

**FILM AND NON-FILM ASSET DEPOSIT
MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** is made and entered into in Manila, Philippines, this 11th day of June, 2020 by and between:

The **FILM DEVELOPMENT COUNCIL OF THE PHILIPPINES** (hereinafter referred to as **FDCP**), a government agency organized and existing by virtue of Republic Act No. 9167, with principal office address located at 855 T.M. Kalaw Street, Ermita,

Manila, duly represented in this act by its Chairperson and Chief Executive Officer, MARY LIZA B. DIÑO,

and

The (Name of Production) (hereinafter referred to as PRODUCER), duly registered and existing under the Philippine laws, with principal office address at (Address of Production), (Name of Producer),

Collectively referred to as the **PARTIES**.

WITNESSETH:

WHEREAS, by virtue of R.A. No. 9167, the **FDCP** is mandated to promote and support the development and growth of the Philippine film industry as a medium to uplift aesthetic, cultural, and social values for better understanding and appreciation of the Filipino identity;

WHEREAS, the **FDCP** has the mandate to ensure the establishment of a film archive in order to preserve and protect the film in the form of reel, tape, disc, and/or digitized formats, and other materials in connection therewith (hereinafter referred to as **PHILIPPINE FILM AND NON FILM-ASSETS**), as part of the nation's historical, cultural and artistic heritage;

WHEREAS, there exist an imperative necessity to preserve these film and other audio-visual materials for posterity and against force majeure events such as fire, flood, and any other calamities that may hereafter occur;

WHEREAS, the **FDCP** shall undertake appropriate actions and interventions for the preservation of materials which include but not limited to migration, duplication, and restoration as well as to ensure the security and integrity of the submitted materials relative thereto;

WHEREAS, the **FDCP** established the **Philippine Film Archive** (hereinafter referred to as **PFA**), which is duly mandated to take charge of the collection, archiving, preservation, management, and access provision of all Filipino films and other audio-visual materials produced in the Philippines and/or abroad;

WHEREAS, the **PFA** shall serve as the repository of films in the form of reel, tape, disc, and/or digitized formats, and other materials in connection therewith;

WHEREAS, the **PRODUCER** is the copyright holder of the worldwide property rights for commercial and non-commercial exploitation of the **FILM TITLE** – (Title of Film) in all formats and by any media, now known or hereinafter devised without any limitations;

NOW, THEREFORE, the **FDCP** and the **PRODUCER** agree to coordinate their efforts as well as complement each other's resources in the preservation and protection of Film and Non-Film Assets on the basis of the set forth terms and conditions:

1. **COVERAGE**

This Agreement shall cover the preservation of the Film and Non-Film Assets related to the **PRODUCER's FILM TITLE** - (Title of Film) which include but not limited to the collection, preservation and access to the audio-visual heritage of the Philippines including film archive, promotional posters, and still photographs.

2. **FILM AND NON-FILM ASSET RIGHTS AND OWNERSHIP**

a. The **PRODUCER** shall have full copyright ownership over the Film and Non-Film Assets.

3. **RESPONSIBILITY OF THE PARTIES**

The Parties herein undertake the following duties and responsibilities:

a. **FDCP's PFA** shall:

1. On **PFA's** account, undertake the administration of and other repository obligations for the **FILM's** Film and Non-Film Assets;
2. Upon submission and deposit of the Film and Non-Film Assets, provide fair compensation to the **PRODUCER** for the production of the copy of the film and other materials subject to the usual government procurement and accounting rules and regulation;

