

CONTRACT FOR SERVICES

**KNOW ALL MEN BY THESE PRESENTS:**

This contract is entered into on 23 June 2022 in Pasay/Makati City by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as the **DFA**), a government agency with principal office address at 2330 Roxas Boulevard, Pasay City represented herein by **HON. ANTONIO MORALES**, Undersecretary and Head of the Procuring Entity;

AND

**OPTH CRAFT ENTERPRISES**, (hereinafter referred to as **CRAFT MNL** with postal address Unit 302, 926 Arnaiz Avenue, Makati City, represented herein by **ALEXANDER REYES**, Co-Founder and Proprietor.

**-WITNESSETH-**

**WHEREAS**, the DFA is tasked to promote an inclusive working environment, and ensure the wellbeing and welfare of its personnel;

**WHEREAS**, the DFA intends to conduct *Arts and Crafts Workshops for the DFA Day Care Program* for CY 2022;

**WHEREAS**, the DFA seeks to hire a competent and established provider to run the Department's *Arts and Crafts Workshops for the DFA Day Care Program*;

**WHEREAS**, **CRAFT MNL** represents itself as a small business enterprise that provides various creative and artistic workshops that could benefit the well-being of the DFA's employees and their families;

**WHEREAS**, **CRAFT MNL** is duly authorized to engage in the business of providing seminars and workshops, inclusive of the provisions for materials and session facilitators, and has the capacity to render the services required by the DFA for its program;

**WHEREAS**, the DFA decided to engage **CRAFT MNL** to conduct the Department's *Arts and Crafts Workshops for the DFA Day Care Program*;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract for the conduct of the *Arts and Crafts Workshops for the DFA Day Care Program* to **CRAFT MNL** per BAC Resolution No. 104-22 adopted on 23 June 2022, a copy of the Notice of Award is attached herewith as ANNEX "A";

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

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## I. OBJECTIVE

The DFA and Craft MNL agree to run a series of online workshops for the conduct "*Arts and Crafts Workshops for the DFA Day Care Program*" for **CY 2022** (hereinafter, the **Contract Period**) for DFA personnel and their household members.

The *Arts and Crafts Workshops for the DFA Day Care Program* is designed as a series of six (6) live, online workshops to be offered across key DFA Offices with the aim to supplement personnel and their families with enriching creative activities they, and their children can benefit from, in terms of the development of imagination, fine motor skills, and skills building.

## II. OBLIGATIONS OF THE PARTIES

### 1. Obligations of CRAFT MNL:

A. **CRAFT MNL** shall develop and conduct the following six (6) online workshops and provide the corresponding materials for the indicated number of participants within the Contract Period as per indicated in the copy of Proposal for DFA DayCare Summer Activities attached herewith as ANNEX "B"

- i) 3 Sessions for Arts and Crafts for Kids (5 and below) - 40 seats
  - (1) Flour Paste Batik
  - (2) Tempera Resist Painting
  - (3) Play Dough Making
- ii) 3 Sessions for Arts and Crafts for Kids (6 and up) - 40 seats
  - (1) Make a Hand-Shaped Trinket Dish
  - (2) Make a Glue-Marbled Mobile
  - (3) Paper Beads Making
- iii) 3 Sessions of Sensory Play for Toddlers - 15 seats
- iv) Scented Candle Making for Kids and Grownups - 40 seats
- v) Tote Bag Decorating - 30 seats
- vi) Mandala Mosaic Making - 30 seats

1. The main purpose of the series of *Arts and Crafts Workshops for the DFA Day Care Program* is to supplement the academic education of DFA employees' children with creative, and imaginative activities, in order to encourage wholistic development, as well as provide an avenue for parent-child bonding, and skills building.
2. In view of the ongoing restrictions on in-person gatherings, the *Arts and Crafts Workshops for the DFA Day Care Program* will be delivered online, with a duration of up to 2 hours for each workshop session, as detailed through the schedule below:

Title of Workshop	Schedule of Session	Schedule of Kit Delivery
Session 1 Arts and Crafts for Kids 5 and Below (Tempera Resist Painting)	(Wednesday) July 06	(Monday) July 04
Session 2 Arts and Crafts for Kids 5 and Below (Play Dough Making + First part of Flour Paste Batik)	(Friday) August 12	(Monday) July 04
Session 3 Arts and Crafts for Kids 5 and Below (Second part of Flour Paste Batik Making)	(Friday) August 26	(Monday) July 04
Session 1 Arts and Crafts for Kids 6 and Above (Make a Hand-Shaped Trinket Dish)	(Friday) July 08	(Wednesday) July 06
Session 2 Arts and Crafts for Kids 6 and Above (Make a Glue-Marbled Mobile)	(Monday) July 18	(Wednesday) July 06
Session 3 Arts and Crafts for Kids 6 and Above (Paper Beads Making)	(Friday) August 05	(Wednesday) July 06
Session 1 Sensory Play for Toddlers	(Thursday) July 14	(Tuesday) July 12
Session 2 Sensory Play for Toddlers	(Friday) July 29	(Tuesday) July 12
Session 3 Sensory Play for Toddlers	(Friday) September 02	(Tuesday) July 12
Scented Candle Making	(Friday) September 09	(Wednesday) September 07
Tote Bag Decorating	(Friday) September 16	(Wednesday) September 14
Mandala Mosaic Making	(Friday) August 19	(Wednesday) August 17
Graduation Ceremony	(Friday) September 23	

3. **CRAFT MNL** shall provide sufficient modules needed for the entirety of the workshops.
4. Following the completion of each workshop, **CRAFT MNL** shall upload all photos or workshop documentation on its website for access of all participating DFA employees.

