

MEMORANDUM OF AGREEMENT

No. 2020 - _____

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") entered into and executed this 04 day of December, at Diliman, Quezon City, Philippines, by and between:

PEOPLE'S TELEVISION NETWORK, INC., a government-owned and controlled corporation, created and existing by virtue of Republic Act ("R.A.") No. 7306, as amended by R.A. No. 10390, with principal office at Visayas Avenue, Diliman, Quezon City, represented herein by its Network General Manager, **KATHERINE CHLOE S. DE CASTRO** (hereinafter referred to as "PTNI");

- and -

DEPARTMENT OF AGRICULTURE - BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING, a government agency of the Republic of the Philippines, with office address at 4th Floor, DA Building, Elliptical Road, Quezon City, represented by its Director, **ARIODEAR C. RICO** (hereinafter referred to as "DA-BAFE").

(Collectively referred to as the "PARTIES").

Antecedents:

WHEREAS, R.A. No. 7306, as amended by R.A. No. 10390, mandates PTNI to serve as a vehicle for bringing the Government closer to the people in order to enhance their awareness of the programs, policies, thrusts, and directions of the Government;

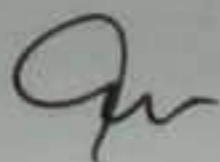
WHEREAS, PTNI operates the **People's Television Network ("PTV")** and other provincial stations, and has the capability to broadcast television programs nationwide;

WHEREAS, DA-BAFE needs to disseminate its regulatory services to government agencies, academic institutions, research institutions, professional organization, Agricultural and Biosystems Engineers, local government units, private sectors and other stakeholders through advertisement/announcement placement on television;

WHEREAS, DA-BAFE is requesting the services of PTNI for the above-mentioned requirement;

WHEREAS, PTNI is agreeable to provide the following services to DA-BAFE with details provided in **Annex "A"**:

1. Production of 60-second television commercial ("TVC"); and



2. Spot placement of the 60-second TVC in Rise & Shine Pilipinas and Sentro Balita.

WHEREAS, PTNI represents that it has the capability to produce and blocktime/air TVCs, and is willing to enter into a government-to-government arrangement with DA-BAFE for the broadcast of the TVC under the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the foregoing premises and stipulations hereinafter set forth, the PARTIES hereto agree as follows:

1. DA-BAFE TVC

- 1.1. The prescribed running time for the TVC shall be sixty (60) seconds.
- 1.2. The TVC shall be produced in television and digital cinema package versions.
- 1.3. The TVC shall be aired every Mondays to Fridays, following the schedule attached herein as Annex "B", from 7-11 December 2020, and from 14-17 December 2020.

2. PTNI CONTRIBUTIONS

PTNI undertakes to:

- 2.1. Produce and telecast the TVC for DA-BAFE;
- 2.2. Provide for the facilities, technical requirements, technical personnel and staff necessary for production;
- 2.3. Secure the necessary approvals and permits from the Ad Standards Council Incorporated for the production of the TVC of DA-BAFE;
- 2.4. Furnish DA-BAFE a copy of the material or the TVC upon the termination of this Agreement.

3. DA-BAFE CONTRIBUTIONS

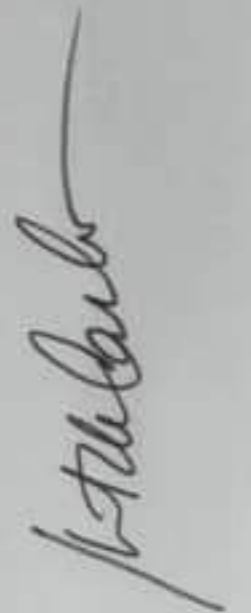
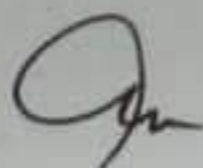
DA-BAFE undertakes to:

- 3.1. Provide the concept, format, content, and working treatment for the TVC;
- 3.2. Participate in content planning meetings and conferences with PTNI's production staff.

