

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
COMMISSION ON AUDIT

RECEIVED

26 MAR 2025

21 MAR 2025 By: MOSES V. MENDOZA

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its OIC Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

**EDUKSINE PRODUCTION CORPORATION**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Union Square Condominium, Unit 915, 15th Avenue, Cubao, Quezon City, represented in this Act by its CEO and Founder, **KAREN JANE SALUTAN**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

**WHEREAS**, the **PCAF** commits in pursuing gender and development to strengthen the implementation of the Magna Carta of Women, thus, ensuring gender mainstreaming in its programs and activities;

**WHEREAS**, the **PCAF**, through the use of films and other forms of media wish to showcase and celebrate women's empowerment and the various roles that women play in our society;

**WHEREAS**, the **PCAF**, through its GAD-Focal Point System, organized a virtual film screening with relevance on women empowerment, gender equality and issues confronting women in the vulnerable sector will be conducted to promote awareness;

**WHEREAS**, **PCAF** requires the procurement of 1 Lot virtual screening as part of the agency's gender and development activities for its employees where the film "The Adventures of Kween Jhonabelle" was identified for the virtual film screening activity;

**WHEREAS**, the **SUPPLIER** is a distributor of the film "The Adventures of Kween Jhonabelle";

PAID

Received by: \_\_\_\_\_  
Date: \_\_\_\_\_

PCAF- CONTRACT - 2025 - 016



**WHEREAS**, the **SUPPLIER** offered to partner with **PCAF** for its GAD activity to show the film "The Adventures of Kween Jhonabelle";

**WHEREAS**, the BAC recommended to the HOPE, through BAC Resolution No. 030, Series of 2025, to award the procurement of 1 (Lot) virtual screening of the film "The Adventures of Kween Jhonabelle" to the **SUPPLIER** through Direct Contracting as an alternative mode of procurement pursuant to Section 50 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184;

**NOW THEREFORE**, in view of the foregoing premises, the parties have agreed to the following terms and conditions:

Section 1  
**SCOPE OF SERVICES**

The **SUPPLIER** shall provide the **PCAF** with virtual screening access to the film "The Adventures of Kween Jhonabelle" on March 24, 2025 to March 28, 2025, through the Eduksine application, ensuring high-quality streaming and accessibility for all authorized employees of the agency.

Section 2  
**CONTRACT PRICE**

The total contract price for the virtual screening services is **THIRTY-FIVE THOUSAND (P35,000.00) inclusive of all applicable taxes and fees**. Payment shall be made upon submission of the required billing documents and in accordance with government procurement regulations.

Section 3  
**OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

The **PCAF** shall:

1. Allocate and disburse the total amount of **THIRTY-FIVE THOUSAND (P35,000.00)**, inclusive of all taxes and fees, as payment to **EDUKSINE PRODUCTION CORPORATION** for the procurement of one (1) lot virtual screening of the film "The Adventures of Kween Jhonabelle";
2. Pay the **SUPPLIER** through its submitted UnionBank Checking Account;
3. Furnish a copy of the notarized contract to the **SUPPLIER** once available for release;
4. Disseminate the online link and password to all **PCAF** employees on the start of the actual film showing and screening will be available to its employees



*[Handwritten signature]*



5. Ensure that all employees adhere to the provisions of R.A. No. 10088 or the "Anti-Camcording Act of 2010" which prohibits and penalizes the unauthorized use, possession, and or control of audiovisual recording devices for the unauthorized recording of cinematographic films and other audiovisual works and/or their soundtracks.

