

MEMORANDUM OF AGREEMENT

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) and the VOLUNTEER FOR THE VISAYAN, INC. (VFV)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement hereinafter referred to as MOA, entered into by and between

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created and existing under the law of the Republic of the Philippines with principal office address at Government Center, Candahug, Palo, Leyte, herein represented by Director GRACE Q. SUBONG in her capacity as DSWD Field Office VIII Regional Director;

-and-

The **VOLUNTEER FOR THE VISAYANS, INC. (VFV)**, a registered non-government organization based in Tacloban City with office address at Lot 63, Cluster 2, Brgy. 64 Bliss, Sagkahan, Tacloban City, Philippines, herein represented by its Director HELENA CLAIRE A. CANAYONG, and herein referred to as "VFV";

WITNESSETH:

WHEREAS, the **DSWD** is the primary government agency mandated under Executive Order (EO) No. 15 series of 1998 "*Redirecting the Functions and Operations of the Department of Social Welfare and Development*" and as amended by Executive Order No. 221 Series of 2003 "*Amending executive order no. 15 series of 1998, entitled "Redirecting the functions and operations of the department of social welfare and development"*", to provide technical assistance and resource augmentation to Local Government Units (LGUs), Non-Government Organizations (NGOs), other National Government Agencies (NGAs), People's Organizations and other members of Civil Society Organizations (CSOs) in effectively implementing programs, projects, and services that will alleviate poverty and empower disadvantaged individuals, families and communities for improved quality of life as well as implement statutory and specialized programs which are directly lodged with the department and /or not yet devolved to LGUs;

WHEREAS, the **DSWD**, as the leader in the social protection arena, needs to maximize the vast potential of both local and foreign volunteers as partners in promoting faster, better and smarter social welfare service delivery;

WHEREAS, Administrative Order (AO) No.10, Series of 2010 or the Omnibus Guidelines on the DSWD National Volunteer Service Program (Amending for the Purpose AO 214 and 218 series of 2002 and AO 1 series of 2007) strengthens the implementation of DSWD's volunteer service program to make it more comprehensive, systematic and responsive to RA 9418 or the Volunteer Act of 2007;

WHEREAS, the VFV, is a registered NGO committed to distribute planned and professional welfare services to assist underprivileged and underserved local communities;

WHEREAS, since founded in 2004, **VFV**, has dedicated itself to contributing towards sustainable development in areas of child welfare, community development, education, and public health;

WHEREAS, as part of the Volunteer Program of **VFV**, it deploys international student interns to undergo practicum or field exposure in the social welfare institutions where they can acquire new knowledge and skills and at the same time contribute their time, service, and resources in areas of Social Protection and Social Welfare and Development;

WHEREAS, the Regional Rehabilitation Center for Youth (RRCY) in Tanauan, Leyte, Reception and Study Center for Children (RSCC), Regional Haven for Women (RHW), and Home for Girls (HFG) in Pawing, Palo, Leyte are the centers and institutions where foreign student volunteers can provide their time, services, and resources and augment to existing workforce;

WHEREAS, the **DSWD** and **VFV** recognize the need to strengthen collaboration and partnership to further mainstream volunteerism at the local levels;

MS

Handwritten signature in blue ink.

Handwritten signature in blue ink.

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

I. OBJECTIVES

This agreement establishes the relationship between DSWD and VFV to facilitate the deployment of its foreign student volunteers consistent with the goals of the VFV and the needs for volunteers of DSWD in the delivery of programs and services in centers/institutions.

II. OBLIGATIONS OF PARTIES

A. Obligation of both parties.

Both parties should adhere and comply to all existing laws and policies on Child Protection such as but not limited to the following:

1. PD 603 or the Child and Youth Welfare Code;
2. RA 11648 or an Act Providing for Stronger Protection Against Rape and Sexual Exploitation and Abuse, Increasing the Age for Determining the Commission of Statutory Rape, amending for the Purpose Act No. 3815 as Amended, Otherwise Known as "The Revised Penal Code," Republic Act No. 8353, Also Known as "The Anti-Rape Law of 1997," And Republic Act No. 7610, as Amended, Otherwise Known As the "Special Protection of Children Against Abuse, Exploitation and Discrimination Act;
3. RA 7610 or the Special Protection of Children Against Abuse, Exploitation and Discrimination Act;
4. RA 11313 or the Safe Spaces Act

