

MEMORANDUM OF AGREEMENT

I. GENERAL INFORMATION

- A. An event, namely, the **MOFYA 2017** is scheduled on November 27, 2017, at Summit Halls 3-4, Philippine International Convention Center, CCP Complex, Pasay City.
- B. The event is organized by and for **OVERSEAS WORKERS WELFARE ADMINISTRATION**.
- C. Tasked to oversee and handle the overall event is **STAGES PRODUCTION SPECIALISTS, INC.**

II. PARTIES

- A. **OVERSEAS WORKERS WELFARE ADMINISTRATION** with principal address at OWWA Center, corners FB Harrison & 7th Streets, Pasay City henceforth referred to as **Client** and represented herein by its Administrator, **Hans Leo J. Cacdac**.
- B. **STAGES PRODUCTION SPECIALISTS, INC.**, with principal office at Unit 606 Greenbelt Mansion, 106 Perea St., Legaspi Village, Makati City, henceforth referred to as **Stages** and represented herein by its Head Administration/ Events Officer, **María Theresa I. Bolneo**.

III. TERMS AND CONDITIONS

- A. **Stages** will produce and manage the **MOFYA 2017** Event on November 27, 2017, in the abovementioned location, based on the elements of a concept that has previously been approved by the **Client**.
 1. **Stages** will mount a production specifically written and produced for the Event. The production package will include:

PARTICULARS	GROSS TOTAL
Talents	37,373.78
Host – Kakai Bautista	
Performer – Floyd Tena	
Event Team	302,199.85
Executive Producer / VO	
Director / Continuity Scriptwriter	
Production Manager	
Technical Director/ Lighting Designer	
Stage Manager	
Production Assistant 1	
Production Assistant 2	
Spinner	
Multimedia Designer	
Photographer	

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Video Coordinator	
Technical & Physical Requirements	234,878.73
Lights & Sound	
Set & Photowall	
1 unit LED 9' x 12'	
Multimedia Moodsetter Material (2 mins)	
1 cam closed-circuit TV, full event documentation, HD format	
Logistical Expenses	51,761.92
Pre-prod material expenses inclusive of representation	
Transportation	
Communications	
Set-up & strike expenses inclusive of batteries for wireless microphones, utility	
Administrative Cost	
NET TOTALS	626,214.28
ADD: Agency Service Fee - Creative Execution Fees	85,392.86
TOTAL	711,607.14
12% VAT	85,392.86
GRAND TOTAL	797,000.00

2. If **Client** so demands it, **Stages** will also book particular hosts, bands and other performers based on the **Client's** preferences, subject to agreed fees and to the availability of these performers. Should these performers be unavailable for the Event, or would not agree to the proposed fees, **Stages** will recommend alternative performers based on effectiveness and market value equivalent to the performers first preferred.
- B. In conjunction with the Event, **Client** will support the efforts of **Stages** by facilitating all arrangements and meetings pertinent to preparations for the said event, and providing necessary information needed as well as additional logistics stated in the proposal.
1. **Client** will arrange interviews and similar appointments with **Client's** top officers and/or key representatives, as requested by **Stages**, for purposes of developing the material for the Event.
 2. During the day of the Event, **Client** will provide:
 1. VENUE
 2. F&B FOR GUESTS
 3. AWARDEES' FLIGHTS, LOCAL TRANSFERS, ACCOMMODATIONS, MEALS AND OTHER RELATED EXPENSES
 4. POWER SUPPLY C/O PICC

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5. ADDITIONAL DRESS UP C/O CATERER OR VENUE IF NEEDED
6. INVITE PRINTING & DISTRIBUTION
7. AVP COMPONENT RAW MATERIALS
8. REGISTRATION TEAM AND MATERIALS
9. USHERS & AWARDED PERSONNEL
10. CASH PRIZES, TROPHIES, PLAQUES, MOCK-UP CHEQUES
11. ADDITIONAL PERFORMERS
12. VENUE SECURITY
13. RAFFLE PRIZES & GIVEAWAYS
14. ITEMS NOT MENTIONED IN THE INCLUSIONS.

