

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND HUNGRY WORK HORSE CONSULTANCY, INC.**

This *Memorandum of Agreement* (hereinafter referred to as the "MOA") is made and entered into this 17 day of NOV 2023, at Pasay City, Philippines, by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as the "**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 Division (OPCD)**, and herein represented by **MR. ANTONIO A. MORALES**, Head of Procuring Entity (HOPE) and Undersecretary for Administration as the **FIRST PARTY**;

- and -

HUNGRY WORK HORSE CONSULTANCY, INC. represented by its Chief Operating Officer, **MS. KATHERINE MAE CALPO LUGTU**, (hereinafter referred to collectively as the "**SECOND PARTY**"), hired by the Office of Public and Cultural Diplomacy – Cultural Diplomacy Division for the events management services of the Cultural Officers Retooling Course Year 2 on 19-26 November 2023 with principal address at 2nd Floor Commercenter East Asia Drive Filinvest Corporate City Alabang 1781 Muntinlupa City;

WITNESSETH:

WHEREAS, the **First Party** shall be conducting the Cultural Officers Retooling Course Year 2 through its Office of Public and Cultural Diplomacy (OPCD) in partnership with the Cultural Center of the Philippines (CCP) on 19-26 November 2023

WHEREAS, the **First Party** desires to engage an Events Management Company to assist the Department in organizing, coordinating and managing the logistics for the Cultural Officers Retooling Course Year 2 as an events management company

WHEREAS, the **Second Party** possesses the qualifications, necessary authority, and expertise to render services to the **First Party** in line with the latter's requirements;

WHEREAS, the **Second Party** has offered its services to the **First Party** for a consideration, and the latter has agreed to accept the same under the terms and conditions specified herein;

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

Section 1. Scope and Effectivity. - **The Parties** hereby agree to enter into this MOA for the period 19 November 2023 to 26 November 2023 or upon fulfillment of the Parties' undertakings herein, whichever comes later, unless earlier terminated in accordance with Section 12 herein.

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

1. To provide the **Second Party** with the available resources and information needed to undertake the services;
2. To supervise and guide the **Second Party's** facilitation of the management, coordination and organization of the Cultural Officers Retooling Course Year 2
3. To accept and approve the **Second Party's** outputs upon assessment of its compliance with the Guidelines stated in Section 5 herein, to the satisfaction of the **First Party**; and
4. To release the payment to the **Second Party** upon the latter's complete submission of its outputs and completion of deliverables required for the services rendered, subject to Section 4 herein.

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

1. To assist the Department in the **coordination with all the resource persons** for the Cultural Officers Retooling Course Year 2 including the processing of the payment of their honoraria;
2. To arrange all the necessary **transportation requirements and hotel accommodation** for five resource persons for the Cultural Officers Retooling Course Year 2;
3. To **facilitate the event management** of the Cultural Officers Retooling Course Year 2 to ensure a smooth program;
4. To **provide photo and video documentation** of the Course, from Day 1 to Day 7;
5. To submit to the **First Party** the documentary requirements stated under Section 4 for the processing of the payment for services rendered;
6. To attend scheduled meetings for updates and consultations with the **First Party**;
7. To regularly report to the **First Party** the status or progress of its deliverables, as may be requested; and
8. To immediately report to the **First Party** in writing any problems encountered which may endanger or obstruct the implementation of this MOA and its proposed solutions.

Section 4. Payment. – The **First Party** shall deposit to the Second Party's bank account, the net total amount of **Nine Hundred Ninety Nine Thousand and Nine Hundred Ninety Nine Pesos (PhP999,999.00)**, as payment for the Second Party's services, subject to the provisions of this MOA and the relevant government accounting and auditing rules and regulations.

The Contract Price shall be deemed inclusive of all taxes, fees, expenses, and costs arising out of or as a consequence of this MOA, including the Second Party's engagement of any staff or personnel to assist in the observance of its undertakings herein.

