

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (the "**Agreement**") is made and entered into by and between:

ABS-CBN LINGKOD KAPAMILYA FOUNDATION INC. (formerly ABS-CBN FOUNDATION, INC.), a non-stock, non-profit socio-civic corporation organized and existing under the Philippine laws, with principal office address at Mother Ignacia Avenue corner E. Lopez Street, South Triangle, Quezon City, Metro Manila, duly represented herein by its *Managing Director*, **SUSANNA RACHEL B. AFAN** and its *Chief Finance and Services Officer*, **ANGELITA A. LARA**, and hereinafter referred to as "**ALKFI**";

– and –

The **OVERSEAS WORKERS WELFARE ADMINISTRATION**, an agency of the Department of Labor and Employment (DOLE) with office address at F.B. Harrison St., Pasay City, Metro Manila, duly represented by its *Chairperson of the Board of Trustees and DOLE Secretary*, **SILVESTRE H. BELLO III**, and herein after referred to as "**OWWA**";

WITNESSETH: that –

WHEREAS, the ALKFI, through its Bantay Bata 163 Program, recognizes the welfare of abused, neglected and abandoned children especially the children left behind by Overseas Filipino Workers, and actively seeks out partnership with various stakeholders to ensure its sustainable operations in pursuit of its advocacy and service delivery;

WHEREAS, the ALKFI maintains a hotline facility thru the Bantay Bata Hotline 163 which provides quick response and action on child abuse reports including those perpetrated to children of Overseas Filipino Workers;

WHEREAS, the ALKFI implements various capacity-building activities to families, communities and other stakeholders and develops effective educational materials and conducts advocacy campaign activities as part of its preventive programs to mitigate risks and vulnerabilities of children especially those left behind by Overseas Filipino Workers against all forms of abuse and exploitation;

WHEREAS, the OWWA, an agency tasked to develop and implement welfare programs and services to its member-OFWs and their families. OWWA needs to reinforce its nationwide campaign and mobilize the resources and participation of mainstream government and non-government organizations;

WHEREAS, the parties shall maximize the advocacy and media strategies in saturating the public on the information regarding the responsibilities for the protection of the OFW and their family members left behind, particularly the minor children of the overseas workers;

WHEREAS, the Parties wish to complement its resources to provide comprehensive child protection services to children left behind by the Overseas Filipino Workers through the Project entitled: **"OWWA: ARUGA'T KALINGA PARA SA BATANG PILIPINO: A Partnership between OWWA and Bantay Bata 163 in Protecting and Empowering OFW Families"**;

NOW, THEREFORE, for and in consideration of the foregoing premises, both parties hereby execute this agreement to undertake the following terms:

I. RESPONSIBILITIES OF THE PARTIES

A. ALKFI shall:

1. Undertake a joint Project dubbed as **"OWWA: ARUGA'T KALINGA PARA SA BATANG PILIPINO: A Partnership between OWWA and Bantay Bata 163 in Protecting and Empowering OFW Families"**
2. Conduct a two (2) Batch Training on Child Protection to be participated in by: (a.) OWWA service providers for the Training of Trainers and (b.) Members of the Overseas Filipino Circles (OFCs) for the Roll-Out Training;
3. Facilitate the airing of seven (7) episodes in Kapamilya Konek for OWWA, with a 5-minute interview guesting segment per episode, to tackle issues concerning the families of our Overseas Filipino Workers thereby allowing OWWA to promote their existing services to a greater audience.
4. Develop a three (3) Instructional Video Materials on child protection and one (1) Audio Visual Presentation Material for the aired episodes in Kapamilya Konek and provide OWWA copies of the same to be used for the advocacy campaign of OWWA.
5. Monitor the implementation of the Project through compliance of reporting requirements of OWWA to leverage the status of the Project implementation based on expected outputs and deliverables and on set timelines and participate to mid-assessment and terminal Project implementation review to be initiated by OWWA, in order to facilitate a more thorough assessment of Project status/ accomplishments. It is important to involve the target beneficiary sector, OFC members in these review processes aside from the Project stakeholders.
6. Provide additional pertinent information provided, that no law, rule or regulation will be violated thereby.

