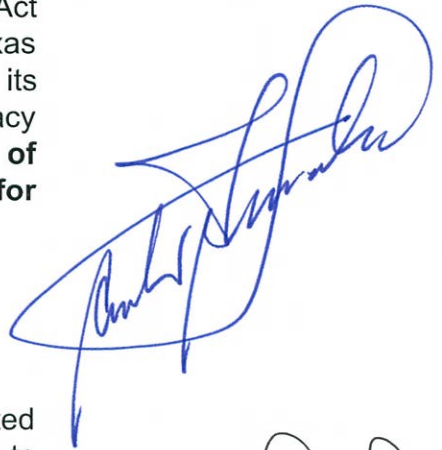


**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter referred to as the "MOA") is made and entered into this day of 15 SEPTEMBER 2023, at Pasay City, Philippines, by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as "**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, Philippines, through its Office of Public and Cultural Diplomacy - Cultural Diplomacy Division (OPCD-CDD) and herein represented by the **Head of Procuring Entity (HOPE) and Undersecretary for Administration Antonio A. Morales;**



and

**EXSIGHT THREE-SIXTY MEDIA PRODUCTIONS**, represented by its Proprietor, Mr. Milo L. Timbol, (hereinafter referred to collectively as the "**SECOND PARTY**"), hired by the Office of Public and Cultural Diplomacy – Cultural Diplomacy Division for the production and implementation of the hybrid onsite and online event entitled, "**Laro, Sining, at Imahinasyon: An Interactive Learn and Play Experience,**" with principal address at Roxas Boulevard corner South Drive Ermita, Manila;



**WITNESSETH:**

**WHEREAS**, the *First Party*, through its Office of Public and Cultural Diplomacy – Cultural Diplomacy Division (OPCD-CDD) conceptualized a hybrid onsite and online project entitled, "**Laro, Sining, at Imahinasyon: An Interactive Learn and Play Experience**" (hereinafter referred to as "**THE PROJECT**") (see "Annex A" for Concept Note) as a way to continue the Department's mandate to promote Philippine culture and arts in the global sphere amid the pandemic;



**WHEREAS**, the *First Party* conceptualized *the Project* to be an informative event that will also be an immersive experience. Participants and viewers will be able to visit the featured Museum, learn about Philippine contemporary art, have an engaging 360° virtual tour of the theme rooms of Museo Pambata Foundation, Inc., and join an insightful art workshop. Through this hybrid onsite and online event, the Department aims to showcase Philippine museums; introduce rising Filipino contemporary artists; introduce Philippine traits of creativity and ingenuity; and showcase the advanced technology of the Philippines for 360° virtual tours.

**WHEREAS**, *the Project* will be held onsite on 7 October 2023 and online on 19 October 2023 in observance of the Museum and Galleries Month, so declared by Presidential Proclamation No. 798, s. 1991. *The Project* is a hybrid onsite and online event which will entail a museum visit, launch of a virtual museum tour that

will showcase Philippine contemporary art, amplify to the international audience the talent of Filipino artists, and highlight how society was influenced by art and *vice versa*.

**WHEREAS**, the **First Party** agrees to acquire the services of the **Second Party** to produce and execute the visit and tour of the featured museum, the gamified virtual tour, and the online webinar launch of **the Project** in October 2023;

**WHEREAS**, the Parties are authorized to enter into this Agreement;

**WHEREAS**, the **Second Party** will implement the tasks and submit the deliverables to the **First Party**;

**WHEREAS**, the **First Party** retains the full rights of all materials submitted by the **Second Party**;

**WHEREAS**, the **First Party** will ensure the release of the payment to the **Second Party** in three (3) tranches with a total amount of **TWO MILLION FOUR HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED ONLY (PHP2,497,600.00)** as total net amount of payment, inclusive of all costs, taxes, and expenses not otherwise specifically indicated as being undertaken by the First Party;

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

**I. SCOPE AND EFFECTIVITY**

**Section 1. Scope and Effectivity.** – The Parties hereby agree to enter into this Agreement upon its signing by both Parties to provide the basis for the joint and cooperative undertakings in connection with the execution of **the Project** in October 2023, unless earlier terminated;

**Section 2. Undertakings of the First Party.** The **First Party** undertakes the following:

1. To provide guidance and assistance to the **Second Party** in the production and execution of the hybrid onsite and online events to be held;
2. To review and approve the deliverables of the **Second Party** subject to its compliance of the Guidelines stated herein and as may be advised by the First Party;
3. To provide the full payment in accordance with Section 6 for the services rendered by the **Second Party** for the complete production of **the Project**; and
4. To broadcast and release on the official DFA platforms the hybrid onsite and online events produced by the **Second Party**.

