

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is entered into on the _____ in Manila, Philippines, by and between:

FRANCISCO T. DUQUE III, MD, MSc
Secretary, Department of Health

DEPARTMENT OF HEALTH OF THE PHILIPPINES, a national government entity duly organized and existing under the laws of the Republic of the Philippines, with office address at San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, Philippines, herein represented by its Secretary, **HONORABLE FRANCISCO T. DUQUE III, MD, MSc**, hereinafter referred to as the "**DOH**";

and

DEPARTMENT OF EDUCATION OF THE PHILIPPINES, a national government entity duly organized and existing under the laws of the Republic of the Philippines, with office address at DepEd Complex, Meralco Avenue, Pasig City, herein represented by its Secretary, **HONORABLE LEONOR MAGTOLIS BRIONES**, hereinafter referred to as "**DepEd**";

In this Agreement, DOH and DepEd are individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the State recognizes its mandate to provide equitable and accessible quality healthcare for all Filipinos, which includes healthcare programs such as immunization that help protect adults and children against diseases like measles, mumps, rubella, to name a few;

WHEREAS, from January to December 2018, there were 21, 812 reported measles cases with 146 deaths. Out of the total suspected cases, 70% have not been immunized with measles and 29% has unknown vaccination status;

WHEREAS, from January to 17 February, 2019, there were 9,267 reported measles cases with 202 deaths. Out of the total suspected cases, 64% have not been immunized with measles and 16% has unknown vaccination status;

WHEREAS, the DOH declared Measles Outbreak in the National Capital Region, other Regions of Luzon, Central and Eastern Visayas;

WHEREAS, the DOH will conduct measles vaccination from March to April 2019. The targets to be vaccinated with Measles, Mumps, Rubella (MMR) vaccine are all Kinder to grade 6 learners using the school based strategy;

WHEREAS, the DepEd plays a critical role in the screening of learners for vaccination and securing informed parental consent for the successful implementation of Measles vaccination pursuant to the screening procedures set in the Joint Memorandum Circular issued by the DOH and DepEd;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree to the following terms and conditions:

LEONOR MAGTOLIS BRIONES
Secretary, Department of Education

ARTICLE I: NATURE AND SCOPE

The Parties hereby agree to cooperate in this undertaking and comply with the terms and conditions set forth in this Agreement and as introduced above.

- 1.1. Being the lead agency in the implementation of measles vaccination and principal health agency in the Philippines, all the vaccinations shall come from the DOH, and accordingly, it shall be primarily responsible for administering the said vaccinations, together with all related activities thereto. Accordingly, DOH holds the DepEd free and harmless from any and all claims, demands, actions, obligations, losses, damages, injuries, liabilities and proceedings whatsoever made against the DepEd by any person by reason of the fault or negligence of the former, its officers, employees, agents and its assigns, including DepEd public health workers who assists in the vaccination activities, and against all costs and expenses incurred with respect to such claims, demands, actions, obligations, losses, damages, injuries, liabilities and proceedings.
- 1.2. DOH as the central organizing entity covenants that it has or will have the full support of all needed entities to meet the logistic, financial, and delivery requirements for its measles vaccination, including the health officials who can provide vaccinations in coordination with volunteers for broad based notification and use of provided facilities where needed.

FRANCISCO T. BUQUE III, MD, MSc
Secretary, Department of Health

ARTICLE II: ROLES AND RESPONSIBILITIES OF DEPARTMENT OF HEALTH

DOH shall undertake the following responsibilities using their status as a national agency and at its own cost:

- 2.1 DOH shall be the overall lead agency in implementing the measles vaccination including development of guidelines and provision of the vaccines;
- 2.2 DOH shall designate its Assistant Secretary from the Public Health Services Team to be the national focal person and the Chairperson of the Technical Working Group who will oversee the entire program implementation including but not limited to:
 - 2.2.1 Involvement of partner agencies (DepEd) in the planning, coordination, and timely implementation of activities of the program
 - 2.2.2 Coordination with concerned departments within the DOH including its regional offices, cold chain facilities, program coordinators, among others;
 - 2.2.3 Timely distribution of vaccines to DOH regional offices, LGUs
 - 2.2.4 Organize avenues for the conduct of program monitoring and evaluation in coordination with DepEd
- 2.3 DOH shall provide necessary support to ensure participation of concerned DOH departments and personnel in all relevant meetings and activities with regard to the implementation of the immunization program
- 2.4 DOH shall develop communications plan in relation to the immunization activities in close coordination with DepEd, including risk communications
- 2.5 DOH shall oversee the design and implementation of the Adverse Event Following Immunization surveillance
- 2.6 DOH shall prepare and provide national accomplishment reports to DepEd with regard to the implementation of the measles vaccination

LEONOR MAGTOLIS BRIONES
Secretary, Department of Education

ARTICLE III: ROLES AND RESPONSIBILITIES OF DEPARTMENT OF EDUCATION

DepEd shall undertake the following responsibilities using their status as a national agency and at its own cost:


FRANCISCO T. DUQUE III, MD, MSc
Secretary, Department of Health

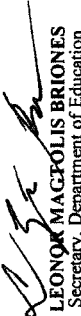
- 3.1. DepEd shall participate in the planning, coordination and provide full support to DOH in the implementation of the measles vaccination in all public schools;
- 3.2. DepEd shall issue a circular addressed to all its concerned departments as well as officials including school principals with regard to the vaccination program;
- 3.3. DepEd shall designate its Undersecretary for Administration as its national focal person who will also be a member of the Technical Working Group that will be formed by the DOH; The Director of the Bureau of Learner Support Services (BLSS) shall be the alternate with technical representation from the BLSS-Schools Health Division.
- 3.4. DepEd shall provide necessary support to ensure participation of concerned DepEd departments and personnel in all relevant meetings and activities with regard to the implementation of the vaccination program
- 3.5. DepEd, through all participating public schools, shall provide DOH the list of eligible students for vaccination based on screening procedure pursuant to the guidelines set in the Joint Memorandum Circular issued by the DOH and DepEd;
- 3.6. DepEd, through all participating public schools, shall ensure that the parents of the eligible students are informed on the disease and immunization activities;
- 3.7. DepEd shall assist in the actual vaccination day by deploying its public health workers to all participating public schools who will guide the vaccinators and eligible students;
- 3.8. DepEd shall provide a way to inform parents through adequate discussion of the informed consent relevant to the vaccination of the children
- 3.9. Coordinate and participate in the feedback, monitoring and evaluation of the Program;

ARTICLE IV: DATA PRIVACY

- 4.1. Any necessary personal and sensitive information shall be gathered with the consent of the data subject, declared, specified and used for legitimate purposes in relation to the Project and appropriately protected in consonance with Republic Act 10173 or the Data Privacy Act. Only authorized personnel of the Parties shall have access to any personal and sensitive data/information gathered. All personal and sensitive data/information shall be stored, processed and disposed of in accordance with applicable laws.

ARTICLE V: MODIFICATION and TERMINATION OF AGREEMENT

- 5.1. This Agreement shall commence upon its signing by the Parties. This Agreement may be amended by the Parties only by mutual written consent signed by all Parties. However, either party may terminate this Agreement without cause, by giving written notice to the other at least thirty (30) days prior to the intended date of termination. This shall be without prejudice to the right of each party to terminate the Agreement in case of violation by the other party of its obligations under this Agreement. The Party effecting such termination shall immediately notify the other Party in writing of the reasons for such termination and may, if desired, provide a ten (10) day period for the other Party to cure its compliance failures.
- 5.2. Any modification of the plan, withdrawal of other implied funds, or misappropriation of funds or materials is cause for immediate termination of this agreement unless the alteration is approved in writing signed by both parties.


LEONOR MACFOLÍS BRIONES
Secretary, Department of Education

ARTICLE VI: NOTICES

6.1 All notices required or permitted under the AGREEMENT will be in writing and will be deemed duly given when delivered by courier, registered mail, or facsimile transmission, to each Party at the address set forth below or at the addresses as the Parties may designate to each other in writing.

Office of the Secretary
Department of Health
San Lazaro Compound
Sta. Cruz, Manila

Office of the Secretary
Department of Education
DepEd Complex
Meralco Avenue, Pasig City

FRANCISCO T. DUQUE III, MD, MSc
Secretary, Department of Health

ARTICLE VII: GENERAL PROVISIONS

- 7.1. The Parties warrant that their authorized representatives executing this Agreement have the legal authority to bind them to all the terms of this Agreement.
- 7.2. The Parties hereby authorize their representatives to sign multiple copies of this Agreement. Each signed identical copy will be deemed an original.
- 7.3. This Agreement shall be binding on the Parties hereto, and their affiliates, assignees, heirs, successors-in-interest, agents, legal representatives, executors or administrators.
- 7.4. If for any reason, any provision of this Agreement is declared to be invalid, the other provisions hereof that are not affected thereby shall continue to be in full force and effect.
- 7.5. DOH recognizes the need for qualified health workers with licenses and certified health status who shall provide the healthcare services and must depend on local government leaders for verification.
- 7.6. This Agreement shall be construed and governed under and in accordance with the laws of Philippine governing law.

LEONOR MAGTOLIS BRIONES
Secretary, Department of Education

IN WITNESS WHEREOF, the Parties hereunder set their hand on the date and place above-mentioned.

DEPARTMENT OF HEALTH

DEPARTMENT OF EDUCATION


FRANCISCO T. DUQUE III, MD, MSc
Secretary


LEONOR MAGTOLIS BRIONES
Secretary

WITNESSES:

ROLANDO ENRIQUE D. DOMINGO
Chief of Staff, Undersecretary
Health Regulation Team
Department of Health

DR. NELIA V. BENITO
Director IV
Bureau of Education Assessment
Department of Education

FRANCISCO T. DUQUE III, MD, MSc
Secretary, Department of Health

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Manila) S.S.

BEFORE ME, personally appeared the following persons:

Name	Competent Proof of Identity	Date/Place Issued
FRANCISCO T. DUQUE III, MD, MSc Department of Health	PRC ID No. 0055229	13 February 2019, Manila
LEONOR MAGTOLIS BRIONES Department of Education	Passport No. D0001058A	3 September 2016/ DFA Manila

personally known to me to be the same persons who executed the foregoing instrument for and on behalf of the entities represented herein, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the principals represented herein.

I hereby certify that this document, consisting of five (5) pages including this page on which this acknowledgment is written, has been signed by the Parties and their instrumental witnesses at the foot thereof and on each and every page of this Memorandum of Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2019 at Manila, Philippines.

LEONOR MAGTOLIS BRIONES
Secretary, Department of Education

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.

Notary Public