

Department of Social Welfare and Development (DSWD)

and the

Department of the Interior and Local Government (DILG)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding, hereinafter referred to as MOU, made and entered into this 5th day of NOVEMBER 2019 by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created and existing under the laws of the Republic of the Philippines with principal office address at Batasang Pambansa Complex, Constitution Hills, Quezon City herein represented by **ROLANDO JOSELITO D. BAUTISTA** in his capacity as the **DSWD SECRETARY**, and hereinafter referred to as **DSWD**;

and

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT (DILG)**, a national government agency created and existing under the laws of the Republic of the Philippines with principal office address at DILG NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City herein represented by **EDUARDO M. AÑO** in his capacity as the **DILG SECRETARY**, and hereinafter referred to as **DILG**;

WHEREAS, Section 9, Article II of the 1987 Constitution declares that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

WHEREAS, Section 2 Chapter 1, Title XVI, Book IV of the Executive Order (EO) No. 292, otherwise known as the Administrative Code of 1987, the **DSWD** is mandated to provide a balanced approach to welfare whereby the needs and interests of the population are addressed not only at the outbreak of crisis but more importantly at the stage which would inexorably lead to such crisis.

The same provision provides that the **DSWD** shall be able to provide an integrated welfare package to its constituents on the basis of their needs and coordinate the service facilities required from such departments or agencies, governmental and non-governmental, which can best provide them.

WHEREAS, under Executive Order (EO) No. 867 series of 2010, the **DSWD** as the coordinator of the National Social Welfare Program conceptualized the National Household Targeting System for Poverty Reduction (NHTS-PR) or Listahanan to establish a system of identifying who and where the poor households are, shall maintain the system and serve as the repository of the data on poor households, which shall be used by NGAs in prioritizing beneficiaries of government's social protection programs and projects which shall update the data every four (4) years.

programmed to update the database of poor households through the conduct of Listahanan nationwide household assessment this year;

WHEREAS, in order to have an orderly, effective and comprehensive implementation of the nationwide household assessment, the **DSWD** shall be needing the cooperation and assistance of the Local Government Unit (LGU) officials, in all areas for household assessments;

WHEREAS, the **DILG**, pursuant to the provisions of Executive Order 292, or the Administrative Code of 1987, is mandated to assist the President in the exercise of general supervision over local governments and in ensuring autonomy, decentralization and community empowerment;

WHEREAS, one of the powers of the **DILG** is to establish and prescribe rules, regulations and other issuances and implementing laws on the general supervision of local government units and on the promotion of local autonomy and monitor compliance thereof by said units;

WHEREAS, the **DSWD** and the **DILG** agree that the **DSWD** needs the assistance of the **DILG** in the implementation of the Listahanan nationwide household assessment, and that the **DILG** shall provide assistance to the **DSWD** in the conduct and implementation of the household assessment in 2019 and of the following household assessments;

WHEREAS, the **DILG** in the exercise of its powers under Executive Order (EO) No. 262, shall enjoin all City/Municipality and Barangay Officials in the conduct of the Listahanan nationwide household assessment in all of its phases of the project cycle: preparatory, data collection, validation and finalization and data sharing;

NOW THEREFORE, for and in consideration of the above premises, the **DSWD** and **DILG** hereby agree as follows:

1. The **DSWD** Shall:

1.1 Through the National Household Targeting Office, develop, enhance and maintain a database of poor households that can be shared with National Government Agencies (NGAs) and Civil Society Organizations (CSOs) / Non-Government Organizations (NGOs) as well as the Local Government Units (LGUs) and other stakeholders to enable them to objectively identify the poor who shall be prioritized in the delivery of social protection programs and projects;

1.2 Formulate a unified criteria for the identification of poor households through scientific means;

1.3 Conduct the Listahanan nationwide household assessment to gather data necessary in the identification of poor households;

1.4 Facilitate sharing of the database of poor households to both the public and private social protection stakeholders in accordance with its guidelines;

LGUs in the conduct of household assessment implementation.

