



**NOTICE TO PROCEED**

05 February 2020

**MR. KIM, KYONG HAE**  
CEO  
Communications Korea  
No. 37, Dosan-daero 54-gil  
Gangnam-gu, Seoul

Dear Mr. Kim:

Notice is hereby given to **Communications Korea** that work may commence for the **"PR Agency Services"** for *Philippine Department of Tourism-Korea* effective 05 February 2020.

Henceforth, you are responsible for performing the services under the terms and conditions of approved Memorandum of Agreement for PR Services from 05 February to 31 December 2020 and in accordance with the agreed PR Campaign Plan.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below and email back to us the signed copy at [pdot@philippinetourism.co.kr](mailto:pdot@philippinetourism.co.kr), [lily@philippinetourism.co.kr](mailto:lily@philippinetourism.co.kr) and [amy@philippinetourism.co.kr](mailto:amy@philippinetourism.co.kr) Very truly yours,

**MARIA CORAZON JORDA-APO**  
Tourism Director  
Philippine Department of Tourism-Korea

Conforme:

Kim Kyong-Hae, CEO,

Communications Korea Representative and signature

05/02/2020

Date Received



Embassy of the Republic of the Philippines  
 Pasuguan ng Pilipinas  
 Seoul

**ACKNOWLEDGMENT**

EMBASSY OF THE PHILIPPINES)  
 CONSULAR SECTION ) S.S  
 SEOUL, SOUTH KOREA

BEFORE ME, **LYZA MARIA S. VIEJO**, duly commissioned and qualified in Seoul on this date, 4/23/2020 (month/day/year), personally appeared the following person/s:

<i>Name</i>	<i>Passport #</i>	<i>Place of Issue</i>	<i>Date of Issue</i>
<b>MARIA CORAZON G. JORDA-APO</b>	<b>D0003989A</b>	<b>PE SEOUL</b>	<b>10/21/2019</b>

known to me to be the same person/s who executed the annexed instrument, and being informed by me of the contents of said instrument, acknowledged before me that he/she/they executed the same of his/her/their own free will and deed. The said party/parties, with two (2) instrumental witnesses, signed at the foot of the instrument which, together with annexes and acknowledgment consists of 10 pages.

As for the contents of the annexed document, the Embassy assumes no responsibility whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand on these presents and affixed hereon the seal of the Embassy of the Republic of the Philippines in Seoul, Republic of Korea, this date (month/day/year): 4/23/2020.



*Lyza Maria S. Viejo*  
**LYZA MARIA S. VIEJO**  
 Vice Consul

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**ANNEXED DOCUMENT:MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN COMMUNICATIONS KOREA AND THE PHILIPPINE DEPARTMENT OF TOURISM-KOREA, REPRESENTED BY MARIA CORAZON JORDA-APO**

## MEMORANDUM OF AGREEMENT

### PR AGENCY SERVICES

This Agreement made and entered into this 5<sup>th</sup> day of February 2020, at the City of Seoul, Korea by and between:

The **PHILIPPINE DEPARTMENT OF TOURISM-KOREA**, a government entity of the Republic of the Philippines, with official address at Suite 801, Paiknam Bldg., Euljiro 1 (il) ga, Jung-gu, Seoul 04533, Korea, represented herein by **MARIA CORAZON JORDA-APO**, in her capacity as Tourism Director, and hereinafter referred to as the **DOT-Korea**:

and

**COMMUNICATIONS KOREA**, a private firm duly organized and existing under and by virtue of the laws of the Republic of Korea with business address at 37 Dosan-daero 54-gil, Gangnam-gu, Seoul, Korea, represented herein by its CEO **KYONG HAE KIM**, and herein after referred to as the "**AGENCY**".

#### WITNESSETH:

**WHEREAS**, to complement its promotion, communication and market development strategies in South Korea, DOT-Korea needs to undertake a public relations campaign to ensure widest information dissemination to all its target market about Philippine tourism;

**WHEREAS**, the DOT-Korea needs to continue its PR activities and communication strategies in South Korea to sustain increased arrival of tourists from the said market which currently is the top market source in terms of tourist arrivals into the Philippines;

**WHEREAS**, to reinforce effective media coverage to raise the competitiveness of the Philippines as a tourist destination in Korea and to emphasize the diverse fun aspect in support of the "It's More Fun in the Philippines" campaign, DOT-Korea deems it necessary to appoint a PR agency based in Korea.

