

SERVICE AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

This **Service Agreement (Agreement)** is made and entered into by and between the:

PHILIPPINE RICE RESEARCH INSTITUTE, a chartered government corporate entity under the Department of Agriculture, established by virtue of Executive Order (EO) No. 1061 as amended by EO No. 60 with office address at Brgy. Maligaya, Science City of Muñoz, Nueva Ecija, represented herein by its Executive Director, **DR. JOHN C. DE LEON**, hereinafter referred to as the "**DA-PHILRICE**"

-and-

MASAYA STUDIO INC., a legitimate entity engaged in Public Relations, Digital Marketing, Creative Design and Production and other services with office address at 3rd Floor RPB Bldg., 8192 Dr. A Santos Ave., San Dionisio 1700 City Paranaque, represented herein by its Business Development Manager, **MR. ERICKSON A. BALIGAT**, hereinafter referred to as the "**Service Provider**"

DA-PHILRICE and the **Service Provider** are also individually referred to as the "Party" and collectively as the "Parties".

-WITNESSETH-

Whereas, **DA-PHILRICE** is in need of a **Service Provider to render Media and Public Relations** for the Golden Rice and to amplify public engagement and awareness of the product; and

Whereas, on May 5, 2022, several price proposals were received from different business entities as reflected in the Abstract of Sealed Bids with number 2022-05-0001 - Trust; and the **Service Provider's** proposal was recommended by the Bids and Awards Committee for Goods and Services to the Head of Procuring Entity as the most advantageous to **DA-PHILRICE**.

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

1. The **Service Provider** shall act as the **Public Relation Supplier** for the 3-month campaign on Golden Rice and its corresponding activities and provide the required production equipment capable of producing videos, and other contents needed, high resolution camera, high quality internet connectivity as well as back-up to ensure the efficiency of deliverables and the smooth conduct of other activities.
2. The **Service Provider** shall render the following services to **DA-PHILRICE**:
 - a. Meet/closely coordinate with the Golden Rice Program staff to discuss the program's goals, strategies, and timelines;



- b. Develop a communication plan based on the program's goals, strategies, and timelines;
 - c. Conceptualize and develop promotional videos [six (6) 30-sec videos] in relation to the product for three month (2 videos per month);
 - d. Amplify the developed 6 videos through boosting for three months (should appear in ads section on Youtube and Facebook videos);
 - e. Produce and pitch 1 Golden Rice canned radio plug to at least 7 radio stations covering the target areas;
 - f. Boost at least 8 DA-PHILRICE-generated Facebook posts/contents for three months;
 - g. Conceptualize and implement a social media activity in relation to the product launch to drive reach and engagement and develop user-generated contents;
 - h. Provide a high-resolution copy of all outputs and editable files to the Golden Rice Program team as soon as they are approved;
 - i. Submit post-event and periodic reports (weekly, monthly) including social media analytics with the following KPIs: # of views, reach and engagement of boosted videos; and
 - j. Submit a final report (narrative) at the end of the project.
3. All of the following materials must be original and subject to the review and approval of **DA-PHILRICE** before they are published. Editing and modifications of the materials to achieve quality outputs will not be given additional costs:
 - a. Approved public relations and communication plan including programs for media briefing/s
 - b. High resolution copies and editable files of creative assets as well contents to be submitted to the Golden Rice Program team via email and google drive or other file sharing sites/apps
 - c. Weekly and monthly reports on media coverage and social media analytics (views and reach of the ad videos)
 - d. Suggestions/Recommend additional interventions or adjustments to the strategic action plans as needed
4. In consideration of the services actually rendered by the **Service Provider**, a partial billing will be submitted to **DA-PHILRICE** with accomplished outputs to be checked and accepted by the Golden Rice Program Management Office Leader as the end-user. **DA-PHILRICE** shall pay to the **Service Provider** the amount equivalent to the services actually rendered with a maximum Total Contract amount of **Nine Hundred Forty-Five Thousand Pesos Only (PhP 945,000.00)**. The breakdown of payment scheme for the **Service Provider** that will be billed progressively based on the timeline below:

Accomplishment	Payment
Upon approval of the communication plan, two videos and one boosting.	30%
Upon submission of all deliverables Upon submission of raw and editable materials	70%
Total	100%

Infante

Lapaligan

[Signature]

[Signature]

[Signature]

5. The **Service Provider** agrees to turn over all raw and edited materials designed and produced for the campaign activities, which will be owned by **DA-PHILRICE**, with full and exclusive rights. These materials will be packaged and submitted on a hard drive.
6. The **Service Provider** shall comply with the internal policies of **DA-PHILRICE**, rules, Integrated Management System (IMS) Policy, **DA-PHILRICE** Intellectual Property Policy and its implementing guidelines covered by Administrative Order No. 2004-08, and the provisions of Republic Act No. 10173 (Data Privacy Act of 2012).
7. Disbursement of funds under this **Agreement** shall be in accordance with existing government accounting and auditing rules and regulations.
8. In case of failure to deliver the expected output within the specified time, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.
9. The **Service Provider** may contact the concerned staff and vice-versa within the duration of the contract and as agreed by both parties for any question or clarification about the content.
10. The **Service Provider**, after thorough investigation, accepts that any act directly or indirectly involved in the pilferage, theft, or damage of **DA-PHILRICE** property will be sufficient grounds to terminate this **Agreement**.
11. **DA-PHILRICE** reserves the right to terminate the **Agreement** if the deliverables are found to have copyright infringement, plagiarism, and unsatisfactory quality.
12. If any term or condition of this **Agreement** is held invalid or contrary to law, the validity of the other terms and conditions shall not be affected thereby.
13. Effectivity of this **Agreement** is 3 months from the date of signing of this **Agreement**.
14. All legal actions that will arise from this **Agreement** shall be exclusively filed with the Municipal Trial Court in cities, Science City of Muñoz, Nueva Ecija and the Regional Trial Court, Sto. Domingo, Nueva Ecija.



3 of 5



SEP 30 2022

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of September, 2022 at _____.

PARAÑAQUE CITY

DEPARTMENT OF AGRICULTURE-
PHILIPPINE RICE RESEARCH INSTITUTE

MASAYA STUDIO INC.


JOHN C. DE LEON
Executive Director


ERICKSON BALIGAT
Business Development Manager

Signed in the presence of:


RONAN G. ZAGADO
Leader, Golden Rice - PMO


CHRISSELE B. RICAFORT
Sales Executive

Certified Funds Available:


MARY GRACE D. CORPUZ
Head, Financial & Management Division, PhilRice

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Nueva Ecija) s.s.
Science City of Muñoz)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared with their valid identification:

<u>Name</u>	<u>Valid ID.</u>	<u>Date / Place Issued</u>
JOHN C. DE LEON	PhilRice ID No. 90-0501	May 1990 / Science City of Muñoz, Nueva Ecija
ERICKSON BALIGAT	SSS ID No. 33-5325432-2	Manila

known to me to be the same persons who executed the foregoing instrument, consisting of five (5) pages including this page on which the acknowledgement is written.

The parties and their instrumental witnesses signed all the pages thereof and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

SEP. 30 2022

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ at _____, Philippines.

PARANAQUE CITY

Doc No. 687;
Page No. 2;
Book No. XI;
Series of 2022.

ATTY. ANDREW A. BELGICA
Paranaque City Notary Public
Not. Comm. No.: 299-2022
Until December 31, 2023
Roll No. 74499
MCLE Exemption No. VII-BEP00445 0
PTR. No. 2904991-1/3/22 Paranaque City
IBP No.: 168391-12/22/21 PPLM

Amfort C. *Rapalagan* *~*

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