**Section 3. Undertakings of the Second Party.** – The **Second Party** undertakes the following:

1. To assume all taxes, fees, expenses, and costs arising out of or as a consequence of this Agreement;

2. To immediately report to the **First Party** in writing any problems encountered which may endanger or obstruct the implementation of this Agreement;
3. Submit all documents required for the processing of the payment;
4. Attend scheduled meetings for updates and consultations with DFA-OPCD-CDD;
5. Develop and submit the creative concept and key visuals for the event based on the Concept Note of the **First Party** for review and approval;
6. Provide the necessary personnel (*i.e.*, key staff, production team, hosts, etc.) and be responsible for the payment of their professional fees, transportation expenses, food, accommodations, and other costs that will be incurred for the production and execution of **the Project** to be launched on October 2023;
7. Procure the necessary technical equipment and software to be used in the production and execution of **the Project** to be launched on October 2023;
8. Write the script for the pre-produced videos (art workshop) and the hybrid onsite and online events;
9. Host the website and provide technical support of the gamified virtual tour, and allow embedding on the Museo Pambata's website;
10. Process and pay the panelists and artists' honorarium fees;
11. Provide post-event material of **the Project**, such as the Art Submission 3D Gallery showcase to be shared and uploaded on the platforms of the **First Party**. The post-event material shall be subject to review and approval of the **First Party**; and
12. Submit final videos and audio materials used in the hybrid onsite and online event (*i.e.* teaser, walkthrough video, art workshop, and virtual tours complete with editing, graphics, and color grading) to DFA-OPCD-CDD.

**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. Guidelines** - The Parties shall be guided by the following guidelines in implementing the project:

1. Ensure that all materials used will be faithful to the concept.
2. Provide accurate, well-researched historical information on the video.
3. Make use of modern digital technology in shooting, editing, and transferring copies.
4. Ensure that the script and other artistic creations are original and not plagiarized.

5. Ensure that the final videos submitted are par excellence.

**Section 6. Timeline of Deliverables**

Date/Month	Deliverables
July 2023	Start of Procurement
August 2023	Pre-production of Virtual Tour and Workshop (Key Visual, Script, Virtual Tour)
September 2023	Promotion on DFA Facebook Page and Youtube Channel
October 2023	Launch of “ <b>Laro, Sining, at Imahinasyon: An Interactive Learn and Play Experience</b> ”

**Section 7. Payment Procedure**

A. The **First Party** shall:

1. Release the aforementioned amount in three (3) tranches to the **Second Party**, subject to the provisions of this agreement and the usual government accounting and auditing rules and regulations and upon submission of the following supporting documents:

- a. Approved program/concept complete with the preferred/tentative listing of artists and production crew;
- b. Line-item budget showing the breakdown of cost/expenses.
- c. PHILGEPS
- d. BIR Form 2303
- e. Income Tax Return
- f. Mayor’s Permit
- g. Billing Request for each tranche (Original)
- h. Provisional Receipt for each tranche (Original)
- i. Duly Signed and Notarized Contract
- j. Curriculum Vitae of the Proponent/ Company Profile
- k. Bank Details and TIN No.

2. The payment will be as follows:

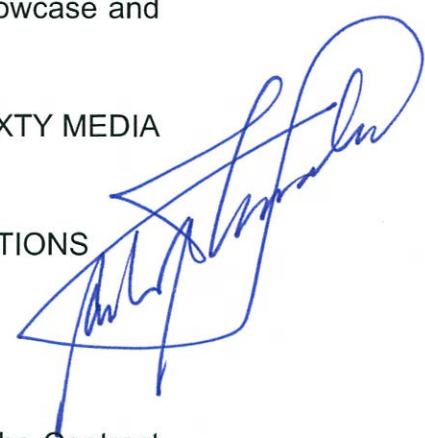
15% - Upon submission of the visual identity of the project, art workshop script/program flow, and initial draft of virtual tour map.

75% - Upon submission of the produced onsite same edit video, art workshop video and the gamified virtual tour, as well as the online launch of the gamified virtual tour.

10% - Upon submission of the post-event material 3D gallery showcase and initial analytics of gamified virtual tour.

Payment for **The Project** shall be made to "EXSIGHT THREE-SIXTY MEDIA PRODUCTIONS" through the following bank details:

Account Name: EXSIGHT THREE-SIXTY MEDIA PRODUCTIONS  
Savings Account Number: 4289-1208-53  
Bank/Brank: BPI Infinity BGC  
Swift Code: BOIPHMM



In no case shall the total payment to the Second Party exceed the Contract Price of PHP 2,500,000.00;

The mode of payment shall be made through LDDAP-ADA within 30 working days upon submission of **the Second Party** of the sales invoice and complete supporting documents and audited by the OFMS-FRMD.

