

MEMORANDUM OF AGREEMENT

Know all Men by These Presents:

This Memorandum of Agreement (MOA) made and entered by and between:

The **OVERSEAS WORKERS WELFARE ADMINISTRATION**, a government agency created by virtue of **Presidential Decree 1694** dated 01 May 1980 and **Presidential Decree 1809** dated 16 January 1981, as amended and strengthened by **Republic Act 8042**, with office address at 7th corner F.B. Harrison Street, Pasay City, Metro Manila, represented herein by its Administrator, **HANS LEO J. CACDAC**, hereinafter referred to as **OWWA**;

-and-

The **UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of **Act No. 1870**, as amended and strengthened by **Republic Act No. 9500**, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **DR. MICHAEL L. TAN**, hereinafter referred to as "**UNIVERSITY**".

WITNESSETH:

WHEREAS, **Republic Act No. 10801 or An Act Governing the Operations of and Administration of the Overseas Workers Welfare Administration** was passed into law on May 10, 2016 to boost the government's capability to serve and promote the rights, interest and welfare of the Overseas Filipino Workers (OFWs) and their families;

WHEREAS, the said law introduces a structural reform in order for OWWA to better fulfill its mandate and respond to the needs of its clientele.

WHEREAS, the said law authorizes the OWWA Board to conduct a management audit and design a new OWWA organizational structure and staffing pattern within 120 days upon the approval of the Implementing Rules and Regulation;

WHEREAS, OWWA has recognized the need to determine the major operational issues in the current OWWA organization structure and staffing complement and recommend measures to address the same and design a new organizational structure and staffing pattern for the agency;

WHEREAS, the **UNIVERSITY OF THE PHILIPPINES** through the **CENTER FOR POLICY AND EXECUTIVE DEVELOPMENT (CPED)**, **NATIONAL COLLEGE OF PUBLIC ADMINISTRATION AND GOVERNANCE (NCPAG)**, is mandated to conduct research, education and training and technical assistance activities in public policy, executive and administrative development and governance in the light of the fundamental changes taking place in government and country;

WHEREAS, **CPED-NCPAG** has the necessary competence, experience, manpower, and expertise in the conduct of the management audit and design of a new staffing pattern of OWWA;

WHEREAS, CPED has expressed its interest in providing technical assistance to OWWA in the management audit and has submitted a project proposal for this purpose, a copy of which is attached and made an integral part of this Memorandum of Agreement;

WHEREAS, OWWA, resolves to enter into a Negotiated Procurement through agency-to-agency arrangement with the UNIVERSITY OF THE PHILIPPINES for the conduct of the management audit and design of OWWA's new organizational structure and staffing pattern in the sum of **ONE MILLION SIX HUNDRED THOUSAND PESOS (Php 1,600,000.00)**, inclusive of all applicable taxes and 10% administrative overhead cost in favor of UP, herein referred to as the "CONTRACT PRICE;"

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE OVERSEAS WORKERS WELFARE ADMINISTRATION

1. **OWWA** shall provide the necessary documents, relevant secondary sources, and list of employees, management rank and file, to be interviewed, and schedule of consultative workshops, and observation of operations and survey, as the Audit may require.
2. **OWWA** shall assign and mobilize a team or point person/s referred to as Technical Working Group that will provide support and work closely with CPED in the implementation of the project.
3. **OWWA** shall provide the necessary administrative support and logistics needed for carrying out components of the project.

ARTICLE II

RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES

1. The **UP Diliman**, through the CPED, NCPAG, shall organize and mobilize a Project Team that will be responsible for undertaking the management audit and necessary activities related to it.
2. The **UP Diliman** shall submit to OWWA an inception report and the detailed methodology of the conduct of the management audit on or before 30 October 2016.
3. The **UP Diliman** shall conduct the data gathering, interviews, focus group discussions, and other activities to effectively come up with the results and recommendations of the management audit.
4. The **UP Diliman** shall submit to OWWA a draft terminal report on the management audit which the OWWA may give the necessary comments, reviews, and suggestions to improve it. After the first round of comments, the CPED, NCPAG shall incorporate the same into the Final Terminal Report, for acceptance of OWWA.

