



Republic of the Philippines  
**DEPARTMENT OF FINANCE**

Roxas Boulevard Corner Pablo Ocampo, Sr. Street  
Manila 1004

09 July 2021

**MARIA ALMASARA CYD N. TUAÑO-AMADOR**

Deputy Governor

**Bangko Sentral ng Pilipinas**

A. Mabini St., and Pablo Ocampo Sr. Streets,  
Malate, Manila

**Subject: NOTICE TO PROCEED**

**Dear Deputy Governor TUAÑO-AMADOR:**

In view of the award of the contract to the Bangko Sentral ng Pilipinas (BSP), you are hereby given Notice to Proceed for the lease of office space located at the 5<sup>th</sup> Floor EDC Building of the BSP for the use of One-Stop Shop Inter-Agency Tax Credit and Duty Drawback Center covering the period 01 January 2018 to 31 December 2021.

The effective date of the Contract is upon receipt of this Notice.

Very truly yours,

*Bani H. Agabin*  
**BAYANI H. AGABIN**  
Undersecretary

*Mark Dennis Y.C. Joven*  
**MARK DENNIS Y.C. JOVEN**  
Undersecretary

CONFORME:

*MA. CYD N. TUAÑO - AMADOR*  
**MARIA ALMASARA CYD N. TUAÑO-AMADOR**

Date: 30 July 2021



## CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into by and between:

**BANGKO SENTRAL NG PILIPINAS**, a government instrumentality created and existing by virtue of Republic Act No. 7653, with main office at corner A. Mabini and Pablo Ocampo, Sr. Streets, Malate, Manila, represented by its Deputy Governor, Corporate Services Sector, **DR. MARIA ALMASARA CYD N. TUAÑO-AMADOR**, who is duly authorized for the purpose, and hereinafter referred to as the **LESSOR**;

-and-

**DEPARTMENT OF FINANCE**, a government agency created and existing by authority of Executive Order Nos. 127-A and 292, with principal office at DOF building, Bangko Sentral ng Pilipinas Complex, Roxas Boulevard, Manila, represented herein by its duly authorized representatives, **MR. BAYANI H. AGABIN** and **MR. MARK DENNIS Y.C. JOVEN**, in their capacity as Undersecretaries, hereinafter referred to as the **LESSEE**.

### WITNESSETH:

**WHEREAS**, the LESSOR is the owner of the EDPC Building located at the Bangko Sentral ng Pilipinas Main Complex, corner A. Mabini and P. Ocampo Sr. Streets, Malate, Metro Manila;

**WHEREAS**, in a Contract of Lease dated 20 February 2002 entered into by and between the LESSOR and the LESSEE and acknowledged before Atty. Vencent L. Salido, Notary Public for and in the City of Manila and registered in his Notarial Register as Document No. 485, Page No. 98, Book No. I, Series of 2002, the LESSOR agreed to lease out to the LESSEE an office space with an area of 409.31 square meters, more or less, at the Fifth Floor, EDPC Building for use of the One-Stop Shop Inter-agency Tax Credit and Duty Drawback Center;

**WHEREAS**, said lease contract was renewed several times, the latest renewal of which was based on a reduced area of 180.10 square meters located at Rm.503, 5<sup>th</sup> Floor, EDPC Building, which expired on 31 December 2017;

**WHEREAS**, the LESSEE has signified its intention to continue the lease of the subject office space. However, the LESSEE was only able to submit to the LESSOR its proposed Renewal Contract of Lease covering the period of 01 January 2018 to 31 December 2019, together with copies of (i) Certificate of Availability of Funds (CAF) dated 21 February 2019 indicating "the allotment available and obligated equivalent to a total rental of Php 1,025,100.36 for 01 January 2018 to 31 December 2018" and (ii) CAF dated 18 September 2019 indicating the "allotment available and obligated equivalent to a total rental of Php 1,127,610.48 for 01 January to 31 December 2019."

