

CONTRACT AGREEMENT

Procurement of Services for the Conceptualization, Development and Airing of Energy Efficiency and Conservation (EEC) Practices on Television and Other Visual Media

KNOW ALL MEN BY THESE PRESENTS:

JUL 04 2024!

THIS AGREEMENT made this _____ day of _____ 2024 by and between:

The **DEPARTMENT OF ENERGY**, a government agency vested by virtue of Republic Act No. 7638, as amended, with principal office address at Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila represented herein by its **Undersecretary, FELIX WILLIAM B. FUENTEBELLA** hereinafter referred to as "**DOE**".

and

Advanced Media Broadcasting System, Inc. (AMBS), a corporation under Philippine law, with office address at 4th Floor Starmall IT Hub, CV Starr Ave, Philamlife Pamplina Dos, Las Piñas, City of Las Piñas City, represented herein by its Digital Marketing, **Hazel Keren J. Baroña**, hereinafter referred to as "**AMBS**".

DOE and AMBS are collectively referred to as "**PARTIES**" and individually referred to as "**PARTY**".

WITNESSETH:

WHEREAS, Section 4 (m), Rule III of the Energy Efficiency and Conservation Act (EEC Act) – Implementing Rules and Regulations (IRR) mandates the DOE to develop and undertake a national awareness and advocacy campaign on energy efficiency and conservation in partnership with business, academe, non-government organizations, and other sectors;

WHEREAS, Section 48.1, 53, and 53.6 Rule XVI of the 2016 Revised IRR of RA 9184 authorized the conduct of Negotiated Procurement under AMP, the pertinent provisions of which are quoted as follows:

“Sec. 48.1 Alternative Methods – Subject to the prior approval of the Head of Procuring Entity (HoPE) and whenever justified by the conditions provided by this Act, the Procuring Entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the Procuring Entity shall ensure that the most advantageous price for the Government is obtained:

x x x x x x x x x x

“Sec. 53. Negotiated Procurement is a method of procurement of goods, infrastructure projects and consulting services whereby the procuring entity directly negotiated a contract with a technically, legally, and financially, capable supplier, contractor, or consultant only in the following cases:

x x x x x x x x x x

Section 53.6 Scientific, Scholarly, or Artistic Work, Exclusive Technology, and Media Services Where Goods, Infrastructure projects and Consulting Services can be contracted to a particular supplier, contractor, or consultant and as determined by the HoPE, for any of the following:



1. The requirement is for:

x x x x x x x x x x x

e. Media documentation, advertisement, or announcement through television, radio, newspaper, internet, and other communication media.

Due to the nature of the information to be disseminated, alongside principles of transparency, efficiency, and economy, award more than one (1) supplier maybe made by the Procuring Entity.

x x x x x x x x x x x

WHEREAS, AMBS has one of the highest affinity of the target markets (A, B, C) as well as decision makers in the country compared to other networks with limited target markets. AMBS also has the capacity to conceptualize, develop, produce, and air materials both on broadcast media and social media platforms;

WHEREAS the DOE solicited Bids for certain goods and ancillary services particularly for the Conceptualization, Development and Airing of Energy Efficiency and Conservation (EEC) Practices and has accepted a Bid from the **AMBS** for the supply of those services in the sum of **FIVE MILLION PESOS ONLY (Php 5,000,000.00)** hereinafter called "the Contract Price", payable subject to existing government accounting and auditing rules and regulations. The amount covers the airtime costs and payment shall be based upon submission of required deliverables for each of the tranche of payment as stated in Section E of this Contract.