4. WARRANTIES AND REPRESENTATIONS

4.1. DA-BAFE warrants and represents that:

- 4.1.1. It lawfully owns the exclusive TV and cable rights for the television exhibition of the TVC, and it has the right without limitation to allow PTNI to telecast the TVC over its channels;



- 4.1.2. There is no agreement with any other person, firm, or corporation which will in any way interfere with any of the rights of PTNI under this Agreement, and that the TVC is free and clear of all encumbrances of every kind and nature, which may be inconsistent with the rights of PTNI hereunder;
- 4.1.3. Any and all rights acquired by DA-BAFE under this Agreement, as it refers specifically to the TVC, shall not be assigned, transferred, conveyed, leased, or sold to third parties, nor allowed to be enjoyed by such third parties, without the prior written approval of PTNI. In case of breach, the guilty PARTY shall be held liable in accordance with law and terms of this Agreement.
- 4.2. In case of conflict and dispute between the PARTIES, arising from this agreement, both PARTIES agree to freely and voluntarily submit themselves to mutual consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. If the conflict is not thereby settled, the same shall be administratively settled or adjudicated in the manner provided in applicable laws, rules and regulations.
- 4.3. Either PARTY shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from any and all claims, losses, liabilities, and damages, and to pay all claims, judgments, awards, costs, and expenses arising out of or in connection with the former PARTY's acts or omissions, unless such claims are due solely to the negligence of the other PARTY.
- 4.4. In case of unfair competition and/or infringement, both PARTIES agree to freely and voluntarily submit themselves for mediation or arbitration for purposes of amicable settlement.
- 4.5. Either PARTY warrants that it is has not given or promised to give money, gift or any material favor/consideration to any official or employee of either PARTY for purposes of securing this Agreement, and that any violation of this warranty shall be sufficient ground for either PARTY to revoke or cancel the same without need of judicial action, without prejudice to the filing of appropriate case(s) against the erring employee(s).
- 4.6. Each PARTY represents to the other that: (a) its signatory has the full authority to execute this Agreement and bind such PARTY to full performance of its obligations herein set forth; (b) it has obtained all the consents, approvals, and authorizations necessary for the due execution and delivery and performance of this Agreement; and (c) this Agreement

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constitutes its legal and binding obligation enforceable in accordance with its terms.

5. AIRTIME COST AND PAYMENT TERMS

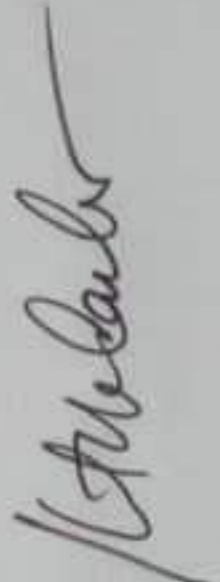
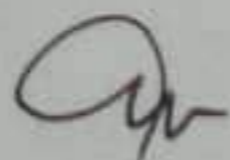
- 5.1. PTNI shall deliver the services specified in this Agreement in the amount of **Eight Hundred Ninety-Six Thousand Pesos (PhP896,000.00)** inclusive of value added tax and subject to proper withholding.
- 5.2. The said amount shall be payable upon complete compliance and submission of PTNI to DA-BAFE of all the required and agreed deliverables and invoice/s required under applicable government procurement laws and rules and regulations. The same shall be paid by DA-BAFE within thirty (30) days upon receipt of the submitted invoice or the issuance of the Certificate of Acceptance, whichever comes earlier.
- 5.3. All payments shall be strictly made through PTNI's Billing and Collection Section from 9:00 A.M. to 6:00 P.M., Monday through Friday. Payment made to any unauthorized person/s shall not be honored and shall be considered null and void or invalid.

