



Inclusions:
 Individually Packed Heavy Snack Meals (1 pasta, 1 sandwich & 1 dessert. Menu will be on Chef's Discretion)
 Bottled Water
 Canned Soda
 Two (2) Inaugural Flower Arrangement with Standee and Ribbon
 Delivery Fee

TOTAL CATERING REVENUE: PHP 57,924.37+++ or PHP 72,000.00 nett based on 60 persons

Quotation does not include a service charge of 10% then applicable local taxes, unless specified as nett. All food and beverage served in the Hotel must be purchased from the Hotel.

IV. PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
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Send Bill Arrangement (kindly provide Letter of Guarantee, Certificate of Availability of Funds , Notice of Award or Notice to Proceed – whichever is applicable)

For your convenience, below are our Bank Account Details:

BENEFICIARY NAME	: Sheraton Manila Bay
BENEFICIARY BUSINESS ADDRESS	: Adriatico corner Malvar Streets, Malate, Manila Philippines 1004
BANK NAME	: The Metropolitan Bank & Trust Company
BANK ADDRESS	: Soler Street, Manila
ACCOUNT NO. - Php (Peso)	: 0263026313237
ACCOUNT NO. - \$ (US)	: 0262026014047
SWIFT CODE	: M B T C P H M M

For Direct Billing, this method of payment of the Master Account will be established upon approval of **Department of Justice - IACAT** credit. If credit is approved, the outstanding balance of **Department of Justice - IACAT** Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice. A Letter of Authorization (LOA) or Purchase Order is required stating specific charges to be shouldered by your company with your authorized signatories.

Department of Justice - IACAT will raise any disputed charge(s) within 5 days after receipt of the invoice. The Hotel will work with **Department of Justice - IACAT** in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within fifteen (15) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

V. CANCELLATION – F&B Events Only

Department of Justice - IACAT agrees that it will provide a Minimum Banquet Food and Beverage Revenue of Php 57,924.37+++ (exclusive of service charge then applicable local taxes) for the Event.

In the event of a group cancellation occurring from the Date of this Agreement to four (4) business days prior to the Event(s), liquidated damages in the amount of forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation within three (3) business days of the Event(s), liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

VI. IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of



written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

VII. COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and **Department of Justice - IACAT** agree to cooperate with each other to ensure compliance with such laws.

VIII. CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or **Department of Justice - IACAT** will not be considered agreed to or binding on the other unless such modifications have been initiated or otherwise approved in writing by the other.

IX. LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

X. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference. To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

XI. PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and



organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Department of Justice - IACAT will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

XII. MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and [ORGANIZATION'S NAME] has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) certifies that she/he is qualified to participate in the Rewarding Events program for the Event.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

XIII. ACCEPTANCE

When presented by the Hotel to **Department of Justice - IACAT**, this document is an invitation by the Hotel to **Department of Justice - IACAT** to make an offer. Upon signature by **Department of Justice - IACAT**, this document will be an offer by **Department of Justice - IACAT**. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies **Department of Justice - IACAT** at any time prior to **Department of Justice - IACAT** execution of this document, the outlined format and dates will be held by the Hotel for **Department of Justice - IACAT** on a first-option basis until **December 15, 2020**. If **Department of Justice** cannot make a commitment prior to that date, this invitation to offer will revert to a second-



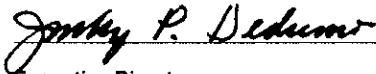
option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, **Department of Justice - IACAT** and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.


XIV. ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (■) at the end of the line marked "Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)." This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

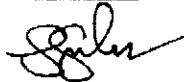
Approved and authorized by **Department of Justice – IACAT**:

Name: SASP Jinky Dedumo
 Signature: 
 Title: Executive Director
 Date: 12/15/2020
 Electronic Signature

Approved and authorized by Hotel:

Name: Bianca Diaz
 Signature: 
 Title: Sales Executive – Event Booking Center
 Date: December 15, 2020
 Electronic Signature

Approved and authorized by Hotel:

Name: Juvy Agudon
 Signature: 
 Title: Director of Sales and Marketing
 Date: December 14, 2020
 Electronic Signature



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 Malate, Manila
 Metro Manila, 1004 Philippines
 T 632 5318 0788
 www.sheratonmanilabay.com

**FOOD WAIVER AND INDEMNIFICATION AGREEMENT
(PATRON) - (Food Take-out)**

Sheraton Manila Bay
(Hotel Name and Unit Number)

HOTEL POLICY

It is the policy of this Hotel to discourage Hotel patrons from removing food from the Hotel as improper handling of food may lead to food poisoning and other health hazards. However, in the event that a patron wants to remove food from the Hotel, the Hotel may allow such activity only if such patron acknowledges, by its signature below, its agreement to accept responsibility and abide by the terms set forth in this Agreement.

WAIVER

The undersigned patron ("Patron") agrees to waive any claim for damages of any nature whatsoever and to release the Hotel, the Hotel owner, the Hotel Manager, Marriott International, Inc. and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from any liability or responsibility whatsoever for any ill-effect, injury, or loss incurred by Patron or any third party including, but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the removal of food from the Hotel.

INDEMNIFICATION

Patron agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel Manager, Marriott International, Inc., and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with the removal of food from the Hotel.

PATRON'S ACKNOWLEDGMENT

Patron's signature below indicates that Patron has read and understood this Agreement and agrees to its contents. Patron also acknowledges that the person signing on behalf of Patron is authorized to bind Patron to the terms of this Agreement.

PATRON:

By: _____

Name: Jinky P. Dedumo 

Title: Executive Director

Organization: Department of Justice-IACAT

Dated: December 15, 2020