

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
AND 8 INDIE-GO PRODUCTIONS, INC.**

KNOW ALL BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) is made and entered into this 28 November day of 2024 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 **JESUS S. DOMINGO**, Alternate Head of the Procuring Entity (HOPE) and Undersecretary, hereinafter referred to as the FIRST PARTY;

- and -

8 INDIE-GO PRODUCTIONS, INC. represented by its President, **ELI SHELAH M. CHACON**, (hereinafter referred to as the "SECOND PARTY"), with principal address at 114-E Ruby St., Shineland Village, Brgy Sala, Cabuyao, Laguna 4025;

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

WITNESSETH

WHEREAS, the **First Party** will contract the services of the **Second Party** to conduct content creation, research, and publication on the Philippine Studies program tentatively entitled, "**Cultural Bridges: Philippine Studies Programs and Cross-Cultural Exchange**" (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** envisions *the Project* to be a publication of informative content that highlights the key contributions and achievements of Philippine Studies programs across international universities, providing a clear and compelling overview of the field.

WHEREAS, the **First Party** also envisions the conceptualization and production of *the Project* to be disseminated to Foreign Service Posts, Consular Offices, DFA offices in the Home Office, universities with Philippine Studies programs, and other stakeholders. Through this research and publication, the **First Party** aims to promote awareness of Philippine Studies programs; foster academic collaboration and cultural diplomacy; support the Philippines' cultural diplomacy goals; and highlight key contributions of Philippine scholars and programs, all with the view to promote Philippine foreign policy and national interests.

WHEREAS, the **First Party** agrees to acquire the services of the **Second Party** in providing professional services for the publication and its contents which includes artistic work and creating visual layout, conducting research and collaborating with experts in the field of Philippine Studies, writing, editing, and printing *the Project* from October 2024 to January 2025;

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:

WHEREAS, the **First Party** will ensure the release of the payment to the **Second Party** in two (2) tranches with a total amount of **ONE MILLION NINE HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED FORTY PESOS ONLY (PHP 1,995,840.00)** as total net amount of payment, inclusive of all costs, taxes, and expenses not otherwise specifically indicated as being undertaken by the **First Party**;

ESM Chacon


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

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*** on October 2024 - January 2025;

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

1. To provide administrative and logistical support, including the gathering of materials and liaison with Foreign Service Posts for the ***Second Party*** in the creation and execution of ***the Project***;
2. To review and approve the deliverables of the ***Second Party*** subject to its compliance with the Guidelines stated herein and as may be advised by the ***First Party***; and,
3. To provide the full payment in accordance with Section 6 of this Agreement for the services rendered by the ***Second Party*** for the complete production of ***the Project***.

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

1. Conduct research and make preparations for the publication and its content based on the Concept Note and Terms of Reference of the ***First Party*** for review and approval;
2. Provide the necessary personnel (i.e., key staff, etc.) and be responsible for the payment of their professional fees and other costs that will be incurred for the execution of ***the Project*** to be executed in October 2024 - January 2025;
3. Provide the service for content creation, artistic and final layout, editing, printing, and production of ***the Project*** in accordance with the specifications provided by the ***First Party*** and subject to its review and approval;
4. Ensure that all text, photos, graphic designs, media, and other artistic elements used in the project are copyright-free or in the public domain. If any of these materials are protected by copyright, appropriate licenses or permissions must be obtained to use them. Proper attribution should also be given in accordance with copyright requirements;
5. Attend scheduled meetings for updates and consultations with DFA-OCD;
6. Provide the e-copy or digital copy of ***the Project***;
7. Package and deliver at least 1,000 (One Thousand) physical copies of ***the Project***; and,
8. Process the International Standard Book Number (ISBN).
9. To assume all taxes, fees, expenses, and costs arising out of or as a consequence of this Agreement;
10. To immediately report to the ***First Party*** in writing any problems encountered which may endanger or obstruct the implementation of this Agreement; and,
11. Submit all documents required for the processing of the payment.

Shm Chacon

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 research materials used will be faithful to the concept.
2. Provide accurate, well-researched, and fact-based information on the research.
3. Make use of modern digital technology in drafting, editing, layout and publication of copies.
4. Ensure that all text, photos, graphic designs, media, and other artistic elements used in the project are copyright-free or in the public domain. If any of these materials are protected by copyright, appropriate licenses or permissions must be obtained to use them. Proper attribution should also be given in accordance with copyright requirements.
5. Ensure that the research and its contents submitted are par excellence.

