MEMORANDUM OF UNDERSTANDING
(On the Collaborative Project for the Rehabilitation of Pasig River)

This Memorandum of Understanding (the “MOU”), is executed this ___ day of _____, 2011, in Quezon City, by and between:

PASIG RIVER REHABILITATION COMMISSION, with office address at 5th Floor, Triumph Building 1610 Quezon Avenue, Quezon City represented herein by Hon. Regina Paz L. Lopez, Chairperson, and hereinafter referred to as “PRRC”;

- 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 Pasig River Rehabilitation Council (PRRC) is mandated to improve the water quality of the Pasig River to “Class C” Level conducive to fishery and aquatic resources, secondary recreation like boating, as well as irrigation and water supply for the industry after undergoing treatment;

WHEREAS, one of the major projects geared to improve the water quality of Pasig River is the rehabilitation of the forty eight (48) esteros which dump water and waste into the river;

WHEREAS, this year, the PRRC plans to rehabilitate five (5) esteros along the Malacañang Area. These are Estero de San Miguel, Aviles, Uli-Uli, Quiapo and San Sebastian;

WHEREAS, the immediate goal is relocate the informal settlers occupying the three (3)-meter easement of the estero either to in-city or out-city housing settlements;

WHEREAS, the PRRC have identified three (3) possible sites for the housing project – the (1) Department of Finance (DOF) Property and (2) two GSIS Properties;

WHEREAS, the United Architects of the Philippines (UAP), the Integrated and Accredited Professional Organization of Architects, is an organization which advocates the establishment of better communities through green and sustainable design;

WHEREAS, the PRRC has tapped the UAP to provide free professional services for the design of the medium-rise buildings for the In-City Housing Project along Estero de San Miguel;

WHEREAS, the UAP is capable and, as part of its socio-civic involvement, has agreed to provide the said professional services to the PRRC free of charge;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:
I. COMMITMENT OF THE PARTIES

The PARTIES agree on the following general objectives:

1. Commitment to the successful implementation of each other’s objectives and agree to work together to achieve outcomes consistent with the purpose of this MOU;

2. Undertaking of specific work and operational plans to fulfill the purpose of this MOU and their respective mandates;

To facilitate this collaboration, the PARTIES agree to jointly promote their participation in this initiative, by fulfilling the undertakings specified below.

A. The Pasig River Rehabilitation Commission shall:

1. Identify the proposed resettlement sites and other areas for planning and design;

2. Provide all the necessary information for the successful implementation of the project;

3. Promptly supply all necessary site data needed in design such as lot boundaries, topographic maps, existing utility services, socio-economic data of target beneficiaries, among others;

4. Promptly inform the UAP of any developments that may affect the formulation of design solutions such as target cost of each unit, floor area requirements and others;

5. Tap other professional services needed for the full implementation of the project like, structural, mechanical, electrical and sanitary design services including but not limited to soil boring test, geophysical study and such other related services that may be needed by the project;

6. Acknowledge the UAP as the owner of the designs in all types of media promotions pertaining to the project;

7. Provide UAP with one (1) set of complete final detail designs which include engineering designs or complete contract documents;

8. Shoulder the cost of printing of additional copies of presentation and working drawings and other operational costs that may be incurred for the project as shown in Annex “A”;

9. Ask permission from UAP for the use of the designs in other projects or sites not indicated in this Understanding; and

10. Engage the services of a professional model maker recommended by UAP if there is a need for a miniature model of the project for exhibition purposes.

B. The United Architects of the Philippines shall:

1. Create a task force and technical working group that will develop and coordinate the design solutions to the project;

2. Provide free professional architectural services for the project;

3. Assign an office space for the working group to complete the requirements to be used within the target timeframe of the project;
4. Develop sustainable and green strategies to develop the identified relocation sites within the vicinity of the esteros;

5. Provide an appropriate conceptual design for the proposed medium-rise residential structures and other facilities needed for the development;

6. Prepare the architectural working drawings of the structures to be built for the proposed community;

7. Provide additional concepts to develop the estero embankments into "green zones";

8. Provide one (1) set of printed copies of drawings and e-file to PRRC for documentation.

9. Be the owner of the designs as stipulated under RA 9266 "The Architecture Act of 2004" and the "Intellectual Property Rights Act"; and

10. Provide linkages to other professional groups which PRRC can tap to assist in the preparation of the working drawings.

II. MISCELLANEOUS PROVISIONS

1. Non-Waiver. The failure of either party to enforce any provision of this Understanding shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

2. Force Majeure. In the event of non-fulfillment of the contract terms and conditions by reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the PRRC nor the UAP shall be held responsible for any loss or consequential loss.

3. Indemnity. The Parties hereby agree, where allowed under pertinent and relevant legislation to their respective agencies, jointly and severally, to indemnify their representatives, administrators and properties from and against all actions, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

4. Collaboration Understanding. - For the avoidance of doubt, the PRRC and UAP confirm that this MOU is intended to set out the terms of a collaborative arrangement between them for the specific and limited purposes explicitly set forth herein and that such arrangement does not constitute a partnership or joint venture between them, and neither party shall have the right legally to represent or bind the other for any purpose.

5. Severability. If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

6. Assignment. No party may assign any right or obligation under this MOU, or any contract supplementary hereto, to a third party, without the prior written consent of the other party. The provisions of this MOU shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns.

7. Amendment to the MOU. The responsibilities of the PRRC and the UAP
have been outlined in this MOU. However, if during the implementation of the agreement, circumstances shall arise which call for alteration or modifications of this MOU, then these shall be mutually discussed and agreed upon in writing.

Specific details as to the implementation of each housing project shall be the subject of separate Memoranda of Agreement.

8. **Governing Law.** This MOU shall be construed under and governed by the laws of the Republic of the Philippines.

9. **Period of Validity.** This MOU shall be initially valid for one year from the date of signing of this MOU, and may be renewed subsequently under terms and conditions mutually consented to by both Parties, and set forth in writing.

10. **Alternative Dispute Resolution.** Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the Parties. In the event of any disagreement between PRRC and UAP as to their respective rights and obligations hereunder, the parties shall engage in good faith negotiations to resolve such disagreement, failing which such dispute shall be settled by alternative dispute resolution mechanisms in accordance with applicable government law, rules and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of __________, 2011 at Quezon City, Philippines.

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**PASIG RIVER REHABILITATION COMMISSION**

By:

REGINA PAZ L. LOPEZ
Chairperson

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**UNITED ARCHITECTS OF THE PHILIPPINES INC.**

By:

ARCH. RAMON S. MENDOZA
National President

Witnesses:
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) QUEZON CITY ) S.S. 3 AUG 2011

BEFORE ME, a Notary Public, for and in this day of January 2011, personally appeared the following:

Name............................................ Government-Issued Identification No.

REGINA PAZ L. LOPEZ

RAMON S. MENDOZA RIC 4323

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and that of the institution they respectively represent.

The foregoing instrument refers to a Memorandum of Understanding consisting of five (5) pages including this page whereon this Acknowledgment is written, signed by the parties and their instrumental witnesses on the left hand margin of each and every page thereof.

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

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ATTY. DOMINADOR D. CABUS
Notary Public until Dec. 31, 2011
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