MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”), is executed this ___ of ___________, in the City of Quezon, by and between:

The DEPARTMENT OF EDUCATION, an Agency of the national government of the Republic of the Philippines, created by virtue of Batas Pambansa (B.P.) No. 232 “The Education Act of 1982” as amended by Republic Act (R.A.) No. 9155 otherwise known as “Governance of Basic Education Act of 2001”, with principal office address at DepEd Complex, Meralco Ave., Pasig City, Metro Manila, represented by its Secretary, BR. ARMIN A. LUISTRO FSC, herein referred to as “DepEd”;

-AND-

UNITED ARCHITECTS OF THE PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal business address at Scout Rallos, Quezon City, represented herein by its National President, ARCH. RAMON S. MENDOZA, and hereinafter referred to as the “UAP”.

WITNESSETH THAT:

WHEREAS, the mission of DEPED is to provide quality basic education that is equitably accessible to all and lay the foundation for life-long learning and service for the common good.

WHEREAS, that among the strategic action plans of DEPED to achieve this mission, is through the effective and efficient delivery of quality educational facilities; improve building design for schools and explore the use of modern technology in the advancement of school building construction and other school facilities;

WHEREAS, quality educational facilities is defined as the functional and safe physical facilities that include buildings and sites of an educational complex that are conducive to learning especially among the children.

WHEREAS, the various elementary and high schools of the DepED in many parts of the country are in need of well-studied master site and physical plans for reference on their future expansions and rehabilitations.

WHEREAS, by virtue of Republic Act (RA) 9266, otherwise known as the Architecture Act of 2004, the UAP is the only integrated and accredited professional organization of architects as recognized by the Professional Regulation Commission (PRC).

WHEREAS, based on the IRR of RA 9266, section 4, among the scope of practice of the architect is the site and physical planning of a building or group of buildings in accordance with the principles of utility, strength and beauty.

WHEREAS, among the advocacies of the current administration of UAP is to strengthen its ties with the National and Local Government Units through its various service oriented projects in collaboration with the different national and local government agencies.

WHEREAS, UAP signified its intention to assist the DepED in implementing an assessment and evaluation program for the improvement of the existing school sites, school building conditions in terms of materials used, building age, building character and design considerations and planning for future development and improvement of public elementary and high school campuses nationwide.

WHEREAS, DepED accepted the proposition and signified its willingness to partner with UAP in furtherance of its objectives;
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

I. DUTIES AND OBLIGATIONS OF THE PARTIES

1. Department of Education (DepED)

1.1 DepED shall provide a directive for the conduct of a "phased" nationwide assessment and evaluation of the existing school sites and facilities of public schools nationwide to be undertaken by the UAP, the initial phase for the project implementation shall focus on four (4) Pilot Model Category pre-identified by the Department with an initial focus on the following (1) all stand-alone elementary schools, (1) all stand-alone high school (1) elementary schools sharing sites with high schools and (1) multi-grade school. (Annex “A” – Matrix for the “by-phase” conduct of assessment with the list of public schools identified in the Geographical Information System-School Profiling System (GIS SPS) by DepED-PFSED;)

1.2 DepED shall provide UAP with all existing physical facilities guidelines, memorandum orders and other issuances in relation with the physical planning and building construction of public schools;

1.3 DepED shall provide all related data and documents required for the conduct of the evaluation program such as standard and approved plans, cost estimates, technical specifications, etc.;

1.4 DepED shall orient and inform UAP on the existing references and memoranda that may affect the implementation of the program;

1.5 DepED shall provide safe and full access to the UAP members to the public school premises prior to the effective and smooth conduct of pertinent activities (Annex “B”: Terms of Reference of Assessor/evaluator) for the completion of the said program;

1.6 DepED shall review and approved recommended outputs of the program per category (Annex “C”: Pilot Model Category classified by DepED) prior to production of final outputs; and the adoption, utilization and/or implementation of each pilot model to all public schools nationwide;

1.7 DepED shall shoulder the cost (Annex “D”: Matrix of Operational Expenses) for travel expenses for the conduct of the assessment and evaluation of both UAP and DepED technical staff and production of recommended and approved final plans to be charged against the Engineering and Administrative Overhead (EAO) of the School Building Program (BEFF) through the Physical Facilities and Schools Engineering Division (PFSED) prior to the implementation of the program.

