



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

VENUE RENTAL CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Venue Rental Contract (the “**Contract**”) is made and entered into this _____, in the City of Manila, Philippines, by and between:

The **NATIONAL MUSEUM OF THE PHILIPPINES**, a trust of the Government of the Philippines by virtue of Republic Act No. 11333, with office address at the Old Legislative Building, National Museum Complex, Rizal Park, Manila 1000, represented herein by its Director-General, **JEREMY BARNES**, hereinafter referred to as the “**NMP**”;

-and-

The **DEPARTMENT OF FINANCE** with office address Roxas Boulevard corner P. Ocampo Street, Manila represented herein by its Undersecretary, **BAYANI H. AGABIN**, hereinafter referred to as the “**CLIENT**.”

(The **NMP** and **CLIENT** shall each be referred to as a “**PARTY**” and collectively, as “**PARTIES**”)

-WITNESSETH that-

WHEREAS, the Philippines shall serve as the host of the 2024 World Economic Forum (WEF) Country Roundtable, which will be held on 18-19 March 2024, to discuss investment opportunities for regional and international business, with emphasis on clean energy and digital transformation which shall drive the country to modernize infrastructure and enhance competitiveness fostering inclusive growth;

WHEREAS, the **CLIENT** shall host the Welcome Reception of the 2024 WEF Country Roundtable in the Philippines on 18 March 2024;

WHEREAS, the **NMP** has the mandate and authority to rent the dedicated areas for external events functions and similar activities by virtue of Section 25(a) of Republic Act No. 11333;

WHEREAS, the **NMP** certifies that it has the necessary requirements, facilities, spaces and competent staff to complement the required tasks in making the **CLIENT**'s event a success per NMP Certification dated 05 March 2024;

WHEREAS, the **NMP** is identified as the best location for the Welcome Reception to highlight Philippine heritage while the public and private sectors of the country engage with Chief Executive Officers from other countries;

WHEREAS, the **CLIENT** desires to hold the event at **NMP** and has proposed to lease certain areas at the **NMP** for the event;

WHEREAS, the **CLIENT** is requesting permission to use the National Museum of Fine Arts for the **CLIENT**'s Welcome Reception for the WEF Country Roundtable on the Philippines on 18 March 2024 (Monday);

WHEREAS, the NMP is amenable and agreed to have its premises used as venue for the said event;

NOW, THEREFORE, for and in consideration of the foregoing premises and their mutual covenants, the **PARTIES** hereby agree as follows:

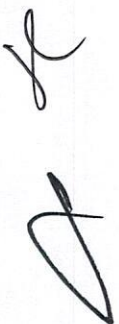
**ARTICLE I.
SUBJECT MATTER**

This agreement refers to the lease by the CLIENT of the Spoliarium Hall, Pres. Sergio Osmeña Hall (2F), Senator Claro M. Recto Hall (3F), Foyer (3F) and Senate Session Hall of the NMP to enable the former to hold the “2024 Welcome Reception for the World Economic Forum Country Roundtable on the Philippines” on 18 March 2024.

**ARTICLE II.
OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

A. The CLIENT shall:

1. Pay the rental fee of **One Hundred Fifty Thousand Pesos Only (Php 150,000.00)** for the use of the **Senate Session Hall (3F)** at the National Museum Fine Arts, which will likewise cover the use of the **Spoliarium Hall (2F), Pres. Sergio Osmeña Hall (2F), Senator Claro M. Recto Hall (3F), and Foyer (3F)** under waived rental fees, with the following particulars:
 - a. The event proper will be on **18 March 2024** from **5:30 PM to 10:00 PM** exclusive of ingress and egress. The timeline of activities is herein provided as **Annex “A”**;
 - b. Payment shall be made one-time and in full, either in the form of cash, bank transfer, Manager's Check or Cashier's Check, or Postal Money Order. If bank transfer, payment shall be made to the **National Museum Income Fund** with account number **0012-1184-30** with **Landbank of the Philippines** Intramuros Branch as servicing bank; and
 - c. All other areas not covered in this **Contract** are understood to be excluded. Restrictions and limitations set by NMP on other areas on the use of facilities apply. Any breach or violation of this **Contract**, intentional or otherwise, shall warrant the cancellation of the permit to use the venue and discontinuance of the event without any cost accruing to the **NMP**.
2. Strictly comply with the rules and regulations hereto attached as **Annex “B”** (Venue Rental Agreement Form) and made an integral part of this **Contract**;
3. Together with its personnel, exercise utmost care and due diligence in the movement of supplies/materials and equipment so as not to damage any properties of the **NMP**;
4. Coordinate with the assigned contact person of **NMP** with regard to any related concerns;