6. GENERAL PROVISIONS

- 6.1. PTNI reserves the right to pre-empt the airing of the TV spots to yield to the telecast of any public announcement, emergency announcements, updates, information, breaking news, or live broadcasts coming from the President of the Republic of the Philippines, legal restrictions, acts of God, strikes, lockouts, or at the direction of national or local authorities, or for any reason beyond PTNI's control. Notice of pre-emption shall be made known to DA-BAFE immediately. PTNI will provide another schedule for the airing of the pre-empted spots subject to approval and/or acceptance by DA-BAFE.
- 6.2. Either PARTY may pre-terminate this Agreement for violation of any of its material provision. However, the non-guilty PARTY shall furnish to the erring PARTY due notice and reason for the pre-termination.
- 6.3. PTNI may pre-terminate this Agreement, when in its discretion, the continued telecast of the TVC will not redound to the benefit of the Network subject to proper notice of such reason for pre-termination; *Provided, however,* that all liabilities or charges due from each PARTY has been paid or settled, based on the actual rendered telecast.

7. PROHIBITIONS AND RESTRICTIONS

- 7.1. Any political statement, advertisement or political opinion expressed by any host, talent, officers or employees of DA-BAFE without the consent or knowledge of PTNI shall be deemed unauthorized, if not illegal, and shall remain as those of the speaker's and will not in any way be connected or reflective as words or opinions of the management and staff of PTNI.



- 7.2. **DA-BAFE** shall hold **PTNI** free from any liability, imposition or damages, contingent or otherwise, for any political statement, advertisement or political opinion expressed by the former's host, talent, officers, and employees.
- 7.3. No person, entity or party shall have the right to use either **PARTY's** name, logo or slogan without its written permission, and any unauthorized use of the same shall make the user, person, or entity liable for administrative, civil and criminal prosecution. During the effectivity of this Agreement, the **PARTIES**, after securing the respective written authority, may use or list each other's name as client or partner for marketing or promotional materials only. The authority given should be clearly specified for marketing and promotional materials only, and should not be used for other purposes, including but not limited to calling cards, I.D.s, fund raising charitable causes or securing funds from the public.
- 7.4. The authority herein given shall not be transferred, assigned or alienated in favor of a third party and shall be used exclusively and only for the purpose for which it was issued.

8. MISCELLANEOUS CONDITIONS

- 8.1. Nothing in this Agreement shall be construed to mean that **PTNI** or any of its officers, employees, staff and talents, is an employee, representative or agent of **DA-BAFE**, and it is understood that the relationship is limited to the production and airing of the **TVC** for **DA-BAFE**. Therefore, there is **NO EMPLOYER-EMPLOYEE RELATIONSHIP** between **DA-BAFE** and any of **PTNI's** officers, employees, staff and talents.
- 8.2. The titles of this Agreement are for convenience only and shall not in any way affect the interpretation of any section of this Agreement or of the Agreement itself.
- 8.3. All prior understanding, oral or written, if any, have been incorporated herein, or, if not, are hereby cancelled. Any amendment or addendum to this Agreement must be in a Supplementary Agreement, mutually agreed upon and signed by the **PARTIES**.
- 8.4. This Agreement contains the entire and complete agreement of the **PARTIES** hereto and subject to review by the Office of the Government Corporate Counsel and other relevant government agencies, and the **PARTIES** hereto agree that any amendments and changes resulting from such review shall be incorporated in a Supplementary Agreement.
- 8.5. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either **PARTY**.