In addition to the submission of photo and video documentations, the **Second Party** shall submit the following supporting documents for the release of payment:

1. Approved Proposal and Quotation of Services;
2. PHILGEPS;
3. BIR;
4. Latest Income Tax Return;
5. Original Billing Request;

2. Original Provisional Receipt;
3. Copy of this MOA as signed and notarized;
4. Curriculum Vitae;
5. TIN; and
6. Bank Details where payment shall be deposited to.

The **Second Party** shall immediately issue an official receipt to the First Party upon its receipt of the Contract Price for the herein mentioned purpose.

Section 5. Guidelines. - The Parties shall be guided by the following guidelines in the delivery of its services and submission of the expected output:

1. Ensure that all materials used for the **First Party's** Cultural Officers Retooling Course Year 2's implementation are pertinent and have been verified, approved, and with authority of utilization in favor of the **First Party** from the required person/s, if necessary;
2. The final output (photo and video documentation) of the last deliverable to be submitted by the **Second Party** shall be based on its consultations with, and the recommendations of, the **First Party**.

Section 6. Intellectual Property. - All materials, drafts, and outputs produced by the **Second Party** pursuant to this MOA are instruments of service and the **First Party** shall retain full and exclusive intellectual property rights thereto. 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 MOA. This provision shall also apply to any third persons hired by the **Second Party** in relation to the implementation of this contract;

Section 7. Confidentiality. - The Parties hereto agree to keep all dealings, transactions, communications, correspondences, documents, and records relative to this particular MOA, whether acquired by either Party prior to, during, or after the consummation of this MOA, confidential and such shall be considered proprietary information and subject to non-disclosure by both Parties, unless prior written authority is granted by the **First Party** or where required by law to be disclosed. The confidentiality and non-disclosure thereof shall survive the termination of this Agreement.

The **Second Party** shall immediately inform the First Party of any known breaches or threats that may contribute to the unauthorized disclosure of any confidential information.

Section 8. Limitation of Liability. -

1. The **Second Party** shall be solely responsible for any liability that may arise from the execution and implementation of this MOA, and undertakes to hold the **First Party** free and harmless from any claim arising therefrom 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.
2. 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 MOA, nor for any injury, loss or damage arising from fault, negligence or carelessness of the **Second Party** 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.
3. 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.

Section 9. 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. The **Second Party** undertakes to ensure that it and its staff or representatives, if any, shall comply with all relevant rules and regulations of the **First Party**, the Philippine Government, and the terms of this MOA.

Section 10. No Employee-Employer Relationship. - It is mutually understood that the **Second Party** is an independent contractor. The **Second Party** and its staff or representatives, if any, are deemed not employees of the **First Party**.

Section 11. Assignment and Transfer of Rights. - Neither Party may assign, transfer, or convey its rights or obligations to this MOA in favor of third parties without the prior written consent of the other Party. 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 MOA.

Section 12. Termination. - Either Party may terminate this MOA on justifiable grounds upon prior written notice at least fifteen (15) calendar 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 MOA, as far as practicable and at the sole expense of the **Second Party**. Failure to insist upon strict compliance with any term of this Agreement shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 13. Dispute Resolution. The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this MOA through 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 with finality 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. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the First Party from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights as may be the subject matter of the dispute.

Section 14. Force Majeure. The First Party and the Second Party shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lockouts, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages, or other such natural disasters. The obligation of the First Party and the Second Party insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.

Section 15. Amendment. Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.

Section 16. Governing Law. The validity and interpretation of the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Philippines.



Section 17. Separability Clause. "The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law to conform to the subject and objective thereof.

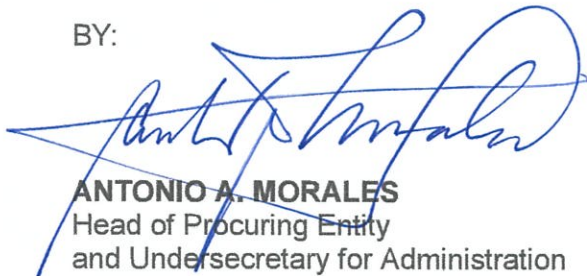
Section 18. Entire Agreement. Both parties acknowledge that this Agreement constitutes the entire agreement between them and shall completely supersede all other prior understandings, previous communications, or contracts, oral or written, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this **7 NOV 2023** day of _____ 2023 at the City of Pasay, Philippines.

