

**CONTRACT FOR THE
ONE (1) LOT CORPORATE EVENT PHOTO AND VIDEO COVERAGE FOR THE
PRE-ANNIVERSARY ACTIVITIES AND EVENT PROPER FOR THE CELEBRATION
OF THE 13TH ANNIVERSARY OF THE GOCC GOVERNANCE ACT OF 2011**

THIS AGREEMENT made and entered into this MAY 03 2024 between:

GOVERNANCE COMMISSION FOR GOCCs, a central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines, duly organized and existing pursuant to and by virtue of Republic Act No. (R.A.) 10149, with principal office address at 3/F BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas, Makati City, duly represented herein by its Chairperson, **ATTY. MARIUS P. CORPUS**, hereinafter called the "**FIRST PARTY**";

- and -

CHRONOS & KAIROS EVENTS MANAGEMENT SERVICES, a company, organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 615 Lad Apartelle, Gamban St., Barangay 136, Pasay City, Metro Manila, duly represented herein by its Owner-Proprietor, **JUN RYAN ARANAS**, hereinafter called the "**SECOND PARTY**".

WITNESSETH: THAT

WHEREAS, the **FIRST PARTY** is in need of a Corporate Event Photo and Video Coverage for the Pre-Anniversary Activities and Event Proper for the Celebration of the 13th Anniversary of the GOCC Governance Act of 2011, hereinafter referred to as the "**PROJECT**";

WHEREAS, the **FIRST PARTY**, pursuant to existing laws, particularly R.A. No. 9184, otherwise known as the "Government Procurement Reform Act", its 2016 Revised Implementing Rules and Regulations (IRR) and all related rules and regulations, has found, through Negotiated Procurement - Small Value Procurement, the bid/quotation/proposal of the **SECOND PARTY** to be the Lowest Calculated/Rated and Responsive Bid for the subject services;

NOW, THEREFORE, for and in consideration of the foregoing premises and for mutual promises and covenants hereinafter expressed, the parties hereto agree and stipulate as follows:

**ARTICLE 1
SERVICES**

1.1 SCOPE OF SERVICES

The **SECOND PARTY** shall perform the Services under this Contract as agreed upon by the **PARTIES**. It shall undertake to provide the **FIRST PARTY** with One (1) Corporate Event Photo and Video Coverage for the **PROJECT**.

1.2 COVERED ACTIVITIES

The following activities are covered by the Services:

1.2.1 Pre-Anniversary Activities:

- 1.2.1.1 04 May 2024 (4 hours) - Coastal Clean Up (Las Piñas - Parañaque Wetland Park)
- 1.2.1.2 27 May 2024 (3 hours) - Solid Waste Management Seminar (GCG Office, Makati)
- 1.2.1.3 Date and schedule to be announced (3 hours) – Plastic Segregation and Recycling Seminar (GCG Office, Makati)

1.2.2 GCG Anniversary:

- 1.2.2.1 04 June 2024 (08:00 AM – 01:00 PM) at Philippine International Convention Center (PICC)

1.3 PRODUCTION DETAILS

The **SECOND PARTY** shall render the Services detailed in Article 1.2 of this Contract with the following:

- Professional photography and videography services
- One (1) photographer (pre-anniversary activities) and two (2) photographers (anniversary proper)
- One (1) videographer (pre-anniversary and anniversary proper)
- One (1) video editor (pre-anniversary and anniversary proper)
- High-quality audio-visual equipment
- High-resolution photos and video clips (at least in full HD 1080P)

1.4 OUTPUT TO BE DELIVERED

The **SECOND PARTY** agrees to deliver the following outputs to the **FIRST PARTY**:

- Submission of raw files (photos and video clips) within two (2) working days after the event.
- Submission of 80-100 edited files within five (5) working days after the event.
- Delivery of two (2) post-event highlight video (1 for pre-anniversary activities and 1 for anniversary event proper) (3-5 minutes duration each) based on the program and inputs provided by GCG.
- Video from pre-anniversary activities should be submitted by 31 May 2024.
- Video from event proper should be submitted within 5-10 working days after the event.