**WHEREAS**, in a meeting dated 13 December 2019, the LESSEE agreed to execute a new contract with the LESSOR covering the period 01 January 2018 to 31 December 2020 to be able to continuously occupy the same premises and pay the corresponding charges to the LESSOR for the previous and succeeding years. The monthly rental rates agreed upon are ₱ 484.00 per square meter for offices located on the ground floors and ₱ 423.50 for



those on higher floors for 2018, P532.40 per square meter for offices located on the Ground Floors and P465.85 for those on higher floors for 2019, and ₱585.64 per square meter for offices located on the Ground Floors and ₱512.44 for those on higher floors for 2020, based on the rental rates approved by the Deputy Governor, CSS of the LESSOR on 19 February 2018, 19 January 2019 and 19 December 2019.

**WHEREAS**, in a letter dated 02 January 2020 the LESSEE formally expressed its intention to continue the lease of the subject office space for the period covering 01 January to 31 December 2020. However, the parties were unable to execute a contract of lease before the end of 2020 due to adjustments in their operational setup and implemented flexible work arrangements because of the COVID-19 pandemic.

**WHEREAS**, in a letter dated 21 December 2020, the LESSEE formally signified its intention to continue the lease of the subject office space from 01 January 2021 to 31 December 2021.

**WHEREAS**, in their meeting on 27 May 2021, the parties agreed to include the period 01 January to 31 December 2021 to their Contract of Lease, which will cover a period of four (4) years from 01 January 2018 to 31 December 2021. Also, the LESSEE confirmed the validity of its issued CAF dated 21 February 2019 for January 01 to December 2018 rentals and 18 September 2019 for January 01 to December 31, 2019 rentals, respectively.

**WHEREAS**, on 21 July 2021, the LESSEE submitted the (i) CAF dated 16 July 2021 indicating the "allotment available and obligated equivalent to a total rental of Php 1,240,383.51 for 01 January 2020 to 31 December 2020," and (ii) CAF dated 16 July 2021 indicating the "allotment available and obligated equivalent to a total rental of Php 1,240,383.51 for 01 January 2021 to 31 December 2021."

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants and stipulation hereinafter contained, the LESSOR hereby leases unto the LESSEE, and the latter hereby accepts from the former the Leased Premises subject to the following terms and conditions:

1. **LEASED PREMISES.** This Contract shall be for the lease of 180.10 square meters office space located at Rm.503, 5<sup>th</sup> Floor, EDPG Building;
2. **PERIOD OF LEASE.** This contract shall be for a period of four (4) years only commencing on 01 January 2018 and expiring at midnight of 31 December 2021;
3. **OPTION TO RENEW.** This Contract may be renewed, on or before its expiration date, for a period of one (1) year at the option of the LESSEE subject to the approval of the LESSOR. The LESSEE shall submit a written Notice of Intent to renew the Contract at least two (2) months before the expiration date of this Contract, together with a Certification of Availability of Funds ("CAF") showing that funds have been earmarked or appropriated for the lease of BSP premises. Unless otherwise modified by any of the parties, the Renewal Contract of Lease shall be subject to the same terms and conditions of this Contract upon mutual agreement of both parties. If notice and the requisite CAF are not given in the manner provided herein within the time specified, this option shall be forfeited;

Should the parties opt to renew this Contract, the monthly rental rate may be subject to a **yearly escalation rate** of fifteen percent (15%) effective Y2022 at the option of the LESSOR;



4. **MONTHLY RENTAL.**

Applicable Period/Year		Rental Rate	
from	to	Amount/sq.m.	Total Monthly
01 January 2018	31 December 2018	PhP 423.50	PhP 76,272.35
01 January 2019	31 December 2019	PhP 465.85	PhP 83,899.59
01 January 2020	31 December 2020	PhP 512.44	PhP 92,290.44
01 January 2021	31 December 2021	PhP 512.44	PhP 92,290.44

The monthly rental rate, as approved by the Deputy Governor, Corporate Services Sector on different dates, shall be as provided in the schedule above for the applicable period/year. The rental rate is exclusive of Value Added Tax (VAT) and other applicable taxes. Charges for utilities, shall be billed additionally and separately by the LESSOR;

5. **UTILITY CHARGES.** The charges for utilities shall be based on actual monthly billings of the electric and water distributors, currently by MERALCO and MWSI, respectively, on a per square meter basis, excluding charges for power consumption for additional load of equipment, such as but not limited to, package type air-conditioners, main frame computer system and the like. Aside from the charges for utilities, the power consumption for additional load shall also be billed separately.

