

## CONTRACT OF SERVICES

This Contract of Service made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2020 at Pasay City, Philippines, by and between:

The **TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY**, an attached body corporate of the Department of Tourism by virtue of Republic Act No. 9593, with principal office address at 7th Floor Tower I, Double Dragon Plaza, Double Dragon Meridian Park, Macapagal Avenue, corner EDSA Extension, Bay Area, Pasay City 1308, represented herein by its Chief Operating Officer, **POCHOLO J.D. PARAGAS** (hereafter referred to as "**FIRST PARTY**").

- and -

**JO IAN E. MORENO**, a Filipino Citizen, of legal age and with postal address at Unit 107 Alberto Building Capri Oasis, Dr. Sixto Avenue, Brgy. Maybunga, Pasig City (hereafter referred to as "**SECOND PARTY**").

### RECITALS

**WHEREAS**, the Business Development Department of the First Party is in need of the services of the Second Party who shall perform work not performed by the regular personnel of TIEZA;

**WHEREAS**, the Second Party has signified his intention, to which the First Party has accepted, to provide the service needed by the latter;

**WHEREAS**, the Second Party hereby possesses the education, experience and skills required to perform the job as described herein;

**WHEREAS**, the Second Party has a background on advertising and promotions, tourism, sales and marketing;

**WHEREAS**, the Second Party is up to date with the latest computer graphics and design software and computer technologies to remain competitive;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and covenants and undertakings hereinafter set forth, the parties hereto have agreed as follows:

1. The Second Party, to be designated at the Business Development Department is expected to perform the following functions:
  - a) Develop, create and execute design lay-outs for marketing content, brand awareness campaigns, institutional and public service announcements, e-magazines, digital banners, travel tax advisories, promotional advertisements thru online media platforms including but not limited to TIEZA website, Facebook, Twitter, and Instagram for effective social media engagement to strengthen customer relationships and improve online experience;
  - b) Impart designs and materials needed by Technical Working Group (TWG) for websites in the creation of TIEZA and assets websites by way of high quality/high resolution materials including proposed layout studies for website, photograph and photo manipulations & editing on paraphernalia used, collaborating and participating in relevant meetings, contributing concepts and insights;
  - c) Propose and create corporate and assets accoutrement, video and audio visual presentations for institutional activities, airport terminals and travel tax counters, including the production of multimedia and digital campaign materials;
  - d) Create and develop concepts, graphics and lay-outs for digital and print media artworks with a wide range of media and use of graphic design software which includes participation in the creation of special effects, animation or other visual presentation,

JO IAN E. MORENO  
SECOND PARTY

POCHOLO J.D. PARAGAS  
For TIEZA

computers or other electronic tools and media for use in design for above-the-line & below-the-line print, event and media advertisements, product illustrations, give-aways, company profiles, print advertisements, such as digitization of TIEZA logos, brochures, magazines, tarpaulins, banners, flyers and other promotional and institutional collaterals and materials including proposed signages and displays; Review final lay-out and suggest improvements, if required;

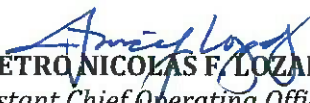
- e) Provide necessary digital designs and materials for Investment Group collaterals and presentation materials for local and foreign investors of TIEZA and Assets Public-Private Partnerships by way of diagrammatic representations of areas and informative particulars;
  - f) Provide assistance regarding creative requirements of Assets Management Sector, Operations Department, Travel Tax Department, Administrative Services Department and Special Projects such as design and layout for the TIEZA Annual Report 2019;
  - g) Create, develop and implement digital booth designs during exhibits, conferences and other events which include layouts, signages, streamers and banners, mock-ups, miniature set-ups, related manning requirement and progress tracking for pre/post-prod for corporate and promotional events;
  - h) Facilitate in the creation and reproduction of design studies, samples and mock ups; Able to provide accomplishments whether working institutionally or remotely from home or other facilities; Incorporate changes, review final lay-out and suggest improvements, revise files for branding acuity on designs recommended by TIEZA into the Final Designs before printing or publication, and/or installation;
  - i) Perform other creative services related to graphic function from time to time such as providing assistance during institutional activities along with events, meetings with suppliers and other production providers, coordinate, check & take stock of designs and materials required;
2. The Second Party hereby attests that she is not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the First Party; that he has not been previously dismissed from government service by reason of an administrative offense;
  3. The Second Party is hereby contracted as a *Graphic Designer Artist* at the Business Development Department in consideration of the monthly rate of **Thirty Eight Thousand Five Hundred Pesos (P38,500.00)** to be paid on a monthly basis;
  4. That the monthly fee shall be processed and paid only upon submission of the SECOND PARTY'S monthly outputs and/or deliverables to be required, as certified by the Chief Operating Officer or his duly authorized representative.
  5. The Second Party shall perform work at a time and schedule to be agreed upon by both parties;
  6. The duration of this Agreement shall commence from **July 26, 2020** until **October 25, 2020** or a period of three (3) months subject to renewal upon agreement by both parties;
  7. It is understood that this contract does not create an employer and employee relationship between the First Party and the Second Party, that the services rendered hereunder are not considered and as bases for entitlements to leave privileges and other benefits enjoyed by the regular personnel of the First party, such as but not limited to PERA, ACA and RATA;
  8. Notwithstanding the fixed duration of this contract, the services of the Second Party may be terminated earlier than the expiration date due to unsatisfactory service, unavailability of funds, early completion or discontinuance of the project, or other reasons within the control of the First Party.

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

**POCHOLO J.D. PARAGAS**  
*For the FIRST PARTY*

  
**JO IAN E. MORENO**  
*SECOND PARTY*

**SIGNED IN THE PRESENCE OF:**

  
**JETRO NICOLAS F. LOZADA**  
*Assistant Chief Operating Officer*  
*Assets Management Sector*

  
**MA. EVELYN A. FRANCISCO**  
*Manager*  
*Business Development Department*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public in and for \_\_\_\_\_, Philippines, this \_\_\_\_ day of \_\_\_\_\_2020 personally appeared:

| Name                 | ID Presented/ID No. | Date & Place Issued |
|----------------------|---------------------|---------------------|
| POCHOLO J.D. PARAGAS | TIEZA ID No. 3270   | City of Makati      |
| JO IAN E. MORENO     | TIEZA ID No. 3365   | City of Makati      |

all known to me to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of **FOUR (4) PAGES**, including this page where this acknowledgment is written.

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

NOTARY PUBLIC

Doc No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2020.

JO IAN E. MORENO  
SECOND PARTY

POCHOLO J.D. PARAGAS  
For TIEZA