

**MEMORANDUM OF AGREEMENT BETWEEN  
THE DEPARTMENT OF FOREIGN AFFAIRS  
AND EON THE STAKEHOLDERS RELATIONS GROUP**

**KNOW ALL PERSONS BY THESE PRESENTS:**

This Memorandum of Agreement (MOA) is made and entered into this 27 MAY 2024 day of \_\_\_\_\_ 2024, at Pasay City, Philippines, between:

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter referred to as the "**FIRST PARTY**"), a national government agency of the Philippine Government with principal address at 2330 Roxas Blvd., Pasay City, represented by Mr. **ANTONIO A. MORALES**, Head of Procuring Entity and Undersecretary for Administration;

and

The **EON THE STAKEHOLDERS RELATIONS GROUP, INC.** (hereinafter referred to as the "**SECOND PARTY**"), with principal address at 16th floor Lepanto Building 8747 Paseo de Roxas, Makati City 1227 Metro Manila, represented by its Chief Innovation Officer and Business Unit Head, Mr. **CARLOS MORI A. RODRIGUEZ** and Ms. **PAMELA M. ENRIQUEZ**.

Collectively referred to herein as the **Parties**.

**WITNESSETH**

**WHEREAS**, the **First Party**, through its **Office of Cultural Diplomacy**, will conduct the following activities, collectively referred to as the "**Project**":

- a. A lecture series on Philippine weaving traditions titled, "Heritage Talks," on 28 May, 26 June, and 24 July 2024, in partnership with Habi: The Philippine Textile Council; and
- b. A discourse with Dr. Ambeth Ocampo on the legacy of Apolinario Mabini titled, "Unravelling Mabini's Legacy," on 23 July 2024.

**WHEREAS**, the **First Party** obtains the services of the **Second Party** to organize, coordinate, and manage the **Project**;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **First Party** as provided in BAC Resolution dated 27 MAY 2024 (Annex "A") and made an integral part hereof, the **First Party** awarded the MOA to the **Second Party**. Further, a copy of the Notice of Award is attached herewith (Annex "B") and made an integral part hereof;

**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**

**Section 1.** This MOA is entered into by and between Parties to provide the basis for their cooperative undertakings pursuant to the mandate and efforts of the **First Party**, through its Office of Cultural Diplomacy, in promoting Philippine indigenous weaves as an intangible cultural heritage as well as the life, work, and legacies of Apolinario Mabini, the Philippines' first Foreign Minister, as a significant part of Philippine history and nation-building.

**Section 2.** The following are annexed to and made an integral part of this MOA and references to these documents shall be deemed to refer to the ones duly annexed:

- a. Annex C - PhilGEPS Registration;
- b. Annex D - Certificate of Availability of Funds;

- c. Annex E - **Second Party's** Proposal;
- d. Annex F – Business Permit;
- e. Annex G - 2024 Project Procurement Management Plan; and
- f. Annex H – Terms of Reference (TOR).

## ARTICLE II ROLES AND RESPONSIBILITIES

**Section 1.** The **First Party** shall perform the following tasks:

- a. Instruct and guide the **Second Party** on the submission of requirements;
- b. Supervise and guide the **Second Party's** facilitation of the management, coordination, and organization of the **Project**;
- c. Schedule the coordination and alignment meetings, as and when needed;
- d. Review and approve the deliverables of the **Second Party**, subject to its compliance to the terms and conditions of this MOA and the technical specifications under the TOR, or as may be advised by the **First Party**;
- e. Process the payments and settle the contract price for the services rendered and deliverables submitted by the **Second Party**, in accordance with Article IV of this MOA; and
- f. Release on official platforms the photo and video deliverables produced by the **Second Party**.



**Section 2.** The **Second Party** shall perform the following tasks:

- a. Pre-event
  - 1. Submit plans to the **First Party** for the management, promotion, and execution of the **Project**;
  - 2. Attend and document meetings and consultations with the **First Party**;
  - 3. Coordinate with relevant focal persons for administrative, logistical, and other requirements for the **Project**;
  - 4. Coordinate the hiring of additional human resource for the **Project**, if necessary;
  - 5. Prepare collateral materials for the promotion of the **Project** through the **First Party's** official platforms;
  - 6. Conduct ocular inspection of the venue and technical dry run;
  - 7. Coordinate with various suppliers, service providers, vendors for the logistical, technical, and other requirements of the **Project**; and
  - 8. Regularly report the status or progress of its deliverables, as may be requested by the **First Party**.
- b. Event Proper
  - 1. Execute and oversee stage production, which will include events direction/management;
  - 2. Provide design and background design for the stage and other collaterals for the whole event;
  - 3. Provide printed materials and other documents needed for the event (e.g., narrative, description, background, and other substantive writeups, if any);
  - 4. Create, prepare, and print the backdrop for the walls in the event space;
  - 5. Set up the stage lighting, sound system, and other technical stage requirements for the event;
  - 6. Provide documentation service, including photographer and videographer;
  - 7. Ensure the provision of logistical support for the resource speakers / performers, if necessary; and
  - 8. Facilitate the participation of select food vendors during the activities.
- c. Post-event



1. Prepare and submit the video highlights of the activities, immediately after each activity; and
2. Submit two copies of video and photo documentation in an external hard drive.