**WHEREAS**, DOT-Korea posted an invitation to bid on January 23, 2020 at the DOT website and the bulletin board of the Philippine Embassy for the procurement of services of a well-experienced PR Agency based in South Korea to support its promotion, communication, and market development strategies for **February to December 2020**;

**WHEREAS**, DOT-Korea also sent invitation for proposals to six (6) PR Agencies in Korea, namely Aview Korea Corporation, Chosun Media Group, Communications Korea, Creatip, Egg PR, Grape PR and Consulting;

**WHEREAS**, only two (2) PR companies namely, Aview Korea Corporation and Communications Korea, submitted valid and complete proposals;

**WHEREAS**, after thorough evaluation, DOT-Korea selected **COMMUNICATIONS KOREA** to be the PR agency of the Philippines in Korea;

*Kim*

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**NOW, THEREFORE,** foregoing premises considered, and the terms and conditions hereunder set forth, the parties hereto have agreed as follows:

### **1. Engagement and Provision of Public Relations Services**

DOT-Korea hereby contract the PR services of the AGENCY, and the AGENCY hereby accepts the responsibility as DOT-Korea's Public Relations firm in South Korea in accordance with the terms and conditions stipulated in this Agreement, to provide, conceptualize, design and execute an effective and efficient public relations campaign in South Korea.

### **2. Provision on Conflict of Interest**

AGENCY agrees that for the duration of this Agreement, it shall not enter into any contract, identical to or that may tend to conflict with this Agreement with a direct competitor country of DOT-Korea.

### **3. Services to be Performed by the Agency**

AGENCY shall perform all services necessary or required to provide, conceptualize and implement effective and efficient marketing and communications strategies and activities for DOT-Korea in South Korea which services shall include, but shall not be necessarily limited to the following, to wit:

- Strategic PR planning and consultation
- Public relations project development and execution
- Publicity activities including regular press releases (minimum of 50) and 3-4 feature articles per month
- Media relations and equity handling
- Proactive media pitch including research and conceptualization of new publicity opportunities
- Organization of media familiarization programs (at least two groups) for one year
- Daily media monitoring and daily e-news clippings
- Proactive monitoring and management of crisis/issues situations including damage control
- Translation of media coverage or articles as required by DOT-Korea
- Public relations activity through monthly and executive reports
- Media monitoring of DOT Korea Office initiated media invitational programs
- Submission of media database per quarter
- Submission of activity/monthly report
- Other related public relations support and services as may be required by DOT

The particulars of the services of the AGENCY will be in consonance with the implementation of the PR Plan as defined and outlined in Annex "A" hereof which is made an integral part of this Agreement.

*Handwritten signature*

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Included in the AGENCY's undertaking to render the services enumerated under paragraph 3 above are the following specific obligations, to wit:

- Make immediate action on emerging situations including periodic review of existing communication strategies and initiatives; counter acting negative publicity, if any; perceived sources of other information that will enhance the effectiveness of the communication strategy.
- Provide other information such as current market trends, competition and other activities as may be considered necessary;
- Prepare or supervise the preparation of all press materials for events/projects in accordance with applicable specifications and time requirements of DOT Korea;
- Preparation of minutes of media consultations, relevant presentations and other important meetings
- Analysis of issues and concerns related to the media coverage received
- Analysis of most common queries received from the media and how they were addressed
- Key media visits every month
- Endeavor to make all purchases of related-services and materials at the most advantageous terms and conditions to DOT Korea.

#### **4. Other Collateral Marketing/Public Relations Services**

AGENCY shall provide such additional marketing/public relations related services not included or covered by this Agreement and as may be required by DOT-Korea from time to time during the effectivity of this Agreement for which DOT-Korea shall be separately billed by the AGENCY payment thereof however by DOT-Korea shall be subject to the usual government accounting and auditing rules and regulations.

#### **5. Change in Deliverables**

DOT-Korea shall have the right at any time to request the AGENCY to change the deliverables mentioned in ANNEX "A" hereof and the period of delivery for said changes shall be agreed upon by DOT-Korea and the AGENCY including the cost thereof provided however that the said change in deliverables shall not exceed the total cost of this Agreement.

#### **6. Schedule of Delivery**

The AGENCY shall complete and deliver the required services/output of its tasks, either collectively or as a specific activity, mentioned in paragraph 3 above in accordance with the schedule stated in Annex "A" hereof, provided, however, that said schedule of completion/delivery may be changed on valid and reasonable ground as approved by DOT-Korea.



