

CONTRACT OF PROFESSIONAL SERVICES**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Professional Services, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director **PAULINA SUACO-JUAN**, hereinafter referred to as **CITEM**;

-and-

YELLOWTRACE, a company with business address at Suite 1.09, 46a Macleay, Potts Point, NSW 2011, Australia, represented herein by **NICHOLAS HUGHES** and hereinafter referred to as **"YELLOWTRACE"**.

WITNESSETH:

WHEREAS, the Center for International Trade Expositions and Missions (CITEM), the export promotions agency of the Philippine Department of Trade and Industry, is mandated to promote the Philippines as a reliable source of quality export products and services in the global market through trade fairs and missions and other export promotions program;

WHEREAS, CITEM, through its organization of country participations in priority markets, has promoted the Philippines as a hub for design-oriented manufacturers and producers in the global market and has consistently featured the latest creations and design trends in home, fashion, and holiday and gifts;

WHEREAS, CITEM will organize a country pavilion participated by at least five (5) Philippine home/furniture/fashion brands in Fuorisalone for the first time;

WHEREAS, Fuorisalone, a set of events distributed in different areas of Milan on the same days when the Salone Internazionale del Mobile takes place, is an important platform that offers a support system to companies, agencies, private people or associations for the conception, creation and promotion of events during the Milano Design Week, which attracts buyers from all over the world;

WHEREAS, said event will offer significant marketing and promotional opportunities for CITEM to introduce Philippine brands that embody Filipino craftsmanship and creativity to the global market;

WHEREAS, the exposure of participating Philippine brands will put Philippines' design and quality front and center to create a niche in international sourcing circles as buyers' reliable source of export products competing with quality, value, creativity and reliability;

WHEREAS, in order to effectively leverage on this positioning, it is deemed necessary to engage the services of experts who will be able to highlight the Philippine participation through content creation and amplification to generate greater awareness of Philippine brands and their rich design and craftsmanship tradition among the design communities worldwide that will be present in Fuorisalone and Milano Design Week;

WHEREAS, the expertise and influence required by CITEM is beyond the in-house capability and local network of CITEM;

WHEREAS, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted Negotiated Procurement - Overseas Procurement in accordance with GPPE-Resolution No. 28-2017 dated 31 July 2017 in hiring the services of an International Publicist, for the purpose of supporting the mandate of CITEM to promote Philippine products to global markets;

WHEREAS, the CITEM-BAC awarded the contract to **YELLOWTRACE** being the sole most responsive bidder;

WHEREAS, **YELLOWTRACE** is qualified to act based on its extensive background and experience as a company with exposure for its works, thus, engenders common trust and confidence among major stakeholders of CITEM; and

NOW, THEREFORE, for and in consideration of the foregoing premises the Parties have agreed to undertake the following terms and conditions:

ARTICLE I. YELLOWTRACE shall:

A. Content Creation

1. The International Publicist will create a story, in a form of advertorial, delivering a comprehensive review of a Design Philippines event highlighting key brands and their offerings. To create the story, Yellowtrace will carefully conduct its research, developing the story to generate optimal engagement with its audience.

The Custom Story will appear as follows:

- Feature article on the day of publishing, appearing on the Yellowtrace homepage for approximately two weeks
- Shared to Yellowtrace's daily newsletter subscribers on the day of publishing and to its weekly newsletter subscribers one week after publication
- The article will remain on the website indefinitely

2. The International Publicist will deliver a comprehensive preview of the Philippine Pavilion in the lead-up to Fuorisalone 2020, highlighting key brands and their product lineup.

The Custom Story will appear as follows:

- Feature article on the day of publishing, appearing on the Yellowtrace homepage for approximately two weeks
- Shared to Yellowtrace's daily newsletter subscribers on the day of publishing and to its weekly newsletter subscribers one week after publication
- The article will remain on the website indefinitely

B. Social Media Sharing

1. With Yellowtrace having a significant following and reach across a key selection of social media platforms, enabling engagement with their audience on a different level, with more personal and instantaneous interactions no matter where they are in the world, each of the advertorials shall also be customized and shared to Yellowtrace's official social media accounts as:

- 1x Instagram post
- 1x Instagram Story
- 2x Facebook posts
- 1x share to each of: Twitter / LinkedIn

C. Other Deliverables

1. Provide advice on the Philippine participation and presentation in Fuorisalone, including identifying key brands with huge potential in the show.
2. Offer consultation on how Philippine brands can penetrate key and emerging markets.
3. Invite international press to visit the Philippine booth in Fuorisalone.
4. Recommend and/or link to publications in Milan for a possible feature or advertisement.

ARTICLE II. CITEM shall:

1. Assign a CITEM Project Officer to act as point person in performing all the deliverables related to the event, and
2. Provide all necessary information such as Philippine company contacts and product details, and photographs as requested by the International Publicist for the creation of content.

ARTICLE III: COST OF SERVICES AND MODE OF PAYMENT**Professional Fee**

For and in consideration of the services to be rendered, CITEM obligates to compensate the International Publicist the amount of Nine Hundred Thousand and Eight Thousand Pesos (P908,000.00), inclusive of all taxes, to cover the Philippine participation in Fuorisalone 2020.

