



Republic of the Philippines
Supreme Court
Manila

EN BANC

NOTICE

Sirs/Mesdames:

Please take notice that the Court en banc issued a Resolution dated **AUGUST 16, 2016**, which reads as follows:

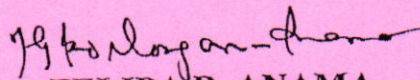
"A.M. No. 13-1-3-SC (Re: Proposed Transfer of the Supreme Court to the Bases Conversion Development Authority [BCDA]-owned Property at Fort Bonifacio, Taguig City).- The Court Resolved, upon the recommendation of the Office of the Chief Attorney, to

(a) **APPROVE** the Draft Memorandum of Agreement (MOA) with United Architects of the Philippines (UAP) for its participation in the conduct of the International Conceptual Design Competition for the Supreme Court Complex in Fort Bonifacio, Global City; and

(b) **AUTHORIZE** Atty. Felipa B. Anama, Clerk of Court *En Banc*, to act as the signatory of the Court to the aforesaid MOA.

The Court further Resolved to **NOTE** the Letter dated August 15, 2016 of Atty. Devery Jean Katrina T. Tumilba, Secretary, Committee on the New Supreme Court Complex, relative to the subject MOA with UAP." Brion, J., on leave. Jardeleza, J., no part. (adv14)

Very truly yours,


FELIPA B. ANAMA
Clerk of Court

- Our -

Office of the Chief Attorney
Supreme Court

RECEIVED

Date: **AUG 24 2016**

Time: **3:10** By **F. Tolon**

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this 06 day of September 2016 at Supreme Court, Manila, by and between:

The **SUPREME COURT OF THE PHILIPPINES (SC)**, a government agency of the Republic of the Philippines, with office address at Padre Faura Street, Ermita, Manila, represented herein by **ATTY. FELIPA B. ANAMA**, Clerk of Court *En Banc* thru its August 16, 2016 Resolution in A.M. No. 13-1-3-SC¹ hereinafter referred to as the "SC";

-and-

UNITED ARCHITECTS OF THE PHILIPPINES, INC. (UAP), the Integrated and Accredited Professional Organization of Architects in the country and 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 **AR. GUILLERMO H. HISANCHA**, **National President** as authorized by its Resolution,² hereinafter referred to as the "UAP";

WITNESSETH:

WHEREAS, the SC is the Project Proponent for the proposed International Conceptual Design Competition for the New Supreme Court Complex in Fort Bonifacio, Taguig City, Philippines;

WHEREAS, the UAP is the Integrated and Accredited Professional Organization of Architects (IAPOA) under Republic Act No. 9266, otherwise known as the "Architecture Act of 2004", and is strongly dedicated to serve as a catalyst to nation building and development as part of its commitment to a high level of corporate social responsibility;

WHEREAS, the SC recognizes the role of Architects in the development of buildings and structures and the role of the professional organization of architects in the conduct of Architectural Design Competitions under the pertinent provisions of the Architect's Standards of Professional Practice Document No. 208 and Republic Act No. 9266;

¹ (Re: Proposed Transfer of the Supreme Court to the Bases Conversion Development Authority [BCDA] – owned Property at Fort Bonifacio, Taguig City), Annex A.

² Annex B.

WHEREAS, the **UAP** as part of its Corporate Social Responsibility under the *Bayanihan Arkitektura* flagship program, has expressed interest in providing its technical expertise to the SC in its conduct of the International Conceptual Design Competition for the New Supreme Court Complex in Fort Bonifacio, Taguig City, Philippines;

WHEREAS, pursuant to the Architect's Standards of Professional Practice Document No. 208 and Republic Act No. 9266, on 19 May 2016, the SC requested the UAP to nominate its representatives to assist the Court's Committee on the New Supreme Court Complex in Fort Bonifacio, Taguig City, in the conduct of the International Conceptual Design Competition for the New Supreme Court Complex in Fort Bonifacio, Taguig City, Philippines;

WHEREAS, in its 30 May 2016 letter, the **UAP** has nominated its three (3) representatives for the said International Conceptual Design Competition for the New Supreme Court Hall of Justice Complex in Fort Bonifacio, Taguig City, Philippines;

WHEREAS, the SC and UAP have enjoined to work together and coordinate project activities for the said design competition:

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:

Section 1 The Project.

This Agreement covers the intended implementation of the International Conceptual Design Competition for the New Supreme Court Complex in Fort Bonifacio, Taguig City, Philippines (the "Project").

Section 2 Rights and Obligations of the SC.

SC shall:

- a. Provide the financial requirements for the Project;
- b. Constitute the Secretariat for the Project;
- c. Develop promotional materials and promote the Project;

- Handwritten: *Handwritten signature*
ATTY. FELIPA B. ANAMA
- d. Provide the necessary information to be supplied to competitors (social, economic, technical, geographical and topographical, etc.)
 - e. Appoint a Professional Advisor to supervise the conduct of the competition and the preparation of the Competition Guidelines;
 - f. In consultation with the UAP and the Professional Advisor, prepare the mechanics for the Project; and
 - g. Appoint and pay the Honoraria of the Jurors for the Project.

