

## MEMORANDUM OF AGREEMENT

### **BETWEEN THE UNDERSIGNED:**

**HANDICAP INTERNATIONAL**, a non-profit making association, governed by the French law of 1st July 1901, founded on 19th July 1982 and recognized as being of public utility, based at "ERAC, 14 Avenue Berthelot, 69361 Lyon cedex 07 France" represented in The Philippines by **Ms Catherine VASSEUR** in her capacity as Country Program Director whose office is located at 12-D, 12th Floor Valero Tower, Valero St., Salcedo Village, Makati City hereinafter referred to as "**HI**"

**ON THE ONE HAND,**

### **AND:**

**DAVAO JUBILEE FOUNDATION FOR THE REHABILITATION OF THE DISABLED, INC.**, a non-stock, non-profit organization registered with the Securities and Exchange Commission (SEC) and the Department of Social Welfare and Development (DSWD), herein represented by **Dr. Bernard E. AL-AG** in his capacity as the Chairman of the Board of Directors whose office address is at Sitio Escuela, Catalunan Grande, Davao City, hereinafter referred to as "**DJFRD**";

**ON THE OTHER HAND,**

### **CONSIDERING:**

1. Handicap International is an independent international aid organization working in situations of poverty and exclusion, conflict and disaster. Working alongside persons with disabilities and other vulnerable groups throughout the world, our action and testimony are focused on responding to their essential needs, improving their living conditions and promoting respect for their dignity and their fundamental rights.
2. HI is presently implementing the Cardiovascular Disease (CVD) Project in Davao City which aims to build local capacities through an integrated approach for the prevention, control and management of complications and disabilities linked to CVDs from 2010 to 2013. The project is implemented in partnership with the City Health Office of Davao, Southern Philippines Medical Center and Department of Health, Davao Region;
3. DJFRD is engaged in disability prevention and rehabilitation work in Davao City and is operating a Prosthetic and Orthotic (P&O) workshop for the production of lower limb prostheses for persons with amputations in Region XI;
4. HI and DJFRD have successfully completed various projects together in partnership;
5. HI and DJFRD have signed a Memorandum of Understanding during the Diabetes Project from 2007 to 2009 to work together in the field of diabetes wherein HI trained five P&O technicians of DJFRD and provided consumables and materials for the fabrication and fitting of orthotics and/or prosthesis, allowing DJFRD to provide prosthesis and orthotics to persons with diabetes;
6. HI and DJFRD will jointly define the conditions of the partnership within the framework of the present contract.

### **HAVE REACHED THE FOLLOWING AGREEMENT:**

#### **ARTICLE 1: PURPOSE**

HI and DJFRD undertake to cooperate within the framework of the CVD Project defined in article 2 of the present contract. This convention aims to define:

- the management methods and procedures of the partnership.

- the rights and undertakings of the parties in the implementation of Result 3 and 4 activities of the CVD Project.

**ARTICLE 2: THE COOPERATION IS DEFINED WITHIN THE FRAMEWORK OF THE CVD PROJECT**

The CVD Project aims to:

- Increase access to prosthetic and orthotic (P&O) services for person with diabetes and other CVD risks through an awareness raising/information campaign and a referral system.
- Implement an effective referral system among health and rehabilitation service providers for persons living with cardiovascular risk factors
- Measure the improvement in access to P&O services specifically, on the increase in the number of persons with diabetes who receive an orthopedic device and improvement in the satisfaction rating on the services by persons requiring prosthetic or orthotic care.

The 2 project results related to this Agreement are:

**R3:** The rehabilitation services at the public tertiary health care level have improved capacity to take care of persons disabled by cardiovascular diseases or diabetes.

**R4:** Local health and rehabilitation stakeholders implement an effective referral system for persons living with cardiovascular risk factors (focus on DM and HBP).

**ARTICLE 3: THE WORKING COMMITTEE**

In order to formalize and to give a framework to their cooperation, the parties have set up a working committee. Its role is defined hereafter. This committee is a body with no distinctive legal status.

Any new financing should be allocated to either one of the two parties since this committee has no distinct legal status.

