

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
Philippines, by and between:

The **ABS-CBN FOUNDATION, INC.**, a non-stock, non-profit institution established pursuant to Philippine Laws, with office and postal address at 4<sup>th</sup> Floor ABS-CBN Foundation Bldg., Mo. Ignacia corner Eugenio Lopez Jr. Ave., represented herein by its Managing Director, **MS. REGINA PAZ L. LOPEZ**, hereinafter referred to as the “**FOUNDATION**”;

-- AND --

The **PHILIPPINE RECYCLERS, INC.**, a private corporation duly established pursuant to Philippine Laws, with business address at Lot 2 Bo. Patubig Marilao, Bulacan represented herein by its Vice President and General Manager, **MR. IRVING C. GUERRERO**, hereinafter referred to as the “**TREATER**”;

-- AND --

The **Company's Official Name**, a private corporation duly established pursuant to Philippine Laws, with business address at \_\_\_\_\_ represented herein by its **Signatory's Position, MR./MS./MRS. SIGNATORY'S NAME**, hereinafter referred to as the “**DONOR**”;

--WITNESSETH--

WHEREAS, the Foundation has an existing Memorandum of Agreement with the Treater and the Environmental Management Bureau (EMB), for the purpose of promoting and implementing the Bantay Baterya Project of Bantay Kalikasan, in order to clean up the environment of pollution-causing junk lead acid batteries;

WHEREAS, the Donor is fully aware of the harmful environmental impacts of indiscriminate and irresponsible disposal of decommissioned and unused lead acid batteries, and therefore fully supports the Bantay Baterya Project;

WHEREAS, the Donor has voluntarily accepted responsibility to help the Foundation and

the Treater in cleaning up the environment of toxic and hazardous wastes brought about by junk lead acid batteries [by way of donating its company's decommissioned lead acid batteries in favor of the](#) Foundation;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed on the following conditions, to wit:

#### **I. OBLIGATION OF THE PARTIES**

The **FOUNDATION** Shall:

1. Arrange the pick-up of donated lead acid batteries from the Donor's premises and monitor the inventory of all donated lead acid batteries;
2. In partnership with the Treater, ensure that donated lead acid batteries are regularly collected from the Donor on a quarterly basis, or as often as the Donor has signified that it has enough inventory of batteries ready for donation/collection;
3. Utilize its Permit To Transport Hazardous Materials in the collection of the donated batteries, from the Donor's premises until the same shall have been safely deposited at the Treater's battery recycling plant;
4. Facilitate the prompt issuance by the Treater of a Waste Manifest, in favor of the Donor;
5. Facilitate the issuance of the Certificate of Treatment in favor of the Donor, by the Treater, two (2) months after the date of each actual donation/collection;
6. Issue [to the](#) Donor a Certificate of Donation for purposes of Corporate Tax Deductibility.

The **TREATER** shall:

1. Arrange the pick-up of donated lead acid batteries from the Donor's premises and monitor the inventory of all donated lead acid batteries;
2. Collect/pick-up donated lead acid batteries from the Donor on a quarterly basis, or as often as the Donor has signified that it has enough inventory of batteries ready for donation/collection;
3. After each actual donation/collection of batteries is made, issue the corresponding Acknowledgment/Acceptance Form;
4. Issue to the Donor necessary Waste Manifest upon collection
5. Issue Treatment Certificate after six (6) weeks to two (2) months of actual pick-up and receipt of donated lead-acid batteries.

The **DONOR** shall:

1. Act as a collecting station for [the](#) Treater's junk lead acid batteries for donation until the same shall have been collected and properly donated to the Foundation;
2. Assist the Foundation in the accounting of donated batteries

3. Be responsible for informing the Foundation and/or the Treater of the existence of sufficient number of junk batteries available for donation, if such availability comes prior to the end of each regular quarterly collection date.

## II. TERMS OF AGREEMENT

This agreement shall commence on \_\_\_\_\_ and shall continue to be valid and binding for a period of Five (5) years. Thereafter, it shall be renewable every two years, upon mutual agreement of the parties in writing at least sixty (60) days prior to its expiration.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_ 2007 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**REGINA PAZ L. LOPEZ**  
Managing Director  
ABS-CBN Foundation, Inc.

\_\_\_\_\_  
**SIGANTORY'S NAME**  
For the Donor

\_\_\_\_\_  
**IRVING C. GUERRERO**  
Vice President / General Manager  
Philippine Recyclers, Inc.

\_\_\_\_\_  
**SIGANTORY'S NAME**  
For the Donor (if necessary)

Signed in the presence of:

\_\_\_\_\_  
**WINNIE RAYOS-DIMANLIG**  
Witness

\_\_\_\_\_  
**SIGANTORY'S NAME**  
Witness  
For the Donor

\_\_\_\_\_  
**MELAN R. VALENTIN**  
Witness

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

BEFORE ME, a Notary Public for and in Quezon City, personally appeared:

\_\_\_\_\_ CTC No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ CTC No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ CTC No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ CTC No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_

known to me and to me known to be the same persons who executed the foregoing Agreement and acknowledged before me that the same is their true and voluntary act and deed and of the respective institutions they represent.

This instrument consists of four (4) pages including this page where the acknowledgment is written

\_\_\_\_\_  
NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2007