

## MEMORANDUM OF AGREEMENT

**Know all Men by These Presents:**

This Memorandum of Agreement made and entered by and between:

The **DEPARTMENT OF TOURISM**, a government agency created by virtue of Presidential Decree 189, with office address at **DOT** Building Agrifina Circle, Rizal Park, Manila, represented herein by its Secretary, **HON. RAMON R. JIMENEZ, JR.**, hereinafter referred to as "**DOT**";

and

The **DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT**, a government agency created by virtue of Republic Act 6975, with office address at A. Francisco Gold Condominium II, EDSA cor. Mapagmahal St., Diliman, Quezon City, represented herein by its Secretary, **HON. MAR ROXAS**, hereinafter referred to as "**DILG**";

and

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, a government institution, duly organized and existing under and by virtue of Presidential Decree No. 205, as amended with principal office address at the DAP Building San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its President, **HON. ANTONIO D. KALAW, JR.**, hereinafter referred to as the "**DAP**".

**- WITNESSETH, that -**

**WHEREAS**, Republic Act No. 9593 otherwise known as the Tourism Act encourages shared responsibility among national and local governments in the development and promotion of local tourism destinations;

**WHEREAS**, the National Tourism Development Plan (NTDP) as adopted by the Tourism Coordinating Council (TCC) and the Economic Development Cluster (EDC), provides for a tourism cluster framework to develop an environmentally and socially responsible tourism at the local level that ensures the protection and conservation of the environment, benefits to local communities, and creation of more jobs and employment, as well as economic growth for local government units (LGUs);

**WHEREAS**, the **DOT** has entered into an Agreement with the Department of Environment and Natural Resources (DENR) through its Biodiversity Partnership Project (BPP) being funded by the United Nations Development Program – Global Environment Facility (UNDP-GEF) to assist in the formulation of local tourism plans and product development in key biodiversity sites with funding support from the project;

**WHEREAS**, the **DOT** has agreed to work with the **DILG** through its Local Governance Support Program for Local Economic Development (LGSP-LED) being funded by the Canadian Government to provide support in the preparation of local tourism plans and projects anchored on the NTDP in identified pilot sites, with financial assistance provided to **DOT**;

**WHEREAS**, the **DOT** has partnered with **DAP** in its initiatives to enhance and provide technical support to LGUs through conduct of trainings on tourism planning

MAGDALENA L. MENDOZA  
Senior Vice-President, DAP

ANTONIO D. KALAW, JR.  
President, DAP

ANNA LIZA V. BONAGUA  
OIC Director, DILG

MAR ROXAS  
Secretary, DILG

DANIEL G. CORPUZ  
Undersecretary, DOT

RAMON R. JIMENEZ, JR.  
Secretary, DOT



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and product development, as well as the formulation of appropriate manuals and literatures to guide the LGUs in their tourism development programs;

**WHEREAS**, in a meeting held on 11 February 2013 the **DOT**, **DILG** (LGSP-LED), **DENR** (BPP), and **DAP** have agreed to collaborate in the preparation of a Tourism Guidebook for LGUs based on the sharing of knowledge and information, as well as financial resources with the objective of assisting LGUs to better plan for their destinations in accordance with the NTDP and to enhance their capabilities to better manage their local destinations;

**WHEREAS**, during the said meeting, the following financial contributions/assistance were agreed upon: **DOT** – P 2 Million, **DILG**(LGSP-LED) – P 2 Million, **DENR** (BPP) – P 1 Million, and **DAP** – P 680,100.00 with the understanding that the **DILG** and **DENR** will remit their contributions to **DOT** in accordance with **DENR**'s existing Memorandum of Agreement (MOA) with **DOT**, and provided that **DOT**, **DILG** and **DAP** will enter into an Agreement pertaining to the implementation of the joint project and release of funds to the latter;

**WHEREAS**, on 19 March 2013, the Secretary of Tourism has confirmed the arrangement for the **DOT** to forge an Agreement with **DAP** for the formulation of a Tourism Guidebook and release to **DAP** the contributions of **DOT**, **DILG** and **DENR** for the said project;

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

**Section 1.** The **DOT**, representing the interests of **DENR** with **DILG** (LGSP-LED) and **DAP** shall:

- a) Develop a user-friendly Guidebook to aid the tourism officers, local planners and other interest groups at the LGU level in planning, promoting and managing sustainable tourism initiatives in partnership with their communities and other stakeholders;
- b) Formulate a questionnaire for generating feedback from selected LGUs on the use of the Tourism Guidebook; and,
- c) Develop training modules on the use of the tourism guidebook for the trainers from the **DOT** Central and Regional Offices.

The **DOT**, **DILG** and **DAP**, through the Technical Working Group (TWG), shall formulate the Tourism Guidebook for LGUs from 01 April 2013 to 31 December 2013, following the attached Project Implementation Work Plan with detailed schedule of activities and estimated man-days agreed upon by the TWG (Annex "A").

**Section 2.** The **DOT**, **DILG** and **DAP** shall have the following responsibilities in the implementation of this Agreement:

## 2.1 DOT

- a) Act as the lead agency for the formulation of the Tourism Guidebook for LGUs;

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- b) Chair the TWG composed of **DILG** (LGSP-LED), **DENR** (BPP) and **DAP**, and provide technical secretariat support such as documentation of meetings and other activities of the TWG;
- c) Convene the regular meetings of the TWG and ensure that member-agencies comply with their commitments to the project in terms of providing information and knowledge as well as funds;
- d) Designate focal persons or representatives to the TWG, including their alternates, who will regularly attend scheduled meetings and workshops;
- e) Ensure that the timetable for the project is complied with, and in accordance with the timelines of the concerned agencies with their funding sponsors;
- f) Facilitate the review, finalization and adoption of the Guidebook; and,
- g) Release the financial contributions of the **DOT**, **DILG** (LGSP-LED) and **DENR** (BPP) to the **DAP** in accordance with the schedule of fund release as outlined in this Agreement.