**3.1** *Structure of the working committee*

This committee is made up of the following:

- a. For Handicap International:
  - CVD Project Manager
  - CVD Project Health Capacity Building Officer
  - CVD Project Communication Officer
- b. For Davao Jubilee Foundation:
  - Operations Manager
  - Physical Rehabilitation Coordinator
  - Orthopedic Technologist

**3.2** *Role and organization of the committee*

The committee aims to:

- facilitate, for HI and DJFRD the development, implementation, monitoring, and evaluation of Result 3 and Result 4 activities of the CVD Project.
- create a forum where the different parties can exchange information and ideas.
- consider the means necessary to achieve the objectives of Result 3 and Result 4 activities of the CVD Project.

The committee will conduct regular quarterly meetings for periodic review of the progress of the implementation of Result 3 and Result 4 activities of the CVD Project, recommend courses of action to meet planned targets and evaluate the activities and the partnership in general. Special meetings can also be called upon by both HI and DJFRD. Meetings will follow an agenda and a report will be transmitted to both HI and DJF following a pre-defined format. These reports of the working committee will not replace the activity reports required for each activity implemented.

### **3.3** *Implementation schedule*

The parties agree that the following schedule will be implemented. The monitoring and evaluation of this progress is the responsibility of the working committee:

- Detailed action planning to be completed by April 2012.
- Gathering of baseline data for the purpose of monitoring and evaluation until April 2012.
- Implementation of awareness raising and information campaign activities until December 2012.
- Development and implementation of the referral system until December 2013.
- Monitoring of the indicators of Result 3 and Result 4 activities of the CVD Project until October 2014.
- Evaluation of Result 3 and Result 4 activities of the CVD Project implementation and of the partnership on November 2014.

### **3.4** *Technical follow-up and supervision*

The parties should ensure within the framework of the working committee:

- an overall technical assessment of progress of the project, as defined in the CVD Project of Handicap International and in the project presented to the Ministry of Foreign Affairs of Luxemburg (MoFA Lux) and sanofi espoir foundation.
- the overall supervision of the partnership, in order to ensure that each party plays its role in accordance with the terms and conditions of this Partnership agreement.

### **3.5** *Relationship with a third party*

Any agreement made by either one of the parties with a third party and likely to have consequences on the progress of the common project will be discussed beforehand within the working committee. In no case, however, can an agreement in principle impose any obligation on the parties.

## **ARTICLE 4: OBLIGATIONS AND RESPONSIBILITIES OF EACH PARTY**

### **4.1** *Obligations common to both parties*

#### **4.1.1** Administrative and personnel management

- Each party is individually in charge of the recruitment, salaries, training and administrative management of their personnel.
- Each party must follow the procedures established by the working committee and undertakes to transmit to the committee all the information necessary for the smooth running of the planned activities.
- The parties are free to choose the administrative management method that suits them best, provided that it does not conflict with the constraints imposed by the working committee.

#### **4.1.2.** Financial obligations

- Each party bears individually the responsibilities towards its financial backers or other concerned parties for the implementation, the follow-up and evaluation of its part of the CVD Project. The parties share no commitment concerning financial issues.
- Within the framework of the activities undertaken by the parties which are beyond the scope of the CVD Project, the parties are free to organize their accountancy and the financial supervision of their own activities, according to their needs and constraints.
- The parties are individually accountable for their relationships with third parties within the framework of the CVD Project. However the parties can take on joint commitments towards third parties. In this case, the parties will agree on the implementation methods of each of their obligations.
- With third parties, neither party can unilaterally commit the other. No joint responsibility can be assumed between the parties.
- Each party is in charge of the financial monitoring of the expenses it entails.

#### **4.1.3.** Confidentiality and ethics

- Each party respects the other's philosophy and ethical principles.

- The two parties shall respect, in accordance with the professional codes of ethics and the legislation in force in the Philippines, the confidentiality of the documents produced for whatever reason and of the work and reflections of both parties.
- HI and DJFRD shall jointly own all work outputs, publications and reports produced by virtue and pursuant to this Agreement. They shall be identified as source of said outputs in any publication, report or public discussion of said output. Likewise, they shall have the right to use all data and findings resulting from the project for the enhancement of their academic or official functions and research projects.
- HI and DJFRD may publish the output or any information prepared or produced as a result of the Agreement, provided that:
  - Written permission to publish has been granted by the other party, and;
  - Copies of the published reports are furnished to the other party.

