

CS 200118 *J*

CONTRACT OF CONSULTANCY SERVICES

(For Digital and Content Marketing Consultant)

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into by and between:

THE CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM), 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, Philippines, represented in this Agreement by its Executive Director, **PAULINA SUACO-JUAN**, and hereinafter referred to as the "CITEM,"

and

MA. CRISTINA A. ACOSTA with postal address at 823 Guinhawa St. Barangay Plainview, Mandaluyong, hereinafter referred to as the "Digital and Content Marketing Consultant"

WITNESSETH, THAT:

WHEREAS, CITEM is mandated to develop, nurture, and promote globally competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities;

WHEREAS, CITEM provides export-driven programs, spearheads official participation in overseas trade fairs and organizes signature events in the Philippines and high-profile promotional activities in key markets abroad;

WHEREAS, CITEM is an organization in need of transformation and retooling to be more competitive for the fast-changing global market;

WHEREAS, there is a need for CITEM to hire a Digital and Content Marketing Consultant with expertise in strategic planning, business development, integrated marketing communications and content marketing who can help translate the CITEM's vision into strategies, operational plans and metrics;

WHEREAS, the services for said initiative require adequate technical and professional expertise that is beyond the capability and/or capacity of CITEM to undertake;

WHEREAS, the Digital and Content Marketing Consultant offered to deliver the said services needed by CITEM, to which the latter has accepted;

WHEREAS, the Digital and Content Marketing Consultant performing the obligations within this agreement hereby attests that she is not related within the third degree of consanguinity or affinity to the hiring authority and/or representative of CITEM;

NOW THEREFORE, considered the parties hereby agree to the following stipulations and covenants:

I. OBLIGATIONS OF THE PARTIES

CITEM SHALL:

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1. Pay the amount of Seven Hundred Two Thousand Pesos (Php 702,000.00) to the Digital and Content Marketing Consultant, inclusive of tax and subject to applicable government accounting and auditing rules and regulations. Schedule of payments shall be as follows:

Deliverables/Activities	Means of Verification	Payment
March 2020: Submission of Business Development Proposal for CreatePH 2020	Business Development Proposal for CreatePH 2020 signed by immediate supervisor	Php 117,000.00
April 2020: Submission of Business Development Proposal for Manila FAME 2020	Business Development Proposal for Manila FAME 2020 signed by immediate supervisor	Php 117,000.00
May 2020: Submission of IFEX NXTFOOD ASIA Digital Platform Proposal	IFEX NXTFOOD ASIA Digital Platform Proposal (inclusive of concept, wireframes or content architecture and visual pegs) signed by immediate supervisor	Php 117,000.00
June 2020: Submission of CreatePH Digital Platform Proposal	CreatePH Digital Platform Proposal (inclusive of concept, wireframes or content architecture and visual pegs) signed by immediate supervisor	Php 117,000.00
July 2020: Submission of SSX Digital Platform Proposal	SSX Digital Platform Proposal (inclusive of concept, wireframes or content architecture and visual pegs) signed by immediate supervisor	Php 117,000.00
August 2020: Submission of Business Development Proposal for IFEX NXTFOOD ASIA 2021	Business Development Proposal for IFEX NXTFOOD ASIA 2021 signed by immediate supervisor	Php 117,000.00
TOTAL		Php 702,000.00

THE DIGITAL AND CONTENT MARKETING CONSULTANT SHALL:

1. Perform technical/specialized function that is necessary and essential to CITEM and is not performed by the regular personnel of CITEM.

