

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE SPANISH AGENCY FOR INTERNATIONAL COOPERATION (AECI) AND THE PROVINCIAL GOVERNMENT OF CAMIGUIN (PGC) FOR THE IMPLEMENTATION OF THE SAIL...

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KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this 5th day of February, 2000 at Mambajao, Camiguin, Philippines, by and between;

The SPANISH AGENCY FOR INTERNATIONAL COOPERATION, represented herein by its President and Secretary of State for International Cooperation and Iberoamerica, H.E. Fernando Villalonga, hereinafter referred to as AECI;

AND

The PROVINCIAL GOVERNMENT OF CAMIGUIN represented by its Governor, Hon. Pedro P. Romualdo, hereinafter referred to as PGC;

WITNESSETH

Whereas, the Third Joint Commission was signed in Manila on the month of February of 1998 by and between the Government of the Republic of the Philippines and the GOS to reiterate both countries' willingness to strengthen their cooperation efforts and define the guiding directions, strategies and areas of development of the said cooperation for the period of 1998-2000;

Whereas, as result of the above-mentioned Commission and in accordance with the first agreement with the PGC wherein the amount of 3.5 Million US Dollars was committed by the GOS through the SAIL Program to the PGC for the Sustainable Development of Camiguin, the continuity of this cooperation was corroborated;

Whereas, the first phase of the SAIL Program, implemented from 1991 to 1996, was aimed at alleviating poverty in Camiguin through direct support in the form of credit, training and technical assistance to target beneficiaries, especially the 30% of the bottom poor of the population, in order to implement viable livelihood supported by basic infrastructure and other services;

Whereas, in 1996, the AECI sent a Spanish expert to Camiguin to evaluate and reformulate the SAIL Program in the light of the priorities identified in the Master Plan of Camiguin, as well as in accordance with the national poverty alleviation related priorities;

Whereas, in October 1996 a reformulated SAIL program proposal dubbed SAIL, Second Phase, the thrusts of which were Food Security and Social Projects, was submitted by the PGC and subsequently approved by the AECI;

Whereas, the SAIL Second Phase will, definitely phase out in April 2000 and it is presently initiating its

administrative closure, having accomplished most of the activities programmed for each of its components;

Whereas, the Master Plan of Cainta identifies the need of establishing a sustainable water supply system in the Province as one of the short and medium term development priority programs in order to cope with present and future population water requirements, as well as to secure this basic service for the evolution of the agro-tourism model of the development of the island;

Whereas, the PGC, together with the SATL-Project Management Unit, did prepare and submit an initial concept proposal to the AECI for the integration of the water supply system of Cainta.

Whereas, the AECI agreed to bestow the amount of one million US Dollars as part of the initially committed three million five hundred thousand US Dollars for the implementation of the SAIL Third Phase "Cainta Integrated Water System";

Whereas, a partial disbursement of the total funds to be granted for the SAIL III implementation in the amount of US\$676,919 was already turned over and, after due clearance from the Department of Budget and Management, has been deposited in a Special account under the name of the PGO and SAIL III Program in March 1999;

Whereas, a Memorandum of Understanding was made and entered into by and between the PGC and the AECI on the 24th of March, 1999 in Manila to set the general conditions to be applied to the said partial funds and to the forthcoming second release from the AECI to the PGC for the SAIL III project implementation;

Whereas, the PGC assigned a Task Force composed of all agencies concerned in engineering, environmental and sanitation aspects of the water supply to identify and appraise the potential geographical areas for water supply, to study the present and future levels of service, ability to be targeted, and to prepare an initial technical proposal for integrating the water supply system in Cainta;

Whereas, the University of San Carlos-Water Resources Center is presently conducting a study to review and enhance the preliminary proposal undertaken by the Task Force as well as to prepare the program of work and all technical plans to be followed by the SAIL Third Phase;

Whereas, the aforesaid study will be completed with the approval of the PGC and the GOS by the end of February of the year 2000;

Whereas, a second release of 64,849.049 pesetas (US\$ 400,000 approximately) to the PGC was done last December 1999 and still being, subjected to the legal procedures of the National Government for the clearance of Foreign Assistance. Funds to the Local Government Units before it is transferred to PGC;

