

Letter of Agreement

Between

TUKOD Project jointly implemented by
The Canadian Centre for International Studies and Cooperation (CECI) and the Center for
Emergency Aid and Rehabilitation, Inc. (CONCERN, INC.)

And

Visayas State University (VSU)

1.0 Nature of Agreement

- 1.01 The Canadian **Centre for International Studies and Cooperation (CECI)** and **CONCERN Inc.**, with their office for Philippines in KM 911, Maharlika Highway, Barangay Caibaan, Tacloban City, Leyte, the "**Implementing Partners**" hereafter and **Visayas State University** based in Baybay, Leyte hereinafter referred to as "**VSU**" agree to collaborate in implementing the Sustainable Economic Growth for the Women and Men Affected by Typhoon Haiyan in Leyte and Samar in the Philippines or "**TUKOD**" hereafter in Leyte, Samar and Eastern Samar provinces of Region VIII.
- 1.02 For the purpose of this Letter of Agreement, the Implementing Partners are legally represented by **Ms. Macelinda B. Cepe, Team Leader** of TUKOD. VSU is legally represented by **Mr. Edgardo E. Tulin, President** of Visayas State University.

2.0 The Project

- 2.01 TUKOD is jointly undertaken by the Government of the Philippines and Global Affairs Canada (GAC).
- 2.02 The Implementing Partners are the implementing agency for the GAC funded TUKOD project. The Implementing Partners have established a TUKOD office in Tacloban City, Leyte Province, which is responsible for the implementation of the Project.

3.0 Nature of collaboration between the Implementing Partners and the VSU

- 3.01 VSU will act as a consultant for part of Component 1 of the TUKOD project: Access to Sustainable and Resilient Livelihoods for women and men active in the agricultural and fisheries sectors. Overall VSU specific responsibilities are described in **Attachment-A**.
- 3.02 Each assignment will be subjected to a specific job description, hereafter referred to as Terms of Reference, signed by both parties. Each signed Term of Reference will be considered part of this agreement.
- 3.03 Each Term of Reference will describe the expected outputs, the budget, the staff needs and a calendar of execution.
- 3.04 During the time that this agreement between the Implementing Partners and VSU is valid, VSU agrees not to initiate other activities in areas that may overlap, compete or conflict with the TUKOD project.
- 3.05 The name of the project areas will be described in each specific job description.

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4.0 The Contribution

- 4.01 Subject to the provisions of this agreement, the Implementing Partners will pay for the services rendered with respect to the responsibilities and Expected Results, which are described in **Attachment-B and more specifically in the terms of reference to be initiated.**
- 4.02 The services shall be paid by the TUKOD project in accordance with the Terms of Payment according to each Terms of Reference and staffing requirements needed. The Implementing Partners reserve the right to increase or reduce both areas coverage and staff requirements as required by the TUKOD project.

5.0 Project staff

- 5.01 VSU will contribute its own staff or students supervised by its Academic staff. In particular, the staff of EcoFarm Resource Institute will lead each assignment for VSU. VSU will hire experienced, motivated and committed staff. Curriculum Vitae (CVs) of VSU staff must be approved by the Implementing Partners.
- 5.02 As much as possible, VSU will be encouraged to include women in its team.

6.0 Financial Records and Reporting

- 6.01 VSU will present a complete financial report with each final technical report at the end of each assignment. The content of each report will be detailed in the Terms of Reference.

7.0 Acknowledgement of Contribution

- 7.01 Where appropriate, VSU will acknowledge the contribution from the Implementing Partners and GAC in any reference made by it with respect to the project in publications, speeches, press releases or other similar matters. The Implementing Partners will similarly acknowledge the partner's participation in the project.

8.0 Monitoring

- 8.01 VSU shall submit to the TUKOD Office for review and approval, the reports described in the terms of reference in the manner stipulated therein.

9.0 Termination

- 9.01 Notwithstanding anything contained in this agreement, the TUKOD Office may at any time by giving one-month notice and written justification, terminate this agreement in whole or in part, in which event VSU shall have no claim against CECI by reason of such termination other than payment of expenses actually committed under this agreement to the date of such termination, less any sums previously paid on account thereof. VSU may terminate this agreement under similar conditions.
- 9.02 The agreement may be terminated by the TUKOD Office without notice if a) the project is not operational for a period of more than three months, or b) GAC terminates its contribution with CECI for the project, or c) misappropriation of project fund by VSU is detected, or d) significant deviations from the expected results of VSU as described in **Attachment-B**, are determined or VSU fails to achieve the expected results as described in Expected Results I and II (Attachment B).