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## 7. Delay in the Delivery of Services

Delay by the AGENCY in the delivery of its tasks as enumerated in paragraph 3 above by reason of its failure or refusal to complete its undertakings as scheduled without valid justification as approved by DOT-Korea shall be a basis for DOT-Korea to deduct from whatever amount is due to the AGENCY by reason of this Agreement on a daily basis a penalty fee in the sum equivalent to one percent (1%) of the corresponding cost of the services that the AGENCY failed to complete or deliver as scheduled until said services is completed or delivered to the satisfaction of DOT-Korea.

## 8. Provision of Materials

Upon request by the AGENCY, DOT-Korea may provide the AGENCY with all required materials available in its possession and are necessary for the purpose of this Agreement, provided, however, that it shall be the responsibility of the AGENCY to source its own materials with due regard and observance of all laws, either in the Philippines or Korea, affecting intellectual property creations or copyrights as the case may be.

## 9. Agency Compensation

DOT shall pay the AGENCY for services satisfactorily performed under this Agreement, monthly professional fee of SEVEN THOUSAND US DOLLARS (US\$ 7,000) or its equivalent in Korean currency, inclusive of all applicable taxes, both under Philippine and Korean laws and regulations and subject to the usual Philippine government accounting and auditing rules and regulations. In addition, DOT-Korea will provide a maximum of ONE THOUSAND US DOLLARS (US\$ 1,000) or its equivalent in Korean currency per month to cover out-of-pocket expenses to be granted to the AGENCY on reimbursement basis after presentation to PDOT-Korea of all required supporting documents.

In accordance with existing industry practice in South Korea and the latter's applicable law relating to transactions subject of this Agreement, the AGENCY shall be entitled to the usual commissions from third party contractors provided, however, that AGENCY must observe due diligence in ensuring that said transaction is the most advantageous to DOT-Korea in accordance with paragraph 3 above on purchase of related services and materials through appropriate canvass of at least three (3) suppliers per purchase requirement.

## 10. Billing Procedure

AGENCY shall furnish its invoice to DOT-Korea on a monthly basis on or before the tenth (10<sup>th</sup>) day of each following month to include the following:

- **US\$ 7,000.00-** for professional retainer's fee for services delivered during the preceding month that have become payable;
- **US\$ 1,000.00 (maximum)** – for out-of-pocket costs incurred for the effective performance of PR services (e.g. meals for meetings with journalists on behalf of DOT-Korea, transportation and other administrative expenses) during the preceding month.

*Kind*

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Provided, however, that the said monthly invoice for professional fee must be supported with actual proof of services rendered as indicated in the "PR Work Schedule" as set out in Annex "A" hereof, including services rendered resulting from change of activity as approved by PDOT-Korea, and out-of-pocket costs must be supported with a summary of expenses duly certified by the Chairman of the AGENCY or his designated officer with attached original receipts, and other supporting documents as maybe required by DOT-Korea to comply with Philippine Government auditing and accounting rules. Payment for any corresponding invoice will be remitted by DOT-Korea to AGENCY's bank account through bank transfer within forty (40) days from said acceptance of the work being billed. For purposes of this agreement, the exchange rate prevailing at the time of billing shall be used as reference for a particular billing period.

It is hereby expressly understood that an invoice which is not supported by proof of services rendered by the AGENCY and out-of-pocket expenses shall be ground for the withholding of payment of whatever amount is due the AGENCY until such time that said proof is submitted and accepted by DOT-Korea.

#### **11. Confidentiality**

Both DOT-Korea and AGENCY shall hold in confidence all confidential information which comes to their knowledge and shall not use, not disclose to others any such information except those persons entrusted by DOT and AGENCY to possess or know said information by reason of the implementation of this Agreement which persons however shall be obligated by AGENCY and the DOT to keep said information confidential as herein contemplated.

#### **12. Prior Agreement**

All marketing and public relations materials produced by AGENCY must be approved by DOT-Korea before such execution. Such approval shall be taken a given upon completion of PR strategy which bears previous DOT-Korea approval.

Likewise, AGENCY undertakes to coordinate at all times with DOT-Korea with respect to all marketing and public relations materials prepared under this Agreement to ensure that all claims or representations contained therein are true and accurate and supported by objective and reliable data and are not deceptive or misleading, provided, however, that whatever resulting prejudicial consequences by virtue hereof shall be borne and shall become the sole responsibility of the party whose act has been found wanting under the circumstances;

#### **13. Liability and Prohibition of Transfer**

No responsibilities or duties based on this Agreement may be transferred to a third party without the consent of both parties, provided, however, that AGENCY may assign or subcontract obligations under this Agreement or any part thereof with prior express/written permission of DOT-Korea.

