



Ramon Obusan Folkloric Foundation, Inc.

094 Road 4, Pildera II, NAIA, Pasay City, PHILIPPINES
Tel: +63288530794 • Email: rofg.1972@gmail.com
www.rofg1972.com

Contract No. 2024-3-032

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made on the 24th day of April 2024 in Makati City, Philippines by and between:

SECURITIES AND EXCHANGE COMMISSION, hereinafter referred to as the “**AGENCY**”, represented by its Corporate Governance and Finance Director, **RACHEL ESTHER J. GUMTANG-REMALANTE**, with office address at **The SEC Headquarters 7907 Makati Avenue, Salcedo Village, Brgy. Bel-Air, Makati City, Philippines 1209**

- and-

RAMON OBUSAN FOLKLORIC FOUNDATION, INC., hereinafter referred to as the “**TALENT**” represented by its Executive Director, **DULCE AREVALO OBUSAN**, with office address at **094 Road 4 Pildera II, NAIA, Pasay City, Philippines**

WITNESSETH:

WHEREAS, the **AGENCY** desires to engage the services of the **TALENT** in the **9TH GLOBAL GOOD GOVERNANCE PROGRAMME (3G SUMMIT)** on **April 29, 2024**, at **7:40 PM – at Shangri-la The Fort, BGC Taguig**.

NOW THEREFORE, **AGENCY** and **TALENT**, by these presents, do hereby enter into an entertainment contract, whereby the **AGENCY** engages the services of the **TALENT** under the following terms and conditions:

1. **TALENT** hereby agrees, commits, and binds to:

1.1 Performance based on the music/dance below:

Jota de Manila

An adaptation of the Spanish jota inspired by the picturesque and florid flamenco movements of the sevillanas of Spain. The "zapateados" are just as complex and the "curvas," unmistakably Spanish, but the Filipinos indigenized it by tempering the fiery Iberian jota to suit local tastes and by using native bamboo clickers instead of the Spanish castanets.

Ngilin

A courtship dance imitating the movements of a rooster and a hen in a love play.

Singkil

The most exotic of all Maranao dances. It transforms into a fairy tale as the bride becomes a princess and the groom a prince. An entire entourage enters



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crisscrossed bamboo poles clapped at a syncopated rhythm. An Arabic chant of conversion and the wedding rite precede the singkil.

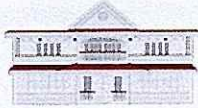
Binasuan

Wine-filled glasses are delicately balanced on the dancers' heads and hands and skillfully perform antics without spilling a drop.

Tinikling

Best-known of all Philippine dances. Dancers dart in and out of rapidly clapped bamboo poles in imitation of the long-legged bird called "Tikling" eluding traps set by farmers in the fields.

- 1.2 Provide costumes, accessories, and props;
 - 1.3 Provide live traditional music accompaniment;
 - 1.4 Headcount of 17 pax including performers and staff.
2. For the services to be rendered, **AGENCY** agrees to pay **TALENT** amounting to **FORTY-NINE THOUSAND PESOS (Php 49,000.00)**, less applicable withholdings taxes, and will issue a Certificate of Creditable Tax Withheld (Form 2307).
- 2.1 Payment schedule shall be as follows:
50% Down Payment upon signing of LOA
Full Payment on April 29, 2024 (the event date)
3. That **AGENCY** shall provide the following:
- 3.1 Holding area for the performers
 - 3.2 Food and beverages based on call time and duration of both events.
04:00 PM – PM Snacks
06:00 PM – Dinner
4. For audio-video recording and still photographs. **All materials will be limited to online use upon the consent of TALENT should they be used for social media access.**
5. This contract is deemed valid and effective upon signing and receipt of the down payment by the **TALENT** from the **AGENCY** on the date agreed upon by both parties. There shall be no show unless the balance is paid in full on the date agreed upon.
6. Liquidated damages equivalent to one tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed for a day of delay. The SEC shall rescind the contract once the commutative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
7. In case the **POSTPONEMENT** of the contract is due to causes that are classified as a fortuitous event, force majeure, "acts of God", acts of war, civil disturbances, riots, mutiny, social unrest, sickness, and other similar incidents, then **AGENCY** and **TALENT** agree to conduct further negotiations for resetting or scheduling of the project upon **TALENT**'s availability. All down payments previously given shall apply to the rescheduled performance.



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8. In case the **AGENCY** postpones the engagement for any reasons other than a fortuitous event, force majeure, or “acts of God”, the following rules shall apply:
 - 8.1. In the event that there is a need to change the date and venue of the **TALENT** shows and appearances, **AGENCY** has the option to reschedule and make necessary adjustments depending on the availability of the **TALENT**. Should such an event take place, the **AGENCY** should advise the **TALENT** about the appropriate changes a month or thirty (30) days prior to the desired date.
9. In case the **CANCELLATION** of the contract is due to causes that are classified as a fortuitous event, force majeure, “acts of God”, acts of war, civil disturbances, riots, mutiny, social unrest, sickness, and other similar incidents, and in the event, the **AGENCY** decides not to push through with the staging of the project, then the same shall be deemed to be terminated and aborted. **AGENCY** shall not forfeit to the **TALENT** all payments already made.
10. In the event **TALENT** cancels the engagement herein contracted for reasons not attributed to the **AGENCY** and other than those stipulated in Paragraph 6, **TALENT** shall be obligated to return whatever payments or deposits that have already been made.
11. In the event, that **AGENCY** cancels the engagement herein for reasons not attributed to **TALENT** and for reasons other than those stipulated in Paragraph 6, **AGENCY** shall not forfeit to **TALENT** any and all payments already made plus the whole amount of the contracted price.
12. Any breach or violation on the part of either party of the foregoing stipulations shall entitle the aggrieved party to recover any and all **ADVANCES PLUS DAMAGES** sustained by reasons thereof.
13. The venue of any litigation relative to this Agreement shall be at the appropriate court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Rachel Esther J. Gumtang-Remalante
*Authorized Representative of the Head of
the Procuring Entity*

for:

Securities and Exchange Commission

Dulce Arevalo Obusan
Executive Director

for:

Ramon Obusan Folkloric Foundation, Inc.



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Witness

Iza Marie C. Espiritu
Assistant Director
Securities and Exchange Commission

Witness

Percival V. Carel
Project Manager
Ramon Obusan Folkloric Foundation, Inc.

Certified Funds Available

Dondie Q. Esguerra
Director
Financial Management Department