



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MoU**) entered into by and amongst:

**FUNDACIÓN ACCIÓN CONTRA EL HAMBRE** hereinafter referred to as "**Action Against Hunger**", a duly registered international organization authorized to perform its humanitarian / development programs in the Philippines with address at 4th floor Eurovilla 4, 853 A. Arnaiz Avenue, Legazpi Village, Makati City 1229, represented by **GUY HALSEY**, Country Director of the Philippine mission;

- and -

The **UNITED ARCHITECTS OF THE PHILIPPINES, INC.**, hereinafter referred to as the "**UAP**", a non- stock, non-profit corporation existing under the laws of the Republic of the Philippines, with business address at the **UAP** National Headquarters, 53 Scout Rallos Street, Diliman, Quezon City, represented by **GUILLERMO H. HISANCHA**, National President;

- and -

**THE UAP EMERGENCY ARCHITECTS**, a special committee under the **UAP**, as the duly constituted disaster arm for emergency response, rehabilitation and recovery, with office at 53 Scout Rallos, Quezon City, represented herein by its Chairman, **AR. MARIE STEPHANIE N. GILLES**, hereunder referred to as **UAP-EA**;

**Action Against Hunger, UAP, and UAP-EA**, shall hereinafter be collectively known as **Parties**;

### CONCERNING

**WHEREAS, Action Against Hunger** is an international and independent humanitarian organization that fights hunger at all stages, from its most extreme manifestation of severe acute malnutrition to its underlying causes. **Action Against Hunger** has a long track record of emergency; early recovery, and development work in the Philippines;

**WHEREAS, Action Against Hunger** has an integrated approach with various sectors of intervention in Nutrition and Health, Water, Sanitation and Hygiene, Food Security & Livelihoods, Emergency Response and Disaster Risk Reduction-Climate Change Adaptation. **Action Against Hunger** has been implementing emergency response, early recovery, and developmental interventions across the country since the year 2000;

**WHEREAS, the UAP** as the Integrated and Accredited Professional Organization of Architects, through its **UAP-EA** as its disaster risk reduction and management arm, has committed to expand its network of services and utilize the knowledge and skills of its members in disaster risk management, to take part in the rehabilitation of disaster areas, design for emergency structures, site planning, and disaster risk resilient construction;

**WHEREAS, the UAP** through its special committee of the **UAP-EA**, has been rendering emergency assistance in times of disasters and calamities, especially in rapid assessment, technical evaluation, retrofitting, repairs of damaged structures and buildings, and has an established team for outreach;

**WHEREAS, UAP** through its **UAP-EA**, established with the purpose of addressing programs in disaster risk reduction, building capacities for stakeholders in fostering disaster mitigation, preparedness, rehabilitation, and recovery, and is in a collaborative stance to partner in inter-disciplinary and multi-sectoral undertakings;



**WHEREAS, Action Against Hunger** with its project: Strengthen Disaster Preparedness and Improve the Effectiveness of Response to Humanitarian Crises in the Philippines aims to improve evacuation sites and introduction of alternative temporary shelter models to target 10 municipalities in Surigao del Sur and the Compostela Valley funded by Spanish Agency for International Development Cooperation (AECID);

**WHEREAS, Action Against Hunger**, through its Philippine Mission has invited the **UAP-EA** to a partnership with the latter's advocacy in resilient building, with main activities in retrofitting of evacuation sites and modelling of alternative temporary shelters along with the purpose of improving the recipient local governments' capability in resilient building methods under the **UAP-EA's** initiative;

**WHEREAS, the Parties** have agreed to collaborate in designing program of works in retrofitting and construction of alternative temporary shelter models in line with the mentioned project's overall objective and the **Action Against Hunger** is willing to cooperate with the **UAP-EA** and is ready, willing and able to enter into this **MOU** with the **UAP-EA** to carry out joint humanitarian projects;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, mutual covenants and agreements herein set forth, the **Parties** agree that:

#### **Article 1: PURPOSE**

The purpose of this **MoU** is to provide a framework for cooperation and coordination between **Action Against Hunger** and **UAP-EA** in relation to resilience building, with main activities in retrofitting of evacuation sites and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces;

#### **Article 2: DURATION**

The capacity building activities on retrofitting of evacuation centers and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces will be conducted within the period of **March 2018 to December 2018**;

#### **Article 3: COORDINATION**

The **Parties** shall set up a Coordination Team (CT) which shall be composed of key members of **Action Against Hunger** and **UAP-EA**. The CT will coordinate and discuss important issues and concerns related to the partnership in both technical and operations;

#### **Article 4: ROLES AND RESPONSIBILITIES OF THE ACTION AGAINST HUNGER**

4.1 Lead in planning and preparation of the activities in the targeted project areas in coordination with **UAP-EA**;

4.2 Lead in the coordination with local partners such as Community and Local Government Units both Municipality and Barangay levels;

4.3 Cover the cost of **UAP-EA** endorsed staff on their air fare tickets and accommodations in the conduct of identified capacity building activities concerning retrofitting of evacuation centers and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces based on the agreed workplan and terms of reference;

4.4 Cover an agreed honorarium for **UAP-EA** endorsed staff in the conduct of identified capacity building activities concerning retrofitting of evacuation centers and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces based on the agreed workplan and terms of reference;

4.4 Provide **UAP-EA** with necessary security information and updates while in the field which is in accordance to the Security Protocol of **Action Against Hunger**;



4.5 Identify **Action Against Hunger** staff to support and accompany **UAP-EA** staff in all agreed project activities;

#### Article 5: ROLES AND RESPONSIBILITIES OF UAP-EA

5.1 Identify **UAP-EA** staff to be involved in the capacity building activities concerning retrofitting of evacuation centers and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces based on the agreed workplan and terms of reference;

5.2 Lead in the review and development of program of works and bill of quantities of relevant retrofitting of evacuation centers and modelling of alternative temporary shelters in Compostela Valley and Surigao del Sur provinces in coordination with **Action Against Hunger**;

5.3 Facilitate identified capacity building activities in **Action Against Hunger** covered areas namely in Compostela Valley and Surigao del Sur provinces;

5.4 Responsible for their own security and liability concerns, provided that all ground activities of **UAP-EA** are covered with similar security protocols for **Action Against Hunger** activities and staff members;

#### Article 6: BINDING EFFECT & TERMINATION

6.1 This **MoU** shall be binding upon all the parties, their agents, representatives, assignees and successors-in-interest, and shall terminate when all the objectives of this **MOU** are attained **not later than December 31, 2018** and can be subject for extension;

6.2 In case of breach of any provision of **MoU** and where no measures were taken to rectify the breach in a given specified time, the aggrieved party can terminate the **MoU** by a two-week written notice sent to the defaulting party. This notice has to be submitted by a method authorizing a proof of delivery.

6.3 All parties may suspend implementation of all or part of the partnership if circumstances, chiefly force majeure, make it too difficult or dangerous to continue. The parties must inform in writing all parties without delay and with all necessary details and vice versa.

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Done in English in two originals, with one original being **Action Against Hunger**, and another one original being **UAP-EA**.

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All signatories hereto acknowledge that they have read the foregoing **MOU** and by their signatures certify that they have full and complete authority to execute this document.

**IN WITNESS WHEREOF**, the duly authorized representatives of all Parties hereby affix their respective signatures this \_\_\_\_ day of \_\_\_\_\_, 2018, Philippines

The partners represented by:

**GUY HALSEY**  
Country Director  
Action Against Hunger – Philippine Mission

**Ar. GUILLERMO HISANCHA, UAP**  
President  
United Architects of the Philippines

Witnesses:

**PHILIPP DANAOS**  
DRR/CCA Coordinator  
Action Against Hunger – Philippine Mission

**Ar. STEPHANIE GILLES, UAP**  
Chairperson  
United Architects of the Philippines

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NOTARY PUBLIC  
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