

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into and executed by and between:

The **AFFILIATED NETWORK FOR SOCIAL ACCOUNTABILITY IN EAST ASIA AND THE PACIFIC (ANSA-EAP)**, a network being managed by the **ATENEO SCHOOL OF GOVERNMENT**, an institution duly organized and existing under the laws of the Republic of the Philippines, having its principal office at Pacifico Ortiz Hall, Ateneo de Manila University, Loyola Heights, Quezon City, represented by its Dean, DR. ANTONIO G.M. LA VIÑA, hereinafter referred to as the “**ASoG**”;

and

The **TRANSPARENCY AND ACCOUNTABILITY NETWORK (TAN)**, a non-governmental organization duly organized and existing under the laws of the Republic of the Philippines, having its principal office at Unit M, Dominion Townhouse, No. 162 B. Gonzales Street, Varsity Hills, Loyola Heights, Quezon City, represented by its Executive Director, MR. VINCENT LAZATIN, hereinafter referred to as “**TAN**”;

WHEREAS, ASoG’s ANSA-EAP harnesses both global and East Asia-Pacific expertise and experiences so that groups skilled in social accountability techniques can pass these on to others who need it through various approaches, such as networking, research and training, information and awareness campaign, and resource mobilization;

WHEREAS, TAN mobilizes and coordinates various Philippine citizen groups in the academic, business, civil society sectors to promote effective and participatory governance.

WHEREAS, both parties believe in the value of cooperation and partnership to engage as many citizens and citizen groups as possible in the social accountability advocacy;

NOW, THEREFORE, for and in consideration of the above premises, all parties agree on the following terms and conditions as follows:

1.0 Terms of Partnership

ASoG’s ANSA-EAP optimizes its presence in the Philippines by working with TAN as a country partner organization. Consistent with the plan to utilize home-grown citizen networks in each country, ASoG’s ANSA-EAP provides support through a network assistance program aimed at enhancing social accountability capacities of local organizations. This assistance program addresses two important concerns, namely the decentralization of the regional networking and the institutionalization of the partner organization as country champion of social accountability.

2.0 Responsibilities of ANSA-EAP

ASoG’s ANSA-EAP shall:

- 2.1 orient and provide regular updates to the partner organization on the framework, programs and strategies of the regional network;
- 2.2 offer needed technical assistance for advancing the social accountability agenda upon the partner organization's request
- 2.3 fund the hiring of a Network Fellow to provide support and assistance to the partner organization's social accountability networking and advocacy work;
- 2.4 provide stipulated contract amount as support fund for partner organizations networking activities, subject to the budgeting and financial management policies of the ASoG's ANSA-EAP Operations Team;
- 2.5 endorse partner organization's linkage with other networking opportunities in the region.

3.0 Responsibilities of TAN

TAN shall:

- 3.1 commit to actively pursue social accountability networking, including the crafting of its social accountability networking agenda, plan of action, strategy or approach and set up;
- 3.2 manage country membership for ASoG's ANSA-EAP by recruiting and continuously engaging network members;
- 3.3 regularly disseminate information and updates about social accountability and ASoG's ANSA-EAP to the members and other stakeholders;
- 3.4 hold consultations and meetings and forums to discuss emerging issues and monitor network member's social accountability activities;
- 3.5 track and profile the projects and activities of social accountability stakeholders and practitioners in the country by maintaining a database;
- 3.6 delegate a senior TAN representative to participate in both online and offline activities of ASoG's ANSA-EAP;
- 3.7 send a senior TAN member to represent the country in ASoG's ANSA-EAP regional events and other activities;
- 3.8 help promote and popularize social accountability advocacy among citizen groups, government and the public;
- 3.9 furnish ASoG's ANSA-EAP a copy of the partner organization's report to the convenors' group in the country.

4.0 Work Relationship of ASoG's ANSA-EAP and TAN

ASoG's ANSA-EAP:

- 4.1 proposes the terms of reference of the Country Network Fellow in consultation with TAN;
- 4.2 entrusts the supervision of the Network Fellow to TAN;
- 4.3 requests for consultation meeting with TAN on the progress report of the Network Fellow;
- 4.4 formalizes the hiring and firing of the Network Fellow;
- 4.5 approves the outputs of the Network Fellow.

TAN:

- 4.6 prepares the specific day-to day tasks of the Network Fellow, in consultation with ASoG's ANSA-EAP;
- 4.7 strategizes and designs social accountability networking activities with budget requirements and submits them to ASoG's ANSA-EAP;
- 4.8 supervises the work of the Network Fellow;
- 4.9 assesses the performance of the Network Fellow;
- 4.10 updates ASoG's ANSA-EAP on the performance of the Network Fellow;
- 4.11 recommends the hiring and firing of the Network Fellow;
- 4.12 recommends approval of the final outputs of the Network Fellow.

5.0 Financial Assistance

- 5.1 ASoG's ANSA-EAP shall disburse funds to TAN semi-annually as budgetary support pursuant to Section 2.4. The first tranche of Two hundred thirty five thousand pesos (P235,000.00) will be provided upon signing of this MOU. The second tranche of Two hundred thirty five thousand pesos (P235,000.00) will be made six months thereafter upon receipt of a midyear report and a financial statement reflecting expenditures from the first tranche, certified by the Executive Director of TAN.
- 5.2 TAN will provide ASoG's ANSA-EAP the right of reasonable access to its books and records to permit verification of expenditures by TAN from budgetary support funds provided by ASoG's ANSA-EAP.

6.0 Duration - The partnership arrangement is one year and runs from 1 January 2009 to 31 December 2009.

7.0 Non-Waiver - The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8.0 Severability - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

9.0 Amendment - This Agreement shall not be altered, changed, supplemented or amended except by a written instrument signed by the parties hereto.

10.0 Assignment - No party may assign any right or obligation under this Agreement, or any contract supplementary hereto, to a third party, without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns.

11.0 Partnership Agreement - For the avoidance of doubt, ASoG and TAN confirm that this agreement is intended to set out the terms of a partnership arrangement between them for the specific and limited purposes explicitly set forth herein and that such arrangement does not constitute a joint venture between them, and neither party shall have the right legally to represent or bind the other for any purpose.

12.0 Governing Law - This Agreement shall be construed under and governed by the laws of the Republic of the Philippines. In the event of any disagreement between ASoG and TAN as to their respective rights and obligations hereunder, the parties shall

engage in good faith negotiations to resolve such disagreement, failing which such dispute shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as presently in force.

13.0 Agreement Effectiveness – This Agreement shall take effect upon the date of execution and, subject to period set forth in Section 6.0, Either party may terminate this agreement with a six months prior written notice to the other party and continuing fulfillment by the terminating party of its obligations hereunder during such notice period.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and in the place written below.

For Ateneo School of Government:

For Transparency and Accountability Network:

ANTONIO G.M. LA VIÑA
Dean

VINCENT T. LAZATIN
Executive Director

Concurred by:

JUAN MIGUEL M. LUZ
Chairman, Executive Committee
Affiliated Network for Social
Accountability East Asia Pacific

Chairman, Board of Directors
Transparency and Accountability Network

Witnessed by:

ANGELITA GREGORIO-MEDEL
ANSA-EAP Project Director

Network Fellow, TAN

Place:

Date: 1 February 2009