



MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and executed on this ___ day of October 2011, in Quezon City, Metro Manila, Philippines, by and between:

The **OFFICE OF THE OMBUDSMAN (OMB)**, an independent Office existing by virtue of the Constitution of the Republic of the Philippines and statutory law, with office address at Agham Road, North Triangle, Diliman, Quezon City and herein represented by Ombudsman **CONCHITA CARPIO MORALES**;

And

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT (DILG)**, with principal office address at A. Francisco Gold Condominium II, EDSA corner Mapagmahal Street, Diliman, Quezon City and herein represented by Secretary **JESSE M. ROBREDO**;

Herein referred to as "**Parties**"

WITNESSETH:

WHEREAS, Section 13 (7) Article XI of the 1987 Constitution in relation to Section 15 (7) of Republic Act No. 6770 (The Ombudsman Act of 1989) majestically emblazon a mandated Ombudsman corruption, prevention function to determine causes of inefficiency, red tape, mismanagement, fraud and corruption, and make recommendations for their elimination and the observance of high standards of ethics and efficiency;

WHEREAS, the OMB plans to bring the fight against corruption to the local level by helping Local Government Units (LGUs) identify and measure their current vulnerabilities to corruption;

WHEREAS, the OMB, recognizes the value of the Integrity Development Review (IDR) program as a corruption prevention tool aimed towards improving systems in the IDR participating national agencies, and desires that the LGUs have access to the said tool;

WHEREAS, the OMB's IDR is a process of assessing sufficiency of corruption safeguards and areas of vulnerabilities to corruption, which uses tools such as Corruption Resistance Review (CRR) and Corruption Vulnerability Assessment (CVA), including the Stakeholders' Survey as additional IDR tool for LGUs;

WHEREAS, it is the mandate of the Department of the Interior and Local Government (DILG), as the agency that exercises general supervision of local governments in behalf of the President of the Republic of the Philippines, to assist LGUs in achieving an efficient and effective delivery of local services, ensure the localization of national policies, enhance and strengthen local autonomy by enabling LGUs through continuous improvement and capacity-building;

WHEREAS, Republic Act 6975 (Department of the Interior and Local Government Act of 1990) establishes the role of the Department of Interior and

Local Government (DILG) in promoting peace and order, ensuring public safety and further strengthening local government capability aimed towards the effective delivery of basic services to the citizenry through a system of coordination and cooperation among the citizenry, local executives and the integrated law enforcement and public safety agencies.

WHEREAS, pursuant to Administrative Order No. 267, s. 1992, the authority of the President to exercise general supervision over local governments has been delegated to the Secretary of the Interior and Local Government;

WHEREAS, the DILG commits itself to aggressively scale up interventions in the local government system to elevate the practice of local governance that values transparency, accountability, inclusivity and performance into an institutionalized status;

WHEREAS, the DILG, in furtherance of its mandate and commitment, developed management tools to gauge and improve local governance such as the (1) Local Governance Performance Management System (LGPMS) which is a self-assessment and development tool that enables local governments to determine their state of performance and development; (2) Seal of Good Housekeeping (SGH) which aims to recognize LGUs that accord primacy to the principles of accountability and transparency; and (3) Policy Audit and Compliance Tracking System (PACTS) which aims to generate baseline data and continuing information on local legislative and executive action in support of overall government efforts to promote social development, economic development and environmental health; and

WHEREAS, the OMB and the DILG have agreed to work together in promoting good governance in LGUs by harmonizing their governance reform programs such as the IDR, LGPMS, SGH, PCF and PACTS for effective implementation in the LGUs. This joint undertaking is dubbed as the Integrity Development Initiative (IDI) of the Parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties herein express their sincere and unwavering commitment to pursue and support the **IDI Program**, hereinafter referred to as the Program, geared towards its institutionalization in the LGUs and to undertake and assume the following responsibilities:

Article 1. Program Overview

The OMB and the DILG are combining their efforts in order to promote good governance at the local level. Both agencies have been successful in implementing their respective integrity enhancement or governance reform programs but have chosen to bring together resources for the wider and more effective implementation of their programs.

The Parties are collaborating in tool development, capacity building, and promotion of governance reforms in LGUs. By harmonizing indicators used for the IDR and the LGPMS and SGH, results of the LGPMS and SGH would be enhanced to also reflect the progress of LGUs in installing corruption prevention safeguards. Further, improvements in transparency and accountability in the LGUs' systems and procedures are promoted. At the same time, the joint

program allows for wider application of the IDR. More importantly, the Parties expect more determined action from LGUs with joint implementation.

