


**MEMORANDUM OF AGREEMENT**  
*(On the Establishment of the HFI-UAP Partnership for ALAGA KA)*



This Memorandum of Agreement (the "Agreement"), is executed this 15<sup>th</sup> day of April 2011, in the City of Quezon, by and between:

**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".

-and-

**HEALTH FUTURES FOUNDATION, INCORPORATED**, a non-stock and non-profit corporation organized and existing under Philippine laws, with principal office at Unit 9, 7/F The One Executive Office Building, 5 West Avenue, Quezon City, and represented in this act by its President, **DR. JAIME Z. GALVEZ TAN**, hereinafter referred to as "HFI";

**WITNESSETH THAT:**

**WHEREAS**, it is identified that one of the factors needed to improve the Nation's health care status is through the provision of good and efficient primary health care facilities in local government units;

**WHEREAS**, HFI, a non-governmental organization who advocates the improvement of the primary health care for all Filipinos, has committed to pursue a program on the nationwide modernization of local government barangay health centers;

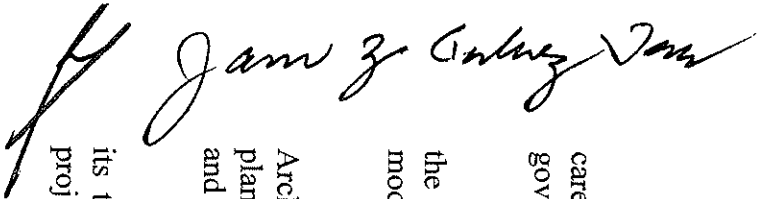

**WHEREAS**, based on section 4 of the IRR of the Republic Act (RA) 9266 or the Architecture Act of 2004, among the scope of practice of the architect is the site and physical planning of a building or group of buildings in accordance with the principles of utility, strength and beauty;

**WHEREAS**, among the advocacies of the current administration of UAP is to strengthen its ties with the National and Local Government Units through its various service oriented project collaboration with the different national and local government agencies;

**WHEREAS**, with the looming challenges of having primary health care for all Filipinos, UAP has signified its intention to assist the HFI in its Nationwide Barangay Health Centers modernization project referred to as the "**Alaga Ka**" project;

**WHEREAS**, HFI accepts the proposition and signifies its willingness to partner with UAP in furtherance of its objectives;

**WHEREAS**, the planned partnership aims to establish an alliance between HFI and UAP to promote the sustainable design and development of a modernized health care facility through the design and renovation of barangay health centers;

**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. Creation and establishment of the **'HFI-UAP Partnership for Alaga Ka (Alay sa Ginhawa at Kalusugan)'** for the construction/renovation/refurbishment of a fully functional and operational barangay health center in identified target areas nationwide;
2. Commitment to the successful implementation of each other's objectives and agree to work together to achieve outcomes consistent with the purpose of this MOA;
3. Undertaking of specific work and operational plans to fulfill the purpose of this MOA 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 Health Futures Foundation, Incorporated shall:**

1. Implement a nationwide assessment, evaluation, design and renovation program of the physical site and facilities of identified barangay health centers;
2. Ensure the safe and full access of UAP members to the identified barangay health centers for the effective and smooth conduct of the assessment and measurement of the existing physical facilities and site; the choice of architect involved in a specific project site will be solely that of HFI, based on recommendations by UAP;
3. Provide all the necessary information for the successful implementation of the project such as existing facilities guidelines, memorandum orders and other issuances that may affect the physical planning and building construction of barangay health centers;
4. Promptly supply all necessary existing construction plans and site data needed in design such as lot boundaries, topographic maps, existing utility services, among others;
5. Promptly inform the UAP of any developments that may affect the formulation of design solutions such as target cost of each structure, floor area requirements and others;
6. Engage the services of an independent group for the production of construction drawings 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;
7. Acknowledge the UAP as the owner of the architectural designs in all types of media promotions pertaining to the project;
8. Provide UAP with one (1) set of complete final detail designs which include engineering designs or complete contract documents;

9. Shoulder all the cost of printing of presentation materials and working drawings and reimburse other operational costs that may be incurred for the project such as transportation expenses, mailing, communication expenses and the like, but with proper approval and clearance of HFI;

