



PASUGUAN NG PILIPINAS

EMBASSY OF THE PHILIPPINES

SEOUL

NOTICE TO PROCEED

19 February 2020

MR. SUNG YOON JUNG
CEO
RAKSO CT
112-1002, Mapo Samsung APT
28 Doha-gil, Mapo-gu, Seoul, South Korea

Dear Mr. Jung:

Notice is hereby given to **RAKSO CT** that work may commence for the **Website and Mobile Re-design/Re-development/Maintenance and Online Marketing for Philippine Department of Tourism-Korea** on 01 March 2020.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of our approved Memorandum of Agreement for this undertaking from March to December 2020 and in accordance with the agreed Digital Marketing Strategy and Plan for 2020.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below and email back to us the signed copy at lily@philippinetourism.co.kr and jake@philippinetourism.co.kr

Very truly yours,


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

Conforme:



RAKSO CT

Date:

Feb 19, 2020

Philippine Department of Tourism-Korea

Suites 102 & 801, Paiknam Bldg., Euljiro 1 (Il)ga, Jung-gu, Seoul 04533, South Korea

Tel: (822) 598-2290 Fax: (822) 318-0520 Email: pdot@philippinetourism.co.kr Website: itsmorefuninthephilippines.co.kr



Embassy of the Republic of the Philippines
Pasuguan ng Pilipinas
Seoul

ACKNOWLEDGMENT

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

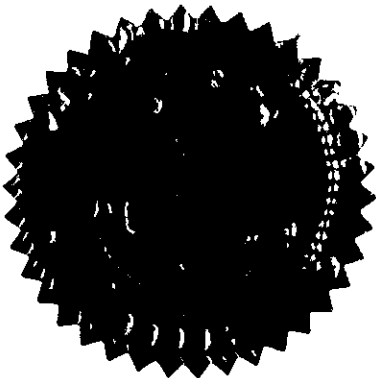
BEFORE ME, **LYZA MARIA S. VIEJO**, duly commissioned and qualified in Seoul on this date, 4/23/2020 (month/day/year), personally appeared the following person/s:

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

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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Page No:282
Series of 2020
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ANNEXED DOCUMENT:MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN RAKSO CT AND THE PHILIPPINE DEPARTMENT OF TOURISM, REPRESENTED BY MARIA CORAZON JORDA-APO

MEMORANDUM OF AGREEMENT

**WEB & MOBILE RE-DESIGN AND RE-DEVELOPMENT/MAINTENANCE,
SOCIAL MEDIA MANAGEMENT AND ONLINE MARKETING**

MARIA CORAZON JORDA-APO



KNOW ALL MEN BY THESE PRESENTS:

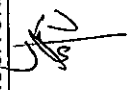
This Agreement made and entered into this 24th day of February, 2020
in the City of Seoul by and between:

The **PHILIPPINE DEPARTMENT OF TOURISM**, a government agency with office address at Suite 801, Paik-nam Bldg. Euljiro 16, Jung-gu, Seoul, Korea, represented herein by Tourism Director **MARIA CORAZON JORDA-APO** and hereinafter referred to as the **"DOT-Korea"**;

- and -

RAKSO CT, a private firm duly organized and registered under the laws of the Republic of Korea with business address 112-1002, Mapo Samsung APT, 28, Doha-gil, Mapo-gu Seoul, Korea, represented herein by its GENERAL MANAGER, **SUNG YOON JUNG** and hereinafter referred to as the **"AGENCY"**;

SUNG YOON JUNG



WITNESSETH:

WHEREAS, a web and online marketing agency is needed for the maintenance of DOT-Korea's website, social media channels and online marketing program in terms of its content, design and features as well as for online advertising promotional activities;

WHEREAS, to effectively carry this out, DOT-Korea needs to engage the services of a reputable website management and online and mobile advertising group with extensive experience particularly in South Korean market;

WHEREAS, after undergoing government procurement procedure by virtue of GPPB Resolution No. 28-2017 – Guidelines for the Procurement of Goods and Services, Infrastructure Projects, and Consulting Services to be Procured and Performed Overseas, PDOT-Korea will engage the services of RAKSO CT, as DOT-South Korea's Website, Mobile and Social Media Maintenance and Online Marketing service provider for the period **March to December 2020**.

NOW, THEREFORE, foregoing premises considered, and the terms and conditions hereunder set forth, the parties hereby agree as follows:

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1. Web and Mobile Site Design & Development and Content Maintenance

AGENCY hereby accepts the responsibility as DOT-South Korea's web and mobile site content development and maintenance and social media management provider in accordance with the terms and conditions stipulated in this Agreement.

MARIA CORAZON JORDA-APO

2. Digital Marketing Services

AGENCY shall perform all the necessary services required to provide, conceptualize and design an efficient online marketing service in accordance with the terms and conditions stipulated in this Agreement.