#### **14. Cancellation of Agreement**

- a. This Agreement may be cancelled upon 30 days written notice by either party in the event that the other party causes any breach of this Agreement



or in case of poor performance by the AGENCY as determined by DOT Korea or defamation of the other party or in any situation where there are fair reasons such as aggravation of sales, finances, and/or payment situations, or danger of such events.

- b. In the event of termination, DOT-Korea agrees to pay for services rendered by AGENCY as ordered/approved by DOT-Korea 30 days prior to the receipt of the Notice of Termination and for which the corresponding media contracts for said activities had already been concluded by the AGENCY.

### **15. Indemnity against Damages**

Both DOT-Korea and AGENCY shall indemnify each other against any costs, expenses and damages that result from faults made by the other party and the compensation will not exceed the actual expenses incurred by DOT-Korea and AGENCY. Both the DOT-Korea and the AGENCY shall hold each other free and harmless against any claims for the unauthorized use of name or likeness of any person, libel, slander, defamation, disparagement, piracy, plagiarism, idea misappropriation, infringement of copyright, title, slogan or other property rights, invasion of the right of privacy, and other similar cases due to the other party's fault and/or negligence.

### **16. Warranty**

AGENCY warrants that all services that it will render in pursuance of this Agreement are its own original creation/concept and/or it had obtained all necessary consents, licenses, releases or other authorization for the use of all the materials, properties or services requiring the same.

### **17. Emergency or Restriction on Regulation**

Should the AGENCY be unable to deliver its obligations or any part thereof pursuant to this Agreement due to public emergency or necessity, legal restrictions, force majeure, acts of God, strike, or at the direction of government authorities, or for any other reason beyond its control, the AGENCY shall not be liable to DOT-Korea. In such event, AGENCY and DOT-Korea shall agree upon a satisfactory production substitute or a new schedule for the performance or delivery of the services or if no such agreement can be reached, this Agreement may be terminated or rescinded by the parties and both the AGENCY and DOT-Korea shall render proper accounting to settle all accountabilities obtaining between the parties as of the date of said rescission or termination of this Agreement.

### **18. Proprietary Right on Resulting Marketing and Public Relations Materials**

DOT-Korea shall be considered the sole owner, for all legal purposes, of all proprietary rights, tangible and intangible creations, materials, objects and things produced by AGENCY and paid for by DOT-Korea under this Agreement which shall include, but are not limited to, artworks, prints, radio, television and film productions, photographs, slide films, videotape recordings, musical compositions, jingles, signs and all other similar materials, and that DOT-Korea may reproduce or reprint the same in all forms of media either locally or abroad for its advertisement purposes with no obligation on its part to secure the consent of the AGENCY;

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**19. No Employer-Employee Relationship**

It is understood that the AGENCY is an independent contractor with its own personnel, equipment and resources and that the AGENCY and/or any of its employees, agents or representatives do not have employer-employee relationship with the DOT-Korea nor shall DOT-Korea have any obligation or liability whatsoever with respect to all claims of the AGENCY's employees, agents or representatives against the AGENCY;

**20. Settlement of Dispute**

All actions requiring judicial intervention that may arise by reason of this Agreement may only be brought before the proper court in the City of Manila, Philippines, to the exclusion of all other venue, provided, however, that the parties may avail of all possible mode of dispute settlement mutually agreed upon by them before resort to judicial action. This Agreement shall be governed and interpreted in accordance with Philippine laws.

**21. Effectivity**

This Agreement will commence on **February 5, 2020 until December 31, 2020** and shall remain valid and binding unless sooner terminated/rescinded as provided for herein, until all the obligations of the parties herein shall have been settled to their satisfaction in accordance with the terms and conditions hereof.

**22. Amendment**

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understanding that the parties may have agreed relating hereto. No amendment, modification or waiver of this agreement or any term or provision herein may be made except by an instrument in writing mutually executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place first above written.

**DEPARTMENT OF TOURISM-KOREA**


By:   
**MARIA CORAZON JORDA-APO**  
Tourism Director

**COMMUNICATIONS KOREA**

By:   
**KYONG HAE KIM**  
CEO




**SIGNED IN THE PRESENCE OF:** Sang Sun Jung

  
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**FUNDS AVAILABLE:**

  
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