Contract of Lease of Office Space for the PCC i-Station Baguio City for CY 2025

This Contract of Lease ("Contract"), made and entered into this 31st day of March 2025 in Baguio City, Philippines by and between:

> The **UNIVERSITY OF THE PHILIPPINES,** the National University created by virtue of Act No. 1870, as amended by Republic Act 9500, through its constituent university, UNIVERSITY OF THE PHILIPPINES BAGUIO ("UP Baguio"), with office address at Governor Pack Road, Baguio City, represented by its Chancellor, Dr. Joel M. Addawe, hereinafter referred to as the "Lessor";
>
> -and-
>
> The **PHILIPPINE COMPETITION COMMISSION ("PCC")**, with office address at 25/F Tower I, Vertis North Corporate Center, North Avenue Quezon City 1105, represented by its Executive Director, Dr. Kenneth V. Tanate, hereinafter referred to as the "Lessee".

The Lessor and the Lessee shall be collectively called "Parties", and each, a "Party".

ANTECEDENTS

A. The Lessor is the owner of the UP Balay Internasyonal Building situated in the University of the Philippines Baguio, Governor Pack Road, Baguio City.

B. The Lessee desires to lease the second floor (the "Leased Premises") in the abovementioned building to be used as its Investigation Station in Baguio City.

C. The Lessor agrees to lease and let the Leased Premises to the Lessee under the terms and conditions of this contract.

ACCORDINGLY, for and in consideration of the payment of rent and of the faithful compliance with all the terms, provisions, conditions and covenants hereinafter contained, the Lessor hereby leases and lets unto the Lessee, and the Lessee does hereby accept the Leased Premises under this Contract, under the following terms and conditions:

1. THE LEASE

1.1 This Contract shall cover the use of the Leased Premises. All references to the "Leased Premises" in this Contract shall pertain to the UP Balay Internasyonal Building unless otherwise indicated or subsequently amended.

1.2 The lease shall commence on 1 April 2025 and end on 31 December 2025, unless earlier terminated under Clause 7 of the Contract of Lease.

1.3 Upon its expiration, this Contract may be renewed under such terms and conditions as may be mutually agreed upon by both Parties. The Lessee shall serve a written notice of the intention to renew the lease not later than seven (7) calendar days prior to the expiry date of the term herein agreed upon.

1.4 The Lease shall not be deemed extended or renewed by implication or tolerance beyond the date specified herein, except only upon a written agreement signed by both parties particularly specifying an "extension" or "renewal" of this Contract.

2. RENT AND FEES

2.1 The Lessee shall pay the monthly amount of **FIFTY-FIVE THOUSAND PESOS (PhP 55,000.00)** inclusive of all applicable fees and taxes, or a total amount of **FOUR HUNDRED NINETY-FIVE TIIOUSAND PESOS (PhP 495,000.00)**, in consideration of the lease of Leased Premises from 1 April 2025 to 31 December 2025 ("Rental Fees").

2.2 The Rental Fees stated in 2.1 shall likewise cover the use of common areas, parking spaces, electric and water utilities, as well as security and janitorial services within the Leased Premises.

2.3 The Lessee shall make a security deposit of Fifty-five Thousand Pesos (PhP 55,000.00), equivalent to one month rental, to cover unpaid utility bills, damages or losses in the Leased Premises directly attributable to the Lessee other than ordinary wear and tear, or any other similar charges. The security deposit or the remaining balance thereof, if any, is refundable at the end of the lease term, after the conduct of inspection or inventory and upon mutual agreement of both Parties.

2.4 The Lessee shall make a one-time payment of the total cost of the Rental Fees under clause 2.1 and the security deposit under Clause 2.3 hereof to the UP Baguio Cashier within twenty (20) working days upon receipt of billing from the Lessor. The Lessor shall issue the corresponding receipt upon payment by the Entity.

2.5 The Lessee shall pay a total amount of **FIVE HUNDRED FIFTY THOUSAND PESOS (PhP 550,000.00)**, which includes the Rental Fees and the security deposit.

3. REQUIRED DOCUMENTS

The following documents as required by the applicable laws, rules, and regulations shall be deemed to form and be read and construed as integral part of this Contract, viz:

i. Quotation from the servicing agency;

ii. Technical Specifications;

iii. Notice of Award of Contract and the Lessor's conforme thereto; and

iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents.

The Lessor agrees that additional contract documents or information prescribed by the Government Policy Procurement Board that may be required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

4. WARRANTIES OF THE PARTIES

4.1 The Lessor warrants that it is the absolute owner and that it has the right to lease the Leased Premises.

4.2 The Lessor warrants that the Leased Premises are in good and tenantable condition upon the commencement of the Term.

4.3 The Lessee warrants that the Leased Premises shall be used exclusively as its office for the conduct of its investigations and other operational tasks as may be necessary. The Lessee shall not use the Leased Premises for other purposes without the prior written consent of the Lessor.

5. MAINTENANCE, IMPROVEMENTS, AND REPAIRS

5.1 The Lessor shall keep the Leased Premises in clean and sanitary conditions at all times in accordance with the rules and regulations of UP Baguio.