B. OWWA shall:

1. Appropriate the sum of **THREE MILLION PESOS (Php3,000,000.00)** to fund the implementation of **"OWWA: ARUGA'T KALINGA PARA SA BATANG PILIPINO"**.
2. Release the appropriated funds based on the following schedule:

Deliverables	Percentage of Fund for Transfer	Amount
1. Signing of the MOA	15%	P450,000.00
2. Approved Protocol Between OWWA and BB 163 in Handling Reports of Abuse to Children of OFWs	30%	P900,000.00
3. Approved Topics and Schedule of Airtime for the Media Campaign on Child Protection to Children of OFWS thru Teleradyo in seven (7) Episodes	25%	P750,000.00
4. Actual Airtime in Teleradyo 5. Inception Report 6. Approved Training Modules for Capacity-building Programs 7. Developed Advocacy Video Materials	20%	P600,000.00
8. Training Documentation 9. Terminal Report	10%	P300,000.00
Total	100%	P3,000,000.00

3. Identify the participants for the two (2) Batch Training and ensure their complete attendance during the training workshops and monitor application of learnings and implementation of re-entry plans.

4. Assign OWWA Officials, key informants and experts as resource persons for the seven (7) episodes for OWWA for Teleradyo Kapamilya Konek and ensure their availability for this purpose.

5. Provide the content on the Instructional Video Materials to be developed by ALKFI through its Bantay Bata 163 Program to ensure that the campaign materials fully capture the OWWA core messages on the protection of children of OFW.

6. Maximize the use of the developed Instructional Video Materials on child protection and Audio Visual Presentation Material as part of the advocacy campaign of OWWA.

C. Both Parties shall:

1. Implement the Project and activities covered in the approved Project proposal based on agreed timelines.

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2. Adopt the protocol on Bantay Bata Hotline 163 which shall integrate and institutionalize the partnership with OWWA on the management of child abuse reports perpetrated to children left behind by Overseas Filipino Workers and OWWA shall issue a policy document to institutionalize the said protocol for OWWA compliance.
3. Designate their respective permanent focal staff to ensure action on reports on abuse to children reported to ALKFI through its Bantay Bata 163 Program and refer the same to OWWA for assistance.
4. Assign a point person from each of the Parties who will coordinate with each other on the overall implementation of the Project.
5. Conduct regular Project coordination meetings to be participated by key Officers of both Parties and designated focal staff of the partner agencies. This will be a venue to thresh out implementation issues and challenges if any and to apprise the parties of Project status.

II. INTELLECTUAL PROPERTY RIGHTS

1. Each Party acknowledges that both will share equal rights in the copyright or trademarks and shall exercise reasonable care to avoid any action that would diminish or jeopardize the good will and reputation associated with the copyrights or trademarks of the other Party;
2. Except as specifically granted in this Agreement, neither Party is entitled to use, copy or in any manner exploit the copyrights or trademarks or other intellectual property of the other Party without the prior written consent of such Party.
3. The OWWA as partner shall have a share of the proprietorship of the materials derived from this Agreement and the right to use and reproduce these materials in similar campaigns, provided the same is with the prior written consent of such Party; and
4. All rights, title and interest in, and to the segment, including copyright thereto, shall be co-owned by OWWA.

III. CONFIDENTIALITY

It is hereby understood that any information, knowledge or data received by or conveyed to by one Party to another and/or to their respective employees made known to them pursuant to this Agreement is absolutely confidential and the employees cannot, without the consent of the disclosing party, be examined as to any communication made to them, or advice given therein to the course of the contractual engagement.

Divulgence of such data and confidential information, knowledge or which was acquired by the employee in the discharge of his/her duties or making the same known in any manner, whether willful or unknowing, constitutes breach of the Agreement, and entitles the injured party to damages.

The duties and liabilities under this clause shall remain in effect within the year after the expiration of this Agreement or its termination for whatever reason. This clause

shall continue to bind both parties' employees even after they have ceased to be employees of the parties. Both parties hereby undertake to inform their respective employees of their duties and liabilities under this clause. A breach of this clause by a party's former employee shall give rise to the presumption that said employee was not properly informed of this clause by said party, and said party shall continue to be liable for the said employee's actions, unless it can prove to the disclosing party's satisfaction that the former employee was duly informed.

IV. REPRESENTATIONS AND WARRANTIES

ALKFI hereby warrants that it is duly organized, validly existing and in good standing under the laws of the Republic of the Philippines and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions and will not result in any breach or violation of any of its existing charter documents, contracts, licenses, permits and authorizations.

OWWA hereby warrants that the Overseas Workers Welfare Administration is authorized to sign for and represent the OWWA and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions and will not result in any breach or violation of any of existing charter documents, contracts, licenses, permits and authorizations.