B. The DSWD through the Regional Bayanihang Bayan Desk Officer from the Capacity Building Section (CBS) shall:

1. Conduct pre – deployment general orientation to qualified volunteers before deployment, on areas such as DSWD Vision, Mission, Programs, and Services; Orientation on Volunteerism; Specific office policies to be observed by the volunteers throughout the deployment period; Output required and specific work/services needed; Duties and responsibilities of volunteers;
2. Prepare the list of qualified volunteers ready for deployment and communicate/refer the same to concerned center/institution;
3. Prepare and provide temporary identification cards to all volunteers;
4. During post – deployment of volunteers, facilitate the redress of grievance as well as grievance of client-beneficiaries against volunteers, if any, and refer grievance to the Regional Bayanihang Bayan Management Committee (RBBMC) Chairperson if necessary;
5. Conduct post – deployment exit activities such as interviews, debriefing or reflection sessions to all deployed volunteers in order to ensure that volunteers were debriefed and pertinent post – evaluation engagement has been conducted;
6. Provide capability building activities to continuing volunteers in order to upgrade the volunteer's knowledge, attitude, and skills on specific area/topic;

C. The Center Heads shall act as the supervisor of the volunteers and may designate a staff who will act as the immediate supervisor of the volunteers and are responsible for the following:

1. Conduct of on-site or office-based orientation specific to the programs and services;
2. Impose measures for the security of the volunteers, center/institution residents and the Department;
3. Provide training and/or actual demonstration of work whenever necessary;

4. Ensure the well-being of the volunteers is provided with the necessary logistical

SMC

msd

5. Monitoring of attendance and tracking of hours and service rendered (Annex H – Attendance Sheet)
6. Tracking of volunteers' work accomplishment in compliance with the submitted work plan;
7. Monitoring and evaluation of volunteers' actual work condition in compliance with the volunteers' terms of reference;
8. Re-planning if necessary;
9. Refer to the RBBDO to facilitate the redress of grievance of volunteers as well as grievance of clients-beneficiaries against volunteers, if any.

D. The Volunteer for the Visayans, Inc. shall:

1. Coordinate and register with the Philippine National Volunteer Service Coordinating Agency (PNVSCA) in order that their services may be made to fit into the total national development goals;
2. Provide the department with a copy of foreign volunteer's clearance from PNVSCA and a proof of legality of stay in the Philippines such as visa and passport;
3. Provide the department with the needed information on the background and field of study of the foreign student volunteers;
4. Submit the volunteers for medical examination and provide a copy of the medical certificate to the office before deployment to ensure that volunteers are physically and mentally fit to render volunteer work;
5. Provide qualified volunteers with appropriate technical and developmental assistance skills to support the needs of the DSWD managed and operated centers/institutions;
6. Provide the volunteers training in areas such as but not limited to language, cross-cultural adjustment and safety and security prior to their work with DSWD;
7. Provide the volunteer with additional professional development training if available (i.e. in-service, mid-service, and close of service workshops) including the cost of travel;
8. Shall assign VFV Supervisor, whose responsibilities include visiting the volunteers and DSWD staff at their sites, working with the DSWD assigned counterpart/supervisor to help ensure volunteers' safety and security, cultural and community adjustments and assisting volunteers to meet their targets.
9. Coordinate with Center Heads or designated immediate supervisor other matters relative to the deployment of the volunteers.

E. The volunteers' responsibilities include the following:

1. Attend pre-deployment general orientation to be conducted by the RBBDO from Capacity Building Section and comply the necessary documentary requirements;
2. Attend on-site or office-based orientation specific to the programs and services of the center/institution;
3. Prepare and submit work plan in collaboration with his/her supervisor and the same shall be submitted to CBS;
4. Report to center/institution and perform the assigned tasks under the supervision of the Center Head or designated staff who will act as the immediate supervisor, in a timely manner;
5. Observe/respect DSWD's policies and procedures especially in relation to

M/C -

ppsc

6. Attend trainings, orientation, briefing, and other capability building activities which will be provided by DSWD when needed;
7. Attend regular meetings, consultations, dialogues, and supervising conferences/sessions as need arises;
10. Submit accomplishment report in relation to volunteer service;
11. Shall secure approval of leave from the Center Head for all travels and absences from the site due to personal, official, or other reasons;
12. In accordance with VFV regulations and DSWD regulations, volunteers are:
 - a. Not permitted to accept payments for services during actual volunteer service;
 - b. To observe strict compliance with the following:
 - i. Accept remunerative employment during his/her assignment;
 - ii. Make directly, or indirectly, any contribution of money or other things of value, or promise expressly or impliedly to make any such contributions, in connection with any convention, caucus or other process to select candidates for any political office;
 - iii. Participate in political activities; and
 - iv. Solicit contributions;
 - v. Confidentiality of the Department's documents s/he has access to throughout deployment
 - vi. Prohibition of documentation, picture-taking of the facilities/premises of the Department without permission from the assigned DSWD Supervisor.
13. And to comply with the rules and regulations prescribed by VFV and policies of the DSWD.

