



PROJECT: Procurement of Service Provider for the Conduct of Climate Action Advocacy Workshop and Show

MOA NO.: 2019-10-DRRMS(020)-BV-NPAA-063- MOA016

MEMORANDUM OF AGREEMENT (MOA)

THIS Agreement is made and entered into this ____ day of _____ 2019 by and between:

CULTURAL CENTER OF THE PHILIPPINES (CCP), a government-owned and controlled corporation, created by virtue of Presidential Decree No. 15, as amended, with principal office address at Roxas Blvd, Malate, Pasay, 1307 Metro Manila, Philippines, duly represented herein by its President, **MR. ARSENIO J. LIZASO** (hereinafter referred to as the “**CCP**”) of the other part.

-and-

DEPARTMENT OF EDUCATION, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, duly represented herein by its Undersecretary, **ALAIN DEL B. PASCUA**, (hereinafter referred to as the “**DEPED**”) of the one part.

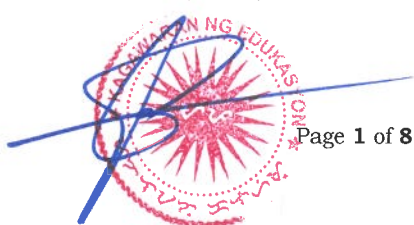
DepEd and **CCP** are collectively called “**Parties.**”

WITNESETH: That

WHEREAS, DEPED through the Disaster Risk Reduction and Management Service (DRRMS) is in need of a provider for a venue for the conduct of Climate Action Advocacy Workshop and Show on 19 Novemeber 2019;

WHEREAS, CCP certifies that (i) has the ability to deliver the services required by the DepEd for its project Climate Action Advocacy Show in celebration of the National Climate Change Conciousness Week; (ii) it has the absorptive capacity to undertake the said project – that the Little Theater on 19 November 2019 is available for lease to **DEPED** and its Arts Education Department, through its Sining Galing program will collaborate with DepEd-DRRMS project in the conduct of the workshop and advocacy production; and (iii) it has complied with all the required general conditions as provided for in Annex “H” of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184 on Agency-to-Agency Procurement;

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WHEREAS, the services of the **CCP** were procured by the **DEPED** through DRRMS, under Resolution to Award No. 2019-10-DRRMS(020)-BV-NPAA-063.

NOW, THEREFORE, PREMISES CONSIDERED, the Parties hereby agree as follows:

I. DURATION OF ENGAGEMENT

This Agreement will be for three (3) months from the provision of the first deliverables or eighty (80) calendar days.

II. DUTIES AND RESPONSIBILITIES

A. Of DEPED:

1. Secure attendance, participation, and parental consent of seventy-five (75) student participants through DepEd NCR CLMD;
2. Provide food and transportation for the students as arranged by DepEd NCR CLMD;
3. Attend the ideation workshop and support the facilitation of rehearsals and workshops;
4. Facilitate the invitation and distribution of tickets for both shows;
5. Give comments/approval on the submitted project plan, script concept/treatment/draft production outline, and rehearsal schedule;
6. Follow the technical rider conditions for the lease of the theater; and
7. Ensure the immediate release of the tranche payments as soon as deliverable is completed.

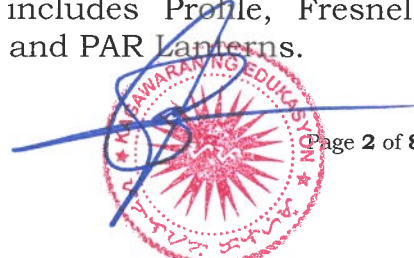
B. Of the CCP:

1. Prepare and submit project plan, script concept/treatment/draft production outline, and rehearsal schedule;
2. Facilitate all rehearsals and workshops;
3. Manage the technical preparations and operations including, but not limited to the production and stage design, lights, and sounds:
 - Production and Stage Design - Relevant production and stage design for the three parts of the show.
 - Lights Specifications - Appropriate lighting as deemed by the directors which includes Profile, Fresnel, Ground Row, Follow Spot, and PAR Lanterns.