### ARTICLE III TERMS OF PAYMENT

**Section 1.** For and in consideration of the services rendered, and to its satisfaction, the **First Party** shall pay the fee amounting to **NINE HUNDRED NINETY THOUSAND PESOS ONLY (PHP 990,000.00)**, inclusive of all taxes, fees, licenses, permits, and other lawful charges for the fulfillment of the obligation, to the **Second Party**.

**Section 2.** The aforementioned amount shall be released by the **First Party** in two (2) tranches to the **Second Party**, subject to the terms and conditions of this MOA and the usual government accounting and auditing rules and regulations, and upon submission of the following supporting documents:

- a. Line-item budget showing the breakdown of cost/expenses
- b. PhilGEPS Registration
- c. BIR Registration
- d. Income Tax Return
- e. Mayor's Permit
- f. Billing Request for each tranche (Original)
- g. Official Receipt for each tranche (Original)
- h. Duly Signed and Notarized Contract
- i. Curriculum Vitae of the Proponent/ Company Profile
- j. Bank Details and TIN No.

**Section 3.** The Parties shall adhere to the following payment schedule:

- a. 40% - Upon completion of the first lecture on 28 May 2024 and submission of following deliverables:
  - o Event plan including program flow, venue set-up plan, as well as exhibit arrangements
  - o Curated list of food vendors for the four activities and uniform design for food vendors
  - o Marketing materials including posters and video teaser
  - o Collateral materials including printed invitations and programs
  - o Venue and stage design, background, and backdrop
  - o Proposal for venue and stage design, background, and backdrop
- b. 60% - Upon completion of the last lecture on 24 July 2024 and deliverables and submission of post-event deliverables including the following:
  - o Accomplishment report
  - o Registration lists

**Section 4.** The Fee shall be made payable within sixty (60) 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 by the **Second Party** of complete supporting documents to the **First Party**, through its Office of Cultural Diplomacy (OCD) and through List of Due and Demandable Accounts Payable (LDDAP).

### ARTICLE IV MODE OF PAYMENT

**Section 1.** Payment of the Performance Fee shall be through LDDAP made payable to the EON THE STAKEHOLDERS RELATIONS GROUP, INC. through the following bank details:

Account Name	: EON The Stakeholders Relations Group, Inc.
Savings Account Number	: 0000-006600-955
Bank	: Security Bank
Branch	: Security Bank - Ayala Rufino

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

**ARTICLE V  
CONFIDENTIALITY AND RELATED MATTERS**

**Section 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 latter's performance of its obligations under this MOA.

**Section 2. Non-Public Information.** For purposes of this MOA, all information that the **First Party**, its employees, assigns, or persons related therewith, provide to the **Second Party**; all information pertaining to the services performed by the **Second Party**; and all information regarding the **First Party**, its employees and participants to the project, including, without limitation, the identity of persons, shall be deemed and treated as strictly confidential, non-public information unless and until the **First Party** 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.

**Section 3. Copyright and Intellectual Property.** All final work products designed, developed, and/or created by the **Second Party** pursuant to this MOA, shall be the sole property of the **First Party**, including copyright, title, interest, and related intellectual property rights. The use of the final work products by the **Second Party** shall be limited in accordance with the terms of this MOA, or as advised, in writing, by the **First Party**.

**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 MOA, 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 that contemplated by the Parties this MOA. 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 employees or agents, or related entities. This duty shall survive the expiration or termination of this MOA, in perpetuity.

**Section 5. Data Privacy.** The **Second Party** and its employees are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the **First Party**. In addition, the **Second Party** and its employees shall be responsible for the destruction of all the data, in connection with the **Project**, secured from the **First Party** after the termination of this MOA.





**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**Section 1.** Both Parties shall comply with all applicable laws, rules and regulations of the Philippine government.

**Section 2.** 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, or to a third party for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated by the Parties under this MOA, 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.