NOW, THEREFORE, for and in consideration of the foregoing premise, the parties hereby agree as follows:

TERMS AND CONDITIONS:

A. AMBS shall ensure the delivery of the following particulars/specifications:

1. Submit proposed concept and schedule of airing of the special monthly television program to the End-User.
2. Develop and air the following DOE Educational Television Program (ETP) during the agreed timeline:

Media Values	Frequency
PRE-LAUNCH EFFORTS	
15s plugs – airing 2x a day ROS for 5 weeks (daytime)	72
15s plugs – airing 2x a day ROS for 5 weeks (primetime)	72
EPISODES LAUNCH	
30min five (5) episodes, daytime – once a week for 5 weeks	5
30min five (5) episodes, non-prime evening replay – once a week for 5 weeks	5
SUSTAINING EFFORTS	
Interstitial 30s – airing 2x a day daytime ROS for 5 weeks	70
Interstitial 30s – airing 1x a day primetime ROS for 5 weeks	37
Online posting of full episodes in ALLTV News FB	
Online posting of full episodes in ALLRadio YT or ALLRadio website	

3. Submit report on Educational Television Program airing of the materials.

B. DOE shall provide **AMBS** with Hi-Res logo in JPG format and guide copy to produce LSG, OBB, CBB, and any other similar materials.

C. MEDIA REQUIREMENTS

The media requirements include the following:

- Scope and Broadcast Areas : Nationwide
- Target Market : Programs catering to Class A-B-C-D-E market
- Programs : News and Public Affairs and Entertainment (Primetime shows / programs)
- Placement of the Ad : Before or after the gap
- Number of spots : Minimum of 261 spots

D. INABILITY or FAILURE TO BROADCAST

1. Should the network, due to public emergency or necessity, legal restriction, acts of God, force majeure or at the discretion of the government authorities or for any reason beyond the control of **AMBS** "Force Majeure Event", be unable to broadcast the Energy Efficiency and Conservation (EE&C) Practices at the time specified, this should be properly communicated to **DOE** as promptly as practicable. **DOE** will then, either agree with **AMBS** on a satisfactory substitute time for broadcast, or if no such agreement can be reached, the broadcast shall be considered cancelled without affecting the rate shown in the contract. In the event of cancellation or postponement, **AMBS** will make a suitable courtesy announcement as to the reason of cancellation or postponement with the approval of the **DOE** as to and substitute the time agreed upon.
2. If an interruption occurs in the broadcast or part of any of the Energy Efficiency and Conservation (EE&C) Practices, which is not due to a Force Majeure Event, a pro rata reduction in the charges hereunder will be made or, if such Interruption occurs during the portion of the broadcast, a credit in the same proportion to the total network charges which the omitted portion bears to the total portion of the broadcast shall be made, upon mutual agreement. In the event of such omission, the **AMBS** will make a suitable courtesy announcement as to such omission or interruption.
3. If **AMBS** does not telecast spots equal to the agreed total spots, which is not due to a Force Majeure Event, **AMBS** shall pay liquidated damages of one-tenth of one percent (0.1%) of the cost of every unperformed spot for every day of delay in the performance of the obligation. The maximum amount of liquidated damages that may be collected shall be ten percent (10%). Once the cumulative amount of the liquidated damages reaches the said limit, **DOE** shall have the right to rescind the contract without prejudice to other courses and remedies open to it.

E. TERMINATION AND RENEWAL

1. This contract may be terminated by either party by giving the other party fifteen (15) days prior written notice. If **DOE** terminates this contract, it will pay **AMBS** at earned rate according to its rate card on which the contract is based. If **AMBS** terminates this contract, **DOE** will then either agree on a satisfactory substitute date or time of continuance of the broadcast covered by this contract at the rates on which this contract is based for such substituted date or time.

F. RATES

1. The total amount for the **DOE's** Conceptualization, Development and Airing of Energy Efficiency and Conservation (EE&C) Practices package is **FIVE MILLION PESOS ONLY (PhP 5,000,000.00)** inclusive of tax and subject to usual government accounting and auditing rules and regulations.



2. **DOE** directly purchases airtime and does not appoint any third-party advertising agency to carry out the Airing of the topics of approved educational television program. Hence, the parties agree that no agency fees or other expenses may be deducted in any way from the payment of the total amount due to **AMBS**.