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10.0 Compliance

- 10.01 The TUKOD Office may withhold or cancel any or all payments to be made in accordance with the Terms of Reference if VSU fails to use the contribution exclusively for the project and in accordance with the provisions of this agreement.

11.0 Budget Review

- 11.01 If GAC directs the Implementing Partners to proceed with a re-examination of their budget for the purpose of affecting reductions for specific financial years, this agreement will be reviewed accordingly.

12.0 Liability and Security

- 12.01 VSU is responsible to ensure its own security and the security of its personnel. GAC and the Implementing Partners shall assume no responsibility for the security of the VSU or VSU's personnel
- 12.02 VSU recognizes that work involved in the TUKOD project could expose its personnel to serious risks of injury and/or death.
- 12.03 VSU is responsible to fully and openly disclose to its personnel the inherent risks of the TUKOD project.
- 12.04 VSU is also responsible to keep itself, as well as its personnel, informed of any "Travel Reports and Warnings" issued by GAC.
- 12.05 In particular, VSU should enquire to the Implementing Partners regarding any restrictions and protocols for movements in the TUKOD areas
- 12.06 It is the sole responsibility of VSU to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its own Personnel. If VSU determines that a security plan is necessary, it shall develop, adapt, and implement a security plan based on international best practices in this area, taking the following into consideration:
- a. Security-related issues and challenges in the Philippines in general, and within the Project area;
 - b. Local customs, laws, and regulations;
 - c. Restrictions and protocols for movement in the Project Area, where applicable;
 - d. Security equipment and equipment-related protocols (vehicles, communications, and personal protective equipment, etc.);
 - e. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
 - f. Evacuation, including emergency medical evacuation, procedures;
 - g. Abduction/Missing person protocol(s); and
 - h. Processes for security awareness updates, as required.
- 12.07 The Organization should also put in place for its Personnel, but not limited to the following:
- a. Hospitalization and medical treatment arrangements;
 - b. Mortuary affairs arrangements;
 - c. Procedures for expected conduct and discipline;
 - d. Health and safety protocols as well as insurance requirements; and

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e. Critical incident management procedures, which should be in accordance with the Organization's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

13.0 Anti-Terrorism

- 13.01 VSU declares and guarantees that the funding for the purposes of the Project will not knowingly be used to benefit terrorist groups as defined in the Criminal Code or individual members of those groups, or for terrorist activities, either directly or indirectly. The Canadian government list of terrorist entities can be found at the following web addresses: <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> or <http://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crnt-lstd-eng.aspx>;
- 13.02 VSU is responsible to consult the list in order to keep itself current of the listed terrorist groups during the period of the Agreement.

14.0 International Sanctions

- 14.01 VSU declares and guarantees that the funding for the purposes of the Project will not knowingly be used, either directly or indirectly, in dealing with foreign governments or persons subject to economic sanctions imposed by Canada or the United Nations under the Special Economic Measures Act (SEMA), S.C. 1985, c. 17, the United Nations Act (U.N. Act), S.C. 1985, c. U-2, the Export and Import Permits Act, S.C. 1985, c. E-19, and all other international conventions related to economic sanctions to which Canada has adhered.
- 14.02 VSU shall consult the above link to be aware of the foreign governments, persons and activities subject to economic sanctions during the term of the Agreement.
- 14.03 VSU shall comply with the legislation and regulations related to economic sanctions, and with any modifications made to them, during the term of this Agreement.

15.0 Disclosure

- 15.01 VSU shall not disclose any matter, information or documents, which may come to its knowledge or possession by reason of its participation under this agreement without prior consent of TUKOD Office.
- 15.02 VSU shall ensure that personnel, contractors or outside consultants are bound by the provision of article 12.01.

16.0 Amendment

- 16.01 This agreement may be amended by a formal written amendment executed by the TUKOD Office with the subsequent agreement of VSU.

17.0 Representation

- 17.01 VSU upon signing this agreement represents that it is duly registered under the laws of the Philippines and has full power and authority to receive payments as mentioned in this agreement, to execute, deliver, observe and perform the terms and provisions of the agreement, and has taken all necessary actions and obtained approval to authorize such payments, execution, delivery, observance and performance described there under and for the validity and enforceability of this agreement.

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17.02 VSU further represents that the terms and provisions of the agreement do not violate and are not in contravention to the provisions and the objectives mentioned in its constitution.

18.0 Undertaking

18.01 VSU upon signing this agreement undertakes that during the continuance and duration of this agreement it will maintain its legal personality/existence and not partake in activities, which shall forfeit or endanger its rights as a legal personality and renew its incorporation in time.

