



*More than Jobs!
It's decent jobs.*



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, with office address at DOLE Building, Muralla corner General Luna Streets, Intramuros, Manila, herein represented by its Secretary, **SILVESTRE H. BELLO III**, herein referred to as DOLE;

AND

The **PHILIPPINE ASSOCIATION OF LEGITIMATE SERVICE CONTRACTORS, INC.** with office address at 3/F Lemon Square Bldg., EDSA, Brgy. Katipunan, Muñoz, Quezon City 1500 represented herein by its President, **RHODA CASTRO-CALIWARA**, herein referred to as PALSCON:

WITNESSETH:

WHEREAS, the Department of Labor and Employment (DOLE) is a government entity mandated by law to formulate policies, implement programs and services, and provide equal opportunities and access to employment facilitation services of the government;

WHEREAS, the primary responsibilities of DOLE are the promotion of gainful employment opportunities and optimizing the development and utilization of the country's manpower resources while ensuring the protection and advancement of workers' welfare, and promoting industrial peace and harmony between labor and industry;

WHEREAS, the Philippine Association of Legitimate Service Contractors, Inc. (PALSCON), is one with the government in its drive to protect the rights of workers and ensure the welfare of the Filipino labor force; it has been the government's staunch partner in enforcing compliance to laws, rules and regulations that relate to labor and employment including DOLE's programs and initiatives in the fulfillment of its mandates;

WHEREAS, PALSCON, in addition to its existing projects, is embarking into a new and organized endeavor, as a collective or whole, to be a channel in offering decent

and productive employment opportunities, and at the same time, in extending training and education to Filipino job seekers.

WHEREAS, in pursuance of the foregoing new initiative, PALSCON is launching a nationwide Job Fair Caravan in order to reach more workers around the Philippines;

WHEREAS, in order to better fulfill the ends of such novel endeavor, PALSCON seeks to partner with the government through DOLE and reach out to PESO and different LGUs around the country in the conduct of the Job Fair Caravan.

NOW, THEREFORE, in view of the foregoing premises, and in accordance with the existing labor laws, rules, regulations, and Job Fair Guidelines, DOLE and PALSCON hereby stipulate and agree as follows:

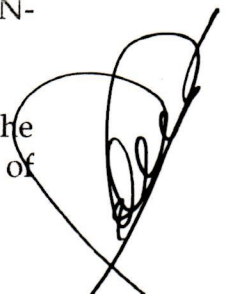
1. PALSCON shall:

- a) Officially launch the PALSCON JOB FAIR CARAVAN with the tag line: *"Job ko 'to: Secure ako dito, dahil may trabaho for Every Juan"*;
- b) Comply with the rules and regulations, the mechanics and policies of DOLE in the conduct of the Job Fair Caravan;
- c) Create a specific committee within its organization that is concerned mainly on the conduct and implementation of its Job Fair Caravan;
- d) Include training and human resource development activities, create training modules and information campaigns on matters relative to workers' welfare, enhancement and growth in the implementation of the Job Fair Caravan;
- e) Coordinate in writing with the concerned DOLE Regional/Field Office, in consultation with the host PESO, for advice and direction not later than ten (10) working days before the event; and
- f) Ensure that the conduct and implementation of the Job Fair Caravan, as well as the participating establishment thereof, are compliant to existing labor laws, rules, regulations, and Job Fair Guidelines.

2. DOLE shall:

2.1 DOLE REGIONAL OFFICES / FIELD OFFICES

- a) Include and allow PALSCON member-employers, that have legal authority to hire job applicants, to participate in the PALSCON-initiated job fair whenever feasible and necessary;
- b) Ensure to align the ends of the said Job Fair Caravan with the programs of DOLE that cater towards the same objectives of



promoting gainful employment opportunities and optimizing the development and utilization of the country's manpower resources;

- c) Provide technical support, guidance and direction to PALSCON in the conduct and implementation of the latter's Job Fair Caravan program/initiative; and
- d) Monitor the conduct of Job Fair Caravan and submit to the Bureau of Local Employment all reportorial requirements.

2.2 BUREAU OF LOCAL EMPLOYMENT

- a.) Provide access to data and information of public nature to PALSCON relative to the government's own programs and activities for the generation and promotion of employment in the country;
- b.) Advise the concerned DOLE-RO to ensure that the conduct and implementation of the Job Fair Caravan is aligned with and compliant to existing labor laws, rules, regulations and Job Fair Guidelines;
- c.) Issue advisories and/or clarificatory guidelines on matters concerning the partnership of DOLE with PALSCON with regard to the conduct of the Job Fair Caravan program of the latter, in the conduct of the same; and
- d.) Monitor the implementation of Job Fair Caravan in general, and submit to the DOLE Secretary annual evaluation reports on the conduct of the said program.

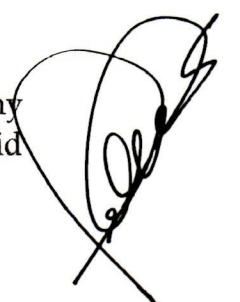
MISCELLANEOUS PROVISIONS

For the efficient and effective implementation of this MOU, the parties hereof shall ensure adequate coordination and cooperation.

During the effectivity of this MOU, both Parties commit to preserve the confidentiality of systems, tools, data, and materials shared and will not use for its own purpose or without the prior consent of the other party, nor shall confidential and proprietary data or information be disclosed to any third party unless required or permitted by law.

This MOU shall be binding without prejudice to further and subsequent laws, orders or regulations that may be passed in relation to the subject matter of this undertaking.

Should any part of this MOU be declared invalid or unconstitutional by any competent court, all other provisions which may stand independent of the invalid provision shall remain and in full force and effect.



This MOU shall take effect from the date of its signing and shall remain valid for two (2) years therefrom. Thereafter, this document shall be reviewed by both parties and may be renewed upon the written consent of the same. Any modification or amendment of the terms and conditions of this MOU shall be mutually agreed upon by the parties and shall be made in writing duly signed by the Parties hereof.

Each Party shall bear its own costs as to any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this MOU or resulting or arising out of the activities or the work undertaken by it as it relates to this MOU.

This MOU may be pre-terminated by either party for any valid cause, subject to prior written notice within thirty (30) calendar days given by the terminating party to the other party, stating the grounds and reasons therefor.

IN WITNESS WHEREOF, the parties hereby set their hands this 08 NOV 2018 day of _____, year 2018 at QUEZON CITY, N.M.

**DEPARTMENT OF LABOR AND
EMPLOYMENT (DOLE)**

**PHILIPPINE ASSOCIATION OF
LEGITIMATE SERVICE
CONTRACTORS (PALSCON)**

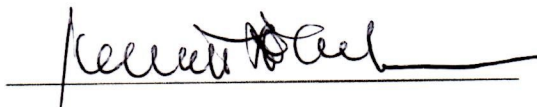
By:

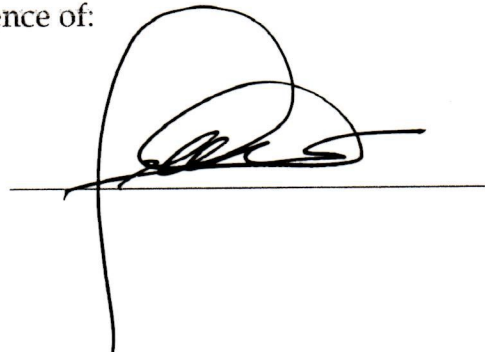
By:


SILVESTRE H. BELLO IN
Secretary


RHODA CASTRO-CALIWARA
National President

Signed in the Presence of:





Republic of the Philippines }
QUEZON CITY City. } S.S.

ACKNOWLEDGMENT

BEFORE ME, in QUEZON CITY, N.M. City, this 08 day of NOV 2018, 20____,
personally came and appeared

Name	Government Issued ID	ID No.
Sec. Silvestre H. Bello III		
Ms. Rhoda Castro-Caliwara		

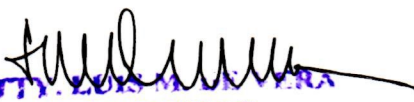
Both known to me and to me known to be the same persons who executed the foregoing Memorandum of Understanding and acknowledged to me that the same is their free act and deed and that of the entities they are representing.

This Memorandum of Understanding, consisting of five (5) pages including this page where the Acknowledgment appears, has been signed by the parties and their respective witnesses at the bottom of the instrument and on each and every page thereof.

WITNESS MY HAND AND SEAL this 08 day of NOV 2018, 20____ at
QUEZON CITY, N.M. City.

NOTARY PUBLIC

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Series of 2018


ATTY. ROS M. VERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTE NO. 5520351-03/03/2018/Q.C.
I.B.P. NO. 019124 -- 12/20/2017/Q.C.
ROLL NO. 20761/5TH MCLE NO. 0009640
TIN: 218-145-247

Rhoda Castro-Caliwara

[Signature]