

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is made and entered into this 23<sup>rd</sup> day of November 2018 by and among:

**THE EMBASSY OF THE REPUBLIC OF THE PHILIPPINES IN WASHINGTON, DC**, a Foreign Service Post of the Republic of the Philippines, with its office at Bataan Street corner 1600 Massachusetts Avenue, N.W. Washington, D.C. 20036, United States of America, represented herein by Ambassador Jose Manuel G. Romualdez (herein referred to as “Philippine Embassy”);

**AYALA FOUNDATION, INC.**, a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with its office at the 8<sup>th</sup> Floor, 111 Paseo De Roxas Building, Paseo de Roxas corner Legaspi Street, Makati City, Philippines, represented herein by its Attorneys-in-Fact Ruel T. Maranan and Joanna Maria O. Duarte (herein referred to as “AFI”);

and

**The Filipino Young Leaders Program**, a non-profit 501(c)(3) organization, incorporated in the State of Nevada, organized exclusively for charitable and educational purposes set forth by Section 501(c)(3) of the Internal Revenue Code of 1986 of the United States of America, represented herein by its President, Dondi Leonidas Quintans (herein referred to as “FYLPRO non-profit organization”)

Sets forth that:

WHEREAS, FYLPRO Immersion was initiated in 2012 by the Philippine Embassy, which, in cooperation with AFI, each year gives ten (10) high-performing, next-generation Filipino-Americans the special opportunity to travel to the Philippines and interact with influential personalities in the fields of business, government, arts and culture, civic action, science and technology, and social advocacy;

WHEREAS, FYLPRO Immersion has produced a growing pool of alumni whose talents, abilities, and networks must be leveraged for the advancement of Philippines-US bilateral relations and the interests of the Filipino-American community in the United States;

WHEREAS, the Participants are fully cognizant of the need to collaborate and forge a partnership between and among themselves to ensure the continued success of the annual FYLPRO Immersion and facilitate the sustained engagement of the alumni after the Immersion program;

WHEREAS, the cooperation and long-term commitment of all the Participants are essential to the sustainability of FYLPRO as a whole;

WHEREAS, in view of the above, the Participants have maintained effective collaboration in accordance with the terms and conditions embodied by an MOU to which they entered on 18 May 2016;

WHEREAS, Section 5.1 of MOU entered to on 18 May 2016 states that said MOU shall be effective for three (3) years upon signing and is renewable upon mutual agreement by the Participants, and any modifications or amendments shall also be mutually agreed upon in writing by all participants;

WHEREAS, the MOU entered to on 18 May 2016 is set to expire on 18 May 2019, which antedates the schedule of the 2019 FYLPRO Immersion;

WHEREAS, in view of the above, the Participants have agreed to enter into this new MOU that will embody amended terms and conditions governing their relationships and responsibilities as set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual understandings herein contained the Participants have agreed as follows:

## **1. Scope of Agreement**

The Participants will work together for the implementation of FYLPRO, from 24 November 2018 to 31 December 2022.

The annual cycle shall be divided into the Pre-Immersion, Immersion, and Post-Immersion periods.

The Participants agree to hold the annual FYLPRO Immersion in the third (3<sup>rd</sup>) week of November.

## **2. General Roles and Responsibilities of the Participants**

- 2.1 The Philippine Embassy, as the program owner, shall give the final decision on strategic directions, and objectives of the entire FYLPRO program.
- 2.2 AFI, as the Immersion Lead, shall lead the crafting of the Immersion program design and implementing the Immersion activities.
- 2.3 The FYLPRO non-profit organization, as the Alumni Engagement Lead, shall lead in crafting and implementing policies and programs for alumni engagement; managing the alumni database; and monitoring and reporting legacy projects.

## **3. Pre-Immersion Responsibilities**

- 3.1 Philippine Embassy shall –
  - a. Undertake the selection process for the Filipino-American delegates who will participate in the FYLPRO Immersion. This will include advertising the search every year, hosting regional information sessions, receiving all the applications

either directly or through the Philippine Consulates General in the United States, reviewing the applications, and making the final selection.