10. Ask permission from UAP for the use of the designs in other projects or sites not indicated in this Agreement;

11. 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; and

**B. The United Architects of the Philippines shall:**

1. Mobilize its 128 chapters to assist the HFI in conducting the assessment, evaluation, design and renovation of the physical site and facilities of barangay health centers;
2. Create a task force and technical working group within each participating UAP chapter that will develop and coordinate the design solutions to the project;
3. Create a national committee that will coordinate the activities of each of the participating chapters;
4. Develop a prototype architectural design for all the barangay health centers which could easily identify each health center as a beneficiary of the Alaga Ka project;
5. Provide free professional architectural services for the project for the preparation of the architectural schematic/conceptual design and the preparation of the architectural working drawings;
6. Provide one (1) set of printed copies of architectural drawings and e-file to HFI for documentation;
7. Be the owner of the architectural designs as stipulated under RA 9266 "The Architecture Act of 2004" and the "Intellectual Property Rights Act," but agree that such design of Alaga Ka should only be used solely for the Alaga Ka project and not for any other clients or entities;
8. Provide linkages to other professional groups which HFI can tap to assist in the preparation of the working drawings;
9. Assist the HFI in the evaluation of construction bidders and the selection of the winning bidder; and,
10. Recommend the services of a full-time construction supervisor if deemed necessary.

**MISCELLANEOUS PROVISIONS**

1. **Non-Waiver.** The failure of either party to enforce any provision of this Agreement 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 MOA.

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 HFI 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 Agreement.** For the avoidance of doubt, the HFI and UAP confirm that this MOA 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 MOA 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 MOA or any contract supplementary hereto, to a third party, without the prior written consent of the other party. The provisions of this MOA shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns.

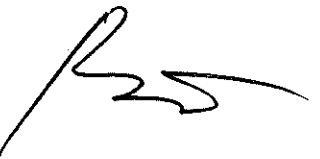
7. **Amendment to the MOA.** The responsibilities of the HFI and the UAP have been outlined in this MOA. However, if during the implementation of the agreement, circumstances shall arise which call for alteration or modifications of this MOA, then these shall be mutually discussed and agreed upon in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

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

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

9. **Period of Validity.** This MOA shall be initially valid for one year from the date of signing of this MOA 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 MOA shall be settled through mutual consultations and agreements by the PARTIES. In the event of any disagreement between HFI 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 case of litigation, the parties agree that the venue shall be in the courts of Quezon City.



**IN WITNESS WHEREOF**, the PARTIES have hereunto set their hands this day of APR 18 2011, 2011 at Quezon City, Philippines.

**IN WITNESS WHEREOF**, the Parties have cause their duly authorized representative to execute this Agreement.

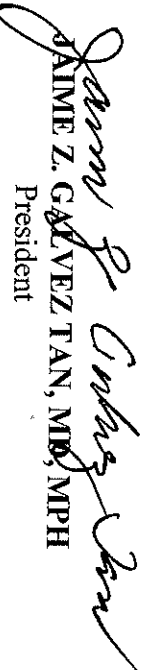
UNITED ARCHITECTS OF THE  
PHILIPPINES, INC.

By:

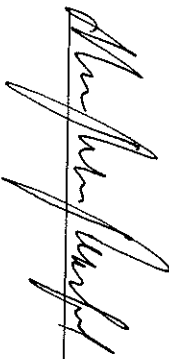
  
ARCH. RAMON S. MENDOZA, fuap  
National President

HEALTH FUTURES FOUNDATION, INC.

By:

  
JAIME Z. CALVEZ TAN, MD, MPH  
President

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) S.S.


**BEFORE ME**, a Notary Public in and for QUEZON CITY personally  
appeared:

<u>Name</u>	<u>CTC No.</u>	<u>Date/Place of Issue</u>
<u>DR. JAIME Z. GALVEZ TAN</u>	<u>1060026</u>	<u>January 7, 2011/Quezon City</u>
<u>ARCH. RAMON S. MENDOZA</u>	<u>08577273</u>	<u>January 10, 2011/Marikina</u>

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 Health Futures Foundation, Inc. and that it consists of six (6) pages, including the page wherein the Acknowledgment is written.

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

  
ATTY. RODELIO T. SERGIO  
NOTARY PUBLIC  
UNITED DEL. 37, 0857  
IBP NO. 794614  
PAGSIS/ OCT. 28, 2009  
PTR NO. 8907465  
LAGUNA/ JAN. 3, 2011

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