

MEMORANDUM OF AGREEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA), entered and executed this [day] day [month] [year], in [area where the MOA will be executed] Philippines, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a National Government Agency, through Field Office - [Indicate Name of the Region] with address at [Complete postal address], represented by its Regional Director, [Complete Name of the concerned Regional Director], shall be referred to as “**FIRST PARTY**”.

and

The **LOCAL GOVERNMENT UNIT (LGU)** of [Name of the Local Government Unit (Format: Municipality/ City, Province)], a political subdivision/ government agency of the Republic of the Philippines with official address at [Complete postal address], represented by its Local Chief Executive, **HONORABLE [Name of the Local Chief Executive]**, shall be referred to as “**SECOND PARTY**”.

The DSWD and the LGU shall hereinafter be collectively referred as “**Parties**”.

WITNESSETH THAT:

WHEREAS, the DSWD is the lead agency for social protection, and is mandated to work towards the achievement of improved capacity and opportunities for the poor, vulnerable, and disadvantaged individuals, families, and communities, to enable them to attain better quality of life, pursuant to Republic Act No. 5416¹ and Executive Order No. 292², series of 1987, both as amended;

WHEREAS, the Republic Act No. 7160³ was enacted to strengthen the autonomy of the LGUs and provide the devolution or transfer of responsibilities in the delivery of various frontline services such as Social Welfare and Development (SWD) Models of Intervention to respond to the emerging needs of the citizens in localities.

WHEREAS, the DSWD has institutionalized the Social Technology Bureau (STB) as its program development arm. Integrated SWD Models of Intervention also known as social technologies (STs) are developed to respond to the emerging needs of target clientele of the agency following the prescribed processes in program development as outlined through DSWD Administrative Order No. 14, series of 2018⁴.

¹ Social Welfare Act of 1968

² Administrative Code of 1987

³ Local Government Code of 1991

⁴ Omnibus Guidelines on Social Technology Development

WHEREAS, the DSWD is mandated to provide capability building activities and other activities related to the implementation of the project per Executive Order No. 15, Series of 1988⁵ where the functions of the DSWD from a direct-service deliverer was redirected to a technical assistance provider as a result of devolution of basic services to Local Government Units (LGUs).

WHEREAS, on 03 July 2018, the Supreme Court released its decision that the “just share” of Local Government Units (LGUs) must be computed from all national taxes and not limited to the national internal revenue taxes based on the Section 6 Article X of the 1987 Constitution and contradictory to the Section 284 of the Local Government Code. This SC ruling was later on referred to as the “Mandanas Ruling”⁶, which is named after the lead petitioner in the case, Batangas Governor Hermilando Mandanas.

WHEREAS, on 01 June 2021, the Executive Order No. 138, series of 2021⁷ was promulgated pursuant to the Mandanas Case Ruling was issued by then President Rodrigo Roa Duterte employing an increase in the Internal Revenue Allotment shares of LGUs and will mean a significant decrease in the fiscal resources of the National Government for its key priorities and commitments in reducing poverty, promoting infrastructure and human capital development and pursuing peace and order.

WHEREAS, the DSWD recognizes the role of the Local Government Units and Non Government Organizations in responding to the emerging needs of the poor, vulnerable and disadvantaged of which the Second Party identified as one of the partners in project or program implementation.

WHEREAS, the DSWD through the STB developed STs to respond to the emerging needs of the Children and Youth, Women, Older Persons, Indigenous Peoples, Internally Displaced Persons, Persons with Disabilities, and Families sectors, anchored to holistic, rights-based, evidence-based and participatory principles.

WHEREAS, the LGU recognizes the emerging needs present within its jurisdiction thus intends to replicate multiple STs that will address the pressing and emerging conditions of a specific sector in social welfare and development with utmost consideration to their age, culture and rights as individuals.

WHEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed as follows:

ARTICLE I OBJECTIVE OF THE PROJECT AND ITS DESCRIPTION

The Omnibus Guidelines on ST Development mandates the STB to formulate SWD Models of Interventions and enhance existing programs and services to address emerging social issues of the poor, marginalized, and disadvantaged sectors.

