

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE  
GOVERNMENT OF AUSTRALIA RELATING TO THE  
PHILIPPINES/AUSTRALIA INTEGRATED WOMEN'S HEALTH  
TRAINING PROJECT IN THE PHILIPPINES**

**1. GENERAL**

THIS MEMORANDUM expresses the understandings of the Government of the Republic of the Philippines (GOP) and the Government of Australia (GOA) concerning the responsibilities and contributions respectively of the two Governments in regard to the Philippines/Australia Integrated Women's Health Training Project (hereafter referred to as the Project) located at the Department of Health in the Philippines. The Project is intended to improve the capacity of primary and secondary level health providers in the public sector to provide quality integrated women's health care services in the Philippines over a period of five years as further described and detailed in Annex 1 to this Memorandum (Project Activities).

**2. EXECUTING AUTHORITIES**

The Executing Authorities for this Project will be:

For the GOP: Department of Health.

For the GOA: The Australian Agency for International Development (AusAID) of the Department of Foreign Affairs and Trade.

AusAID may engage suitably qualified contractors to undertake any part of its obligations under this Memorandum.

**3. DEFINITIONS**

For the purposes of this Memorandum:

(a) "Australian institutions, firms and organisations" means Australian institutions, firms and organisations engaged in the Project;

(b) "Australian Project personnel" means Australian nationals or permanent residents or other persons who are not nationals or permanent residents of the Philippines who are working in the Philippines on an activity under this Memorandum and whose salaries or other costs are funded from the contribution of the GOA to the activity;

(c) "dependant" means the spouse or unmarried minor children of a member of the Australian Project personnel or any other person recognised by the two Governments as a dependant of a member of the Australian Project personnel;

(d) "professional and technical material" means equipment and other goods imported by members of the Australian Project personnel or Australian institutions, firms and organisations for their professional use

in carrying out their assigned duties under the Project and paid for from funds provided by the GOA;

(e) "Australian Project supplies" means equipment, material and other goods supplied for the execution of the Project, the costs of which are funded from the contribution of the GOA to the Project;

(f) "motor vehicles" means motor vehicles supplied for the execution of the Project, the cost of which is funded from the contribution of the GOA to the Project;

(g) "services" means services performed by individuals or by general professional partnerships registered in the Philippines as detailed in Annex 1;

(h) "Australian Team Leader" means the designated representative in the Philippines of the consultant contracted by AusAID on behalf of the GOA to implement the Project; and

(i) "personal and household effects" means equipment and other goods imported by Australian Project personnel or Australian institutions, firms and organisations for the personal use of Australian Project personnel and their dependants while engaged in the Project.

#### **4. MANAGEMENT**

Responsibility for oversight of the Project will be vested in a Project Steering Committee, whose membership will be comprised of GOP, GOA and other donor appointees. The GOP will appoint the chairperson of the Committee, and will also nominate as Committee members representatives of the Department of Health and the National Economic and Development Authority (NEDA). The GOA will appoint as a Committee member a representative of the Australian Embassy in Manila. The Committee will meet not less than twice a year. Its functions will include:

(a) monitoring Project implementation; and

(b) advising the two Governments on Project progress, and recommending to the Governments changes in the Project components budget and future direction.

#### **5. CONTRIBUTIONS**

The contributions of the GOA and the GOP are detailed at Annex 1 of this Memorandum and are estimated to value A\$14.32 million and \$A 2.99 million, respectively. Disbursement of Australian contributions will be subject to the normal Australian annual parliamentary approval of appropriations.

#### **6. FACILITATION**

The GOA will provide personnel and facilities necessary to enable Australian Project personnel to efficiently and economically carry out the Project Activities and without limiting the generality of this paragraph such contribution will include:

(a) access to Department of Health facilities, documentation and personnel;

- (b) provision of appropriate offices and work facilities; and
- (c) all necessary approvals and authorities for carrying out Project Activities.

## **7. EVALUATION**

An evaluation of progress of the Project may be made at times arranged between, and mutually convenient to both Governments. Such an evaluation would be undertaken by a joint investigation team appointed by the two Governments and independent of staff involved in the Project.

## **8. PERSONNEL**

For the purposes of the Project, the GOP will facilitate the deployment of Australian Project personnel by:

- (a) granting exemption from income or other taxes on salaries and allowances;
- (b) granting exemption from import and other duties on personal and household effects;
- (c) granting exemption from import duties on one motor vehicle per employee on condition that it be re-exported or duty paid on its assessed value at time of sale within the Philippines;
- (d) granting to Australian Project personnel all rights and entitlements accorded to the non-accredited aid personnel of any other donor country; and
- (e) expediting the issue of all documentation required for the entry of, and performance of work by, Australian Project personnel.

## **9. SUPPLIES**

- (a) The GOP will exempt from import duties and other taxes (or pay such duties thereon) all Australian Project supplies including, without limitation, motor vehicles as defined in paragraph 3(f);
- (b) The GOP will facilitate movement of Project supplies by providing appropriate customs and wharfage facilities including any necessary storage costs in the first port of discharge of the Australian Project supplies in the Philippines and will provide expeditious transport of such supplies from the first port of call of the particular aircraft or vessel in the Philippines to the Project site;
- (c) Australian Project supplies will be available for the unrestricted use of the Project and will not be withdrawn from such use without the consent of the Australian Team Leader. The Australian Team Leader will exercise administrative control over such supplies for the duration of the Project or such other time as mutually arranged between the Governments; and
- (d) At completion of the Project, subject to paragraph 10 below, all Australian Project supplies will become the property of the GOP.