The VAT on the rental rate and utility charges shall be for the account of the LESSEE which shall likewise be billed separately;

6. **USE OF LEASED PREMISES.** The LESSEE hereby agrees and warrants that the leased premises shall be used exclusively for office purposes. The LESSEE is allowed to use the rented premises for any other purpose only upon prior written consent of the LESSOR;

7. **SUBLEASE.** The LESSEE shall not directly or indirectly sublease, assign, transfer, convey or in any way encumber its right of lease on the leased premises or any portion thereof under any circumstances whatsoever;

8. **SIGNS AND ADVERTISEMENT.** The LESSEE may, at its own expense and upon prior approval of the LESSOR or its duly authorized representative put up a sign or signboards within the leased premises and in such appropriate places and manner as may be necessary in its operation;

9. **REPAIRS, CARE AND MAINTENANCE OF LEASED PREMISES.** The LESSEE hereby acknowledges that the leased premises are in good and tenable condition and agrees to keep and maintain the same in such condition;

The LESSEE hereby agrees and binds itself to undertake, at its own expense, ordinary repairs as may be required to maintain the leased premises in good state or repair. It is agreed and understood, however, that the LESSEE shall not start or proceed with any repair works or in any case introduce improvements or make any alterations in the leased premises without the prior written consent and approval of the LESSOR. The parties agree that all improvements or alterations of whatever nature, shall become the exclusive property of the LESSOR upon the expiration of the lease. The LESSEE shall not be entitled to the reimbursement of the cost or value thereof;

10. The LESSEE shall not bring into or store in the leased premises, any inflammable or explosive material or any article which may expose the leased premises to fire;



11. The LESSEE shall comply with all sanitary, security and safety measures which may be promulgated from time to time by the LESSOR. The LESSOR or its duly authorized representatives shall have the right to inspect the leased premises at any reasonable hour of the day;
12. The LESSEE shall be responsible at all times for all acts done by its agents or employees and other persons entering the leased premises insofar as the enforcement of the provisions of the contract is concerned. Any damage or injury to the leased premises which is attributable to the LESSEE, its agents, employees or other third persons who are allowed access to the leased premises shall be promptly repaired by the LESSEE at its own expense;
13. Should the rental herein stipulated, or any part thereof be in arrears or unpaid for three (3) months after receipt of the billing statement, or if the LESSEE shall at any time fail or neglect to perform or comply with any of the covenants, conditions, agreements or restrictions herein stipulated, this Lease Contract shall be automatically terminated and cancelled, and the leased premises shall be vacated by the LESSEE; and
14. The LESSEE and all its employees shall comply with, and abide by, all internal regulations of the LESSOR including House Rules for BSP Tenants (Annex A) Important Reminders to BSP Tenants (Annex B) and COVID-19 Guidelines for BSP Tenants and Outsourced Personnel (Annex C).

IN WITNESS WHEREOF, the Parties have hereunto set their hands on Jul 28 day of 2021, in the City of Manila, Philippines.

**BANGKO SENTRAL NG PILIPINAS**  
Lessor

By:

*MA. CYD N. TUAÑO - AMADOR*  
**MARIA ALMASARA CYD N. TUAÑO-AMADOR**  
Deputy Governor

**DEPARTMENT OF FINANCE**  
Lessee

*BAYANI H. AGABIN*  
**BAYANI H. AGABIN**  
Undersecretary

*MARK DENNIS Y.C. JOVEN*  
**MARK DENNIS Y.C. JOVEN**  
Undersecretary

SIGNED IN THE PRESENCE OF:

*GLENN C. DELA CRUZ*  
**GLENN C. DELA CRUZ**

*ALVIN P. DIAZ*  
**ALVIN P. DIAZ**



## ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared **MARIA ALMASARA CYD N. TUAÑO-AMADOR**, in her capacity as Deputy Governor, Corporate Services Sector, with company (BSP) ID No.100525 issued in Manila, known to me and to me known to be the very same person who executed the foregoing Contract and who acknowledged to me that the same is her free and voluntary act and deed and that of the Bangko Sentral ng Pilipinas.

This instrument consists of six (6) pages including this page whereon the acknowledgement is written, duly signed by the parties and their instrumental witness on each and every page thereof.

