

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter referred to as the "MOA") is made and entered into this day of _____ 2024, at Pasay City, Philippines, by and between:

The **DEPARTMENT OF FOREIGN AFFAIRS** (hereinafter referred to as ("**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 - Cultural Diplomacy Division** (OCD) and herein represented by **MR. ANTONIO A. MORALES**;

and

MARIA LORETO PASTOR ROCES, an independent curator with address at **1991 M H del Pilar Street, Malate, Manila, Philippines** (hereinafter referred as the ("**SECOND PARTY**")), hired by the Office of Cultural Diplomacy for the curation and implementation of the project title Traveling Textiles;

WITNESSETH:

WHEREAS, the First Party, through its Office of Cultural Diplomacy (OCD) conceptualized a project titled, "**Traveling Textiles**" (hereinafter referred to as "**THE PROJECT**") as part of the Department's mandate in celebrating Filipino culture and arts in the global sphere;

WHEREAS, pursuant to Section 13 Promotion of Philippine Arts and Culture of Republic Act 7157 or the Philippine Foreign Service Act of 1991, "all Service establishments abroad shall promote Philippine arts and culture, works of art of Filipino artists and Philippine products, including paintings, records, books and literature on Philippine history and culture, which shall be used, displayed and exhibited in these offices;"

WHEREAS, the Project will select, produce, and exhibit examples of different traditional textile traditions from various regions of the Philippines; the exhibit components (textiles, display holders, research, etc) designed to be packaged, transported and efficiently exhibited at Foreign Service Posts and in any selected locations at Posts abroad.

WHEREAS, the Project will provide ready to mount exhibitions intended as a re-introduction to traditional Philippine textiles, this time not as lowly "crafts", but globally recognized, exquisite weaving traditions.

WHEREAS, the Project will provide exhibitions that will introduce and inspire overseas Filipinos and the international community to a collective Philippine legacy of exquisite

artmaking, that is seen to elevate the nation's foreign policy to arenas and platforms of greater sophistication;

WHEREAS, the Project is conceptualized as a six-month project commencing in November 2024, the deliverables of which will be sent to selected Philippine Foreign Service Posts during the 2nd quarter of year 2025.

WHEREAS, the First Party agrees to acquire the services of the Second Party as its service provider where the latter shall execute all the necessary operations for materializing the Project upon mutual understanding and final approval by the Department of Foreign Affairs;

WHEREAS, the Second Party shall adhere to the standard, comments, and suggestion by the First Party as the principal party in this Memorandum of Agreement, provided that changes to approved milestones submissions will not cause unreasonable cost implications;

WHEREAS, the Second Party will implement all the tasks and submit the deliverables to the First Party accordingly, according to approved concept/budget and to approved milestones submissions;

WHEREAS, the First Party retains the full rights of all materials submitted by the Second Party;

WHEREAS, the First Party ensures the release of the payment to the Second Party with a total amount of **SIX MILLION ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED FIFTY PESOS (PHP 6,193,550.00)** as total net amount of payment, inclusive of all costs, taxes, and expenses not otherwise specifically indicated as being undertaken by the First Party;

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

I. 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 from November 2024 to April 2025, unless earlier terminated;

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

1. To provide guidance and assistance to the Second Party in the production and execution of the project;
2. To review and approve the deliverables or milestones submissions of the Second Party subject to its compliance of the guidelines stated herein and as may be advised by the First Party during consultation meetings, email exchange, and other forms of communication necessary for the execution of the Project;
3. To provide the full payment in accordance with Section 6 for the services rendered by the Second Party for the complete production of the Project; and
4. To send the portable exhibition sets, via diplomatic pouch, to selected Philippine Foreign Service Posts.

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

3. 1. Pre Production, Production and Post Production: Scope of Work - The Second Party shall provide the following services and materials to the First Party:

3.1.1 A comprehensive concept paper that sets out the Curatorial Plan to accomplish the objectives of the project, identifies representative textiles across the Philippines, and indicates in-depth knowledge of the country's rich weaving traditions;

3.1.2 A selection of ten (10) Philippine textiles of a quality set by scholarship, together with texts built on such research into factually-accurate, culturally relevant, and research-based information and descriptions for a portable exhibit to be shipped to Foreign Service Posts;

3.1.3 Quality hand-woven textiles from select regions in the Philippines to be the principal material for the exhibition;

3.1.4 Description of the ten (10) Philippine textiles, including the source community and the cultural significance of the textiles;

