

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made this DEC 28 2018 in MAKATI CITY, by and between:

NATIONAL NUTRITION COUNCIL, an 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

EON (Events Organizers Network), Inc., a private corporation duly registered with the Securities and Exchange Commission with office address at 8th Floor, OPL Building, 100 C. Palanca St., Legaspi Village, Makati City represented herein by its Business Unit Head, **VIKKI ANTONIETTE G. LUTA** herein referred to as "**EON, INC.**".

WITNESSETH

WHEREAS, the NNC formulated the Philippine Plan of Action for Nutrition (PPAN) for 2017-2022 to provide the framework for improving the nutritional well-being of Filipinos;

WHEREAS, one of the nutrition-specific programs of PPAN is the National Nutrition Promotion Program for Behavior Change which aims to promote positive nutrition behaviors to achieve the outcomes of the PPAN which includes reduced child stunting and wasting, overweight and obesity, micronutrient deficiencies and sub-outcome targets of improved maternal nutrition, breastfeeding, complementary feeding and household energy adequacy;

WHEREAS, a Nutrition Promotion for Social and Behavior Change Communication Plan is needed to be able to translate the PPAN into action;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 018-2018 hereto attached as **Annex 1** which is an integral part of this contract, recommended the hiring of EON, INC. after public bidding to undertake the project;

WHEREAS, **EON, INC.** expressed its interest to undertake the project;

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

1. **EON, INC.** shall perform the tasks required to develop the Nutrition Social and Behavior Change Communication (Nutri-SBCC) Plan for 2019-2020 as indicated in the Terms of Reference (TOR) hereto attached as **Annex 2** and made an integral part of this contract. In addition, the prototype materials to be developed by EON, INC. for the project may include other creative tools

aside from those identified in the TOR, subject to the results of the formative/market survey to be conducted and approved by the NNC.

2. **NATIONAL NUTRITION COUNCIL** shall:

- a. perform the functions as per Terms of Reference (Annex 2); and
- b. process payment to the EON, INC. upon receipt and approval of the required deliverables.

3. **PROJECT COST and TERMS OF PAYMENT**

The total project cost is Php9,520,000.00, charged against the 310100100003000 funds of NNC, subject to the usual government accounting and auditing rules and regulations.

EON, INC. shall be paid through domestic letter of credit (LC), upon presentation of certificate of acceptance from NNC which shall be based on the submission of required deliverables for the following tranches of payment:

Terms	Amount (Php)
First Payment (15%) – upon submission of billing statement and approved inception report within 2 weeks from issuance of Notice to Proceed	1,428,000
Second Payment (20%) – upon submission of billing statement and approved workplan for formative research/market research	1,904,000
Third Payment (30%) – upon submission of billing statement, formative survey report; documentation report of workshop and draft Nutri-SBCC plan	2,856,000
Fourth Payment (20%) – upon submission of billing statement and approved storyboard of TV plugs, draft scripts of radio plugs, social media assets and prototypes of communication materials and minutes of consultation meetings	1,904,000
Fifth and Final Payment (15%) – upon submission of billing statement, approved Nutri-SBCC plan, soft copies of TV and radio plugs; social media assets, approved prototype materials, project completion report and audited financial report and other deliverables as identified in the approved inception report	1,428,000
TOTAL	9,520,000

4. **PROJECT SCHEDULE**

The project shall be completed within 10 months. EON, INC. shall be guided by the timeline below:

Activity	Month									
	1	2	3	4	5	6	7	8	9	10
1. Coordination meetings with NNC	x	x	x	x	x	x	x	x	x	x
2. Preparation and approval of inception report	x									
3. Conduct of formative/market research		x	x	x						
4. Conduct of workshop and consultation meetings				x	x					
5. Development and presentation of draft Nutri-SBCC plan					x	x				
6. Presentation to NNC and other stakeholders and revised based on comments							x			
7. Development and pre-testing of communication materials							x	x		
8. Final presentation to NNC Secretariat and NNC Technical Committee and revision and finalization of plan and prototypes									x	
9. Submission of final deliverables										x

5. DURATION AND EFFECTIVITY

This Contract shall take effect upon the issuance of Notice to Proceed by the NNC and shall remain in force for a period of 10 months, unless otherwise modified or amended by mutual written consent of parties concerned. Provisions of this Contract may be modified, altered, supplemented or amended subject to the mutual written agreement of both parties which can be in the form of a letter of conforme.

6. OWNERSHIP

All soft and hard copies of documents, survey reports, survey protocols and AVP materials developed and submitted by EON, INC. shall be the property of the NNC. EON, INC. will not have any right to copy, retain, reproduce, or use the documents, reports, tools and materials without written approval of the NNC. The report shall be confidential unless otherwise stated by the NNC.

7. NO EMPLOYER-EMPLOYEE RELATIONSHIP

Nothing in this Contract shall be construed as creating an employer-employee relationship between the NNC and EON INC., its sub-contractors, employees, agents or workers.

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

8. **PENALTY**

This Contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of EON, INC. 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 EON, INC. However, in the event when work is delayed due to delays in the approval of the documents by NNC or other reasons beyond the control of EON, INC., both parties shall mutually concur and agree in writing on a revised schedule or workplan.

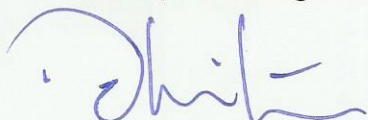
In the case of termination of the Contract prior to its expiration for causes attributable to EON, INC., the NNC has the right to confiscate its performance security. NNC will also recommend EON, INC. for blacklisting and shall be paid on a *quantum meruit* basis.

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.

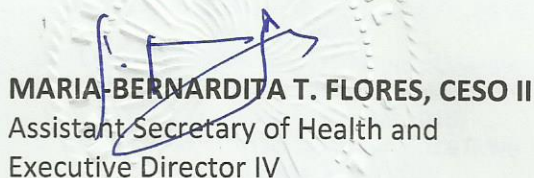
IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first abovementioned.

EON (Events Organizers Network), INC.



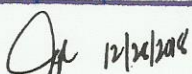
VIKKI ANTONIETTE G. LUTA
Business Unit Head


NATIONAL NUTRITION COUNCIL



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

SIGNED IN THE PRESENCE OF:

CERTIFIED FUNDS AVAILABLE	
ORS No	: 02-101101-2018-12-2392
ORS Date	: 12-28-18
Amount	: 9,520,000
	



ROSSANA S. QUILLOPE
Chief, Financial and Management Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

City of MAKATI CITY) S.S.

DEC 28 2018

BEFORE ME, Notary Public for an in this jurisdiction, this _____ day of _____, in MAKATI CITY, Philippines, personally appeared:

VIKKI Antoniette G. Luta
Passport NO. P004824A
DFA NCR EAST - 26 AUG 2016

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 5 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.

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Book No. III
Series of 2018



Jeric Angelo B. Galon
JERIC ANGELO B. GALON
NOTARY PUBLIC FOR MAKATI CITY
Appointment No. M- 222
Commission Expires on December 31, 2018
Roll No. 66664
IBP LRN 015165/06-14-2016/Negros Occidental
PTR No. 6623690/01-09-2018/Makati City
MCLE (Admitted to the Bar 2016)
10F 8 Rockwell, Hidalgo corner Plaza Drive
Rockwell Center, Makati City

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