2. United Architects of the Philippines (UAP)

2.1 UAP, in close coordination with DepED, shall formulate the evaluation and assessment framework, including the guidelines and mechanics for the implementation of the program;

2.2 Upon completion of the evaluation model to serve as template for the nationwide activity, UAP shall assist DepED in the information disseminations of the program prior to its implementations to various/selected schools for pilot testing;

2.3 UAP, in close coordination with DepED, shall conduct a pilot testing for the evaluation model based on the agreed and approved guidelines in any of the four (4) Regional Areas of the UAP or where it is most needed or recommended;
2.4 UAP shall mobilize its one hundred seventeen (117) chapters to assist the DepED on the conduct of school sites assessment and evaluation and further provide technical expertise on the preparation of the master site plans of schools;

2.5 UAP shall review the existing physical facilities guidelines and manuals for public schools and shall provide recommendations to further enhance the master site planning, safety and hazard plan, and building massing, which could be used by DepED in its future educational facilities programs and projects;

2.6 UAP, assisted by DepED in the final preparation of the evaluation model/plans, shall provide the DepED with the following outputs, which shall form part of the DepED’s archival data: (1) Manual of Evaluation to include evaluation and assessment framework, including the guidelines and mechanics for the implementation of the program; (2) Current Site Plan per school evaluated; (3) Proposed Site Plan per school evaluated to serve as guide for future expansion and rehabilitation;

2.7 UAP shall conduct and facilitate trainings of trainees for DepED personnel on the succeeding assessment and evaluation activities for other ancillary structures or other school facilities;

2.8 UAP shall consider this undertaking as a continuous commitment to the DepED.

3. Technical Working Group (TWG)

The parties commit to organize a Technical Working Group (TWG) to do the following: monitor the development and implementation of the Program; regularly coordinate with each other to discuss issues and concerns and resolve matters that may arise on the course of the implementation.

II. TERM OF AGREEMENT

This Agreement shall become effective upon signing hereof and continue to be effective for one (1) year unless sooner terminated by either party upon thirty (30) days prior written notice.

III. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to constitute an agency, partnership or joint venture between the parties. It is understood and agreed that there is no employer-employee relationship between DepED and UAP, and any of the other party’s employees and/or personnel. Each party shall have the exclusive right to hire and fire its own employees and/or personnel, exercise general supervision as to the time, manner and method of performance of work by its own employees and/or personnel who shall not hold themselves out as being employed by the other party, either directly or indirectly.

IV. GENERAL PROVISIONS

1. This Agreement constitutes the entire understanding between the parties hereto and supplants or supersedes all prior contracts or arrangements, if any.

2. No amendments, revisions or additions to this Agreement shall be valid and binding upon the parties hereto unless reduced in writing and duly signed by the parties.

3. The parties shall endeavor to amicably settle disputes that may arise from this Agreement.

4. Neither party may assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party.
5. If the whole or any part of any clause(s) of this Agreement is or becomes invalid for any reason, that invalidity shall not affect the validity of any other provision.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement.

DEPARTMENT OF EDUCATION  
By

BR. ARMIN A. LUISTRO FSC  
Secretary

UNITED ARCHITECTS OF THE PHILIPPINES, INC.  
By

ARCH. RAMON S. MENDOZA, fuap  
National President

SIGNED IN THE PRESENCE OF:

ENGR. OLIVER R. HERNANDEZ  
Chief, PFSED-OPS  
Department of Education

ARCH. REY S. GABITAN  
UAP Secretary General  
United Architects of the Philippines, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )

S.S. )

BEFORE ME, a Notary Public in and for personally appeared:

<table>
<thead>
<tr>
<th>Name</th>
<th>Details</th>
<th>Date/Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>BR. ARMIN A. LUISTRO FSC</td>
<td>Passport No. DP00071934</td>
<td>03-03-10/Manila</td>
</tr>
<tr>
<td>RAMON S. MENDOZA, fuap</td>
<td>Passport No. F72507400</td>
<td>06-27-11/Manila</td>
</tr>
</tbody>
</table>

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their free and voluntary act and deed, as well as, the free and voluntary act and deed of the entities represented.

