

### **INVITATION TO BID**

The Bids and Awards Committee ( BAC ) of the Intercountry Adoption Board ( ICAB ), an attached agency of the Department of Social Welfare and Development ( DSWD ), through the General Fund ( 101 ) intends to apply the following amount being the Approved Budget for the purchase of ICAB's Development and Implementation of Campaign with the following description / specifications:

Development & Implementation of Creative Campaign (Infomercial Promoting Adoption)		
Phase 3	(Implementation date-February,2013)	P846,840.00
Phase 4	(Implementation date- April, 2013)	246,400.00
Phase 5	(Implementation date- June, 2013)	246,400.00
Phase 6	(Implementation date- August, 2013)	220,640.00

Bids requirements must be submitted to the ICAB Bids and Awards Committee at No.2 Chicago St., corner Ermin Garcia St., Barangay Pinagkaisahan, Cubao, Quezon City 1111 on or before February 11, 2013.

Openings of the Bids will be on February 14, 2013 at the ICAB office. The ICAB reserves the right to accept or reject any Bid, to annul the bidding and to reject all Bids at any time prior to the contract awards thereby incurring no liability to the affected Bidder or Bidders.

For further inquiries, please call or contact Ms. Gina C. Escalante or Mrs. Janet T. Santos at telephone numbers 721-97-81/82, 726-45-68 local 815 / 816 or e-mail us at [adoption@icab.gov.ph](mailto:adoption@icab.gov.ph). This publication is also posted in our website at [www.icab.gov.ph](http://www.icab.gov.ph).

  
**GINA C. ESCALANTE**  
Chairperson  
BIDS AND AWARDS COMMITTEE

**Intercountry Adoption Board**  
 Bids and Awards Committee (BAC)  
 Minutes of Meeting  
 January 29, 2013

I. The meeting was called to order at 9:30 a.m.

II. Attendance:  
 Gina C. Escalante  
 Danilo P. Gatmaitan  
 Marissa G. Prades  
 Imelda R. Ronda  
 Marivir T. Tungol

III. The following were the discussions and the deliberations:

Issues and Concerns	Deliberation/ Discussions	Agreement/ Recommendations
1. Evaluation of the bid/quotation from McCann World-Group Phils., Inc.; Altcom Media & Advertising; and Back of the House Events & Marketing Services.	The quotations received were reviewed by the Bids and Awards Committee. Both the Altcom Media & Advertising and the McCann World-Group Phils., Inc. submitted all the requirements such as, the SEC Registration, BIR Registration, PHILGEPS Registration, & Mayor's Permit.	The BAC awarded to McCann Worldgroup Phils., Inc. the infomercial campaign because the concept presented was more detailed, specific phases of activities were presented, and a clear grasp of the intention of the adoption advocacy was emphasized.

IV. The meeting was adjourned at 1:30 P. M.

Attested by:

  
**Gina C. Escalante**  
 BAC Chairperson

**Marissa G. Prades**  
 Member

  
**Marivir T. Tungol**  
 Member

  
**Danilo P. Gatmaitan**  
 Member

  
**Imelda R. Ronda**  
 Member

**NOTICE OF AWARD**

January 31, 2013

**Ms. Cecile Velez**  
Associate Group Head Director  
McCann Worldgroup Phils., Inc.  
5/F Active Fun Bldg., 9<sup>th</sup> Ave.  
Bonifacio Global City  
Taguig City

Dear **Ms. Velez**:

We would like to inform you that the procurement for the Development and Implementation of Creative Campaign with the following description/specifications:

Phase 3	(Implementation date-February, 2013)	P593,118.40
Phase 4	(Implementation date- April, 2013)	246,400.00
Phase 5	(Implementation date- June, 2013)	246,400.00
Phase 6	(Implementation date- August, 2013)	220,640.00

is hereby awarded to you for submitting the Competitive Price Quotation at a price equivalent to Pesos: **ONE MILLION THREE HUNDRED SIX THOUSAND FIVE HUNDRED FIFTY EIGHT AND 40/100 ONLY (P1,306,558.40).**

You are therefore required within ten (10) days from the receipt of this notice of award to formally enter into contract with us. Failure to enter into the said contract shall constitute sufficient ground for cancellation of the award.

Very truly yours,

  
**GINA C. ESCALANTE**  
BAC Chairman

Conforme:

  
CECILE S. VELEZ

Signature over printed name  
**McCann Worldgroup Philippines, Inc.**

Date: \_\_\_\_\_

**NOTICE TO PROCEED**

October 24, 2012

Mrs. **CECILE VELEZ**  
McCann Worldgroup Philippines, Inc.  
5/F Active Fun Building  
9<sup>th</sup> Avenue corner 28<sup>th</sup> Street  
City Center, Bonifacio Global City  
Taguig City

Dear Ms. Velez:

The attached Contract Agreement having been approved, notice is hereby given to McCann Worldgroup Philippines, Inc. that work may commence on the campaign's Creative Development and Implementation of intercountry adoption advocacy effective one (1) day after you acknowledge receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Contract.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Bids and Awards Committee, Intercountry Adoption Board.

Very truly yours,

  
**GINA C. ESCALANTE**  
Chairman  
Bids and Awards Committee

**PAID**

I acknowledge receipt of this Notice on \_\_\_\_\_  
Name of the Representative of the Bidder CECILE G. VELEZ  
Authorized Signature \_\_\_\_\_



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is executed this January 2013 at Makati City, Metro Manila by and between:

**Inter-Country Adoption Board (ICAB)**, a government agency mandated to act as the Central Authority in matters relating to inter-country adoption and as the policy-making and regulatory body for purposes of carrying out the provisions of the Inter-Country Adoption Act of 1995 or Republic Act No. 8043, address at #2 Chicago corner Ermin Garcia Streets, Barangay Pinagkaisahan, Cubao, Quezon City, Philippines,, represented in this act by Atty. Bernadette B. Abejo, hereinafter referred to as the "**ICAB**";

-and-

**McCann Worldgroup Philippines, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines with office address at 5F Active Fun Building 9th Avenue corner 28th Street, Bonifacio Global City, Taguig represented in this act by Cecile Gabutina-Velez, Vice President and Managing Director of McCann Erickson , hereinafter referred to as the "**AGENCY.**"

### WITNESSETH THAT:

WHEREAS, ICAB requires the services of a bona fide advertising AGENCY in connection with the advertising requirements of its products;

WHEREAS, AGENCY represents that it is a provider of top-quality advertising services to fulfill ICAB's requirements;

WHEREAS, AGENCY represents that it is duly qualified, authorized and licensed under relevant local and national laws and regulations to provide such advertising services;

WHEREAS, AGENCY is offering its advertising services to ICAB and ICAB is willing to avail itself of such services under certain terms and conditions;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

#### **I. Scope of Agreement**

AGENCY shall provide ICAB with media and advertising services to implement ICAB's information campaign in support of its social advocacy to promote adoption in the Philippines.

#### **II. AGENCY Services**

For and in consideration of the remuneration specified under Section III and Annex "B" of this Agreement, AGENCY shall provide the advertising services, including creative and strategic solutions, more particularly described and enumerated in Annex "A" of this Agreement (hereinafter referred to as the "Services"). Annex "A" is hereto attached and made an integral part of this Agreement.

#### **III. AGENCY Compensation**

For rendering the Services as specified under Section II hereof, AGENCY shall be entitled to the remuneration amounting to One Million Pesos (Php 1,000,000.00).