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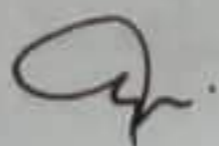
- 8.6. Any delay or failure in performance hereunder by either **PARTY** shall be excused if, and to the extent caused, by occurrences beyond such **PARTY**'s control, including, but not limited to decrease or restraints of government, acts of God, force majeure, sabotage or any cause or causes whether similar or dissimilar to those already specified which cannot be controlled by such **PARTY**. If as a result of legislation or government action, either **PARTY** is precluded from receiving any benefit to which it is entitled hereunder, the **PARTIES** shall review the terms hereof so as to restore to the relevant **PARTY** the same relative positions as it previously obtained hereunder.
- 8.7. This Agreement and its terms shall be solely governed by the laws of the Republic of the Philippines.
- 8.8. This Agreement shall be subject to all the laws, rules and regulations of the Republic of the Philippines, its agencies, and instrumentalities, and other competent authorities, as well as those rules and regulations of either **PARTY**. In case any portion hereof is declared or interpreted to be inconsistent and contrary to such laws, rules or regulations, and, therefore, null and void and unenforceable, the remaining portion not so adversely affected shall remain valid and binding, and the same shall be interpreted and construed to carry out the spirit and intent of this Agreement.
- 8.9. This Agreement shall be effective for the duration of the airing of the TVC as stated under item 1.3 above, and shall expire or end upon fulfillment of the obligations as stated in this Agreement. In case the **PARTIES** have allowed the project/activity to continue in the absence of a written contract, then it shall be subject to the terms and conditions contained in this original Agreement; *Provided*, that the **PARTIES**, upon mutual agreement, may pre-terminate or terminate this Agreement by giving written notice to the other **PARTY** fifteen (15) days prior to the date of termination; *Provided, however*, that all liabilities or charges due from each **PARTY** shall have been paid or settled.
- 8.10. This Agreement shall be subject to the usual budgeting, accounting, civil service, and auditing rules and regulations.
- 8.11. The **PARTIES** agree that in the event of any litigation that may arise from the interpretation, execution or violation of any provisions of this Agreement, the same shall be filed in the proper court of Quezon City, to the exclusion of other venues.

9. SEPARABILITY CLAUSE

Should any provision of this Agreement be rescinded, revoked or declared illegal or unlawful by virtue of any laws, the provisions not affected thereby, shall remain in full force and in effect, if said provision can stand independently from those rescinded, revoked or declared illegal.

10. EFFECTIVITY

This Agreement shall be effective upon signing hereof.



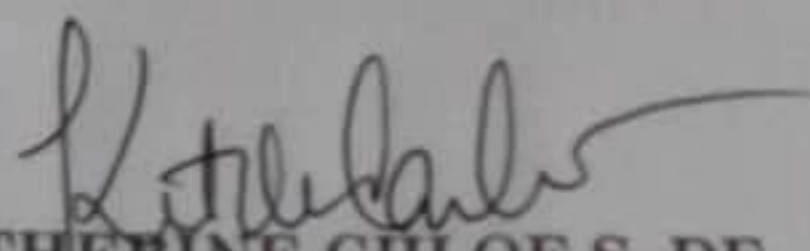
IN WITNESS WHEREOF, the PARTIES hereunto set their hands this
day of _____, in Diliman, Quezon City, Philippines.

04 DEC 2020

PEOPLE'S TELEVISION
NETWORK INC.

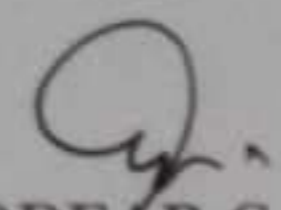
DEPARTMENT OF AGRICULTURE
- BUREAU OF AGRICULTURAL
AND FISHERIES ENGINEERING

By:



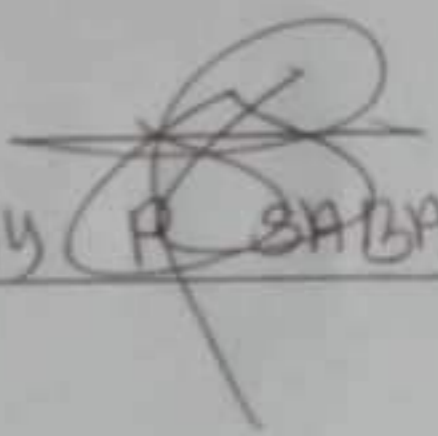
KATHERINE CHLOE S. DE
CASTRO
Network General Manager

By:



ARIODEAR C. RICO
Director

SIGNED IN THE PRESENCE OF:



PRJAY A. SABASADE