In case of Force Majeure or fortuitous events and/or when public interest or welfare so demands, either Party shall have the right to suspend the implementation of this MOA, without incurring any liability thereunder. Once the event of Force Majeure or fortuitous event ceases, the Parties shall resume the performance of their respective obligations under this MOA/

**Section 3.** Any other contract or agreement entered into by **Second Party** and a third party for the implementation of this MOA, 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 **First Party** from any and all disputes or suits related to the said contract or agreement, and in no event shall it be held liable to such third parties for any actual, special, incidental, indirect, consequential, exemplary, or punitive damages relating to the conduct or completion of the activity.

**Section 4.** Nothing in this MOA 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.

**Section 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 MOA, without written consent of the other.

**Section 6.** This MOA encapsulates the full agreement between the Parties, and any subsequent alteration, modification, or amendment of this MOA or any of its provisions shall be subject to mutual consent of both Parties and shall be made in writing.

**Section 7.** 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 case of ambiguity in the application of any of the technical specifications under the TOR or any other provision under this MOA, the interpretation of the **First Party** shall prevail. In the event that an amicable settlement cannot be achieved within thirty (30) calendar days from the date on which either Party has served written notice thereof on the other party, the Parties shall 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 pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this MOA, however, shall prevent the **First Party** from applying to a Philippine court of competent jurisdiction for provisional or interim measures or injunctive relief, as may be necessary, to safeguard the property or rights that 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, to the exclusion of other courts.

**Section 8.** Nothing in this MOA shall be construed as a waiver by the **First Party** of any of its privileges and immunities under Philippine law.

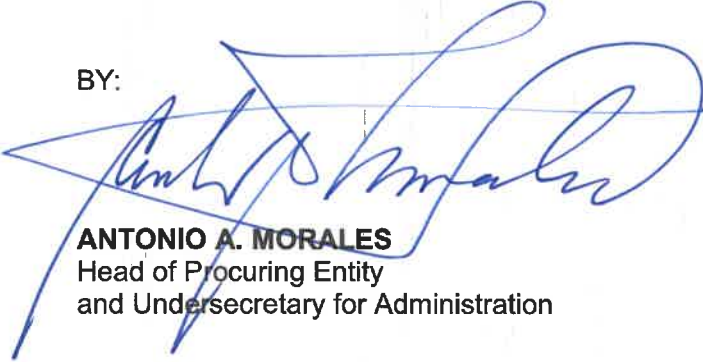
**Section 9.** Either Party may terminate this MOA in accordance with the RIRR of RA 9184 otherwise known as the "Government Procurement Reform Act."

**IN WITNESS WHEREOF**, the Parties hereto have signed these presents on this 27 <sup>MAY 2024</sup> day of \_\_\_\_\_ 2024 in the City of Pasay, Philippines.

MANILA CITY

**DEPARTMENT OF FOREIGN AFFAIRS**

BY:



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

BY:



**CARLOS MORI A. RODRIGUEZ**  
Chief Innovation Officer  
EON THE STAKEHOLDERS  
RELATIONS GROUP, INC.

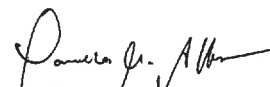


**PAMELA M. ENRIQUEZ**  
Business Unit Head  
EON THE STAKEHOLDERS  
RELATIONS GROUP, INC

**Signed in the Presence of:**



**CELIA ANNA M. FERIA**  
Assistant Secretary  
DFA Office of Cultural Diplomacy



**PAMELA E. ALBOR**  
Event Coordinator  
EON THE STAKEHOLDERS  
RELATIONS GROUP, INC

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

**BEFORE ME**, a **NOTARY PUBLIC** for and in the City of Pasay, Philippines, on 27 MAY, 2024 personally appeared **ANTONIO A. MORALES**, Undersecretary of the Department of Foreign Affairs, and **CARLOS MORI A. RODRIGUEZ** and **PAMELA M. ENRIQUEZ** of EON THE STAKEHOLDERS RELATIONS GROUP, INC., known to me to be the same persons who executed the foregoing **Memorandum of Agreement between the Department of Foreign Affairs and EON THE STAKEHOLDERS RELATIONS GROUP, INC.**, which instrument consists of **7 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	D0013516A	DFA- MAPILA	07 MAR 2024
Carlos Mori A. Rodriguez			
Pamela M. Enriquez			

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of **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 27 MAY 2024 day of \_\_\_\_ 2024.

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Series 2024

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC CITY OF MANILA  
ROLL NO. 60777 IBP LIFETIME NO.14599-02/02/2016, PASIG CITY  
PTR NO. 1527767-01/02/2024  
COMMISSION NO. 2023-018-01/01/2023 UNTIL DEC. 31, 2024  
MCLE NO. VII-0001648-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C.  
OFFICE, BURGUNDY TRANSPACIFIC-PLACE TAFT AVE., MALATE MLA.