

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF STRATEGIC COMMUNICATIONS AND  
PUBLIC AFFAIRS SERVICE PROVIDER FOR THE DOF'S ECONOMIC, FISCAL, AND INSTITUTIONAL  
REFORMS' COMMUNICATION STRATEGY AND STAKEHOLDER ENGAGEMENT CAMPAIGN**

**KNOW ALL MEN BY THESE PRESENTS:**

This **Contract** entered into this **SEP. 26 2024** day of \_\_\_\_\_ 2024 in the City of Manila, Philippines, by and between:

The **DEPARTMENT OF FINANCE**, a national government agency duly established under the laws of the Republic of the Philippines with official address at the DOF Building, Roxas Boulevard corner Pablo P. Ocampo Sr. Street, Manila, herein represented by **Undersecretary BAYANI H. AGABIN**, hereinafter referred to as "**DOF**";

-and-

**EON THE STAKEHOLDER RELATIONS GROUP, INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at Unit A 16<sup>th</sup> Floor Lepanto Building, 8747 Paseo de Roxas, Salcedo Village, Makati City 1227 Philippines represented by its **Chief Innovation Officer CARLOS MORI RODRIGUEZ**, herein referred to as the "**Service Provider**".

(**DOF** and the **Service Provider** shall be collectively referred to as the "**Parties**", and individually, a "**Party**".)

**WITNESSETH That:**

WHEREAS, pursuant to Executive Order No. 127, series of 1987, **DOF** was mandated to formulate, institutionalize, and administer fiscal policies in coordination with other concerned subdivisions, agencies and instrumentalities of the government. **DOF** shall be responsible for the generation and management of the financial resources of the government, ensuring that said resources are generated and managed judiciously and in manner supportive of development objectives;

WHEREAS, **DOF** has embarked on a growth-enhancing strategy consisting of flagship projects and initiatives to improve tax administration, increase revenue collection, and enhance budget utilization, among others;

WHEREAS, the Secretary of Finance has ordered the development of an overall communications and social strategy for the **DOF** in order to deliver timely, relevant, and tailored communications materials to its stakeholders and the general public. The strategy will take on an audience-oriented approach to effectively promote the **DOF's** initiatives, programs, and policy thrusts through various forms of easy-to-digest, simplified, and laymanized content.

WHEREAS, the **Service Provider** represents that it has the financial, technical, and legal capacity to design and execute an overall communications campaign for the **DOF** by monitoring issues, formulating plans and strategies, and developing content through traditional and digital means.

WHEREAS, Section 53.6 (e) of the 2016 Revised-IRR of RA 9184 provides that negotiated procurement under Scientific, Scholarly or Artistic Work, Exclusive Technology, and Media Services is allowed where goods, infrastructure projects, and consulting services can be contracted to a particular supplier, contractor, or service provider as determined by the Head of Procuring Entity, for the requirement of media documentation, advertisement or announcement through television, radio, newspaper, internet, and other communication media;

WHEREAS, through the DOF Bids and Awards Committee (BAC) Resolution No. 038-2024, the BAC resolved to recommend the award of the negotiated procurement to the Service Provider for the procurement of Strategic Communications and Public Affairs Consultant;

WHEREAS, the DOF has issued Obligation Request and Status No. 041041612024-01-000012 dated September 25, 2024 certifying that adequate funds have been duly appropriated for this procurement in accordance with existing accounting and auditing rules and regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto have agreed as follows:

#### 1. SCOPE OF SERVICES

The Service Provider shall have the following duties and functions, as detailed in the **Scope of Work and Budget Proposal** attached hereto as Annex "A":

##### A. General Communications Campaign

- i. Simplification of DOF Mandates. Laymanize and explain DOF mandates, initiatives, and activities for the general public.
- ii. Creative Materials Development. Produce engaging videos and other creative materials.
- iii. Social Media Content. Develop content for various social media platforms, including TikTok and other socially relevant platforms.
- iv. Media Strategy. Develop and implement a media strategy, including boosting and platform-format selection.
- v. Content Strategy and Calendar. Develop a comprehensive content strategy and calendar with proposed content, schedules, and pacing.
- vi. Post-Campaign Analysis. Provide a detailed post-campaign report and analysis.