Harmonization of tools/programs includes merging of objectives, updating of old indicators or adoption of new indicators, and integration of processes and key activities. The program is being implemented in phases as agencies involved capacitate themselves for the rollout of the Program. For the initial phase of implementation, selected indicators from the IDR will be used as indicators for the SGH, making integrity enhancement indicators as one of the eligibility requirements for accessing PCF. In the next phase of implementation, the IDR indicators will be included in the calculation of the LGU's final score for the LGPMS. As LGUs progress, the final score for IDR indicators may eventually be adopted as one of the criteria for SGH in succeeding phases.

LGUs have been collecting data annually as part of the LGPMS. The LGPMS web-based platform may generate a report summarizing the LGU's responses to integrity related indicators and final integrity score. This report can be used not just by the LGUs, but by other stakeholders such as the OMB and partner Civil Society Organizations (CSOs), as guide for assessing progress of the LGU and determining LGU's action to scale up corruption prevention or integrity related initiatives.

Further, LGU's actions plans will be monitored by the Parties through DILG's PACTS. The Parties will ensure that the LGUs institute governance reform measures based on an objective assessment. By incorporating integrity development initiatives in the agency's mainstream planning processes, focus in this area can be sufficiently given so as to prompt implementation. Implementation of integrity development initiatives does not only improve governance but ultimately public services.

Specific activities of the Program are contained in the work plan as recommended by the Joint Technical Working Group and as approved by the Joint Management Committee.

Article 2. Establishment of a Joint Management Committee and a Joint Technical Working Group

The Parties will form the Joint Management Committee (JMC) and the Joint Technical Working Group (JTWG) to develop the tools and manage the implementation of the Program. The JMC will be formed to provide overall guidance and ensure coordination among the LGUs. It shall be composed of the Assistant Secretary for Policies, Plans and Programs, Executive Director of Local Government Academy, Director of BLGS, Director of BLGD, Director of Legal Services and Director of Internal Audit Service from the DILG; and the Assistant Ombudsman of PACPO central office and area offices, and Director of Bureau of Resident Ombudsman from the OMB. Please refer to Article 3 for the list of functions of the JMC.

The JTWG shall be composed of at least twelve (12) representatives from the DILG and the OMB selected by the JMC. It will meet monthly or as necessary depending on the phase of implementation to develop the governance tools and discuss program implementation strategies and recommend policy and institutional interventions. Please refer to Article 4 for the list of functions of the JTWG.

The JMC and the JTWG shall also endeavor to identify and recommend other areas of partnership between the DILG and the OMB in strengthening the LGUs' capabilities and integrity in local governance.

Article 2.1. Responsibilities of the Joint Management Committee.

The following are the responsibilities of the JMC:

1. Provide overall guidance to the JTWG and recommend policy directives for the approval of their principals;
2. Institutionalize the Program to ensure its sustainability;
3. Ensure the implementation and approval of an annual work plan relevant to the partnership;
4. Issue appropriate directives (through joint circulars) over the LGUs to facilitate the implementation of the Program;
5. Ensure the institutionalization and implementation of the LGU's action plans in governance reforms;
6. Ensure the establishment of Resident Ombudsman Coordinators (ROCs) in all the LGUs;
7. Implement other tasks that are deemed necessary for the successful implementation of the Program in LGUs; and
8. Recommend and initiate other areas of partnership that will strengthen LGUs' capabilities and integrity in local governance.

Article 2.2. Responsibilities of the JTWG.

The following are the responsibilities of the JTWG:

1. Design and develop the Program;
2. Plan and lead activities, such as periodic meetings, workshops, or training of trainers, which will help in developing the Program;
3. Define implementation strategies for the formulation and monitoring of the LGU action plans in governance reforms; and
4. Formulate policies and procedures necessary to sustain/institutionalize the program and policies to ensure higher levels of organizational and operational integrity in LGUs, particularly by updating the manual of operations;
5. Update the LGPMS manual of operations and user's guide;
6. Continuously identify problem areas in LGUs relevant to governance reforms and to provide recommendations addressing vulnerabilities; and
7. Recommend for approval the following to the JMC:
 - 7.1. Program design
 - 7.2. Work plans
 - 7.3. Implementation strategies
 - 7.4. Policies/guidelines and updated manual of operations
 - 7.5. Joint issuances
 - 7.6. Funding proposal
8. Identify other areas of partnership that will strengthen LGUs' capabilities and integrity in local governance.