B. For all the services and items **Stages** will render and supply, **Client** will pay the former a total Package Price equivalent to **SEVEN HUNDRED NINETY SEVEN THOUSAND PESOS AND 0/100** (Php 797,000.00), **Inclusive of All Applicable Philippine Taxes.**

1. Payment terms will be as follows:
 - a. Fifty percent (50%) down payment upon signing of MOA.
 - b. Fifty percent (50%) full payment on event date, within banking hours.
2. Mode of payment shall be in Company or Manager's Check payable to **STAGES PRODUCTION SPECIALISTS, INC.**

C. POSTPONEMENTS AND CANCELLATIONS

Should the Event be prevented, rendered impossible or unfeasible, by any act or regulation of public authority or bureau, act of God, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions or emergencies, or any other cause beyond the control of **Client** and **Stages**, it is understood and agreed that there shall be no claim for damages by either party to this agreement. Any deposits or payments received by either party shall be considered deposits or payments for the re-scheduled event to be mutually agreed upon by both. However, should the parties fail to agree on a re-scheduling of the said Event, the same shall be deemed terminated and aborted, in which case, **Client** and **Stages**, none of them being at fault for cancellation, shall conduct a reconciliation of their account as mutually agreed upon. However, **Client** agrees to pay for all expenses incurred by **Stages** prior to said interruption or event discontinuance such as but not limited to rehearsal fees, studio rentals, etc.

1. Should the Event be postponed through no fault of **Stages**, and is not considered a "force majeure", fortuitous circumstance, act of God," or such cause as described in paragraph D above, the renewal date shall be subject to mutual agreement of the parties, provided that postponement fees equivalent to fifty (50%) percent of the downpayment shall serve as damages for the said postponement. It shall be deemed forfeited by the **Client** and shall not be considered an advance payment for the re-scheduled event unless postponement is made less than seven (7) days before November 27, 2017; in which case, postponement fees will be equivalent to seventy-five (75%) percent of the downpayment. The remaining 25% will then be offset from the new approved contract price.

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2. Should the **Client** cancel the Event for reasons not attributable to **Stages**, and provided that the reasons for the cancellation are not considered among those mentioned in paragraph D, **Client** shall forfeit to **Stages** any and all payments or deposits already made and shall further pay **Stages** any balance due **Stages** as if the Event has been fulfilled and completed by **Stages**.
3. Should **Stages** cancel the Event for reasons not attributable to **Client**, and provided that the reasons for cancellation are not considered such as cases described in paragraph D above, **Stages** shall be obligated to return to **Client** whatever payments already made and shall also pay **Client** damages equivalent to no more than total contract price for the cancelled event. It being further understood and agreed that in consideration for the refund and payment of said damages by **Stages**, **Client** shall waive any and all claims against **Stages** for any and all damages which may arise and/or have risen by reason of the said cancellation.

D. TECHNICAL DISCLAIMER

1. To insure a smooth program flow, **Stages** will make provisions in the schedule for full technical rehearsals.
2. Should the program participants from **Client's** end, choose to waive their own rehearsals, and **Client** allows it, **Stages** will not be liable for any technical mishaps that may occur in portions of the program that have not been technically rehearsed.

E. LICENSE TO USE MATERIAL

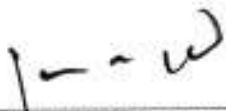
1. **Stages** will conceptualize, develop and produce an Event for the **Client's** approval in conjunction with **MOFYA 2017** on November 27, 2017.
2. This production may contain songs, original music arrangements, characters, a storyline, basic script, existing props and costumes that will be sourced from the **Stages** library of materials and will be borrowed from **Stages**-owned original productions.
3. Should the situation be so, **Stages** will give **Client** the license and right to use above materials for this Event, dubbed, **MOFYA 2017**. However, after the Event is produced, all rights and licenses to all materials identified as **Stages**-owned will revert to **Stages**.
4. **Client** may again use the same materials subject to mutually agreed terms and conditions.

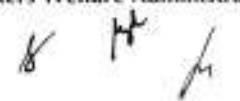
F. CONFIDENTIALITY CLAUSE

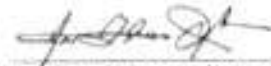
Stages shall hold any information of any nature that are made available by the Client or that become available to Stages by virtue of the terms of this Agreement or by the relationship created by these Terms in strict confidence. Stages agrees not to disclose to any person or third party, any confidential information in whatever manner acquired from the Client and/or its employees.

- G. This Agreement shall be deemed VALID only upon signing of the MOA by both contracting parties.
- H. This Agreement cannot be assigned or transferred without the written consent of both parties. The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver.
- I. This Agreement contains the complete understanding of both parties and may be amended, supplemented, varied, or discharged, only through writing, mutually signed by both parties, the validity, construction and effectivity of this Agreement shall be governed by the laws of the Republic of the Philippines.

IN AGREEMENT:



HANS LEO J. CACDAC
ADMINISTRATION
Overseas Workers Welfare Administration




MARIA THERESA I. BOLNEO
HEAD ADMINISTRATION/ EVENTS OFFICER
Stages Production Specialists, Inc.

DATE

SIGNED IN THE PRESENCE OF:



NORLIYA A. COMPU
Head, Accounting Division
P797,000.00 ins
5.5.3
Nov. 29, 2017