III. CONFIDENTIALITY AND DATA PRIVACY

All information, whether personal or sensitive personal information, obtained through this agreement shall be strictly confidential and must adhere to the principles of transparency, proportionality and legitimate purpose.

The DSWD, being the personal information controller, shall be responsible in collecting, processing, holding, use, transfer or disclosure of information obtained, through implementation of organizational, physical and technical measures intended for the protection of the information against any accidental or unlawful disclosure.

Whenever, DSWD will outsource such function, a Data Privacy Agreement must be executed, without prejudice to the right of data portability of the data subject.

IV. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Whatever will be created or invented under this Agreement whether copyrightable, patentable or trademarkable, ownership shall belong to the Department, subject to right of attribution and Section 178 of Republic Act No.8293, as amended by Republic Act No. 10372.

V. AMENDMENT

This MOU shall be subject to review as may be deemed necessary by either Party and may be supplemented, modified or amended at any time for the mutual benefit and upon mutual agreement in writing of the Parties hereto. Any amendments, modifications or alteration of the terms and conditions of this MOA may be made at any time during the period of its effectivity; provided however that such amendment, modification or alteration shall be in writing and with the concurrence of both Parties.

VI. SEPARABILITY CLAUSE

Whenever this MOA shall be declared by a competent authority to be null and void, unaffected provisions shall remain valid and shall continue to be in full force and effect.

9/1/20

9/1/20

VII. BREACH OF CONTRACT

Any breach of any of the material provisions of this MOA shall result to the rescission of the contract after a written notification is sent to the party at fault. The written notification must be sent either through personal service or substituted service within seven (7) days from knowledge of the breach. The party at fault has five (5) days to respond to the written notification providing for justification of its breach. If found unjustifiable, rescission shall take place five (5) days upon receipt of the decision to rescind.

VIII. VENUE OF ACTIONS

Any case of any nature that shall arise under this MOA shall be filed exclusively in the court of Leyte.

IX. EFFECTIVITY

This MOA shall take effect immediately upon its execution and shall remain in force and effect for a period of two (2) years unless sooner revoked or terminated by mutual agreement of the parties.

X. RENEWAL

Unless revoked or terminated, this MOA shall be automatically renewed, in whole or in part, at the expiration of the initial term. The extension of the validity of the MOA shall be two (2) years unless terminated by either Party through written notice given within ninety (90) days prior to the termination.

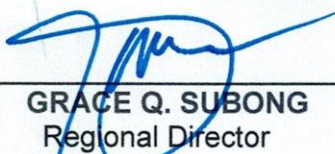
IN WITNESS WHEREOF, the Parties have hereunto set their hands this ___ day of _____ 2024 in Palo, Leyte, Philippines.

Department of Social Welfare and Development

Volunteer for the Visayans, Inc.

By:

By:



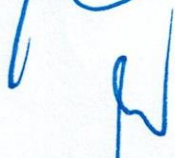
GRACE Q. SUBONG
Regional Director



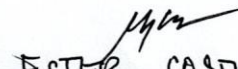
HELENA CLAIRE A. CANAYONG
Director

SMC

Signed in the presence of:



GINA D. OGAY
SWO V/Chief/Protective Services Division



ESTER COSTIN

ACKNOWLEDGEMENT

Republic of the Philippines)
Palo, Leyte) S.S

BEFORE ME, a Notary Public for and in Palo, Leyte this ____ day of _____ 2024 personally appeared:

Both known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of six (6) pages, including this page on which this acknowledgment is written and signed on each and every page thereof by the Parties and their witnesses, and they acknowledged to me that the same is their free and voluntary act and deed as well and that the entities they represent.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.



Jonalyn
ATTY. JONALYN B. CHUA
NC No. 2023-01-77 valid until December 31, 2024
For and within the jurisdiction of Regional Trial Courts of
Tacloban City, Province of Leyte
Attorney's Roll No. 67427
IBP OR No. 405150/Leyte Chapter
PTR OR No. 8492879/January 8, 2024/Tacloban City
MCLE Compliance No. VII-BEP004482

2/16

[Handwritten signature]

[Handwritten signature]