



## MEMORANDUM OF AGREEMENT



### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "**Agreement**") is made and entered into by and between:

**METROBANK FOUNDATION INC.**, a non-stock and non-profit corporation, duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at the Metrobank Plaza, Sen. Gil Puyat Avenue, Makati City, represented herein by its President, Mr. Aniceto M. Sobrepeña, its Executive Director, Mr. Nicanor L. Torres, Jr., its Assistant Executive Director, and Ms. Irene D. Labitad, and hereinafter referred to as the "**FOUNDATION**";

-and-

**UNITED ARCHITECTS OF THE PHILIPPINES**, a bona fide professional organization of architects duly organized, existing and accredited under and by virtue of the laws of the Republic of the Philippines, with principal office at 53 Scout Rallos, Diliman, Quezon City, Metro Manila, represented herein by its National President, Ar. Benjamin K. Pangainban, Jr., fuap, asean, apec, fria, and its Executive Director for Professional Development Practice, Ar. Virgilio Andres, Jr., fuap, hereinafter referred to as the "**UAP**".

### WITNESSETH: That:

**WHEREAS**, the **FOUNDATION** is promoting awareness on Philippine arts and cultural heritage through the program, **Cultural Heritage and Education Program ("CHEP")**;

**WHEREAS**, **CHEP**, on its second year of implementation, strives to promote its advocacy through educative initiatives in celebration of the thirty fifth (35<sup>th</sup>) anniversary of the **Metrobank Art & Design Excellence ("MADE") Program**;

**WHEREAS**, the **UAP** has constantly striven to encourage and recognize excellence among its members through the continuing professional development programs;

**WHEREAS**, the **FOUNDATION** and the **UAP** have established their partnership in the conduct of the **MADE Architecture Recognition Program** since 2005;

**WHEREAS**, in connection with the foregoing, the **FOUNDATION** and **UAP** have agreed to continue the partnership in the organization and implementation of the **2020 ART MADE PUBLIC ("PROGRAM")**, a geographical-based travelling exhibition and lecture which highlights the personalities behind the winning works of **MADE**, who are now icons of Philippine arts and design under the **CHEP Program**, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, for and consideration of the foregoing premises, the parties hereto have agreed as follows:

### SECTION 1. COVENANTS OF THE FOUNDATION:

The **FOUNDATION** shall:

1. Be the major organizer and funder of the **PROGRAM**, the amount of which shall be determined by the **FOUNDATION** in its sole discretion;
2. Be in-charge of the programming which includes the finalization of the exhibit & lecture topics, lecturers and activity flow, provided that no architect and/or allied arts professional shall be engaged as a speaker for the **PROGRAM** without the favorable recommendation of **UAP**. (The list of speakers is listed on Annex A);
3. Spearhead the organization and implementation of the **PROGRAM's** lectures and exhibitions in the following, but not limited to, sites;

a. S Mason, Pasay on February 1, 2020



- b. Bacolod on February 15, 2020;
  - c. SM Center Angono, Rizal on March 19, 2020 and,
  - d. SM Lanang, Davao City on April 3, 2020;
- 4. Submit to UAP all the documents pertinent to the CPD accreditation of the seminar and/or lecture forty five (45) days before the actual **PROGRAM**;
  - 5. Shoulder the hotel accommodation and transportation expenses (local transportation and airfare) of the lecturers of the **PROGRAM** as well as one UAP Representative in two provincial sites on which the amount shall be in accordance with the existing cost standards of the **FOUNDATION**;
  - 6. Provide the honorarium of all the lecturers of the **PROGRAM**;
  - 7. Recognize **UAP** as one of the **FOUNDATION'S** partners in the marketing collaterals of the **2019 ART MADE PUBLIC**.

