

## CONTRACT

This CONTRACT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ 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*, herein referred to as "NNC"; and

The **ABS-CBN LINGKOD KAPAMILYA FOUNDATION, INC.**, a non-stock, non-profit corporation duly organized and existing under Philippine laws, with office address at Mother Ignacia Avenue corner E. Lopez Drive, Quezon City, represented herein by its *Managing Director, MS. SUSANNA RACHEL B. AFAN* and its *Chief Finance and Services Officer, MS. NOEMI B. SAMSON*, herein referred to as "ALKFI".

### WITNESSETH

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

**WHEREAS**, the NNC is tasked to spearhead the Early Childhood Care and Development Intervention Package for the First 1000 Days (ECCD F1K) Program that involves integrating services on health, nutrition, early education, and social services;

**WHEREAS**, one of the components of the ECCD F1K Program is the promotion of key behaviors on ECCD through the use of mass media, particularly television, to complement activities being done at the community level;

**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 ALKFI after public bidding to undertake the project of producing a television program on Early Childhood Care and Development (Program Title: "Rikipedia") as part of the communication plan for the ECCD intervention package for the first 1000 Days;

**WHEREAS**, ALKFI has signified its willingness to support the NNC in the production of the ECCD F1K-related TV program;

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

#### 1. Obligations of ALKFI

- a. Submit a concept to the NNC for the TV program based on the Terms of Reference of the Project that will be an integral part of this Contract herein referred to as "Annex 2";
- b. Produce a minimum of twenty-five (25) episodes based on the approved concept. Creative and substantive concept of the episodes will be developed and approved by both the ALKFI and the NNC;
- c. Draft scripts for review and approval of the NNC prior to production and submit each produced episode for review of NNC prior to airing;
- d. Provide airtime of the produced TV program and assure continuing airing for all the episodes. Airing time of the TV program shall be for thirty (30) minutes in a time slot with considerable audience composed of mothers and children as may be determined by an independent party;



production of the episodes. The FP should be competent in the subject matter, able to participate actively in the in-depth discussion of each episode, and should be efficient in giving feedback and comments on the submitted materials. The FP is expected to be present during the shoot to monitor accuracy of lines where the subject matter is concerned; to give suggestions and recommendations of institutions and places for external field production requirements and refer technical matters outside of nutrition to experts to ensure technical correctness;

- f. Provide the nutrition TV plugs for airing;
- g. Monitor the airing of the episodes;
- h. Distribute the 3,700 DVD replicates of the TV program to NNC regional offices, national government agencies, local government units and other nutrition partners;
- i. Review ALKFI's submission of the required outputs and deliverables and process the corresponding payment; and
- j. Evaluate the performance of the ALKFI prior to each phase of the Project. The passing rate shall be 70%. Three (3) consecutive evaluation scores below 70%, or three (3) or more evaluation scores below 70% within the duration of the Contract, shall be a ground for termination by NNC of this Contract. The NNC shall inform ALKFI in writing the results of each evaluation. The ALKFI shall have the right to respond to the evaluation within 15 days to the NNC.

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

3.

### Project Cost

The total project cost is THIRTY-TWO MILLION SIX HUNDRED THOUSAND AND 8/100 PESOS (Php32,600,000.08) and is charged against Locally-Funded Project Funds of the ECCD First 1000 Days Program, subject to the usual government accounting and auditing rules and regulations. The amount covers the production cost and excludes airtime that will be the counterpart of ALKFI.