G. PAYMENT

1. **AMBS** shall be paid according to the following schedule:

Activity	Deliverable	Percentage of the Total Contract Amount	Payment Schedule
1. Submission of concept and schedule of the Approved Educational Television Program Airing	Approved concept and schedule of the Educational Television Program Airing	10%	15 days
2. Submission of Educational Television Materials	Approved Educational Television Materials	30%	60 days
3. Posting of 30-second plugs of all episodes across multiple platforms of network, posting of five (5) thirty (30) minutes Special Education Television Programs, compiled version replays, and pullouts across multiple platforms of network	30s plugs of five (5) episodes are 100% aired Five (5) episodes are aired and replayed	40%	120 days
4. Submission of original brand title cards, copies of materials in hard drives, viewership and reach report, and certificate from third-party validation team/entity.	Submission of original brand title cards, copies of materials in hard drives, and certificate from third-party validation team/entity	20%	150 days
		100%	

2. **AMBS** shall issue an official billing statement each progress billing. For billing purposes, **AMBS** shall provide report of placement and the corresponding verifiable proof of placements, such as, third party certification, photograph, screen shots, etc.

H. EXPECTED OUTPUTS

1. **AMBS** to submit to DOE the following:

Activity	Deliverable			
1. Submit concept and schedule of Educational Television Program airing to end-user	Approved concept and schedule of the Educational Television Program Airing			
2. Develop the DOE Educational Television Materials to be aired	Approved Educational Television Materials			
3. Air the following DOE Educational Television during the agreed timeline:	30s plugs of five (5) episodes are 100% aired			
<table border="1" style="width: 100%;"> <thead> <tr> <th>Media Values</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Media Values	Frequency	
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Activity		Deliverable
PRE-LAUNCH EFFORTS 15s plugs – airing 2x a day ROS for 5 weeks (daytime)	72	Five (5) episodes are aired and replayed
15s plugs – airing 2x a day ROS for 5 weeks (primetime)	72	
EPISODE LAUNCH 30min five (5) episodes, daytime – once a week for 5 weeks	5 5	
30min five (5) episodes, daytime replay – once a week for 5 weeks		
SUSTAINING EFFORTS Interstitial 30s – airing 2x a day daytime ROS for 5 weeks	70 37	
Interstitial 30s – airing 1x a day primetime ROS for 5 weeks		
Online posting of full episodes in ALLTV News FB		
Online posting of full episodes in AllRadio YT or ALLRadio website		
4. Submit report on the Educational Television Program airing of the materials.		Submission of original brand title cards, copies of materials in hard drives, and certificate from third- party validation team/entity

- i. Report on the viewership and reach of the story and plugs aired by the network and posted on their social media platforms.
- ii. A certificate from a third-party validation team/entity, not under the network's name/corporation, shall be provided by the Service Provider after all the episodes has been aired and posted.

I. GENERAL CONDITIONS

1. Except as otherwise stated in this Agreement, no rights, interests, or obligations herein may be transferred, assigned, delegated, pledged, novated, or otherwise disposed of (whether wholly or partly) by one Party without the prior written consent of the other Party. Any purported assignment, delegation, pledge, novation, or other disposition in violation of this clause shall be void.
2. This contract is subject to the terms and conditions of licenses held by **AMBS** and are also subject to all government laws and regulations now in force or which may be enforced in the future.
3. The failure of either party to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.
3. **Each Party** hereby agrees to keep confidential all matters concerning this agreement and the product subject of the commercial and agrees not to discuss the same to third parties without the consent of **the other Party**.

4. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties with respect to that subject matter. No amendment to this Agreement will be valid unless confirmed in writing and signed by both Parties.
5. A waiver is not valid or binding on the other Party granting that waiver unless made and confirmed in writing by an authorized signatory. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver by that Party nor will any single or partial exercise of any right or the exercise of any other right preclude any further exercise.
6. This Agreement does not constitute either Party as a partner, agent or employee or representative of the other.
7. The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one Agreement.
8. The individuals signing this Agreement warrant that they are authorized to and by their signatures intend to bind the entity for which they purport to act.