All authorizations, licenses, resolutions and consents from the party's charter or by law in respect of the execution and performance of this Agreement have been duly taken or issued, and shall be kept valid and effective by the Parties during the term of this Agreement. This Agreement when executed constitutes a valid and binding obligation on the Party and shall be enforceable in accordance with its terms.

V. LIABILITY AND INDEMNIFICATION

- a. Each Party shall indemnify, defend, and hold free and harmless the other Party, its trustees, members, officers, employees, agents, representatives, and their respective successors or assigns from and against all losses, liabilities, obligations, claims, damages, penalties and expenses which may be asserted and against or imposed upon, or incurred by one Party at any time, during, or after the injury or damage to any person or property, which is attributable to the fault or negligence of the other Party, or of its violation of any of the terms and conditions contained in this Agreement or of any representations or warranties that such Party has made herein.

VI. EFFECTIVITY


1. This Agreement shall take effect upon signing of the Parties thereof and shall remain in full force and effect for a period of one (1) year.
2. Any violation of the terms and conditions of this Agreement shall be a sufficient ground its termination by serving a written notice to the other Party at least thirty (30) days prior to the intended date of the termination.
3. Either Party may pre-terminate this Agreement for any cause, by serving a written notice of termination to the other Party.

IN WITNESS WHEREOF, the Parties have hereunto signed this Memorandum of Agreement this 8th day of May, 2018 at Quezon City, Philippines.

**ABS-CBN LINGKOD KAPAMILYA
FOUNDATION INC.**

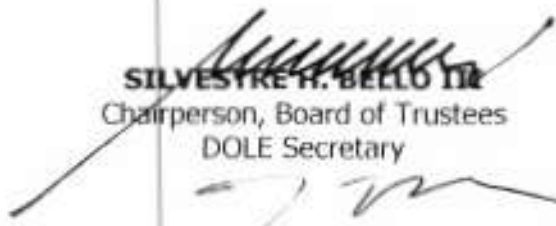
By:


SUSANNA RACHEL B. AFAN
Managing Director



ANGELITA A. LARA
ALKFI Chief Finance and Services Officer


**OVERSEAS WORKERS
WELFARE ADMINISTRATION**

By:


SILVESTRE H. BELLO III
Chairperson, Board of Trustees
DOLE Secretary


SIGNED IN THE PRESENCE OF:

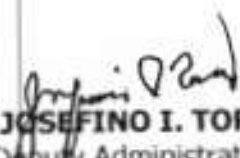

EUGENIO L. LOPEZ III
Chairman of the Board


ROSAMY C. VELASCO
Program Director - Bantay Bata 163


JACEL J. PAGUIO
Operations Manager- Bantay Bata 163


HANS LEO J. CACDAC
Administrator


ARNALDO A. IGNACIO
Deputy Administrator


JOSEFINO I. TORRES
Deputy Administrator

BRIGIDO J. DULAY
Deputy Administrator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

BEFORE ME, a Notary Public for and in Quezon City this day of JAN 01 2018 2018, personally appeared:

Name	Government Issued ID Type and No.	Date/Place Issued
OVERSEAS WORKERS WELFARE ADMINISTRATION		
SILVESTRE H. BELLO III	Passport No. P1431902A	3 Jan 2017/DFA Manila
ABS-CBN LINGKOD KAPAMILYA FOUNDATION, INC.	CTC No. 00117755	12 Jan 2017/Quezon City
SUSANNA RACHEL B. AFAN	Passport No. P5210612A	30 Nov 2017/DFA Manila
ANGELITA A. LARA	Passport No. EC6983507	9 Mar 2016/DFA NCR West

known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same with their own free act and voluntary deed.

This instrument consists of seven (7) pages including the page on which this acknowledgement is written, signed by the party and the instrumental witnesses hereof.

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

Doc. No. 169 ;
Page No. 34 ;
Book No. 112 ;
Series of 2018

ARTY. JACOB G. DE BELÉN
Notary Public
Adm. No. ND 9247 (2018-2019)
Unit M (Davao City - Mindanao)
No. 7 Pandy Avenue, 5th Fl. Bldg. 100, Q.C.
IBP AC, Dec. 09/2017, 00143-18
PTR No. 9247001, Dec. 5-1-18
MGL E V 0017261, 3-30-18

Records Management Division (RMD)
CERTIFIED TRUE COPY

By: [Signature]

Date: 4/5/18 Time: 9:45am

Copy Control No. 01


OWWA