

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE
GOVERNMENT OF AUSTRALIA RELATING TO THE INFORMATION,
EDUCATION AND COMMUNICATION SUB-COMPONENT PROJECT
OF THE URBAN HEALTH AND NUTRITION PROJECT**

1. GENERAL

1.1 This MEMORANDUM expresses the understanding of the Government of the Republic of the Philippines (GOP) and the Government of Australia (GOA) concerning the responsibilities and contributions respectively of the two Governments in regard to the Information, Education and Communication Sub-component Project (hereafter referred to as the Project) of the Urban Health and Nutrition Project located at Metro Manila, Metro Cebu and Cagayan de Oro in the Philippines. The Project aims to improve the health and nutritional status of urban slum women, their children and families through information, education and communication activities and interventions for the women themselves, their communities, the health care providers at the primary health care level and first referral levels and their local government officials, over a period of five years as further describe and detailed in Annex 1 to this Memorandum (Project Activities).

2. EXECUTING AUTHORITIES

2.1 The Executing Authorities for this project will be:

For the GOP : The Department of Health (DOH); and

For the GOA : The Australian International Development
Assistance Bureau of the Department of
Foreign Affairs and Trade (AIDAB).

2.2 AIDAB may engage suitably qualified contractors to undertake any part of its obligations under this Memorandum.

3. DEFINITIONS

3.1 For the purposes of this Memorandum:

(a) "Australian institutions, firms and organizations" means Australian institutions, firms and organizations engaged in the Project;

(b) "Australian Project Personnel" means Australian nationals or permanent residents or other persons who are not nationals or permanent residents of the Philippines who are working in the Philippines on an activity under this Memorandum and whose salaries or other cost are funded from the contributions of the GOA to the Activity;

(c) "dependent/dependant" means the spouse or unmarried minor children of a member of the Australian personnel or any other person

recognized by the two Governments as a dependent/dependant of a member of the Australian personnel;

(d) "professional and technical material" means equipment and other goods imported by members of the Australian personnel or Australian institutions, firms and organizations for their professional use in carrying out their assigned duties under the Project and paid for from funds provided by the Government of Australia;

(e) "Australian Project supplies" means equipment, materials and other goods supplied for the execution of the Project, the cost of which are funded from the contribution of the GOA to the Project;

(f) "Australian team leader" means the designated representative in the Philippines of the consultant contracted by AIDAB on behalf of the GOA to implement the Project;

(g) "motor vehicles" means motor vehicles supplied for the execution of the Project, the cost of which is funded from the contributions of the Government of Australia to the Project;

(h) "services" means services performed by individuals or by general professional partnerships registered in the Philippines; and

(i) "personal and household effects" means equipment and other goods imported by Australian institutions, firms and organizations for the personal use of Australian personnel and their dependents/dependants while engaged in the Project.

4. MANAGEMENT

4.1 Responsibility for the Project will be vested in a Project Coordinating Committee (PCC), whose membership will be comprised of GOP and GOA appointees. The GOP will appoint the chairperson of the Committee, and will also nominate as Committee members representatives of the DOH and any other related agencies. The GOA will appoint as Committee members the Australian team leader and a representative of the Australian Embassy.

4.2 The Committee will meet not less than twice a year. Additional meetings of the PCC may be requested by the DOH or by the Australian Embassy. Its functions will include:

(a) monitoring project implementation; and

(b) advising the two Governments on Project progress, and recommending to the Governments changes in the Project components budget and future direction.

5. CONTRIBUTIONS

5.1 The contributions of the GOP and the GOA are detailed in Annexes 2 and 3 of this Memorandum and are estimated to value \$A 0.324 million and \$A 4.775 million respectively. The financial contribution of the GOP will be subject to its annual Congressional appropriations. Disbursement of Australian contributions will be subject to the normal Australian annual parliamentary approval of appropriations.

Contributions of the World Bank are estimated at \$A 332,500 and are detailed at Annex 4.

6. FACILITATION

6.1 The GOP will provide personnel and facilities necessary to enable Australian Project personnel to efficiently and economically carry out Project Activities and, without limiting the generality of this paragraph, such contribution will include:

- (a) access to Department of Health facilities, documentation and personnel;
- (b) provision of appropriate offices and work facilities; and
- (c) all necessary approvals and authorities for carrying out Project Activities.

7. IMPLEMENTATION, MONITORING AND EVALUATION

7.1 During the first three months of the Project, the Philippine and Australian project staff will examine plans for the management of the Project and will present an Implementation Document for the approval of the two Governments. The Implementation Document will- be adopted in accordance with Article 16 of this Memorandum of Understanding, and will supersede the Design Document as the primary reference for the Project thereafter.

7.2 A progress evaluation of the Project shall be arranged and made by and between both Governments whenever convenient to them. Such an evaluation should be undertaken by a joint investigation team created by the two Governments. Members of the team should not include any of the staff involved in the Project.

8. PERSONNEL

8.1 Personnel provided by the GOA to the Project will be responsible for ensuring the effectiveness of the Project and will have an advisory and consultative role.

8.2 The Australian Team Leader will have administrative control with respect to duties, discipline, leave and other administrative issued concerning personnel funded by the GOA (including Philippine nationals employed as consultants) to achieve project objectives and subject to the laws and regulations of the Republic of the Philippines.

9. SUPPLIES AND MOTOR VEHICLES

9.1 With regard to project supplies, motor vehicles and professional and technical materials and services whether to be imported into and/or procured within the Philippines, the GOP will:

- (a) be responsible for the payments of import duties, Value Added Tax (VAT) and other duties and taxes imposed in the Philippines; and be responsible for inspection fees, storage and all other levies, fees and charges;
- (b) facilitate the expeditious clearance and release of imported project supplies and motor vehicles including the provision of appropriate