Mode of Payment

The professional fee shall be paid based on the schedule specified and upon compliance of the following:

- 30% - upon submission of content proposal including specific deliverables and timeline
Deliverables: submission of proposal
- 30% - upon publication and sharing of the first full editorial on Pre-Event Review
Deliverables: Editorial live on website and social media accounts
- 40% - upon completion and sharing of the pre-Fuorisalone story and submission of summary of all content published.
Deliverables: Editorial live on website and social media accounts and report on summary of content

ARTICLE IV: MISCELLANEOUS PROVISIONS

1. The Parties hereto agree that in the event of any dispute or difference between them arising out of this agreement or in the interpretation of its provisions, they shall endeavour to meet together in an effort to resolve such dispute amicably.
2. In appropriate cases, the Parties may execute a supplementary agreement to clarify issues. If a dispute cannot be settled by mutual discussion within 30 days from commencement of discussions, the Parties shall refer the matter for Mediation-Arbitration in accordance with the Alternative Dispute Resolution Act of 2004 and other applicable laws and rules.
3. This Contract of Professional Services shall take effect from December 2019 and shall be valid until April 2020 or until the Undertaking as set forth herein is fully completed by the Parties, whichever comes later.
4. In the event that YELLOWTRACE fails to deliver any of the undertakings stated above without justifiable reasons, a percentage from the professional fee will be deducted, depending on the weight of the undertaking not delivered, by way of penalty, as stated in the Matrix of Valuation.

5. GROUNDS FOR TERMINATION OF CONTRACTS**1. Termination for Default**

CITEM shall terminate a contract for default when any of the following conditions attend its implementation:

- a. Outside of force majeure, YELLOWTRACE fails to deliver or perform the outputs and deliverables within the period specified in the Contract of Professional Services, or within any extension thereof granted by CITEM pursuant to a request made by the Agency prior to the delay;
- b. As a result of force majeure, YELLOWTRACE is unable to deliver or perform a material portion of the outputs and deliverables for a period of not less than 10 calendar days after the Agency's receipt of notice from CITEM stating that the circumstance of force majeure is deemed to have ceased; or

a. YELLOWTRACE fails to perform any other obligation under the Contract of Professional Services.

II. Termination for Convenience

1. It is hereby agreed that CITEM may terminate the Contract of Professional Services, in whole or in part, at any time for its convenience. That CITEM may terminate a contract for its convenience if it has determined the existence of conditions that make project implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law, agencies new directions, and national government policies.

In this event, payment of fees of services rendered shall be due to YELLOWTRACE by CITEM.

2. That CITEM may terminate this agreement if CO STUDIO ADVERTISING SERVICES INC. is in material breach of its obligations pursuant to the Contract of Professional Services and has not remedied the same within 30 calendar days following its receipt of YELLOWTRACE's notice specifying such breach.

3. It is understood that the Parties have affirmed that the implication of this Contract of Professional Services shall be in accordance with government rules and regulations.

4. That both Parties shall exert both their efforts to achieve the objectives of this undertaking.

5. That should for any reason, or in any case finds this Contract of Professional Services inconsistent and will violate any other applicable provisions of the law, and the same does not invalidate all provisions of this agreement, the parties agree to mutually find the best possible solution in order to achieve and accomplish the above cited undertaking.

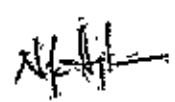
6. That should there be conflict or disagreement arising from the interpretation of this Contract of Professional Services, the Parties shall mutually agree to arrive at a fairly amicable solution.

7. Both Parties will not be held liable for failure to perform their undertaking if such failure is a result of extraordinary event or circumstances, such as force majeure or Acts of God.

8. That both Parties agree that in all matters relating to this Agreement whether during its subsistence or after its termination, and also in all matters concerning the provisions of this.

ARTICLE V: AMENDMENTS

Any amendments to the provisions, stipulations and covenants of the parties shall only be valid if the same are made in writing, signed by the parties hereto and their witnesses, and duly acknowledged before a notary public.



IN TESTIMONY WHEREOF, the parties have affixed their signatures on this _____ of _____ 2018, here at Pasay City, Philippines;

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)

YELLOWTRACE

By:

PAULINA SUAGO-JUAN
Executive Director

NICHOLAS HUGHES
Managing Director

Signed in the presence of

ATTY. ANNA GRACE I. MARPUR
OIC - Department Manager

MALERNA C. BUYAO
OIC, Division Chief
Controllership Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY, METRO MANILA)SIS

BEFORE ME, a Notary Public for and in the _____ day of _____, 2018, personally appeared the following:

	COMPETENT EVIDENCE OF IDENTITY	DATE AND PLACE ISSUED
1. PAULINA SUAGO-JUAN	_____	_____
2. NICHOLAS HUGHES	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their voluntary act and deed as well as free and voluntary act and deed of the entities they represent;

This Contract of Professional Services consisting of five (5) pages, including this page, wherein this acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place above stated;

NOTARY PUBLIC

DOC. NO. _____
PAGE NO. _____
BOOK NO. _____
SERIES OF 2018

IN TESTIMONY WHEREOF, the parties have affixed their signatures on this _____
of _____ 2019, here at Pasay City, Philippines.

**CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS (CITEM)**

YELLOWTRACE

By:


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Executive Director

NICHOLAS HUGHES
Managing Director

Signed in the presence of


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OIC - Department Manager


MALERNA C. BUYAO
OIC, Division Chief
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NOTARY PUBLIC

DGC. NO. _____
PAGE NO. _____
BOOK NO. _____
SERIES OF 2019