2. The **DILG** shall:

2.1 Enjoin City/Municipal/Barangay Officials to assist the **DSWD** in the implementation of Listahanan nationwide household assessment in all the phases of the Listahanan project cycle starting from the preparatory, data collection, validation and finalization and until report generation phase. The implementation of the Listahanan household assessment shall be solely funded by the DSWD;

2.1.1 Preparatory Phase

2.1.1.1 LGUs shall designate a Focal Person, preferably from the Office of City/Municipal Social Welfare and Development Office (C/MSWDO), who shall be the focal person of the DSWD throughout the conduct of the Listahanan nationwide household assessment;

2.1.1.2 Mapping of households within the area of jurisdiction of the Barangay to facilitate efficient and complete household assessment and deployment of enumerators;

2.1.1.3 Conduct of barangay assemblies to inform the public/constituents on the conduct of the Listahanan nationwide household assessment;

2.1.1.4 Orientation to residents to make themselves available on the assessment period and for them to provide truthful and accurate responses (spelling of names, birthdates, etc.);

2.1.1.5 Preparation of a masterlist of the residents of barangay for reference and monitoring of the Listahanan field personnel;

2.1.2 Data Collection Phase

2.1.2.1 Provision of guides to the Listahanan field personnel who shall be deployed in their respective barangays, particularly in hard-to-reach areas;

2.1.2.2 Security over the person and property of the field personnel during the conduct of the enumeration proper and any activity related to the conduct of the household assessment;

2.1.2.3 Issuance of a Certificate of Completion confirming that all households in the identified assessment areas were visited. The Certificate of Completion shall be signed by the barangay chairperson or any authorized barangay official;

2.1.3 Validation and Finalization Phase

2.1.3.1 Creation of the Barangay Verification Team (BVT) through a Barangay Ordinance, composed of the Punong Barangay, First ranking Sangguniang Barangay member, Sangguniang Barangay member who is the Chairman of the Committee on Social Welfare and Services, Civil Society Organization Representative in the Barangay, that will work with our Area

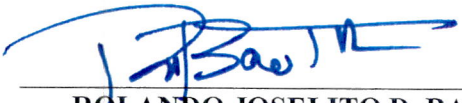
- 2.1.3.2 Creation of the Local Verification Committee (LVC) through a Local Ordinance, composed of the representatives from the C/MSWDO, City/Municipal Planning and Development Office, two (2) Civil Society Organizations present in the LGU, and the Local Chief Executive or his/her representative, that will work with our Area Supervisors to resolve the grievances as recommended by the BVT and submit a report to the DSWD;
- 2.1.3.3 Provision of a secured space for the posting of the initial list of poor households;
- 2.1.3.4 Conduct of barangay general assemblies to advise their constituents to review the initial list of poor households for correctness and completeness, and file grievances accordingly;
- 2.1.3.5 Identify and allocate space for receiving grievances;
- 2.1.3.6 Receive and evaluate grievances relative to the exclusion from the identified initial poor households; inclusion of a non-poor household in the list; misspelled or incorrect household information.

3. The **Parties** agree that the provisions of RA No. 10173 or the Data Privacy Act of 2012 shall be considered read into this MOU and that the same principles of transparency, legitimate purpose and proportionality shall govern the implementation of this MOU;
4. The **Parties** agree to be bound by utmost confidentiality and undertake to observe a non-disclosure policy on all information obtained during the existence of this contract;
5. The **Parties** agree that if the information obtained becomes essential for the social protection programs of the DILG, the **Parties** shall enter into a contract (Memorandum of Agreement) prior utilization of the data to secure the personal and sensitive individual information of the households in the Listahanan database to protect the fundamental right of human privacy and communication of all the members of the households;
6. The **Parties** agree to perform all reasonable precautions to prevent unauthorized access, use, alteration, storage, copying, and leakage of data;
7. The **Parties** agree to designate focal persons to monitor and ensure faithful implementation of this MOU during the household assessments;
8. This **MOU** may be amended, terminated or revoked upon written agreement of the **Parties**, provided that all amendments shall be covered by Supplemental Provisions by both **Parties** which shall be incorporated as integral part of the **MOU**, or may be pre-terminated on any of the following grounds:
 - a. Failure on the part of either party to comply with any of the terms and conditions of this MOU;
 - b. Misrepresentation and other fraudulent practices of either party; and
 - c. Occurrence of force majeure when it is improbable for the undertakings on this agreement to be carried out.

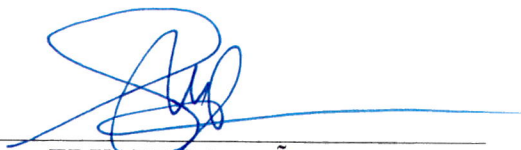
writing by the parties.

