

**MEMORANDUM OF AGREEMENT
ON COMMISSION ON AUDIT (COA) – OFFICE OF THE
OMBUDSMAN (OMB) JOINT INVESTIGATIONS**

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into on April 18, 2012 at Quezon City, Philippines, by and between:

The COMMISSION ON AUDIT (COA), a constitutional body organized and existing under the Constitution and the laws of the Republic of the Philippines, with principal office at COA Compound, Commonwealth Avenue, Diliman, Quezon City, Metro Manila, herein represented by its Chairwoman, Honorable **Ma. Gracia M. Pulido Tan**; and

The OFFICE OF THE OMBUDSMAN (OMB), a constitutional body organized and existing under the Constitution and the laws of the Republic of the Philippines, with principal office at the OMB Building, Agham Road, North Triangle, Diliman, Quezon City, Metro Manila, herein represented by the Ombudsman, Honorable **Conchita Carpio Morales**,

WITNESSETH

WHEREAS, the COA and the OMB as members of the Inter-Agency Anti-Graft Coordinating Council aim to pursue a common goal of ensuring the successful investigation and prosecution of cases against officials and employees involved in graft and corruption, and violation of the Code of Conduct and Ethical Standards For Public Officials and Employees;

WHEREAS, the COA and the OMB have institutionalized collaborative efforts and joint anti-corruption initiatives towards a more effective investigation and prosecution of cases arising out of COA fraud audit reports collectively, the "Cases";

WHEREAS, the COA and OMB have entered into various agreements, including Memorandum of Understanding dated May 20, 2010, MOA dated July 16, 2010 and Joint Memorandum Circular on Joint Investigations dated October 12, 2010, to pursue strategic plans for such purposes;

WHEREAS, the COA and OMB intend to continue and enhance these collaborative efforts, ensure full enforcement of pertinent laws and rules, and enhance the prevention and deterrence aspect of anti-corruption initiatives;

WHEREAS, there is an imperative need for the COA and the OMB to closely coordinate with each other and present an aggressive front to facilitate the filing and prosecution of the Cases;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein contained, the COA and OMB hereby agree to be bound by the following terms and conditions:

**ARTICLE I
COMMON RESPONSIBILITIES OF COA AND OMB**

1. The COA and OMB acknowledge as shared responsibility the effective investigation and prosecution of the Cases, which are indicated or described in Annex "A" hereof.
2. They shall fully cooperate and provide each other with financial resources, professional expertise, information, and other data and inputs to ensure the effective investigation and prosecution of the Cases.
3. The COA and OMB shall give priority to the investigation and/or prosecution of the following Cases;
 - a. Swine Program of the Quedan and Rural Credit Guarantee Corporation (QUEDANCOR)
 - b. Procurement of fertilizers by the Department of Agriculture
 - c. Fund transfers to the National Agri-Business Corporation (NABCOR)
 - d. Purchase of rubber boats by the Philippine Navy
 - e. Grant of allowances to officials and employees of the Metropolitan Waterworks and Sewerage System (MWSS)
 - f. Malampaya fund utilization
 - g. Procurement by the Philippine National Police of helicopters, rubber boats, outboard motor, police coastal craft and repair of V-150 light armored vehicles including purchase of parts
 - h. Selected Transactions of the GSIS
 - i. Armed Forces of the Philippines (AFP) – Retirement and Separation Benefits System (RSBS) Investments
 - j. Payment of Snap Election Paraphernalia by COMELEC
 - k. Such other cases as may be identified by the parties from time to time

4. The COA and OMB shall create special joint teams (the "Joint Teams") for the investigation and prosecution of the Cases;
5. The Joint Team shall hold office at the second floor of the old SAADO Building, COA, consisting of an area of about 335.13 square meters as indicated in the existing layout attached as Annex "B" and made an integral part of this MOA (hereafter, the "COA-OMB Room");
6. Joint Memorandum Circular on Joint Investigations dated October 12, 2010 creating the Joint Investigation Team from COA and OMB shall be adhered to, subject to the provisions of this MOA.
7. The COA and OMB shall also cooperate in the effective prosecution of the Cases before the Sandiganbayan and regular courts, as the case may be.
8. The COA and OMB agree to sign, execute, and deliver all the necessary documents and approvals for the effective pursuit of the objectives of this MOA.
9. The COA and OMB shall each designate a focal person for the undertakings under this MOA, who shall act as their representatives and designees in the day-to-day management and operation of the Joint Teams. Until otherwise replaced by the COA or OMB, the focal persons are Atty. Gilbert G. Kintanar, Chief Executive Staff, Office of the COA Chairman, and Deputy Special Prosecutor John I.C. Turalba, for the COA and OMB respectively.

ARTICLE II RESPONSIBILITIES OF COA

1. COA shall undertake the initial repairs and outfitting of the COA-OMB Room, specifically the ceiling, and the air conditioners to make them in good condition prior to occupancy;
2. COA shall allow the Joint Teams to keep its reports, supporting documents and evidences for the cases subject of this MOA inside the room.
3. COA shall provide the office furniture and equipment for the use of its personnel assigned to the Joint Team.
4. COA shall make available for use by the OMB, furniture and equipment donated to COA by the US Agency for International Development (USAID)-Management Systems International (MSI).