**JUL 28 2021**

**WITNESS MY HAND AND SEAL**, in the city of Manila, Philippines, this \_\_\_\_ day of \_\_\_\_.

NOTARY PUBLIC

**ATTY. JOSHUA P. LAPUZ**  
Notary Public for and in Makati City  
Appointment No. N-65 until 12/31/2021  
PTR No. 8551012, Jan. 4, 2021 until Dec. 31, 2021 Makati City  
Roll No. 45790, 187, License No. 04897  
MCLE No. VI-0016165 / Jan. 14, 2019  
G/F Fedman Suites 199 Salcedo Street,  
Legaspi Village, Makati City

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Page No. 11  
Book No. 11  
Series of 11



## ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared **BAYANI H. AGABIN** and **MARK DENNIS Y.C. JOVEN**, in their capacity as Undersecretaries of the Department of Finance with Tax Identification Nos. ~~132-571-956~~ and ~~167-305-430~~ respectively, known to me and to me known to be the very persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and that of the institution that they represent.

This instrument consists of six (6) pages including this page whereon the acknowledgement is written, duly signed by the parties and their instrumental witness on each and every page thereof.

WITNESS MY HAND AND SEAL, in the city of Manila, Philippines, this JUL 28 2021 day of \_\_\_\_\_.

NOTARY PUBLIC

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

**ATTY. JOSHUA P. LAPUZ**  
Notary Public for and in Makati City  
Appointment No. N-66 until 12/31/2021  
PTR No. 8531012 Jan. 4, 2021 Unit. Exp. 31, 2021 Makati City  
Roll No. 45790, LRP, LRP No. 04897  
MCLE No. VI-001656 / Jan 14, 2019  
G/F Fedman Suites 149 Sakredo Street,  
Legaspi Village, Makati City



## ANNEX A

### HOUSE RULES FOR BSP TENANTS

1. The Tenant, upon request, may be installed a local telephone line at the rate prescribed by the telephone service provider on a per month per line basis inclusive of VAT. The monthly rental shall exclude long distance/overseas telephone calls, made by or for the account of the Tenant, through the telephone facilities of the Bank.
2. The Bank shall provide air conditioning services to the Leased premises from 8:00 a.m. to 5:00 p.m. No air conditioning services shall be provided outside this period, as well as on Saturdays, Sundays and holidays; Provided that the bank may, at its option, provide air conditioning upon written request by the Tenant, in which case the Tenant shall pay the power consumption charges incurred in connection therewith in an amount as may be determined by the BSP-FMED for every hour, or a fraction thereof; Provided further, That the Bank shall not be liable for any disruption of air conditioning, lighting and power supply services owing to power supply interruptions or other cause beyond the control of the Bank.

Additional power consumption and other charges including the required VAT thereon, if any, shall also be included in the monthly billing of the Tenant.

3. The Tenant shall use the Leased Premises exclusively as office space in connection with the business in which it is engaged as stated in its charter, Articles of Incorporation or letter of application for lease. The Tenant is hereby strictly prohibited from using said premises for any other purpose.
4. The Tenant shall not, directly or indirectly, sublease, assign, transfer, convey, mortgage, or in any way encumber its right of lease over the Leased Premises or any other portion thereof under any circumstances.
5. The Tenant shall at all times and in accordance with BSP standards of appearance and maintenance, keep the Leased Premises neat, clean and in sanitary condition and, accordingly, the Tenant shall undertake, at its own expense, all repairs, necessary or otherwise, which may be required to maintain the same in good condition and appearance, Provided, That the tenant shall not start or proceed with any such repair or work in the Leased Premises without the prior consent of the Bank.
6. The Tenant (a) shall not, without the Bank's prior written consent, make any inscription or post, place, or otherwise display any sign, notice, picture, poster or any advertisement anywhere in or about the Leased Premises on the BSP Main Complex Building; (b) shall not bring into or store inside the Leased Premises, any flammable, explosive or toxic goods or materials which may expose to danger the Leased Premises or the BSP Building or any of its occupants; (c) shall not do or cause to be done any act or thing which will increase the insurance value of the building against fire, earthquake or other calamities, or render void the whole or part of any policy of such insurance; (d) shall not use the lobbies, corridors and patios of the building except as passageways to go in and out of the Leased Premises; (e) shall not conduct any business not related to the functions of the office, or otherwise engage in any economic activity inside the Leased Premises or in any portion of the BSP Building or any of its surrounding areas constituting part of the BSP Complex; and (f) shall not indulge in any illegal, immoral or criminal activity inside the Leased Premises.