I further certify that the foregoing instrument relates to a Memorandum of Agreement executed by and between the United Architects of the Philippines, Inc. and the Department of Education and that it consists of _______ pages, including the page wherein the Acknowledgment is written.

WITNESS MY HAND AND SEAL on the place and date first above mentioned.

JUL 09 2012

NOTARY PUBLIC

Doc. No. 236  
Page No. 16  
Book No. 142  
Series of 7A12
# ANNEX A

## CLASSIFICATIONS/CATEGORY

<table>
<thead>
<tr>
<th>MODEL CATEGORY</th>
<th>SITE CONDITION</th>
<th>COMMON SCHOOL BUILDING DESIGN</th>
<th>DESIGN FACTOR CONSIDERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COASTAL LOCATION/ISLAND AREAS</td>
<td>Salinity</td>
<td>- Use of proper materials such as none corrosive roofing materials for sites affected by sea air&lt;br&gt;- Landscaping (trees) were planted&lt;br&gt;- Use of smaller size of windows&lt;br&gt;- Used fixed/movable louver windows as wind breaker&lt;br&gt;- Elevate buildings for maximum drying of surfaces</td>
<td>Topographic factor&lt;br&gt;Availability of construction materials&lt;br&gt;Site condition</td>
</tr>
<tr>
<td></td>
<td>Strong Winds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Humidity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UPLAND AREAS</td>
<td>Rough Topography</td>
<td>- Building on stilts to save site preparation cost&lt;br&gt;- Use light weight materials such as hard wood for constructions&lt;br&gt;- Use of smaller windows</td>
<td>Topographic location&lt;br&gt;Hauling Cost</td>
</tr>
<tr>
<td></td>
<td>Steep Elevation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOWLAND (Rural and Urban Setting)</td>
<td>Heat</td>
<td>- Use of wider windows&lt;br&gt;- High ceiling&lt;br&gt;- Use of overhang&lt;br&gt;- Provisions of fixed/movable louvers</td>
<td>Air circulation to dehumidify the air</td>
</tr>
<tr>
<td></td>
<td>Humidity</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX B:

TERMS OF REFERENCE

For the availment of technical assistance from the United Architects of the Philippines in the conduct of a Site and Buildings Assessment and Evaluation Program (SBAEP) of the DepED for the improvement of the existing school sites and school buildings of public elementary and high school campuses nationwide for the year 2012.

I. BACKGROUND

The Department of Education is the national government agency tasked to provide quality basic education that is equitably accessible to all and to lay the foundation for lifelong learning and service for the common good.

Among the specific guidelines for the effective and efficient delivery of quality educational facilities is to improve building design for schools; and, explore the use of modern technology in the advancement of school building construction and other school facilities to ensure that the buildings and sites are functional and safe and are conducive to learning especially among the children.

The DepED acknowledged that many of its elementary and high schools around the country are in need of a well studied master site and physical plans to serve as reference for future expansions and rehabilitations.

II. RATIONALE

It is the target of the DepED under the Aquino Education agenda to address the persistent classroom and teacher shortage.

The 2012 SBAEP of DepED nationwide need to be completed by December 31, 2012 to pave the way for the improvement of the Site and Buildings to contribute to the upgrading of the safety and comfort of the learning environment of the public elementary and high schools.

The implementation of the 2012 SBAEP involve four main stages: (1) Preparation of Site and Building analysis and evaluation framework; (2) Conduct of Existing Site and structure inventory; (3) Conduct of analysis and evaluation of existing conditions of sites and buildings; and (4) Provision of Recommendations and solutions for future development and improvement.