The **SUPPLIER** shall:

1. Grant **PCAF** permission to privately exhibit the film "The Adventures of Kween Jhonabelle" by Carlo James Buan through an online screening exclusive to the agency's employees from March 24 to 28, 2025.
2. Provide an online link to the film at least two (2) days before the scheduled screening dates. The link shall remain accessible for a period of five (5) days, from March 24 to March 28, 2025;
3. Secure the necessary licenses and permits for the virtual screening of the film;
4. Provide technical assistance and support to ensure smooth access to the virtual screening;
5. Ensure that the screening is available only to authorized personnel of **PCAF**;
6. Bill the **PCAF** for the provision and acceptance of deliverables; and
7. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

Section 4

**TERM OF THE CONTRACT**

This Contract shall commence on March 24, 2025 and end on March 28, 2025. However, the duration of the film showing may be adjusted upon mutual written agreement of both parties, provided that all specified deliverables are duly met.

Section 5

**FORCE MAJEURE**

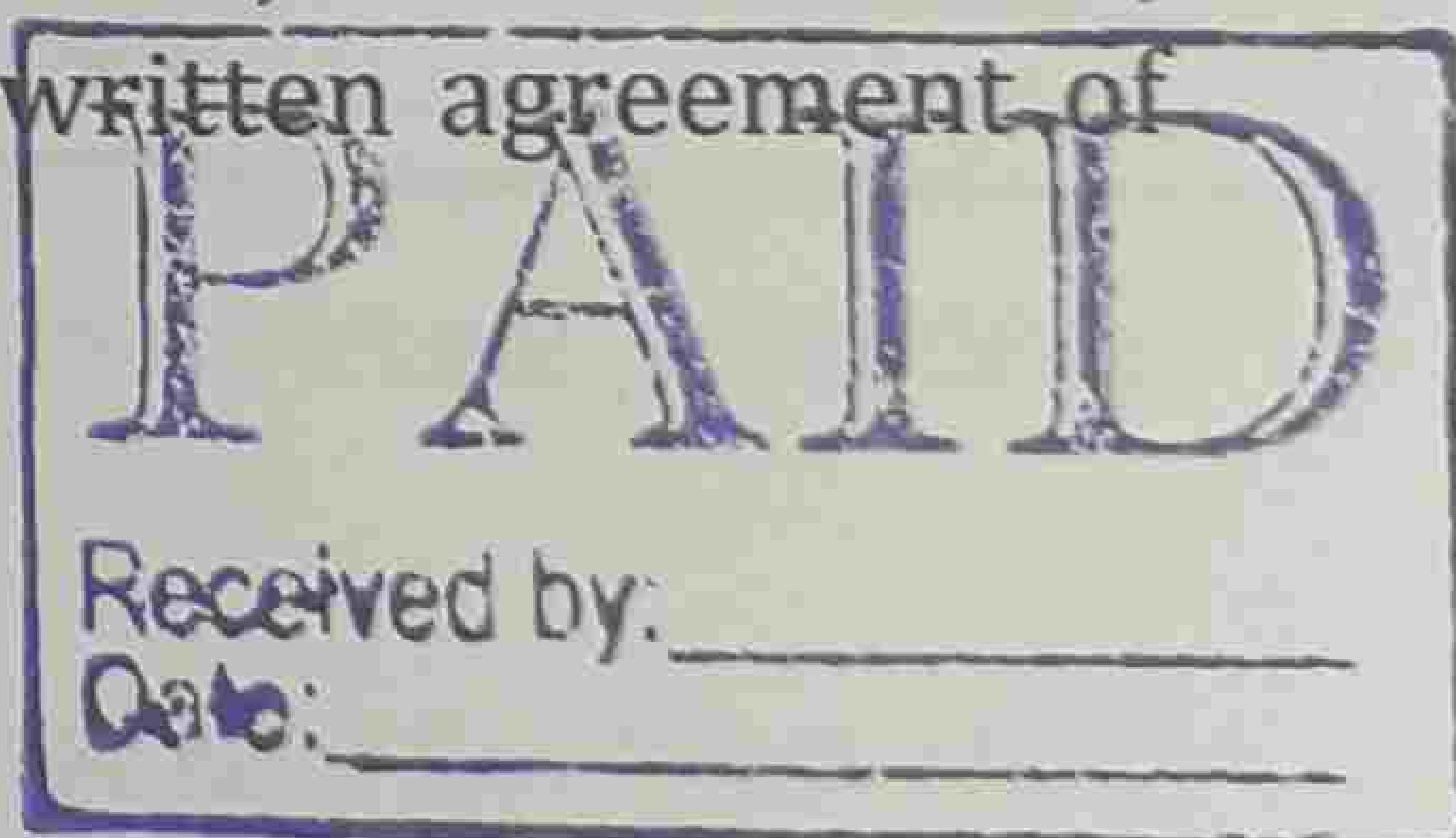
Neither party shall be liable for failure to perform its obligations due to unforeseen events beyond its control, such as natural disasters, war, or government restrictions.

