



MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and executed by and between:

The **OFFICE OF THE OMBUDSMAN**, with principal office address at the Ombudsman Building, Agham Road, National Government Center, North Triangle, Diliman, Quezon City, herein represented by **OMBUDSMAN CONCHITA CARPIO MORALES**;

-and-

The **ARMED FORCES OF THE PHILIPPINES (AFP)**, with principal office address at the General Headquarters, Armed Forces of the Philippines, Camp General Emilio A. Aguinaldo, Quezon City, and herein represented by **CHIEF OF STAFF GENERAL GREGORIO PIO CATAPANG JR., AFP**.

WITNESSETH:

WHEREAS, the Constitution mandates that the State shall maintain honesty and integrity in the public service and shall take positive and effective measures against graft and corruption.

WHEREAS, the Constitution requires that public officers and employees must, at all times, be accountable to the people, serve them with utmost responsibility, integrity, loyalty, efficiency, act with patriotism and justice and lead modest lives.

WHEREAS, the Office of the Ombudsman, as a constitutional office tasked as protector of the people, is mandated under Republic Act No. 6770 to act promptly on complaints filed in any form or manner against officers or employees of the Government, or of any subdivision, agency or instrumentality thereof, including government-owned or controlled

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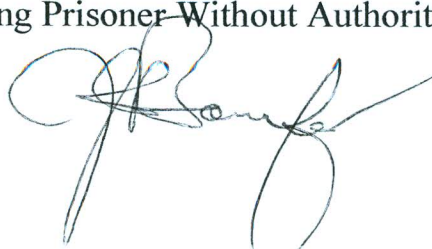
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. The Office of the Ombudsman, through OMB-MOLEO, shall have exclusive jurisdiction over criminal and administrative cases where the acts complained of involves graft and corruption, arising from, but not limited to, violation of the following laws:

- a. Republic Act No. 3019, as amended (Anti-Graft and Corrupt Practices Act);
- b. Republic Act No. 1379 (An Act Declaring Forfeiture in Favor of the State Any Property Found to Have Been Unlawfully Acquired by Any Public Officer or Employee and Providing the Proceedings Thereof);
- c. Republic Act No. 7080 (An Act Defining and Penalizing Crime of Plunder);
- d. Republic Act No. 9184 (Government Procurement Reform Act);
- e. Republic Act No. 9485 (Anti-Red Tape Act); and
- f. Revised Penal Code, as amended, Title II (Crimes Against the Fundamental Laws of the State), Title VII (Crimes Committed by Public Officers), and Articles 171 (Falsification) and 172 (Use of Falsified Documents).

2. The AFP shall have exclusive jurisdiction over crimes and administrative offenses identified under the Articles of War which strictly affect military order, organization and discipline, and those classified as war offenses, viz:

- Art. 58. Certain Acts to Constitute Desertion.
- Art. 59. Desertion.
- Art. 60. Advising or Aiding Another to Desert.
- Art. 61. Entertaining a Deserter.
- Art. 62. Absence Without Leave.
- Art. 63. Disrespect Toward the President, Vice-President, Congress of the Philippines or Secretary of National Defense
- Art. 64. Disrespect Toward Superior Officer.
- Art. 65. Assaulting or Willfully Disobeying Superior Officer.
- Art. 66. Insubordinate Conduct Toward Non-Commissioned Officer.
- Art. 67. Mutiny or Sedition.
- Art. 68. Failure to Suppress Mutiny or Sedition.
- Art. 69. Quarrels; Frays; Disorders.
- Art. 70. Arrest or Confinement.
- Art. 72. Refusal to Receive and Keep Prisoners.
- Art. 73. Report of Prisoners Received.
- Art. 74. Releasing Prisoner Without Authority.



- Art. 75. Delivery of Offenders to Civil Authorities.
- Art. 76. Misbehavior Before the Enemy.
- Art. 77. Subordinates Compelling Commander to Surrender.
- Art. 78. Improper Use of Countersign.
- Art. 79. Forcing a Safeguard.
- Art. 80. Captured Property to be Secured for Public Service.
- Art. 81. Dealing in Captured or Abandoned Property.
- Art. 82. Relieving, Corresponding With, or Aiding the Enemy.
- Art. 83. Spies.
- Art. 86. Drunk on Duty.
- Art. 87. Misbehavior of Sentinel.
- Art. 88-A. Unlawfully Influencing Action of Court.
- Art. 89. Intimidation of Persons Bringing Provisions.
- Art. 90. Good Order to be Maintained and Wrongs Redressed.
- Art. 91. Provoking Speeches or Gestures.
- Art. 92. Dueling.