In view of the pivotal roles of the architects in the SBAEP implementation and the fact that there is a lack of human resource in the DepED for architects to fulfill such roles in a timely and efficient manner, the DepED, has agreed to enter into a memorandum of understanding with the United Architects of the Philippines for a period of one (1) year to implement the SBAEP project, and to sub allot funds to the said project for the purpose.

III. SPECIFIC OBJECTIVES

To provide additional technical manpower in order to:

1. Assist the DepED in the successful implementation of its SBAEP at its initial stage by developing guidelines for development based on agreed prototypes;

2. Evaluate identified existing sites and prepare site development strategies based on projected needs; and

3. Strengthen and regularize the monitoring of these projects to ensure their completion within the targeted time frame.
IV. SPECIFIC TASKS

1.8 Department of Education (DepED)

a. DepED shall provide a directive for the conduct of a "phased" nationwide assessment and evaluation of the existing school sites and facilities of public schools nationwide to be undertaken by the UAP. The initial phase for the project implementation shall focus on four (4) Pilot Model Category pre-identified by the Department with an initial focus on the following (1) all stand-alone elementary schools, (1) all stand-alone high school (1) elementary schools sharing sites with high schools and (1) multi-grade school. (Annex "A" - Matrix for the "by-phase" conduct of assessment with the list of public schools identified in the Geographical Information System-School Profiling System (GIS SPS) by DepED-PFSED)

b. DepED shall provide UAP with all existing physical facilities guidelines, memorandum orders and other issuances in relation with the physical planning and building construction of public schools;

c. DepED shall provide all related data and documents required for the conduct of the evaluation program such as standard and approved plans, cost estimates, technical specifications, etc.;

d. DepED shall orient and inform UAP on the existing references and memoranda that may affect the implementation of the program;

e. DepED shall provide safe and full access to the UAP members to the public school premises prior to the effective and smooth conduct of pertinent activities (Annex B: Terms of Reference of Assessor/evaluator) for the completion of the said program;

f. DepED shall review and approved recommended outputs of the program per category (Annex C: Pilot Model Category classified by DepED) prior to production of final outputs; and the adoption, utilization and/or implementation of each pilot model to all public schools nationwide;

g. DepED shall shoulder the cost (Annex "D": Matrix o Operational Expenses) for travel expenses for the conduct of the assessment and evaluation of both UAP and DepED technical staff and production of recommended and approved final plans to be charged against the Engineering and Administrative Overhead (EAO) of the School Building Program (BEFF) through the Physical Facilities and Schools Engineering Division (PFSED) prior to the implementation of the program.

2.0 United Architects of the Philippines (UAP)

a. UAP, in close coordination with DepED, shall formulate the evaluation and assessment framework, including the guidelines and mechanics for the implementation of the program;

b. Upon completion of the evaluation model to serve as template for the nationwide activity, UAP shall assist DepED in the information disseminations of the program prior to its implementations to various/selected schools for pilot testing;

c. UAP, in close coordination with DepED, shall conduct a pilot testing for the evaluation model based on the agreed and approved guidelines in any of the four (4) Regional Areas of the UAP or where it is most needed or recommended;
d. UAP shall mobilize its one hundred seventeen (117) local chapters to assist the DepED on the conduct of school sites assessment and evaluation and further provide technical expertise on the preparation of the master site plans of schools;

e. UAP shall review the existing physical facilities guidelines and manuals for public schools and shall provide recommendations to further enhance the master site planning, safety and hazard plan, and building massing, which could be used by DepED in its future educational facilities programs and projects;

f. UAP, assisted by DepED in the final preparation of the evaluation model/plans, shall provide the DepED with the following outputs, which shall form part of the DepED’s archival data: (1) Manual of Evaluation to include evaluation and assessment framework, including the guidelines and mechanics for the implementation of the program; (2) Current Site Plan per school evaluated; (3) Proposed Site Plan per school evaluated to serve as guide for future expansion and rehabilitation;

g. UAP shall conduct and facilitate trainings of trainors for DepED personnel on the succeeding assessment and evaluation activities for other ancillary structures or other school facilities;

h. UAP shall consider this undertaking as a continuous commitment to the DepED.

