

MEMORANDUM OF AGREEMENT

This Agreement is entered into this _____, 2018 by and between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created and existing under Republic Act No. 7227, as amended with principal office and place of business at BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its Executive Vice President, **AILEEN ANUNCIACION R. ZOSA**, who is duly authorized for this purpose under Item No. 178 of the BCDA Revised Manual of Approval which took effect on 22 November 2017, a certified true copy of which is hereto attached as **Annex "A"** and made integral part hereof, hereinafter referred to as **"BCDA"**;


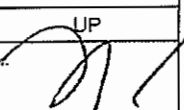
-and-

The **UNIVERSITY OF THE PHILIPPINES** the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines represented herein by its Chancellor, **DR. MICHAEL L. TAN**, herein referred to as the **"UNIVERSITY"**;

BCDA and the **UNIVERSITY** shall herein be individually referred to as a "Party" and collectively as **"Parties"**.

WITNESSETH: That

WHEREAS, BCDA transforms properties into premier centers of economic growth in partnership with the private sector with integrity, excellence and efficiency in the stewardship of government resources, and creates sustainable urban communities to uplift the lives of Filipinos;

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WHEREAS, BCDA is positioning Clark as the next investment center in Asia through high impact projects such as the New Clark City – a new smart, green, resilient and truly inclusive metropolis;

WHEREAS, BCDA together with the Japan Overseas Infrastructure Investment Corporation for Transport and Urban Development (JOIN) signed a Memorandum of Cooperation with Surbana Jurong of Singapore to collaborate on the full implementation of New Clark City.

Currently, Surbana Jurong is assisting **BCDA** and JOIN in the creation of the Development Management Framework, Design Standard Guidelines (DSG), and Environmental Guidelines of New Clark City;

WHEREAS, BCDA would provide Surbana Jurong with Light Detection and Ranging Data (LiDAR) for the 160 sq.km. New Clark City and its surrounding areas, which will be used as reference for the drafting of the Design Standard Guidelines for New Clark City;

WHEREAS, the UNIVERSITY, by virtue of Republic Act No. 9500, is mandated to lead as a public service university by, among others, providing scholarly and technical assistance to the government;



WHEREAS, the UNIVERSITY, through its Training Center for Applied Geodesy and Photogrammetry (UP-TCAGP), aims to participate in the growth and development of the country through active collaboration with the government and industry, in education and training, in research works and relevant studies, and in the conduct of extension services in the fields of geomatics and geospatial information;

WHEREAS, the UP-TCAGP is a center of excellence for education, training and research in the fields of surveying and mapping in the Philippines;

WHEREAS, the BCDA has agreed to engage the services of the **UNIVERSITY,** through UP-TCAGP, to produce fine scale maps through the use of Light Detection and Ranging (LiDAR) technology particularly in the aspects of landscape planning, road layout including grading and earthworks, drainage design and water supply and distribution management;

WHEREAS, the UNIVERSITY, having the necessary expertise and competence to provide the services called for, has expressed willingness to undertake the "*New Clark City Geospatial Project*" (the "Project") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the Parties hereby agree as follows:

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1. DESCRIPTION OF SERVICES

The UNIVERSITY, through UP-TCAGP, shall provide the following services to BCDA, to wit:

- a. Data Acquisition - LiDAR acquisition of LiDAR data over the New Clark City, with the approximate area of 160 Km².
- b. Data Validation - conduct of field measurements and surveys necessary for the calibration and validation of the airborne LiDAR data sets; and
- c. Pre-processing - data processing to convert and integrate all surveyed data into usable format, such as Digital Terrain Model (DTM), Digital Surface Model (DSM) and Orthophotographs of the corresponding areas.

The detailed methodologies and workplan is specified in the Terms of Reference (TOR) attached hereto as Annex "A".