3.1.5 Introductory and extro texts for the exhibit, captions preferably with supporting archival photographs of each textile, and 10 maps (one for each textile) to identify the source culture location;

3.1.6 System of suspension mounted from rods and cables, as well as compact packaging for portability of exhibit;

3.1.7 Instructions for layout and setting-up of exhibits, as well as instructions on proper care and cleaning of the textiles during exhibitions and in storage; and

3.1.8 Delivery of the pre-packed exhibits to the Department of Foreign Affairs in Pasay City.

3.2. Pre Production, Production and Post Production: Technical Specifications - The Second Party shall deliver services and materials with the following Technical Specifications:

Twenty (20) sets of pre-packed exhibits in portable packaging

Each set includes the following:

Cloth Tradition

1. Binakol Kosikos (Itneg)
2. Ikat-dyed Dagmay and/or embroidered cloth (Blaan)
3. Inaul (Maguindanao)
4. Pinilian (Ilokano)
5. Inalaman (Yakan)

6. Pis Siyabit (Tausug)
7. Piña Suksuk (Aklanon)
8. Landap Malong (Maranao)
9. Ikat-dyed Tnalak (Tboli)
10. Ikat-dyed Gamong (Ifugao)
11. Piña Calado (Tagalog)

Inclusions

12. Texts and captions / Exhibit narratives (Printed and Digital Copy)
13. Archival photographs of the ten (10) textiles and ten (10) maps (one for each textile)
14. Digital exhibit guide / brochure
15. Exhibit plan / layout that accommodates different spatial situations in the Posts
16. Sample / mockup(s) of the portable exhibit system
17. Printed instructions for mount and dismount of exhibit, as well as proper care and cleaning for the textiles
18. Custom-built travel packing
19. Packing materials
20. Installation system (rods and cables)

3.2.1. Concept paper of the project

3.2.2. List of textiles with well-researched descriptions of their historical and aesthetic significance

3.2.3. Brochure/Pamphlet of the portable exhibit (with no publication)

3.2.4. Mock up or layouts of the exhibit

3.2.5. Introductory and extro texts for the exhibit and captions preferably with supporting archival photographs of each textile

3.2.6 System of suspension mounted from rods and cables, and portable packaging

3.2.7 Instructions for layout and setting-up of exhibits; and

3.2.8 Instructions on proper care and cleaning of the textiles during exhibitions and in storage.

3.3. Financial Obligation - The following shall be the financial obligations of the Second Party:

3.3.1. To assume all taxes, fees, expenses, and costs arising out of or as a consequence of this Agreement;

3.3.2. Process and pay all the needed honoraria and logistical needs of the events;

3.3.3. Submit all documents required for the processing of the payment of PHP 500,000.00 to the First Party;

3. 4. **Meetings and Consultations** - The Second Party shall ensure availability, attendance and steadfast communication with the First Party.

3.4.1. Attend scheduled meetings for updates and consultations with DFA-OCD, in person or online;

3.4.2. To immediately report to the First Party in writing any problems encountered which may endanger or obstruct the implementation of this Agreement;

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 materials used will be faithful to the concept.
2. Assure that speakers invited have a knowledgeable background in the topic discussed;
3. Printed and online materials to be used are authorized to be distributed by the authors and shall not be subjected to copyright infringement nor intellectual property complaints;
4. Provide accurate, well-researched historical information on literature shared, which may include video materials, that will be used in the project as intellectual support to it;
5. Make use of modern digital technology in shooting, editing, and transferring copies.

Section 6. Timeline of Deliverables (MILESTONES)

Proposed Date/Month	Deliverables
PRE PRODUCTION	
December 2024	Submission of the Concept Paper for the Exhibit Submission of the list of photos of the 10 textiles, with descriptions

PRODUCTION	
January to February 2025	Submission of the exhibit narratives Submission of finalized exhibit plan/layout Submission of samples/mockup of the portable exhibit system Submission of the first draft of the exhibit guide/brochure
POST PRODUCTION	
March to April 2025	Delivery of the portable exhibitions of Philippine textiles to the DFA Submission of Digital Copy of the Exhibit Guide / Brochure

Section 7. Payment Terms and Procedure. Payment Procedure for the services rendered shall be made in the following terms and conditions:

7.1 The First Party shall:

7.1.1. Pay the second party of the service rendered where in no case shall the total payment to the Second Party exceed the Contract Price of PHP 6,193,550.00;

7.1.2 Release the aforementioned amount 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 list and photos of the 10 Selected Philippine traditional textiles
- b. Line-item budget showing the breakdown of cost/expenses.
- c. PHILGEPS
- d. BIR Form 2303
- e. Income Tax Return
- f. CV
- g. Billing Request for each tranche/s (Original)
- h. Provisional Receipt for each tranche/s (Original)
- i. Duly Signed and Notarized Contract
- j. Curriculum Vitae of the Proponent/ Company Profile
- k. Bank Details and TIN No.