Section 6

**TERMINATION**

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least one (1) day before the intended termination date, unless otherwise provided in this Contract.



*[Handwritten signature]*



Section 7

**LIQUIDATED DAMAGES**

As provided in Section 68 of the revised IRR of RA 9184 the contractor/supplier shall be liable for liquidated damages in the event of breach of contract.

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the **PCAF** may rescind or terminate the contract, without prejudice to other available remedies.

The number of liquidated damages will be deducted from any payments due or that may become due to the **SUPPLIER** under this CONTRACT, without need for demand.

Section 8

**OTHER CONDITIONS OF THE CONTRACT**



- a. The **SUPPLIER** warrants that it has full authority to provide the virtual screening services for the film.
- b. No amendments or modifications on the terms and conditions of this Contract shall be valid unless evidenced by a written agreement executed by the Parties or their respective authorized representatives.
- c. Any disputes arising from this Contract shall be resolved through negotiation. If unresolved, the matter shall be submitted exclusively to the appropriate courts in Quezon City.
- d. If any part of this Contract is declared unenforceable or void by a court of competent jurisdiction, the rest of the provisions thereof shall nevertheless remain in full force and effect.

*[Signature]*



21 MAR 2025

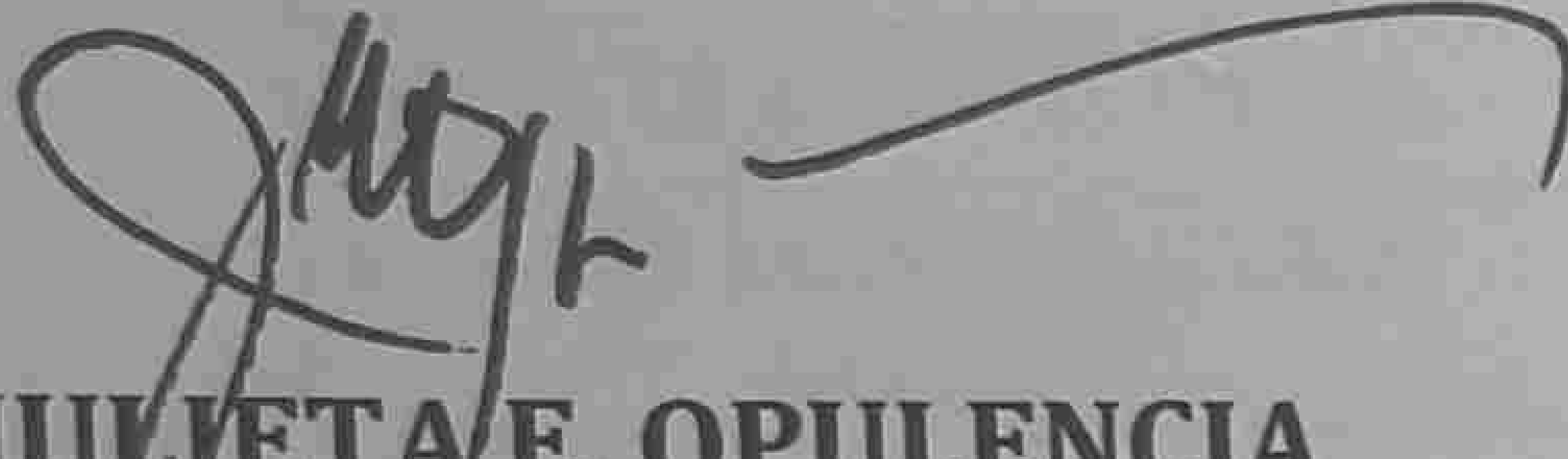
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
CORPORATION**