5. Pay/compensate any damage to **NMP** property due to the fault of any of the **CLIENT**'s staff/personnel, suppliers, or guests. Ordinary wear or tear of **NMP** property is not included. Pay/compensate for any injury, due to the fault of the **CLIENT**'s staff/personnel, suppliers, or guests that may be suffered by their personnel or guests during the ingress, egress, and the event proper;
6. Pay for the outsourced janitorial and security support services of the **NMP** when requested or necessitated by circumstances and as agreed between the **PARTIES**. The payment shall be in cash and shall be made directly to the janitorial and security representatives immediately after the event;
7. Provide the **NMP** with the proposed floor plan, program of activities, final schedule, list of equipment to be used including its corresponding electrical requirements, and list of staff/personnel, suppliers, and other people who are directly involved in the event at least one week prior to the event; and
8. Provide the **NMP** with the estimated number of individuals attending the event, which is a maximum of 130 pax (100 guests, 30 support staff)

B. The **NMP** shall:

1. Allow the use of venue as requested by the **CLIENT**;
2. Designate a focal person who will attend to and coordinate any concerns or matters related to this **Contract** and to oversee the activity;
3. Allow access to electrical sources but only to equipment that qualifies to the set wattage capacity as determined by the Facilities Management Division (FMD) of the **NMP**. In case of usage of LED screens and other equipment that do not qualify to the set wattage capacity, the **CLIENT** shall bring its own generator set; and
4. Issue an official receipt for the payment made by the **CLIENT**.

**ARTICLE III.
AMENDMENTS**

No amendment or modification of this **Contract** shall be valid except by written agreement among the **PARTIES**.

**ARTICLE IV.
CONFIDENTIALITY**

Both **PARTIES** agree to hold all confidential information in confidence and to use confidential information only for the purpose of this **Contract**. The **PARTIES** agree not to use, adapt, or reproduce said confidential information for any commercial purpose outside of what has been allowed and agreed under this **Contract**. **PROVIDED, HOWEVER**, that the Party who intends to disclose any confidential information embraced under this **Contract** shall first secure the written consent of the other party.



**ARTICLE V.
VENUE OF ACTIONS**

Any dispute or disagreement of any kind whatsoever arising from any interpretation, implementation or violation of the terms and conditions of this **Contract**, shall, as far as practicable, be settled amicably. In case the dispute or disagreement cannot be settled amicably, the **PARTIES** may file such dispute or controversy with the Department of Justice or the Office of the Ombudsman, as the case may be, in accordance with the pertinent provisions of executive Order No. 292.

**ARTICLE VI.
WARRANTIES OF THE PARTIES**

The **PARTIES** represent and warrant that the persons signing and executing this **Contract** on their behalf are duly authorized for the purpose, and that this **Contract** shall be legal, valid, and binding upon the **PARTIES**, their successors, representatives, transferees, and assigns.

**ARTICLE VII.
SEVERABILITY**

If any term, provision, covenant or condition of this **Contract** is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this **Contract**.

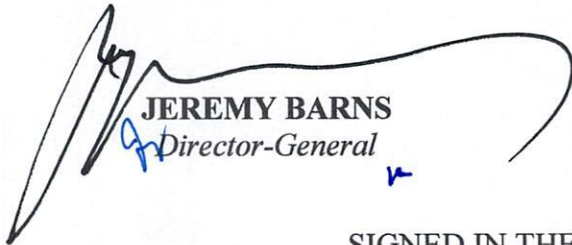
**ARTICLE VIII.
EFFECTIVITY**

This **Contract** shall be effective on 17 March 2024 and shall be terminated upon the completion of the activities and obligations embraced herein.