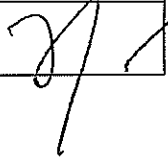
2. DELIVERABLES

- a. Detailed Work and Financial Plan including the proposed methodology;
- b. DTM, DSM and orthophotographs, as specified in the TOR;
- c. Raw data and point cloud of the commissioned flights of this project;
- d. Tabulated coordinates of the established horizontal and vertical control points;
- e. Participation in the turnover activity;
- f. Electronic copy of outputs in CD or DVD; and
- g. Final Technical Report.

3. FINANCIAL ARRANGEMENT

MOA between UP and BCDA

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For and in consideration of the above-mentioned services of the **UNIVERSITY**, the **BCDA** shall fund the budgetary requirements of the Project in the sum of **PESOS: FOUR MILLION SEVEN HUNDRED NINETY FOUR THOUSAND THREE HUNDRED FIFTY and 02/100 (PhP 4,794,350.02)**, inclusive of the administrative overhead cost in favor of the **UNIVERSITY** in accordance with existing University policy. This funding shall be subject to the usual approval as well as government accounting, liquidation, and auditing rules.


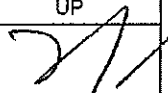
a. The transfer of fund schedule shall be as follows:

Milestone Output	% of the Cost	Expected Time of Delivery
Signing of the Memorandum of Agreement and the submission of the detailed work and financial plan.	30%	Start of effectivity of the MOA.
Submission of the processed data from the existing LiDAR data with IfSAR patching including DTM, DSM and orthophotographs.	40%	One (1) month upon signing of MOA or depending on agreed work plan.
Submission of the processed data from the fresh LiDAR dataset including DTM, DSM and orthophotographs, and Final Technical Report including identified relevant materials in hardcopy and electronic copies	30%	Five (5) months upon signing of the MOA or depending on agreed work plan.

b. The funding shall not be subject to any withholding tax.

c. The work plan approved by **BCDA**, shall guide dates of submission of milestones. Any deviation, changes or amendments in the work plan shall be subject to official request from the **UNIVERSITY** and approval by **BCDA**.

d. Further, any additional undertakings apart from the deliverables under Section 2 and the corresponding budget shall be covered by a supplemental document to the MOA to be signed by **UNIVERSITY** and **BCDA**.

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- e. The **UNIVERSITY** shall ensure that funds provided shall solely or exclusively be for the required services and strictly used in accordance with the TOR, in a manner that is consistent with government audit and accounting rules and regulations.
- f. **BCDA** may evaluate the deliverables on compliance with the required details and specifications stipulated in the TOR prior to transfer of fund.

4. EFFECTIVITY

This Agreement shall be effective and enforceable upon signing by all parties, and shall be implemented for a period of FIVE (5) months starting from the initial release of funds to the **UNIVERSITY**, unless earlier terminated upon mutual consent of all parties.

5. OWNERSHIP OF DOCUMENTS, PATENTS AND COPYRIGHTS

- a. The full ownership of all outputs derived from this Agreement and accountabilities shall remain with the **BCDA**.
- b. Ownership of intellectual property rights for data, data products reports, studies, documents and other written materials generated and brought into existence in connection with this Agreement shall rest with **BCDA**, which shall have the sole right to publish the same in whole or in part and to adopt or use them as may seem desirable and to authorize all translations and extensive quotations therefrom.
- c. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent from the **BCDA**.
- d. The **UNIVERSITY** shall retain the ownership of any copyright, patent, patentable concepts and all other intellectual property existing prior to the commencement of the Project and used by the **UNIVERSITY** in the performance of work under the Project.

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- e. Parties to the MOA are given access to copyright to publish the outputs from this engagement, on condition that credit is given to **BCDA**.
- f. Proper acknowledgement of the contribution of the Parties shall be made in all reports, articles and news releases on the Project.
- g. The **UNIVERSITY** shall have the right to use Project outputs for academic, research and non-commercial purposes.