**IV. Confidentiality**

Both parties agree to hold in strict confidence all information furnished by one party (the "Disclosing Party") to the other (the "Receiving Party") under this Agreement. The Receiving Party shall be responsible for any and all damage that may result from the use, misuse or transmission to third parties of confidential information furnished to the Receiving Party, without obtaining prior clearance or consent of the Disclosing Party. The Receiving Party shall pay for all such damages and shall indemnify the Disclosing Party against liability or loss from any material breach of this provision which is the direct and proximate cause of the damage resulting to the Receiving Party. Both parties undertake to treat as "Confidential" all information provided by the other, with a further undertaking to ensure that the obligation of confidentiality shall be binding on each party's officers and employees, and shall be in effect for the duration of this Agreement.

The foregoing obligation shall not apply to any information which:

1. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; or
2. was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Recipient; or
3. is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party; or
4. was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party; or
5. is required by applicable laws and regulations to be disclosed to third parties.

**V. Indemnification**

Although AGENCY shall exercise due care to ensure that all contracted services undertaken complies with all laws in force in the Philippines, AGENCY shall not be responsible for any costs/damages arising from legal claims once the advertising activities or materials are approved by ICAB. ICAB shall reimburse AGENCY for all expenses incurred by the latter including out-of-pocket and legal expenses, arising from legal proceedings in connection therewith.

ICAB agrees to indemnify and hold AGENCY harmless with respect to any act causing damage or loss to AGENCY and attributable to the fault or neglect of ICAB or for damages due to the use by AGENCY of any information or materials supplied by ICAB and necessary for the performance of AGENCY's services under this Agreement.

AGENCY agrees to indemnify and hold ICAB harmless with respect to any act of the AGENCY in the performance of its obligations under this Agreement which causes damage or loss to ICAB and is solely attributable to the fault or neglect of AGENCY.

**VI. Billings and Settlements**

- A. All the amounts payable by ICAB under this Agreement shall be inclusive of value-added tax which shall be for the account of, and borne by ICAB.

- B. In cases of unpaid accounts, where it has been established that ICAB has not in fact remitted payment to AGENCY within the prescribed payment period, ICAB shall be held liable to the AGENCY under the immediately preceding paragraph, as determined by the various advertising industry sectoral associations (e.g. KBP, ASAP, UPMG). Notwithstanding the foregoing, in the event ICAB has failed to remit such unpaid accounts due solely to AGENCY's unjustified delay in billing ICAB in accordance with the terms and conditions of this Section, AGENCY shall be liable for interest on such unpaid amounts as may be billed by a particular supplier, only for the particular period that the AGENCY has been in delay in its billings to the ICAB; provided that there is not contributory fault or negligence on the party of ICAB, and provided further, that ICAB shall remain solely liable for the full principal amount of such unpaid accounts.
- C. Should, upon ICAB's instructions, any current, approved or ongoing work/project be discontinued, approved advertising materials be modified, or completed projects of AGENCY not be implemented, AGENCY shall, to the extent such work was necessary and approved, be entitled to payment of the fees payable under this Agreement.

## VII. Term and Termination

- A. The term of this Agreement shall be for a period of one year, commencing from January 1, 2013 to December 31, 2013, which Term shall be automatically renewed from year to year, unless terminated by either party in accordance with the provisions of this Section; Provided that the parties agree that a performance review of this Agreement in relation to the rights and obligations of the parties herein, shall be conducted every six (6) months from the commencement of the Term until the date this Agreement is duly terminated in accordance with the provisions hereof.
- B. This Agreement may be terminated by either party at any time by giving ninety (90) days written notice to that effect to the other party. No cause or explanation is required to terminate this Agreement under this paragraph. In the event of such termination, ICAB shall pay/reimburse AGENCY for all services rendered until the effective date of termination on-going works in accordance with Section VI (E). After the lapse of the 90-day period, ICAB shall have the absolute right to engage the services of another AGENCY.

Upon the expiration of the 90-day termination notice period, and to the extent that third parties in interest refuse to release AGENCY from its obligation, AGENCY shall be reimbursed for any costs incurred by it in connection with non-cancellable contracts made on ICAB's authorization.