The Tenant shall not make or permit any disturbing noise or annoying sound caused by appliances or devices, including, but not limited to, musical instruments, audio or video equipment and television sets, within the Leased Premises or permit anything to be done by itself or such other persons which will interfere with the rights, comfort or convenience of the other occupants.

8. The Tenant shall also comply with the following and other rules and regulations which may hereafter be promulgated:



- a. All personnel must be properly selected, attired and able to communicate effectively and adequately in English and Filipino;
- b. The health of the personnel including the sanitation of the premises shall be emphasized, no eating shall be allowed inside the Leased Premises;
- c. For security and monitoring purposes, overtime service after 5:00 p.m. on weekdays and on Saturdays, Sundays and holidays must be approved by the duly authorized BSP representative.

9. COVID-19 Measures

- a. The Tenant shall not deploy personnel that exhibit symptoms associated with COVID-19, or that known to it to have history of relevant travel or exposure to persons with a confirmed or probable case of COVID-19, whether symptomatic or asymptomatic.
- b. The Tenant shall ensure that all personnel to be deployed to BSP shall strictly observe precautionary measures implemented by the latter (e.g. physical distancing, frequent hand washing, wearing of face masks, and temperature checks at entry points, and such other measures that will be issued by the BSP) to keep the workplace free from COVID-19 and to prevent its transmission.
- c. The Tenant shall supply the necessary personal protective equipment (PPE) and related supplies to all its personnel, such as face masks, in connection with the performance of their duties.
- d. As may be directed by BSP, the Tenant shall require its personnel to undergo COVID-19 tests to be carried out by a testing center accredited by the Department of Health.
- e. Any infraction committed by the personnel against COVID-19 measures shall be a ground for BSP to request for replacement and/or termination of the deployment of said personnel.

10. The Tenant shall be responsible at all times for all acts done by its agents, employees and guests entering the Leased Premises insofar as the enforcement of the provisions of the Contract is concerned. Accordingly, any damage or injury to the Leased Premises due to the fault of the Tenant, its agents, employees, clients, guests and other persons who may have gained access to the Leased Premises upon the Tenant's permission shall be repaired promptly by the Tenant at its own exclusive expense. Moreover, the Bank shall not be responsible for any loss or damage which the Tenant may sustain in the Leased Premises, unless such loss or damage arises from the willful misconduct or gross negligence of the Bank.

11. The Tenant has inspected the Leased Premises and acknowledges that it satisfies all of his need and requirements and accordingly no repairs, alterations, additions or improvements shall be done in or to the Leased Premises. However, nothing shall be construed to prohibit the Bank from making such repairs, alterations, additions or improvements in or to the Leased Premises which the Bank may deem necessary or advisable for the preservation, safety, improvement or appearance of the Leased Premises of the BSP Building, provided, that the Bank is not obligated to undertake such repairs, alterations, additions or improvement; Provided further, that in the event the Bank shall undertake such repairs, alterations, additions or improvements, within a reasonable time, the Tenant shall not be entitled to claim any loss or damage on account of necessary work that the Bank may order to be done in the building and which in any way may interrupt its use of the Leased Premises.

12. The Bank shall have the right to inspect or visit the Leased Premises at any reasonable hour of the day and the right to enter the same whenever it is reasonably necessary for the exercise of any of its rights.

13. The Tenant shall not bring into, or carry out of the Leased Premises or the BSP Building any office equipment, furniture, supplies and materials and appliances without securing Property Pass In/Pass Out from the Facilities Management and Engineering Department (FMED) of this Bank. Provided that the Bank, through FMED, reserves the right to prescribe restrictions as to weight and kind of



such item/s to be allowed inside the Leased Premises, designate its location thereat, and impose appropriate power charges for the use/operation of such equipment and appliances inside the Leased Premises.