##### B. Topic-Specific Campaigns

- i. Strategy Development. Develop a comprehensive communications strategy for each specific topic.
- ii. Crisis Communications. Incorporate crisis communications elements, including media training and tabletop exercises for spokespersons.
- iii. Messaging House. Create a messaging house and develop talking points.
- iv. Platform and Format Selection. Select appropriate platforms and formats for content distribution.
- v. Target Audience Identification. Identify target audiences and develop stakeholder engagement strategies for each group.
- vi. Post-Campaign Analysis. Provide post-campaign reports and analyses.

##### C. Overall Project Management, Media Monitoring and Social Listening

- i. Conduct an inception meeting upon signing of the contract.
- ii. Hold two (2) meetings each month and ensure regular coordination with the DOF.
- iii. Provide on-call advisory support for media/communications and online PR (excluding crisis scenarios).
- iv. Develop and submit monthly accomplishment reports and an end-of-project report.
- v. Set up social listening parameters and provide weekly monitoring and reporting, including sentiment and topic tagging.

D. Digital Library Access

- i. Provide limited access to a digital library for stock images, with an allowance of 50 images per month for creative asset development.

E. Community Management

- i. Draft and publish content pieces in collaboration with the Information Management Service of the DOF.
- ii. Monitor audience engagement on social media platforms during office hours.
- iii. Submit monthly performance measurement reports and recommendations.

## 2. CONSULTANCY FEE

For and in consideration of the Services rendered by the Service Provider, the DOF hereby agrees to pay the former a total amount of **SEVEN MILLION SEVEN HUNDRED THOUSAND PESOS (₱7,700,000.00)** for three (3) months to be paid upon accomplishment of each milestone as indicated in *Annex A*, subject to withholding tax and any and all taxes payable to the government.

## 3. CONFLICT OF INTEREST

The **Service Provider** commits to provide technical, objective and impartial services to the DOF and at all times uphold the latter's paramount interests without consideration for future work assignments that may place the **Service Provider** in a position of not being able to carry out the assignments in the best interest of the DOF.

## 4. CONFIDENTIALITY CLAUSE/NON-DISCLOSURE

Except with the prior written consent of the DOF, the Service Provider shall not at any time communicate to any person or entity, any Confidential Information acquired in the course of the performance of the services, nor shall the Service Provider make public the recommendations formulated in the course of, or as a result of, the services. For purposes of this clause, "Confidential Information" means any information or knowledge acquired by the Service Provider arising out of, or in connection with, the performance of the services under this Contract that is not otherwise available to the public.

## 5. CONTENT AND INTELLECTUAL PROPERTY

For the avoidance of any doubt, the intellectual property rights and corresponding obligation of the Parties shall be governed by the following rules:

- 5.1 Copyright and other rights over the materials designed, produced, published, and aired, regardless of its form, shall be owned by the DOF. The Service Provider, its agents, affiliates, subsidiaries, or any third party shall not publish any material designed or produced relative to this Contract without the prior consent of the DOF. The Materials shall not be published by a third party without the prior written consent of the DOF.
- 5.2 Copyright and other rights specifically over the broadsheet newspaper false cover (co-produced by the DOF with the Service Provider) shall be granted to the DOF for its own reproduction and distribution. The said reproduction and distribution is compatible with the fair use under the Intellectual Property Code of the Philippines.
- 5.3 Copyright and other rights over the materials published, produced and aired shall be exclusively owned by **DOF**. Thus, the right to publish, reproduce, modify, alter and/or amend the same shall be exercised exclusively by the **DOF**, without any need for notice to or consent by the **Service Provider**.

