

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (“**Agreement**”), entered into this 19th day of December 2007 in the City of Manila, Philippines, by and between

USEC. RICARDO R. BLANCAFLOR, DEPARTMENT OF JUSTICE, in his capacity as Head of “**TASK FORCE 211**”, otherwise known as the “Task Force on Political Violence”, created pursuant to Administrative Order No. 211 dated November 22, 2007 of Her Excellency Gloria Macapagal Arroyo, with principal office address at Room 207, Department of Justice, Padre Faura Street, Ermita, Manila, (hereinafter referred to as “**TASK FORCE**”),

- And -

LYCEUM OF THE PHILIPPINES-COLLEGE OF LAW, an educational institution existing and operating under the laws of the Philippines, with principal office address at Rufino cor. Leviste Sts., Salcedo Village, Makati City, herein represented by **DEAN PACIFICO AGABIN** (hereinafter referred to as “**Law School**”);

WITNESSETH: That -

WHEREAS, Administrative Order No. 211 of Her Excellency Gloria Macapagal Arroyo mandates the **TASK FORCE** to harness and mobilize government agencies, political groups, the religious, civil society and sectoral organizations and the public for the prevention, investigation,

prosecution and punishment of political violence, the care and protection of people and communities victimized and threatened with violence and the promotion of a culture opposed to violence and the advancement of reconciliation and peace.

WHEREAS, in order to fulfill this mandate and as part of its proactive approach to address the issue of political violence, including extra-judicial killings, the TASK FORCE adopted the “BANTAY KATARUNGAN PROGRAM” of the Department of Justice, aimed at intensifying government efforts in the prosecution and immediate resolution of cases involving extra-judicial killings, as well as the protection of the rights of both the victims and respondents and accused in such cases.

WHEREAS, both the TASK FORCE and the LAW SCHOOL recognize not only the right of the public to be informed of these efforts, but the important role of the private sector as well in being involved in the efforts to address the issue of political violence and extra-judicial killings in the Philippines.

WHEREAS, both the TASK FORCE and the LAW SCHOOL believe that justice must be transparent and oblivious to people’s social classes, races, or personal and political beliefs and affiliations.

WHEREAS, pursuant to the said program, the TASK FORCE has invited the LAW SCHOOL, and the LAW SCHOOL gladly accepted the invitation, to become partners in the drive towards successful prosecution and resolution of cases of political and extra-judicial killings through a system of monitoring and transparency.

WHEREFORE, in light of the foregoing and subject to the terms and conditions specified herein, the parties hereby agree, to wit:

1. NOMINATION AND ACCREDITATION. The LAW SCHOOL shall nominate to the TASK FORCE, and the latter shall recognize, volunteer law students who shall be responsible in monitoring the progress or developments of cases identified by the TASK FORCE as involving political and/or extra-judicial killing (“EJK”), either said cases be in the preliminary investigation, trial, or appeal stage; Provided, however, that only those nominated shall be allowed to participate in the Program;

2. VOLUNTEERS' ORIENTATION. The TASK FORCE shall conduct an orientation/seminar of the accredited law students to properly

apprise them of the objectives and mechanics of the program, and their tasks and/or role in the Program.

3. INFORMATION-SHARING. Subject to Article 6 below, the TASK FORCE shall, within a reasonable period of time, provide the LAW SCHOOL with the necessary information and documents regarding the EJK case/s to be monitored, and shall be limited to the case numbers, names of parties, nature and background of cases, and the prosecution office or court where said cases are pending. Additionally, the TASK FORCE, through the Department of Justice's prosecutors and/or prosecution staff, shall disclose to accredited volunteer law students, the specific stage/s of the EJK cases, the schedule of hearings, and the incident/s that transpire during said hearings.

4. VOLUNTEER'S RIGHTS. The duly-nominated and accredited volunteer law students shall have the following rights, among others, during the hearing of EJK cases being monitored: (a) to be present at the hearing; (b) to be near enough to be able apprise themselves of the proceedings; (c) to take down notes during the hearings; and (d) to be issued a certificate of attendance by the concerned prosecutor or prosecution staff.

For this purpose, all accredited volunteer law students undertake to comply with the policies, rules and regulations of TASK FORCE and shall provide both the Department of Justice's and the TASK FORCE's personnel with due respect for the entire duration of the Program.

5. SAFETY. The TASK FORCE, through its representatives, shall provide adequate protection to the accredited volunteer law students when attending the hearings of assigned EJK cases and only to the extent accorded to the prosecutors.

6. PER DIEM. Accredited law students shall receive from the TASK FORCE reasonable transportation and food allowance for their actual attendance in the hearings of cases being jointly monitored by the LAW SCHOOL and the TASK FORCE.

7. MONITORING SYSTEM. The LAW SCHOOL shall maintain a system of recording of the EJK cases being monitored and their progress, which record/s shall be made available, at all times upon request, to the TASK FORCE or the concerned prosecutor and/or prosecution staff for purposes of accurate monitoring and information dissemination.

8. CONFIDENTIALITY. The LAW SCHOOL and/or the accredited volunteer law students expressly warrant that they shall not, both during the existence and after the termination of this Agreement, disclose nor reveal to any person or any other entity information or records received as confidential which may come to their knowledge and/or possession in the performance of, or in connection with this Agreement. The LAW SCHOOL agrees to ensure that its employees and/or agents are bound by the provision of this Article.

9. ATTENDANCE AND CONTINUITY. The LAW SCHOOL shall ensure the attendance and participation of accredited volunteers at all hearings of cases subject to monitoring under the Program and that monitoring is continuous even during semestral breaks and/or school vacations.

10. MISCELLANEOUS PROVISIONS.

(a) **Effectivity.** This Agreement shall take effect upon execution hereof and shall continue for a period of one (1) year. The term of this Agreement may be renewed from year to year without necessity of executing a new contract.

(b) **Pretermination.** Either of the parties may terminate this Agreement anytime even prior to the end of the term by giving the other party written notice of not less than thirty (30) days prior to the intended date of termination. However, TASK FORCE may exercise its right to preterminate this Agreement without need of notice nor demand in the event of breach, non-performance or non-observance of the terms and conditions herein provided which shall constitute a default by the LAW SCHOOL and/or the accredited volunteer law students. In the event of pretermination arising from

default, the LAW SCHOOL and/or accredited volunteer law students shall turnover all documents and records pertaining to the case to TASK FORCE within five (5) days from pretermination hereof.

(c) **Performance Commitment.** The LAW SCHOOL and/or accredited volunteer law students shall ensure that the obligations set forth herein shall be performed strictly in accordance with the terms of this Agreement and within the requirements and purpose of the Program.

(d) **Authority.** The parties warrant that the person signing in behalf of each party has full power and authority to bind the party it represents.

(e) **Conformity.** The parties acknowledge that prior to having executed this Agreement, it has carefully read the provisions of the Program and this Agreement and have understood them, and it has not relied upon any statement, representation or warranty made by the other party or agents other than as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto signed this _____ day of _____ 2007, in the City of Manila, Philippines.

TASK FORCE 211

LYCEUM COLLEGE OF LAW

By:

By:

USEC. RICARDO R. BLANCAFLOR
Task Force Head

DEAN PACIFICO AGABIN
Dean, College of Law

Signed in the presence of:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in City of Manila on this _____ day of _____ personally appeared the following:

Name	CTC No.	Date & Place
Issued		
USEC. RICARDO R. BLANCAFLOR	_____	_____
DEAN PACIFICO AGABIN	_____	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary acts and deeds as well as the voluntary act and deed of the entities they represent..

WITNESS MY HAND AND SEAL on the date and place abovewritten.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2007.