The ST Development Process follows interlocking phases which are used as part of an iterative process to achieve structured and systematic development of a social technology. The process

⁵ *Redirecting the Functions and Operations of the DSWD*

⁶ *Mandanas, et al. v. Executive Secretary, et al, G.R. Nos. 199802 and 208488 promulgated on 03 July 2018*

⁷ *Full Devolution of Certain Functions of the Executive Branch to Local Governments, creation of a Committee on Devolution, and for other purposes*

starts from Analysis, Designing, Testing, Evaluation and Promotion and Institutionalization. Under the last phase, the Promotion and Institutionalization, there are two (2) tracks for the evaluated and completed STs 1) institutionalization as a regular program of the DSWD and/or 2) adoption/replication of LGUs or other stakeholders.

Under the replication process, the LGUs are required to sign a binding document in a form of a MOA with the DSWD Field Office if they shall implement the completed STs in their respective localities.

This MOA herein aims to efficiently accomplish the following:

- 1) Define terminologies used;
- 2) Identify two or more STs to be replicated;
- 3) Lay down the roles and functions of both parties in implementing the program;
- 4) Spell out implementation procedure, monitoring and evaluation, among others.

ARTICLE II DEFINITION OF TERMS

The terms defined and used in this MOA shall have the following meaning:

- a) **Emerging Needs** - includes current issues and problems connected to different sectors Children and Youth, Women, Older Persons, Indigenous Peoples, Internally Displaced Persons, Indigenous Peoples, Persons with Disabilities and Families.
- b) **Social Welfare and Development Models of Interventions** - includes programs, projects, services, approaches, and strategies which result in behavior change and improved societal conditions.
- c) **Social Technology** - an innovative SWD model of interventions which utilizes theories and/or tested methods intended to improve social conditions and human behavior of the disadvantaged, poor, and vulnerable Filipinos.

ARTICLE III RESPONSIBILITIES OF THE PARTY

For the purpose of this MOA, the following STs shall be replicated:

- 1) [Name of ST];
- 2) [Name of ST]; and
- 3) [Name of ST].

The **FIRST PARTY** shall:

- 1) Provide necessary technical assistance to the Second Party to ensure that the basic program standards and objectives of the STs replicated are met;
- 2) Provide technical assistance on the use of program manual, training manual, information system and other materials for reference in the implementation of the STs;
- 3) Monitor and conduct regular coordination with the Second Party regarding the implementation of the STs;

- 4) Conduct needs-based capability building activities and training for the Second Party relative to the implementation of the STs;
- 5) Spearhead the formulation of monitoring and evaluation framework and tools in partnership with Second Party and other stakeholders; and
- 6) Serve as subject matter expert during project activities including but not limited to capacity building, lobbying and advocacy, etc. relative to the STs that were replicated.

The **SECOND PARTY** shall:

- 1) Enact and/or approve resolution through the Sangguniang Bayan allowing the Local Chief Executive to enter into a MOA with the DSWD - Field Office for the replication of the abovementioned STs within the locality;
- 2) Provide regular funding allocation in its Annual Investment Plan for the implementation of the of the STs;
- 3) Provide facilities, if deemed necessary, that may serve as a venue for the activities to be undertaken in the implementation of the STs.
- 4) Utilize the whole of community and community-driven development approaches to organize/mobilize a network of stakeholders or volunteers from the community who will assist the project implementation and provide augmentation support for the services and interventions;
- 5) Designate program focal/s or case managers who will do the following:
 - Conduct profiling/database of clients
 - Manage the cases by adopting appropriate Social Work approaches and methods;
 - Identify project beneficiaries and ensure case records are available and updated;
 - Conduct home visits and provide recommendations on appropriate interventions needed;
 - Provide periodic reports to the DSWD as to the status of program implementation as basis for technical assistance.
- 6) Participate in the conduct capability building and other project-related activities spearheaded by DSWD;
- 7) Participate in all activities relative to the implementation of the STs;
- 8) Maintain linkages with other stakeholders for possible referral services of client;
- 9) Ensure the organization, activation, functionality and strengthening of structures at the LGU level in view of existing rules and regulations.

ARTICLE IV COMMITMENT AND CONDITIONS

This agreement imposes commitments between and among the parties, and shall obligate the parties to engage with each other. However, the Second Party will not be restrained to engage in partnership with other groups or agencies to further the delivery or implementation of STs replicated.

No party shall have any right, power, or authority to create any obligation, express or implied, for and on behalf of the other party.

Further, the parties hereby agree that the provisions of this Agreement shall be binding upon the signing of this MOA by their respective official and authorized representative/s. Provided further, that the responsibilities of the parties set herein and the implementation of the

sub-projects shall remain suspended until and unless the following conditions are fully satisfied.

