

MEMORANDUM OF AGREEMENT

No. 2017 - _____

THE PUBLIC IS INFORMED:

This Memorandum of Agreement is between:

PEOPLE'S TELEVISION NETWORK, INC., a government-owned and controlled corporation, created and existing by virtue of Republic Act No. 7306, as amended by R.A. 10390, with principal office at Broadcast Complex, Visayas Avenue, Diliman, Quezon City, represented herein by its Network General Manager **DINO ANTONIO C. APOLONIO**, and hereinafter referred to as "PTNI";

-and-

DEPARTMENT OF AGRICULTURE, a government agency established and existing under the laws of the Republic of the Philippines, with principal office at Elliptical Road, Diliman, Quezon City, represented herein by Secretary **EMMANUEL F. PIÑOL**, and hereinafter referred to as "DA".

Antecedents:

PTNI operates the **People's Television Network** including its provincial stations and has the capability to broadcast television programs nationwide;

DA is willing to enter into a mutually acceptable arrangement with PTNI for the production of a 30-minute "Teleradyo" program to intended for dissemination and discussion of issues related to the agriculture and fisheries sector;

Both parties being in the public service, agree and covenant to coordinate and assist each other for their mutual interest and benefit and on the foregoing premises hereby agree as follows:

1. PTNI CONTRIBUTIONS

- 1.1. PTNI shall produce a 30-minute "Teleradyo" program (48 episodes) for a period of six (6) months; The first episode shall commence 20 working days upon the conforme of the Notice to Proceed.
- 1.2. PTNI shall allot the 5:00 AM to 5:30 AM timeslot, Tuesdays and Thursdays, for the "Teleradyo" program.
- 1.3. PTNI shall ensure the simulcast broadcast of the "Teleradyo" program via Radyo ng Bayan relay stations nationwide.

2. DA CONTRIBUTIONS

- 2.1. DA shall pay a total of four million three hundred ninety thousand pesos (Php 4,390,000.00), VAT inclusive, to cover airtime, facilities, hosts, and production staff. The payment shall be made monthly with the submission of certificate of airing duly certified by the TV and radio station managers.

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2.2. DA shall provide the background materials in the preparation,

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LOURDES B. PLECHAS
Supervising Administrative Officer

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research, conceptualization, and production of the "Teleradyo" program.

2.3. DA shall provide overall guidance and direction in the production of the "Teleradyo" program.

3. **WARRANTIES AND REPRESENTATIONS**

3.1. DA warrants and represents that it has not given or promised to give money, gift or any material favour / consideration to any official or employee of PTNI for purposes of securing this Agreement, and that any violation of this warranty shall be sufficient ground for PTNI to revoke or cancel the same without need of judicial action.

3.2. There is no agreement with any other person, firm or corporation which will any way interfere or be inconsistent with any rights of PTNI under this Agreement.

3.3. Any and all rights acquired by the DA under this Agreement shall not be assigned, transferred, conveyed, leased, or sold to third parties, nor allowed to be enjoyed by such third parties, without the prior written approval of PTNI. In the event of unauthorized assignment, transfer conveyance, lease, sale or enjoyment, DA shall in no case be relieved of any obligation under this Agreement;

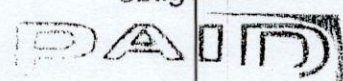
3.4. Each PARTY to this agreement hereby represents to the other that: a) its signatory has the full authority to execute this Agreement and bound such party to full performance of its obligations herein set forth, under penalty of law in case of misrepresentation; b) it has obtained all the consents, approvals, and authorizations necessary for the due execution, delivery, and performance of this agreement; and, c) this agreement constitutes its legal and binding obligation enforceable in accordance with its terms.

4. **GENERAL PROVISIONS**

4.1. This Agreement shall take effect beginning on May 2, 2017 to November 2, 2017, for a total period of six months and which is renewable thereafter, subject to the terms and conditions stipulated herein. That this agreement shall automatically expire at the end of the period agreed upon, unless extended by the parties in writing under new terms and conditions. Should this agreement be allowed to continue in the absence of a new contract, the PTNI may, at anytime, stop the airing of the program, after giving DA a ten (10)-day notice before the intended cancellation.

4.2. PTNI, as a media entity shall operate independently and without any interference from DA.

4.3. DA shall indemnify and hold PTNI, its officers, directors, agents, stockholders, and employees free and harmless from and against any and all damages, liabilities, costs, and expenses in any action or proceedings by any third party based upon any breach of the warranties and representations and/or provisions contained in the Agreement, including but not limited to any political statement, advertisement or political opinion expressed by any host, talent, officers and employees of DA only when obligations are incurred without any participation from PTNI.