ARTICLE 2 PAYMENTS

2.1 CONTRACT PRICE

2.1.1 Payment to the **SECOND PARTY** shall not exceed a total contract price of **NINETY-NINE THOUSAND NINE HUNDRED NINETY PESOS ONLY (P99,990.00)**, inclusive of all other applicable taxes in consideration of the Services performed by the **SECOND PARTY** under this Contract. The contract price is also inclusive of transportation services for workforce and equipment, transportation fees, taxes, and other expenses necessary.

2.1.2 It is agreed that there will be no additional costs beyond what is stated in this Contract on the part of **FIRST PARTY**.

2.1.3 The **FIRST PARTY** may refuse to make payments when the terms and conditions of this Contract are not satisfactorily performed by the **SECOND PARTY** based on the mutually agreed terms and conditions.

2.2 SCHEDULE OF PAYMENTS

- 2.2.1 The **FIRST PARTY** shall process payment within twenty (20) working days upon receipt of complete documents from the **SECOND PARTY** such as, but not limited to, service invoice or billing statement, service report, and other pertinent documents. The foregoing process shall be repeated, and the period reset in case there is a need for revision in the submitted documents.
- 2.2.2 Payments shall be made only upon a certification by the **FIRST PARTY** to the effect that the Services have been rendered or delivered in accordance with the terms of this Contract and have been duly accepted.
- 2.2.3 The **SECOND PARTY** shall not be entitled to any penalty or additional charges from the **FIRST PARTY** for any delay in payments due to factors beyond the control of the **FIRST PARTY** and/or its personnel.
- 2.2.4 For instances when it may be difficult to make payments within the required period, the **FIRST PARTY** shall send a letter informing the **SECOND PARTY** for an extension of twenty (20) working days to pay in accordance with R.A. No. 11032 otherwise known as the "Ease of Doing Business and Efficient Government Service Delivery Act of 2018".
- 2.2.5 Any amount which the **FIRST PARTY** has paid in excess of the total contract price shall be refunded by the **SECOND PARTY** to the **FIRST PARTY** within twenty (20) working days from receipt of notice thereof.

2.3 METHOD OF PAYMENT

- 2.3.1 All payments shall be made in Philippine Pesos.
- 2.3.2 The **SECOND PARTY** shall be paid one (1) time upon fulfillment of the Services and completion of the **PROJECT**.
- 2.3.3 All payments under this Contract shall be made to the account of the **SECOND PARTY** as follows:

Account Name:	CHRONOS AND KAIROS EVENTS MANAGEMENT SERVICES
Bank Name:	BANCO DE ORO, Unibank Inc.
Branch:	Edsa – Pasay
Account No.:	005270222311

- 2.3.4 Notwithstanding Article 2.3.3, payments by the **FIRST PARTY** to the **SECOND PARTY** shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Land Bank of the Philippines, any bank fees and charges shall be for the account of the **SECOND PARTY**.

ARTICLE 3 SUSPENSION AND TERMINATION

3.1 SUSPENSION BY FIRST PARTY

The **FIRST PARTY** shall, by written notice of suspension to the **SECOND PARTY**, suspend all payments to the **SECOND PARTY** hereunder if the **SECOND PARTY** fails to perform any of its obligations, including the carrying out of the Services, due to its own fault or due to force majeure or other circumstances beyond the control of either party under this Contract, *provided*, that such notice of suspension shall specify the nature of the failure and request the **SECOND PARTY** to remedy such failure within a period not exceeding thirty (30) days after receipt by the **SECOND PARTY** of such notice of suspension.

3.2 SUSPENSION BY SECOND PARTY

The **SECOND PARTY** may, by written notice of suspension, suspend the Services if the **FIRST PARTY** fails to perform any of its obligations which are critical to the delivery of the **SECOND PARTY**'s Services such as non-payment of any money due to the **SECOND PARTY** within thirty (30) days after receiving written notice from the **SECOND PARTY** that such payment is overdue.

