

**REGISTRATION AGREEMENT**  
*Manufacturing Firm*

**Note: SAMPLE ONLY**  
**PIA TO FINALIZE**

**KNOW ALL MEN BY THESE PRESENTS:**

This agreement made and entered into by and between:

**PHIVIDEC INDUSTRIAL AUTHORITY (PIA)**, a government owned corporation duly organized and existing by virtue of Presidential Decree No. 538, as amended, with principal office address at Mindanao Container Terminal Complex, Administration Bldg., Municipality of Tagoloan, Province of Misamis Oriental, herein represented by its Administrator/CEO, **ATTY. FRANKLIN M. QUIJANO**, as evidenced by its Board Resolution No. \_\_\_\_\_, Series of 20\_\_ herein marked as *Annex "A"*, hereinafter referred to as **"PIA"**;

-and -

\_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines and registered with the Securities and Exchange Commission (SEC) under Registration No.\_\_\_\_ dated \_\_\_\_\_, with principal office address at \_\_\_\_\_, herein represented by its \_\_\_\_\_, \_\_\_\_\_, as evidenced by its Board Resolution dated \_\_\_\_\_, herein marked as *Annex "B"*, hereinafter referred to as the **"REGISTRANT"**;

Witnesseth that:

**WHEREAS**, the Registrant has filed an application with PIA for registration as a PIE-MO processing enterprise, to engage in the \_\_\_\_\_;

**WHEREAS**, PIA finds that the project of the Registrant is feasible in its technical, financial, management and marketing aspects;

**WHEREAS**, PIA under its Board Resolution No. \_\_\_\_\_ Series of 20\_\_, approved the application of the Registrant;

**NOW THEREFORE**, in view of the foregoing premises and the mutual covenants and undertakings herein provided, the parties hereto have agreed as follows:

**SECTION 1. REGISTRANT'S RIGHT TO OPERATE.** The registration of the Registrant as a PIE-MO processing enterprise shall entitle it to conduct and operate its business inside the PHIVIDEC Industrial Estate-Misamis Oriental (PIE-MO) in accordance with the representations, commitments and proposals set forth in its application, including its project feasibility study which forms an integral part hereof, subject to such terms and conditions herein provided.

**SECTION 2. SCOPE OF REGISTRANT'S REGISTERED ACTIVITY.** The scope of Registrant's registered activities shall be limited to engage in the manufacture of \_\_\_\_\_. In the event that the Registrant decides to engage in a new or additional product line, directly or indirectly related to its registered activity, it shall apply to PIA for the latter's approval.

**SECTION 3. PUBLIC SAFETY AND LABOR STANDARDS.** The Registrant will see to it that its operations during the course of manufacture or production will not endanger public safety or public health nor violate the anti-pollution requirements of the government and shall comply with the dental, medical, occupational health and safety laws, regulations and standards of the Labor Code of the Philippines, as amended, as well as the other provisions therein and rules and regulations promulgated there under and other labor laws and regulations governing labor relations, fixing of minimum wage, terms and conditions of employment, etc.

**SECTION 4. DEFAULT.** Any material violation or default in the performance of the covenants, obligations and special conditions set forth in this Agreement by the Registrant shall constitute a ground for PIA to revoke or cancel this Agreement upon prior and judicial action if no corrective measures satisfactory to PIA are instituted within sixty (60) days from receipt of notice of such default or violation. Provided, that PIA shall be entitled to all damages that it may have suffered by reason of such default or violation.

In the event Registrant refuses to pay damages, interest, fees, unpaid accounts or other outstanding obligations which the Registrant may owe to PIA, notwithstanding prior demand, PIA is hereby constituted irrevocably as attorney-in-fact of the Registrant with the power to remove, store temporarily or sell or dispose of any goods and all goods, machinery, equipment, merchandise, raw materials, furniture and other assets located in the premises of the Registrant and to apply the proceeds of such sale to whatever damages, interest, fees, unpaid accounts or other outstanding obligations which the Registrant may owe to PIA.