#### 3.1 The Project Cost shall be distributed as follows:

Schedule of Payment	Amount (Php)
• First tranche (15%) – upon receipt of billing statement and approved TV program concept within one month from the issuance of Notice to Proceed	4,890,000.01
• Second tranche (20%) – upon receipt of billing statement, broadcast schedule and approved scripts for episodes 1-8	6,520,000.02
• Third tranche (20%) – upon receipt of billing statement and approved scripts for episodes 9-16	6,520,000.02
• Fourth tranche (15%) – upon receipt of billing statement and certificates of performance for the airing of episodes 1-8 and approved scripts for episodes 17-25	4,890,000.01
• Fifth tranche (15%) – upon receipt of billing statement and certificates of performance for the airing of episodes 9-16	4,890,000.01
• Sixth and final tranche (15%) – upon receipt of billing statement, certificates of performance of airing of episodes 17-25, compilation of all final scripts, master copies, 3,700 DVD copies containing all episodes, completion report and audited financial report within one month from the date of last airing.	4,890,000.01
<b>TOTAL</b>	<b>32,600,000.08</b>

#### 4. Intellectual Property Rights



Either Party may terminate this Agreement prior to the specified date of expiration for any cause, by serving a written notice of termination to the other parties at least thirty (30) days prior to the intended date of termination.

Any violation of any of the terms and conditions of this Agreement shall be sufficient ground for the immediate termination of this Agreement by the aggrieved Party without waiving any and all rights or remedies available to it under the law and this Agreement.

8. Governing Law and Venue

This Contract shall be governed by the laws of the Philippines. Any suit or proceeding arising out of or relating to this Contract shall be instituted in the appropriate courts in Taguig City for NNC or in Quezon City for ALKFI in Metro Manila to the exclusion of all other courts.

9. Assignment

Neither party may assign, delegate or subcontract or otherwise transfer this Contract or any of its rights or obligations without the other party's prior written approval. Any attempt to do so without obtaining the other party's written approval will be void.

10. Severability and Enforcement

Both parties agree that if any provision of this Contract is held to be unenforceable, invalid or illegal by any court or competent jurisdiction, or arbitration, such unenforceable, invalid or illegal provision shall not affect the remainder of this Contract.

11. 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.

12. Penalty

Any unreasonable or unjustified delay or failure in the production or airing of the TV program, or submission of the deliverables as provided in Section 1.h, on the part of ALKFI shall result to a penalty of one-tenth (1/10) of one percent (1%) of the project cost which shall be charged against ALKFI and deducted from any amount due to ALKFI as per accounting and auditing rules of the government. 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 ALKFI, both parties shall mutually concur and agree in writing on a revised extended schedule or workplan.

In the case of termination of the contract prior to its expiration for causes attributable to ALKFI, the NNC has the right to confiscate its performance security.

IV. GENERAL PROVISIONS

1. This Agreement is the complete and exclusive statement of the agreement between the Parties, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between the Parties in relation to the subject matter contemplated herein. This Agreement is executed by

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

*[Signature]*

*[Signature]*

Philippine laws.


11. The validity, construction and performance of this Agreement is governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_, Philippines.

**ABS-CBN LINGKOD KAPAMILYA  
FOUNDATION, INC.**

BY:

  
**SUSANNA RACHEL B. AFAN**  
Managing Director

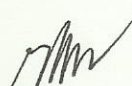
  
**NOEMI B. SAMSON**  
Chief Finance and Services Officer

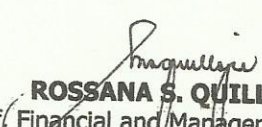
**NATIONAL NUTRITION COUNCIL**

BY:

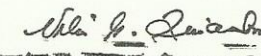
  
**ASSISTANT SECRETARY OF HEALTH  
MARIA-BERNADITA T. FLORES**  
Executive Director IV

SIGNED IN THE PRESENCE OF:

  
**MARIA CECILIA D. REYES**  
Head, TV/Radio Production & Special  
Projects Unit

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

ISSUED AS TO AVAILABILITY  
OF FUNDS PURSUANT TO LOI 964  
IN THE AMOUNT OF ₱ 32,600,000.08  
ROA NO. 02-01101-2016-12-1761

  
VILMA E. QUILLOPE  
Accountant III 2/19/16