7.1.3. The full payment will only be provided after completion of the following:

- a. Concept paper of the project
- b. List of textiles with well-researched descriptions of their historical significance
- c. Brochure/Pamphlet of the portable exhibit
- d. Mock up or layout of the exhibit

- e. Introductory and extro texts for the exhibit and captions preferably with supporting archival photographs of each textile
- f. System of suspension mounted from rods and cables, and portable packaging

7.1.4. The Second Party shall receive **payment in three (3) tranches** for the services rendered after the completion of the Timeline of Deliverables.

Non-completion of any of the deliverables shall not entitle the Second Party to a full payment.

7.1.5. Payment for The Project shall be made to **MS. MARIA LORETO PASTOR ROCES** through the following bank details:

Account Name: MARIA LORETO P ROCES
Savings Account Number: 060 3 060 19586 3
Bank/Branch: METROBANK
WEST TRIANGLE BRANCH
QUEZON AVENUE, QUEZON CITY
Swift Code: MBTCPHMMXXX

The mode of payment shall be made through LDDAP-ADA to fifteen (15) days upon submission of the Second Party of the sales invoice and complete supporting documents and audited by the OFMS-FRMD.

7.1.6. Said amount shall be used by the Second Party to pay for any and all expenditures in relation to the curation of the portable exhibition sets of Philippine textiles including professional fees, production expenses, and administration expenses.

7.1.7. The end-user office shall ensure that funds for this purpose are obligated within FY 2024, chargeable against OCD's FY 2024 MOOE;

7.1.8. Payment shall be processed after the delivery of goods/services and only upon submission of the invoice, a complete set of documentary requirements and a Certificate of Acceptance for each tranche issued by the end-user office; and

7.1.9 In case of electronic submission of the invoice and documentary requirements, the release of payment shall require the submission of the original copies of the same.

7.2. The Second Party shall:

7.2.1. Issue an official receipt to the First Party as proof and acknowledgment of receipt of the herein mentioned amount for the herein mentioned purpose.

II. CONDUCT AND BEHAVIOR

Section 1. 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.

III. NO EMPLOYEE-EMPLOYER RELATIONSHIP

Section 1. 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.

IV. LIMITATION OF LIABILITY

Section 1. 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.

Section 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 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

Section 3. 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. If 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 shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, Philippines to the exclusion of other courts.

V. THIRD PARTY CONTRACTS

Section 1. 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.

VI. NON-ASSIGNMENT or TRANSFER OF RIGHTS

Section 1. 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.

Section 2: Waiver of Rights - No failure, omission, or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this MOA shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

VII. INTELLECTUAL PROPERTY

Section 1. 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 prepared and produced, provided that the Second Party has been paid all the amounts due under this Agreement.

VIII. TERMINATION / PRE-TERMINATION

Section 1. 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.

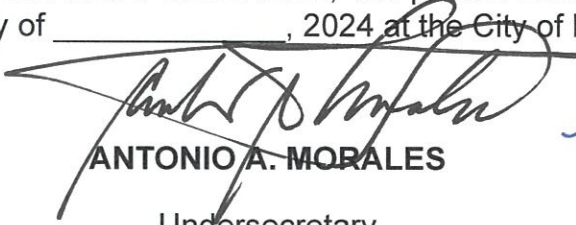
IX. AMENDMENTS

Section 1. Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

X. VALIDITY OF TERMS AND CONDITIONS

Section 1. 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 the City of Pasay, Philippines.


ANTONIO A. MORALES

Undersecretary
Department of Foreign Affairs


MARIA LORETO PASTOR ROCES

Independent Curator

Signed in the presence of:


CELIA ANNA M. FERIA

Assistant Secretary
Office of Cultural Diplomacy
Department of Foreign Affairs


ROSALINDA CALIAO

ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in the City of Pasay, personally appeared the following:

NAME	PASSPORT/ID NUMBER	ISSUED AT	ISSUED ON
ANTONIO A. MORALES			
MARIA LORETO PASTOR ROCES	P7769301A	MANILA	JULY 01 2018

known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their own free act and deed and of the entities they represent.

This instrument duly signed by both parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____ 2024, in Pasay City, Philippines.


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Series of 2024.