5. The **UP Diliman** shall submit the results and findings of the review of organizational structure, functions and staffing, its recommendations to help OWWA address the identified issues and optimize its operations, and the design of a new OWWA organizational structure and staffing pattern. Only comments and suggestions of OWWA relating to form and grammar shall be entertained after the submission of the Final Terminal Report on 15 February 2016.

ARTICLE III

FINANCIAL ARRANGEMENTS

OWWA shall release to **UP Diliman** the amount of **One Million and Six Hundred Thousand Pesos (PhP 1,600,000.00)**, inclusive of tax and administrative costs, following the subsequent terms of payment:

Deliverables	Target Date for Submission	Conditions of Fund Releases	Payment Schedule
Memorandum of Agreement signed, approved and notarized	31 October 2016	Signed MOA	1st Tranche (10%)
Inception Report and Detailed Methodology	18 November 2016	Accepted Inception Report with Detailed Methodology	2nd Tranche (40%)
First progress report and initial findings of the management audit and submission of the proposed new OWWA organizational structure and staffing pattern	23 December 2016	Accepted progress report	3rd Tranche (25%)
Draft Terminal Report	31 January 2017	Approved Draft Terminal Report	4th Tranche (15%)
Final Terminal Report and Financial Report	15 February 2017	Accepted and approved Terminal and Financial Reports	Final Tranche (10%)

OWWA shall release payment within seven (7) working days upon the acceptance and approval of each deliverables. A five percent (5%) penalty deducted to the Final Tranche shall be imposed on UP for every month of delay in the submission of the Final Terminal and Financial Report, until otherwise amended by OWWA.

ARTICLE IV

EFFECTIVITY AND DURATION

This MEMORANDUM OF AGREEMENT shall commence on 31 October 2016 and shall end on 15 February 2017. Terms of the agreement, except for the project duration which terminates on 15 February 2017, may be amended or modified by mutual agreement of parties.

IN WITNESS WHEREOF, the parties hereto have signed this MOA on the 20th day of Sept. 2016 at Tagaytay City.


OVERSEAS WORKERS WELFARE ADMINISTRATION

By:


HANS LEO J. CACDAC
Administrator

UNIVERSITY OF THE PHILIPPINES

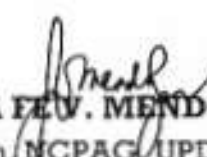
By:


MICHAEL L. TAN
Chancellor

Signed in the presence of


LILIA F. DE GUZMAN

Director, Administrative and
Financial Management Office, OWWA


MARIA FE V. MENDOZA
Dean, NCPAG-UPD

Management Division (RMD)
CERTIFIED TRUE COPY

NOV 20 2016

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

PASAY CITY

) S.S.

BEFORE ME, on this 20th day of September 2016, at the OWWA Center Pasay City, personally appeared the following public officials, namely:

HANS LEO J. CACDAC, with identification Pasaport No. DE 0030144, in representation of the OWWA;

-and-

MICHAEL L. TAN, with UP Employee ID NO. 0201319153, in representation of the UP- NCPAG

known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they respectively represent.

This instrument consisting of five (5) pages including this page on which this acknowledgment is written, has been signed by the parties and their instrumental witnesses on the left hand margin and bottom of each page, refers to a Memorandum of Agreement executed for the purpose/s therein set forth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC

ATTY. ROBERT R. CHUAN

Notary Public

(1503)

UNTIL DEC. 31, 2016

PTR NO. PC4733488 / 1-5-2016 PASAY CITY

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ROLL NO. 40429

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Records Management Division (RMD)

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By

NOV 28 2016