## **SECTION 2. COVENANTS OF UAP:**

The **UAP** shall:

- 1. Serve as the implementing arm of the **PROGRAM** and as such shall be jointly responsible with the **FOUNDATION** in the organization, development and implementation of the **PROGRAM**;
- 2. Assist the **FOUNDATION** in the organization and implementation of the **PROGRAM** including but not limited to the following acts:
  - a. Utilize its multi-media platforms in promoting the **PROGRAM** to its members for extensive information dissemination about the exhibition and lecture; and
  - b. Work on the agreed number of attendance of its members in all of the sites specified in this agreement;
- 3. Deliver all the specified tasks under item #2 for the **PROGRAM's** lectures and exhibitions in the following, but not limited to, sites;
  - a. S Mason, Pasay on February 1, 2020;
  - b. Bacolod on February 21, 2020;
  - c. SM Lanang, Davao City on March 13, 2020; and,
  - d. SM Center Angono, Rizal on March 19, 2020;
- 4. Process and approve all the documents pertinent to the CPD accreditation of the seminar and/or lecture submitted by the **FOUNDATION** within forty five (45) days before the implementation of the actual **PROGRAM**;
- 5. Shoulder the fees to be incurred pertinent to the processing of the CPD accreditation of the **PROGRAM**;
- 6. Send a representative of the UAP Executive Committee at its sole discretion, to the exhibit opening and lecture of the **PROGRAM**; provided, that the trip expenses to be incurred in Bacolod and Davao sites will be shouldered by the **FOUNDATION** as provided in Section 1.5 of this Agreement;
- 7. Assign a professional regulation commission- continuing professional development (PRC-CPD) monitor in all of the sites and provide him/her the corresponding per diem; (**To be negotiated with UAP**)
- 8. Be recognized as one of the **FOUNDATION'S** partners in the marketing collaterals of the **2020 ART MADE PUBLIC**.



**Section 3. EFFECTIVITY.** This Agreement shall be effective from the date of execution thereof and until April 30, 2020 unless sooner terminated or extended upon mutual written agreement by the parties. Each party may terminate the Agreement by giving written notice to the other party that the other party failed to fulfil its duties and obligations under, or committed a breach of any of the provisions of, this Agreement (the "**First Notice**"). The party to whom the First Notice is given may respond, also via written notice, within three (3) days after receipt of the same (the "**Response**").

The Agreement shall be terminated immediately if the other party fails to respond within three (3) days from receipt of the First Notice, or upon the other party's receipt of a second written notice that the Response fails to justify or explain the initial finding that the other party has failed to fulfil its duties and obligations under, or committed a breach of any of the provisions of, this Agreement.

**Section 4. REPRESENTATIONS.**

The parties represent and warrant:

- a. They have the right to enter into this Agreement, and their respective representatives have, and can present during the signing of this Agreement and whenever required, the necessary authorization or board resolutions from the Board of Directors or managing authority of the parties; and
- b. This Agreement, to the best of their knowledge and belief, is not violative of any agreement or law.

**Section 5. ASSIGNABILITY.** This Agreement shall be binding upon and enforceable against the parties herein, and their respective successors-in-interest. No party shall have the right to transfer or assign any and/or all of its rights, interests, and/or obligations under this Agreement without the written consent from the other party.

**Section 6. LIABILITY.** Each party (the "**Defaulting Party**") shall unconditionally exempt, discharge, release, and free the other party, its advisers, trustees, officers, members, employees and/or staff from any and all damages and liabilities that may arise or result from the gross negligence, willful misconduct, fraud, or breach of the provision of this Agreement by the Defaulting Party.

However, Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if that delay is due to a fortuitous event, provided that there is no willful misconduct or gross negligence on the part of party who failed or delayed in performing its obligations and the fortuitous event could not have been prevented or overcome by the exercise of due diligence by such party. Fortuitous event shall refer to causes beyond the reasonable control of the party, including without limitation, public calamity, epidemic, fire, earthquakes, acts of God, war, civil or military disturbance, riots, labor disputes, and the like. No claim shall be made by either party in respect of any period during which any of the said events shall persist. In the event of the occurrence of a fortuitous event which hinders a party in the discharge of its obligations under this Agreement, the party claiming to be affected thereby shall promptly notify in writing the other party giving full particulars thereof and shall use its best efforts to remedy the situation and the parties shall consult each other with respect to the appropriate measures to be taken.

**Section 7. SEVERABILITY.** If one or more of the provisions of this Agreement is/are held to be invalid, illegal or unenforceable in any respect under applicable law, the parties agree to renegotiate such provision(s) in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision(s), then (i) such provision(s) shall be excluded from this Agreement, and (ii) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

**Section 8. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement of the parties and shall supersede any prior expressions of intent or understanding with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by both parties.

**Section 9. DISPUTE SETTLEMENT.** Any dispute that may arise from the implementation of this Agreement shall be settled between and among the parties concerned taking into consideration the most advantageous terms in favor of the realization of the partnership.