14. In the event that the Leased Premises are destroyed or rendered untenable by fire or other unavoidable casualty, the Bank may, at its option and without being liable to the Tenant, terminate this Contract or repair the damage to the Leased Premises; Provided, that during such period of repair, the payment of rent shall be suspended. Provided, further, That if the destruction is the result of any fault or negligence on the part of the Tenant or any of its employees, agents, clients, customers or guests, the agreed rental shall remain due and payable. In such case, it is understood that the cost of repair works shall be for the account of the Tenant.
15. The Tenant shall remove all furniture, fixtures, equipment, supplies and materials and appliances and all other property items of whatever kind and nature belonging to it and located within the premises by 12:00 midnight of the last day of the term of the lease, duly covered by a Property Pass Out from FMED.
16. If the Leased Premises are not surrendered at the end of the term of the lease, the Tenant shall be responsible to the Bank for all damages which the Bank shall suffer by reason thereof and shall indemnify the Bank against all claims made by any succeeding tenant against the Bank resulting from any delay by the Bank in delivering possession of the Leased Premises to such succeeding tenant, insofar as such delay is occasioned by failure of Tenant to surrender the Premises.
17. Upon notice of termination, FMED shall officially advise the Tenant to turn over all keys of the Leased Premises in its possession to the Bank, through the Security Services Department (SSD). SSD, in turn, shall issue a clearance that said Tenant has returned the keys of the Leased Premises, copy furnished FMED.

-End-



## ANNEX B

### IMPORTANT REMINDERS TO BSP TENANTS

#### 1. Food and Drinks

There shall be no cooking inside the Premises. No bringing in of food catered or ordered from outside during operating hours.

#### 2. Properties

Properties brought inside BSP must be covered by a Property Pass In (PPI) form approved by duly authorized BSP representatives.

Properties to be moved out of the BSP Premises must also be covered by a Property Pass Out (PPO) form approved by duly authorized BSP representative.

#### 3. Security

- Wearing of ID cards by personnel/staff upon entry into and while inside the BSP Premises.
- Visitors to pass through the designated entry/exit doors.
- Presentation of bags, etc. at entrances for routine inspection.
- Coordination with BSP security for clearance regarding entry of firearms and/or weapons.
- Highly flammable property items/equipment including home appliances are not allowed inside the premises.

#### 4. Additional Security Measures against Corona Virus Disease 2019.

- Entrance shall be at the designated entry points only.
- Wear face mask and/or face shield prior to entry and while inside the BSP premises. A "No face mask and/or face shield, no entry" policy will be strictly enforced.
- Accomplish health declaration form.
- Undergo temperature check at the entrance gate.
- Observe physical distancing.
- Those who are observed to have fever or other symptoms of acute respiratory illness (e.g., cough or shortness of breath) will not be allowed entry into the BSP.
- Packages and documents shall be received at the central receiving area. Disinfection of packages and documents shall be done.

#### 5. Dress Code

Strictly no wearing of undershirts or sandos, slippers, running shorts or other shorts of similar attributes or other clothing deemed inappropriate as office attire while inside the BSP premises to maintain the dignity of the Bank.

#### 6. Smoke Free Zone

BSP is a certified Smoke Free Zone. Smoking inside the building premises and within the BSP Main Complex is strictly prohibited.

#### 7. Decors, Plants, etc.

BSP decorative paintings, plants, etc. are not provided for Tenants.

#### 8. Overtime Inside Leased Rooms

For security and monitoring purposes, overtime service inside the Leased Premises after 5:00 p.m. on weekdays and on Saturdays, Sundays and holidays must be approved by the duly authorized BSP representative.



## ANNEX C

### COVID-19 Guidelines for BSP Tenants and Outsourced Personnel

#### Background

To ensure that the BSP and its facilities maintain a safe and COVID-free workplace, the following **guidelines** shall be observed by tenants and outsourced personnel reporting to the BSP and its facilities:

#### Definition of Terms

1. **Contact tracers** – refer to personnel designated by tenants and service providers to perform coordination and contact tracing functions for confirmed COVID-19 positive cases.
2. **COVID-19 test** – BSP-identified test to determine whether a personnel is positive or negative of COVID-19
3. **Marshals** – refer to personnel designated by tenants and service providers to monitor the health conditions of personnel reporting to BSP facilities
4. **Outsourced Personnel** – refer to non-BSP personnel deployed at BSP facilities sourced through a third party provider to perform a specific job, work, or service.
5. **Service Provider** – refer to third party providers of manpower services.
6. **Tenants** – refer to non-BSP personnel who hold office and conduct business within BSP facilities.