3.3 TERMINATION BY FIRST PARTY

The **FIRST PARTY** may terminate this Contract, after thirty (30) days from receipt by the **SECOND PARTY** of written notice, when any of the following conditions attends its implementation:

- 3.3.1 Outside of force majeure, the **SECOND PARTY** fails to deliver or perform the Outputs as set forth in Article 1.4 hereof within the period(s) specified in this Contract, or within any extension thereof which may be granted by the **FIRST PARTY** at its sole discretion pursuant to a written request made by the **SECOND PARTY** at a reasonable time prior to the delay.
- 3.3.2 As a result of force majeure, the **SECOND PARTY** is unable to deliver or perform a material portion of the Outputs as set forth in Article 1.4 hereof for a period of not less than sixty (60) calendar days after the **SECOND PARTY**'s receipt of the notice from the **FIRST PARTY** stating that the circumstance of force majeure is deemed to have ceased.
- 3.3.3 In whole or in part, at any time for its convenience, the **FIRST PARTY** may terminate this Contract at its convenience if it has determined the existence of conditions that make its implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 3.3.4 If the **SECOND PARTY** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the **SECOND PARTY**, *provided*, that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to either **PARTY**.
- 3.3.5 In case there is a *prima facie* determination by the **FIRST PARTY** that the **SECOND PARTY** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent,

collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing.

- 3.3.6 The **SECOND PARTY** fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Article 3.1 hereinabove, within thirty (30) days from receipt of such notice of suspension or within such further reasonable period as the **FIRST PARTY** may have subsequently approved in writing.
- 3.3.7 The **SECOND PARTY** fails to perform any other obligation under the Contract.
- 3.3.8 Upon termination of the Contract pursuant to any of the circumstances under this Article, the **SECOND PARTY** is obliged to refund the **FIRST PARTY** a pro-rata portion of the Contract amount based on the remaining term of the Contract.

3.4 TERMINATION BY SECOND PARTY

- 3.4.1 The **SECOND PARTY** must serve a written notice to the **FIRST PARTY** of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the **FIRST PARTY** with regard to such written notice within thirty (30) calendar days after the receipt thereof.
- 3.4.2 The **SECOND PARTY** may only terminate this Contract if any of the following events occurs:
 - 3.4.2.1 The **FIRST PARTY** is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) calendar days following its receipt of **SECOND PARTY**'s notice specifying such breach.
 - 3.4.2.2 As the direct and proximate result of force majeure, the **SECOND PARTY** is unable to perform a material portion of the Services for the periods provided in Article 1.4 hereinabove.
 - 3.4.2.3 The **FIRST PARTY** fails to pay any money due to the **SECOND PARTY** pursuant to this Contract within sixty (60) days after receiving written notice from the **SECOND PARTY** that such payment is overdue, and upon any extension of time given thereafter.

3.5 PAYMENT UPON TERMINATION

- 3.5.1 Upon termination of this Contract, the **FIRST PARTY** shall pay the **SECOND PARTY** the remuneration for Services that have been certified by the **FIRST PARTY** as completed prior to the effective date of termination.

3.6 CESSATION OF RIGHTS AND OBLIGATIONS

- 3.6.1 **Cessation of Services**



Upon termination of this Contract by notice of either **PARTY** to the other pursuant to Articles 3.3 or 3.4 hereof, the **SECOND PARTY** shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the **SECOND PARTY** and equipment and materials furnished by the **FIRST PARTY**, the **SECOND PARTY** shall proceed as provided in this Contract.

3.6.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Article 3.3 or 3.4 hereof, all rights and obligations of the **PARTIES** hereunder shall cease, except:

3.6.2.1 such rights and obligations as may have accrued on the date of termination; and

3.6.2.2 the obligation of confidentiality set forth in Article 4.

3.7 LIQUIDATED DAMAGES FOR DELAY

3.7.1 If the **SECOND PARTY** fails to deliver any or all of the Services within the period(s) specified in this Contract, the **FIRST PARTY** shall, without prejudice to its other remedies under this Contract and under the law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth (1/10) of one (1) percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the **FIRST PARTY** may terminate this Contract under Article 3.

ARTICLE 4 LIMITATIONS

4.1 DATA PRIVACY

4.1.1 In compliance with R.A. No. 10173 or the "Data Privacy Act of 2012", the **SECOND PARTY** warrants that it shall undertake reasonable steps to uphold the data privacy, security, and confidentiality of personal information and sensitive personal information, including but not limited to facial information and biometric data (collectively, Personal Data), confidential information, and proprietary information that it may gain access from the **FIRST PARTY** or any of its officers, employees, personnel, and other authorized representatives (collectively, data subjects) pursuant to the Contract.

