

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made this JUN 26 2015 2015, 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., Inc.**, 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*" Phase 1 in September 2010 to May 2011, Phase 2 in July 2011 to January 2012, Phase 3 in April 2012 to April 2013, Phase 4 in May 2013 to April 2014 and Phase 5 in June 2014 to May 2015 in which various programs on nutrition, health, social protection, food security and agriculture and fishery, poverty reduction and related topics were discussed;

WHEREAS, "*Radyo Mo sa Nutrisyon*" is able to reach many audiences not only through radio but through the internet and various social media and provides a venue to advocate positive nutrition behaviors;

WHEREAS, the NNC intends to continue the airing of the radio block time program for Phase 6 or Year 6 given the positive feedback from government agencies, development partners and listeners, including its two consecutive years of winning as Best Radio Public Service Program in the *Kapisanan ng mga Brodkaster ng Pilipinas* Golden Dove Awards in 2013 and 2014, and as finalist in the Catholic Mass Media Awards as Best Radio Educational Program in 2012. It won in March 2015 the Best Development-Oriented Talk Show and Best Development-Oriented Talk Show Hosts at the 9th Gandingan Awards.

WHEREAS, 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

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conduct the radio program, the NNC is interested to engage the services of a third party;

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 it submitted wherein the highest rate bid, to implement NNC's nutrition campaign through a block time nutrition radio program;

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 6 (Season 6) hereto attached as Annex 2 which is an integral part of this contract;
- b. In addition to the Terms of Reference, LeGIT EMC shall also air plugs in DZXL outside of the time slot of Radyo Mo sa Nutrisyon;
- c. Provide 2 bonus episodes on top of the required 48 episodes; and
- d. Undergo regular performance evaluation by the NNC.

2. Obligations of the NNC:

- a. Perform the obligations as provided for in the terms of reference (Annex 2);
- b. Evaluate the performance of LeGIT EMC twice a month based on the evaluation form provided (Annex 3). The passing rate shall be 80%. Two (2) consecutive evaluation scores below 80%, or three (3) or more evaluation scores below 80% within the duration of the Contract, shall be a ground for termination by NNC of this Contract.
- c. The evaluation shall be conducted by NNC's Head, the Chief of Nutrition Information and Education Division and the staff in-charge as technical support on each episode within one (1) week after airing. The total average performance rating score of LeGIT EMC shall be average of the three (3) scores given by the raters for the relevant period. The evaluation of the persons concerned shall be final.

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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. Terms of payment

The total project cost amounts to SIX MILLION ONE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED FIFTY TWO PESOS AND 40/100 (Php6,177,452.40) inclusive of taxes, chargeable against NNC's A.III.d (2.2.4a) funds. Payment shall be broken down as follows subject to the usual government accounting and auditing rules and regulations:

Schedule of Payment	Amount (Php)
First payment (10%) - Submission of approved list of topics and resource persons, letter of agreement with the program co-anchor and letter of confirmation from RMN-DZXL for block time schedule;	617,745.24
Second payment (15%) - Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 1-8 or Months 1-2 output;	926,617.86
Third payment (15%) - Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 9-16 or Months 3-4 output;	926,617.86
Fourth payment (15%) - Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 17-24 or Months 5-6;	926,617.86
Fifth payment (15%) - Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 25-32 or Months 7-8;	926,617.86
Sixth payment (15%) - Submission of approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 33-40 or Months 9-10;	926,617.86
Seventh and final payment (15%) - Submission within 1 month after the airing of last episode of the following: 1) approved scripts, copy of aired episodes in DVD format, certificates of performance and list of weekly text winners for episodes 41-48 or Months 11-12 and bonus episodes; 2) project completion report; 3) photo and video documentation; and 4) audited financial report.	926,617.86
TOTAL	6,177,452.40

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5. **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.

6. **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.

7. **Duration and Effectivity**

This Contract shall take effect on the date of 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.