- 3.2 AFI shall –
- a. lead the efforts for raising funding or in-kind sponsorships for the FYLPRO Immersion;
  - b. Undertake administrative and logistical arrangements for the Immersion program, including the transportation and accommodation needs of the delegates. AFI shall be allowed to charge 10% of the final Immersion program cost to subsidize the cost of program management and administration.
- 3.3 The FYLPRO non-profit organization shall –
- a. Work with the Philippine Embassy and Consulates General in the US on the web-based FYLPRO Immersion application release and selection process for the Filipino-American delegates who will participate in the Immersion;
  - b. Assist the Philippine Embassy and Consulates General in the US in advertising the annual search for Filipino-American delegates and disseminating information about the FYLPRO Immersion through the conduct of regional information sessions in the United States, among others; and
  - c. Assist AFI in raising the necessary funding and in-kind sponsorships for FYLPRO immersion, including making a financial contribution amounting to three thousand US dollars (USD 3,000.00) for each Immersion program.

#### **4. Immersion Responsibilities**

- 4.1 Philippine Embassy shall –
- a. Coordinate with the Department of Foreign Affairs in Manila and the Philippine Consulates general in the United States in the administrative, logistical and substantive preparations for the FYLPRO Immersion;
- 4.2 AFI shall –
- a. Undertake administrative and logistical arrangements for the Immersion program, including the transportation and accommodation needs of the delegates;
  - b. Implement the activities, visits and local travels of FYLPRO Immersion in the Philippines;
  - c. Provide mentors for the Immersion program; and
  - d. Share the financial report of FYLPRO Immersion donations and operating costs.
- 4.3 The FYLPRO non-profit organization shall –
- a. Provide necessary assistance and support to AFI and the Department of Foreign Affairs in Manila in the actual implementation of the Immersion program;
  - b. Cover travel tax of the delegates, if applicable; and
  - c. Gather feedback from the FYLPRO Immersion delegates regarding the program.

## **5. Post-Immersion Responsibilities**

- 5.1. Philippine Embassy shall –
  - a. Provide appropriate support in the development and implementation of the FYLPRO Legacy Projects of the Filipino-American delegates.
- 5.2. AFI shall –
  - a. Provide appropriate support in the development and implementation of the FYLPRO Legacy Projects of the Filipino-American delegates; and
  - b. Provide opportunities for alumni to volunteer their expertise in different industries in the Philippines, when necessary.
- 5.3. The FYLPRO non-profit organization shall –
  - a. Provide support and assistance in the development and implementation of the FYLPRO Legacy Projects of the Filipino-American delegates;
  - b. Monitor legacy projects of past FYLPRO Immersion delegates and submit a report to the Philippine Embassy and AFI on an annual basis; and
  - c. Collect data on mentoring action points and results.

## **6. Promotion or Publicity Materials**

This MOU notwithstanding, Participants shall not use the name and/or logo of any other Participant in the advertising materials or publications relating to FYLPRO Immersion without the express knowledge and written consent of the other Participant.

## **7. Taxes and Expenses**

Each Participant shall bear the related taxes and expenses, if any, arising out of, or in connection with, the performance of their respective obligations under this MOU.

## **8. Term and Termination**

- 8.1. This MOU shall be effective until 31 December 2022, renewable upon mutual agreement by the Participants and reduced in writing and signed by the Participants hereto. Any modifications or amendments to this MOU shall also be mutually agreed upon in writing by all Participants.
- 8.2. Each Participant reserves the right to terminate, or suspend temporarily, either in whole or in part, the implementation of this MOU, which will be effective upon signing hereof.
- 8.3. The suspension and/or termination of this MOU will not affect the validity and duration of an ongoing Immersion program under this MOU until the completion of that Immersion program.

*Signature page follows.*

IN WITNESS WHEREOF, the Participants, through their respective duly authorized representatives, have hereunto affixed their signatures on this Memorandum of Understanding on the dates and places later below written.

**EMBASSY OF THE REPUBLIC OF THE PHILIPPINES IN WASHINGTON, D.C.**

By:

**Jose Manuel G. Romualdez**  
Ambassador

**AYALA FOUNDATION, INC.**

By:

**Ruel T. Maranan**  
Attorney-in-Fact

**Joanna Maria O. Duarte**  
Attorney-in-Fact

**FILIPINO YOUNG LEADERS PROGRAM**

By:

**Dondi Leonidas Quintans**  
President