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LOURDES B. PUECHAS
Concerning Administrative Office

- 4.4. PTNI reserves the right to stop or cancel the airing of any program, if in its discretion the same is in violation of existing election laws, criminal laws and /or the same is contrary to law morals, good custom, public order and public policy or shall offend any tradition, belief, religious conviction or personal; privacy of any person, group or affiliation.
- 4.5. DA agrees to hold PTNI harmless against loss/damage on account of unfair competition, infringement of trademarks/ trade names, copyrights and/or property rights, resulting from this Agreement, or any portion thereof. DA shall shoulder all fees, royalties and encumbrance of any kind, connected with the Intellectual Property Rights used in this Program and DA shall pay the accrued or contingent liability accordingly even after the expiration of this Agreement only when obligations are incurred without any participation from PTNI.
- 4.6. Nothing in this Agreement shall be construed to mean that DA or any of its officers, employees, staff and talents, is an employee, representative or agent of PTNI. It is understood that there is no employer- employee relationship between employees of DA and PTNI.
- 4.7. A waiver by either party of the terms and conditions of this Agreement in any substance shall not be deemed or construed to be a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.
- 4.8. Any delay or failure in performance hereunder by either party shall be excused if, and to the extent caused, by occurrences beyond such party's control, including, but not limited to restraints of government, acts of God, force majeure, sabotage or any cause or causes whether similar or dissimilar to those already specified which cannot be controlled by such party. If a result of legislation or government action, either party is precluded from receiving any benefit to which it is entitled hereunder, the parties shall review the terms hereof so as to restore the relevant party to the same relative positions as it previously obtained hereunder, unless said government action restricts or does not provide relief for either party under the circumstances.
- 4.9. Either party may pre-terminate this Agreement by giving a fifteen (15)-day notice prior to the date of termination, for good cause. Either party may pre-terminate this Agreement by giving the other party a fifteen (15)-day notice prior to the date of termination without prejudice to the settlement or payment of any outstanding liabilities or charges due from each party.
- 4.10. The titles of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation of any section of this Agreement or of the Agreement itself.
- 4.11. This Agreement is the entire and complete agreement of the Parties hereto, and subject to review by the Office of the Government Corporate Counsel (OGCC). The Parties hereto agree that any amendments and changes resulting from such review shall be incorporated in a Supplementary Agreement. All prior understanding, oral or written, if

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any, have been incorporated herein, or, if not, are hereby cancelled. Any amendment or addendum to this Agreement must be in writing and signed by the Parties hereto to be valid and binding.

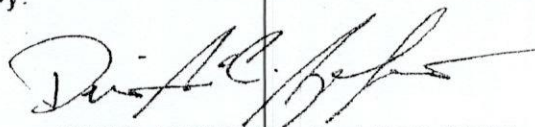
4.12. This MOA shall be subject to the usual government accounting, budgeting and COA rules and regulations.

09 MAY 2017 IN WITNESS WHEREOF, the Parties hereunto set their hands this ____ day of _____, in Diliman, Quezon City, Philippines.

PEOPLE'S TELEVISION NETWORK, INC. (PTNI)

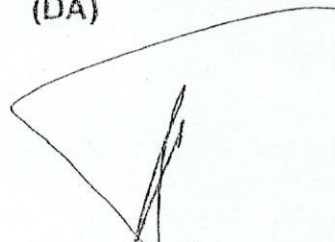
DEPARTMENT OF AGRICULTURE (DA)

By:



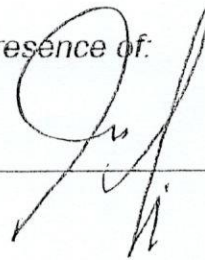
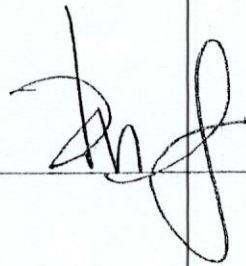
DINO ANTONIO C. APOLONIO
Network General Manager

By:



EMMANUEL F. PIÑOL
Secretary

Signed in the presence of:



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MOA # 63 # 4,390,000-24

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LOURDES B. PLECHAS
Supervising Administrative Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY S.S

09 MAY 2017

BEFORE ME, a Notary Public, this 09 MAY 2017 at 09 MAY 2017, Philippines, personally appeared the following:

NAME	ID NO.	ISSUED BY	ISSUED ON/ VALID UNTIL
DINO ANTONIO C. APOLONIO	P0441133A	DFA-MANILA	Sept 30, 2016 - Sept 29, 2021
EMMANUEL F. PINOL	916-57-911	KUREMI PT INTERLINK REVENUE	10-1-99 - PRESENT

Known to me to be the same persons who executed the foregoing instrument in their official capacity as Network General Manager of PTNI and as Secretary of DA, and acknowledged that their signatures prove their voluntary acts as well as of the entities they present.

This instrument refers to a Memorandum of Agreement, consisting of five (5) pages, including this page on which the acknowledgement is written, duly signed on the margin of each page by parties thereto, and their instrumental witnesses, on the date and at the place first above written.

Doc No. 14
Page No. 3
Book No. XXXIX
Series of 2017.

ALY JAY R. BORROMELO
NOTARY PUBLIC
 Valid until Dec. 31, 2018
 NBP No. 038380 / 01-03-2017 / Q.C.
 PTR No. 3362137 / 01-03-2017 / Q.C.
 Roll No. 48549 / TR-155-5-5-257
 Adm. Matter No. NP-000 (2017-2018)
 MCLE Compliance No. V-0020377 / 04-29-2016
 Valid until 04-14-2019
 Add.: Police Clearance Sec., QCPD
 Q.C. Hall, Quezon City

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[Signature]

LOURDES B. PLECHAS
Supervising Administrative Officer