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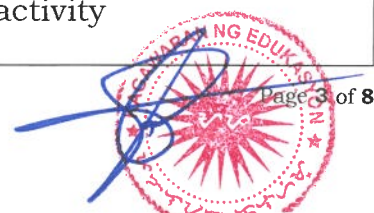
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- Sounds Specifications - Appropriate sound and equipment as deemed by the directors which includes Mixing Console, Playback, Power Amplifier, Speakers, Microphones, and Cue Phone Communication System.
4. Ensure that the Tanghalang Aurelio Tolentino, Little Theater shall be used for blocking and the technical dress rehearsal matinee performance and the show proper on 19 November 2019;
 5. Ensure that all technical requirements for the event are acquired, available, and properly working during the event for a smooth flow of the shows on 19 November 2019; and
 6. Submit a project report in hard and soft copy which covers narrative report of what transpired for the rehearsals accompanied by pictures and video documentation of the whole show saved in a CD upon completion of the Advocacy Show, with the following deliverable:

Deliverables	Timeline
Subject project plan/script concept/treatment draft production outline upon conduct of the Ideation Workshop Note: The Ideation Workshop will serve as the basis for project plan/script concept/treatment/draft production outline as we aim to highlight the student's voices and visions on climate change.	Within three (3) weeks after Ideation Workshop
Rehearsals Schedules	November 9, 16, and 18, 2019
Submit production and stage design	Within three (3) weeks after ideation workshop
Technical Dress Rehearsal	November 19, 2019 @ 9:00am
Show Proper	November 19, 2019 @ 3:00pm and 7:00pm
Submission of project report in hard and soft copy which covers narrative report of what transpired for the rehearsals	Within one (1) month after the conduct of the activity



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accompanied by pictures and video documentation of the whole show saved in a CD upon completion of the Advocacy Show	
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III. PAYMENT

DEPED shall pay, subject to government accounting and auditing rules and regulations, the services of the **CCP** in the amount of **PHILIPPINE PESOS ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 (P1,175,000.00) ONLY**, inclusive of VAT.

Remuneration payments to **CCP** shall be made based on the schedule below:

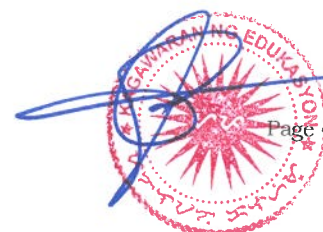
Activity	Percentage of Budget
Upon acceptance by Department of Education (DepEd) of project plan and concept	20% or Php235,000.00
Within two (2) weeks upon acceptance by Department of Education (DepEd) of report of ideation workshop, script concept/treatment/draft production outline, rehearsal schedule; and the conduct of pre-production meeting and/or production script analysis	60% or Php705,000.00
Within one (1) month after the conduct of the activity and acceptance by Department of Education (DepEd) of project report and video recording of the show.	20% or Php235,000.00

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IV. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights created by this Memorandum Of Agreement shall be owned by **DEPED**. **CCP** holds **DEPED** free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties relative to this Memorandum of Agreement.

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[Signature]

V. DATA PRIVACY, SECURITY AND NON-DISCLOSURE CLAUSE

The **CCP** acknowledges that this Agreement is dependent on the trust and confidence reposed on it by **DEPED**. It also acknowledges that, in the course of carrying out the duties under this Agreement, it may receive documents, or become privy to confidential matters and/or sensitive discussions with or between **DEPED** official (the “Confidential Information”), it shall comply with the relevant provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and pertinent circulars of the National Privacy Commission. The **CCP** shall not use any confidential information, or make copy, record, duplicate any document or reduce it into writing, without the prior written consent of **DEPED**, acquired during the term of this agreement, unless otherwise provided by law.

The **CCP** shall submit outputs directly to the designated project manager within DepEd-DRRMS for review and endorsement for payment. All materials, data and information used and generated through this project will be the sole property of DRRMS. The **CCP** shall not use or disseminate these documents for their own research purposes without the written consent of **DEPED**.

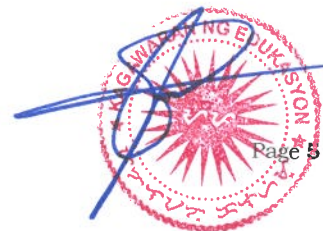
V. AMENDMENTS

All amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the **Parties**, subject to the requirement for contract amendment under Republic Act No. 9184 and its revised Implementing Rules and Regulations (IRR).

VI. MISCELLANEOUS

DEPED shall have the right to engage the services of other Service Providers, at any time at its sole discretion, for records that have not been referred to **CCP**.

DEPED reserves the right to amend any of the above terms and conditions upon written notice to **CCP**. Such changes shall become effective and binding upon **CCP** in the event it does not object or reply to such written notice within a period of ten (10) days from **CCP's** receipt of said notice.



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VII. LIQUIDATED DAMAGES


The **CCP** shall be liable for the damages for failure to deliver any or all of the goods and/or delay in its performance of the services within the period specified in this Contract and under applicable law, deduct from the contract price as liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to the **CCP**, or collect from any of the securities or warranties posted by the **CCP**, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind the Contract without prejudice to other causes of action and remedies open to it.

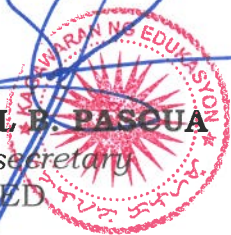
VIII. SETTLEMENT OF DISPUTES

The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242¹ and Executive Order No. 292.² Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASQUA
Undersecretary
DEPED

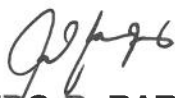



ARSENIO J. LIZASO
Authorized Representative
CCP

¹ Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, Including Government-Owned and Controlled Corporations, and for Other Purposes.

² Administrative Code of 1987

SIGNED IN THE PRESENCE OF:


ORLANDO B. BARACHINA
DepEd's Witness


EVA MARI D.G. SALVADOR
CCP's Witness


APPROVED BY:


ATTY. SALVADOR C. MALANA III
Assistant Secretary
Procurement and Administration



REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

FUNDS AVAILABLE: ₱1,175,000


MA. RHUNNA L. CATALAN
Chief Accountant III
PASIG CITY

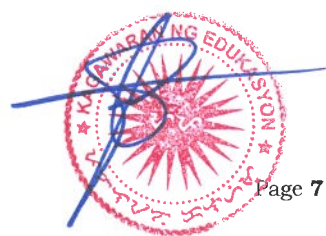
ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this OCT 31 day of 2019 personally appeared:

NAME	GOVERNMENT ISSUED ID (Number, Issued On, Issued By)
ALAIN DEL B. PASCUA Undersecretary DEPARTMENT OF EDUCATION	EC7146422 DFA-MANILA MAR. 17, 2021
ARSENIO J. LIZASO Authorized Representative CCP	EC6243049 DFA-MANILA DEC. 16, 2020

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a MEMORANDUM OF AGREEMENT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.





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

Doc. No. 5;
Page No. 2;
Book No. (X4);
Series of 2019.

EMW
ATTY. EDWIN G. CONDAYA
NOTARY PUBLIC
PASIG, PATEROS, SAN JUAN
UNO DE FEB. 21, 2019
PTR NO. 3826099 / 1-03-19
NOTARY PUBLIC
IBP NO. 019004 / 12-19-17 / UNTIL 2019
ROLL NO. 26683
TIN NO. 210-588-191-000
MCLE V-0004493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO PASIG CITY

