MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement"), is executed this ___ of June 2012, in the City of Quezon, by and between:

EARTHQUAKES AND MEGACITIES INITIATIVE, INC., a non-stock, non-profit international organization, duly organized and existing under the laws of the Republic of the Philippines, with address at 2nd Floor, Puno Building Annex, 47 Kalayaan Avenue, Quezon City, Metro Manila, Philippines, represented herein by its Chairman and Executive Director, DR. ENG. FOUAD M. BENDIMERAD, hereinafter referred to as EMI;

-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 EMI is to advance the knowledge, policy and practice of urban disaster risk reduction;

WHEREAS, EMI is currently assisting the Department of Health (DOH) by conducting a capacity assessment of selected government and private tertiary hospitals in Luzon in terms of their structural, non-structural and functional preparedness for emergencies and disasters;

WHEREAS, the assessment of hospitals requires the evaluation of non-structural elements such as ceilings, doors and entrances, windows and shutters, walls, divisions and partitions, floor coverings, lifeline facilities, and HVAC systems.

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 are all works which relate to the scientific, aesthetic and orderly coordination of all works and branches of the work, systems and processes necessary for the production of a complete building or structure, whether for public or private use, in order to enhance or safeguard life, health and property and the promotion and enrichment of the quality of life, the architectural design of engineering structures or any part thereof;

WHEREAS, among the advocacies of the current administration of UAP is to promote service-oriented architecture in various fields, one of these being disaster risk reduction and climate change adaptation;
WHEREAS, EMI seeks the assistance of UAP in implementing the capacity assessment through the evaluation of the non-structural elements of the selected hospitals;

WHEREAS, UAP accepted the proposition and signified its willingness to partner with EMI 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. Earthquakes and Megacities Initiative (EMI)
   1.1 EMI, shall formulate the assessment framework and methodology, including the guidelines and mechanics for the implementation of the assessment;
   1.2 EMI shall conduct and facilitate orientation workshops for selected UAP personnel involved in the non-structural assessments to familiarize them with the scope and objectives of the project, and train them on the use of the field operations manual and assessment forms to be used in the inspections;
   1.3 EMI will shoulder the expenses for food, accommodations and transportation of a commonly agreed number of UAP personnel attending the 4 regional training workshops, within the limits of the project budget for this activity;
   1.4 EMI will develop the modality of the training, to be consulted with and agreed upon by UAP;
   1.5 EMI shall provide all relevant data, documents, and technical guidance required for the conduct of the inspections, and ensure the coherent integration of the methodology, findings and recommendations of the non-structural inspections with those of the two other assessment tracks (structural and functional);
   1.6 EMI shall coordinate the schedule of the non-structural inspections with those of the other inspection tracks, in consultation with the DOH-HEMS, DOH regional offices, and the selected hospitals;
   1.7 EMI shall orient and inform UAP on the existing references and memoranda that may affect the implementation of the program;
   1.8 EMI shall coordinate with the DOH and the target hospitals to ensure safe and full access by the UAP members to the hospital premises prior to the effective and smooth conduct of pertinent activities for the completion of the said program;
   1.9 EMI shall review and approve the outputs of the non-structural assessments to ensure consistency, quality and accuracy of the collected information;
   1.10 EMI shall pay UAP the total amount of Philippine Pesos ONE MILLION SEVEN HUNDRED FOURTY ONE THOUSAND TWO HUNDRED FIFTY(PhP 1,741,250.00), sub-divided into three tranches. The first tranche will be paid as indicated in the schedule below. The other two tranches are subject to EMI securing appropriate
funding for each of the tranches. EMI will inform UAP reasonably ahead of time on its funding situation and on its decision to pursue or not each of the subsequent two tranches. The payments include honoraria and reimbursement of official expenses of its members in the non-structural assessments of the target hospitals, upon acceptance of deliverables and payment by DOH.

2. **United Architects of the Philippines (UAP)**

2.1 **UAP** shall conduct the assessments of the non-structural elements in the selected hospitals and provide technical expertise on the analysis of the inspection findings under the supervision and guidance of EMI;

2.2 **UAP** shall identify members among its chapters in the 8 regions of Luzon with the expertise relevant to the evaluation of non-structural hospital elements and secure agreements with these members to conduct hospital inspections in their respective regions;

2.3 **UAP** shall coordinate closely with **EMI** in the formulation of the schedules of the training workshops and the actual assessments, and ensure that their members are aware of and will abide by the agreed upon schedules;

2.4 **UAP** shall ensure that their members collaborate and coordinate closely with the respective assessment team leaders and their co-inspectors from the two other tracks in the conduct of the actual inspections and all necessary pre- and post-inspection activities, and exercise flexibility in adjustments of the assessment team schedule due to unforeseen or local conditions;

2.5 **UAP** shall perform quality control of the outputs of its members and coordinate with **EMI** in monitoring the progress of the hospital assessments;

2.6 **UAP** shall bear responsibility for the performance of its members acting as non-structural inspectors and ensure cooperation and good working relationship with other team members such as the structural and functional inspectors;

2.7 **UAP** shall be responsible for the reimbursement of expenses of its members for their involvement in the non-structural assessments;

2.8 **UAP** shall be responsible for all applicable taxes required to be paid in relation to the reimbursement of expenses of its members for their involvement in the non-structural assessments;

2.9 **UAP** shall consider this undertaking as a continuous commitment to **EMI**, until successful completion of the project and acceptance by DOH-HEMS of the deliverables.

