

## CONTRACT FOR SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on 14 March 2022 in Pasay City by and between:

The *Department of Foreign Affairs* (hereinafter referred to as the DFA), a government agency with principal office address at 2330 Roxas Boulevard, Pasay City represented herein by Hon. SARAH LOU Y. ARRIOLA, Undersecretary of the Office of Migrant Workers Affairs and Head of the Procuring Entity (HOPE).

AND

WHITE SPACE MIND AND BODY WELLNESS CORP. (hereinafter referred to as White Space Wellness) with postal address at 11th floor, Cyberone Bldg. Eastwood City Cyberpark Bagumbayan, Quezon City, 1110 Philippines, represented herein by EILEEN F. TUPAZ, White Space Wellness, Co-Director.

### -WITNESSETH-

WHEREAS, the DFA seeks to hire a competent and established provider of consulting services to run a wellness program for DFA personnel;

WHEREAS, DFA decided to engage WHITE SPACE WELLNESS to conduct a series of wellness programs for DFA Personnel;

WHEREAS, upon the recommendation of the Bids and Awards Committee (BAC) of the DFA, the DFA awarded the contract for the conduct of wellness programs in the DFA to White Space Wellness per BAC Resolution No. NTC-12-22 adopted on 14 March 2022, a copy of the Notice of Award is attached herewith as ANNEX A;

WHEREAS, White Space Wellness is duly authorized to engage in the business of providing consulting services and that it has the capacity to render the services required by the DFA for its program;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

#### I. OBJECTIVE

The DFA and WHITE SPACE WELLNESS agree to run a series of seminars/workshops/trainings for the Conduct of Wellness Seminars/Workshops/Trainings under "*Project DFA Resilience*" for the CY 2022 (hereinafter, the Contract Period) for DFA personnel.

The Project DFA Resilience is designed as a series of workshops to be cascaded across key DFA offices for the purpose of teaching DFA personnel how to use the time-tested practice of mindfulness meditation and self-awareness as a means to enhance mental acuity, improve emotional resilience and foster relational empathy, thus elevating the quality of life of DFA personnel and their productivity at the workplace.

#### II. OBLIGATIONS OF THE PARTIES

##### 1. Obligations of White Space Wellness:

- a. White Space Wellness shall develop and conduct the following wellness programs specifically designed for DFA personnel within the Contract Period. The target audience and content for the wellness program shall be agreed upon in writing by the Parties, and shall be considered as an integral part of this Agreement.

- i. Project DFA Resilience: *Cultivating Positive Coping Strategies*
- ii. Project DFA Resilience: *Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Meditation*
- iii. Project DFA Resilience: *Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Yoga*
- iv. Project DFA Resilience: *Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Tai Chi*

- b. The main purpose of the program is to help the participants promote their physiological and psychological well-being in the face of the stressful and difficult conditions of modern life
- c. In view of the ongoing restrictions on in-person gatherings, the program will be delivered online as follows:

Title/Workshop	Schedule
Project DFA Resilience: <i>Cultivating Positive Coping Strategies</i>	One (1) batch with each batch consisting of two (2) 120-minute sessions
Project DFA Resilience: <i>Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Meditation</i>	One (1) batch with each batch consisting of four (4) 90-minute sessions
Project DFA Resilience: <i>Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Yoga</i>	One (1) batch with twelve (12) 60-minute sessions
Project DFA Resilience: <i>Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Tai Chi</i>	One (1) batch with twelve (12) 60-minute sessions

- d. The specific date, venue/platform and content for the session shall be agreed upon by both Parties before the commencement of the wellness program.
- e. White Space Wellness shall provide sufficient modules needed for the entirety of the session.
- f. Following the completion of the wellness program, White Space Wellness shall prepare a Summary Report containing the necessary post-program evaluations, recommendations and policy recommendations required by DFA.

## 2. Obligations of DFA:

- a. DFA shall provide White Space Wellness with a coordinator (site anchor) who shall represent DFA in taking care of overall administration of the wellness program, coordinating with the program participants, arranging for the venue/platform of the wellness program, and other logistical preparations, and preparing the proper forms for DFA personnel to be able to evaluate White Space Wellness' performance.
- b. DFA shall provide alternative coordinators if needed, to ensure that the full scope of services in the contract have been availed in the course of the wellness program, and to prevent circumstances that may impede the completion of the program.

## III. CONTRACT PRICE

- a. For services mentioned in Paragraph II of this Contract, DFA shall pay White Space Wellness the following fees:

*Richard F. Tapp*

Title of Workshop	Amount Inclusive of VAT and other applicable taxes
Project DFA Resilience: Cultivating Positive Coping Strategies	Php 57,500.00
Project DFA Resilience: Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Meditation	Php 80,000.00
Project DFA Resilience: Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Yoga	Php 160,000.00
Project DFA Resilience: Cultivating Mindfulness, Self-Awareness, Empathy and Engagement through Tai Chi	Php 160,000.00
Total	Php 457,500.00 <i>*inclusive of VAT and applicable taxes.</i>

