

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered this 15 October 2023 by and between:

The **DEPARTMENT OF ENERGY**, a government agency of the Republic of the Philippines, created under Republic Act No. 7638, as amended, with principal office address at Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City, represented herein by its Undersecretary, **FELIX WILLIAM B. FUENTEBELLA**, hereinafter referred to as "**DOE**";

-and-

The **KNOWLEDGE CHANNEL FOUNDATION, INC.**, a non-stock, non-profit organization organized and existing under the law of the Republic of the Philippines, with office address at 6/F Rockwell Business Center Tower 3 Ortigas Avenue, Barangay Ugong, Pasig City, represented herein by its Vice President and Director of Operations, **EDRIC C. CALMA**, hereinafter referred to as "**KCFI**";

The **DOE** and **KCFI** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

WITNESSETH: That

WHEREAS, **DOE** is mandated to prepare, integrate, coordinate, supervise and control all plans, programs, projects and activities of the government relative to energy exploration, development, utilization, distribution and conservation;

WHEREAS, to carry out this mandate, the **DOE** through the Consumer Welfare and Promotion Office (CWPO) formulates policy recommendations on consumer information, welfare promotion, empowerment, and protection relative to special consumer concerns.

WHEREAS, the **DOE** engages the services of **KCFI** for the development of an educational video which targets high school learners in promoting awareness on various professions in the field of energy sector with due consideration on gender;

WHEREAS, **KCFI** commits to help develop and enhance basic education in the Philippines through the use of modern communications technology. **KCFI** helps to educate and empower the marginalized Filipino children and other learners through educational media so that they may realize their full potential to best serve their communities and the country and help build a better world.

WHEREAS, **KCFI**'s expertise and track record in the development and distribution of quality multi-media learning resource materials shall facilitate the effective implementation and attain the objectives of this program.

NOW, THEREFORE, in view of the foregoing premises, the **PARTIES** hereby stipulate and agree as follows:

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Section I: Scope of Service

The DOE hereby engages that KCFI shall develop 3 infomercial materials that will raise awareness of students and households about the energy sector by advocating energy literacy, conservation, efficiency, and sustainability. The 1-2 minute each fully animated infomercials will be distributed in the following platforms: on-air through Knowledge Channel TV Broadcast; online through Knowledge Channel's website (www.knowledgechannel.org) and YouTube Channel; and, offline through the Knowledge Channel Portable Media Library.

Section II: Mode of Payment

The DOE shall pay KCFI the amount of Five Hundred Thousand Pesos (Php 500,000.00) for its services under this agreement. KCFI shall be entitled to the following schedule of payments:

- Fifty percent (50%) after submission of concept, story line, and script.
- Forty percent (40%) upon completion of the video and issuance of acceptance by DOE
- Ten percent (10%) after submission of report on the airing/broadcasting/distribution of the infomercial materials for energy consumers showing compliance to broadcasting requirements of this TOR.

Section III. Obligations of the KCFI

The KCFI shall:

1. Develop three (3) fully animated, one (1) to two (2) minutes each fully animated infomercials for the DOE;
2. Broadcast the same on Knowledge Channel, upload on Knowledge Channel's YouTube channel, and install into the Knowledge Channel Portable Media Library. The episode shall be aired as a supplementary learning resource for Elementary and Senior High School Science, fifty (50) times in one year, with replays on the same day pursuant to the primary Memorandum of Agreement between the DOE and KCFI, which was signed on 22 August 2017;
3. Complete the work within the period of six (6) months from the time funding has been received from the DOE, and the project shall be deemed complete upon KCFI's submission and delivery to, and acceptance by the DOE of the final narrative report and master copy of the video;
4. Mount a virtual video launch to the target audience of DOE;
5. Issue official receipts corresponding to payments made; and
6. Promote its partnership with the DOE in its website and official social networking sites;
7. Submit the schedule of airing to the DOE; and
8. Submit report of the said airing schedule and other related reports deemed applicable.

Section IV. Copyright and Intellectual Property

1. It is acknowledged that the resulting video episode and intellectual property and copyright thereof, shall be owned and belong to KCFI. The DOE, however may exercise all possessory rights including replication, distribution, etc. to the same.
2. The video shall be co-owned by the DOE and KCFI, however, both Parties may, without seeking the consent of the other, use the video material for promotional, educational, and informational purposes. Any benefit or recognition of this right shall be equally shared by both Parties and shall be expressed through cover labels, program credits, or acknowledgements of any form on any material, to be read as follows:

"Produced by Knowledge Channel Foundation, Inc.
in partnership with the Department of Energy"

3. The KCFI may continue to air the material more than what is required under this contract.
4. The KCFI may invite DOE to participate in events/activities related to the video material referred to in this contract.

Section V. Amendments

This Contract may be revised, amended, modified, or extended only through a written instrument duly executed and signed by both Parties.

Section VI. Term and Validity

This Contract shall be valid for a period of one (1) year, to take effect immediately upon signing hereof. However, either Party may pre-terminate this Agreement by serving the other Party a written notice to that effect, at least two (2) months prior to the intended date of termination, subject to the payment by DOE to KCFI for all services rendered by KCFI up to the effectivity date of the termination.

Section VII. General Conditions

1. Rights and privileges under this contract shall not be assigned or transferred by DOE or KCFI.
2. The failure of either party to enforce any of the provisions herein listed with respect to a breach thereof in any 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. KCFI 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 DOE.
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.

Section VIII. Arbitration

All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply.

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Section IX. 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 to the exclusion of other courts.

IN WITNESS WHEREOF, the Parties have hereto affixed their signatures at the place and date first written above.

**KNOWLEDGE CHANNEL
FOUNDATION, INC.
(KCFI)**

By:



EDRIC C. CALMA
Vice President and Director of Operations

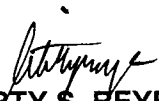
**DEPARTMENT OF ENERGY
(DOE)**

By:



USEC. FELIX WILLIAM B. FUENTEBELLA
Undersecretary

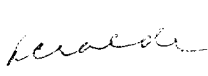
WITNESSED BY:



LIBERTY S. REYES
Resource Mobilization Manager



GENESIS A. RAMOS
Chief, Consumer Welfare and Promotion
Office



HELEN C. ROLDAN
OIC-Chief, Accounting Division
CAF No. 01-24-05-117
CAF Date: May 9, 2024
PR No. 02-0101-2024-02-0070
204, 070-21

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S

BEFORE ME, 23 Notary Public for and in the above jurisdiction, this 23 day of MAY 2024, personally appeared:

NAME	ID/PASSPORT NO.	DATE ISSUED/ EXPIRATION DATE
EDRIC C. CALMA		
FELIX WILLIAM B. FUENTEBELLA		

both known to me to be the same persons who executed the foregoing Contract of Service consisting of five (5) pages by affixing their signatures above where their names are printed and on each and every page hereof, and they acknowledge to me that the same is their voluntary act and deed as well as of the agency and corporation which they respectively represent.

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

NOTARY PUBLIC

Doc. No. 340 ;
Page No. 68 ;
Book No. 390 ;
Series of 2024

ATTY. JASON B. DE BELEN
Roll No. 36259
Adm. No. NP-008 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.
IBP No. 385735; Q.C., 1-2-2024
PTR No. 5554846; Q.C.; 1-2-2024
MCLE VII-0019570; 5-30-22