*Handwritten signature*

5. Upon completion of all of the workshops, **CRAFT MNL** shall organize an online program to award certificates of completion for participants.
6. Post completion program, **CRAFT MNL** shall supply the DFA with photo books of the summer activities within 3 months.

B. **CRAFT MNL** shall not use for commercial purposes, the name, logo, official seal, or other identification of the DFA without its prior written consent and approval, and in accordance with the required specifications;

C. **CRAFT MNL** shall immediately report to the DFA in writing any problems encountered which may endanger or obstruct the implementation of this Contract and/or the "*Arts and Crafts Workshops for the DFA Day Care Program*" and its proposed solutions;

D. **CRAFT MNL** shall submit to the DFA all documents required for the processing of the payment and other deliverables or documentations as may be necessary for the implementation of the Contract and the "*Arts and Crafts Workshops for the DFA Day Care Program*";

E. **CRAFT MNL** shall ensure that all materials used for the "*Arts and Crafts Workshops for the DFA Day Care Program*" will be reasonably faithful to the concept, shall be subject to the vetting and approval of the DFA, and that no commercial advertising shall be made; and

F. **CRAFT MNL** shall ensure that permits or written authorizations are secured from the appropriate authorities and proper citation is made for the use of any other materials not otherwise owned or provided by the DFA, which are protected under intellectual property laws, prior to their usage;

## 2. OBLIGATIONS OF THE DFA:

A. **DFA** shall provide **CRAFT MNL** with a coordinator who shall represent DFA in taking care of overall administration of the online workshops, coordinating with the participating, and other logistical preparations, and preparing the proper forms for the DFA personnel to be able to evaluate **CRAFT MNL** performance.

B. **DFA** shall provide alternative coordinators if needed, to ensure that the full scope of services in the contract have been availed in the course of the online workshops, and to prevent circumstances that may impede the completion of the online workshops.

C. **DFA** shall accept, review, and approve the outputs and process of the Second Party, including its design of the online workshops, modules, and materials, and approve the same upon the assessment of its compliance and satisfaction with its requirements;

D. Upon **CRAFT MNL**'s request, **DFA** may provide relevant resource materials to be used in the design and conduct of the online workshops and its modules;

E. Provide full payment in accordance with Paragraph III for the services rendered by **CRAFT MNL**;

### III. CONTRACT PRICE

- A. For services mentioned in Paragraph II of this Contract, DFA shall pay CRAFT MNL the following fees, inclusive of out-of-pocket expenses, contingency fund, and applicable taxes:

Workshop	Cost
Arts and Crafts for Kids 5 and Below	PHP 71,733.00
Arts and Crafts for Kids 6 and Above	PHP 89,633.00
Sensory Play for Toddlers	PHP 63,533.00
Scented Candle Making	PHP 111,733.00
Tote Bag Decorating	PHP 28,633.00
Mandala Mosaic Making	PHP 39,733.00
<b>TOTAL</b>	<b>PHP 404,998.00</b>

- B. Costs related to operations, such as the venue of the session, other materials not provided by CRAFT MNL, and miscellaneous expenses, shall be for the account of the DFA.
- C. **CRAFT MNL** shall bill DFA after each online workshop has been rendered.
- D. The DFA shall pay CRAFT MNL by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within fifteen (15) working days. The LDDAP shall be payable to:

**CRAFT MNL Bank Account:**

Account Name: OPTH CRAFT ENTERPRISES  
Bank Name: Bank of the Philippine Islands  
Account Type: Current  
Account Number: 9660 0022 83

- E. **CRAFT MNL** shall issue an official receipt to the DFA for each payment made, as proof and acknowledgment of receipt of such payment.

### IV. INTELLECTUAL PROPERTY

**CRAFT MNL** shall retain ownership of all intellectual property rights over the content of all modules included in each online workshop. **CRAFT MNL** and DFA shall retain the right to confidentiality of any and all materials, evaluations, and activity results unless agreed upon otherwise. **CRAFT MNL** and DFA shall also retain usage rights for the materials used in each online workshop for the duration of the contract

engagement. CRAFT MNL and DFA shall also retain property rights to the reports and evaluations from each online workshop, and the information from each online workshop subject to the confidentiality provision under Paragraph VI of this Contract.

#### **V. EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between DFA and **CRAFT MNL** and vice-versa. Accordingly, neither Party shall be in any way liable or responsible for any personal injury or damage, sustained or caused by any of the personnel provided by the other party, during the lawful performance of their duties.