- b. Costs related to operations, such as the venue (if conducted face-to-face) of the session, materials, food and miscellaneous expenses, shall be for the account of the DFA.
- c. White Space Wellness shall bill DFA after the service has been rendered.
- d. White Space Wellness shall bill DFA after every workshop batch, the consultant must issue said certification for each billing; otherwise, the certification shall only be issued for the single and final billing.
- e. The DFA shall pay **White Space Wellness** by bank transfer from the Land Bank of the Philippines (LBP) through a list of Due and Demandable Accounts Payable (LDDAP) within thirty (30) working days. The LDDAP shall be payable to:

**White Space Mind and Body Wellness Corporation**

- Bank Account Name: White Space Mind and Body Wellness Corp.
- Beneficiary Account number: 002370007431
- Bank Branch: Union Bank of the Philippines C-5 Quezon City
- Bank Address: 184-B Eulogio Rodriguez Jr. Avenue, Bagumbayan, Quezon City 1110 Philippines

- f. The professional fee is inclusive of VAT and applicable taxes.

#### IV. INTELLECTUAL PROPERTY

White Space Wellness shall retain ownership of all intellectual property rights over the content of all modules included in the wellness program. DFA shall retain the right to confidentiality of any and all materials, evaluations and test results. The reports and evaluations from the wellness program are subject to the confidentiality provision under Article VI of this Contract.

#### V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between DFA and White Space Wellness or vice-versa. Accordingly, neither Party shall be in any way liable or responsible for any personal injury or damage, sustained or caused by any of the personnel provided by the other party, during the lawful performance of their duties.

#### VI. CONFIDENTIALITY OF INFORMATION

Any information or document obtained in connection with the execution or implementation of this Contract shall not be disclosed to any person or entity without written consent of the DFA. The non-

*Richard F. Tugay*

disclosure and confidentiality requirement in this provision shall continue even after the expiration or termination of this Contract.

#### VII. REPRESENTATIONS/AMENDMENTS

The terms and conditions of this Contract may be amended, altered, and/or revised by written instrument signed by the Parties or their authorized representatives.

#### VIII. SEPARABILITY

The Parties agree that if any provision of this Contract is judicially declared to be void, invalid or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The Parties shall, subject to their mutual agreement, promptly amend this contract and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken the remaining provisions, will achieve the intended purpose of the void, invalid, or otherwise enforceable provision.

This Contract supersedes, defeats, alters, controls or otherwise rendered inoperative any and all previous agreements executed between the parties and may not be further modified, altered or amended in any manner except by agreement in writing duly executed by the parties hereto.

This Contract shall be governed by and construed according to the laws of the Republic of the Philippines.

#### IX. ASSIGNMENT

Neither the First Party shall assign, sublet or transfer any interest in this Project without the written consent of the other.


#### XI. EXCLUSIVE JURISDICTION

In the event of any dispute or difference that may arise between the parties herein, in connection with this Contract or the interpretation and performance of any of its clauses, the parties shall exert their best effort to amicably settle such dispute or difference. However, in case such dispute is not amicably settled, the parties shall submit themselves to the exclusive venue of the appropriate court in Pasay City to the exclusion of any and all other courts that may exercise concurrent or coordinate jurisdiction.

#### XII. EFFECTIVITY AND TERM OF THE CONTRACT

This Contract shall take effect upon its signing by both Parties, and shall be valid for the duration of the Contract Period. The contract shall be subject to the discretion of the DFA; provided, however, that written notice shall be given to the other party fifteen (15) days prior to the intended date of such renewal or termination.

IN WITNESS WHEREOF, the Parties through their authorized representatives, have signed this Contract on the date and place above written.

  
SARAH LOU Y. ARRIOLA  
Head of the Procuring Entity  
Undersecretary, OUMWA

  
EILEEN F. TUPAZ  
Co-Director  
White Space Wellness

Signed in the presence of:

  
SULPICIO M. CONFIADO  
Assistant Secretary, OFMS

  
CHRISTOPHER B. MONTERO  
Assistant Secretary, HRMO

## ACKNOWLEDGMENT

Republic of the Philippines)  
City of Pasay ) S.S.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on **MAY 19 2022** 2022 personally appeared to **SARAH LOU Y. ARRIOLA**, Undersecretary for Migrant Workers, Head of the Procuring Entity Department of Foreign Affairs, and **White Space Mind and Body Wellness Corporation** represented by **Ms. Eileen F. Tupaz**, Co-Director, known to me to be the same persons who executed the CONTRACT consisting of six (6) pages including the page on which this acknowledgement is written. Both pages have been signed by the parties and their witnesses, and they acknowledge to me that the same is their free and voluntary act and deed.

The Philippine Passport/Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
SARAH LOU Y. ARRIOLA			
Eileen Tupaz White Space Mind and Body Wellness Corp. represented by Eileen F. Tupaz	Driver's License No. G01-98-244954	Land Transportation Office	August 13, 2019

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on the date and in the place above written.

**ATTY. JESSICA A. PANIS**  
NOTARY PUBLIC  
Notary Public extended per AM 3795 Until June 22, 2022  
PTR No. 0097989, Jan. 03, 2022  
IBP Lifetime Member No. 08365 Roll No. 52814  
MCLE No. VI-0029369 Nov. 11, 2019 Until 2022  
Commission No. 2019-082  
1091 N. Lopez St., Ermita, Manila  
0927 2774504

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