V. EXPECTED OUTPUTS:

a. Manual of Evaluation to include evaluation and assessment framework, including the guidelines and mechanics for the implementation of the program.

b. As-Built Site Plans for four (4) pilot schools, one each for the four regional areas of UAP, namely: Area A (North of Pasig River and Northern Luzon); Area B (South of Pasig River and Southern Luzon); Area C (the whole of Visayas); Area D (the whole of Mindanao)

c. Proposed Site Plan for the four selected schools under item V.b to serve as guide for future expansion and rehabilitation

VII. SCHEDULE OF WORK AND TIME FRAME

The SBAEP will be test implemented for a period of one (1) year commencing on January 1, 2012 to December 31, 2012.

VIII. Reimbursement of Operational and other Incidental Expenses

The cost of expenditures, operational and miscellaneous other incidental expenses shall be charged against the Engineering and Administrative Overhead of DepED School Building Program on the following basis: upon the commencement of actual conduct of the site assessment and evaluation (Activity proper) and submission of the required output. (Annex D: Matrix of Expenditures and Misc).
**ANNEX C**

**MATRIX FOR THE ASSESSMENT FOR PHASE-1**

<table>
<thead>
<tr>
<th>CATEGORtY</th>
<th>MODEL/CATEGORY</th>
<th>ELEMENTARY</th>
<th>SECONDARY</th>
<th>INTEGRATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public schools with accomplished GIS-SPS and GPS Coordinates</td>
<td>ISLAND COASTAL</td>
<td>ENCODED PROFILE</td>
<td>20,044</td>
<td>2,723</td>
</tr>
<tr>
<td></td>
<td>RURAL</td>
<td></td>
<td>16,659</td>
<td>2,043</td>
</tr>
<tr>
<td></td>
<td>UPLAND</td>
<td>GPS COORDINATES</td>
<td>11,622</td>
<td>2,034</td>
</tr>
<tr>
<td></td>
<td>LOW LAND URBAN</td>
<td>EASTERN SEABOARD</td>
<td>2,067</td>
<td>279</td>
</tr>
<tr>
<td></td>
<td>LOW LAND RURAL</td>
<td>UPLAND AREA</td>
<td>9,028</td>
<td>1,375</td>
</tr>
<tr>
<td></td>
<td>EASTERN SCHOOLS</td>
<td>SEABOARD ISLAND AREA</td>
<td>72</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>INTEGRATED/COMBINED SCHOOLS (ES/SS)</td>
<td>URBAN AREA</td>
<td>3,385</td>
<td>680</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UAP Regional Area</th>
<th>Model Category</th>
<th>Pilot Regions</th>
<th>Pilot Divisions</th>
<th>Pilot Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area A (North of Pasig River and Northern Luzon)</td>
<td>UPLAND</td>
<td>CAR</td>
<td>Benguet</td>
<td>Taba-ao ES or Kapangan Central NHS</td>
</tr>
<tr>
<td></td>
<td>EASTERN SEABOARD/COASTAL</td>
<td>V</td>
<td>Camarines Sur</td>
<td>Pasacao CES or Tambo NHS</td>
</tr>
<tr>
<td>Area C (entire Visayas)</td>
<td>INTEGRATED/COMBINED SCHOOLS</td>
<td>VI</td>
<td>Bacolod City</td>
<td>MG Medalla Integrated School or Aguinaldo T. Repieda Sr. IS</td>
</tr>
<tr>
<td>Area D (entire Mindanao)</td>
<td>URBAN</td>
<td>XI</td>
<td>Cebu City</td>
<td>Tisa HS or Daniel R. Aguinaldo NHS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cavao City</td>
<td></td>
</tr>
</tbody>
</table>

**ANNEX D:**

Matrix of Expenditures and Misc.

<table>
<thead>
<tr>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drafting/ Auto CAAdd Drafting</td>
</tr>
<tr>
<td>Transportation Travel Allowance</td>
</tr>
<tr>
<td>Write-up report, Misc and other incidental</td>
</tr>
</tbody>
</table>