**Section 10. RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be construed or implied to create a partnership (whether business or professional partnership for profit as defined under Title IX of Book IV of the New Civil Code of the Philippines), joint venture or any other legal entity, agency, employer-employee, or any other relationship between the parties herein, except as provided in this Agreement

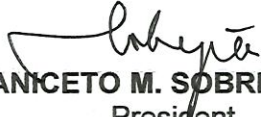
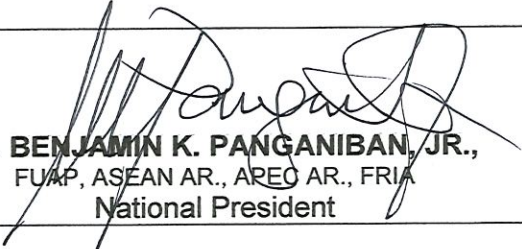





**Section 11. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. The parties hereto expressly submit to and unconditionally accept the exclusive jurisdiction of the trial courts of the City of Makati, Philippines, to the exclusion of all other courts and legal venues, in all matters relating to this Agreement.

**Section 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument for all purposes.

**Section 13. OTHER MATTERS.** All other matters not covered by this Agreement shall be negotiated by the parties in good faith on a case-to-case basis.

**IN WITNESS WHEREOF,** the parties have signed these presents on the date and place they respectively appeared before the Notary Public to acknowledge this Agreement.

METROBANK FOUNDATION, INC.	UNITED ARCHITECTS OF THE PHILIPPINES
By:	By:
 ANICETO M. SOBREPEÑA President	 AR. BENJAMIN K. PANGANIBAN, JR., FUAP, ASEAN AR., AREO AR., FRIA National President
 IRENE D. LABITAD Assistant Executive Director	

Witnessed By:	
METROBANK FOUNDATION, INC.	UNITED ARCHITECTS OF THE PHILIPPINES
 NICANOR L. TORRES, JR. Executive Director	 AR. VIRGILIO D. ANDRES, JR., FUAP Executive Director, Professional Development Commission

**ACKNOWLEDGMENT FOR FOUNDATION**

REPUBLIC OF THE PHILIPPINES )  
City of \_\_\_\_\_ ) SS.

BEFORE ME, a Notary Public in and for the above named locality, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the following person(s) exhibiting to me his/her/their respective identification documents (IDs) specified below:

<u>Name</u>	<u>Identification Document (ID)</u> <u>No.</u>	<u>Date and Place Issued:</u> <u>Date of Expiration</u>
Aniceto Sobrepeña		
Nicanor Torres, Jr.		
Irene Labitad	Passport No. EC5500686	September 24, 2015 DFA NCR West September 25, 2020

known to me and to me known to be the same person(s) who executed the foregoing Memorandum of Agreement (the "Agreement"), consisting of \_\_\_\_ ( ) pages, including the page on which this acknowledgment is written, and who acknowledged to me that he/she/they executed and signed the foregoing Agreement as his/her/their free and voluntary act and deed and the free and voluntary act and deed of the corporation which he/she/they represent(s), and that he/she/they is/are duly authorized to sign the Agreement on behalf of the corporation which he/she/they represent(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC

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Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2019.



**ACKNOWLEDGMENT FOR UAP**

REPUBLIC OF THE PHILIPPINES )  
City of \_\_\_\_\_ ) SS.

BEFORE ME, a Notary Public in and for the above named locality, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the following person(s) exhibiting to me his/her/their respective identification documents (IDs) specified below:

<u>Name</u>	<u>Identification Document (ID) No.</u>	<u>Date and Place Issued:</u> <u>Date of Expiration</u>
Ar. Benjamin Panganiban, Jr.	PRC No. 0008140	02/12/2021
Ar. Virgilio Andres, Jr.		

known to me and to me known to be the same person(s) who executed the foregoing Memorandum of Agreement (the "Agreement"), consisting of \_\_\_\_\_ ( ) pages, including the page on which this acknowledgment is written, and who acknowledged to me that he/she/they executed and signed the foregoing Agreement as his/her/their free and voluntary act and deed and the free and voluntary act and deed of the corporation which he/she/they represent(s), and that he/she/they is/are duly authorized to sign the Agreement on behalf of the corporation which he/she/they represent(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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