CONTRACT OF PROFESSIONAL SERVICES

(MEDIA CHANNEL TO IMPLEMENT AND DELIVER THE OBJECTIVES OF THE CONTINUED DEVELOPMENT OF THE DTCP (FAME+)

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. Sen. Gil J. Puyat Avenue, Pasay City, represented in this act by its EXECUTIVE DIRECTOR, **PAULINA SUACO-JUAN**, respectively, hereinafter referred to as **"CITEM"**;

- and -

IPG MEDIABRANDS PHILIPPINES, INC., a duly-registered private company with office address at 29/F, The Trade and Financial Tower, 7th Avenue cor. 32nd Street, Global City, represented in this act by its CHIEF EXECUTIVE OFFICER, **VENUS R. NAVALTA**, hereinafter referred to as **"IPG Mediabrands"**.

- WITNESSETH -

WHEREAS, CITEM is the export promotion arm of the Philippine Department of Trade and Industry (DTI);

WHEREAS, CITEM contributes to the DTI's export growth targets by marketing and promoting the Philippines as a reliable source of quality export products and services in the global market through trade fairs and missions and other export promotion programs;

WHEREAS, CITEM is committed to developing, nurturing, and promoting globally-competitive small and medium enterprise (SME's), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities;

WHEREAS, CITEM embarks on Manila FAME Digital Trade and Community Platform (DTCP), a game-changing collaborative content-generation environment where Filipino exhibitors are given opportunity to showcase their products to the millions and billions of Internet users worldwide. This digital space narrows the gap between local exporters and their potential target market regardless of geographical locations.

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted procurement activity in accordance with Sec 53. 6 of RA 9184 Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services, for the purpose of *HIRING OF MEDIA CHANNEL TO IMPLEMENT AND DELIVER THE OBJECTIVES OF THE CONTINUED DEVELOPMENT OF THE DTCP (FAME+);*

WHEREAS, the IPG Mediabrands' framework of Better Science-Better Art-Better Outcomes as well as its excellent track record in successfully delivering FAME+ in October 2020 put the company in the best position to satisfactorily deliver the requirements for this project;

WHEREAS, the quotation submitted by the said supplier, and given rates stated by the end-user in its market study were indicated in the attached Abstract of Quotation;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby execute this Contract of Professional Services outlining the responsibilities for the implementation, delivery, provision and execution of Media Channel to implement and deliver the objectives of the continued development of the DTCP (FAME+).

I

Article 1. SCOPE OF SERVICES

1.1 The Contractor shall provide services and abide with the specifications stated hereunder:

PARTICULARS	AMOUNT
MEDIA CHANNEL TO IMPLEMENT AND DELIVER THE OBJECTIVES OF THE CONTINUED DEVELOPMENT OF THE DTCP (FAME+)	Php 2,500,000.00

1.2. **Scope of Work:**

1. UI/UX SCOPE OF WORK

a. Provide inputs to the current project sitemap to improve usability and navigational mobility.

b. Gather and evaluate user (CITEM stakeholders) requirements in consultation with the DTCP Project Team.

c. Execute the list of requirements detailed under Specific Plan of Action above.

d. Understand business metrics and be able to translate project goals and objectives into digital experiences.

e. Be adaptable to changes in the project requirements as agreed upon with the DTCP Project Team.

f. Enhance multiple user browsing experiences with a content management system and maintenance in mind.

g. Enhance browsing experience through an intuitive and user-friendly website design; taking into consideration the diverse age range of users (20-35 yrs. old, 36-49 yrs. old, and 50-65 yrs. old).

h. Build an enhanced mobile-first, responsive website.

i. Provide an enhanced graphic user interface (GUI) elements, like navigation, tabs, forms, widgets, search fields, forms, page buttons, and other necessary components.

j. Develop an enhanced age-by-page graphic designs, prototypes, and wireframes.

k. Conduct usability testing and submit an analytical assessment report to the DTCP Project Team.

l. Conduct Quality Assurance and submit a report and assessment of this activity to the CITEM Project Team.

m. Conduct a usability workshop relevant to the DTCP.

