

## MEMORANDUM OF AGREEMENT

### SO THE PUBLIC MAY KNOW:

This **MEMORANDUM OF AGREEMENT** is executed by and between:

**ENVIRONMENTAL MANAGEMENT BUREAU (EMB)**, a Philippine government agency created under Republic Act No. 8749 or the 1999 Clean Air Act, holding office at the EMB Building, DENR Compound, Visayas Avenue, Diliman, Quezon City, represented here by its Director, Assistant Secretary, **ATTY. JUAN MIGUEL T. CUNA**, as confirmed by the attached authority,

-and-

**JOHN HAY MANAGEMENT CORPORATION (JHMC)**, an unchartered Philippine government owned and controlled corporation, holding office at the John Hay Special Economic Zone, Loakan Road, Baguio City, and represented here by its President and CEO, **JAMIE ELOISE M. AGBAYANI, M.D.**, as confirmed by the attached authority.

### ANTECEDENTS:

Under Executive Order 192 dated 10 June 1987, the DENR is mandated to be the primary government agency responsible for the conservation, management, development and proper use of the country's environment and natural resources, specifically forest and grazing lands, minerals resources, including those in the reservation and watershed areas, as well as the licensing and regulation of all natural resources in order to ensure equitable sharing of the benefits derived there from for the welfare of the present and future generations of Filipinos.

The EMB is primarily tasked to implement rules on the provision, control and abatement of all kinds of air pollution in the entire country pursuant to Republic Act 8749.

The EMB as part of its mandate and authority shall coordinate with the private sector, non-government organization, civil society organization, the local government units, and other government agencies and bureaus, for the dissemination of information related to air quality management in the entire country.

Under Republic Act (RA) No. 7227, otherwise known as the *Bases Conversion and Development Act*, the Bases Conversion and Development Authority (hereinafter referred to as "BCDA"), was tasked to accelerate the sound and balanced conversion into alternative uses of Clark, Subic and their extensions such as Camp John Hay.

JHMC, formerly known as John Hay Poro Point Development Corporation, was established pursuant to section 15 of RA 7227 as the subsidiary and implementing arm of BCDA. JHMC, as the implementing arm of BCDA, is vested with the authority to, among others, plan and manage the area contained within the John Hay Forest Watershed Reservation.



Presidential Proclamation No. 198 dated 29 June 1993 declared Camp John Hay for tourism, human resource development center and multi-use forest watershed reservation and under Section 2.1.3 of Executive order (EO) No. 62 *Prescribing Policies and Guidelines to Implement R.A. No. 7227*, Camp John Hay shall be preserved, maintained, enhanced and developed as a forest watershed and tourist destination and that the natural attributes and character of the Camp shall be maintained, thus the importance of monitoring its ambient air quality to ensure that air quality parameters within Camp John Hay are within standards.

Pursuant to the EMB's mandate and authority, and given the importance of maintaining air quality within the Camp John Hay in recognition of JHMC'S role on forest and environment management particularly towards clean air initiatives, the installation of Continuous Ambient Air Monitoring Station (CAAMS) within Camp John Hay is needed.

**ACCORDINGLY**, for and in consideration of the foregoing premises, the Parties agree as follows:

**I. SCOPE**

The Agreement is limited only to the installation, maintenance and operation of the CAAMS. Both parties understand that JHMC has no intention of transferring, leasing, disposing or in any way abdicating its property rights over the parcel of land, where the CAAMS will be installed, in EMB's favor.

**II. THE EMB SHALL:**

1. Conduct inspection of the monitoring station situated within Camp John Hay, Baguio City;
2. Share and furnish data and details of the monitoring station with the JHMC;
3. Orientation on the operations of the Continuous Ambient Air Quality Monitoring Station by the Service Provider and provide technical assistance in its operation and care;
4. Shoulder the equipment and installation cost of the Ambient Air Monitoring System at the Historical Core, Camp John Hay;
5. Assume costs for its troubleshooting, repair and maintenance; and
6. Provide the JHMC with real time air quality information.

**III. JHMC SHALL:**

1. Provide an adequate space of at least four (4.0) square meters where the semi-fixed ambient air quality monitoring station will be installed;

2. Allow the EMB to install and construct the Ambient Air Quality Monitoring Station and its accessories as well as operate and maintain the same within the said space, free of charge for the duration of the agreement;
3. Shoulder the monthly electric consumption of the equipment; and
4. Provide and maintain security and safety of the Ambient Air Quality Monitoring Station.

**IV. PERIODIC REVIEW**

This Agreement, even while in full force, shall be subject to periodic review every three (3) years by BOTH parties or upon the serving of a written request for review by one party at any time in between the scheduled review for the sole purpose of updating the parameters affecting the objectives of the aforementioned project.

**V. EFFECTIVITY**

This Agreement shall take effect immediately upon signing hereof by both parties.

**VI. TERMINATION AND DISPUTE**

Any violation of the provisions stipulated shall cause the suspension, termination or revocation of this Agreement, whichever may appropriately apply.


Any dispute that may arise in the interpretation or implementation of this Agreement shall be resolved amicably through mutual good faith negotiation and consultation.

Further, this Agreement may be terminated by either party upon the serving of written notice to the other party thirty (30) days prior to the proposed date of the termination, provided that said written notice shall contain full justification for termination.

**IN WITNESS WHEREOF**, the **PARTIES** hereto set their hands this 01 MAR 2016 day of Baguio City, Philippines.

**ENVIRONMENTAL  
MANAGEMENT BUREAU**

By:

  
**ATTY. JUAN MIGUEL T. CUNA**  
DENR ASEC and Concurrent Director  
of the Environmental Management  
Bureau

**JOHN HAY MANAGEMENT  
CORPORATION**

By:

  
**JAMIE ELOISE M. AGBAYANI, M.D.**  
President and CEO



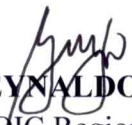


**SIGNED IN THE PRESENCE OF:**

  
**ENGR. MARIA DORICA N. HIPE**  
 Acting Regional Director

  
**ATTY. MICHELLE T. REGALA – NIEBRES**  
 JHMC Vice President and COO

  
**ENGR. RALPH G. PABLO**  
 Regional Director DENR CAR

  
**REYNALDO S. DIGAMO**  
 QIC Regional Director

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
 Done in Baguio City ) S.S.

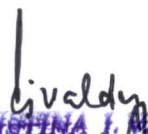
**BEFORE ME**, personally appeared:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
<b>ATTY. JUAN MIGUEL T. CUNA</b>	PHIL PASSPORT NO. <u>OE 0029441</u>	<u>28 OCT 2015</u> MANILA
<b>JAMIE ELOISE M. AGBAYANI, M.D.</b>	PRC License No. 0077551	02 May 2014 Manila

known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of four (4) pages, including this page on which the Acknowledgement is written and they acknowledge to me that the signatures they affixed confirm their voluntary act and the entities they represent.

**SIGNED AND SEALED** on 01 MAR 2016 in Baguio City

Doc. No. 326 ;  
 Page No. 66 ;  
 Book No. XIII ;  
 Series of 2016

  
**CRISTINA I. MALDEZ**  
 Notary Public  
 My Commission Expires on 31 December 2016  
 Roll No. 51811; 25 April 2013; Manila  
 IBP No. 1003788; 01.07.16; Baguio-Benguet  
 PTR No. 2436102; 12.21.15; Baguio City