours of practice games/dry runs with Committee members and/or designated participants;
5. Conduct all official games, elimination and finals, with referee and moderator for technical issues and provide and turnover a recording of these games to the Committee, with the Department as the copyright owner;
6. Ensure that only registered players are the ones who are actually playing the games and report and recommend, if necessary, disciplinary actions against violators of tournament rules and regulations;
7. Provide a list of at least five (5) shoutcasters and referees, and their CVs/biographies for the event from which the Committee may choose;
8. Facilitate the official opening program of the tournament and create videos, montages and other materials related to this program using royalty-free media resources, as requested by the Committee;

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Undersecretary for Administration

2

13 JUL 2021

EVA M. LAZARO  
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9. For the finals (online tournaments), provide at least one (1) host to be partnered with DFA personnel for the event and at least two (2) shout casters who would provide commentary during the game and post- and pre-game analysis;
10. The proposal shall be a turn-key solution with minimal to no supervision;
11. Ensure online connectivity and a stable connection when conducting *the Project*, and,
12. Ensure that *the Project* meets the standards set forth in this Agreement.

### Section 3. Contract Price.

For and in consideration of the services to be rendered by the **Second Party** according to the terms of this Agreement and subject to compliance with documentation needed under this Agreement and based on government audit and accounting rules and regulations, the **First Party** will ensure the release of payment to the **Second Party** in two (2) tranches the total amount of **TWO HUNDRED AND FIFTY THOUSAND PESOS ONLY (PHP 250,000.00)** as a total gross amount of payment, inclusive of all costs, taxes, and expenses not otherwise specifically indicated as being undertaken by the **First Party**.

### Section 4. Confidentiality.

The Parties hereto agree to keep all dealings, transactions, communications, correspondences, documents, and records relative to this particular Agreement, whether acquired by either Party prior to, during, or after the consummation of this Agreement, confidential and such shall be considered proprietary information and subject to non-disclosure by both Parties, except when so required in the organization and implementation of *the Project* or as required by law.

### Section 5. Quality Standards in Implementing the Project

In addition to the Terms of Reference, the **Second Party** shall be guided by the following standards in implementing *the Project*:

1. Ensure that all materials used will be faithful to the concept.
2. Provide accurate information on the video.
3. Make use of modern digital technology in the production of *the Project*.
4. Ensure that script, and other artistic creations are original and not plagiarized.
5. Ensure that the final deliverables submitted are *par excellence* – comparably equivalent to, or better than similar or existing tournaments and events in all aspects of the production (aesthetics, operations, and the like).

### Section 6. Payment Procedure

1. The **Second Party** shall submit the following documents to the **First Party**:
  - a. Approved Learning Design Outline
  - b. PhilGEPS Registration or Certificate
  - c. Mayor's Permit
  - d. BIR Certificate of Registration
  - e. Duly Signed and Notarized Contract
  - f. Company Profile
  - g. Bank Details and Taxpayer's Identification (TIN) number N(no.)
  - h. Such other documents as may be required to process payment.
2. The **Second Party** shall be paid within thirty (30) working days upon the submission of the sales invoice or its equivalent, complete with supporting

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Undersecretary for Administration

13 JUL 2021

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documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).

3. All payments shall be inclusive of all applicable taxes and other lawful charges, and subject to the provisions of this agreement and the usual government accounting and auditing rules and regulations.
4. The Parties agree that the DFA may refuse to make payments when the services are not satisfactorily performed by the **Second Party**, subject to the submission of evidentiary requirements and proper justification. Payment shall be made only after satisfactory performance of the **Second Party's** undertakings, regardless of the date of submission of the invoice and documents related topayment.

## II. CONDUCT AND BEHAVIOR

The **Second Party** shall be responsible for the conduct, discipline, and compliance with labor related matters of its staff hired (if any) for **the Project**. The **Second Party** undertakes to ensure that it shall comply with all relevant rules and regulations of the DFA, the Philippine Government, and the terms of this Agreement.

## III. LIMITATION OF LIABILITY; DISPUTE RESOLUTION

The **Second Party** shall be solely responsible for any liability that may arise from the execution and implementation of this Agreement, and undertakes to hold the **First Party** free and harmless from any claim arising from the **Second Party's** employees, officers, creditors, suppliers, subcontractors or any other claimants of their heirs, administrators and assigns, by reason of non-payment, suits, actions, recoveries, and judgement of every nature and/or kind.

- a. **Limitation of Liability.** DFA shall in no manner be answerable or accountable for any incident or injury which may occur to any person participating in the implementation of this Agreement, nor for any injury, loss or damage arising from fault, negligence or carelessness of the **Second Party** to any person or to their property. The **Second Party** agrees to assume, as it does hereby assume, all liabilities for any such injury, loss or damage and to hold DFA free from liability therefrom and undertakes to have any claim against the DFA arising out of third party complaints filed before any court, agency or tribunal dismissed, and should DFA be made to pay for damages or losses caused, to reimburse or indemnify DFA, and to pay any expenses incurred as a result, subject to government audit and accounting rules and regulations.
- b. **Dispute Resolution:** In the event of any dispute or difference that may arise between the Parties herein in connection with this Agreement or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the Parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City to the exclusion of any and all other courts and tribunals that may exercise concurrent or coordinate jurisdiction.
- c. **Third Party:** Any other contract or agreement entered into by the **Second Party** and a third party shall be exclusively between such parties, to the exclusion of the **First Party**. The **Second Party** warrants that it shall hold free and harmless the Department from any and all such suits, and in no event shall it be held liable to such

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13 JUL 2021

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third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of **the Project**. To this end, the **Second Party** shall undertake to have complaints or suits filed against the **First Party** in any agency, tribunal or court dismissed and shall reimburse or indemnify the **First Party** for any expenses, damages or losses incurred, subject to the applicable government audit and accounting rule and regulations.