J. INTELLECTUAL PROPERTY

AMBS shall exclusively own all rights, titles and interests in and to any content produced by AMBS for the purpose of this Agreement ("Content"). AMBS grants DOE a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited license and right to use the Content for the purpose of this Agreement and for any internal use of DOE. Other than the aforementioned, DOE shall not use or publish the Content without the written consent of AMBS.

All intellectual property rights not expressly granted to the DOE under this Agreement are reserved to AMBS.

The DOE represents and warrants that: (i) it shall not use or authorize the use of the afore-mentioned Content other than as authorized in this Agreement; (ii) it shall not add to, edit or revise the aforementioned Content in any manner.

Each Party acknowledges that the other Party may be required to use its names, logos, trade, or service marks ("Marks") in performing this Agreement. Each Party grants the other Party a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable, limited license to use its Marks during the Term to the extent necessary to perform this Agreement. Each Party agrees that it will not do anything inconsistent with the ownership of such Marks and that all uses of the Marks by it shall inure to the benefit of the owner of the Marks. Each Party agrees that nothing in this Agreement shall give it any right, title or interest in the Marks of the other Party other than the right to use the Marks solely in accordance with this Agreement.

K. ARBITRATION

The Parties shall, as often as possible, mutually consult with each other with respect to the performance of their respective obligations under this Agreement. The Parties shall exert their best efforts to promptly resolve any differences or disagreements with respect to any dispute that may arise in connection with this Agreement. However, if such disagreement or differences persist despite efforts of the Parties to settle the same, it is mutually agreed upon that the dispute shall be resolved before the Office of the Solicitor General (OSG) and/or Department of Justice (DOJ) pursuant to the provisions of the Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended, for Government Agencies or Executive



Order No. 292, otherwise known as the Administrative Code of 1987, whichever is applicable.

L. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Arbitration or any action brought to enforce or interpret this Agreement shall be brought in the courts of Taguig City or Mandaluyong City, to the exclusion of other courts.

In consideration of the payments to be made by **DOE** to **AMBS** as hereinafter mentioned, **AMBS** hereby covenants with **DOE** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

DOE further hereby covenants to pay **AMBS** in consideration of the provision of the aforementioned services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

DEPARTMENT OF ENERGY (DOE):

AMBS:



FELIX WILLIAM B. FUENTEBELLA
Undersecretary



HAZEL KEREN J. BAROÑA
Digital Marketing

SIGNED IN THE PRESENCE OF:



PATRICK T. AQUINO, CESO III
Director IV
Energy Utilization Management Bureau, DOE



MA. ELIZABETH C. DE LEON
Sales and Marketing Head



HELEN C. ROLDAN
Chief Accountant
Accounting Division
Financial Services, DOE

AF No. 03-24-06-080

AF Note 1 June 28, 2024

PR No. 02-051-2024-05-0282

₱ 5,000,000.00

ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY S.

QUEZON CITY

BEFORE ME, a Notary Public for and in _____, personally appeared the following:

NAME	IDENTIFICATION NO.	DATE/PLACE OF ISSUE
FELIX WILLIAM B. FUENTEBELLA.		
HAZEL KEREN J. BARONA	PASSPORT-P5315782C	21 SEP 2023/DFA NCR EAST

Known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the signatures they affixed confirm their own free acts and the entity they represent.

This instrument consisting of nine (9) pages, including this page on which this acknowledgement is written refers to a **CONTRACT AGREEMENT FOR THE PROCUREMENT OF SERVICES FOR THE CONCEPTUALIZATION, DEVELOPMENT AND AIRING OF ENERGY EFFICIENCY AND CONSERVATION (EEC) PRACTICES ON TELEVISION AND OTHER VISUAL MEDIA** and has been signed by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL.

JUL 04 2024

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Page No. 61
Book No. 39
Series of 2024.

C. Villarena

C. Villarena
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2024
PTR No. 5565783 / January 03, 2024 Q.C
IBP No. 399899 / January 04, 2024 Q.C
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-021 (2024-2025)
TIN NO 131-942-754
Matalino Corner Malakas ST., Brgy. Central
District IV, Diliman Quezon City

[Handwritten signature]