

CONTRACT

The Contract for the Procurement of Professional Catering Services for an official Event of the Embassy on 08 August 2024 ("Contract") is entered into between the **EMBASSY OF THE REPUBLIC OF THE PHILIPPINES** in Seoul ("Embassy"), with its office at 80 Hoenamu-ro, Yongsan-gu, Seoul 04346, represented by Ambassador Maria Theresa B. Dizon-De Vega, and **COOKING STUDIO** ("Caterer"), with its office at Shingang Building, 101, 46 Myeonmok-ro 7-gil, Seoul, represented by Mr. Na Deun-Sol.

I. Objective

The Embassy agrees to hire the Caterer for an official event of the United Nations Command (UNC) hosted by the Embassy. Event details are as follows:

- a. *Event Title* : **UNC Ambassadors Roundtable Meeting**
- b. *Address* : **Sentro Rizal, 2F Philippine Embassy**
- c. *Date* : **22 January 2025 (Wednesday)**

II. Scope of Work

The Caterer shall provide the following services:

- a. Provision of hot coffee in the dispenser, good for 40 persons
- b. Prepare thirty (30) pre-packed snack boxes and a snack buffet for 40 persons. The contents of the pre-packed snack boxes and buffet shall be the Embassy's approved menu (*please refer to Section IV. Menu*).

III. Attendees

The Caterer agrees to provide Services for an estimated minimum of seventy (70) people at the event. If the number of attendees should increase, KRW 9,000 per person shall be added to the total contract price after the event.

IV. Menu

The Caterer, as approved by the Embassy, shall provide the following during the event:

- a. Food
 - 1. Ciabatta Sandwiches
 - 2. Mini Egg Tarts
 - 3. Brownies
- b. Beverage
 - 1. Hot Coffee (good for 40 persons only)

V. Food and Drink Services

The Caterer agrees to deliver the items on the menu through the following:

- a. Pre-packed snack (in individually packed paper box container) – good for 30 persons
- b. Snack Buffet (in disposable party trays) – good for 40 persons

I. Indemnification and Hold Harmless

After thorough investigation and determination that food and drinks served by the Caterer caused the foodborne illness, the Caterer agrees to indemnify and hold the Embassy from any claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result in the Caterer’s negligence in the preparation or delivery of food and drinks served under this Contract and to reimburse them for any such expenses incurred.

II. Terms of Payment

The Embassy shall pay the Caterer **Seven Hundred Fifty Thousand Korean Won (KRW 750,000)** for professional catering services for the buffet lunch during the event on 22 January 2025. However, the contract price may increase if the number of attendees increases (*provisions included in “Section IV: Attendees” for the cost per person*). The payment shall be deposited to the Caterer’s bank account within seven (7) working days from the fulfillment of the Contract.

The bank account details of the Supplier are as follows:

- a. *Bank Name* : **Hana Bank**
- b. *Account Name* : **Na Don Sol**
- c. *Account Number* : **04-910452**

III. Miscellaneous

The Embassy and the Caterer agree to the following:

- a. *No Employer-Employee Relationship*. Nothing in the contract is intended or deemed to create any employment, partnership, agency, or joint venture between the parties.
- b. *Additional Services*. Any additional services (“Additional Services”) must be requested by either Party in writing and subject to the availability of suppliers and contractors in Seoul, South Korea.
- c. *Government Auditing Rules and Regulations*. This contract shall be covered by the relevant accounting and auditing rules of the Government of the Republic of the Philippines.

I. Severability

Should any provision of this contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this contract shall be unaffected thereby

and shall continue to be valid and enforceable.

II. Settlement of Disputes

Parties shall exert their best efforts to amicably settle any dispute, controversy, or claim arising from the contract or its breach, termination, or invalidity thereof.

III. Observation of Laws

In performing the contract, both Parties shall comply with the provisions of the relevant laws and regulations of the Republic of Korea and the Republic of the Philippines.

IV. Immunity

Nothing in the contract shall be construed as a waiver by the Embassy of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.

V. Entire Contract

This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

21 JANUARY 2025

[EMBASSY]

[CATERER]



MARIA THERESA B. DIZON-DE VEGA
Ambassador
Embassy of the Republic of the Philippines


NA DEUN-SOL
CEO
Cooking Studio