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8. Termination

This Contract may be terminated pursuant to the provisions of RA 9184 and its IRR, as well as pursuant to item 2 (b) of this Contract. If the basis of termination is pursuant to item 2 (b) of this Contract, LeGIT EMC may request for a reconsideration within fifteen (15) days from receipt of the Termination on the ground that it has already addressed the specific concern/s of NNC as reflected in the pertinent evaluation reports. NNC shall validate such LeGIT EMC's claim.

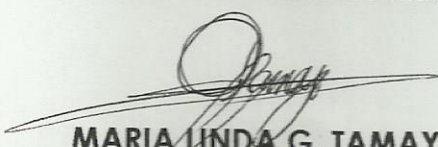
9. Venue

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 26 2015 2015 at QUEZON CITY, Philippines.

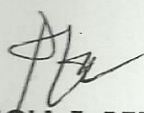
LeGIT ENTERTAINMENT & MEDIA CO.,

NATIONAL NUTRITION COUNCIL

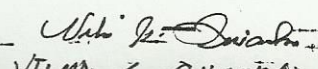

MARIA LINDA G. TAMAYO
President and
Chief Executive Officer


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

SIGNED IN THE PRESENCE OF:


PATRICIA F. PEREZ
Chief Operating Officer


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

CERTIFIED AS TO AVAILABILITY OF FUNDS PURSUANT TO LOI 962 IN THE AMOUNT OF ₱ <u>6,177,452.40</u> ROA NO. <u>2015-06-822</u>
 VILMA G. QUIMBO Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

City of QUEZON CITY) S.S.

BEFORE ME, Notary Public for and in this jurisdiction, this
JUN 26 2015 2015, in QUEZON CITY, Philippines, personally
appeared:

MARIA LINDA G. TAMAYO

ID No. 0111-2070262-7

MARIA-BERNARDITA T. FLORES

Unified Multi-Purpose ID (GSIS)
54021800093

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.

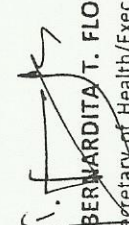
This Contract consisting of _____ pages including this page on which this
acknowledgement is written, have been signed by the parties and their
witnesses.

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


FRANCISCO A. CARANDANG, JR.

NOTARY PUBLIC
COMMISSION NO. 324 QUEZON CITY
UNTIL DECEMBER 31, 2015
4D A. ROCES AVE. Q.C.
ROLL OF ATTY. NO. 27190
PTR OR NO. 0681661 01/15/15 Q.C.
IBP OR NO. 946436 01/26/15 MLA III
MCLE IV NO. 0023296 UNTIL 04/14/16

Doc. No. 340
Page No. 69
Book No. 3
Series of 2015


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Assistant Secretary of Health/Executive Director IV

Republic of the Philippines
Department of Health
NATIONAL NUTRITION COUNCIL

PERFORMANCE EVALUATION OF CONSULTANCY GROUP

For the rating period _____ to _____

Instructions:

Please rate the contractor's performance according to the following categories:

A. Contractor's Information

Name of the company:	
Address:	
Representative(s):	
Contact No.	
Project Name:	
Contract Start Date:	

B. Evaluation

Category	Score
Quality of Output (30%). The contractor was able to provide well-written pre-program announcements, technically correct program scripts and other requirements.	
Performance of personnel and officers (30%). Personnel and officers of contractor exhibited professionalism, responsiveness, knowledge, courtesy and friendliness in the overall delivery of their tasks.	
Timeliness of Deliverables (25%). The contractor submitted the drafts, revised scripts, final scripts, and posts the pre-program plugs/episodes online on or before the deadline set by the National Nutrition Council.	
Technical support (15%). Personnel and officers of contractor were able to satisfactorily manage requirements of the National Nutrition Council for pre-broadcast and post-production for each episode.	
TOTAL	

C. Remarks/Comments:

Rater's Printed Name and Signature
Date:

Note: A total average performance rating score of at least 80% is required to "PASS". Two (2) consecutive evaluation scores below 80%, or three (3) or more evaluation scores below 80% within the duration of the Contract, shall be a ground for termination by NNC of this Contract.