**SECTION 5. SUSPENSION OF OPERATIONS.** In case of suspension of operations by the Registrant at any time during the effectivity of this Agreement for a continuous period of sixty (60) days, unless this period is extended upon prior application by the Registrant and prior written approval of PIA on meritorious grounds, or in case of permanent withdrawal or cessation from its registered operations in PIE-MO, whether voluntary or involuntary, PIA shall have the right to enter into the premises of the Registrant as an agent of the latter, either with the use of reasonable force or otherwise, without being liable for prosecution therefore.

PIA is hereby constituted irrevocably as an attorney-in-fact of the Registrant with the power to remove, store temporarily or sell or dispose of any goods and all goods, machinery, equipment, merchandise, raw materials, furniture and other assets located in the premises of the Registrant and to apply the proceeds of such sale to whatever damages, interest, fees, unpaid accounts or other outstanding obligations which the Registrant may owe to PIA.

**SECTION 6. PIA EXEMPT FROM LIABILITY.** The Registrant shall keep, and hold PIA free from liabilities, penalties, losses, damages, expenses, cause of action, claims and/or judgments arising out of or by reason of any injury or liability caused by any person(s), from any cause or causes whatsoever relating to the operations of the Registrant's business during the effectivity of this Agreement.

The Registrant recognizes the right of PIA to conduct an inventory of its machinery, equipment, stocks of finished or semi-finished products, work-in-process, raw materials, supplies and other assets, at any reasonable hour of the day upon notice given by PIA to be conducted by its duly authorized PIA representative.

The Registrant shall not prevent, obstruct, impede or otherwise frustrate the exercise of this prerogative by PIA.

It is understood that in the exercise of this power to conduct an inventory, PIA acting through its duly authorized representative(s), may break, open any door, window, wall, floor or ceiling of any enclosure where such machinery, equipment or stocks are kept without being liable for prosecution or damages therefore when it is determined that the items/goods to be inventoried are intentionally placed in the enclosure to prevent their examination, or when despite due notice as required, the enclosures were locked, sealed or otherwise closed in any manner to prevent entry therein by PIA's authorized representative(s).

PIA shall only employ such force and cause such damage as may be necessary to cause entry into the premises.

**SECTION 7. UTILITIES.** PIA warrants and undertakes that it shall provide the Registrant with a supply of potable water, as well as electricity and telephone services for a fee in a manner that will enable the latter to operate.

The Registrant agrees to pay all the water, electricity and telephone services provided by PIA during the term of this Agreement. In case of delinquency in the payment of such bills, such delinquent payment shall bear an interest at the rate of two percent (2%) a month from date of delinquency without prejudice to the right of PIA to cut-off or to discontinue providing the water, telephone services and electrical supply and/or to the imposition of the appropriate sanctions to the Registrant.

**SECTION 8. CUMULATIVE REMEDIES/NON-WAIVER.** Neither party's receipt of any payment with or without the knowledge of any breach of any covenant hereof, shall not be deemed as waiver of such breach and no waiver of any sum or right hereunder shall be valid unless made in writing and signed by the party waiving said sum or right. No delay or omission in the exercise of any right or remedy accruing to PIA upon any breach by the Registrant of any of the obligation provided in this Agreement shall impair such right or remedy or be construed as a waiver of any such breach thereafter occurring.

**SECTION 9. NOTICE.** Notice required hereunder or by law to be served upon either of the parties shall be in writing and shall be delivered personally or sent by mail to the other at its above specified address or to such other address designated by such party in writing. Notice by registered mail shall be deemed completed after five (5) days from receipt of the registry notice.

**SECTION 10. COST OF SUIT/VENUE OF ACTION.** For all actions brought by either of the parties hereto against the other, the party prevailing in said action shall be entitled to recover the cost of suit and reasonable attorney's fees which shall in no case be less than Fifty Thousand Pesos (P50,000.00).

**SECTION 11. LAWS/ISSUANCES INCORPORATED.** The following shall be deemed incorporated and/or reproduced by reference to form as an integral part of this Agreement, to wit;

- a. Presidential Decree No. 538, as amended.
- b. Implementing Rules and Regulations of P.D. No. 538.
- c. Existing PIA Board Resolutions and those that may thereafter be issued.
- d. Registrant's Certificate of Registration.
- e. Other provisions of laws, rules and executive orders applicable hereto.