PCAF


**EDUKSINE  
PRODUCTION**


SUPPLIER

  
**JULIETA E. OPUENCIA**  
OIC - Executive Director

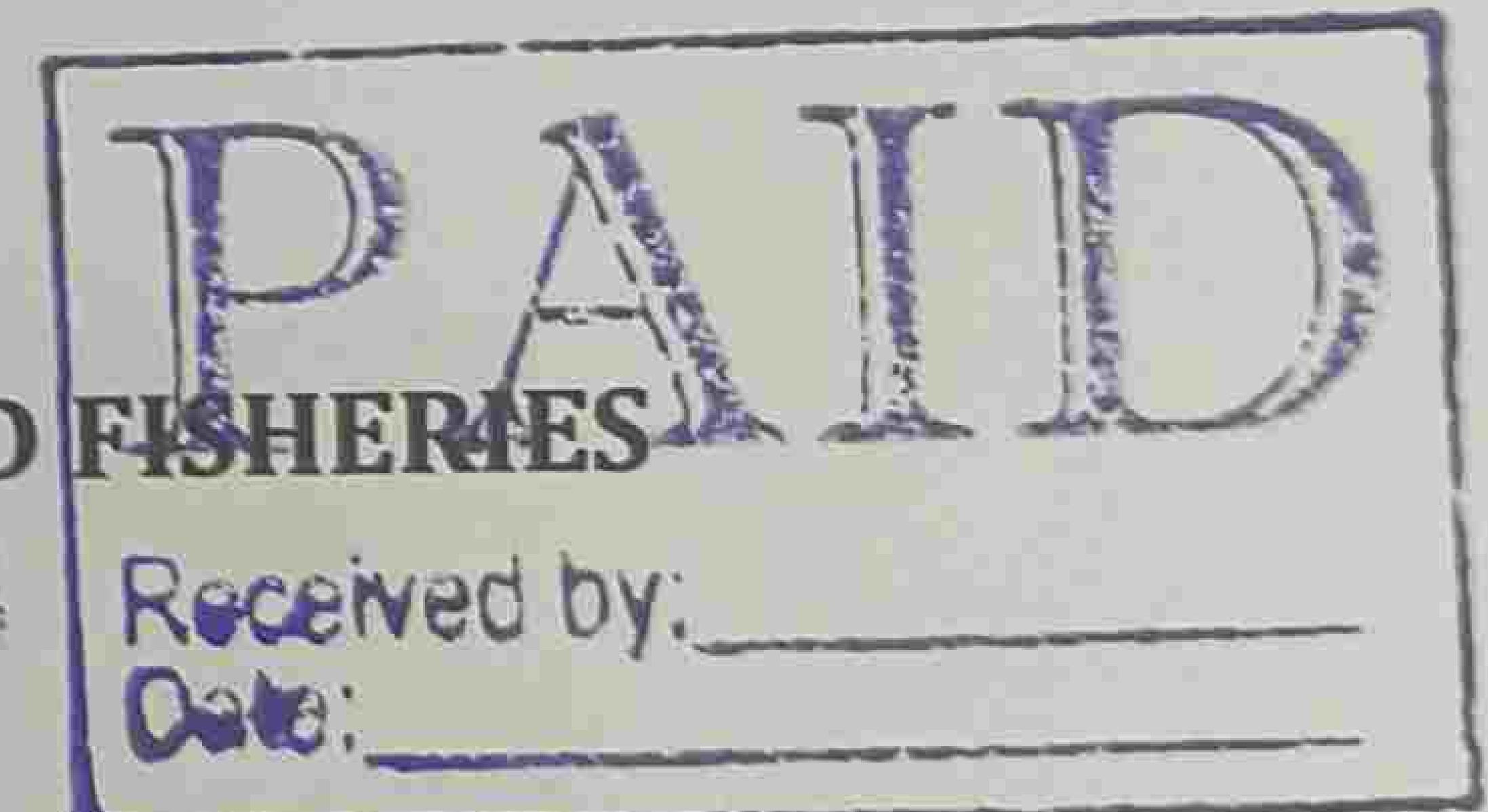
  
**KAREN JANE SALUTAN**  
CEO and Founder

SIGNED IN THE PRESENCE OF:

  
**FLORELIZ P. AVELLANA**  
PCAF GAD-FPS Vice Chairperson

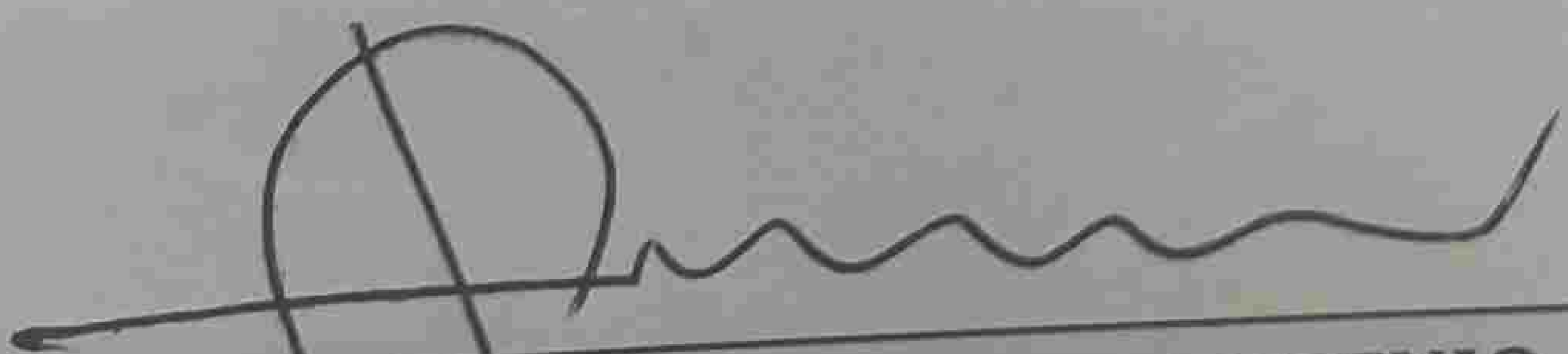
  
**GALO Q. MACUA**  
Sales Head/Co-founder

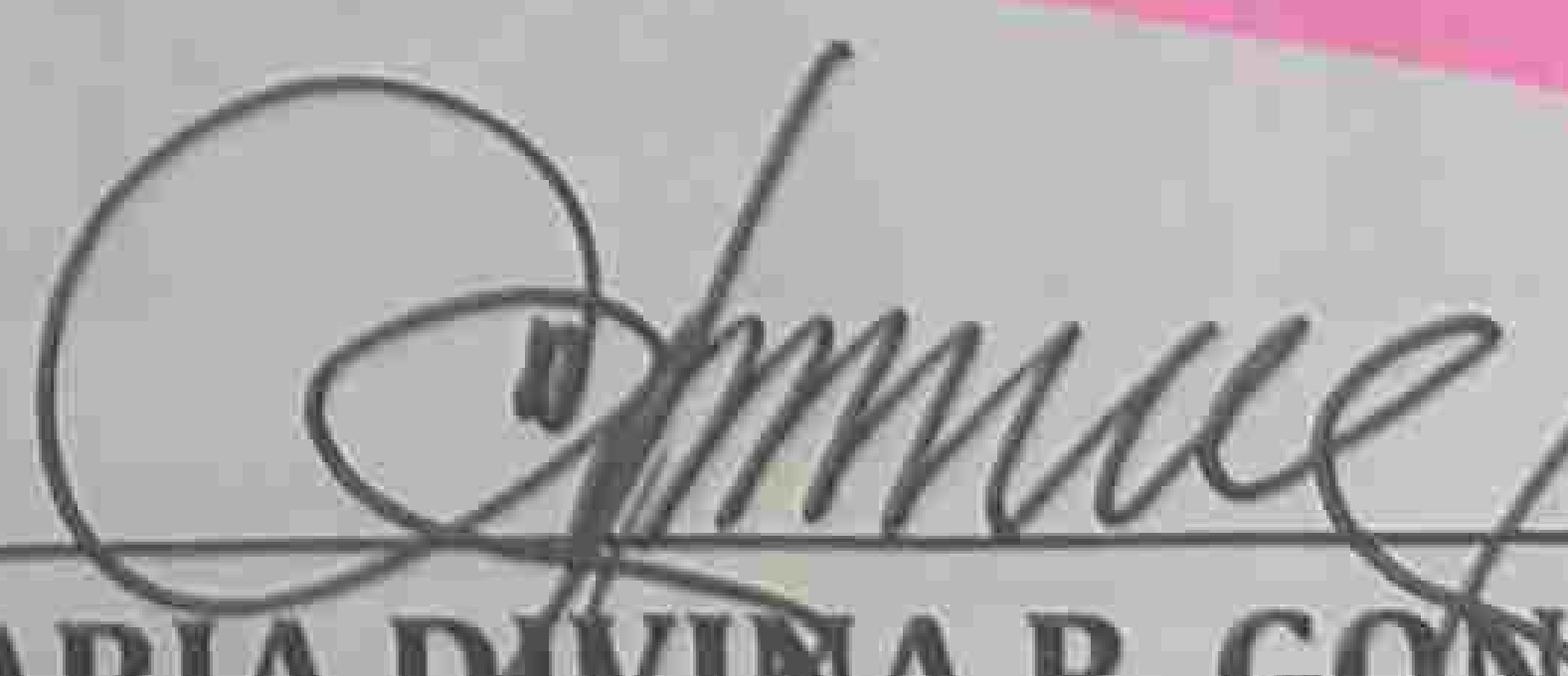
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES



ALLOTMENT AVAILABLE: 35,000  
OR  
BS No. 021011012025-03-0241

FUNDS AVAILABLE: 35,000  
Control No. 2025-03-095

  
**JOSE REDENTOR H. BESENIO**  
OIC-Assistant Division Chief, AFMD  
& Chief, Budget Section

  
**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section





# ACKNOWLEDGEMENT

Republic of the Philippines )  
Quezon City ) s.s.

21 MAR 2025

Before me, Notary Public, for and in **QUEZON CITY** this \_\_\_\_ day of \_\_\_\_ 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	20-30902	Cainta, Rizal	Oct. 02, 2020
KAREN JANE SALUTAN	P2444887B	DFA Manila	July 5, 2019

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same persons who executed the foregoing Contract Agreement, consisting of \_\_\_\_ ( ) pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

Doc. No. 19  
Page No. 08  
Book No. XVIII  
Series of 2025

ATTY. RIZAL JOSE F. VALMORES  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2026  
ADM. MATTER NO. 003  
PTR NO. 7016197 / 01-02-2025 / Q.C  
IBP NO. 472850 / 10-23-2024 / Q.C  
ROLL NO. 28435  
MCLE NO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Serrano Road, Barangay  
San Roque, Murphy Quezon City