- C. Either party may suspend performance and/or terminate this Agreement upon written notice to the other party if:
- a. A party commits a material breach of this Agreement; or
  - b. A Party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency or receivership proceeding, or has any petition under bankruptcy law filed against it, which petition is not dismissed within sixty (60) days of such filing, or has a trustee or receiver appointed for its business or assets or any Party hereof.

Upon the termination of this Agreement by AGENCY under this paragraph, ICAB shall immediately pay all amounts due and outstanding as of the date of such termination, covering services rendered as of such date.

**VIII. Intellectual Property Rights**

- A. Each party shall not, without prior written authority of the other, use or allow the use of trademarks, copyrights, patents and other intellectual properties belonging to the other party and any of its affiliates.
- B. *Advertising Materials.* While ICAB shall own all the rights, title and interest in all the advertising materials, all intellectual property rights, and related title and interest in all advertising materials, including copyright to the creative idea, shall be retained by AGENCY unless and until expressly transferred to ICAB. As between AGENCY and ICAB such intellectual property rights shall be deemed transferred effective from date of payment of such fees as the Parties may agree upon in writing. Upon payment of the corresponding fees for the transfer, AGENCY shall cause the transfer of the intellectual property rights to the advertising materials and the execution of such documents as may be required in order to complete the transfer of ownership to the intellectual property rights in the ICAB.

AGENCY shall coordinate with ICAB to set up a process for ensuring the prompt registration of ICAB's trademarks, copyrights and other intellectual property rights used for advertising purposes.

- C. *AGENCY Proprietary Content.* ICAB understands and acknowledges that AGENCY has developed or may develop content that the latter considers proprietary and confidential, and that such content may be used as part of or in the production of advertising materials. AGENCY shall, before using or including such content in the provision of Services and production of the advertising materials, inform the ICAB. In the event AGENCY proprietary content is used or included in the advertising materials, ICAB acknowledges that all rights and interests to such content, including applicable intellectual property rights belongs and shall continue to belong to the AGENCY. ICAB shall also be informed of the fees and charges applicable for the use of AGENCY proprietary content, which on its use shall be for the account of the ICAB.

**IX. Relationship of Parties**

AGENCY shall act at all times herein as an independent contractor, and nothing contained herein shall be construed to create a relation of employer and employee, or a partnership or joint venture between ICAB and AGENCY. Except as otherwise expressly stated in this Agreement, in no instance shall a party hereto be construed as assuming any other form of obligation or liability of the other party or binding itself to render some service in representation or on behalf of the other party.

Under no circumstances shall any employee of AGENCY be considered as an employee of ICAB. All personnel employed or contracted by AGENCY for the performance of services under this Agreement shall be the employees of AGENCY and not of ICAB. As such, AGENCY shall exercise complete control and supervision over them and shall be solely responsible for their wages and statutory benefits.

**X. Assignability**

This Agreement shall not be transferred or assigned by AGENCY to any third party without the prior written consent of ICAB which consent shall not be unreasonably withheld.



**XI. Limitation of Liability**

Neither party shall be liable to the other for any indirect, incidental, special, punitive or consequential damages, or any loss of profits or revenue. It is understood that the maximum amount of AGENCY's liability for any damages arising out of or in connection with this Agreement, whether in contract or tort, or otherwise, shall be limited to the amount of the fees paid to it by ICAB under this Agreement.

**XII. General Provisions**

A. Each party represents and warrants to the other that:

1. Each has full power, capacity and authority to enter into and perform this Agreement, and has taken all necessary actions to execute this Agreement and perform the terms and conditions hereof;
2. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable in accordance with its terms; and
3. Each party is under no legal or contractual restriction or limitation that will adversely affect its capacity and authority to exercise its rights and obligations under this Agreement.

B. This Agreement shall be governed by and construed in accordance with the laws of the Philippines.

C. Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall, at the first instance, be settled by negotiation and consultation by the parties in good faith within thirty (30) days from receipt by a party from the other of a written notice to negotiate. In the event such dispute, controversy or claim cannot be settled by mutual agreement within the 30-day period, the parties shall exclusively resolve the same the competent courts in the city of Taguig.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, express or implied, between the parties. This Agreement shall not be changed in any manner except in writing and signed by both parties.

E. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic objectives of the invalid or unenforceable provision. In the absence of an agreement within thirty (30) days after commencing negotiations, either party shall be entitled to terminate this Agreement by seven (7) days written notice to the other.

F. The waiver by any party of a breach of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission by any party in exercising any right that it may have under this Agreement operate as a waiver of any breach or default by the other Party.

G. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing signed by each party. Waivers, approvals or consents hereunder by a party shall also be in writing.

H. Any notice or other communication to be given under this Agreement shall be in writing and shall be served by personal delivery or by sending it by facsimile or

prepaid post to the addresses of the party specified in this Agreement, or as notified by a party to the other from time to time.

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

**INTER-COUNTRY ADOPTION  
BOARD**

**MCCANN WORLDGROUP  
PHILIPPINES INC. through its division  
McCann Erickson**

By:

By:

(SIGNATORIES)

**RENEE A. ABEJO**  
Executive Director

**Cecile Gabutina-Velez**  
Vice President and Managing Director of  
McCann Erickson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed in the presence of:

**Riana Camille Regalado-Boma**  
Finance Manager for Commercial  
Development

Date: \_\_\_\_\_

Date: 3/22/13

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Makati City ) S.S.

**CITY OF MAKATI**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, personally appeared:

Name	Government No. /CTC No.	Place of Issue	Date of Issue

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same to be their free and voluntary act and deed as well as that of the corporations they represents.

This instrument refers to a Memorandum of Agreement consisting of \_\_\_\_ ( ) pages including this page on which are duly signed by the parties and their witnesses on each and every page hereof.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2012 at the place first stated above.

05 APR 2013

Doc. No.: 124  
Page No.: 20  
Book No.: X/111  
Series of 2012

**ATTY. GERVAZIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2014  
IBP NO. 656135-Lifetime Member  
MCLE Compliance No. III-0014282  
Appointment No. 14-199-(2013-2014)  
PTR No. 3664330 Jan. 2, 2013  
Makati City Roll No. 40091  
101 Urban Ave., Brgy. Pio del Pilar,  
Makati City

## ANNEX A

### AGENCY SERVICES

- A. Study ICAB's marketing communications requirements, identify problems and opportunities, scan the competitive landscape and provide a point of view, and recommend a communications plan.
- B. Conceptualize, develop, plan, design and prepare rough layouts, text of all creative materials required to obtain approval for all marketing communications requirements whether for printing, publications or broadcast.
- C. Order or contract for necessary materials, talent and outside services (artwork, mechanical production, photography, printing, etc.), required to execute and implement approved marketing communications plans and recommendations.
- D. Supervise production and check quality of all produced materials, audit and render invoices to ICAB for the charges incurred.

Annex B

AGENCY DELIVERABLES

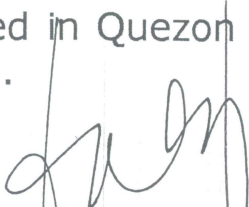
Phase/ Project
Phase 3 : DSWD Adoption Consciousness concert
Phase 4 : E-BOOK Creation with Media Launch
Phase 5 : Gift of Song (Language Translations of "I Love You Anak")

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that McCann Worldgroup Philippines, Inc. has provided satisfactory services and completed the tasks specified in the Contract with the Intercountry Adoption Board (ICAB), an attached agency of the Department of Social Welfare and Development, in connection with E-BOOK Creation with Media Launch, Gift of Song (Language Translations of "I Love You Anak"), ICAB's Development and Implementation Campaign of intercountry adoption advocacy.

This certification is being issued in support for the payment of the Pesos: Seven Hundred Thirteen Thousand Four Hundred Forty Only (P713,440.00).

Issued in Quezon City, Philippines, this 6<sup>th</sup> day of August, 2013.



**BERNADETTE B. ABEJO**  
Executive Director