



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** is made and entered into this 11th day of October, 2011, at FCOJ Philippines, by and between:

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**, a government agency established pursuant to Republic Act 6975, series of 1990, with principal office address at the A. Francisco Gold Condominium II, EDSA corner Mapagmahal Street, Diliman, Quezon City, herein represented by its *Undersecretary for Local Government, Austere A. Panadero* and hereinafter referred to as the "DILG".

- and -

The **PUBLIC-PRIVATE PARTNERSHIP CENTER OF THE PHILIPPINES**, an attached agency of the National Economic and Development Authority (NEDA), established from the former Build-Operate-Transfer (BOT) Center pursuant to Executive Order No. 8, series of 2010, with principal office address at the NEDA Complex, EDSA, Diliman, Quezon City, herein represented by its *Executive Director, Cosette V. Canilao*, hereinafter referred to as the "PPP Center";

The DILG and the PPP Center shall be hereinafter collectively referred to as **Parties**.

WITNESSETH:

WHEREAS, the Philippine Public-Private Partnership (PPP) Program has been identified by the Government of the Philippines as one of its key strategies in achieving national development by realizing critical infrastructure and development projects at the national and local level;

WHEREAS, the DILG is the government agency mandated to strengthen the capabilities of local government units, hereinafter referred to as "LGUs", to improve their performance in governance, administration, social and economic development as well as enable them to effectively and efficiently deliver services to their constituents;

WHEREAS, one area where the LGUs need critical capacity strengthening support is on the development and implementation of local infrastructure and development projects through PPP mechanisms;

WHEREAS, the PPP Center is the government instrumentality mandated to provide advisory services, technical assistance, training and capacity development assistance to agencies and LGUs in PPP project preparation and development;

WHEREAS, DILG recognizes the role of the PPP Center and its resources to provide LGUs with capacity building, training and technical assistance support in the aspects of the preparation, development, review, approval, implementation and monitoring of local PPP infrastructure and development projects;

WHEREAS, the PPP Center recognizes the critical role of DILG in facilitating LGUs' access to capacity development interventions from national agencies such as that which are provided by the PPP Center;

WHEREAS, in order to formalize and sustain this provision of capacity-strengthening, training and technical assistance support by the PPP Center to LGUs, the DILG and the PPP Center mutually agreed to enter into a formal collaborative partnership;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DILG and the PPP Center agree as follows:

Section 1

Roles and Responsibilities of the DILG

Pursuant to its role of assisting the President in the exercise of general supervision over all LGUs, the DILG facilitates access of concerned LGUs to services, technical and other forms of assistance provided for by the PPP Center under this agreement. The DILG will particularly have the following roles and responsibilities:

1. Coordinate with the PPP Center in the identification of provincial, city and municipal governments and their respective executives, officials and/or technical staff to any of the PPP project preparation, development and implementation capacity building, training and technical assistance programs or activities made available by the PPP Center;
2. Facilitate, through its Regional Offices, the necessary administrative arrangements in the PPP Center's conduct of local PPP training and capacity development interventions for local governments, in proper coordination with the Regional/Local Development Council and other concerned agencies in the region such as the NEDA Regional Offices;
3. Enjoin local government Leagues and/or other associations to consider for their members, these PPP capacity building, training and technical assistance programs or activities made available by the PPP Center, pursuant to this agreement;
4. Assist the PPP Center in gathering reports on PPP implementation by LGUs and in addressing impediments or bottlenecks in the implementation of PPP programs and projects in local government units; and
5. Provide inputs to the development and preparation of PPP resource materials for LGUs and assist in the dissemination of the same.



Section 2



Roles and Responsibilities of the PPP Center

The PPP Center shall be the main government institution to be engaged by the DILG and the LGUs for formal PPP project preparation, development and implementation and capacity building, training and technical assistance programs. In pursuit of this, it shall have the following roles and responsibilities under this agreement:

1. Make available to the DILG and various LGUs, in coordination with appropriate NEDA-Regional Offices, its PPP project preparation, development and implementation capacity building, training and technical assistance programs;
2. Identify, select, engage and make available appropriate resource persons and/or experts in the conduct of said PPP project preparation, development and implementation, capacity building, training and technical assistance programs for DILG and local governments;
3. Develop and make available for DILG and concerned local governments, necessary reference materials, cases and other documents or training materials as needed;
4. Develop and conduct, upon request, customized PPP project development and/or technical assistance programs for specific local governments or PPP projects;
5. Develop and conduct, upon request of DILG, customized PPP project development and/or technical assistance programs for selected personnel of the DILG and its attached agencies;
6. Develop and implement necessary training assessment or evaluation methodologies for technical assistance to continually improve the development and conduct of its PPP project development and/or technical assistance programs for local governments, DILG and its attached agencies;

Section 3

General Agreements

1. As government agencies both mandated to directly assist local governments in the pursuit of critical infrastructure and development projects through PPP mechanisms, both Parties shall jointly endeavor to perform their respective responsibilities under this Agreement as well as other related tasks such as PPP policy dialogues and/or reform efforts, PPP Project Monitoring, and PPP Project promotion and marketing. 
2. Both Parties, through their existing concerned units shall closely coordinate with each other through a quarterly meeting and/or discussion of all concerns relative to this agreement and the performance of their respective responsibilities.
3. Both parties shall endeavor to assist each other on necessary information, logistical and/or financial requirements as needed in the project preparation, development and conduct/implementation of said PPP capacity building, training and technical assistance programs. 

4. Both parties shall individually and/or jointly seek possible funding and/or technical assistance resources from their respective national and/or international development partner institutions or private partners, and that both parties, whenever appropriate, shall assist and/or each complement each other in these endeavors.
5. The PPP Center shall retain ownership of all materials, references as well as related studies, reports, software or otherwise, prepared by the PPP Center under this agreement;
6. All disagreements and/or disputes that may result from this agreement and in the course of their performance of their individual responsibilities shall be settled amicably between them.

This **Memorandum of Agreement** shall take effect upon signing hereof and shall remain in full force and effect unless revoked upon mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures below on the date and place first above-written.

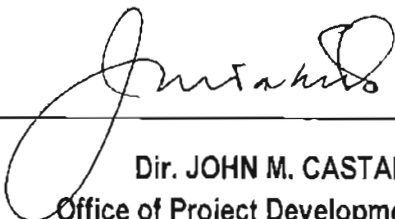


AUSTERE A. PANADERO
Undersecretary for Local Government
Department of the Interior and Local Government



COSETTE V. CANILAO
Executive Director
Public-Private Partnership Center

WITNESSESS:



Dir. JOHN M. CASTAÑEDA
Office of Project Development Services
Department of the Interior and Local Government



Dir. ELEAZAR E. RICOTE
Capacity Building & Knowledge
Management Service
Public-Private Partnership Center



Dir. MANUEL Q. GOTIS
Bureau of Local Government Development
Department of the Interior and Local Government

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S.

BEFORE ME, a Notary Public for and in Q.C., Philippines this
14th day of October 2011 personally appeared:

AUSTERE A. PANADERO
Undersecretary for Local Government, DILG
DILG ID No. 00055

COSETTE V. CANILAO
Executive Director, PPP Center
SSS ID No. 331001905-0

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of ✓ pages, including this page on which this acknowledgement is written and they acknowledged to me that the same is their own free will and voluntary act and deed and that of the entities they respectfully represent.

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

NOTARY PUBLIC

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Book No. XII
Series of 2011

ATTY. JENAI JAVAREZ
Notary Public
Until December 31, 2011
PTR 4583956/1-5-11/QC
IBP 762730/11-16-09/Mla, IV
TIN 119-735-317