18.02 The partner NGO/ entity further undertakes to comply with all applicable existing laws, rules and regulations non compliance of which might adversely affect the execution and implementation of the provisions of this agreement and its rights and ability to duly execute, deliver, observe and perform the terms and provisions of this agreement.

19.0 Duration and effective date

19.01 The duration of this agreement will be from its **15 April 2016 to 31 March 2018**.

20.0 Entire agreement

20.01 This agreement together with attachments A and B, and all Signed Terms of Reference between both parties constitute the entire agreement between the parties with respect to the project.

This agreement, its interpretation, its performance, its validity, and its effect will be constructed and enforced in accordance with the laws effective in the Philippines. This agreement has been executed on behalf of VSU and on behalf of Implementing Partners by their duly authorized officers.

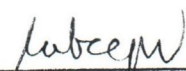
For Visayas State University

For the Implementing Partners – TUKOD
PROJECT



Edgardo E. Tulin PhD
PRESIDENT
Date:

Place:



Macelinda B. Cepe
National Team Leader
Date:

Place:



Romel B. Armecin
Director, Eco- FARM
Date:

Place:



Dario C. Medallo
SEEM Specialist
Date:

Place:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES.)
Province of Leyte.....)S.S.

BEFORE ME, a Notary Public, for and in the above stated locality, personally appeared on _____ the following:

Name	CTC No.	Date/Place of Issue
Edgardo E. Tulin, PhD.	01073391	01/13/16/ Baybay City, Leyte
Macelinda B. Cepe	06846174	03/22/16/ San Fernando, Pampanga

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they respectively represent.

This instrument, consisting of eight (8) pages, including the pages whereon the acknowledgments are written, has been signed by the parties and witnesses on all pages.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

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Book No. 777/11
Series of 2016

NOTARY PUBLIC

Subscribed
Edgardo E. Tulin
Macelinda B. Cepe
[Signature]

**Sustainable Economic Growth
for the Women and Men Affected by Typhoon Haiyan
in Leyte and Samar in the Philippines**

or TUKOD

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Attachment - A: Responsibilities

1. Responsibilities

Working under and reporting to the TUKOD Office, VSU will be directly responsible for the implementation of part of the Component 1: Access to Sustainable and Resilient Livelihoods for women and men active in the agricultural and fisheries sectors of the TUKOD project.

More specifically, VSU will;

- Appoint a project coordinator who will act as focal person to respond to the technical support needed by the TUKOD project.
- Provide required number of experts and students to complete each terms of reference to be signed
- Monitor, supervise and support all consultancy activities being undertaken by their own staff and students in the project areas.
- Maintain close coordination with related collaborating partners, LGUs and target groups for implementing project activities for which VSU is responsible
- Coordinate planning, management and monitoring of its activities with the TUKOD project.

VSU, in general, will, in accordance with the Department of Agriculture and the Yolanda response strategy of the national and regional government:

- Carry out studies, including a baseline study, to identify pilot areas for the agricultural activities of the project
- Conduct a needs assessment to carry out training in relation to Climate Smart Agriculture Technologies to be implemented in the project areas
- Develop functional relationships with private and governmental service delivery organizations.
- Undertake other reasonable duties as required by the project and identified in the Terms of reference.

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Attachment - B: Terms and Methods of Payments

1.0 Payments for Services

For the performance of services described in the Attachment-A, and more specifically in Terms of reference to be designed, the Implementing Partners agree to pay VSU on the following basis:

- 1.1 The Implementing Partners will pay VSU on the basis of the number of person days employed for the project activities described in Attachment-A, and more specifically in Terms of reference to be designed.
- 1.2 The Implementing Partners will pay VSU at a rate to be determined according to the qualification of each expert involved. However, the rate shall not exceed 5,000 PHP (five thousand pesos only) per person day. It is understood that this rate is inclusive of all expenses, such as:
 - Staff salary/benefits
 - Program monitoring and supervision
 - Stationery and communications
 - Administrative costs and all other expenses
- 1.3 Staff transportation, daily allowances and accommodation will be paid upon presentation of receipts and expenses accounts acceptable to the Implementing Partners.
- 1.4 For assignment longer than 30 days, VSU will present a monthly financial report to the project office and no later than the 3rd day of the following month. Timesheets and copies of original supporting documents for all expenses, as per TUKOD's policies, must be attached to the report. After verification of these financial reports, the Implementing Partners will pay VSU for services provided.
- 1.5 The Implementing Partners will make payments to VSU within 15 office days of receiving satisfactory financial and progress reports as they will be listed in the Terms of reference.

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