DEPARTMENT OF FOREIGN AFFAIRS

HUNGRY WORK HORSE CONSULTANCY, INC.

BY:


ANTONIO A. MORALES
Head of Procuring Entity
and Undersecretary for Administration

BY:


KATHERINE MAE CALPO LUGTU
Chief Operating Officer

Signed in the Presence of:


ARVIN R. DE LEON
Assistant Secretary
DFA Office of Public and Cultural Diplomacy


REYNALDO C. LUGTU JR
Chief Executive Officer
Hungry Work Horse Consultancy, 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 _____, 2023 personally appeared **MR. ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs, and **MS. KATHERINE MAE CALPO LUGTU**, Chief Operating Officer and Authorized Representative of Hungry Work Horse Consultancy, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs and Hungry Work Horse Consultancy, Inc.**, which instrument consists of **6 pages** including the page on which this Acknowledgement 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	Gov't. ID	Issued At	Expiration Date
Antonio A. Morales	D0009237A	DFA Manila	06 December 2026
Katherine Mae Calpo Lugtu	Passport/ P3902011B	DFA South	19 Nov 2029

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of **six (6) 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.

WITNESS MY HAND AND SEAL this 17 NOV 2023 day of _____ 2023.

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Series of 2023.

ATTY. IMELDA A. PANIS
 NOTARY PUBLIC Valid Until Dec. 31, 2023
 PTR NO. 0097589 Jan. 8, 2023
 IBP Lifetime Member No. 08285 Roll No. 52814
 MCLE No. VI-0029369 Nov. 11, 2022 Until 2025
 Commission No. 2019-082
 1091 N. Lopez St. Ermita, Manila
 09776885386

SECRETARY'S CERTIFICATE

I, **KATHERINE MAE C. LUGTU**, of legal age, Filipino, and with office address at 2nd Floor Commercenter East Asia Drive Filinvest Corporate City Alabang, Muntinlupa, 1781 Metro Manila, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the duly appointed and incumbent Corporate Secretary of **HUNGRY WORK HORSE CONSULTANCY, INC.** (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2nd Floor Commercenter East Asia Drive Filinvest Corporate City Alabang, Muntinlupa, 1781 Metro Manila.

2. During the meeting of the Corporation's Board of Directors held on 31 March 2023, at which meeting a quorum was present and acting throughout, the following resolutions were passed by the Board of Directors:


RESOLVED, that the Corporation be, as it is hereby, authorized to engage in all functions pertaining to its primary purpose and that, unless otherwise provided by the Board of Directors, any of the following officers/directors of the Corporation be as they are hereby authorized to negotiate and execute, sign and deliver any and all documents in connection with the performance of functions by the Corporation, including the execution of all confidentiality and/or non-disclosure agreements:

Reynaldo C. Lugtu, Jr.
Katherine Mae C. Lugtu

RESOLVED, FURTHER, that the Corporate Secretary of the Corporation be authorized, as she is hereby authorized, to provide a copy of the foregoing resolutions to such persons or entities with which the Corporation may transact, as may be required or appropriate under the circumstances."

3. The foregoing resolutions have not been amended nor revised and are still in force and effect as of this date and may be relied upon until receipt of a notarized Corporate Secretary's Certification of a Board resolution of the Corporation revoking or modifying the aforesaid Board resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand this APR 03 2023 at Las Pinas City, Philippines.


KATHERINE MAE C. LUGTU
Corporate Secretary

SUBSCRIBED AND SWORN to before me this _____ in Las Pinas City, Metro Manila, affiant exhibiting to me her Passport No. P3902011B issued on 20 November 2019 by Department of Foreign Affairs NCR South.

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ATTY. JONAR P. FAJARDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024 ROLL 49129
PTR No. 1249592 J / 1-3-2023
IBP No. 23843 / 10-21-2022 PASIG CITY
MCLE VII 0010439 Valid Until 4-14-2025
398AGJ BLDG. ALABANG ZAPOTE LPG
APPT. No. LP-22-027