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. TERMS OF AGREEMENT

1. Effective Timeline and Termination

This Agreement shall become effective upon signing hereof and continue to be effective for twelve (12) months unless sooner terminated by either party upon thirty (30) days prior written notice.

2. Definition of Tranches

Both parties agree that, due to budget constraints and uncertainties, the project and payments will be undertaken in three tranches of equal payments of Philippine Pesos FIVE HUNDRED EIGHTY THOUSAND FOUR HUNDRED SIXTEEN and SIXTEEN Centavos (PhP 590,416.86) each made by EMI to UAP:

- Tranche No. 1: First 66 hospital sites to be inspected
- Tranche No. 2: Second set of 67 hospital sites to be inspected
- Tranche No. 3: Third and final set of 66 hospitals to be inspected.

The total number of hospital sites to be inspected is 199.

Tranche 1 will proceed at the time of signature of contract. EMI will provide UAP with "Authorization to Proceed" with following tranche a minimum of two weeks prior to the end of the prior tranche.

3. Payment Schedule

All three tranches will be paid according to the following schedule of payment:

20% of tranche fees or the equivalent of PhP 116,083.33 upon identification of non-structural inspectors and attendance by an agreed upon number of inspectors in the regional training workshops on or before one month after signature of contract or authorization to proceed with the tranche by EMI;

30% of total fees or the equivalent of PhP 174,124.99 upon completion of non-structural assessment of 25 of the target hospitals for each tranche;

30% of total fees or the equivalent of PhP 174,124.99 upon completion of non-structural assessment of additional 25 of the target hospitals for each tranche;

20% of total fees or the equivalent of PhP 116,083.33 upon completion of non-structural assessment of remaining 16 (or 17 for Tranche 2) of the target hospitals of each tranche.

The payments of the fees indicated above are subject to acceptance of deliverables by DOH and payment of project funds to EMI. This agreement between EMI and UAP is bound by the relevant provisions of the agreement between EMI and DOH.
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 EMI 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.

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<thead>
<tr>
<th>EARTHQUAKES AND MEGACITIES INITIATIVE, INC. (EMI)</th>
<th>UNITED ARCHITECTS OF THE PHILIPPINES, INC. (UAP)</th>
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<tr>
<td>By:</td>
<td>By:</td>
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<td>By Authority of the Chairman</td>
<td>ARCH. RAMON S. MENDOZA, fuap</td>
</tr>
<tr>
<td>ATTY. VIOLETA S. SEVA</td>
<td>National President</td>
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<tr>
<td>General Secretary and Treasurer</td>
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SIGNED IN THE PRESENCE OF:

Mr. Jose Mari O. Daclan
Technical Manager, EMI

Arch. Rey S. Gabitan, uap
UAP Secretary General

EMI-UAP MoA
June 15, 2012
Page 5
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  )

______________________) S.S.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>CTC. No.</th>
<th>Date/Place of Issue</th>
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<tbody>
<tr>
<td>VIOLETA S. SEVA</td>
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<tr>
<td>RAMON S. MENDEZ</td>
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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 Earthquakes and Megacities Initiative, Inc. and that it consists of four (4) pages, including the page wherein the Acknowledgment is written.

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

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2011.
Memorandum of Agreement
Earthquakes and Megacities Initiative and United Architects of the Philippines

Annex A:
TERMS OF REFERENCE

For the availment of technical assistance from the United Architects of the Philippines in the conduct of a capacity assessment of the non-structural elements of 199 government and private tertiary hospitals to evaluate their preparedness for emergencies and disasters.

I. BACKGROUND

In 2008, the Department of Health (DOH), through its Health Emergency Management Staff (HEMS), committed to support the Hospitals Safe from Disasters Campaign initiated by the UN International Strategy for Disaster Reduction (UNISDR) and the World Health Organization (WHO). The DOH started its first phase of support to the campaign through the conduct of a preliminary assessment of 25 government and private hospitals in Metro Manila to determine their capacity to respond to large-scale disasters such as earthquakes, as well as to identify areas where hospitals need improvement to ensure their continued delivery of health services during and after disasters.

The second phase of the DOH-HEMS involvement in the campaign, from 2009-2010, was marked by its collaboration with the National Center for Health Facility Development and the WHO for the development of different sets of assessment tools for the evaluation of the emergency and disaster preparedness of Level 1-4 hospitals.

Currently, the DOH is building upon the initiatives of the first two phases by continuing the assessment of hospitals in line with the objective of the UNISDR to have all health facilities assessed by 2012.

