

ANNEX N

**MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF KABUHAYAN PROGRAM THRU
DIRECT ADMINISTRATION**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT - REGION ____** a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at _____ (Office Address) _____, represented herein by its Regional Director, _____, and herein referred to as "**DOLE – REGION ____**";

and

(The) (Name of Beneficiary/Association), with principal addresses at _____, herein referred to as "**PROPONENT BENEFICIARY**".

WITNESSETH

WHEREAS, the current Administration's thrust is to immediately implement poverty reduction projects in all regions and promote inclusive economic development

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 endeavors to contribute to reducing poverty and vulnerability to risks of the poor, vulnerable, and marginalized workers by providing them access to livelihood undertakings;

WHEREAS, the DOLE Integrated Livelihood Program or Kabuhayan Program is being considered as an important strategy towards transitioning informal workers to formal;

WHEREAS, the **DOLE – REGION ____** has been given responsibility to directly implement the approved Livelihood (KABUHAYAN) Project entitled "_____", in accordance with the Department Order No. _____, series of _____;

WHEREAS, DOLE – **REGION** ____ shall implement (livelihood formation or enhancement or restoration) in the Municipality/ies of _____, Province of _____.

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 shall:

1. Provide the fund assistance for working capital to the PROPONENT BENEFICIARY of the approved project amounting to (Amount in Words) only (P_____.00), to be used exclusively for the implementation of the project.
2. In case the fund assistance includes allocation for acquisition of equipment, purchase of the necessary equipment indicated in the approved project proposal should comply with RA 9184 (Government Procurement Reform Act) and government accounting and auditing rules and regulations. All equipment purchased shall be the property of DOLE, to be turned over to the proponent-beneficiary after one (1) year from date of purchase through a Deed of Donation, provided the project is still in operation. If a project ceases to operate within the 1-year period, the PO/FO shall recommend to the Regional Office that said equipment be pulled-out from the proponent-beneficiary.
3. The DOLE-RO, shall conduct regular inventory of the equipment to determine their physical condition
4. The DOLE-RO through FO shall provide orientation/briefing to PROPONENT BENEFICIARY prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed
5. The DOLE-RO through FO shall provide technical assistance to the PROPONENT BENEFICIARY whenever necessary
6. The DOLE-RO and FO shall monitor and inspect the project implementation on a periodic basis; verify the financial records and reports of the PROPONENT BENEFICIARY
7. Institute appropriate actions against the concerned PROPONENT BENEFICIARY 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 equipment/s procured, the legal costs of which shall be shouldered by the PROPONENT.

B. The PROPONENT BENEFICIARY shall:

1. Implement the approved livelihood project proposal which form as an integral part of this Agreement, in accordance with the approved project objectives, standards, systems and procedures for project implementation, time schedule and the project cost estimates
2. Provide equity or counterpart which is equivalent to at least twenty percent (20%) of the total project cost in the amount of (Amount in Words) only (P_____00) for the supervision and monitoring of the project or for other needs related to the project;
3. Adhere to DO No. _____, the Revised DILEEP guidelines and other relevant government regulations
4. Issue Certificate of Acceptance upon satisfactory receiving the equipment's, tools and jigs, etc.
5. Allow access to or make available all records and facilities pertaining to the project for the visitorial audit and examination of the DOLE and/or COA authorized representative/s
6. Create a Project Management Team and identify their respective roles and responsibilities;
7. Implement a profit sharing scheme;
8. Ensure that streamers/banners and signages bear the DOLE and DILP Logo and are prominently displayed in the project site and training venue.
9. Ensure that product packaging/labeling shall bear the DOLE and DILP Logo indicating that it is a DOLE - assisted project.
10. Be responsible for the storage and maintenance of the equipment. It shall secure written approval from DOLE for transfer of any equipment from the project site to another location. In case the project ceases to operate within 1-year period, the proponent beneficiary shall notify the DOLE regional office.

- ~~11.~~ Keep and maintain financial records of the project in accordance with generally accepted accounting principles. Funds shall not be combined with other funds owned and controlled by the PROPONENT BENEFICIARY.
12. Secure prior approval of the Regional Director in case of deviation from the approved project proposal

II. COMMENCEMENT OF PROJECT IMPLEMENTATION

- ~~a)~~ The implementation of the project covered by this Agreement shall start, as soon as practicable, after the receipt of equipment and other materials needed for project operation, subject to adjustments upon written request of PROPONENT BENEFICIARY to the DOLE.

III. MODIFICATION/AMENDMENT AND EFFECTIVITY

- a) Any modification/amendment to this Agreement shall be subject to the mutual consent of the parties hereto.
- b) Any deviation from the approved project proposal shall require approval from the Regional Director. In case of unauthorized deviations, the PROPONENT BENEFICIARY shall be obliged to return any unutilized portion of the financial assistance without need of prior demand from DOLE. Unauthorized deviations shall also give the DOLE the right to stop payment of the check and/or succeeding releases covering the amount of the grant.
- ~~e)~~ This Agreement takes effect upon signing of the parties hereto and shall remain in force until mutually revoked by both parties.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this ____ day of _____ 20__ __.

DEPARTMENT OF LABOR AND EMPLOYMENT-

PROponent BENEFICIARY

REGIONAL OFFICE No.

By:

By:

Regional Director

Representative of Proponent Beneficiary

Signed in the Presence of:

Witness

Witness

Certification of Availability of Funds:

Chief Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, in the City of _____, this ____ day of _____ 20__ __,
personally appeared the following:

NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed as well as those of the entities they represent.

Said instrument refers to a Memorandum of Agreement consisting of ____ pages including this page of acknowledgement, signed by the parties and their witnesses and sealed with my notarial seal.

NOTARY PUBLIC

Book No. ____

Doc No. ____

Page No. ____

Series of ____