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Section 3 Rights and Obligations of UAP.

UAP shall provide the technical expertise as specified by the Architect's Standards of Professional Practice Document No. 208, thru its nominated representatives, namely: (i) Architect Rey S. Gabitan; (ii) Architect Domingo Ll. Tablizo, Jr.; and (iii) Architect Maria Luisa Gutierrez.

Section 4 Representations and Warranties.

The parties expressly warrant and represent that they have full power and authority to enter and perform this Agreement; and the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate actions.

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AR. GUILLERMO H. HISANCHA

Section 5 Termination.

This Agreement may be terminated by either party, effective at any time, by giving the other party at least five (5) days prior written notice if the other party has made any misrepresentation herein or breaches any material term, covenant, condition or obligations in this Agreement, or does an act that is prejudicial to the image or reputation of the other party, and such misrepresentation or breach or act is not cured within such five (5) day period.

The right of one party to terminate this Agreement shall be in addition to any other rights or remedies it may have at law or in equity.

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Section 6 General Provisions.

1. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between the parties in relation to the subject matter contemplated herein. This Agreement is executed by the parties for and in consideration of the terms and conditions stated herein.
2. Non-enforcement by any party of the terms and conditions of this Agreement or any substance thereof shall not be deemed or construed to be a waiver of such term or condition. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement.
3. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing signed by each party. Neither party be liable under any separate or collateral agreement unless the same is in writing and signed by the authorized officers of either party. Waivers, approvals or consents hereunder by a party shall also be in writing.
4. Any notice or other communication to be given under this Agreement shall be in writing and shall be served by personal delivery or by sending it by facsimile or prepaid post to the addresses of the parties specified in this Agreement, or as notified by either party to the other from time to time.
5. Nothing contained in this Agreement shall be construed as constituting or evidencing any partnership, agency or contract of employment between the parties. Neither party shall hold itself out contrary to the terms of this Agreement.
6. All non-public, confidential or proprietary information, whether written or oral, relating to this Agreement, or to the parties, their respective directors, stockholders, officers, agents and employees, which have been communicated as confidential information by one party to the other party, and which either party may have access to in the course of or in connection with this Agreement, including the terms thereof, shall be kept confidential. The obligations are continuing and survive the termination of this Agreement, unless such confidential information has become public without the fault of the party charged with the obligation.

W. B. Logan - trans
ATTY. FELIPA B. ANAMA

[Signature]

AR. GUILLERMO H. HISANCHA

[Signature]

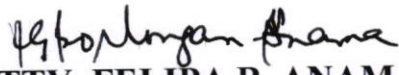
[Signature]

7. This Agreement shall be governed by and construed under Philippine laws. Any claim and/or dispute arising from this Agreement shall be brought before the proper courts of Metro Manila.
8. This Agreement, once executed shall constitute a binding agreement among the parties. The parties agree to the execution of document and deeds as may be necessary to implement the provisions of this Agreement, which, when executed, shall be deemed to form integral parts of this Agreement.

SIGNED on the date and at the place first above written.

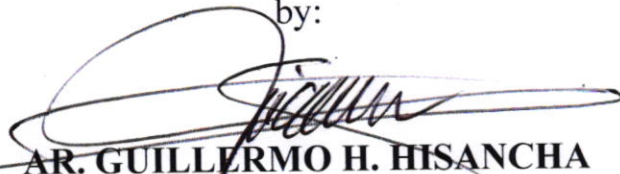
**SUPREME COURT
OF THE PHILIPPINES**

by:


ATTY. FELIPA B. ANAMA
Clerk of Court *En Banc*

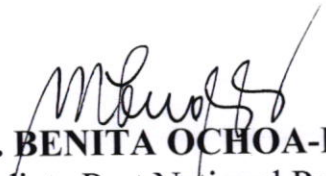
**UNITED ARCHITECTS
OF THE PHILIPPINES**

by:


AR. GUILLERMO H. HISANCHA
National President

SIGNED IN THE PRESENCE OF:


Atty. RUBY ESTEBAN-GARCIA
Assistant Chief of Office
Fiscal Management & Budget Office


AR. MA. BENITA OCHOA-REGALA
Immediate Past National President

ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) ss.**

BEFORE ME, this **06** day of **September 2016** personally appeared the following:

Eden T. Candelaria

Name	Details	Date Issued on/at
ATTY. FELIPA B. ANAMA	SC ID 06020200	
AR. GUILLERMO H. HISANCHA	PRC ID 9269	

known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, This Memorandum of Agreement consists of six (6) pages including this page on which this Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

Eden T. Candelaria
ATTY. EDEN T. CANDELARIA

Deputy Clerk of Court and
Chief of Office, Office of Administrative Services

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Eden T. Candelaria