3. Said amount shall be used by the **Second Party** to pay for any and all expenditures in relation to the production of the one (1) onsite event and four (4) online events including the press conference and implementation of this Agreement, including professional fees, production expenses, administration expenses, and other charges, fees, and/or taxes if any;



B. **The Second Party** shall:

1. Issue an official receipt to the **First Party** as proof and acknowledgment of receipt of the herein mentioned amount for the herein mentioned purpose.

## 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 applicable). 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. NO EMPLOYEE-EMPLOYER RELATIONSHIP

It is mutually understood that the **Second Party** is an individual contractor. The production crew of the **Second Party** is not deemed as employees of the **First Party**. Thus, the **First Party** shall not in any way be liable or responsible for any personal injury, claim, and/or damage during the effectivity of this Agreement. The **Second Party** holds the **First Party** free and harmless from any such claims and liabilities.

## IV. LIMITATION OF LIABILITY

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 there from brought about by 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. The **First Party** 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 Proponent or 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 the **First Party** free from liability therefrom; and
- 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 by consultations and/or negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential.

Nothing in the Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provision of interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.”

## V. THIRD PARTY CONTRACTS

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 third parties for any special, incidental, indirect, consequential, or punitive damages relating to the conduct or completion of the activity.

## VI. NON-ASSIGNMENT or TRANSFER OF RIGHTS

Neither **Party** may assign, transfer, or convey its rights or obligations to this Agreement in favor of third parties unless the other Party consents to such assignment. In all cases of approved assignment of rights, however, the assigning Party shall ensure that the assignee respects and abides by all the terms and conditions of this Agreement.

## VII. INTELLECTUAL PROPERTY

All outputs produced and submitted by the **Second Party** are instruments of service, and the originals thereof and the corresponding copyright shall remain 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.

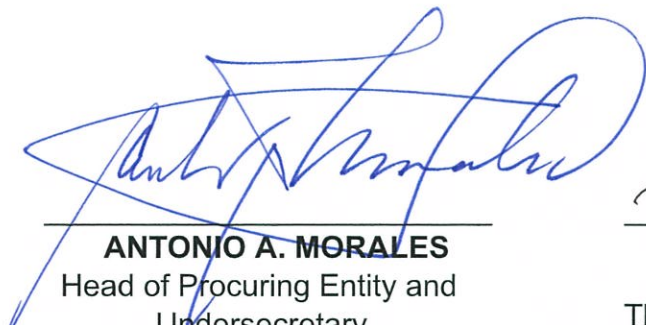
### VIII. TERMINATION / PRE-TERMINATION

Either Party may terminate this Agreement upon prior written notice of at least thirty (30) days. Upon such termination, the **First Party** 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 the **First Party** opts to terminate the agreement by reason of such, the costs shall be at the expense of the **Second Party**.

### IX. VALIDITY OF TERMS AND CONDITIONS

This Agreement shall take effect immediately upon its execution and shall be valid until completion of the parties undertaking herein, unless sooner terminated in accordance hereof.

**IN WITNESS WHEREOF**, the parties have hereto affixed their signatures on this day of 15 SEPTEMBER, 2023 at PASAY CITY.



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**ANTONIO A. MORALES**  
Head of Procuring Entity and  
Undersecretary  
Department of Foreign Affairs



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**MILO L. TIMBOL**  
Proprietor, ExSight  
Three-Sixty Media Productions

**Signed in the presence of:**



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**ARVIN R. DE LEON**  
Assistant Secretary  
Witness, DFA



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**JENNY ANN D. VILLARAZA**  
Producer  
Witness, 8 Indie-Go Productions, Inc.

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines, on 15 SEPTEMBER 2023 personally appeared **MR. ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs, and **MR. MILO L. TIMBOL**, President and Authorized Representative of Sinematika, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs and ExSight Three-Sixty Media Productions**, which instrument consists of      pages including the page on which this Acknowledgment is written, signed by said Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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

NAME	PASSPORT/ID NUMBER	ISSUED AT	ISSUED ON
ANTONIO A. MORALES	D0009237A	DFA MANILA	06 Dec 2026
MILO L. TIMBOL	P3067055B	DFA MANILA	11 Oct 2019

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of **six (8) pages** including this page on which the Acknowledgement is written, and acknowledged the same to be their free and voluntary act and deed and 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 15 day of SEPTEMBER 2023, in Pasay City, Philippines.

Dcc. No. 146  
Page No. 31  
Book No. 1  
Series of 2023.

*[Signature]*  
**ATTY RYAN-DANE L. LEONIDA**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
COMMISSION NO. 23-34  
ROLL NO. 81643  
PTR NO. 8215599 PASAY CITY 04-19-2023  
IBP OR NO. 217480 ISSUED BY IBP  
NATIONAL OFFICER 05-26-2022  
MCLE COMPLIANCE - MCLE EXEMPTED  
PURSUANT TO MCLE GOVERNING  
BOARD ORDER NO. 1, S.2008