5.2 The Lessor shall undertake all major and extraordinary repairs on the Leased Premises at its own cost. However, repairs which are attributable to the willful acts, fault or negligence of the Lessee, its officers, agents, employees, suppliers or guests, shall be solely done at the expense and for the account of the Entity.

5.3 In the event that structural or hidden defects, natural hazards, or force majeure shall render the Leased Premises untenable, the Lessor shall immediately provide the Lessee, if possible, with facilities of equal specifications as the Leased Premises within the same building, at no additional cost.

5.4 The Lessee shall not make any alterations, additions, or improvements on the premises without the written consent of the Lessor.

5.5 Any improvement of whatever nature, whether temporary or permanent, shall be at the expense of the Lessee and shall become part of the Leased Premises, and shall belong to the Lessor after the specified Term of the lease.

6. NOTICES

Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Contract shall be in writing and sent by the concerned Party's Authorized Representative(s) through any of the following modes:

6.1 By courier or personal delivery to a Party's address as stated in this Contract;

6.2 By electronic mail to the following email addresses:

For the PCC:	kvtanate@phcc.gov.ph
	oed@phcc.gov.ph
For the UP Baguio:	oc.upbaguio@up.edu.ph
	ovca.upbaguio@up.edu.ph

or such other email addresses, as a Party may notify the other Party by written notice sent in accordance with this Clause.

A notice is deemed to have been received at the time of actual receipt if such notice is given by courier or personal delivery. If written notice is given by electronic mail, the notice is deemed to have been received at the time of transmission of said electronic mail on a business day.

7. AUTHORIZED REPRESENTATIVES

The Parties hereby designate the following person as their representative. Authorized Representatives, who shall be responsible for the implementation or enforcement of this Contract:

For the PCC:	**Kenneth V. Tanate, PhD** Executive Director
For the UP Baguio:	**Dr. Joel M. Addawe** Chancellor

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Contract. Any change in the designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

8. TERMINATION

Either Party may terminate this Contract, at any time for its convenience if the existence of conditions is determined to cause the Contract implementation to be economically, financially, or technically impractical and/or unnecessary, such as but not limited to

fortuitous event/s or changes in law and national government policies, subject to relevant laws and rules and regulations.

This Contract may be terminated by any of the Parties by service of a written notice of termination at least ten (10) working days before the date of the intended termination.

9. DISPUTE SETTLEMENT

The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Contract. In case of failure to amicably settle such disputes, any and all actions or suits shall be filed with or instituted with the proper courts of Baguio City, to the exclusion of all other venues.

10. AMENDMENTS

Any revisions, amendments, repeals, and supplements to this Contract shall be made upon mutual written agreement by the Parties.

11. SEPARABILITY

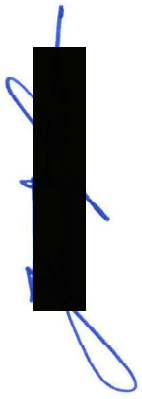
If any of the provisions contained in this Contract shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Contract shall be effective as delivery of a manually executed counterpart of this Contract.

[*Signature page follows.*]

IN WITNESS whereof, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



For the **PHILIPPINE COMPETITION COMMISSION**

By: [redacted]

KENNETH V. TANATE, PhD
Executive Director
Head of the Procuring Entity

WITNESS:

[redacted]

JOHN HUBERT M. GUAMOS
Executive Assistant III
Office of the Executive Director

[*Signature page of UP Baguio follows.*]

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

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this MAY 05 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	GSIS UMID 006-0100-6833-7	Quezon City

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract of Lease consisting of six (6) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is his free and voluntary act and deed, as well as that of his principal.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 117;
Page No. 23;
Book No. IV;
Series of 2025.

ATTY. FIDEL RICO Y. NINI
NOTARY PUBLIC
ROLL NO. 79010
QUEZON CITY, PHILIPPINES

ATTY. FID[redacted] Y. NINI, CPA
Notary Public for Quezon City
Appointment No. NP-233
Until 31 December 2025
PTR No. 7122989 / 21 Jan 2025 / Quezon City
IBP No. 504466 / 10 Jan 2025 / Quezon City Chapter
Roll of Attorneys No. 79010
MCLE Compliance No. VIII-0023674
Avida Vita Tower 2, Brgy. Bagong Pag-asa, Quezon City

[redacted]

For the **UNIVERSITY OF THE PHILIPPINES BAGUIO**

By:

[redacted]

DR. JOEL M. ADDAWE
Chancellor
Authorized Representative

WITNESS:

[redacted]

JERICO B. BACANI, Dr. rer. nat.
Vice Chancellor for Administration

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

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in Baguio City, this 5 May 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
JOEL M. ADDAWE	P701999232B	21 June 2021/ DFA Baguio

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Contract of Lease consisting of six (6) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is his free and voluntary act and deed, as well as that of his principal.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 21;
Page No. 5;
Book No. II;
Series of 2025.

[redacted]
JOSE ROMUALDO C. CARPIO III
Notary Public for Baguio City
N.A. 156-NC-25-R
valid until Dec. 31, 2026
Roll of Attorney's No. 73602
PTR No. 7618296/ 1/02/2025 Baguio City
IBP No. 487960/ 12/27/2024 Pasig City
Unit 1B-D BARP Center, Buhagan Road, Baguio City
Contact No.: +63 995 485 9833