## 2.2 DILG

- a) Through LGSP-LED, transfer a total amount of P 2 Million to **DOT** as its financial contribution to the project broken down in Annex A and upon submission of TWG approved project deliverables;
- b) Designate focal persons or representatives to the TWG, including their alternates, who will regularly attend scheduled meetings and workshops;
- c) Share available materials with the **DAP** that may be used as references for the development of the Guidebook; and,
- d) Allow **DAP** to pilot test the Guidebook in LGSP-LED sites.

## 2.3 DAP

- a) Act as the lead agency to spearhead the formulation of the Guidebook based on its experiences with local governments and crafting manuals and guidebooks for LGUs;
- b) Constitute and mobilize an internal pool of technical experts composed of but not limited to writers, editors, researchers and planning advisers to work with the TWG in accomplishing its tasks;
- c) Provide a work plan to guide the TWG and ensure that the **DOT** is able to monitor the accomplishments and performance of the TWG;
- d) Organize consultation workshops and write shops, including presentations of outputs, among the TWG and experts to discuss the draft and final Guidebook, including the provision of meals and/or accommodation for the TWG and invited experts;
- e) Provide supplies and materials for meetings, orientations, trainings, and workshops;

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Secretary, DILG

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Undersecretary, DOT

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Secretary, DOT



- f) Submit the draft, revised and final version of the expected outputs (i.e., Tourism Guidebook Outline and Structure, Tourism Guidebook);
- g) Produce electronic copies of the Tourism Guidebook once approved by the TWG;
- h) Design and submit a questionnaire to guide the TWG in eliciting feedback from users; and,
- i) Design and submit training modules to be used by the TWG in disseminating knowledge on the use of the Guidebook, especially for the pilot sites and their technical personnel.

**Section 3.** The **DOT** shall release its financial contribution including those of the **DENR** (BPP) and **DILG** (LGSP-LED) in the total amount of P5,000,000.00 to **DAP** based on the attached schedule and submission of TWG approved project deliverables (Annex "A").

Attached hereto and made an integral part hereof as Annex "B" is the Certificate of Availability of Funds for the project through financial contributions issued by the DOT's accountable officer.

In the event this Agreement is terminated for causes not attributable to the **DAP**, the **DAP** shall be entitled to compensation determined on a pro rata basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

**Section 4.** The **DOT**, **DILG** and **DAP**, including the TWG, shall not divulge at any time to any third persons any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction. All materials and information shared by the TWG members shall only be used for the implementation of this project.

**Section 5.** All materials and work provided by each of the TWG member agencies (DOT, DILG, DENR and DAP) for this Project shall be the intellectual property of the TWG member providing the same and shall not be used for any purpose other than this Project. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent of the TWG members and such other terms as the TWG members shall require.

Any original work created to complete the project shall belong to the TWG members in which case, the work shall be owned jointly by the **DOT**, **DILG**, **DENR** and **DAP**, with each party having royalty free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes.

**Section 6.** This Agreement shall become effective upon execution thereof and shall be completed on 31 December 2013 provided, however, that there shall be flexibility in the project duration for as long as the specific deliverables and outputs of the Agreement are met by the parties.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2013 in \_\_\_\_\_.

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DEPARTMENT OF TOURISM

  
RAMON R. JIMENEZ, JR.  
Secretary

DEPARTMENT OF THE INTERIOR  
AND LOCAL GOVERNMENT

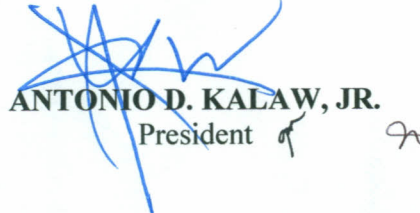
  
MAR ROXAS  
Secretary



DILG-SEC OUTGOING 14-00083



DEVELOPMENT ACADEMY OF THE PHILIPPINES

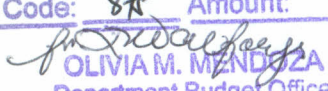
  
ANTONIO D. KALAW, JR.  
President

Signed in the Presence of

  
DANIEL G. CORPUZ  
Undersecretary

  
ANNA LIZA F. BONAGUA  
OIC, Director

  
MAGDALENA L. MENDOZA  
Senior Vice President

P.P.A.: Azn Ailol Class: MOE  
Acct. Code: 87 Amount: P 2,000,000-  
  
OLIVIA M. MENDOZA  
Department Budget Officer

OBR # 17-11-3757



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

: S.S.

CITY OF PASIG )

**BEFORE ME**, on this 23rd day of January, 2014 at Pasig City, personally appeared the following public officials, namely:

**RAMON R. JIMENEZ, JR.** with DOT ID No. 110006, in representation of the **DOT**;

**MAR ROXAS** with DILG ID No. 00001, in representation of the **DILG**;

~~-and-~~

**ANTONIO D. KALAW, JR.**, with DAP Company ID No. 019287, in representation of the **DAP**.

who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of ten (14) pages including this page and **Annex "A"** and **Annex "B"** on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and at bottom of the same instrument on page "5", refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

**WITNESS MY SIGNATURE AND NOTARIAL SEAL** on the date and place first above written.

## NOTARY PUBLIC

Doc No. : 1197  
 Page No. : 31  
 Book No. : 3  
 Series of 2013.

**Atty. Ron P. Salo**  
 Notary Public  
 Until December 31, 2015  
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 IBP Life Member No. 010158 / Rizal Chapter  
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