**ARTICLE V
IMPLEMENTATION, MONITORING AND EVALUATION**

The project implementation including the project costing, budgeting, and other financial requirements shall follow the existing government auditing rules and regulations and other provisions under the Local Government Code.

The Monitoring of the STs covered by this Agreement shall be done on a semestral and annual basis. The Evaluation of the STs may be conducted by the two parties within 5 years of implementation. The Second Party shall extend exigent assistance in the process of evaluation as may be requested by the First Party.

**ARTICLE VI
RESOURCES**

Each party shall be responsible for allocating and managing resources to cover costs of implementing the STs and to implement the purpose of this agreement, and to cover activities and matters related to the fulfillment of each party's responsibilities as stipulated in the preceding provisions. The specific number of resources to be committed by both parties including, where applicable, the system for fund transfer will not be allowed. Hence, resource augmentation may be extended through provision of funds, subsidies and accommodation of referrals to existing SWD Models of Interventions implemented by the First Party.

**ARTICLE VII
DESIGNATION OF FOCAL PERSONS**

For the ease of communication, and purposes of giving or receiving notices in view of the implementation of the MOA, the parties shall designate focal persons in the implementation of the STs. The designation shall be done per project to personnel who possess the qualifications and expertise in handling concerns of each sector.

**ARTICLE VIII
ARBITRATION/ ALTERNATIVE DISPUTE RESOLUTION**

In the event that a dispute arises in any of the provisions of this Agreement, the provisions of the Alternative Dispute Resolution (ADR) may be resorted to. The Parties are highly encouraged to undergo ADR in resolving the disputes before resorting to courts.

As much as possible, the parties are likewise encouraged to address their issues amicably.

**ARTICLE IX
PRIVACY AND CONFIDENTIALITY**

The parties agree that it shall not, at any time, after executing the activities of MOA, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of the parties. Data privacy shall be upheld at all times, as applicable, in compliance to the implementing rules and regulations of Republic Act

No. 10173⁸. Further, a Data Sharing Agreement shall be executed between the Parties and a "Third Party" should there be need to share confidential information in the course of the implementation of this Agreement.

ARTICLE X EFFECTIVITY, AMENDMENT AND TERMINATION

This Agreement shall be effective upon its execution and shall continue until all obligations of the parties have been performed, complied or satisfied with. It may not be amended or supplemented except through a written instrument signed by the parties involved in such terms and conditions that may be mutually agreed upon by the parties.

This shall take effect from the date of the signing hereof and shall remain in force even as the signatories has been separated from the agencies that they represent from the time of its approval.

ARTICLE XI MISCELLANEOUS PROVISIONS

- 1) This MOA shall be effective upon its execution and shall continue unless otherwise terminated as mutually agreed by the parties;
- 2) This MOA sets forth all of the agreements, conditions, understanding, warrants and representations among the parties with respect to the services and transactions contemplated hereby, and supersedes all prior agreements and understandings, whether written, oral or otherwise. There are no other agreements, conditions, understandings, warranties or representations, oral or written express or implied among the parties concerning the subject hereof except as set forth herein;
- 3) The parties agree that the program material shared by the First Party shall not be revised nor republished without its consent. The guidelines on branding, republication and presentation promulgated by the first party shall be observed;
- 4) If any provision of this MOA shall be declared prohibited or invalidated under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOA;
- 5) This MOA shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; and
- 6) The parties hereto agree to execute any and all documents or instruments and to perform any and all other acts that are reasonably necessary to accomplish the purpose of this MOA.

⁸ *Data Privacy Act of 2012*

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective signatures on [day] of [month] [year].

Regional Director
Department of Social Welfare and Development
Field Office - Region _____

City/ Municipal Mayor
City/ Municipality of _____
Province of _____

Signed in the presence of:

Head, Social Technology Unit/ Section
Department of Social Welfare and Development
Field Office - Region _____

City/ Municipal Social Welfare and
Development Officer
City/ Municipality of _____
Province of _____

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared the following persons, with their respective Community Tax Certificates as follows:

Name	C.T.C. No.	Date / Place Issued
1. _____	_____	_____
2. _____	_____	_____

all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only _____ (____) page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

Doc No.: _____;

Page No.: _____;

Book No.: _____;

Series of _____.