

## CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract made this JUN 16 2017 2017, in QUEZON CITY by and between:

The **NATIONAL NUTRITION COUNCIL**, a government agency attached to the Department of Health, with office address at Nutrition Building, 2332 Chino Roces Avenue Extension, Taguig City, represented herein by its Executive Director IV, **ASSISTANT SECRETARY OF HEALTH MARIA-BERNARDITA T. FLORES, CESO II**, herein referred to as "NNC"; and

The **LeGiT ENTERTAINMENT & MEDIA CO**, a media and production consultancy agency with office address at #10 Begonia Street, Roxas District, Quezon City, represented herein by its President and Chief Executive Officer, **MARIA LINDA G. TAMAYO**, herein referred to as "LeGiT EMC".

### WITNESSETH

**WHEREAS**, the NNC is tasked to promote good nutrition among Filipinos and as such, has implemented a multi-media nutrition campaign including a 30-minute radio block time program called *Radyo Mo sa Nutrisyon* which started airing in 2010;

**WHEREAS**, *Radyo Mo sa Nutrisyon* is able to reach many audiences not only through radio but also through the Internet and social media to advocate positive nutrition behaviors and promote development programs of government;

**WHEREAS**, the NNC intends to continue the airing of the radio block time program for Year 8 given the positive feedback from government agencies, development partners and listeners. As proof of the program's excellence, in 2017, *Radyo Mo sa Nutrisyon* received various awards: finalist for Best Public Service Radio Program in the 25<sup>th</sup> *Kapisanan ng mga Brodkaster ng Pilipinas* (KBP) Golden Dove Awards; winner for Most Development-oriented Radio Plug, finalist for Most Development-oriented AM Program Host, and finalist for Most Development-oriented AM Program in Gandingan 2017: 11<sup>th</sup> UPLB Isko't Iska's Multi-media Choice Awards. In March 2016, the program won as Best AM Program and Best AM Program Host at the 10<sup>th</sup> Gandingan. Moreover, in 2015, it was recognized as Best Development-Oriented Talk Show and its hosts as Best Development-Oriented Talk Show Hosts at the 9<sup>th</sup> Gandingan Awards. In 2013 and 2014, *Radyo Mo sa Nutrisyon* won as Best Radio Public Service Program in the KBP Golden Dove Awards, and as finalist in the Catholic Mass Media Awards as Best Radio Educational Program in 2012.

**WHEREAS**, the NNC is interested to engage the services of a consultant given the magnitude and range of work and technical expertise necessary to produce the radio block time program on nutrition, NNC's limitations in terms of staff given the workload and the required expertise to conduct the radio program.

MARIA-BERNARDITA T. FLORES, CESO II  
Assistant Secretary of Health/Executive Director IV





**WHEREAS**, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. \_\_\_\_\_ hereto attached as Annex 1 which is an integral part of this contract, recommended the hiring of **LeGit EMC** after public bidding, to implement Radyo Mo sa Nutrisyon Year 8;

**NOW, THEREFORE**, for and in consideration of the foregoing premises hereinafter stipulated, the parties have agreed as follows:

**1. Obligations of the LeGit EMC**

- a. Implement the tasks as identified in the Terms of Reference of Radyo Mo Sa Nutrisyon Year 8 hereto attached as Annex 2 which is an integral part of this contract;
- b. Simulcast airing in 8 areas including DZXL 558 Manila/Luzon, DYHP 612 Cebu, DYHB 747 Bacolod, DYKR 1161 Kalibo, DXDC 621 Davao, DXBC 693 Butuan, DXDR 981 Dipolog and DXMB 648 Malaybalay. In case of missed airing, LeGit shall coordinate with the RMN station concerned to provide make-up airing as replacement; and
- c. Airing of additional 5 spots of plugs for public service announcement, advocacy plug and episodic plugs from Mondays to Fridays, 4 spots every Saturday and 2 spots every Sunday.

**2. Obligations of the NNC**

Perform the obligations as provided for in the Terms of Reference (Annex 2).

**3. Ownership**

The National Nutrition Council owns the radio program and all the materials used in the program. NNC shall have the exclusive right to record, reproduce, distribute and air the materials in similar campaigns.

**4. Project Cost**

The total project cost is Php11,458,223.40 inclusive of taxes, chargeable against A.III.d funds of the NNC, subject to the usual government accounting and auditing rules and regulations.