3. Services to be performed by the Agency

A. Web, Mobile and Social Media Channels Content Development and Management

- ❖ Submission of budgetary requirements and schedule of implementation
- ❖ Website, mobile and social media content update and management
- ❖ Ensure that website source codes adhere with the standards that can be viewed and accessed by different browsers
- ❖ Improvement of the current website and mobile app in terms of its design and features
- ❖ Conduct research on new website and mobile technologies
- ❖ Submission of monthly status/accomplishment report and other relevant data

SUNG YOON JUNG

B. Web, Mobile Maintenance and Social Media Management

- ❖ Handling of daily system check-up
- ❖ Front and Back end support
- ❖ Daily website and social media monitoring
- ❖ Crisis and issue monitoring and management
- ❖ Translation of English and Korean content given by the DOT-Korea with a maximum of 30 pages for the duration of this agreement
- ❖ Submission of monthly status/accomplishment report and other relevant data

C. Online Marketing

- ❖ Submission of required online budget and plan of execution
- ❖ Production and integration of promotional materials and marketing activities to be uploaded in the web and social media channels for online accessibility
- ❖ Other online marketing related support services
- ❖ Submission of monthly status/accomplishment report and other relevant data

The particulars of each of the above services of the AGENCY are defined and outlined in Annex "A" hereof, which is made an integral part of this Agreement.

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

- ❖ Secure on DOT-Korea's behalf and prior approval, all web, mobile and social media content and pages to be uploaded and shown in the web and mobile site and social media channels;
- ❖ Supervise the preparation of all materials in accordance with applicable specifications and time requirements of the DOT-Korea;
- ❖ Endeavor to make all purchases of related services and materials at the most advantageous terms and conditions to DOT-Korea.

MARIA CORAZON JORDA-APPO

4. Schedule of Delivery

The AGENCY shall complete and deliver the required services/outputs of its tasks, either collectively or as a specific activity, mentioned in item number 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 the DOT-Korea.

SUNG YOON JUNG

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 the DOT-Korea and the AGENCY including the cost thereof. Provided, however, that said change in deliverables shall not exceed the total cost of the contract.

6. Delay in the Delivery of Services

Delay by the AGENCY in the delivery of its tasks as enumerated in item number 3 above, by reason of its failure or refusal to complete its undertakings as scheduled without valid justification as approved by the DOT-Korea shall be a basis for DOT-Korea to deduct from whatever amount is due to the AGENCY by reason of this Agreement, 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 on a daily basis until said services is completed or delivered to the satisfaction of the DOT-Korea.

7. Provision of Materials

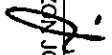
Upon request by the AGENCY, DOT-Korea may provide the AGENCY with all the required materials available in its possession that are necessary for the purpose of this Agreement, provided, however, that it shall be the responsibility of the AGENCY to source its own materials with due regard and observance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

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8. Agency Compensation

DOT shall pay the AGENCY for services satisfactorily performed under this Agreement the total amount of **One Hundred Eighty Three Thousand Seven Hundred US Dollars (US\$ 183,700.00)**, inclusive of all applicable taxes, both under Philippine and Korean laws and subject to the usual government accounting and auditing rules and regulations;

MARIA CORAZON JORDA-APO



9. Billing Procedure

DOT-Korea shall pay the AGENCY at the end of each month the amount for all costs incurred and services delivered during the preceding month that have become due and payable, following the schedule of payment in "Annex A". AGENCY shall furnish its invoice//billing to DOT-Korea corresponding to the portion of the services/work(s) being billed. Upon acceptance by DOT-Korea, payment for any corresponding invoice will be remitted by DOT-Korea to AGENCY's dollar bank account through bank transfer, details as follows; *Account Name: Rakso CT Account Number: 109-910003-19238; Bank Name: Korea Exchange Bank; Bank Address: 110 Seosomun-ro, Jung-gu, Seoul, Republic of Korea*, within (40) days from said acceptance of the work(s) being billed.

SUNG YOON JUNG



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

10. Confidentiality

Both DOT-Korea and AGENCY shall hold in confidence all confidential information which comes to their knowledge and shall not use, nor disclose to others any such information except those persons entrusted by DOT-Korea 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-Korea to keep said information confidential as herein contemplated.



11. Prior Agreement

All web and mobile pages, content and online marketing materials produced by the AGENCY must be approved by the DOT-Korea before such execution.

Likewise, AGENCY undertakes to coordinate at all times with the DOT-Korea all materials prepared under this Agreement to ensure that all claims or representations contained in the website 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.



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12. 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 sub-contract obligations under this Agreement or any part thereof with prior expressed or written permission of the DOT-Korea.

MARIA CORAZON JORDA-APPO

SUNG YOON JUNG

13. Cancellation of Agreement

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.

In the event of termination, DOT-Korea agrees to pay for services rendered by the 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.

14. Indemnity against Damages

Both the 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. DOT-Korea and 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.

15. Warranty

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

16. Proprietary Right Resulting on Online Website

DOT-Korea shall be considered the sole owner for all legal purposes, of all proprietary rights, tangible and intangible creations, source codes and other related codes, programs and apps, 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 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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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 to substitute for a new schedule of the performance or delivery of the services and 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.

MARIA CORAZON JORDAN-PO

18. No Employee-Employer 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 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.

SUNG HOON JUNG

19. 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 to the exclusion of all other venue, provided, however, that the parties may avail of all possible modes 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.

20. Effectivity

This Agreement will commence and be effective on **March 1, 2020** to **December 31, 2020**.

21. 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

By:



MARIA CORAZON JORDA-APO
Tourism Director

RAKSO CT

By:



SUNG YOON JUNG
General Manager

SIGNED IN THE PRESENCE OF:

