

# **Bureau of Corrections**

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MEMORANDUM OF AGREEMENT

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## MEMORANDUM OF AGREEMENT (MOA)

#### KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between

NBP - MEDSECOM, located at Camp Sampaguita, Muntinlupa City, Philippines, and represented by C/CINSP DIOMEDES C DADOR JR, Superintendent, hereinafter referred to as FIRST PARTY; and

UNITED PENTECOSTAL CHURCH PHILS INC, Makati City (legal name of organization and location/postal address and represented by PTR RAZIL J BAYLON, (designation) hereinafter referred to as SECOND PARTY:

## WITNESSETH:

WHEREAS, the FIRST PARTY, in its aim to develop its PDL rehabilitation programs, explores the possibility of tapping outside resources to assist/help the Bureau in better molding its PDL to become more responsible and lawabiding members of society once released from prison;

WHEREAS, the SECOND PARTY, inspired by humanitarian spirit of service and compassion for the less fortunate, particularly those who, by twist of circumstances and fate, are presently confined at National Bilibid Prison, has
designed a program of providing (type of service to be given to PDL) so that they will be given the chance to develop
socially, culturally, morally and spiritually and so that the bitterness, apathy, and hopelessness by long years of incarceration may be replaced with a sense of hope, dignity, self-respect and faith in the goodness of man and of the Divine
Being thereby making them again totally living individuals ready to lead peaceful and productive lives when given finally
their freedom to live within the free society.

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

#### 1. ROLE OF FIRST PARTY, the BUREAU OF CORRECTIONS:

The BuCor shall provide the SECOND PARTY the following:

- a. Appropriate venue for the conduct of the program;
- Security and safety for the program implementers. However, each implementer shall be required to submit
  a waiver exempting the BuCor from any liability that may occur during unforeseen events or accidents while
  said implementer is inside the prison compound;
- Monitoring and supervision of the program in accordance with the existing prison rules and regulations;
- Assessment and evaluation of the efficacy of the program being implemented.

## 2. ROLE OF THE SECOND PARTY (ORGANIZATION)

The organization shall provide to the FIRST PARTY the following:

- a. Compliance to pertinent documentary requirements for the conduct of program and services relative to (state the particular component/s of Reformation Program) to the target PDL beneficiaries; and approved program activities shall be strictly adhered to;
- b. Accountability of the program being implemented in conformity with the existing prison rules and regulations; provided that any expenditure in the implementation of identified program activities shall be borne sole by the organization.

#### 3. TERM AND EFFECTIVITY OF AGREEMENT

The term of this agreement shall be for two (2) years and shall take effect upon approval; and may be renewed or terminated subject to mutual consent of both contracting parties.

#### 4. OTHER CONDITIONS:

- a. Only two (2) authorized representatives from the organization shall be allowed and issued corresponding identification cards;
- b. Any breach of prison rules and regulations, policies and other statutory requirements by any member of the organization shall, after investigation, cause the indefinite ban of the concerned member. A repetition of such or another infraction shall be tantamount to rescinding of this agreement and subsequent ban of the organization to transact further with the Bureau. This is without prejudice to the discretion of the Bureau the filing of criminal and/or civil case if so warrant;
- This agreement may be amended, modified and supplemented from time to time upon mutual arrangement of herein contracting parties; and
- d. In case of violation of the terms and condition of this agreement by either party, the aggrieved party may terminate this agreement within ninety (90) days from receipt of a written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_ day of 2021, in NBP Reservation Muntinlupa City, Philippines. NEW BILIBID PRISON - MEDSECOM UNITED PENTECOSTAL CHURCH PHILS INC Bureau of Corrections C/CINSP DIOMEDES C DADOR Designation Superintendent ACKNOWLEDGMENT BEFORE ME, this personally appeared: NAME Proof of Identity presented Date issued/expiry LSTETZJUM

known to me and to me known to be the same persons who executed the foregoing document and acknowledged to me that the same is their free and voluntary act and deed and that of their respective principals.

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

UCENICE ID

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ATTY STEVE N SANTILLAN

2736 BRUGER ST PUT ATAMOUNT CITY PHILIPPINES
COMM NO 21-026 AVALID UNTIL 12/31/2022
PTR NO 4120671 01-03-22; MUNTINLUPA CITY
IEP LIFETIME MEMBER NO 024205 CEBU CITY
ROLL NO d2750 TIPLEO 318-359-657
MCLE VI-0028237, 04/14/2022