4.1.2 The **SECOND PARTY** shall not collect, use, store, or process any Personal Data it may obtain as a result of or in relation to the Contract for any other purposes not specifically authorized by the **FIRST PARTY** through this Contract unless said processing is permitted by law. Such limitations include, but are not limited to, the legitimate business interests of the **SECOND PARTY** (e.g. marketing purposes and sharing on social media channels) unless the consent of the data subjects are obtained by the **SECOND**



PARTY, which consent shall be evidenced by the appropriate forms and documentation.

4.1.3 Further, the **SECOND PARTY** understands and hereby warrants that any data processing activity done in contravention of this Contract, or beyond the authorities so granted by the **FIRST PARTY**, shall make it liable as a personal information controller for all the personal data involved in said processing, and as such, it shall hold harmless and defend the **FIRST PARTY** or any of its officers, employees, personnel, or authorized representatives, for any suit, claim, or actions that may be filed by the data subjects against the **SECOND PARTY** which the **FIRST PARTY** may be made a party to.

4.2 INTELLECTUAL PROPERTY

4.2.1 The **SECOND PARTY** agrees that all the services performed and all information, materials, products, deliverables, literary or artistic works, and derivative works (collectively, commissioned works) developed pursuant to this Contract, and the copyrights thereon, shall be the exclusive property of the **FIRST PARTY** which shall hold all title and interest therein.

4.2.2 Pursuant to its exclusive proprietary rights, the **FIRST PARTY** shall have the sole and exclusive right *inter alia* to use, modify, or adapt the commissioned works developed by the **SECOND PARTY** during the performance of the Services pursuant to this Contract.

4.2.3 The **SECOND PARTY** agrees that the commissioned works shall not be used by the **SECOND PARTY** without the express written consent of the **FIRST PARTY**. This includes, but is not limited to, use in portfolios, social media, blogs, or other displays that are public or intended to attract business. This restriction is binding unless otherwise agreed in writing by the **FIRST PARTY**.

4.2.4 Should the **SECOND PARTY** wish to use any of the commissioned works for purposes not permitted under this Contract, they must obtain prior written consent from the **FIRST PARTY**. Such permission may be granted at the sole discretion of the **FIRST PARTY** and may be subject to certain conditions as stipulated by the **FIRST PARTY** at the time of the request.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures this _____ day of **MAY 03 2024**, 2024 in the City of Manila.

GOVERNANCE COMMISSION FOR GOCCs

By:



ATTY. MARIUS P. CORPUS
Chairperson

**CHRONOS & KAIROS EVENTS
MANAGEMENT SERVICES**

By:



JUN RYAN ARANAS
Owner-Proprietor

SIGNED IN THE PRESENCE OF:


JAYPEE O. ABESAMIS
Witness

Witness

CERTIFIED FUNDS AVAILABLE:


JOSUE C. ROSAL
OIC – Chief Accountant

ACKNOWLEDGEMENT

Republic of the Philippines)
_____ **MAKATI CITY** _____) S.S

BEFORE ME, a Notary Public for and in MAKATI CITY, Philippines, personally appeared the following and exhibited their respective identification documents:

NAME	ID NUMBER	DATE/PLACE ISSUED
ATTY. MARIUS P. CORPUS	Driver's License No. X01-81-000654	08 September 2023 Quezon City
JUN RYAN ARANAS	Driver's License No. N03-14-033466	25 October 2022 Quezon City

During such appearance, they declared to me (1) that they voluntarily affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

This instrument, including this page, has eight (8) pages.

WITNESS MY HAND AND SEAL, on the date and place first above written.

NOTARY PUBLIC

ATTY. JOEL FERRER FLORES

Notary Public for Makati City
Until December 31, 2024
Appointment No. M-115 (2023-2024)
Roll Of Attorney No. 77376
MCLC Compliance VIII No. 0001793-
Jan. 3, 2023 until Apr. 12, 2028
PTR No. 20073945/ Jan. 2, 2024/ Makati City
IBP No. 330740/ Jan. 2, 2024/ Pasig City
1107 Bataan St., Guadalupe Nuevo, Makati City

Doc. No. 277;
Page No. 88;
Book No. 13;
Series of 2024.