**5. Terms of Payment**

LeGit EMC shall be paid through domestic letter of credit (LC) upon presentation of certificate of acceptance from the NNC which shall be based upon submission of required deliverables for each of the following tranches of payment:

MARIA-BERNARDITA T. FLORES, CESO II  
Assistant Secretary of Health/Executive Director IV

*[Signature]*

*[Signature]*



Payment	Deliverable	Amount (Php)
	5) demographic analysis of RMN texters; and 6) detailed audited financial report.	
	<b>TOTAL</b>	<b>11,458,223.40</b>

**6. Related Documents.** The following documents shall form part and are incorporated in this Contract:

- a. Terms of Reference;
- b. Request for Expression of Interest; and
- c. Purchase Request.

In the event that any provision of this Contract is inconsistent with any of the aforesaid documents, the provision in this Contract shall prevail. Further, the hierarchy of the enumerated documents shall be in accordance with the order they were enumerated.

**7. Penalty Clause**

This contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of LeGIT EMC to comply with the provisions of this contract shall be cause for the imposition of appropriate penalties and/or the contract's termination.

A penalty of one tenth of one per cent of the undelivered amount of the total project cost will be deducted from the final payment for every day of delay in the implementation of the project for causes attributable to LeGIT EMC. However, in the event where work is delayed due to delays in the approval of the materials by NNC or other reasons beyond the control of LeGIT EMC, both parties shall mutually concur and agree in writing on a revised schedule or workplan.

In the case of termination of the contract prior to its expiration for causes attributable to LeGIT EMC, the NNC has the right to confiscate its performance security. NNC will also recommend LeGIT EMC for blacklisting and shall be paid on a *quantum meruit* basis.

**8. Duration and Effectivity**

This Contract shall take effect upon the issuance of Notice to Proceed by the NNC to LeGIT EMC and shall remain in force for a period of 1 year and 1 month, unless otherwise modified or amended by mutual consent of parties concerned. Provisions of this Contract may be modified, altered, supplemented or amended subject to the mutual written agreement of both parties.

MARIA BERNARDITA T. FLORES, CESO II  
Assistant Secretary of Health/Executive Director IV

*[Signature]*

*[Signature]*

*[Signature]*

9. Venue

In case of disputes arising from the interpretation or implementation of this Contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this  
JUN 16 2017 2017 at QUEZON CITY, Philippines.

LeGiT ENTERTAINMENT & MEDIA CO.

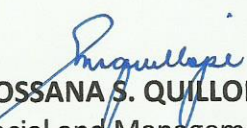
  
**MARIA LINDA G. TAMAYO**  
President and  
Chief Executive Officer


NATIONAL NUTRITION COUNCIL

  
**ASSISTANT SECRETARY OF HEALTH**  
**MARIA-BERNARDITA T. FLORES, CESO II**  
Executive Director IV  
*Cmtf* *for*

SIGNED IN THE PRESENCE OF:

  
**PATRICIA F. PEREZ**  
Chief Operating Officer

  
**ROSSANA S. QUILLOPE**  
Chief, Financial and Management Division

  
CERTIFIED AS TO VERACITY  
OF FUNDS PURSUANT TO : 368  
IN THE AMOUNT OF ₱ 11,458,223.40  
ROA NO. 02-101101-2017-06-967





## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

City of QUEZON CITY, S.S.

BEFORE ME, Notary Public for and in this jurisdiction, this JUN 16 2017 2017, in  
QUEZON CITY Philippines, personally appeared:

MARIA LINDA G. TAMAYO

ID No. 0111-2070262-7

MARIA-BERNARDITA T. FLORES

GSIS ID NO: CRN 006-0100-4193-0

Both known to me to be the persons who executed the foregoing instrument and they acknowledged to me that the same is the lawful and official act and deed and that they are duly authorized to sign the same.

This Contract consisting of \_\_\_\_\_ pages including this page on which this acknowledgement is written, have been signed by the parties and their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year and place first-above-written and affixed with my notarial seal.

MARIA-BERNARDITA T. FLORES, CESO II  
Assistant Secretary of Health/Executive Director IV

Doc. No. 180  
Page No. 97  
Book No. XVII  
Series of 2017

ATTY. TOMAS B. BAGA, JR.  
NOTARY PUBLIC  
ADM NO. NP-286 (2016-2017)  
ATTYS. FOLL NO. 13003  
IBP NO. 1070619-1-26-17  
PTR NO. 7637968 N DOT.  
MCLE NO. V-0026098  
MANERE BLDG. V. LUNA, Q.C.