Section 6. Timeline of Deliverables

Date/Month	Deliverables
October 2024	Start of Procurement
	Start of Scholarly Research and Content Creation of <i>the Project</i> (Submission of Proposed Plans and Layout and Coordination with experts and FSPs with jurisdiction of universities on the Philippine Studies program)
November 2024	Initial Draft of <i>the Project</i>
December 2024 - January 2025	Final Draft of <i>the Project</i>
	Printing and Publication of <i>the Project</i>
January 2025	Distribution to OCD Stakeholders

Section 7. Payment Procedure

A. The **First Party** shall:

1. Release the aforementioned amount in two (2) 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 Registration
- 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 **Second Party**/ Company Profile
- k. Bank Details and TIN No.



2. The payment will be as follows:

15% - Upon release of the Notice to Proceed and completion of the following pre-event deliverables:

1. Preparation for the publication such as the submission of proposed plans and layout and coordination with experts on the Philippine Studies program

85% - Upon completion of *the Project* and submission of all post-event deliverables

Payment for *the Project* shall be made to "8 Indie-Go Productions, Inc." through the following bank details:

Account Name: 8 Indie-Go Productions, Inc.
Savings Account Number: 047-3-04734078-1
Bank/Brank: Metrobank Kamias
Swift Code: MBTCPHMM

In no case shall the total payment to the Second Party exceed the Contract Price of **ONE MILLION NINE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED FORTY PESOS ONLY (PHP 1,995,840.00)**, inclusive of all applicable taxes and other lawful charges;

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.

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.

I. 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.

II. 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.

III. 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 judgment of every nature and/or kind.

SM Charon
SY

- 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.”

- c. 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 Agreement, 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 Agreement.

IV. 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 **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.

V. 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.

VI. 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

SM
Rm
Charon

prepared and produced, provided that the **Second Party** has been paid all the amounts due under this Agreement.

VII. 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**.

VIII. 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 _____ 2024 at _____.

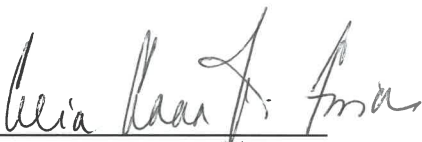


Hon. JESUS S. DOMINGO
Alternate Head of Procuring Entity (HOPE)
and Undersecretary for Civilian Security &
Consular Affairs Department of Foreign Affairs



ELI SHELAH M. CHACON
President
8 Indie-Go Productions, Inc.

Signed in the presence of:



CELIA ANNA M. FERIA
Assistant Secretary
Witness, DFA



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

ACKNOWLEDGMENT

Republic of the Philippines)

CITY OF MAKATI

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on DEC 17 2024 2024 personally appeared **JESUS S. DOMINGO**, Alternate Head of the Procuring Entity (HOPE) and Undersecretary of the Department of Foreign Affairs, and **ELI SHELAH M. CHACON**, President of 8 Indie-Go Productions, Inc., 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.

CITY OF MAKATI

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
Jesus S. Domingo			
Eli Shelah M. Chacon	PRC ID 2166525	PRC Manila	21 August 2027

Both know to me are the same persons who executed the foregoing instrument referring to a Memorandum of Agreement consisting of ___ 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 17 2024 day of 2024, in Pasay City, Philippines.

CITY OF MAKATI

Doc. No. 285
Page No. 52
Book No. YVI
Series of 2024.

Cesar Verano
ATTY. CESAR T. VERANO
NOTARY PUBLIC MAKATI CITY
APPOINTMENT NO. M-029
VALID UNTIL DECEMBER 31, 2024
ISSUED ON DECEMBER 14, 2022
PTR NO. MKT 10075072 - 01-02-2024 - MAKATI CITY
IBP NO. 396485 ROLL NO. 29024
MCLE COMPLIANCE NO. VII-0023845
VALID UNTIL APRIL 14, 2025
OFFICE ADDRESS #2733 G/F CARREON BLDG.,
ZENaida ST., BRGY. POBLACION MAKATI CITY

Eli Shelah M. Chacon
ES



Republic of the Philippines

PROFESSIONAL REGULATION COMMISSION
PROFESSIONAL IDENTIFICATION CARD



LAST NAME	▶	CHACON
FIRST NAME	▶	ELI SHELAH
MIDDLE NAME	▶	MACAPAGAL
REGISTRATION NO.	▶	2166525
REGISTRATION DATE	▶	03/11/2024
VALID UNTIL	▶	08/21/2027

PROFESSIONAL TEACHER

