

CONTRACT

KNOW ALL MEN BY THOSE PRESENTS:

This Contract made this OCT. 17 2016 2016 in Taguig City, by and between:

The **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

CREATIVEROW ADVERTISING INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 21/F Strata 100, F. Ortigas Jr. Road, Pasig City, represented herein by its Administrative Lead, **SOFRONIO M. FUERTE**, herein referred to as "**CREATIVEROW**".

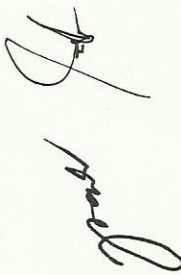

WITNESSETH

WHEREAS, the NNC has organized the Nutrition Action Officers Association of the Philippines, Incorporated or NAOPA, Inc. to unite the Nutrition Action Officers into action for nutrition during the 1st, 2nd, and 3rd National Conference of Nutrition Action Officers in November 2009, July 2012 and October 2014, respectively;

WHEREAS, the NNC will conduct the 4th National Conference of Nutrition Action Officers to provide policy and program updates as basis for local nutrition action; to mobilize the NAOPA and NAOs in advocating for national and local nutrition legislation; and to provide a venue for the conduct of the NAOPA general assembly;

WHEREAS, given the magnitude and range of work and technical expertise necessary to mount the conference, NNC's limitation in terms of staff given the workload and the required expertise in events planning and execution, the NNC is interested to engage the services of CREATIVEROW to mount the 4th National Conference of Nutrition Action Officers;

WHEREAS, the NNC Bids and Awards Committee (BAC), through BAC Resolution No. 09-2016 hereto attached as Annex 1 which is an integral part of this contract, recommended the hiring of CREATIVEROW after public bidding to mount the conference;



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

WHEREAS, CREATIVEROW has signified its willingness to serve as event organizer for the conference;

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

1. Obligations of CREATIVEROW

Package and implement the conference based on the Terms of Reference (TOR) of the project referred to as Annex 2 which shall form part of this contract and shall include the change in the schedule of the conference to 15-16 November 2016.

2. Obligations of the NNC

- a. perform the functions as per TOR (Annex 2);
- b. evaluate the performance of the contractor; and
- c. process payment to the contractor upon receipt of the required deliverables.

3. Project Cost

The total project cost is Php2,661,834.23 charged against NNC's A.III.e funds, subject to applicable withholding taxes and the usual government accounting and auditing rules and regulations. The budget includes all costs related to the event excluding cost of venue rental, meals and snacks of participants during the conference, travelling expenses of participants except for the NAOPA Board members and resource persons. The NNC shall not pay the contractor for additional expenses incurred in the organization of the conference except for additional conference kits as a result of additional participants as indicated in the TOR. Such amount shall be based on actual cost determined from official receipts from suppliers.

4. Terms of payment

The event organizer shall be paid in four tranches as follows:

Schedule of payment	Amount (Php)
• First payment (15%) – upon submission of approved event plan and receipt of approved design of collaterals	399,275.13
• Second payment (40%) – upon receipt of submission of proof of delivery of collaterals for the conference	1,064,733.70
• Third payment (30%) – after conduct of the conference and upon receipt of original registration of participants	798,550.27

MARIA-BERNARDITA T. FLORES, CESO II
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Schedule of payment	Amount (Php)
<ul style="list-style-type: none"> Fourth and final payment (15%) – upon receipt of the submission of photo and video documentation, written documentation report, proofs of media coverage, project completion report and audited financial report; remaining conference kits, if any, and other collaterals 	399,275.13
Total	2,661,834.23

5. Penalty Clause

This Contract shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of CREATIVEROW 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 (1/10 of 1%) 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 CREATIVEROW. However, in the event where work is delayed due to delays caused by NNC or other reasons beyond the control of CREATIVEROW, 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 CREATIVEROW, the NNC has the right to confiscate its performance security. Termination shall be pursuant to the provisions of RA 9184 and its Implementing Rules and Regulations. NNC will also recommend CREATIVEROW for blacklisting and shall be paid on a *quantum meruit* basis.

6. Intellectual Property

All materials, compilations, data and information utilized for the project shall be entirely NNC's property, free from any claims whatsoever by CREATIVEROW, its employees or any other person.

7. Duration and Effectivity

This Contract shall take effect on the date of the issuance of Notice to Proceed by the NNC to CREATIVEROW and shall remain in force for a period of one year, 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.

8. Venue

RECEIVED AND TO BE RELEASED TO
 FUNDS PURSUANT TO LOI 462
 IN THE AMOUNT OF - 2,661,834.23
 ROA NO. 02-101101-2016-10-1391

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

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. However, all claims and disputes relating to or arising out of this contract shall as much as possible, be settled amicably by the parties before resorting to any judicial action.

9. **No Employer-Employee relationship**

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


10. **Miscellaneous provisions**

In the event that situations arise that render this Contract disadvantageous to the NNC, the parties hereto agree to immediately re-negotiate the terms of the Contract.

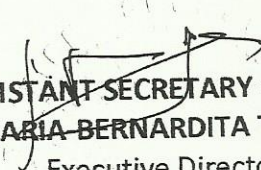
This Contract may be executed in any number of counterparts, such as through letters of conforme, and shall all together be considered as part of the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this contract this _____ day of _____ at _____, Philippines.

CREATIVEROW

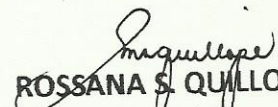

SOFRONIO M. FUERTE
Administrative Lead

NATIONAL NUTRITION COUNCIL


ASSISTANT SECRETARY OF HEALTH
MARIA BERNARDITA T. FLORES
Executive Director IV

SIGNED IN THE PRESENCE OF:


MARK M. MONTEHERMOSO
Senior Accounts Lead


ROSSANA S. QUILLOPE
Chief, Financial and Management
Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

City of MANILA) S.S.

MANILA OCT 17 2016

BEFORE ME, a Notary Public for and in the _____ this ____ day of _____, 2016 personally appeared the following named persons with their corresponding identification documents as indicated:

SOFRONIO FUERTE

ID No. 265953 2260000

MARIA-BERNARDITA T. FLORES

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

Both known to me to be the same 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 witness.

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

Doc. No.: 325

Book No.: 12

Pages No.: 65

Series of 2016

ATTY. RICHARD L. ANOLIN

NOTARY PUBLIC until December 31, 2016

FOR CITY OF MANILA PHILIPPINES

IBP LIFETIME NO. 05179/02 25 05/MLA.

PTR NO. 4922461 01/05/16 Mla.

Roll No. 33596

MCLE COMPLIANCE NO. IV-00238501 8/15/14

RODULFO ANOLIN AND ASSOCIATES LAW OFFICE

2/F YMCA OF MANILA BLDG.

#350 ANTONIO VILLEGAS ST.

ERMITA MANILA 111 525-0168

EMAIL ADD: attyrichardanolin@yahoo.com