The initial work plan is attached to this MOA. Every year, the JTWG shall undertake planning workshop to review progress of implementation and set targets for the ensuing year documented in a work plan.

Article 3. Institutional Arrangements for Program Implementation at the Local Level.

The Parties shall promote the incorporation of a governance/ anticorruption section in the LGU's Comprehensive Development Plan, detailing its action plan for implementing governance reforms based on findings from LGPMS, as well as devise a

monitoring and evaluation scheme relative to the implementation of the CDP and action plan for governance reforms at the local level.

The involvement of Civil Society Organizations (CSOs) in governance reform of integrity development initiatives is valuable. The Parties shall encourage their involvement and facilitate where possible. Further, the Parties shall provide operational guidelines to its relevant offices and LGUs for effective Program implementation.

Article 4. Duties and Responsibilities of the Department of Interior and Local Government and the Office of the Ombudsman.

1. Issue appropriate directives over the LGUs to facilitate the implementation of the Program;
2. Designate representatives, including regional officers, to the JMC and JTWG to attend meetings as scheduled;
3. Select and make available assessors who are already trained to assist in Program implementation;
4. Provide technical and financial support in the institutionalization and implementation of the Program;
5. Establish incentives for the implementation of governance reforms/ integrity enhancement in LGUs (based on results of LGPMS assessment);
6. Advocate the use of the tool and results of the assessment;
7. Design and deliver the Program and initiate other areas of DILG and OMB collaboration to ensure the institutionalization of the integrity aspect of governance in LGUs; and
8. Perform other tasks that are deemed necessary for the successful implementation of the program in LGUs.

Article 5. Duties and Responsibilities of the Department of the Interior and Local Government.

The DILG, as the partner oversight agency, shall ensure successful implementation of the Program in identified LGUs and shall perform the following tasks:

1. Adopt the recommended IDR indicators in existing governance reform tools (e.g. LGPMS, SGH);
2. Promote and provide necessary orientation on the program;
3. Submit reports on the status of LGU compliance with Program implementation to OMB; and
4. Submit LGU data gathered through the tools/program to OMB.

Article 6. Duties and Responsibilities of the Office of the Ombudsman.

The OMB, as the partner oversight agency, shall ensure successful implementation of the Program in identified LGUs and shall perform the following tasks:

1. Designate ROCs in each LGU as recommended by local chief executives;
2. Act on complaints arising from non-compliance with program implementation;
3. Receive and maintain records of monitoring/ evaluation reports and other pertinent information and documents; and
4. Prepare and publish the Program's annual report.

Article 7. Amendments.

Any party to this agreement shall promptly report to each other the occurrence of any event or condition which might delay or prevent timely completion of the outlined tasks.

Any amendment, alteration or modification of any terms and conditions of this MOA shall be valid only upon written agreement by and among the parties.

Article 8. Effectivity.

This Memorandum of Agreement shall take effect immediately.

IN WITNESS WHEREOF, the Parties hereto, acting through their representatives duly authorized for this purpose, affix their signatures on this 27th day of October 2011 in Pasay City, Metro Manila, Philippines.

OFFICE OF THE OMBUDSMAN

By:


CONCHITA CARPIO MORALES
Ombudsman

Witness:


EVELYN A. BALITON
Assistant Ombudsman, PACPO

**DEPARTMENT OF THE INTERIOR AND
LOCAL GOVERNMENT**

By:


JESSE M. ROBREDO
Secretary

Witness:


AUSTERE A. PANADERO
Undersecretary, LG

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in Quezon City, Metro Manila, on this 24th day of October 2011, personally appeared the following public officials:

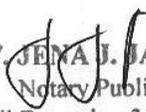
Name	Government Issued Identification Cards		
	Number	Date of Issue	Place of Issue
<u>Ombudsman Conchita Carpio Morales</u>	<u>24708951</u>	<u>Feb. 25, 2011</u>	<u>Manila</u>
<u>Secretary JESSE M. ROBREDO</u>	<u>25008266</u>	<u>MARCH 10, 2011</u>	<u>QUEZON CITY</u>

Who are known to me to be the same authorized officials who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed as well as of the government offices which they respectively represent therein.

This instrument consisting of seven (7) pages, including this page, on which this acknowledgment is printed has been duly signed by the duly authorized officials of the Parties and their witnesses on each and every page thereof refers to a Memorandum of Understanding between the Office of the Ombudsman and the Department of Interior and Local Government represented herein by the above-named government officials which is executed for the purposes therein set forth.

WITNESS my SIGNATURE and NOTARIAL SEAL on the date and place above written

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Series of 2011.


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