IN WITNESS WHEREOF, the **PARTIES** have hereunto affixed their signatures on the date and at the place first written above.

**NATIONAL MUSEUM OF THE
PHILIPPINES**

DEPARTMENT OF FINANCE


JEREMY BARNS
Director-General


BAYANI H. AGABIN
Undersecretary

SIGNED IN THE PRESENCE OF:


JORELL M. LEGASPI
Deputy Director-General for Museums


MARIA EDITA Z. TAN
Undersecretary

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila personally appeared the following persons with their respective forms of identification:

<i>Name</i>	<i>Identification</i>	<i>Date / Place of Issue</i>
JEREMY BARNS	Philippine Passport No. P5076851B	March 12, 2020 / DFA Manila
BAYANI H. AGABIN	TIN 172-571-956	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledgement to me that the same are their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument consisting of six (6) pages, including this page whereon this Acknowledgement is written and the Annex "A" where the timeline of activities is indicated, refers to a Memorandum of Agreement signed by the Parties together with their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of **MAR 21 2024**, in Manila, Philippines.

NOTARY PUBLIC

Doc. No. 694 ;
Page No. 139 ;
Book No. XIX ;
Series of 2024.


ATTY. MANUEL ABUYO RODRIGUEZ II
Notary Public for City of Manila- Until Dec 31, 2024
Notarial Commission No. 2023-065
2nd Floor Midland Plaza Hotel, Adriatico St Ermita, Mla
I.B.P No 329200, Dec 16, 2023 for year 2024
P.T.R No 1535348-Jan 3, 2024 at Manila
Roll No 68732/MCLE Compliance No VII-0005642 4.14.2023

Handwritten initials/signature

Annex "A"
Timeline of Activities

Activity	Location	Target Date/Duration
Welcome Reception for the World Economic Forum (WEF) Country Roundtable on the Philippines	NMP FINE ARTS BLDG. Spoliarium Hall Pres. Sergio Osmeña Hall Senator Claro M. Recto Hall Foyer (3F) Senate Session Hall including Hallways	Ingress: March 17, 2024/ 9:00PM To March 18, 2024/ 5:29PM Event Proper: March 18, 2024/ 5:30PM to 10:00PM Egress: March 18, 2024 10:01PM to 1:00AM

Handwritten initials or marks at the bottom left of the page.

 <p>PAMBANSANG MUSEO NG PILIPINAS NATIONAL MUSEUM OF THE PHILIPPINES</p>	VENUE RENTAL AGREEMENT FORM FOR CENTRAL MUSEUMS	
	Document Reference No.	NMP-MSD-F-018
	Effectivity Date:	02 October 2023
	Version no.:	2023-000

VENUE RENTAL AGREEMENT FORM FOR CENTRAL MUSEUMS

The National Museum of the Philippines (NMP) is a government and cultural institution that is mandated by law to protect and preserve the nation's natural and cultural heritage. The use of its facilities as Venue Rental is an extended service of the Museum that is being offered with safety and security restrictions as part of its collections and facilities management program. This Venue Rental Agreement Form contains guidelines set by the Museum that should be strictly followed by clients accessing the Museum.

Please read through and sign this document if you agree to abide the stipulated guidelines. Once signed, submit the form together with the accomplished Venue Rental Application Form, Event Briefer Form, and other necessary documents, to events@nationalmuseum.gov.ph.

For questions, you may reach the Museum Services Division through the email provided above or at (02) 88298 1100 local 1032.

1. All requests must be in writing and must be submitted thirty (30) days before the scheduled event. Letter must be addressed to the Head of the Agency Director-General Jeremy R. Barns and may be coursed through via hand-delivered letters (National Museum of Fine Arts, Padre Burgos Street, Manila) or through the official email address (services@nationalmuseum.gov.ph).