3. Conduct proper procedures to ensure the proper transfer, handling, preservation, and safety of the deposited Film and Non-Film assets;
4. Appoint one (1) or more of its officers, as the case may be, to spearhead the facilitation in the proper administration and other repository obligations of such assets;
5. Cause the production of duplicate materials subject to payment of minimal fees and charges upon prior request of the **PRODUCER** or a third party upon authorization from the **PRODUCER**;
6. Facilitate the request of a third party for free public access of the **FILM's** assets exclusively for purposes of academic, research and for other related non-profit activities and/or events with prior notice to the **PRODUCER**, *provided*, that such access shall be utilized for such purposes within the **PFA** facilities under its established programs; or as the Parties may hereafter agree upon;
7. Publish a record of the deposited materials in FDCP's website within one (1) month prior to the end of every calendar year;
8. Impose reasonable fees and charges for services rendered, *provided*, that the amount actually collected shall be remitted to the National Treasury in a Special Account to be utilized for and earmarked as Other Operating Expenses to augment its operational and maintenance costs, subject to existing accounting and budgeting rules and regulations; and
9. Dispose the materials at its own discretion in cases of serious decay of the same or any form of degradation which may be harmful to any person or property, with due notice to the **PRODUCER**;

b. **PRODUCER** shall:

1. Furnish the following files to **PFA**, within ten (10) days from the date the **FILM** has been classified by the Movie and Television Review and Classification Board (MTRCB) in accordance with its mandate, or upon application for grading with the Cinema Evaluation Board (CEB):
 - i. Copy of the film without watermark or any violator in any of the following format:
 - a. Digital Cinema Package (DCP) copy of the films referred to in Annex A, unencrypted or without Key Delivery Message (KDP) as has been graded by MTRCB and/or CEB
 - b. DPX Files and WAV Files
 - c. .MOV Files

- ii. Three (3) printed copies of the film poster
iii. Digital format copy of the film poster in .psd or .ia file
- iv. Script
- v. Dialogue List

The PFA shall provide for the destination hard drive where the copy of the film shall be ingested. This is to ensure uniformity in the hard drives to be used in the archiving of the film.

All related costs involved in the provision of the copies and files shall be to the cost of the **PFA**. Related thereto, the **PRODUCER** must submit to the **PFA** a written compensation claim stating the details of costs necessary to calculate the compensation within thirty (30) days from the date when she submitted the copy of the film and its assets. The compensation will be subject to regular government procurement and accounting rules and regulations.

- 2. Ensure that the transfer and deposit of such Film and Non-Film Assets is made with due authorization;
- 3. Appoint one (1) or more of its officers, as the case may be, as the main contact for PFA's current and future coordination for the **FILM's** assets;

5. **AMENDMENT**

The Parties shall mutually agree upon any amendment or modification of this Agreement or its renewal. No modification or amendment of this Agreement shall be valid unless the same is reduced into writing and signed by both Parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the Party who sought to enforce the same;

6. **SEPARABILITY CLAUSE**

If one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a competent court or agency, the remaining provisions contained herein shall not in any way be affected or impaired.

7. **TERMINATION**

The termination of this Agreement shall be without prejudice to the existing and ongoing projects being undertaken under other Memoranda, Implementing Agreements and/or Joint Administrative Orders, unless otherwise agreed by the Parties in writing.

8. EFFECTIVITY

This Agreement shall commence upon the signing by both Parties and shall remain valid and binding until the same is duly terminated for a valid cause.

9. OTHER PROVISION

Should any force majeure or similar condition occur, which may delay or prevent the timely completion or fulfillment of this Agreement and the attainment of set forth objectives, the Party with knowledge thereof shall notify the other in writing, specifying the cause and its implications and consequences, to enable the parties to adopt remedial measures.

IN WITNESS WHEREOF, the Parties hereto have affixed their respective signatures on the date and place afore-mentioned.

FILM DEVELOPMENT COUNCIL OF THE PHILIPPINES	PRODUCER'S NAME
MARY LIZA B. DIÑO <i>Chairperson and CEO</i>	REPRESENTATIVE'S NAME <i>Designation</i>

SIGNED IN THE PRESENCE OF:

Republic of the Philippines) S.S.

City of Manila)

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Manila, this ___ day of _____ 2019, personally appeared:

NAME	ID	PLACE/DATE OF ISSUE
MARY LIZA B. DIÑO	Passport No. EC7981990	DFA NCR Northeast / June 9, 2016
Name of Representative		

known to me to be the same persons who executed this instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the legal entities herein represented.

This instrument refers to the **Memorandum of Agreement**, consisting of **five (5) pages** including this page where the Acknowledgment is written, has been signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL at the place and on the date above written.

Notary Public

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