

CONTRACT FOR THE ENGAGEMENT OF
A NEWS MONITORING AGENCY

KNOWN ALL MEN BY THESE PRESENTS:

This CONTRACT is entered into this **APR 11 2 2019** day of _____ 2019 by and between the following:

The OFFICE OF THE PRESIDENTIAL ADVISER ON THE PEACE PROCESS (OPAPP), a government agency established and operating in the Philippines in accordance with the laws of the Republic of the Philippines, with principal address at 7th Floor Agustin I Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, represented by **DIR. ARNULFO R. PAJARILLO, Director for Finance & Administrative Services**, hereinafter referred to as the "FIRST PARTY";

-and-

ISENTIA MEDIA INTELLIGENCE, a corporation duly established and authorized to do business in the Philippines with principal address at One San Miguel, Pasig City, represented by **MR. VICTOR BENJAMIN M. LAYUG**, Account Manager, hereinafter referred to as the "SECOND PARTY".

WHEREAS, the SECOND PARTY is a media company which delivers news monitoring of mainstream and online news, and fully assisted social listening, with operations in the Asia Pacific Region;

WHEREAS, the FIRST PARTY requires the services of the SECOND PARTY for the news monitoring and social listening services and the SECOND PARTY is willing to provide the services;

NOW, THEREFORE, THE PARTIES hereby agrees as follows:

1. Services

The SECOND PARTY shall perform the Services specified in Annex "A", Terms of Reference, which is made an integral part of this Contract.

2. Term

The SECOND PARTY shall perform the Services commencing on the 1st of April 2019 and continuing up to the 31st of December 2019, or any other period as may be subsequently agreed upon by the parties in writing.

3. Payment

Handwritten signatures of the representatives of the First Party (Arnulfo R. Pajarillo) and the Second Party (Victor Benjamin M. Layug) are visible on the right side of the document.

For the Services rendered, the **FIRST PARTY** shall pay the **SECOND PARTY** an amount not to exceed **Forty Five Thousand Pesos (P45,000.00)** per month (VAT inclusive), subject to the terms of payment specified in *Annex "A"*, *Terms of Reference*, which is made an integral part of this **Contract**.

That an Official Receipt shall be attached and issued by the **SECOND PARTY**, and made integral part hereof, showing that the amount above mentioned was duly received and collected.

4. Project Administration

The **FIRST PARTY** designates *DIR. CHRISTIAN GUILLER R. OBMERGA, Head of OPAPP-Communications & Public Affairs Unit* as the **FIRST PARTY's** Coordinator. The **Coordinator** will be responsible for supervising the activities under this **Contract**, and prompt payment of services rendered by the **SECOND PARTY**, without necessarily limiting the reporting relationship of the **SECOND PARTY** to the signatory of the **FIRST PARTY**.

5. Performance Standards

The **SECOND PARTY** undertakes to perform the Services with the highest standards of professional ethical competence and integrity.

6. Ownership of Materials

Any studies, reports, and layered files prepared by the **SECOND PARTY** for the **FIRST PARTY** under the **Contract** shall belong to and remain the property of the **FIRST PARTY**. The **SECOND PARTY** may retain a copy of such documents and materials, exclusively for record purposes.

7. Confidentiality

The **SECOND PARTY** shall not disclose any proprietary or confidential information relating to the Services, this **Contract**, or the **FIRST PARTY's** business or operations, without the prior written consent of the **FIRST PARTY**.

Furthermore, the **FIRST PARTY** shall also not disclose any confidential information pertaining to the products, services, details of this engagement, or any proprietary methods of the **SECOND PARTY** other than those which are publicly available.

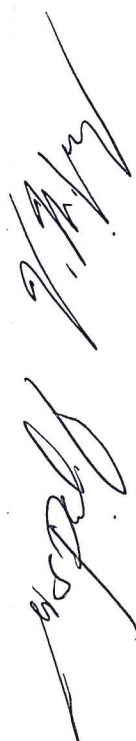
8. Complaints

With respect to the quality of Services rendered by the **SECOND PARTY**, the **FIRST PARTY** shall notify the **SECOND PARTY** of any complaint or claim within seven (7) days from the rendition of the objectionable Service. The **FIRST PARTY** may inform the **SECOND PARTY** verbally or in writing about its complaint.

9. Assignment

The **SECOND PARTY** shall not assign this **Contract** or sub-contract any portion hereof without the **FIRST PARTY's** prior written consent.

10. Termination



The **FIRST PARTY** or the **SECOND PARTY** may extra-judicially terminate this Contract for any valid reason by notifying the other party, in writing, ninety (90) days prior to the intended termination of the Contract, in accordance with the Implementing Rules and Regulations of Republic Act No. 9184.

11. Performance Security

The **SECOND PARTY** shall post a performance security equivalent to 5% of the total contract price. The same shall be returned to the **SECOND PARTY** after the completion of the undertaking. Such performance security shall be in the form of cash or manager's check.

The performance security shall be released to the **SECOND PARTY** after the **FIRST PARTY** has issued a Certificate of Acceptance to the former, subject to the following conditions:

- a) **SECOND PARTY** has no claims filed against the **FIRST PARTY**;
- b) **SECOND PARTY** has no claims for labor and materials filed against the **FIRST PARTY**; and
- c) Other terms of the Contract.

12. Amendment

Any amendment to this contract shall be made in writing and signed by the parties.

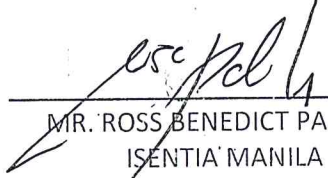
IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2019, in the City of Pasig, Philippines.


DIR. ARNULFO R. PAJARILLO
FIRST PARTY


MR. VICTOR BENJAMIN M. LAYUG
SECOND PARTY

SIGNED IN THE PRESENCE OF:


ALANSAH PENDATUN
CHRISTIAN GUILLER R. OBMERGA
Head CPAU


MR. ROSS BENEDICT PALILEO
ISENTIA MANILA

CERTIFIED AVAILABILITY OF FUNDS

MS. LEILANNIE T. DISTANANGCOP, CPA
PPO IV-Acting Accounting Section Head
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY)S.S
MANDALUYONG CITY

BEFORE ME, a Notary Public for and in Pasig City, Philippines, personally appeared and exhibited to me their Community Certificate as follows:

Name	GOV'T ID No.	Date/Place Issued
DIR. ARNULFO R. PAJARILLO	Passport No P3105382A	16 May 2017 DFA/MNL
MR. VICTOR BENJAMIN M. LAYUG	275-312-624-000	12/06/2011/ Antipolo City

All known to me and to me known to be the same persons who executed their foregoing instrument which they signed and acknowledged before me as their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL THIS APR 12 2019 day of 2019.

NOTARY PUBLIC

~~ATTY. JAMES K. ABUGAN~~
NOTARY PUBLIC

Appt. No. 0442-19
Until Dec 31, 2020

ICP No. 050267 Sept. 28, 2018
Roll No. 28890 Lifetime

MCLE No. VI-0012875 Until 4/14/2022

TIN No. 116-239-986

PTR No. 3811514/1-3-2019

Tel No. 631-40-90

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