#### **6. NO EMPLOYER – EMPLOYEE RELATIONSHIP**

It is expressly understood and agreed that the **Service Provider** and its staff, employees, consultants, officers, and agents are not employees of the **DOF**. It is further understood and agreed that any personal injury, death, or damage sustained by the **Service Provider** and its staff, employees, consultants, officers, and agents during the performance of his/her duties or while within premises of the DOF shall not be the liability of the **DOF**.

#### **7. SERVICE PROVIDER'S LIABILITY**

The Service Provider shall indemnify the DOF for any and all damages that the DOF may incur due to the fault, negligence, error or omission of the Service Provider, without prejudice to other legal remedies available to the DOF.

#### **8. EFFECTIVITY DATE AND DURATION OF CONTRACT**

This Contract shall be in force for the period of three (3) months upon execution of this contract.

#### **9. AMENDMENT AND MODIFICATION**

No addendum or amendment to this Contract shall be valid and binding between the Parties, unless in writing and signed by the Parties or their authorized representatives.

#### **10. VENUE**

In case of any litigation arising from this Contract, the Parties agree that the competent courts of Manila City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

#### **11. TERMINATION OF CONTRACT**

A Party may terminate this Contract by giving a thirty (30)-day prior notice to the other Party of its intent to terminate the Contract.

#### **12. SEPARABILITY**

If any one or more of the provisions contained in this Contract or any documents executed in connection herewith shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

### 13. DATA PRIVACY COMPLIANCE

The Parties shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. The Parties shall likewise comply with all relevant data protection policies of the DOF and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this Contract.

The Parties shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

### 14. CONSENT TO THE PROCESSING OF PERSONAL INFORMATION

As part of the data privacy compliance, the **Service Provider** hereby grants his/her consent to the DOF's processing of his/her personal information collected under this Contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this Contract.

SEP 26 2024

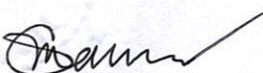
IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at MAKATI CITY, Philippines.

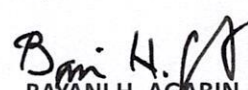
EON The Stakeholders Relations Group, Inc.

DEPARTMENT OF FINANCE

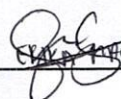
By:

By:

  
CARLOS MORI RODRIGUEZ  
Chief Innovation Officer

  
BAYANI H. AGABIN  
Undersecretary

SIGNED IN THE PRESENCE OF

KRISTINE   
\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

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

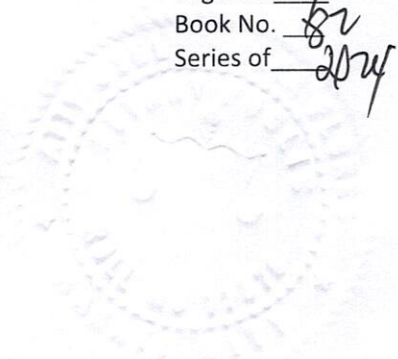
**MAKATI CITY**

**SEP 26 2024**

BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at the Department of Finance, Roxas Boulevard, Manila personally appeared Undersecretary Bayani H. Agabin with TIN 172-571-956 and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in his capacity as the authorized signatory of the DEPARTMENT OF FINANCE and Mr. Carlos Mori Rodriguez with TIN \_\_\_\_\_ and his government issued ID \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in his capacity as the authorized signatory of EON The Stakeholders Relations Group, Inc., known to me and to me known to be the same persons who executed the foregoing Contract (with attachments and appendices), consisting of nine (9) pages, including the page on which this acknowledgment is written, and who acknowledge to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government entity and company which they represent, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

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Series of 2024



**ATTY. JOEL FERRER FLORES**  
~~NOTARY PUBLIC for City of Makati~~  
~~Until~~ ~~NOTARY PUBLIC~~  
Appointment No. M-115 (2023-2024)  
PTR No. MKT 100739467/01-02-2024/Makati City  
Roll No. 77376 / ISP No. 330740/01/02/2024/Pasig City  
MCLE Compliance VIII No. 0001393 / 01/03/23 - 04/12/28  
1107 Bataan, St., Guadalupe Nuevo, Makati City