**SECTION 12. SPECIAL CONDITIONS.** The special conditions of this Agreement are the following, to wit:

- a. Within a reasonable period of time from registration, the Registrant shall secure and submit to PIA its Environmental Compliance Certificate (ECC) and an accepted Environmental Impact

Statement (EIS) issued by the Environmental Management Bureau of the DENR and henceforth, the Registrant shall comply with all the pertinent laws on environmental protection and safety before they can start the operations.

- b. The Registrant can commence its plant operation immediately upon issuance of the Certificate of Registration and Lease Contract of the \_\_\_\_\_ where the plant will locate. The Registrant shall notify the PIA administrator in writing of the date of Start of Commercial Operations (SCO) prior to said date. Any amendment / adjustment in start of commercial operation as indicated in its schedule of SCO submitted to PIA shall be subject to the latter's approval. The Registrant shall file its application for said amendment within one (1) year from the date of occurrence of cause of delay.
- c. PIA shall be allowed upon prior notice and arrangement during office hours to conduct an inventory audit of the Registrant plant and/or buildings, machineries and equipment, etc., for purposes of assessment of the value of real properties in order to determine the real property tax due thereon.
- d. The Registrant shall comply with all the periodic reportorial requirements of PIA. It shall furnish PIA copies of reports which by law or regulations it is required to submit to the National Statistics Office (NSO), Bangko Sentral ng Pilipinas (BSP), Department of Labor and Employment (DOLE), Bureau of Internal Revenue (BIR), Social Security System (SSS), and Securities and Exchange Commission (SEC), covering its operations, capital investment and other matters in its operations.
- e. Any expansion of this project shall require prior approval of PIA.
- f. The Registrant shall not engage in any activity outside of its PIA's registered activities.
- g. The Registrant shall avail of PIA's existing registered contractors/manpower agencies. In the event the Registrant opts to utilize its own contractors/manpower service, the Registrant should also require its contractor(s) and its sub-contractors manpower, janitorial and security agencies, to be registered with PIA as service firms operating inside the Estate prior to the agencies operation;
- h. The Registrant shall take such measures to ensure that its premises, including open grounds, are properly maintained.
- i. The Registrant shall promptly pay its real property taxes and other monetary obligations when due without need of judicial and extra-judicial demand from PIA.
- j. The Registrant shall give priority to hire qualified residents of the Municipality of Tagoloan and Villanueva, as the case may be, with the proper coordination from the LGU in accordance with Republic Act No. 6685.
- k. The Registrant shall immediately inform and notify PIA in writing any vital information affecting its corporate existence, which among others include, changes in its corporate name, ownership and/or corporate control, change of address of its principal office and etc.

**SECTION 13. EFFECTIVITY.** This Agreement shall take effect immediately upon its execution hereof.

**IN WITNESS WHEREOF,** the parties hereto have signed this \_\_\_ day of \_\_\_\_\_, 20\_\_ at PHIVIDEC Industrial Authority (PIA), MCT Complex, Municipality of Tagoloan, Province of Misamis Oriental, Philippines.

**PHIVIDEC INDUSTRIAL AUTHORITY**  
(PIA)

\_\_\_\_\_  
(REGISTRANT)

BY:

BY:

**ATTY. FRANKLIN M. QUIJANO**  
Administrator/CEO

\_\_\_\_\_  
(Name and Position)

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**A C K N O W L E D G M E N T**

REPUBLIC OF THE PHILIPPINES....)  
Municipality of Tagoloan..... ) S.S.  
Province of Misamis Oriental..... )

**BEFORE ME,** this \_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared the following:

**NAME**

**CTC /Passport No.**

**Issued on / Issued at**

**ATTY. FRANKLIN M. QUIJANO**

(Name of Representative)

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

Said instrument refers to a Registration Agreement consisting of five (5) pages including this page whereon this acknowledgment is written signed by the parties and their witnesses on each and every page hereof and sealed with my notarial seal.

Doc. No. \_\_\_;  
Page No. \_\_\_;  
Book No. \_\_\_;  
Series of 20 \_\_.