

TUPAD - LGU/GOs

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into, between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE) Regional Office VI**, herein represented by its **Regional Director**, with office address at Swan Rose Building, Commission Civil Street, Jaro, Iloilo City herein referred to as **DOLE-RO VI**;

-and-

The **LOCAL GOVERNMENT UNIT OF** \_\_\_\_\_, a local government unit, with principal addresses at \_\_\_\_\_ represented herein by its Mayor, \_\_\_\_\_, herein referred to as the **PROPONENT**.

### -WITNESSETH-

**WHEREAS**, His Excellency President Benigno Simeon C. Aquino III has directed all Cabinet members to immediately implement poverty reduction projects in all regions;

**WHEREAS**, the Department of Labor and Employment (DOLE) is mandated to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, and maintain industrial peace;

**WHEREAS**, the DOLE-RO VI provides assistance to help displaced or “to be” displaced workers and the unemployed poor in coping with the closure or slowing down of operations of companies as a result of economic disruptions and/or the occurrence of natural disasters, calamities, or armed conflicts that affect their economic base under its **TULONG PANGHANAPBUHAY SA ATING DISPLACED/DISADVANTAGED (TUPAD) WORKERS PROGRAM**, pursuant to the provisions of DO No. 137-14, series of 2014;

**WHEREAS**, the **DOLE-RO VI** has been given the responsibility to implement Emergency Employment under TUPAD Program to enable the displaced workers/due to economic crisis, natural calamities and armed conflicts or the unemployed poor and seasonal workers to engage in short-term community works to provide them with temporary wage employment for a period of \_\_\_\_\_ days;

**WHEREAS**, **DOLE-RO VI** shall implement the foregoing Project in the Municipality/Barangay of \_\_\_\_\_ as PROPONENT.

**WHEREAS**, this partnership is vital to ensure the successful implementation of the said projects and achieve their desired social outcomes;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed to enter into this Memorandum of Agreement under the following terms and conditions:

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

### **A. The DOLE-RO VI shall:**

1. Provide the following package of services:
  - a) 100% wage for work rendered based on prevailing minimum wage;
  - b) Orientation on safety and health;
  - c) Personal Protective Equipment (PPE); and
  - d) Enrollment to GSIS (GPAI) for one year coverage prior to assumption of work/project implementation
2. Provide orientation/briefing to PROPONENT prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
3. Provide technical assistance to the PROPONENT whenever necessary or as may be requested;
4. Monitor and inspect the project implementation of the PROPONENT on a regular basis; verify the financial records and reports of the PROPONENT;
5. Adhere to the accounting and auditing requirements of fund transfers to the Proponent per COA Circular 94-013 and 2012-001 such as, among others, maintenance of subsidiary ledger of cash transferred pertaining to the project, drawing Journal Vouchers to take up financial reports of PROPONENT as well as taking up liquidation and COA CSBs issued;
6. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount as a result of financial audit by the DOLE-RO VI and/or the Commission on Audit, as well as issue an Official Receipt (OR) for unexpended balance and the refunded disallowance remitted by the PROPONENT;
7. Institute appropriate actions against the concerned PROPONENT which may include, among others, suspension or termination of the project in case of violation of the provisions of this MOA and/or legal action for misuse of approved and released funds, the legal costs of which shall be shouldered by the PROPONENT.

### **B. The PROPONENT ACP shall:**

1. Identify community work projects and engage the beneficiaries for the period of \_\_\_\_\_ days, specifically in Barangay/Municipality of \_\_\_\_\_, Province of \_\_\_\_\_, as reflected in the approved project proposal herewith attached as integral part of this MOA;
2. Adhere to the TUPAD Program guidelines and procedures as stipulated in DO No. 137-14, series of 2014 and other relevant government regulations;
3. Implement the TUPAD Program based on the approved project proposal appended hereto as Annex "A", which forms an integral part of this Agreement, in accordance with the approved project objectives, standards, systems and

procedures for project implementation, time schedule, as well as the attached approved work program appended as Annex "B";

4. Deposit the check received for the purpose to their respective authorized depository banks. It shall issue corresponding Official Receipt (OR) in acknowledgement thereof;
5. Keep the DOLE-RO VI informed at least three (3) working days before the actual date of implementation of the project/s of the City/Municipality/Barangay as well as the major phases of implementation;
6. Utilize the amount received from DOLE-RO VI solely for the approved project/s and/or for the purpose and line items as specified in the approved project proposals;
7. Submit progress report within seven (7) days from completion of the project;
8. Shall not use the funds received from DOLE-RO VI for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of ACP officers and members/employees, or for other benefits in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional, and for purchase of motor vehicles;
9. Keep and maintain separate subsidiary record for each account, whether or not a separate accounts is opened;
10. Submit liquidation report to DOLE-RO VI within 30 days after the completion of the project (Report of Checks Issued and Report of Disbursements duly received by Office of the Resident Auditor) and physical status reports in the prescribed forms with required evidences like the invoices, payrolls, pictures;
11. In case of the unauthorized deviations or alterations in the implementation of the approved project proposal, the PROPONENT shall be obliged to return the whole amount without need of prior demand from the DOLE-RO VI. Unauthorized deviations or alterations shall also give the DOLE-RO VI the right to stop payment of the check and/or succeeding releases covering the amount of the grant;
12. Return to DOLE-RO VI any unused funds or savings immediately after project completion and any disallowed amount as a result of financial audit by the DOLE-RO VI and/or the Commission on Audit;
13. Advise and secure written approval from the **DOLE-RO VI** any major changes/deviations from the approved project proposal;
14. Allow access to or make available all records and facilities pertaining to the project for the visitorial audit and examination of the DOLE-RO VI and/or COA authorized representative/s; and

## **II. MODIFICATION/AMENDMENT AND EFFECTIVITY**

- A. Any modification/amendment to this Agreement shall be subject to the mutual consent of the parties hereto;
- B. This Agreement takes effect upon signing of the parties hereto and shall remain in force for the duration of the implementation of the project.

**IN WITNESS WHEREOF**, the parties have hereunder affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DEPARTMENT OF LABOR & EMPLOYMENT**  
**REGIONAL OFFICE No. \_\_\_\_\_**

\_\_\_\_\_

By:

By:

\_\_\_\_\_  
Regional Director

\_\_\_\_\_

**Signed in the Presence of:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CERTIFIED FUNDS AVAILABLE:**

\_\_\_\_\_  
*Accountant*