#### **4.2 *Handicap International Obligations***

- 4.2.1 HI is chiefly responsible to its funding agencies for the effective and efficient achievement of the goals of The CVD Project. For this purpose, HI shall endeavor to build the capacity of DJFRD to promote their P&O and other related services for persons with diabetes and other CVD risks in Davao City through:
- Facilitating the linking of DJFRD services to that of Davao City's CVD Program through a referral system;
  - Facilitating the orientation of the CVD Program personnel of the City Health Office on the referral procedures of DJFRD;
  - Facilitate the development, production and distribution of education and information materials on DJFRD services. Any education and information materials produced will be donated to DJFRD. A declaration of donation will be signed for this purpose.
  - Provide technical assistance in the monitoring of referral services for persons with diabetes and other CVD risks requiring P&O management through the development of monitoring tools and definition of processes.
- 4.2.2 HI shall promote the referral of persons with diabetes and other CVD risks from within Davao City needing appropriate physical rehabilitation intervention to DJFRD.
- 4.2.3 HI is the lead agency responsible for documentation and capitalization of the CVD Project.

#### **4.3 *DJFRD Obligations***

- 4.3.1 DJFRD shall actively participate in the effective achievement of the goals of the CVD Project.
- 4.3.2 DJFRD shall attend the meetings of the CVD Program Technical Working Group (TWG). The TWG composed of various stakeholders was formed through a Memorandum of Understanding between Handicap International, the City Government of Davao, Southern Philippines Medical Center and the Department of Health-Davao Region to develop, implement, monitor and evaluate the Cardiovascular Disease Program in the Davao City.
- 4.3.3 DJFRD shall provide technical assistance to the development and conduct of CVD Project trainings for primary health care service providers.
- 4.3.4 DJFRD shall receive clients referred through the CVD Program and shall counter-refer clients for monitoring purposes.
- 4.3.5 DJFRD shall refer clients with CVD from within the Davao City for enrolment to the CVD Program.
- 4.3.6 DJFRD commits to participate in workshops facilitated by HI to develop awareness and information materials on DJFRD services.
- 4.3.7 DJFRD undertakes to maintain a database of clients referred through the CVD Program and shall incorporate questions about client satisfaction of the referral system inside their existing client satisfaction questionnaire. A report shall be generated quarterly to the working committee containing the information on both number of

referred clients and client satisfaction. This shall commence upon signing of this agreement and shall continue until December 2014.

**ARTICLE 5: RESERVE AND PUBLIC RELATIONS**

Internal issues concerning either one of the parties, of which the other party may be aware within the framework of their partnership, are strictly confidential.

Each party undertakes to mention the other in all public communications concerning joint projects.

**ARTICLE 6: LEGAL NATURE OF THE RELATIONSHIP**

Through this partnership, the parties create no new legal entity. The parties are independent from each other, particularly financially.

**ARTICLE 7: DURATION OF THE CONTRACT**

The present contract takes effect from the date of signature by the parties, and is effective until December 31, 2014. It can be annulled by either one of the parties with one month written notice.

It is the intention of the parties, subject to the availability of their respective funding for this purpose, to carry out in good faith their roles and responsibilities as described in this agreement, and when deemed necessary or appropriate, to enter into further agreements with each other and other implementing organizations or other parties to carry out such roles and responsibilities.

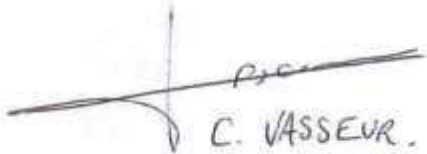
**ARTICLE 8: SETTLING OF DISPUTES.**

In case of problems concerning the interpretation or application of the present, the parties will endeavor to settle their dispute out of court.

In case of lasting disagreement, Philippine Laws will apply and the dispute will be settled in the proper court.

IN WITNESS THEREOF, we have set unto our hands this \_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_.

**CATHERINE VASSEUR**  
PROGRAM DIRECTOR  
HANDICAP INTERNATIONAL



C. VASSEUR.

**BERNARD E. AL-AG**  
CHAIRMAN OF THE BOARD  
DAVAO JUBILEE FOUNDATION

**WITNESSES**

**IVY BOYOSE-NOLASCO**  
CVD PROJECT MANAGER  
HANDICAP INTERNATIONAL

**CHERYL A. CAVAN**  
OPERATIONS MANAGER  
DAVAO JUBILEE FOUNDATION

# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ personally appeared the following:

NAME	CTC NO.	ISSUED ON	ISSUED AT
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This agreement consisting of five (5) pages has been signed by the parties on each and every page thereof, including this page whereon this acknowledgment appears.

IN WITNESS WHEREOF. I hereunto set my hand and affix my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2012 at the City of Davao.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2012.