6. TERMINATION

- a. Termination of this Agreement must be upon the mutual written consent of the **Parties**, with due notice and based on just causes.
- b. In case of breach, default or deliberate failure of a party, without just cause, to perform its obligation, the non-defaulting party shall give written notification thereof to the defaulting party, who shall cure the breach or make good the obligation within fifteen (15) working days from receipt of such written notification. Otherwise, the innocent party may, upon written notice delivered to the defaulting party, terminate this Agreement.
- c. If the termination is made prior to the end of the term of this Agreement, the Parties shall make good their obligations up to the period of termination. Upon termination, the parties shall make a proper turnover of documents and equipment, return of unutilized funds, and liquidate disbursements made.

7. DISPUTE SETTLEMENT

In case of conflict or dispute between the **Parties** arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their conflict or dispute.

Should the **Parties** fail to reach an amicable settlement or their conflict/dispute, the same shall be submitted to arbitration, in accordance with PD 242 in relation to Book IV, Chapter 14 of the Administrative Code of 1987. However, should the dispute between the **Parties** reach the courts of law, the

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Parties agree that the competent courts of Quezon City shall be the exclusive venue, to the exclusion of all other courts or tribunals.

8. AMENDMENTS

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless mutually agreed upon by the **Parties** in writing. Any amendment, modification, addition or deletion from this Agreement, or any scope of work or other matters concerning the project covered by this Agreement, shall be undertaken jointly by the **Parties**.

9. SEVERABILITY

If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect. This Agreement shall bind both parties and their successors-in-interest.

10. LIABILITY ARISING FROM CONTRACT


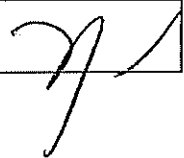
- a. The **UNIVERSITY** shall not be held responsible for any loss, change, or any delay in the completion of the project due to fortuitous event or whatever cause beyond its control.
- b. Each **Party** shall be solely liable for third party claims arising from such Party's own acts or omissions in the performance of this Agreement.

11. WAIVER

No failure, omission or delay of any of the **Parties** in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

12. ENTIRE AGREEMENT

This Agreement shall form the entire agreement among the **Parties**, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement, with the exception of the project document which forms the basis of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

UNIVERSITY OF THE PHILIPPINES

BASES CONVERSION AND DEVELOPMENT AUTHORITY

by:

MICHAEL L. TAN, Ph.D. *hpc*
Chancellor *me*

by:

AILEEN ANUNCIACION R. ZOSA *Aileen Anunc. R. Zosa*
Executive Vice President

Signed in the Presence of:

Enrico C. Paringit
Dr. Enrico C. Paringit
Project Leader

UP DREAM Commercial Services

Joshua M. Bingcang
Joshua M. Bingcang
Vice President, BDOG
BCDA *JS*

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City *Taguig City*) s.s.

BEFORE ME, a Notary Public, for and in the above jurisdiction this ___th day of SEP 20 2018 2018, personally appeared the following persons, and they presented to me their competent identification documents:

Competent ID No. _____ Date of Issue/ Expiry _____
Aileen Anunciacion R. Zosa _____
Michael L. Tan _____ *lla*

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed and that of the entities herein represented.

This instrument refers to a Memorandum of Agreement consisting of seven (7) pages including this page whereon this Acknowledgement is written and signed by the Parties and their witness on each and every page thereof.

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

Doc. No. 40 ;
Page No. 89 ;
Book No. 12 ;
Series of 2018.

Gualberto J. Oyzon, Jr.
NOTARY PUBLIC
GUALBERTO J. OYZON, JR.
Notary Public for Taguig City, Philippines
Appointment No. 22, Until 31 December 2019
2/F BTC 21st St., BGC, Taguig City, 1634
PTR No. A-3774671/Taguig City/16 January 2018
Roll of Attorneys No. 48062/IBP Lifetime Member No. 04862
MCLE Compliance No. V-0003617/14 January 2015

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