#### IV. COMPLIANCE WITH REPUBLIC ACT NO. 10173 OR THE DATA PRIVACY ACT

The **Second Party** shall ensure proper collection and processing of any personal information from the **First Party** and/or its employee-participants in connection with **the Project**. To this end, it shall ensure that the rights of the participants as data subjects are adequately protected under the Data Privacy Act and relevant regulations, and to this end, shall duly inform them of their rights and remedies and seek their written consent through the appropriate instrument, such as, but not limited to an online waiver.

The **Second Party** shall ensure that any personal information obtained under this Agreement and subject of a third party agreement for processing of such information shall be compliant with the Data Privacy Act.

It shall be understood that violation of the aforementioned provisions under this Agreement or the Data Privacy Act shall be a ground for pre-termination of this Agreement and shall make the **Second Party** liable to the **First Party** who may seek appropriate legal redress against the **Second Party**.

#### V. INTELLECTUAL PROPERTY

All outputs produced and submitted by the **Second Party** are instruments of service, and the originals thereof and the corresponding copyright shall be the property of the **First Party**. The **First Party** shall have a license to use copies of such outputs in connection with the purpose for which they are prepared and produced, provided that the **Second Party** has been paid all the amounts due under this Agreement.

#### VI. TERMINATION / PRE-TERMINATION

Either Party may terminate this Agreement upon prior written notice at least thirty (30) days to the other party. Upon such termination, DFA shall have the right to take immediate possession and intellectual property rights of all data and items pertaining to this Agreement, as far as practicable provided that the **Second Party** shall have been paid for work already rendered, and goods already ordered. In the event that the **Second Party** deliberately, willfully, and capriciously fails to comply with the terms of this Agreement and DFA opts to terminate the agreement by reason of such, the costs shall be at the expense of the **Second Party**.

#### VII. EFFECTIVITY

This Agreement shall take effect upon signing and shall be valid until \_\_\_\_\_ or until completion of **the Project**, unless sooner terminated in accordance with this Agreement. However, the provisions on confidentiality and compliance with the Data Privacy Act shall survive the termination or expiration of this Agreement.

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13 JUL 2021

EVA M. LAZARO  
Signing Officer

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on this day of

JUN 29 2021

ERNESTO C. ABELLA

Department of Foreign Affairs

*[Signature]*  
ANDRE PETER C. ESTANISLAO  
Special Assistant, UA

QUEZON CITY

MARICEL T. SANTOS

Fullhouse Asia Production Studios, Inc.

Signed in the presence of:

*[Signature]*  
RON M. MARIN FRUGL  
Fullhouse Asia Production Studios, Inc.

ACKNOWLEDGMENT

Republic of the Philippines )  
City of Pasay ) s.s.

BEFORE ME, a Notary Public for and in the City of Pasay, personally appeared the following:

NAME	PASSPORT/ID NUMBER	ISSUED AT	ISSUED ON
ERNESTO C. ABELLA	D0004531A	DFA MANILA	04 DECEMBER 2017
MARICEL T. SANTOS	P3924744A	DFA MANILA	04 AUGUST 2017

known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their own free act and deed and of the entities they represent.

This instrument duly signed by both parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this JUN 29 2021 day of JUN 29 2021 2021, in Pasay City, Philippines.

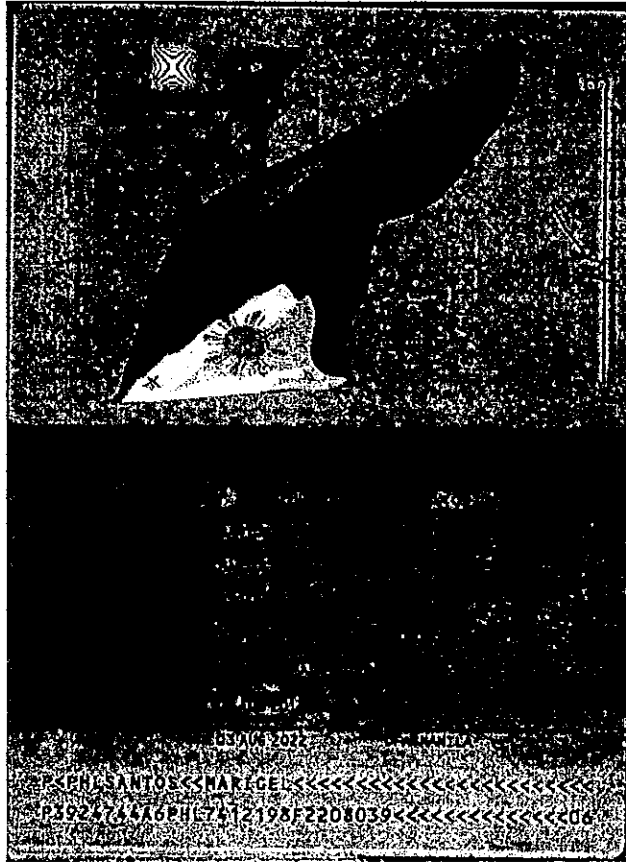
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Book No. 12  
Series of 2021

*[Signature]*  
NADINE FAYE C. MIRALLES  
ROLL NO. 60714  
ADM. NO. NP-292 NOTARY PUBLIC  
MY COMMISSION EXPIRES ON JUNE 30, 2021  
IBP AR NO. 185374, Q.C. 12-17-20  
PTR NO. 9783345, MLA 12-10-20  
MCLE VII-0002274 4-14-25

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13 JUL 2021

*[Signature]*  
EVA M. LIZARO  
Signing Office



18  
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13 JUL 2021

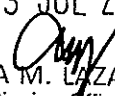
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