**ARTICLE III
RESPONSIBILITIES OF OMB**

1. The OMB shall give to the COA the list of its personnel assigned to the Joint Teams under this MOA. Such personnel shall comply with COA security regulations including the wearing of Identification Cards, entry and exit from premises, parking of vehicles, etc.
2. It shall provide and/or bear the costs of the following services for the use of the room –
 - a. Janitorial
 - b. Security
 - c. Utilities-water, electricity, telephone, internet connection, etc.
3. It shall keep the room in good condition and make necessary ordinary repairs without right to reimbursement and maintain its cleanliness and orderliness.
4. It shall provide such other office furniture and equipment for the use of its personnel as deemed necessary, in addition to that provided by COA under Article II (4) herein.
5. It shall promptly vacate and surrender the room to the COA at the termination of this MOA, including all fixtures belonging to the COA, in the condition in which they were found upon occupancy, excepting damage or deterioration due to reasonable use, ordinary wear and tear, and *force majeure*.
6. At the expiration of the MOA, all minor improvements, additions, equipment, furniture and other movable property owned or made at the expense of the OMB may be removed by the OMB, provided they can be removed without significant damage to the room.
7. All equipment, furniture and other property owned by COA including those donated by the USAID-MSI and used in the COA-OMB Room shall be returned to COA upon expiration of this MOA.

**ARTICLE IV
OTHER PROVISIONS**

1. This MOA shall be for a period of three (3) years effective April 18, 2012 unless notice to terminate it is given by any party at least one (1) month before the termination thereof. It shall be renewed upon mutual agreement of the parties.

2. All permanent improvements and other fixtures attached to the building shall be retained by COA at the termination of this MOA.
3. The rules and regulations of the COA and OMB shall continue to govern the actions of their respective personnel assigned to the cases covered by this MOA, subject to the provisions hereof.
4. Any amendments to this Memorandum of Agreement shall be made only upon mutual agreement of the parties and reduced in writing.

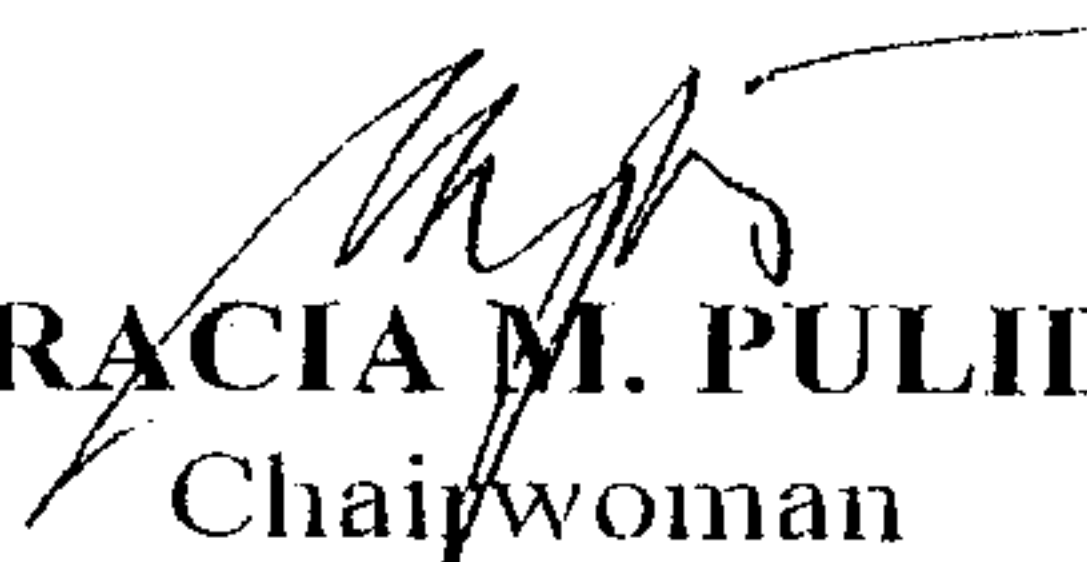
IN WITNESS WHEREOF, the COA and OMB have set their hands on the date and place first above-mentioned.

COMMISSION ON AUDIT

OFFICE OF THE OMBUDSMAN

By:

By:


MA. GRACIA M. PULIDO TAN
 Chairwoman


CONCHITA CARPIO MORALES
 Ombudsman

Signed in the Presence of:

WENDELL B. SULIT
 Chief Special Prosecutor
 Office of the Ombudsman

ACKNOWLEDGMENT

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

At the City of Quezon on this 18 th day of April 2012, personally appeared the following with their respective IDs bearing their photographs and signatures and through which the undersigned has been able to confirm their identities:

Name

VALID ID NO. Date of Issue

1. MA. GRACIA M. PULIDO TAN
2. CONCHITA CARPIO MORALES

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and further acknowledged the same to be their own free and voluntary act and deed, as well as that of the juridical entity represented herein.

This document, consisting of six (6) pages, including this page where the Acknowledgment is written, was signed by the parties thereof and their respective witnesses on each and every page and sealed with my notarial seal.

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

[Signature]
ATTORNEY AT LAW
NOTARY PUBLIC
 My Commission Expires on Dec 31, 2013
 P.T.R. No. 6072109
 Issued on Jan 4, 2013
 Issued at O. C.
 IBP Lifetime No. 06724
 Roll No. 89746
 MLE Compliance III - 0007838

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