2. UI/UX DELIVERABLES

PHASE 1

   ⌐   Discussion with the CITEM Project Team about the project requirements and expected outputs;

PHASE 2

- ⌐   An information architecture;

- F   A sitemap and hierarchical taxonomy;

- ⌐   Experience Maps, User Journeys, and User Flow Diagram;

PHASE 3

- ⌐   A visual design direction or guide;

- ⌐   Graphic User Interface Wireframe

PHASE 4

- ⌐   An interaction design;

- ⌐   An interactive prototype;

PHASE 5

- ⌐   Conduct a usability testing and submit the usage analytics report;

- ⌐   Conduct quality assurance and submit the report;

- ⌐   A Style Guide and Specifications for Developers;

- ⌐   Conduct a workshop for preselected CITEM employees;

- ⌐   Technical and design specifications for the web developers; and,

- ⌐   Digital documentation and copy of the scripts*, stylesheets*, fonts*, images, and other elements used on the website.

Open source scripts, stylesheets, and fonts must adhere to standards, have proper documentation, and have an active online community and support. If required, the UI&UX Designer Company must acquire necessary licenses for the usage of products. Usage of licenses shall belong to CITEM upon turnover of the project.

3. I.T. SOLUTIONS SCOPE OF WORK

a. Deliver an excellent, secured, and scalable web-based platform with the approved design.

b. Gather and evaluate CITEM stakeholders' requirements concerning the project, in collaboration with the DTCP Project Team.

c. Continue development of a mobile responsive and search-engine-optimized platform.

d. Strictly follow the graphic user interface wireframes and design direction by the UI/UX team.

e. Employ and agile workflow and be adaptable to changes in the project requirements as agreed upon with the DTCP Project Team.

f. Create a secure relational database management system structure with proper documentation for the project. This shall be in collaboration with the CITEM Systems Management and Development Team and the DTCP Organizing Committee.

g. Include proper inline comments in identifying and describing the functions of the codes or lines of code used in the platform.

h. Strictly avoid the following:

    i) Destructive, crude, insulting, harassing, violent, sexual, or any other inappropriate language and visuals in the back and front-end;
    ii) Invisible texts, fields or pages;
    iii) Code injections;
    iv) Backlinks unknown to CITEM; and,
    v) Any non-standard, harmful, insecure, or destructive lines of code or scripts.

i. Do the maintenance in coordination with the DTCP Project Team within the first 365 calendar days after the successful launch of the website. A dedicated technical support team must be able to handle concerns of the DTCP Project Team during this period.

j. Documentation shall be turned over in both printed and electronic formats. For scripts and lines of code delivered electronically, all files shall be compatible formats agreed upon by both parties. Documentation shall include program flowcharts.

k. Maintain website back-ups and one set of the final materials provided for a term of 365 days upon completion, approval, and turnover.

l. Conduct Beta Testing to a group of users specified by the DTCP Project Team. The Beta Test checklist shall include, but not be limited to, the following areas:

    i. Content (copies, typographical errors, popups, broken links, images, and others);

    ii. Search engine optimization and analytics;

    iii. User experience and acceptance;

    iv. Compatibility (web browsers, mobile devices, orientation, and others).

m. Provide a detailed assessment and report of the Beta Testing.

n. Conduct quality assurance of the output and submit the report to the DTCP Project Team.

o. Conduct training for DTCP Project Team – web administrators. Training shall equip the administrators the knowledge to maintain, troubleshoot, and update the platform going forward.

4. I.T. SOLUTIONS DELIVERABLES

PHASE 1

1. Discussion with the DTCP Project Team about project requirements and expected

outputs;

2. Setup of staging and production server in the web hosting site specified by the DTCP Project Team;

3. Installation of the content management system on the staging server;

PHASE 2

4. Website framework developed using a content management system based on the agreed sitemap and information architecture;

5. Website design and layout that adhere to the style guide, wireframes, and prototypes provided by the DTCP Project Team;

PHASE 3

6. Website content development with copies, graphics, photos, and videos provided by the DTCP Project Team.

7. Design a mobile responsive website;

PHASE 4

8. Stand-by scripts support for Salesforce API and other widget integrations;

9. A scalable platform that can accommodate future website expansion for heavy traffic and e-commerce servicing;

10. Search engine optimization of the website;

11. Migrate the site from the staging server to the production server.

PHASE 5

12. Conduct a beta test assessment and submit the report;

13. Conduct quality assurance and submit the report;

14. Turnover of digital documentation and copy of the code, scripts, database design and structure, and other elements used on the website; and,

15. Training of CITEM-assigned web administrators

DELIVERABLES

Month 1-3

1. Enhance the website design on as needed basis;

2. Continue development of update notifications in exhibitor dashboard;

3. Continue development of a chat feature (Facebook messenger), Enablers page at main navigation, and Canva feature;

4. Develop a feature to re-order/re-arrange uploaded images in exhibitor product upload page (including Buyer Profile);

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5. Develop additional tool options in exhibitor brand story upload page (font sizes, spacing);