#### Guidelines

1. Prior to deployment to the BSP, all non-BSP personnel are required to have negative COVID-19 test results,<sup>1</sup> and secure clearance from the Health and Wellness Department (HWD). Consolidated test results shall be submitted by the tenants and service providers to the concerned BSP departments/offices.<sup>2</sup>

<sup>1</sup> Type of COVID-19 Test shall be as prescribed by the BSP Task Force COVID through the health and Wellness Department which should be consistent with the current protocols of the Inter-Agency Task Force for Emerging Infectious Diseases and the Department of Health

<sup>2</sup> **For Tenants:** FMED for BSP HO, DGS for SPC, and concerned Administrative Officer (AO) for the ROBs, if any;  
**For Outsourced Personnel (OP):** Security Services Department for security services; Information Technology Office for IT-related manpower services; FMED for those deployed at the BSP HO under its institutionalized contract of services (i.e. janitorial services, gardeners, OBMS, etc.); DGS, and AOs for janitorial services, gardeners and OBMS in the BSP SPC, and ROBs respectively; Human Resource Development Department for those deployed under the institutionalized contract/s of services being managed by said department; and other end-user departments/offices for their respective OP.



2. Should personnel exhibit flu-like symptoms, or be identified as a close contact of an identified COVID-19 positive case, he/she shall undergo the necessary health measures<sup>3</sup> including the BSP-prescribed COVID-19 test. Results shall be reported to designated contact tracers who shall then coordinate with concerned BSP departments/offices.
3. Tenants and outsourced personnel who are considered frontliners<sup>4</sup> shall undergo a quarterly COVID-19 tests and submit consolidated results to designated marshals for submission to BSP designated departments and offices for monitoring.
4. Tenants and service providers shall ensure that deployed personnel are fit to work, and are not showing symptoms of or infected with COVID-19, with no prior history of relevant travel or exposure to persons with confirmed or probable case of COVID-19, whether symptomatic or asymptomatic.
5. All non-BSP personnel shall ensure compliance to the daily health screening at BSP entry points prior to entry to BSP facilities.
6. Tenants and service providers shall designate marshals to monitor health conditions of staff who report to BSP facilities and ensure compliance with the health and safety protocols of the BSP such as:
  - a. Wearing of face masks and/or face shield;
  - b. Practice of proper hand hygiene;
  - c. Practice and maintenance of physical distancing, and;
  - d. Observation of good respiratory etiquette, including covering of mouth when coughing and sneezing;
7. Non-BSP Personnel who tested positive to COVID-19 shall:
  - a. Report to Barangay Health Emergency Response Team (BHERT) for monitoring;
  - b. Submit his/her name including the names of their close contacts to contact tracers for coordination with concerned BSP departments/offices and deactivation of ID to restrict access to the BSP facilities;
  - c. Undergo 14-day quarantine; and
  - d. Submit to HWD, copy furnish the concerned BSP department/office, a negative COVID-19 test result and BHERT clearance as soon as available. HWD clearance shall be required prior to entry to BSP facilities.
8. Tenants and service providers shall designate contact tracers to perform contact tracing on identified COVID-19 positive tenants and outsourced personnel. They shall be required to attend briefings conducted by the HWD. The health status (whether symptomatic or

<sup>3</sup> Necessary health measures include isolation or quarantine, consultation, filling out the health monitoring form, etc.

<sup>4</sup> As identified in the Organization Resiliency Manual issued by the Risk and Compliance Office



asymptomatic), nature of quarantine (e.g., home, hospital, or quarantine facility) shall be reported to the concerned BSP department/office.

9. Tenants and service providers shall ensure compliance with the Department of Health, Department of Labor and Employment, Inter Agency Task Force, BSP guidelines, and other issuances from government agencies regarding COVID-19 guidelines and requirements.

Failure to comply with any or all provisions in these guidelines shall be a ground for revocation of access to BSP premises.

-END-

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