Annex "A"

ACTIVITY	TIMELINE	OBJECTIVES	DELIVERABLES	PERCENT OF CONTRACT	AMOUNT IN PHP	TRANCHES OF PAYMENT			
						Sept	Oct	Nov	Dec
Client Briefing for Overall Communication Strategy	Within the week of contract signing (Week 1)	To conduct a general alignment of the projects, topics, and expected deliverables per week	Overall Communication Strategy and Timeline of Deliverables	8.53%	219,022.22	✓			
Monthly Project Management and Strategic Advisory Support	All following weeks (16 weeks)	To ensure alignment of objectives, targets, and strategies between IMS and EON	2x/month meetings with client; regular coordination with client  On-call advisory support for media/communications and online PR (excluding crisis scenarios)  Development and submission of reports: monthly accomplishment reports, end-of-project report; and other reports as required by client	8.53%	219,022.22	✓	✓	✓	✓
Social Listening	All following weeks (16 weeks)	To set up Social Listening Parameters (preliminary research, project brief, define listening parameters, keywords development)	Weekly Monitoring Reports with Sentiment and topic tagging (submission of report every Friday) (total of 16 reports)	8.53%	219,022.22	✓	✓	✓	✓
Landscape Analysis, Media Audit, and Issues Mapping	Following the week of client briefing (Week 2)	To conduct media audit (review of news stories/coverage on DOF) and social listening	Media and Issues Audit Report	5.33%	410,666.67	✓			
Development of an Overall Communications Strategy for DOF	Following media audit and issues mapping (Week 3)	To review program messages and existing message responses to issues in the process of developing an overall communication strategy (including messaging strategy of DOF for its programs and identified critical issues)	Communication Strategy and Implementation Plan including media audit, issues audit and mapping, messaging framework	5.33%	410,666.67	✓			

Development of a Social Strategy and Plan	Informed by the Overall Communications Strategy, develop a Social Strategy and Plan (including a calendar)	To develop a Social Media Strategy based on the Overall Communication Strategy	Social Strategy and Implementation Plan including:  Social Media Playbook  Content strategy guides  Posting guideline  FAQs  Escalation protocol  Digital Media Micro-Boosting Strategy - including optimization strategy, targeting strategy  Content calendar, schedules and pacing, including posting schedule	5.33%	410,666.68		✓		
Content Development	Covers 3 months, to commence after preparatory work)	To execute the Social Media Strategy through the creation of various multimedia content	8 Content pieces monthly or 24 for the entire duration of the project, as iterated:  2 Static Content 2 - Dynamic and multi frame Content (GIF, carousel, 15 second animated video, album post)  2 Infographics  1 Short form Video (30 sec -1 min)  Long Form Video of above 1 minute to be costed based on storyboard-ad hoc	9.07%	261,800.00		✓	✓	✓
Community Management	Covers 3 months, to commence after preparatory work)	To manage the publishing and monitoring of published multimedia content	Publishing of content pieces  Monitoring and engagement on Facebook, X, and Instagram during office hours  Monthly performance measurement, reporting and recommendations	9.07%	261,800.00		✓	✓	✓



Development of Campaign Strategy and Plan	As needed by the IMS (2 months)	To craft the message house, talking points, and FAQ for stakeholder specific messaging  To profile and identify specific target audiences per campaign  To select appropriate platforms per audience	Topic-specific Social Campaign and Plan (2 campaigns)	9.07%	261,800.00		✓	✓	
Crisis Communications Support	As need by the IMS (1 month)	To enhance crisis management efforts of the DOF	Crisis communication protocol and plan including media response and handling, team composition  Conduct of 1 validation session  Crisis communication protocol and plan cascade session.  Post-session training report.  Executive training session. Post-session training report.	31.20%	2,402,400.00	✓			
<b>Grand Total</b>	<b>P7,700,000.00</b>								