As the children of employees will be participating in the activities, regardless of age, they must be accompanied by a legal adult or guardian at all times in order to oversee the activity. Neither **DFA** nor **CRAFT MNL** will be held liable for any injury or damage to any of the employees or their family members while undertaking the activities in the online workshops.

#### **VI. CONFIDENTIALITY OF INFORMATION**

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

#### **VII. REPRESENTATIONS/AMENDMENTS**

The terms and conditions of this Contract may be amended, altered, and/or revised by written instrument signed by the Parties or their authorized representatives.

#### **VIII. ASSIGNMENT**

Neither Party shall assign, sublet or transfer any interest in this Project without the written consent of the other.

#### **IX. SEPARABILITY**

The Parties agree that if any provision of this Contract is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this contract and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid or otherwise unenforceable provision.

This Contract supersedes, defeats, alters, controls or otherwise renders inoperative any and all previous agreements executed between the parties and may not be further modified, altered, or amended in any manner except by agreement in writing duly executed by the parties hereto.

This Contract shall be governed by and construed according to the laws of the Republic of the Philippines.



## X. EXCLUSIVE JURISDICTION

In the event of any dispute or difference that may arise between the Partisan connection with this Contract or the interpretation and performance of any of its provisions, the Parties shall exert their best efforts to amicably settle such dispute or difference. In the event that an amicable settlement cannot be achieved, the Parties agree to settle the matter with finality by submitting the same for arbitration which shall be conducted by one (1) arbitrator to be appointed by the President of PDRCI and in accordance with the Philippine Dispute Resolution Center, Inc. (PDRCI) subsisting Rules. The arbitration proceedings, including all records, documents, pleadings, orders and judgements filed or rendered in pursuant thereto, shall be kept confidential, shall be made in the English language, and governed by Philippine law. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the DFA from applying to a court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights subjects of the dispute.

## XI. EFFECTIVITY AND TERM OF THE CONTRACT

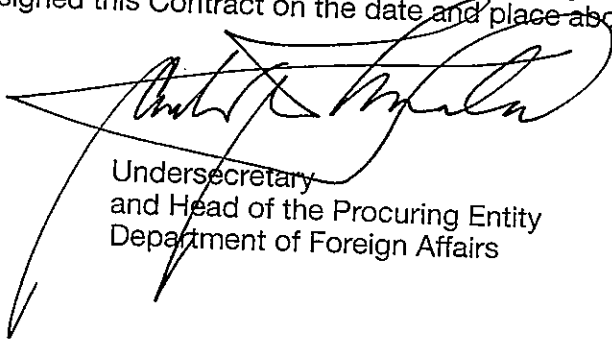
This Contract shall take effect upon its signing by both Parties, and shall be valid until the completion of the scheduled online workshop series and the Parties' fulfillment of their respective obligations, unless earlier terminated by either Party through written notice at least fifteen (15) days prior to the intended date of such termination.

Upon such termination, the DFA shall have the right to take immediate possession and usage rights of all data and materials pertaining to the online workshop series already presented and delivered by CRAFT MNL without prejudice to the enforcement of procurement rules and regulations on pre-termination and other available remedies.

## XII.

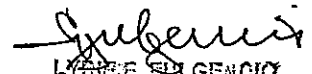
Either party may terminate this agreement within five (5) days' notice in writing for breach of any provisions of the contract.

**IN WITNESS WHEREOF**, the Parties through their authorized representatives, have signed this Contract on the date and place above written.

  
Undersecretary  
and Head of the Procuring Entity  
Department of Foreign Affairs

  
Proprietor  
Alexander Reyes  
OPTH Craft Enterprises

Signed in the presence of:

  
L. F. FULGENCIO  
Department Chief Accountant  
Department of Foreign Affairs

  
Marielle Reyes  
OPTH Craft Enterprises

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
 City of Pasay **MANILA CITY** S.S.

**MANILA CITY**  
 BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on **JUL 06 2022** personally appeared ANTONIO A. MORALES, Undersecretary and Head of the Procuring Entity, Department of Foreign Affairs, and OPTH CRAFT ENTERPRISES, represented by ALEXANDER REYES, Proprietor, known to me to be the same persons who executed the CONTRACT consisting of eight (8) pages including the page on which this acknowledgement is written. All pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES, DFA Representative	D0009237A	DFA MANILA	07 Dec 2021
ALEXANDER B. REYES, OPTH Craft Enterprises Representative	PASSPORT NO. P4683613 B	DFA NCR SOUTH	04 FEB 2020

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

Doc. No. 211 ;  
 Page No. 13 ;  
 Book No. X29 ;  
 Series of 2022.

**ATTY. IMELDA A. PANIS**  
 NOTARY PUBLIC (EXTENDED PER DP 3785 UNTIL DEC. 31, 2022)  
 PTA NO. 0097503 JAN. 03, 2022  
 IBF LIFETIME MEMBER NO. 00265 ROLL NO. 52214  
 MCLE NO. VI-0029300 NOV. 14, 2019 UNTIL 2022  
 COMMISSION NO. 2010-002  
 103TH. LOPEZ ST. ERMITA, MANILA  
 09272774504