

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made this _____ 2018, in _____, 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 over Radyo Mindanao Network - DZXL in 2010;

WHEREAS, the NNC is interested to engage the services of a consultant to produce and air *Radyo Mo sa Nutrisyon* Year 9;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 04-2018 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 9;

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

1. Obligations of LeGiT EMC

- a. Implement the tasks as identified in the Terms of Reference of *Radyo Mo Sa Nutrisyon* Year 9 hereto attached as Annex 2 which is an integral part of this contract but with these modifications:
 1. No additional bonus episodes are provided;
 2. Airing of additional four (4) spots of plugs for public service announcement, advocacy plug and episodic plugs from Mondays to Sundays.

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Assistant Secretary of Health/Executive Director IV

2. Obligations of the NNC

- a. 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

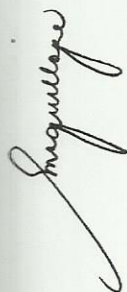
The total project cost is Php 9,147,644.00 inclusive of taxes, chargeable against NNC funds, subject to the usual government accounting and auditing rules and regulations.

5. Terms of Payment

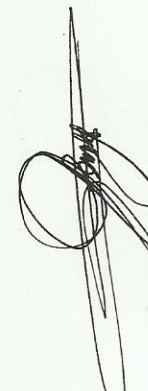
LeGiT EMC shall be paid through domestic letter of credit (LC) upon presentation of certificate of acceptance from the NNC which shall be based upon submission of required deliverables for each of the following tranches of payment:

Payment	Deliverable	Amount (Php)
First payment (15%)	Submission of approved list of topics and resource persons, letter of agreement with the program co-anchor and approved contract with letter of confirmation from RMN-DZXL for blocktime schedule and radio spots for nutrition plugs;	1,372,146.60
Second payment (17%)	Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance of episodes and plugs and list of weekly text winners for episodes 1-8 or Months 1-2 output.	1,555,099.48
Third payment (17%)	Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance of episodes and plugs and list of weekly text winners for episodes 9-16 or Months 3-4 output.	1,555,099.48
Fourth payment (17%)	Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance of episodes and plugs and list of weekly text winners for episodes 17-24 or Months 5-6.	1,555,099.48


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Assistant Secretary of Health/Executive Director IV







Payment	Deliverable	Amount (Php)
Fifth payment (17%)	Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance of episodes and plugs and list of weekly text winners for episodes 25-32 or Months 7-8.	1,555,099.48
Sixth and final payment (17%)	Submission within 1 month after the airing of last episode of the following: 1) approved scripts, copy of aired episodes in DVD format in 2 copies; and certificates of performance of episodes and plugs and list of weekly text winners for episodes 33-38 or Month 9 and bonus episode; compilation of all aired episodes in external hard drive; 2) project completion report; 3) photo documentation in e-copy; 4) video documentation in DVD format in 2 copies; 5) demographic analysis of RMN texters; and 6) detailed audited financial report.	1,555,099.48
TOTAL		9,147,644.00

6. Related Documents. The following documents shall form part of and are thus, 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

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Assistant Secretary of Health/Executive Director IV

[Signature]

[Signature]

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 likewise 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 one year unless otherwise modified or amended by mutual written agreement of parties concerned.


9. Venue

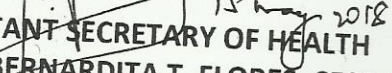
In case of disputes arising from the interpretation or implementation of this Contract, the courts of Taguig City shall have exclusive jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties hereto have signed this Contract, this _____ 2018 at _____, Philippines.

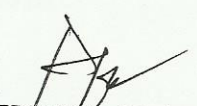
LeGIT ENTERTAINMENT & MEDIA CO.

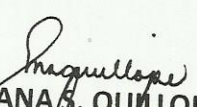
NATIONAL NUTRITION COUNCIL


MARIA LINDA G. TAMAYO
President and
Chief Executive Officer


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

SIGNED IN THE PRESENCE OF:


PATRICIA F. PEREZ
Chief Operating Officer


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

National Nutrition Council
Office of the Executive Director

RECEIVED

Date/Time 5.15. 2018 3:20 PM

IFIED AS TO AVAILABILITY
* FUNDS PURSUANT TO LOI 962
* THE AMOUNT OF 9,147,644.-
ROA NO. 02-10101-2018-05-693

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

City of _____) S.S.
QUEZON CITY

BEFORE ME, Notary Public for and in this jurisdiction, this **MAY 16 2018**
_____, 2018, 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.

Doc. No. 11
Page No. 4
Book No. XLV
Series of 2018

ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
ADM NO. NP-013 (2018-2019)
UNTIL DECEMBER 31, 2019
ATTYS. ROLL NO. 13003
IBP NO. 017520 11-22-17
PTR NO. 8539383 / 3-6-18 N. COT.
MCLE NO. IV-0026098
NTA BLDG. SCT. REYES, Q.C.
CELL # 09206474724

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