IN WITNESS WHEREOF, the **Parties** hereto have caused this Agreement to be signed in their respective names in QUEZON CITY, Republic of the Philippines, as of the day and year written above:

For the **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**

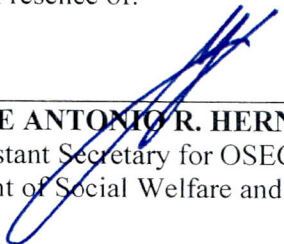

ROLANDO JOSELITO D. BAUTISTA
Secretary
Department of Social Welfare and Development

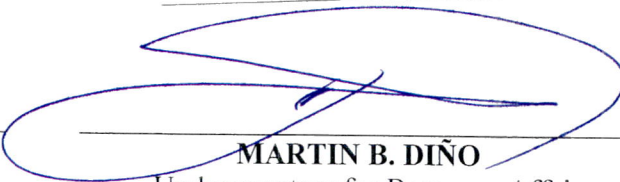
For the **DEPARTMENT OF INTERIOR LOCAL GOVERNMENT**


EDUARDO M. AÑO
Secretary
Department of Interior and Local Government



Signed in the Presence of:


JOSE ANTONIO R. HERNANDEZ
Assistant Secretary for OSEC Concerns
Department of Social Welfare and Development


MARTIN B. DIÑO
Undersecretary for Barangay Affairs
Department of Interior and Local Government

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	VERIFIED EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
<u>ROLANDO JOSELITO D. BAUTISTA</u>	<u>DSWD ID # 180235</u>	<u>OCT 2018 / Q.C.</u>
<u>EDUARDO M. AÑO</u>	<u>AFP ID # OTAG 0020484</u>	<u>15/09/2017 / Q.C.</u>

known to me to be the named persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of five (5) pages including this page wherein this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 05 NOV 2019 day of 20 at QUEZON CITY, Philippines.

Doc. No. 11 :
Page No. 23 :
Book No. XXXVIII :
Series of 2019

ATTY. MUSA J. MALAYANG
Notary Public for the Philippines
NOTARY PUBLIC
Commission No. 284
IBP No. 074089, 02-21-2019
PTR No. 73270070, 1-9-2019
Attorney's Reg. No. 30532
MCLE Compliance Voucher 089, 4-2016-2019

DRN: 42793

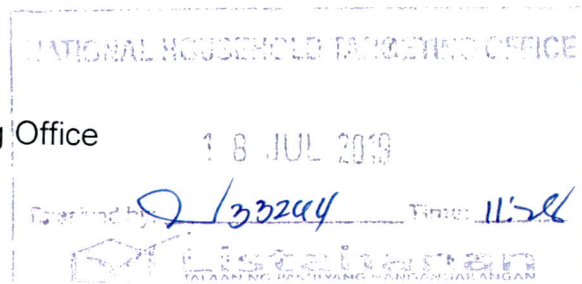
MEMORANDUM

FOR **Director Andrew J. Ambubuyog**
OIC, National Household Targeting Office

FROM **Legal Service**

SUBJECT **MOU with DILG re Listahanan 3**

DATE **17 July 2019**



Further to your MEMORANDUM dated 11 July 2019, we reviewed the revised Memorandum of Understanding (MOU) with the Department of Interior and Local Government (DILG) for the conduct of the third Listahanan nationwide household assessment and below are our comments:

1. For clarity, we reiterate our previous comment contained in our MEMORANDUM dated 2 July 2019 (copy attached), that the Agreement shall also remain effective until the completion of all necessary activities for the conduct of Listahanan 3.
2. For minor corrections, please see attached sheet.
3. Please note that under the DSWD Manual of Delegation of Authority, the concerned officials such as the Secretary, Undersecretary or Assistant Secretary is authorized to approve the MOU, and is the proper signatory therein, and not the OIC of the Legal Service.

For your consideration.


Maria Cassandra M. Urbiztondo
Officer-in-Charge

MEMO TO DIR ALINO RE MOU WITH DILG



MEMORANDUM

TO : MARIA CASSANDRA M. URBIZTONDO
Officer-In-Charge, Legal Service

FROM : THE OFFICER-IN-CHARGE
National Household Targeting Office

SUBJECT : RE: MOU WITH DILG REGARDING LISTAHANAN 3

DATE : 19 July 2019

This is in reference to your memorandum dated 17 July 2019 on the above subject. The National Household Targeting Office (NHTO) acknowledges and appreciates the comments provided in the said memorandum. Furthermore, we have incorporated all comments besides item 1 which provides that:

" 1. For clarity, we reiterate our previous comment contained in our MEMORANDUM dated 2 July 2019 (copy attached), that the Agreement shall also remain effective until the completion of all necessary activities for the conduct of Listahanan 3. "

The abovementioned item refers to item 9 of the Memorandum of Understanding (MOU) which states that:

" 9. This MOU shall take effect immediately upon the signature of both parties and remain in force until superseded by another MOU, or unless sooner terminated in writing by the parties."

In relation to this, we would like to clarify that the intention of the effectivity clause (item 9) of the MOU is for the agreement to take effect beyond the implementation of Listahanan 3 so that future nationwide household assessments may take advantage of its existence.

For your information.


ANDREW J. AMBUBUYOG