

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) entered into this 26th day of June 2003 in Quezon City, Metro Manila by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating by virtue of Republic Act No. 7916, as amended, with office address at Almeda Building, Roxas Boulevard corner San Luis Street, Pasay City, represented herein by its Director General, **LILIA B. DE LIMA**, who is duly authorized, and is hereinafter referred to as the "PEZA";

- and -

QUEZON CITY GOVERNMENT, a local government unit, with office address at Quezon City Hall, Diliman, Quezon City, represented herein by its Mayor, **FELICIANO R. BELMONTE, Jr.**, who is duly authorized, and is hereinafter referred to as the "CITY";

WITNESSETH:

WHEREAS, the National Building Code of the Philippines (NBCP) requires owners/operators of buildings, establishments and facilities, as well as enterprises that occupy or use them, to secure Building and Occupancy Permits and other related Permits from the Building Officials of their local government units (LGUs), and for the buildings, establishments, facilities and enterprises that occupy or use them to be annually inspected by the Building Officials;

WHEREAS, PEZA is authorized to enforce and administer the NBCP inside PEZA-registered economic zones by virtue of Presidential Decree (PD) No. 1786 issued on 15 January 1981, amending PD No. 66 (The Charter of the Export Processing Zone Authority or EPZA), in relation to Republic Act (RA) No. 7916 (The Special Economic Zone Act of 1995) and Executive Order (EO) No. 282 dated 30 October 1995;

WHEREAS, in PEZA-registered Information Technology (IT) parks and buildings, which are special economic zones (SEZs) which provide facilities for the use of PEZA-registered IT enterprises as well as facilities, services and amenities desired by IT executives and workers, the concerned LGUs have expressed the view that PEZA should limit its exercise of its authority as Building Official to the administration of the NBCP only to PEZA-registered locator enterprises and buildings, structures and facilities established by PEZA-registered enterprises for the exclusive use of PEZA-registered locator enterprises;

WHEREAS, in consideration of the foregoing, the PEZA Board, in its Meeting on 11 October 2001, passed Resolution No. 01-310 limiting the authority of PEZA to enforce and administer the NBCP in IT Parks and Buildings, only to PEZA-registered locator enterprises and buildings, structures and facilities established by PEZA-registered enterprises for the exclusive use of PEZA-registered locator enterprises, and to allow the concerned LGUs to administer the NBCP to all other buildings, structures and enterprises not registered with PEZA, including buildings, structures and facilities which are established by PEZA-registered

Lilia B. De Lima
Feliciano R. Belmonte, Jr.

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enterprises but are not for the exclusive use of PEZA-registered locator enterprises;

WHEREAS, the CITY is willing to recognize the validity of all NBCP permits issued by PEZA for buildings, structures and facilities in IT Parks and Buildings located in Quezon City prior to the signing of this Agreement, in accordance with its responsibility as Building Official, provided that PEZA shall remain fully responsible and accountable for the issuance of said permits and developments which may occur related to matters covered by said permits issued;

WHEREAS, PEZA and the CITY are both willing to coordinate and cooperate for the timely issuance of NBCP permits required for buildings, structures and facilities in IT Parks and Buildings located in Quezon City;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties to this Agreement have agreed to the following:

1. This Agreement shall govern administration of the NBCP in PEZA-registered IT Parks and Buildings in Quezon City, including buildings, structures, facilities and enterprises established and operating inside them;
2. PEZA shall limit its administration of the NBCP (i.e., issuance of all permits and the annual renewal of such permits, including the collection of prescribed fees therefore) only for:
 - a. PEZA-registered locator enterprises; and
 - b. Buildings, structures and facilities established by PEZA-registered enterprises for the exclusive use of PEZA-registered locator enterprises.
3. The CITY shall be responsible the administration of the NBCP for:
 - a. Enterprises not registered with PEZA; and
 - b. Buildings, structures and facilities established and operated by enterprises not registered with PEZA and those established by PEZA-registered enterprises but which are not for the exclusive use of PEZA-registered locator enterprises.
4. The CITY shall recognize the validity of all Building, Sanitary/Plumbing, Electrical and Mechanical Permits issued by PEZA for buildings, structures and facilities inside PEZA-registered IT Parks and Buildings located in Quezon City prior to the signing of this Agreement, provided that PEZA shall continue to be fully responsible and accountable for the issuance of said permits and developments which may occur related to matters covered by said permits issued, provided further, that for buildings, structures and facilities which have been established by PEZA-registered enterprises but are not for the exclusive use of PEZA-registered locator enterprises, the CITY shall, henceforth, administer the NBCP and shall be fully responsible and accountable for alterations to the original buildings, structure and facilities undertaken under permits issued by the CITY;
5. The CITY shall arrange for the Bureau of Fire Protection to issue the corresponding Fire Safety Inspection Certificate and annual renewals thereof, as well as permits/clearances required under the Fire Code of the Philippines (FCP);
6. The CITY shall collect the prescribed fees for all NBCP permits it shall issue;
7. This Agreement may be amended or revoked upon mutual consent of both parties, provided that all amendments shall be covered by Supplemental

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A. A.

[Signature]

Provisions signed by both parties which shall be incorporated by way of reference as integral parts of this Agreement ;

- 8. This Agreement and all amendments thereto shall be ratified by the Quezon City Council, in the case of the CITY, and the body authorized to do so, in the case of PEZA.
- 9. This MOA shall take effect upon ratification as mentioned in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date and at the place first above written.


PHILIPPINE ECONOMIC ZONE
AUTHORITY

QUEZON CITY GOVERNMENT

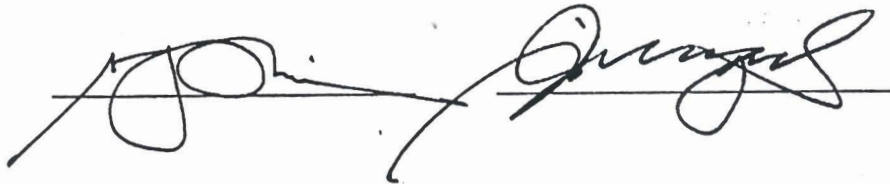
By:


LILIA B. DE LIMA
Director General

By:


FELICIANO R. BELMONTE, Jr.
City Mayor

Signed in the presence of:



ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.

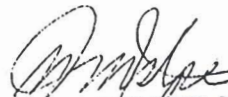
BEFORE ME, this 5th day of June 2003 personally appeared the following:

Name	CTC No.	Date/Place of Issue
LILIA B. DE LIMA	_____	_____
FELICIANO R. BELMONTE, Jr.	_____	_____

both known to me to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free act and deed as well as that of the entities they represent.

This instrument, consisting of **three (3) pages** including this page, has been signed by the parties and their witnesses on each and every page thereof and sealed with my notarial seal.

DOC. NO. 147
PAGE NO. 51
BOOK NO. 1
SERIES OF 2001


ATTY. WINSTON B. HIPE
NOTARY PUBLIC
PTR NO. NOTARY PUBLIC
UNTIL DEC. 31, 2004