

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND MASAYA STUDIO, INC.**

This *Memorandum of Agreement* (hereinafter referred to as the "MOA") is made and entered into this 28 NOV 2023 day of NOV 2023 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 -

MASAYA STUDIO, INC. represented by its Sales Manager, **MS. KIMBERLY CLARK P. CABRERA**, (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 OPCD Year-End Networking Event on 18 December 2023 with principal address at 3rd Floor, RPB Bldg. 8192 Dr. A Santos Ave., San Dionisio, Parañaque City, Metro Manila, Philippines;

WITNESSETH:

WHEREAS, the **First Party** shall be conducting the OPCD Year-End Networking Event through its Office of Public and Cultural Diplomacy (OPCD) on 18 December 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 OPCD Year-End Networking Event 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;

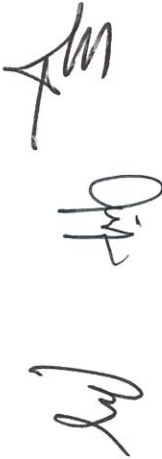
WHEREAS, the **Second Party** has offered its services to the **First Party** for a consideration, and the latter has agreed to accept the same under the terms and conditions specified herein;

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 of OPCD Year-End Networking Event on 18 December 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 OPCD Year-End Networking Event;
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 of the hotel** including the preparation of the event space, design of the space, and the technical requirements (lighting, audio, and sound system) needed.
2. To assist the Department in the **coordination with two (2) the cultural performers/groups identified by DFA-OPCD for the event** including the processing of the payment of the honoraria for the identified performers;
3. To **facilitate the event management** of the OPCD Year-End Networking Event to ensure a smooth program;
4. To handle **photo and video documentation** of the event;
5. To provide **cultural tokens** to the guests;
6. To handle other necessary logistics for the event;
7. To submit to the **First Party** the documentary requirements stated under Section 4 for the processing of the payment for services rendered;
8. To attend scheduled meetings for updates and consultations with the **First Party**;
9. To regularly report to the **First Party** the status or progress of its deliverables, as may be requested; and
10. 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 Five Thousand and Seven Hundred Seventy-Seven Pesos Only (Php 905,777.00)**, 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. Company Profile;
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** OPCD Year-End Networking Even'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**.

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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 28 NOV 2023 day of _____ 2023 at the City of Pasay, Philippines.

DEPARTMENT OF FOREIGN AFFAIRS

MASAYA STUDIO, INC.

BY:



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

BY:



KIMBERLY CLARK CABRERA
Sales Manager

Signed in the Presence of:



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



ROMMEL S. REYES
HR Representative
Masaya Studio, Inc.

ACKNOWLEDGMENT

Republic of the Philippines)
City of **QUEZON CITY**) 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. KIMBERLY CLARK P. CABRERA**, Sales Manager and Authorized Representative of Masaya Studio, Inc., known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs and Masaya Studio 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.

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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
Kimberly Clark P. Cabrera	P1885293B	DFA NCR South	07 June 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 NOV 28 day of _____ 2023.

Doc. No. 246
Page No. 57
Book No. LVI
Series of 2023.

J. Bolivar
ATTY. JOGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 158 (2023-2024)
IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 2024
PTR, O.R. No. 3916669 D 01/03/2023 / Roll No. 33832 / TIN # 129-871-009-000
MCLE No. 7 & 8 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.