MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding made and entered into by and between:

The QUEZON CITY GOVERNMENT, a local government unit organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Quezon City Hall, Elliptical Road, Diliman, Quezon City, represented in this act by its Mayor, HON. HERBERT M. BAUSTISTA, hereinafter referred to as “QC-LGU;”

and

The UNITED ARCHITECTS OF THE PHILIPPINES, INC., a nonstock, nonprofit, professional membership corporation, and existing under the laws of the Republic of the Philippines, with business address at UAP Bldg. #3 Scout Rallos Street, Diliman, Quezon City, represented by its National President, ARCH. RAMON S. MENDOZA, hereinafter referred to as “UAP;”

WITNESSETH:

WHEREAS, the Quezon City Local Government’s Mission is to provide quality service which will make Quezon City an ideal community where people live, work and do business in a hospitable, progressive and peaceful environment;

WHEREAS, the Quezon City Local Government’s Vision is to be a model of effective governance and responsible leadership, working in partnership with the citizenry in building a quality community;

WHEREAS, the housing and resettlement program of the QC-LGU is anchored on the primary objective of keeping the city’s constituents, especially its vulnerable poor population, safe from disaster;

WHEREAS, among the strategic action plans of the QC-LGU to achieve this objective is to develop housing facilities that are affordable, as well as safe, environmentally compliant, and promote the quality of life of the poorest sectors of the city;

WHEREAS, the UAP has, as its advocacy under the current administration, partnership with organizations that endeavor to mitigate the impact of climate change;
WHEREAS, to promote this advocacy, the UAP has launched a global competition for the design of dwelling units that are not only affordable to the poor, but also disaster-resilient;

WHEREAS, such advocacy aligns well with the overall housing and resettlement and disaster-risk mitigation thrusts of the QC-LGU;

WHEREAS, such alignment of advocacies has resulted in a partnership for the Project called, “Design Against the Elements,” a global competition for the design of disaster-risk resilient, affordable housing in an urban setting;

WHEREAS, the UAP has expressed interest in managing and implementing the Project, in line with its commitment to respond to the problem of adaptability in the climate-challenged developing world;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVEMENTIONED PREMISES, the parties hereto have mutually agreed to jointly undertake, execute and implement specific work streams to fulfill the purpose of this Agreement, hence:

1. The QC-LGU shall:
   a. Provide project funds in the amount of ONE MILLION SIX HUNDRED THOUSAND PESOS (Php 1,600,000.00), to the UAP as manager of this Project, which shall be used for such expenses as:
      i. Meeting expenses in the form of supplies, food, messengerial and other expenses;
      ii. Communication, organizational and administrative expenses;
      iii. Audio visual productions, mounting and exhibit expenses;
      iv. Honoraria and hotel accommodation for judges;
      v. Other expenses necessary for the implementation of the project.
   b. Provide the site on which the first construction of the award-winning design shall be built.
   c. Accept the UAP’s naming of the first-place winning design of the professional category 1, as the “House of San Miguel.”
   d. Provide the venue for the preliminary judging on December 9 - 11, 2010, and for the final judging on January 12 – 14, 2011.
   e. Endeavor to promote the competition.
   f. Cause the subsequent ratification of this Agreement by the Quezon City Council.
2. The UAP shall act as Project Manager, for which it shall:

a. Provide technical expertise, as specified by the Standard of Professional Practice UAP DOC. 209 – National Competition Code in Architecture, to undertake the project as follows:

i. Organize a working group that will manage and implement the activities of the project, based on the timetable specified in the competition terms of reference;

ii. Draft and finalize the competition brief and terms of reference, which will be called the "Competition Manual;"

iii. Provide office space, office equipment, office supplies, facilities, administration function and other forms of assistance that may be necessary for project implementation and marketing;

iv. Act as secretariat for the duration of the project;

v. Correspond and coordinate with participants for the duration of the competition;

vi. Be responsible for regular accounting of all project expenses, including submission of supporting documents for all expenditure;

vii. Publicly acknowledge the QC-LGU’s contribution to the Project and promote the QC-LGU’s advocacy and partnership through international and local media;

viii. Ensure the participation of the QC-LGU in all major activities of the project.

ix. Ensure that the first construction of the award-winning design is built on the site provided by the QC-LGU.

3. Project Timeframe and Other Conditions:

a. Both parties hereby agree to meet regularly to discuss the progress of the project, and to work together for the project’s success.

b. Any other matters and details not covered by this Memorandum of Understanding shall be subject to joint discussion and mutual agreement during subsequent project meetings.
c. The contributions of the QC-LGU shall be subject to requirements of government accounting rules and regulations.

d. This MOU will be binding to both parties for a period of one (1) year from the date it was signed.

e. The agreements contained herein shall not be modified without the mutual consent of the parties that are signatories to this agreement.

f. This MOU shall take effect immediately, upon the signing hereof, and shall remain in force and in effect for a period of one (1) year unless revoked, modified or amended accordingly.

WHEREOF, in view of the foregoing covenants, the parties hereto mutually bind themselves with the full responsibility to fulfill the stipulated conditions contained herein.

THE QUEZON CITY GOVERNMENT

By

HON. HERBERT M. BAUTISTA, mnsa
Mayor

HON. TADEO M. PALMA
Secretary to the Mayor

CDR. ALDRIN CUÑA, mnsa
Chief of Staff

UNIVERSITY OF TECHNOLOGY PHILIPPINES, INC.

By

ARCH. RAMON S. MENDOZA, fuap
National President

Witnesses:

ARCH. REY S. GABITAN, uap
UAP Secretary-General

MR. ILLAC DIAZ
Director, MyShelter Foundation

ARCH. PAOLO ABELITA, uap
Co-Chairperson
UAP Competition Committee

ARCH. MA/ESPERANZA VALENCIA, uap
Co-Chairperson
UAP Competition Committee
Republic of the Philippines 
Quezon City, Metro Manila ) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in Quezon City, Philippines, this ___ day of ______, 2010, personally appeared the following:

<table>
<thead>
<tr>
<th>NAME</th>
<th>CTC NO.</th>
<th>DATE/ PLACE ISSUED</th>
</tr>
</thead>
<tbody>
<tr>
<td>HON. HERBERT M. BAUTISTA</td>
<td>18263001</td>
<td>Jan. 6, 2010/ Quezon City</td>
</tr>
<tr>
<td>ARCH. RAMON S. MENDOZA</td>
<td>20378854</td>
<td>Jan. 5, 2010/ Marikina City</td>
</tr>
</tbody>
</table>

known to me and to me known to be the same person who executed the foregoing MEMORANDUM OF UNDERSTANDING and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of five (5) pages, including this page whereon the Acknowledgement is written, has been signed by the parties on each and every page thereto, and relates to this MEMORANDUM OF UNDERSTANDING.

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

[Signature]

ANTONIO A. MEGANO
NOTARY PUBLIC

UNTIL DEC. 31 2011

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Series of 2010.