6. Develop sectors in shortcut bar (INTERIOR & LIFESTYLE, HOME, FASHION);

Month 4-6

7. Create links to available social media pages with icons on the exhibitor page;

8. Setup access to old Design Commune (physical show) stories, photos, products, etc.;

9. Create registration link to Hopin in Events Page;

10. Provide access to replay recorded webinars in either Events Page or other;

11. Continue development of Buyer Dashboard updates;

12. Build a Lookbook/Moodboard creator in Buyer page;

13. Develop a Notification Button;

14. Build a personalized FAME+ user experience. These include script for picking up 8 where the user left on the page and push data to Salesforce Marketing Cloud;

Months 7-9

15. Build an Inbox / Instant Messaging;

16. Develop an automated exhibitor suggestion to buyers;

17. Create a sourcing planner;

18. Develop further the Reporting Dashboard;

Months 10-12

19. Enhance the Exhibitor Team Dashboard;
    a. Allow the MF Exhibitor Team do the following functions
        i. Monitor the registered exhibitors in the system
        ii. See the total number of registered exhibitors
        iii. See charts of categories – how many exhibitors under each sector are registered
        iv. Check how many inquiries did an exhibitor received
        v. Check the completeness and missing requirements of the exhibitor's application
        vi. Upload event circulars in PDF format and system to automatically prompt the registered exhibitors either via email or their dashboard of the new document

20. Build a Stories Dashboard;
    a. Function to add stories
    b. When adding or updating a story
    c. Add new input fields for SEO requirements
        1. Meta title
        2. Meta description
        3. Meta keywords
        4. Share image"

21. Continue development of an Admin Dashboard;
    a. Monitor current number of registered users grouped respectively – exhibitors, buyers, CITEM (super users, admins, project officers, writers)
    b. Create new users

c. Allow admins to pick the stories to feature on the home page banner

22. Build an affiliate link input to products to other e-commerce platform whenever available;

23. Continue development of "Latest Upload" under the product catalogue section, including a display rule to show more exhibitors who have uploaded their products and another display rule that shows how many products have been uploaded by a particular exhibitor.

PROJECT DURATION:

January 2021 – December 2021

Article 2. Contract Price and Terms of Payment

1. For services rendered, CITEM obligates to pay **IPG MEDIABRANDS PHILIPPINES, INC.,** the amount of **Two Million Five Hundred Thousand Pesos (Php 2,500,000.00)** inclusive of taxes, schedule of payment are as follows:

CONDITIONS FOR PAYMENT:

The contracted firm shall be paid according to the following terms:

Payment	Terms	Timetable
20% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Plan of Action Items 1-5. Deliverables must be delivered on or before the end of Month 3. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Plan of Action Items 1-5 deliverable.	Month 1 to 3
30% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Plan of Action Items 6-11. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of Plan of Action Items 6-11 deliverable.	Month 4 to 6

20% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Plan of Action Items 12-15. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Plan of Action Items 12-15 deliverable.	Month 7 to 9
30% of the awarded contract price	CITEM's acknowledgement of the completion and submission of Plan of Action Items 16-19. The release of payment shall be made upon the issuance of a certificate of satisfactory completion of the Plan of Action Items 16-19 deliverable.	Month 10 to 12

Article 3. GENERAL CONDITIONS

1. All creative concepts and original materials formulated and designed in conjunction with this project shall be exclusively owned by CITEM, and with full exercise of discretion and rights on future use both in the Philippines and overseas.

2. IPG Mediabrands agrees to treat all data and information shared by CITEM as proprietary, and, therefore, the prohibition in disclosing such data and information to other clients and the online/offline public applies.

3. It is hereby agreed that this Contract of Professional Services does not concede any artistic or exploitation rights on the creations contained in the reference materials that are shared by IPG Mediabrands with CITEM and/or the companies concerned.

4. Copying, sharing, or distribution of all other works provided by IPG Mediabrands shall be prohibited unless, otherwise, permitted under existing rules and regulations.

5. The Contractor agrees, to indemnify protect and defend at its own expense CITEM and its Officers/agents from and against all actions, claims and liabilities arising out of acts done by its personnel/representatives in the performance of the services.

6. In the event that IPG Mediabrands fails to deliver any of the undertakings stated above without justifiable reasons, a percentage from the professional fee shall be deducted depending on the weight of the undertaking not delivered, by way of penalty, as stated in the Matrix of Valuation.

