

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND FOOD HOLIDAYS PUBLISHING**

KNOW ALL BY THESE PRESENTS:

This Agreement is made and entered into this 12 DEC 2023 day of 2023 in the City of Pasay and between: **THE DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as the "FIRST PARTY"), a National Government Agency with office address at 2330 Roxas Blvd., Pasay City, represented by **MR. ANTONIO A. MORALES**, Head of the Procuring Entity (HOPE) and Undersecretary, hereinafter referred to as the FIRST PARTY;

- and -

FOOD HOLIDAYS PUBLISHING represented by its President, **CELA ROSE GARCIA**, (hereinafter referred to as the "SECOND PARTY"), hired by the Office of Public and Cultural Diplomacy – Cultural Diplomacy Division for providing professional services for the publication of "The Frontiers of Foreign Policy: Essays on Philippine Soft Power, with principal address at U1206 The Trade and Financial Tower 7th Ave. & 32nd St. Bonifacio Global City Taguig Philippines 1603;

Individually and collectively referred to herein as a "Party" and the "Parties", respectively.

WITNESSETH

WHEREAS, the First Party will publish a book with a title "*The Frontiers of Foreign Policy: Essays on Philippine Soft Power*";

WHEREAS, the First Party obtains the services of the Second Party in providing professional services for the publication of the book which includes writing, editing, curating and designing the layout;

WHEREAS, the First Party intends to further strengthen the institutionalization of public and cultural diplomacy in the Department as part of the continuing investment in the country's soft power through the publication of "*The Frontiers of Foreign Policy: Essays on Philippine Soft Power*;"

WHEREAS the publication of "*The Frontiers of Foreign Policy: Essays on Philippine Soft Power*" contributes to the ongoing academic and professional discourse on public and cultural diplomacy, as well as the concept of soft power, which has an objective of raising more awareness about the Philippines; and,

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions set forth herein, the Parties have agreed as follows:



**ARTICLE I
PURPOSE OF THE AGREEMENT**

A. This Agreement is entered into by and between Parties to provide the basis for their joint and cooperative undertakings in connection with the publication of the book. The First Party engages the services of the Second Party to curate and design the layout, as well as print the book "The Frontiers of Foreign Policy: Essays on Philippine Soft Power" to be launched in February 2024.

B. 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. Annex A - PhilGEPS Registration;
2. Annex B - Certificate of Availability of Funds;
3. Annex C - Second Party's Proposal;
4. Annex D - Mayor's Permit of the Second Party; and
5. Annex E - 2023 Supplemental Project Procurement Management Plan.

**ARTICLE II
ROLES AND RESPONSIBILITIES**

1. The First Party shall perform the following tasks:
 - a. Provide administrative and logistical support, including gathering of materials to be used for the book;
 - b. Provide and coordinate technical requirements for the book and the online registry;
 - c. Schedule the coordination meetings, as and when needed;
 - d. Instruct and guide the Second Party on the submission of documents needed by the First Party; and
 - e. Process the payment immediately after the commencement of the project, and settle the contract price in accordance with the Article III of this Agreement.
2. The Second Party shall undertake the following:
 - a. Provide the service for final layout, printing and publication of the book on Philippine Soft Power in accordance with the specifications that the DFA will provide;
 - b. Provide the e-copy of the book on Philippine Soft Power;
 - c. Package and deliver the 1,600 physical copies of the Book on Philippine Soft Power; and,
 - d. Process the International Standard Book Number (ISBN).
3. The Second Party shall provide their own necessary and/or related equipment/devices/tools;

**ARTICLE III
FEES AND PAYMENT SCHEDULE**

1. For and in consideration of the fulfillment of the Second Party's obligation, which services were satisfactorily rendered, the First Party, shall pay the Fee amounting to Nine Hundred Eighty-Five Thousand Pesos Only (Php 985,000), inclusive of all applicable taxes, fees, licenses, permits and other lawful charges and in no case shall the total payment to the Servicing Agency exceed the Contract Price;



2. The Fee shall be made payable within thirty (30) days from receipt of invoice and complete supporting documents. Payment shall be made in accordance with applicable regulations for government payment of obligations upon submission of the Second Party of complete supporting documents to the Office of Public and Cultural Diplomacy (OPCD) and through List of Due and Demandable Accounts Payable (LDDAP).

ARTICLE IV MODE OF PAYMENT

1. Payment of the Performance Fee shall be through LDDAP made payable to **Food Holidays Publishing** through the following bank details:

Account Name : **Food Holidays Publishing**
Savings Account Number : 0108 8003 7377
Bank : BDO
Branch : Shangri-La The Fort

2. The Second Party shall issue an official receipt for the payment made by the First Party. All payments shall be in accord with government audit and accounting laws, rules and regulations.



