

CONTRACT OF PROFESSIONAL SERVICES

CL 19 05 13 

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, 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-

NINE26 MARKETING CONSULTANCY, a duly-registered private company engaged in business and management consultancy activities, with office address at No. 433 Canlapan Street, San Juan, Malolos City, Bulacan, represented in this act by its **PRESIDENT RONA JOY C. BULAONG**, hereinafter referred to as the "Search Engine Marketing Strategist".

WITNESSETH:

WHEREAS, the Search Engine Marketing Strategist is a digital marketing expert that specializes in search engine optimization (SEO) and search engine marketing (SEM) tasked to strategize and purchase search keywords for the Philippine participation of Maison et Objet 2019;

WHEREAS, the Search Engine Marketing Strategist must identify Google search keywords relevant to the exhibitors participating in Maison et Objet 2019;

WHEREAS, the Search Engine Marketing Strategist must create advertising sets with the Google PPC SEM console;

WHEREAS, the Search Engine Marketing Strategist must analyze website traffic of CITEM's Maison et Objet 2019 microsite delivered by the search engine marketing effort;

WHEREAS, the Search Engine Marketing Strategist must categorize the initial set of purchased keywords as "High Performing," "Performing," and "Non-performing," and provide recommendations for SEM keywords going forward;

WHEREAS, the CITEM Bids and Awards Committee (CITEM-BAC) has conducted Negotiated Procurement in accordance with Section 53.6 of RA 9184 in hiring the media services of the Search Engine Marketing Strategist, for implementing the objectives of the pay-per-click Google Search advertising of the Philippine participation in Maison et Objet 2019;

WHEREAS, the CITEM-BAC awarded the contract to NINE26 MARKETING CONSULTANCY being the single most responsive bidder, which gets likewise the highest point in the technical evaluation and has substantially complied with all the technical and legal documents are required;


WHEREAS, the Search Engine Marketing Strategist is qualified to act based on her extensive background and experience as an individual with international exposure for her work, thus, engenders common trust and confidence among major stakeholders of CITEM.

NOW THEREFORE, for and in consideration of the foregoing premises considered the parties hereby agree to the following stipulations and covenants:

ARTICLE I. SCOPE OF WORK

The Search Engine Marketing Strategist shall:

1. Submit a list of thirty (30) search keywords to be purchased in pay-per-click (PPC) arrangement with Google Search upon contract signing;
2. Execute three (3) running advertising sets for a simultaneous 30-day period on the Google pay-per-click search marketing console;
3. Shoulder the advertising cost for the three (3) running sets during the 30-day active advertising period;
4. Submit a narrative report of the website traffic garnered by CITEM's Maison et Objet microsite, with URL www.citem.com.ph/maison-objet, from the PPC advertisements upon termination of the advertising duration;
5. Submit a Search Keyword Report based on the performance of the initial thirty (30)-item purchased keywords, with recommendation for succeeding search engine marketing efforts prior to the end of her official engagement with CITEM.



ARTICLE II. CITEM'S RESPONSIBILITIES

CITEM shall:

1. Assign the following to assist the Search Engine Marketing Strategist:
 - a. CITEM Project Coordinator who will perform all administrative requirements related to the program, such as but not limited to, routing the list of keywords to CITEM management for approval, making the link between the Search Engine Marketing Strategist and the CITEM management, and monitoring the advertising performance of the purchased keywords;
2. Provide adequate funding to effectively implement the PPC SEM efforts.

ARTICLE III. COST OF SERVICE AND MODE OF PAYMENT

Professional Fee

For and in consideration of the services to be rendered, CITEM obligates to compensate the Search Engine Marketing Strategist the amount of One Hundred Thousand Pesos (Php 100,000.00), inclusive of all taxes and Google advertising expenses, to cover the PPC SEM of the Philippine participation to Maison et Objet.

Mode of Payment

The Professional fee herein agreed upon shall be paid on a one-time basis upon compliance of the following:

1. Submission of the list of thirty (30) search keywords to be purchased in pay-per-click (PPC) arrangement with Google Search;
2. Execution of the three (3) running advertising sets for a simultaneous 30-day period on the Google pay-per-click search marketing console;
3. Submission of the narrative report of the website traffic garnered by CITEM's Maison et Objet microsite, with URL www.citem.com.ph/maison-objet, from the PPC advertisements upon termination of the advertising duration; and
4. Submission of the Search Keyword Report based on the performance of the initial thirty (30)-item purchased keywords, with recommendation for succeeding search engine marketing efforts prior to the end of her official engagement with CITEM.

Report Writing

1. Submit Accomplishment Report/s in support of payments made by CITEM; and
2. Submit a Terminal Report within one (1) month after the end of the engagement period (after October 6, 2019) without prejudice to the mode of payment thereof.

ARTICLE IV. GENERAL GUIDELINES

1. CITEM acknowledges that technologies, reports, and data visualization tools and materials introduced and used as reference for search engine marketing shall remain exclusively for use and purpose by CITEM. Hence, CITEM shall not do any act inconsistent with such usage and purpose.
2. It is hereby agreed that this Contract of Professional Services does not concede any artistic or technological rights or exploitation rights on the creations contained in the reference materials that are shared by the Search Engine Marketing Strategist with CITEM.
3. Consequently, any use by CITEM of such materials not authorized by this agreement will be at CITEM's sole risk.
4. Copying, sharing or distribution of all other works provided by the Search Engine Marketing Strategist shall be prohibited unless otherwise permitted.
5. CITEM agrees that the Search Engine Marketing Strategist may enter into a separate agreement with companies on copyrights and develop personal collaborations between the companies.

ARTICLE V. MISCELLANEOUS PROVISIONS

1. This Contract of Professional Services shall take effect from September 5, 2019 and shall be valid until October 6, 2019 as set forth herein is fully complied by the Parties, whichever comes later.



2. In the event that the Search Engine Marketing Strategist 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.

3. GROUND FOR TERMINATION OF CONTRACTS

I. Termination for Default

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

- a. Outside of force majeure, the Search Engine Marketing Strategist fails to deliver or perform the outputs and deliverable within the period specified in the Contract of Professional Services, or within any extension thereof granted by CITEM pursuant to a request made prior to the delay;
- b. As a result of force majeure, the Search Engine Marketing Strategist is unable to deliver or perform a material portion of the outputs and deliverable for a period of not less than 10 calendar days after the receipt of notice from CITEM stating that the circumstance of force majeure is deemed to have ceased; or
- c. The Search Engine Marketing Strategist fails to perform any other obligation under the Contract of Professional Service.

II. Termination for Convenience

- a. 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 event/s or changes in law, agencies new directions, and national government policies. That CITEM may terminate this agreement, if the Search Engine Marketing Strategist is in material breach of its obligations pursuant to the contract and has not remedied the same within 30 calendar days following its receipt of the Search Engine Marketing Strategist's notice specifying such breach.

In this event, payment of fees of services rendered shall be due to the Search Engine Marketing Strategist by CITEM.

- b. That CITEM may terminate this agreement if the Search Engine Marketing Strategist 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 the Search Engine Marketing Strategist's notice specifying such breach.
- c. 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.
- d. That both Parties shall exert both their efforts to achieve the objectives of this undertaking.
- e. 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 to mutually find the best possible solution in order to achieve and accomplish the above cited undertaking.
- f. 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.
- g. 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.
- h. 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 TRUTH WHEREOF, the parties hereto hereunto set their hands this _____ Day of _____ 2019, in 19 JUN 2018.

NINE26 MARKETING CONSULTANCY

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)

By:



RONA JOY C. BULAONG
President

By:



PAULINA SUAGO-JUAN
Executive Director

Signed in the presence of:



ARTURO CRUZ DIMAANO
Department Manager III, CCSD



MALERNA C. BUYAO
OIC, Controllershship Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S

BEFORE ME, a Notary Public for and in the City of PASAY CITY, on this 20 SEP 2019 day of September 2019 personally appeared the following:

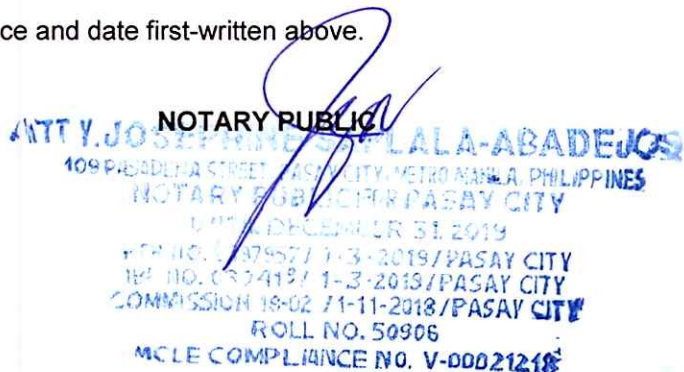
Name	Competent Evidence of Identity	Issued at/ on
_____	_____	_____
_____	_____	_____

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 free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of five (5) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

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

Doc. No. 170
Page No. 35
Book No. 92
Series of 2019


ATTY. Y. JOSEPHINE S. LALA-ABADEJOS
NOTARY PUBLIC
109 PASADENA STREET, PASAY CITY, METRO MANILA, PHILIPPINES
NOTARY PUBLIC FOR PASAY CITY
EXPIRES: DECEMBER 31, 2019
PTR NO. 179577 / 1-3-2019 / PASAY CITY
REG. NO. C32419 / 1-3-2019 / PASAY CITY
COMMISSION 18-02 / 1-11-2018 / PASAY CITY
ROLL NO. 50906
MCLE COMPLIANCE NO. V-00021218