7. The Contractor hereby warrants that it has not given nor promised to give any amount of money, gift or favors to any CITEM official or employees and other third parties in order to secure this agreement.

8. IPG Mediabrands agrees that CITEM may enter into a separate agreement with companies on copyrights and develop personal collaborations between and among the companies.

9. Any amendment, modification, or alteration to this contract shall be in writing and signed by both parties.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the CITEM or any of its authorized representative/s refuse to accept delivery from **IPG Mediabrands** for any authorized/justified reason/s, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date **IPG Mediabrands** actually delivered the items at the subject office.

2. If **IPG Mediabrands** fails to perform the services within the period specified in Schedule of Requirement, **CITEM,** *upon written notice* and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (0.1%) of the total value of the delayed delivery of service or the unperformed portion for each day of delay until actual delivery/performance. The maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event the **CITEM** shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

TERMINATION OF THE CONTRACT

1. **CITEM** has the option to terminate this Contract, upon Notice to the **IPG Mediabrands**, if an equivalent of 20% of the deliverables cannot be fulfilled for causes of force majeure or fault of the Supplier. PROVIDED that such termination shall not be construed as waiver of the **IPG Mediabrands** liabilities and **CITEM's** right to recover the value of payments plus damages under this Contract.

1.1. TERMINATION FOR DEFAULT

CITEM, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the **IPG Mediabrands**, may terminate this Contract in whole or in part:

   a. If the **IPG Mediabrands** fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by **CITEM**; or

   b. If the **IPG Mediabrands** fails to perform any other obligation(s) under the Contract;

   c. If the **IPG Mediabrands**, in the judgment of **CITEM**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive **CITEM** of the benefits of free and open competition.

In the event **CITEM** terminates the Contract in whole or in part, **CITEM** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the **IPG Mediabrands** shall be liable to **CITEM** for any excess costs for such similar Goods and Services. However, the **IPG Mediabrands** shall continue performance of the Contract to the extent not terminated.

1.2 TERMINATION FOR INSOLVENCY

CITEM may at any time terminate the Contract by giving written notice to the **IPG Mediabrands** if the **IPG Mediabrands** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **IPG Mediabrands**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **CITEM**.

1.3. FORCE MAJEURE

a. The **IPG Mediabrands** shall not be liable for delays in performance or failure to perform its obligations under the Contract in case of result/s of Force Majeure.

b. For purposes of this section, "Force Majeure" means an event beyond the control of the **IPG Mediabrands** and not involving the **IPG Mediabrands** fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure arises, the **IPG Mediabrands** shall promptly notify **CITEM** in writing of such condition and the cause thereof. Unless otherwise directed by **CITEM** in writing, the **IPG Mediabrands** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

ARBITRATION

1. In case of a dispute between **CITEM** and the **IPG Mediabrands**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

ADDITIONAL PROVISIONS

1. There shall be no escalation of rates during the duration of the Contract.

2. This contract shall be governed by and construed in accordance with the laws of the Philippines.

3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this contract, the parties hereby agreed that any such proceedings shall be brought exclusively in the proper courts of Pasay City.

4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures on this _____ day of _____, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE   IPG MEDIABRANDS PHILIPPINES, INC.
EXPOSITIONS AND MISSIONS

By: By:

PAULINA SUACO-JUAN   **VENUS R. NAVALTA**
Executive Director   Chief Executive Officer

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Mediran signature

MA. LOURDES D. MEDIRAN
Deputy Executive Director

Signed in the presence of:

_____

CERTIFIED FUNDS AVAILABLE:

Buyao signature

MALERNA C. BUYAO
DC-Controllership Div.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF PASAY   ) S.S

MAR 2 5 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____ day of _____ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
VENUS R. NAVALTA	_____	_____

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 twelve (12) 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.

signature

MA. CLEOFE L. JAIME
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
COMMISSION NO. 20-04
ROLL NO. 27802
PTR NO. 735 9550 PASAY CITY 1/4/202'
IBP NO. AR 3076I562/1-5-2021
MCLE COMPL. NO. VI-0012231
ISSUED ON SEPTEMBER 13, 2018
VALID UNTIL 4-14-22
ADDRESS STALL# 1 UNIT 54 ANNA12
AVENUE PASAY CITY, M.M.

Doc. No. _5/5_
Page No. _10_
Book No. _/_
Series of 2021

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