

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by **DEPARTMENT OF LABOR AND EMPLOYMENT – National Capital Region**, a Government Agency duly organized and existing under the laws of the Philippines, with principal address at the DOLE-NCR Building, 967 Maligaya St., Malate, Manila, represented by its Regional Director, **Atty. Sarah Buena S. Mirasol**, herein referred to as DOLE-NCR;

The **OFFICE** of the **Honorable Alfred D. Vargas**, representing the 5<sup>th</sup> Congressional District of Quezon City, with office located at Room RVM-417 Batasang Pambansa Complex, Constitution Hills St., Quezon City, represented by Congressman Vargas, herein referred to as the **Office of Cong. Vargas**; and

**Philippine Association of Legitimate Service Contractors**, a company duly organized and existing under the laws of the Philippines, with principal address at the 3 Floor Lemon Square Bldg. No. 1199 ESDA, Brgy. Katipunan, Quezon City represented by its President, **Rhoda C. Caliwara**, herein referred to as **PALSCON**,

### WITNESSETH:

**WHEREAS**, the 1987 Constitution, in the Declaration of Principles and State Policies, affirms labor as a primary social economic force and the protection of the workers' rights and welfare is among the government's main responsibility;

**WHEREAS**, the government through the Department of Labor and Employment is mandated to, protect labor; promote full employment; ensure equal work opportunity; and regulate the relation between workers and employers;

**WHEREAS**, the DOLE National Capital Region, aims to strengthen the employment services through the implementation of various employment programs and bridging mechanism to effectively respond to the job-skills gap and address the concerns of unemployment and underemployment;

**WHEREAS**, the DOLE National Capital Region, regulates the operations of the Contractors/Sub-Contractors as mandated by the Labor Code of the Philippines, as amended; under Articles 106 to 109 wherein it likewise recognizes the importance of the private sector's participation in recruitment, placement, and employment Filipino workforce;

**WHEREAS**, the Office of the Honorable Alfred D. Vargas, intend to contribute to nation building through employment facilitation so as to harness the potentials of the country's labor force;

**WHEREAS**, the Office of the Honorable Alfred D. Vargas, plan to establish partnerships with PALSCON so as to ascertain the continuous provision of jobs relative to the needs of the labor market;

**WHEREAS**, the PALSCON, is a private employment association committed to contribute to the nation's progress by assisting the jobseekers in search for meaningful employment that will likewise harness their potentials in the labor market;

**NOW THEREFORE**, the parties hereby agree to bind themselves to the following terms and conditions:



## **I. RESPONSIBILITIES OF THE PARTIES:**

### **1. THE DOLE-NCR shall:**

- a) Provide assistance through the Quezon City Field Office, to the Office of Congressman Vargas on the implementation of the provisions of this memorandum of Agreement
- b) Provide Labor Market materials and other interventions that shall be used in bridging the jobseekers; and
- c) Monitor the activities of through the Quezon City Field Office to ensure the effective delivery of the services and compliance with the provision of this MOA.

### **2. The Office of Congressman Vargas shall:**

- a) Provide employment facilitation through a non-fee charging referral to PALSCON so as to contribute to economic and employment growth in the country;
- b) Establish a monitoring system so as to check and verify the employment referral of the applicants; and
- c) Coordinate with DOLE-NCR as regard employment facilitation and provision of technical assistance in relation to this initiative.

### **3. The PALSCON shall:**

- a) Operate within the provisions of the Department Order 174-17 or the Rules Implementing Articles 106 to 109 of the Labor Code of the Philippines, as amended;
- b) Designate a focal person who will be in charge of coordinating with the Office of Congressman Vargas;
- c) Provide reports as to the status of the referred applicants including their placement in the companies with service agreement with the agency; and
- d) Establish a coordination mechanism with the Office of Congressman Vargas to ascertain the effective delivery of employment facilitation.

## **II. DURATION OF THE IMPLEMENTATION AND NATURE OF THE PROJECT:**

1. The initiatives covered by the MEMORANDUM OF AGREEMENT shall take effect upon signing and shall be in full force and effect until terminated by mutual agreement of the contracting parties;
2. The DOLE-NCR, Office of Congressman Vargas, and PALSCON reserves the right to suspend or revoke this MEMORANDUM OF AGREEMENT, at any time as may be warranted under the circumstances; and
3. This MEMORANDUM OF AGREEMENT shall not in any way diminish or prejudice the powers and prerogatives of the Secretary of Labor and Employment or his authorized representative as provided for by existing laws, rules and regulations.

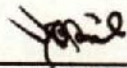
## **III. MODIFICATION/AMENDMENT AND EFFECTIVITY:**

Any modification/amendment to this Agreement maybe sought in writing by any of the contracting parties and shall only be effective with mutual consent of the parties thereto.



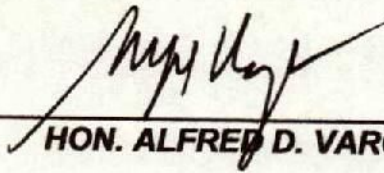
IN WITNESS THEREOF, the parties, through their representatives, have hereunto affixed their signatures this      day of MAR 05 2020, 2020.

DEPARTMENT OF LABOR AND EMPLOYMENT - NATIONAL CAPITAL REGION:



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**ATTY. SARAH BUENA S. MIRASOL**

OFFICE OF THE CONGRESSMAN ALFRED D. VARGAS:



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**HON. ALFRED D. VARGAS**

Philippine Association of Legitimate Service Contractors:



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**MS. RHODA C. CALWARA, President**

WITNESSES:



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SUBSCRIBED AND SWORN TO BEFORE ME,  
on this MAR 05 2020 here in City of MAKATI  
Affiant exhibited to me his/her \_\_\_\_\_  
with No. \_\_\_\_\_ valid until \_\_\_\_\_

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Book No. XXV  
Series of 20 20

**ATTY. JOSHUA P. LAPUZ**  
Notary Public for and in Makati City  
Appointment No. M-66 until 12/31/2021  
PTR No. 8116016, Jan. 2, 2020, Makati City  
Roll No. 45790, IBP, Lifetime No. 04897  
MCLE No. VI-0016565 / Jan. 14, 2019  
G/F Fedman Suites, 199 Salcedo Street,  
Legaspi Village, Makati City