Now therefore, in consideration of the foregoing premises and their mutual covenants hereinafter set forth, the parties hereby agree as follows:

ARTICLE I: GENERAL TERMS AND CONDITIONS

Section 1

1.1 TITLE, OBJECTIVE, COMPONENTS, PROGRAM OF WORK AND COVERAGE

- a) The title of the project shall be CAMIGUIN INTEGRATED WATER SUPPLY AND MANAGEMENT SYSTEM.
- b) The primary objective of the project is to establish a sustainable water supply system that will ensure the access of the communities to this basic resource to improve their, living conditions and to undertake different socio-economic development activities.

The main components of the intervention shall be, in accordance with the strategies, to achieve the main objective, the water management system development and the establishment of the water supply system.

c) The detailed project document and Program of Work, which will guide the overall implementation of the SAIL III "Camiguin Integrated Water Supply and Management System" project, shall be integrated as part of this MOA and incorporated as an annex once the University of San Carlos-Water Resources Center has completed the study, not later than March 1, 2000, and the same approved by SAIL Ad Hoc Joint Committee.

d) The coverage of the SAIL III will principally concentrate on the municipalities of Sagay, Guinsiliban and Catarman identified as the most precarious areas in terms of water supply and socio-economic development.

The whole population of the Province of Camiguin to be benefitted directly or indirectly by the project.

1.2 FUNDS MANAGEMENT

a) The Government of Spain through the AECI has allotted a total of 164,549,049 pis (US\$1,076,919.93 approximately) for the implementation of the SAIL III "Camiguin Integrated Water Supply and Management System" project.

b) The PGC will provide funds of not less than 25% of the total amount in cash and/or kind such as the technical manpower, equipment; office space, and other related facilities.

c) The amount of the second release of funds granted by the AECI to PGC must be deposited in one special account under the name "Provincial Government of Camiguin/SAIL III / 2nd release" in any of the local financial institutions and different from the one previously opened for the first release of funds for SAIL III.

d) The amount in cash provided by the PGC for the SAIL III project implementation shall also be deposited in any of the special account opened for the SAIL III project funds.

e) Signatories for the said account shall be the Provincial Governor of Camiguin and the Resident Coordinator of the Spanish Technical Cooperation Office (STCO), who shall each designate one alternate signatory to facilitate programmed disbursements in case of absence of the principal signatories.

f) The PGC shall facilitate all the information required by the Bureau of Auditing and fulfill the obligations stated in the article 81.4 of the revised General Budgetary Law and its development norms.

g) The AECI reserves the right to audit the PGC's activities related to the use of the funds granted for the SAIL III project as well as its accomplishment.

h) All interest earnings generated by the deposited funds shall be utilized for the expenses derived from SAIL III Project subject to the approval of the Ad Hoc Joint Committee.

i) The Project Management Unit (PMU) shall administer the SAIL III funds, following the program of work for the SAIL III implementation duly approved by the Ad Hoc Joint Committee and guided by the "Administrative Procedures and Policies" stated in the annex I of the Project document to be approved and integrated into this MOA. The checks for disbursement of the funds shall be co-signed by the principal signatories of the special account or their duly authorized alternate.

j) All unused funds either because of non-implementation of the project or an overestimate of the project activities cost shall be returned to GOS through AECI.

k) The SAIL III Funds shall be allocated according to the budget approved in the project document and distributed into two main components: Establishment of the Water Management System and Construction of the Water Supply System.

1.3 IMPLEMENTATION TIMEFRAME

The implementation of the SAIL III project shall be completed in three years, beginning on the date of the signing of the "Concession of Subsidy Resolution, Royal Decree, 259/98" of the first release of funds-December 1998.

Section 2: Definition of Terms

Ad Hoc Joint Committee (AHJC): This shall refer to the body, composed of the AECI, the NEDA Regional Office X, and the PGC members, that shall provide guidance, direction and coordination to the Project Management Unit (PMU).