Duly accomplished Venue Rental Agreement and Event Briefer (for business entities/companies only) forms must also be sent along with the request letter which will be subject for review, assessment, and approval of the Director-General.

2. Upon submission of required forms, a client coordination meeting will be set by the MSD.
3. Upon meeting, an event Floor Plan shall be submitted to the Director-General for approval.
4. The client must secure a notarized Memorandum of Agreement (MOA) two (2) weeks before the event/activity, and will be subject for review and approval of the NMP Legal Office.
5. An applicable fee shall be paid in full (tax exempted) to the NMP's Cash Section in cash or online bank transfer a week before the event.
 - a. For bank transfer, payment shall be sent to the following details:
 Account Name: National Museum Income Fund
 Account Number: 0012-1184-30
 Servicing Bank: Landbank of the Philippines – Intramuros Branch
 - b. Payment confirmation is within two (2) working days upon submission of the original Deposit Slip or Receipt of Transfer Confirmation Email from bank. Official/ Acknowledgement Receipt will be sent through email upon payment confirmation for online payments.
 - c. Venue rental fee is non-refundable if the reason for cancellation is caused by the client.
 - d. Other payment options are Manager's Check, Cashier's Check or Money Order payable to the National Museum Income Fund.
6. All logistical needs (i.e. chairs, tables, sound system, ushers, etc.) shall be provided by the client.
7. Caterer shall strictly comply with the museum's following policies:
 - a. No cooking inside the museum.

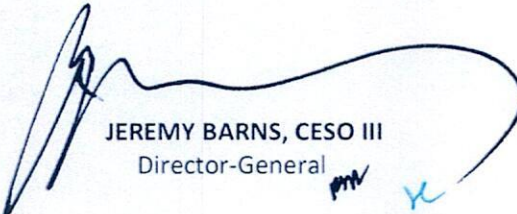


PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

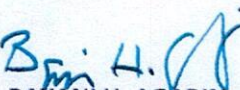
**VENUE RENTAL AGREEMENT FORM FOR
CENTRAL MUSEUMS**

Document Reference No.	NMP-MSD-F-018
Effectivity Date:	02 October 2023
Version no.:	2023-000

- b. Caterer shall clean food spills and residue, and observe proper disposal of food waste immediately after the event. Path of the catering staff to and from the event premises shall not pass or traverse collection and specimen areas of the Museum.
 - c. Caterer shall have a designated staging/preparation area.
 - d. Caterer shall employ waste/garbage segregation and shall always observe proper waste disposal.
 - e. Caterer shall be responsible for any untoward circumstance or incident that may result from improper preparation and handling of food.
 - f. Any damage to Museum property that may be reasonably attributed to the caterer shall make the latter liable for such damage or injury. In case of the failure of the caterer to answer for the damage or injury, such failure shall make the event coordinator solidarity liable with the caterer.
8. As a preventive maintenance policy, use of live plants or animals, or any organic materials as ornaments and props during the event are strictly prohibited.
 9. The NMP reserves the right to cancel the venue rental schedule if the client fails to pay before the scheduled event.
 10. Any NMP equipment, furniture, fixtures that will be used for the event shall be inventoried before and after the event.
 11. All outsourced personnel (security and maintenance) who will be assigned to supervise and assist before, during, and after the event shall be duly compensated in cash by the event organizer.
 12. Technical equipment such as light effects and sounds, wirings, stage lay-out, etc. shall be assessed by the Facilities Management and Conservation personnel for safety and security of the museum collections, exhibitions, and facilities.
 13. Only the names listed on the filled-up form accomplished by the client will be allowed entry to the museum. The NMP reserves the right to refuse entry to any visitor as it deems necessary.
 14. Rescheduling of the event must be made three (3) working days before the initial booked schedule. Rebooking should be at least five (5) working days before the new preferred schedule, subject to the approval of the management.
 15. The NMP reserves the right to disapprove requests if it is not in line with the Museum's mandate and objectives and where it will compromise its interest.


JEREMY BARNES, CESO III
Director-General

CONFORME:


BAYANI H. AGABIN
Undersecretary

Name of Company: Department of Finance
Contact No.: 53176363