II. RATIONALE

The Department of Health, through its Health Emergency Management Staff, is undertaking a project to assess the structural, non-structural, and functional capacities of 199 Level 3 and 4 government and private hospitals in Luzon for emergency and disaster preparedness. The objectives of the project are: (1) to determine the emergency preparedness of the selected hospitals; (2) the identification of individual hospital’s gaps; (3) provision of a listing of priority hospitals for possible structural upgrading; (4) documentation of the hospitals’ initiatives and sound practices in disaster risk reduction (DRR), and (5) provision of recommendations to improve future assessments.

The DOH-HEMS has engaged the Earthquakes and Megacities Initiative (EMI) to assist the department in conducting the assessments. In accordance with the DOH’s expected timeline, EMI seeks to inspect the target hospitals within an originally planned six (6) month period from August 2012 to January 2013.

In view of the fact that its members have specialized skills necessary for the conduct of the non-structural hospital elements and the fact that there is a lack of available human resources in other organizations to fulfill such roles in a timely and efficient manner, EMI
seeks to enter into a memorandum of agreement with the United Architects of the Philippines for a period of 12 months to conduct the non-structural assessments, and to sub-allocate funds to the said project for the purpose.

III. SPECIFIC OBJECTIVE

To provide additional technical assistance in order to assist EMI in the successful implementation of the DOH capacity assessment of selected government and private tertiary hospitals in Luzon, particularly for the inspection of the hospitals' non-structural elements.

The UAP-EMI relationship is conceived on the premise of partnership, contribution to the common good, and advancement of professional knowledge and skills. Hence, both organizations commit to working closely and collaboratively to accomplish the project objectives.

IV. SPECIFIC TASKS

4. Earthquakes and Megacities Initiative (EMI)

4.1 EMI shall formulate the assessment framework and methodology, including the guidelines and mechanics for the implementation of the assessment;

4.2 EMI shall conduct and facilitate orientation workshops for selected UAP personnel involved in the non-structural assessments to familiarize them with the scope and objectives of the project, and train them on the use of the field operations manual and assessment forms to be used in the inspections;

4.3 EMI will shoulder the expenses for food, accommodations and transportation of a commonly agreed number of UAP personnel attending the 4 regional training workshops, within the limits of the project budget for this activity;

4.4 EMI will develop the modality of the training, to be consulted with and agreed upon by UAP;

4.5 EMI shall provide all relevant data, documents, and technical guidance required for the conduct of the inspections, and ensure the coherent integration of the methodology, findings and recommendations of the non-structural inspections with those of the two other assessment tracks (structural and functional);

4.6 EMI shall coordinate the schedule of the non-structural inspections with those of the other inspection tracks, in consultation with the DOH-HEMS, DOH regional offices, and the selected hospitals;

4.7 EMI shall orient and inform UAP on the existing references and memoranda that may affect the implementation of the program;
4.8 **EMI** shall coordinate with the DOH and the target hospitals to ensure safe and full access by the **UAP** members to the hospital premises prior to the effective and smooth conduct of pertinent activities for the completion of the said program;

4.9 **EMI** shall review and approve the outputs of the non-structural assessments to ensure consistency, quality and accuracy of the collected information;

4.10 **EMI** shall pay **UAP** the total amount of Philippine Pesos ONE MILLION SEVEN HUNDRED FOURTY ONE THOUSAND TWO HUNDRED FIFTY (PhP 1,741,250.00), sub-divided into three tranches. The first tranche will be paid as indicated in the schedule above. The other two tranches are subject to **EMI** securing appropriate funding for each of the tranches. **EMI** will inform **UAP** reasonably ahead of time on its funding situation and on its decision to pursue or not each of the subsequent two tranches. The payments include honoraria and reimbursement of official expenses of its members in the non-structural assessments of the target hospitals, upon acceptance of deliverables and payment by DOH.

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5.8 **UAP** shall be responsible for all applicable taxes required to be paid in relation to the reimbursement of expenses of its members for their involvement in the non-structural assessments;
5.9 UAP shall consider this undertaking as a continuous commitment to EMI, until successful completion of the project and acceptance by DOH-HEMS of the deliverables.

V. EXPECTED OUTPUTS:

a. List of qualified UAP members in each region/province participating in the non-structural assessments of the selected hospitals;
b. Attendance of UAP members in orientation workshops related to the non-structural assessments;
c. Weekly progress reports indicating the status of non-structural assessments in each region;
d. Weekly submission of results of the non-structural assessments and other related inspection documentation using the electronic forms to be provided by EMI;
e. Attendance at periodic coordination meetings with DOH and/or EMI.

VII. SCHEDULE OF WORK AND TIME FRAME

Although originally planned for a seven (7) month period from June to December 2012, for the purposes of this agreement, the selection of non-structural inspectors, orientation trainings and hospital assessments will be conducted over a period of twelve (12) months commencing on June, 2012 to May 31, 2013 to take into account possible delays due to unforeseen conditions.