Project Management Unit (PMU): This shall refer to the unit established under the FGC to undertake the Management of the SAIL III project and funds as well as to coordinate with the concerned local government agencies and departments. A Philippine co-manager shall jointly undertake the management of this PMU with a Spanish co-manager.

Section 3: Organization Structure and Management

ARTICLE II: OBLIGATIONS AND RESPONSIBILITIES

The following shall be the obligations and responsibilities of each party and body involved in the SAIL III project implementation:

1. Provincial Government of Camiguin

As the local counterpart and beneficiary of the SAIL III project, the PGC shall:

- a) Recognize the PMU as the office to assist the Province in the implementation of the project within the agreed timeframe and, therefore, facilitate its functions as stipulated in this agreement, and based on the Administrative Procedures Document attached as Annex 1 of the Project Document.
- b) Commit and provide full effort of the provincial technical departments implementing the SAIL III project, especially the Provincial Engineering Office (PEO) to the accomplishment of the "Camiguin Integrated Water Supply and Management System" project.
- c) Acknowledge the AECI's support to the project by including, in a visible manner, the logo of the "Cooperación Española" in any presentation of the project.
- d) Preside the regular meetings of the Ad Hoc Joint Committee.

2. Ad-Hoc Joint Committee

As the decision-making body of the organization; structure of the SAIL III the Ad Hoc Joint Committee shall:

- a) Review and approve the project document submitted by University of San Carlos Water Resources Management for the implementation of the SAIL III Project.
- b) Determine criteria for hiring the PMU Philippine and Spanish co-managers and staff as well as conduct the selection process.
- c) Approve the annual work program that will provide the direction which the PMU shall adhere to in every stage of the project implementation.
- d) Hold regular quarterly meetings and Supervise the project implementation based on the approved project document and annual work program.

- e) Assess the recommendations of the PMU and make decisions accordingly.
- f) Define the Terms of Reference for hiring technical services if necessary and conduct selection process following the policies and procedures stipulated in Annex I of the project document.
- g) Conduct regular evaluations of the PMU co-managers and, accordingly, decide on their continuity or replacement.
- h) Review the results of the evaluation of the PMU staff carried out by the co-managers and decide on the continuity or replacement of the said employees.
- i) Review and approve the annual budget submitted by the PMU which will refer to the project document prepared by University of San Carlos-Water Resources it for the SAIL III Project.
- j) Decide on any realignment or modification of the original budget when recommended by the PMU.

3. Project Management Unit

As the operational arm of the SAIL III organization structure, the PMU shall:

- a) Manage funds and activities leading to the full accomplishment of the SAIL III program of work.
- b) Coordinate with the Provincial Engineering Office (PEO) and the other members of the Provincial Government SAIL III Task Force for the undertaking and accomplishment of the programmed activities.
- c) Monitor, together with the Provincial Engineering Office, the physical work of the water supply system installation and report weekly on its progress.
- d) Coordinate with the Local Government Units concerned, line agencies and Non-Government Organizations for the accomplishment of the water management System activities as programmed.
- e) Prepare and submit quarterly financial and progress report to the Ad Hoc Joint committee and make the necessary recommendations for the enhancement of the project implementation.
- f) Prepare and submit semi-annual progress and financial reports to the AECI through the Spanish Technical Cooperation Office.
- g) Administer the funds in accordance with the program of work prepared following the Administrative Procedures & Policies stipulated in the Project Document to be integrated into this Agreement and approved by the Commission on Audit (COA).

IN WITNESS WHEREOF, the Provincial Government of Camiguin and the Government of Spain each one acting on behalf of their representatives, having read the document and expressed their agreement to it, hereby sign four copies of this Memorandum, two (2) copies in Spanish and two (2) copies in English, equally valid on the 5th day of February, 2000 in Camiguin, Philippines.

SPANISH AGENCY FOR INTERNATIONAL COOPERATION PROVINCIAL GOVERNMENT OF CAMIGUIN

(Sgd.) H.E. FERNANDO VILLALONGA (Sgd.) HON. PEDRO P. ROMUALDO

President of the AECI and Provincial Governor

Secretary of State for International

Cooperation and Iberoamerica

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