3. The AFP shall also have exclusive jurisdiction over cases involving the salary, benefits, remuneration and promotion of military personnel, including those violations of the economic provisions of Republic Act No. 9262 (Anti-Violence Against Women and Their Children Act).

4. In cases where the acts complained of are graft and corruption-related referred to in paragraph 1:

- 4.1. The Office of the Ombudsman shall act on the complaint pursuant to its existing rules of procedure. It may conduct a fact-finding investigation on the complaint or docket the case for preliminary investigation and/or administrative adjudication.
- 4.2. The AFP shall endorse the complaint to the Office of the Ombudsman, through OMB-MOLEO, for appropriate action.

5. In cases where the acts complained of are classified as war offenses, those which strictly affect military order, organization and discipline, and those affecting personnel movement and personal financial matters involving military personnel referred to in paragraphs 2 and 3:

- 5.1. The AFP shall act on the complaint pursuant to its own rules of procedure.

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5.2. The Office of the Ombudsman, through OMB-MOLEO, shall endorse the complaint to the AFP for the latter's appropriate action.

6. The Office of the Ombudsman reserves its constitutional right to take over, at any stage of the proceedings, the investigation of cases in the exercise of its primary jurisdiction over cases cognizable by the Sandiganbayan.

7. Except for those cases falling under paragraphs 1, 2, and 3 hereof, the Office of the Ombudsman or the AFP may endorse or refer to the other party complaints filed before it if, in its own evaluation, the complaint may be better addressed or resolved by the other. Such endorsement or referral, however, may be recalled at the discretion of the endorsing or referring party, upon motion or request of the complainant for good cause shown within a reasonable time from notice. Upon final disposition of the endorsed or referred case, the Office of the Ombudsman or the AFP, as the case maybe, shall inform the endorsing or referring party by furnishing a copy of the decision, resolution or order.

8. In all other cases, the Office of the Ombudsman or the AFP shall be precluded from acting on the complaint which has already been taken cognizance by the other after having been informed of such fact.

JOINT FACT-FINDING INVESTIGATION TEAM

9. In cases where there is a need to conduct joint fact-finding investigation as determined by the Deputy Ombudsman for MOLEO, with the concurrence of the Chief, Office of the Ethical Standards and Public Accountability (OESPA), AFP, the respective heads of OMB-MOLEO and AFP OESPA shall identify the members and composition of the Joint Fact-finding Investigation Team which shall be supervised by a lawyer from OMB-MOLEO. The heads of office shall issue the appropriate office orders.

10. The Joint Fact-finding Investigation Team shall be created on a case-to-case basis and the designation of members thereof shall be for the duration of the investigation of the case assigned.

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11. The Joint Fact-finding Investigation Team shall submit its reports directly to the Deputy Ombudsman for MOLEO, copy furnished the Chief, OESPA, AFP.

12. Travel and logistical requirements of the members of the Joint Fact-finding Investigation Team incurred in the conduct of fact-finding investigation shall be borne by their respective agencies.

TRAINING AND EDUCATION PROGRAM

13. The Office of the Ombudsman and the AFP shall conduct joint training seminars to enhance the technical know-how of their personnel on investigative techniques and case management, as well as on public accountability and good governance.

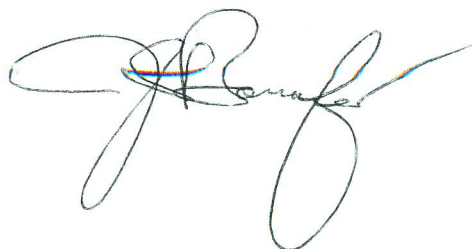
14. The expenses for such trainings and seminars shall be borne by both parties.

MONITORING, ENFORCEMENT, AND REPORTING

15. The AFP, through the OESPA, shall assist the Office of the Ombudsman in serving the latter's Orders, Subpoenas, Resolutions, Decisions, Interlocutory Orders and any other processes to the concerned respondents.

16. Whenever the Office of the Ombudsman shall issue an order preventively suspending military personnel, the AFP shall immediately order the relief from duty of said personnel for the duration of the preventive suspension. Such relief from duty shall be construed as compliance with the order of preventive suspension.

