

NBDB BooksPhilippines Brand Promotion

TERMS OF REFERENCE

1. Parties

First Party:

The NATIONAL BOOK DEVELOPMENT BOARD, a government agency under the Department of Education ("NBDB"), with office address at 3/F Regalado Hive Building, Regalado Avenue, Fairview Park Subdivision, Fairview, Quezon City 118, represented in this act by OIC Executive Director, RYAN A. ESTEBAN.

Second Party:

STUDIO DIALOGO, with address at Unit 308 Times Square Building, 57 Examiner corner Times Street, 1104 Quezon City, represented in this act by its Principal Designer, ELIZA FLORES.

2. Recitals

- 2.1. The National Book Development Board (NBDB) also known as the Book Publishing Industry Development Act was created tasked primarily to formulate and implement a National Book Policy with a corresponding National Book Development Plan geared towards the development of the book publishing industry.
- 2.2. The NBDB, through the different divisions of the agency, will enhance its online presence in developing and supporting the industry by continuing to reach out to the book publishing industry stakeholders online amidst the pandemic. This can be done by acquiring the right to use an existing BooksPhilippines logo in various collaterals to effectively communicate its thrusts and have a consistent representation and branding of the agency on digital platforms.
- 2.3. The Second Party warrants that the company has prior experience in designing corporate logos including the BooksPhilippines logo for the NBDB; and a clientele related or allied to the publishing industry, a body of work that shows appreciation for the Philippine publishing industry and Philippine publications.

3. Term

This agreement shall take effect immediately upon signing by both parties and their instrumental witnesses and shall continue to be in force until the obligations of the parties under this agreement are fully fulfilled.

4. Scope of Services

During the term of the Agreement, the Second Party shall deliver one (1) "BooksPhilippines" logo for the branding of BooksPhilippines.

5. Terms of Use

The Second Party grants the First Party the right to use the "BooksPhilippines" logo on the digital collaterals listed below.

Any transfer of rights is conditional upon receipt of full payment.

All rights not expressly granted above are retained by the Studio Dialogo, including, but not limited to, all rights in original artwork, in any media, sketches, comps or other preliminary materials, notes, and all other documentation. Usage beyond that granted to the Client herein shall require a separate agreement.

5.1. National Children’s Book Award

- Program
- Project poster for NBDB Facebook page
- Project banner for NBDB website
- Opening and closing presentation and/or videos
- Catalogs of nominees and winners
- Certificates for nominees and winners
- Video-recorded awarding

5.2. Booklatan sa Bayan

- Program
- Project poster for NBDB Facebook page
- Project banner for NBDB website
- Opening and closing presentation and/or videos
- PowerPoint materials
- Workshop templates
- Certificates of training completion for participants and certificate of appreciation for speakers and/or moderators
- video-recorded sessions

5.3. Modules for Booklatan Sessions

- Two (2) modules developed

5.4. Social media and website

- Facebook posts
- Website posts

6. Exclusions

This proposal does not include the design and layout of the “BooksPhilippines” logo on the digital collaterals.

7. Fees, Costs, and Charges

The NBDB shall pay the Second Party the amount of ONE HUNDRED SIXTY-FIVE THOUSAND PESOS (PHP165,000.00), inclusive of 12% VAT, for its services as Designer, according to the schedule below:

- Full Payment (100%): 15 working days upon turnover of logo file to NBDB, following government terms of payment

8. PhilGEPS Registration

The Second Party warrants and represents that it is registered with PhilGEPS.

9. Warranty of Originality

The Second Party warrants and represents that:

- 9.1. to the best of the corporation’s officers’ knowledge, the work assigned hereunder is original;

- 9.2. that Studio Dialogo has full authority to enter into and perform this agreement; and
- 9.3. that the work prepared by Studio Dialogo does not contain any unlawful matter.

This warranty does not extend to any uses that the First Party or others may make of Studio Dialogo's work that may infringe on the rights of others.

10. Transfer of Rights

The Second Party grants exclusive electronic rights to the First Party for commercial use for a period of three (3) months, from the signing of this term of reference until March 31, 2021; understood as a period covering two (2) local initiatives: National Children's Book Award and Booklatan sa Bayan.

The use of the "BooksPhilippines" logo in the two (2) modules developed for Booklatan sessions, the NBDB website, and social media announcements shall continue beyond 31 March 2021 as long as they were used for the purposes covered in this term of reference and were posted prior to the expiration of the terms of reference.

Any other transfer of rights shall be subject to separate and subsequent contract/s.

11. Entire Agreement

This Agreement contains the entire agreement of the parties concerning the subject matter hereof and shall, as of the effective date, supersede all previous understandings and agreements, whether oral or written, between the parties on the subject.


RYAN A. ESTEBAN
OIC Executive Director

CONFORME

I have read and understood the terms above and I agree, by my signature below, to fully comply with the rules of our engagement.

Name: Eliza A. Flores

Signature: 

Company: Studio Dialogo, Inc.

Position: Principal Designer

Mobile number: (0918) 904 3420