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2. Report directly to the Executive Director at least three (3) days a week from Monday – Friday between 7:00 AM – 6:00 PM.
 3. Develop concepts for corporate partnerships that can help CITEM signature shows and OTFs augment expenses and/or generate revenue.
 4. Work with Operations and CCSD in developing the digital trade show.
 5. Work with Management in finding ways to create long term value for CITEM and its properties.
 6. Provide guidance and direction to Operations and CCSD in planning, conceptualizing and executing content and marketing communications for signature shows and OTFs.
 7. Work with Operations and Web Marketing in developing the digital trade and community platforms for all signature shows.
 8. Work with HR and Management in evaluating and reorganizing CCSD into a group/department who can respond to the evolving landscape of trade promotions.
 9. In the performance of its obligations under this agreement, ensure the privacy and security of any or all confidential, privileged, personal and/or sensitive personal information that the Digital and Content Marketing Consultant may have access to, and shall store, use, process and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012", and its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the Digital and Content Marketing Consultant shall be subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.
 10. Exercise its best professional effort in performing the services described herein, including cooperating in good faith at all times with CITEM.
- II. **FORCE MAJEURE.**- In case of force majeure or similar condition, which may result in the delay or prevents the timely completion or fulfilment of this agreement, the party with knowledge thereof shall notify the other in writing, specifying the cause and its implications and consequences on the agreement, hence adopt a remedy favorable to both parties.
- III. **AMENDMENTS.**- Any amendment to this contract must be upon agreement made in writing and signed by both parties. Any written amendment agreed to and made after the signing of this Memorandum of Agreement shall form part and parcel of this Agreement.
- IV. **TERMINATION.** - This agreement may be terminated by the parties prior to the expiration of the agreement period upon ten (10) calendar days' prior written notice on any of the following grounds: (1) breach of any of the terms and

conditions of the agreement; (2) failure by any of the parties to perform the agreed deliverables; and (3) situations/circumstances that would make it impossible for the project to be carried out.

- V. **NON-WAIVER.** - No failure, omission, or delay of any of the parties in exercising any of its rights, privileges, or remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.
- VI. **SEPARABILITY.** - In the event that any term or condition of this agreement shall be determined by a competent court to be invalid, in conflict with, or unenforceable under any law, rule or regulation of the government or any subdivision thereof, such term or condition shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this agreement.
- VII. **AUDITING LAWS AND REGULATIONS.** - The parties agree to strictly comply with government accounting and auditing laws, rules, and regulations to ensure that the services subject of this agreement are properly valued and recorded.
- VIII. **RELATIONSHIP OF THE PARTIES.** - There shall be no employer-employee relationship between CITEM and the Digital and Content Marketing Consultant as a consequence of this contract, and that the services rendered hereunder are not considered and shall not be accredited as government service. Hence, the Digital and Content Marketing Consultant shall not be entitled to benefits enjoyed by government employees. Neither shall they be entitled to overtime pay.
- IX. **NON-EXCLUSIVITY.** - Nothing herein is intended nor shall be construed as creating any exclusive arrangement among the parties. This agreement shall not restrict any party from entering into any similar, equal or like agreements with other persons or entities. Likewise, in no case shall this agreement be construed as creating a partnership as contemplated in the Civil Code of the Philippines, nor shall any party hereto be deemed a representative of the other party for any purpose.
- X. **OWNERSHIP OF WORKS.** - Any intellectual creation related to this agreement including restrictions on future use thereof, if any, shall be subject to the applicable provisions of the Civil Code and Intellectual Property Code of the Philippines.

The CITEM shall not be liable for any infringement of intellectual property rights arising from the use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the Digital and Content Marketing Consultant must hold the CITEM free and harmless against such claims."

- XI. **STANDARDS OF PERFORMANCE.** - The parties undertake to act in good faith with respect to each other's rights and obligations under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement promptly within the specified timelines.
- XII. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or related to this agreement, the same shall be settled amicably by mutual consultation between the parties. However, in case the parties still fail to settle their dispute,

the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Pasay.

XIII. **EFFECTIVITY.** This Memorandum of Agreement shall take effect commencing **01 March 2020 to 31 August 2020**. Any modification may be introduced is subject to the approval of both Parties.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives have signed this Memorandum of Agreement, this ___ day of _____, in the City of Pasay.

By:


PAULINA SUACO – JUAN
Executive Director


MA. CRISTINA A. ACOSTA
Digital and Content Marketing Consultant

Signed in the presence of:


FLORENCE PEARL M. BUENSALIDO
Chief, HRM Division


MALERNA C. BUYAO
Chief, Controllership Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
PASAY CITY }s.s

BEFORE ME, a Notary Public for and in Pasay City, Philippines, on this _____ day of _____ 2020, personally appeared to me with their following Government-issued Identification Cards:

Name	ID Presented/No.	Date and Place of Issue
PAULINA SUACO-JUAN	_____	_____
MA. CRISTINA A. ACOSTA	_____	_____

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed.

This instrument consisting of six (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Notary Public

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2020