17. The Office of the Ombudsman, taking into account the nature of military functions, shall, in cases where the penalty imposed is suspension without pay, convert the same into a fine equivalent to the respondent's salary at the ratio of one (1) day suspension to one (1) day fine, payable to the Office of the Ombudsman. The fine shall be for a maximum of the respondent's salary for one year, pursuant to the rules of procedure of the Office of the Ombudsman.



18. The AFP shall, in cases where the Office of the Ombudsman imposes the penalty of fine, establish a system to ensure its payment within a maximum period of one year from the date of the respondent's receipt of the Decision, copy furnished the AFP OESPA. The period of payment shall depend on the amount of fine and other circumstances as may be determined by the AFP.

19. The AFP shall faithfully implement the Decisions and Orders of the Office of the Ombudsman within fifteen (15) days from receipt thereof and report to the latter its implementation three (3) days thereafter.

20. Any request for information/data by one party to another, which are not confidential in nature or otherwise prohibited by law or regulation, shall be acted upon with dispatch.

21. The Office of the Ombudsman and the AFP shall each designate a unit/office and a liaison officer who shall coordinate the implementation of this Agreement and submit periodic reports, the frequency of which shall be mutually decided by the parties.

GENERAL PROVISIONS

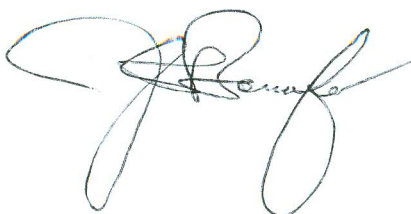
22. This Agreement shall apply only to cases filed after its effectivity.

23. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions that are otherwise valid, binding and effective.

24. All amendments to this Agreement shall not be valid and binding unless the same be in writing and duly signed by the parties.

25. Either party may cause the termination of this Agreement upon a thirty-day written notice.

26. This MOA constitutes the entire agreement between the parties, their respective administrators, successors and assignees. Any and all matters



that the parties may have agreed but have not been reduced in writing herein shall be void and ineffective.

27. All inconsistent prior agreements are deemed superseded, including the previous MOA dated 29 January 2004 entered into by the Office of the Ombudsman, the AFP and the Commission on Audit.


28. This MOA shall take effect on 01 December 2014.

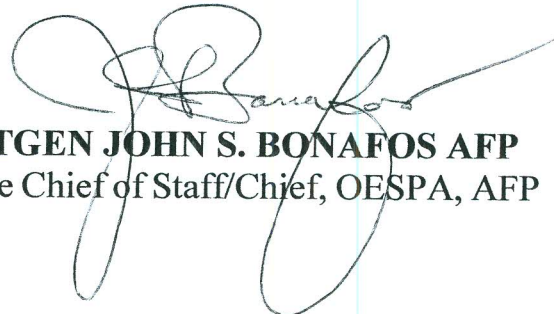
Quezon City, Philippines, 14 November 2014.


CONCHITA CARPIO MORALES
Ombudsman


GEN GREGORIO PIO CATAPANG JR. AFP
Chief of Staff, AFP

Witnessed by:


CYRIL E. RAMOS
Deputy Ombudsman for MOLEO


LTGEN JOHN S. BONAFOS AFP
Vice Chief of Staff/Chief, OESPA, AFP

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.


BEFORE ME, a Notary Public for and in Quezon City, personally appeared:

NAME	Valid I.D. No./Place and Date of Issue
Conchita Carpio Morales	Ombudsman ID No.110110 issued at the Office of the Ombudsman, Quezon City
Gregorio Pio P. Catapang Jr.	Military ID No. G14-0-19313 issued on 14-Aug-14 at Camp Aguinaldo, Quezon City

both known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is an act of their free and voluntary will and deed.

The Memorandum of Agreement consists of nine (9) pages, including the page where this acknowledgment is written, and signed by the parties and their witnesses on every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 14th day of November 2014 in Quezon City Philippines.


ATTY. JOAN LOU P. GAMBOA
Notary Public For and In Quezon City
Adm. Matter No. NP-242 (2013-2014)
#1335 G. Araneta Avenue, Quezon City
Roll of Attorneys No.56905
IBP Lifetime Member No. 08272
PTR No. 9043873, 03 January 2014, Quezon City
MCLE Compliance No. IV-0003438
My Commission Expires on 31 December 2014

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