ARTICLE V CONFIDENTIALITY

1. *Work Product.* The work product of the Second Party shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated, or provided by the Second Party in connection with the performance of its obligations under this Agreement.

2. *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.

3. *Non-Public Information.* For purposes of this Agreement, all information that the First Party, its officers, assigns, or persons related therewith, provides to the Second Party; all information pertaining to the services performed by the Second Party; and all information regarding the First Party, its officers, employees and participants, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the First Party specifically authorizes the Second Party expressly in writing that any such information may be treated as public or as required by law, and only with the First Party's prior consent. The Second Party shall have no authority to disclose Non-Public Information to anyone in perpetuity, except in accordance with this section.



4. *Non-disclosure Agreement.* The Second Party shall not deliver, reveal, or report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any person, corporation, or government, or any other public or private entity, without (i) express prior written permission of the First Party, or (ii) a court or administrative order requiring disclosure, provided that the Second Party shall

immediately notify the First Party of any need for disclosure in writing; shall, in accordance with the First Party's direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure; and shall cooperate fully with the First Party in responding, appealing or challenging any such subpoena, or court or administrative order. Neither the Second Party nor its related entities shall disclose any Work Product or any non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any interest other than contemplated by this Agreement. The Second Party shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non- Public Information and to prevent its intentional or unintentional disclosure, or its inappropriate use by the Second Party, its officers, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement in Perpetuity.

ARTICLE VI COPYRIGHT AND INTELLECTUAL PROPERTY

The First Party shall own the copyright, title, and interest, including all related Intellectual Property Rights, in and to the Work Product.

ARTICLE VII MISCELLANEOUS PROVISIONS

1. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.
2. Both Parties shall comply in all material respects with all applicable laws, rules, regulations, orders, and decrees of the Philippine government.
3. Any other contract or agreement entered into by Second Party and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the First Party. Second Party warrants that it shall hold free and harmless the First Party 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.
4. Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the parties. The parties specifically acknowledge that the Second Party is an independent contractor and not an employee of the First Party, and that the First Party is not an employee of the Second Party. It is understood that no employer-employee relationship exists between the Parties, and their respective officers, employees, and representatives.
5. The Parties warrant that they have not assigned and will not assign to any third party, by operation of law or otherwise, any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement, without written consent of the other.



6. 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 Agreement 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 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, however, 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, or to pursue other legal remedies available to it provided the same shall be filed in the competent courts of Pasay City only, to the exclusion of other courts.

7. The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the Parties, making it inadvisable, illegal, or impossible to perform to the terms of the agreement, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without incurring liability by written consent of both Parties.

8. This Agreement encapsulates the full agreement between the Parties, and any subsequent alteration, modification or amendment of this Agreement or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.

9. 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.

10. Nothing in this Agreement shall be construed as a waiver by the First Party of any of its privileges and immunities under Philippine law.

11. Either Party may terminate this Agreement with five (5) days' notice in writing for breach of any provisions of the Agreement.

ARTICLE VIII Effectivity

This Agreement shall be effective from the date of its signing and shall remain valid until _____, unless earlier terminated in accordance with Article VIII(7) and (11).

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

DEPARTMENT OF FOREIGN AFFAIRS

FOOD HOLIDAYS PUBLISHING

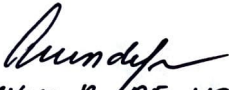
BY:

BY:


ANTONIO A. MORALES
Head of the Procuring Entity
and Undersecretary


CELA ROSE GARCIA
President
Food Holidays Publishing

Signed in the Presence of:


ARVIN R. DE VERA
ASSISTANT SECRETARY
DFA Office of Public and Cultural Diplomacy


ACUNACION, CHARLEMAGNE A.

ACKNOWLEDGMENT

Republic of the Philippines)
City of **QUEZON CITY**

BEFORE ME, a NOTARY PUBLIC for and in the City of **QUEZON CITY** Philippines, on DEC 18 2023 2023 personally appeared **MR. ANTONIO A. MORALES**, Head of the Procuring Entity (HOPE) and Undersecretary of the Department of Foreign Affairs, and **MS. CELA ROSE GARCIA**, President of Food Holidays Publishing, known to me to be the same persons who executed the foregoing Memorandum of Agreement between the Department of Foreign Affairs, 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	Gov't ID	Issued At	Expiration Date
Antonio A Morales	D0009237A	DFA Manila	06 December 2026
Cela Rose Garcia	Driver's License	Makati City	2032/02/12

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of seven (7) 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 DEC 18 2023 day of 2023.

Doc. No. 265
Page No. 54
Book No. LV1
Series of 2023

ATTY. ROGER M. VAR
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. 33632 / 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.