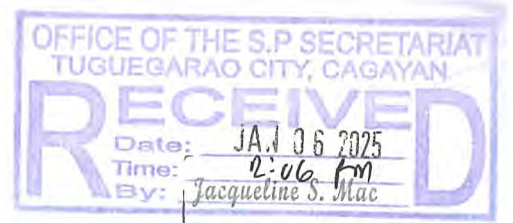


of



Republic of the Philippines  
Province of Cagayan  
TUGUEGARAO CITY

Phone number : 0953-588-3721 | email address : [cmotuguegaraocity@gmail.com](mailto:cmotuguegaraocity@gmail.com)

**OFFICE OF THE CITY MAYOR**

06 January 2025

**THE PRESIDING OFFICER AND MEMBERS**

Sangguniang Panlungsod  
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Memorandum of Agreement between the Department of Migrant Worker, Department of Labor and Employment, Technical Education and Skills Development Authority, and Tuguegarao City Government relative to the protection of migrant workers, for your information and appropriate action.

Thank you!

In the name of public service,

**MAILA ROSARIO S. TING-QUE**  
City Mayor

*Copy furnished:*

- DMW Regional Office No. 02
- City Legal Office
- PESO



## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** is made and entered into by:

The **DEPARTMENT OF MIGRANT WORKERS**, a government agency created under the laws and regulations of the Republic of the Philippines, with office address at the Methodist Compound, Bonifacio St. Tuguegarao City, Cagayan, represented herein by its Regional Director, **ROGELIO T. BENITEZ**, herein referred to as the **DMW**;

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, an agency of the national government created by virtue of Act No. 4121, with office address at the Regional Center, Carig Sur, Tuguegarao City, Cagayan, represented herein by its Regional Director, **JESUS ELPIDIO B. ATAL JR.** herein referred to as the **DOLE**;

The **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**, a national government agency created by Republic Act No. 7796, with office address at Carig Norte, Tuguegarao City, Cagayan, represented herein by its Regional Director, **TONI JUNE A. TAMAYO**, herein referred to as **TESDA**;

and

The **CITY OF TUGUEGARAO**, a local government unit, formed and existing under Philippine laws, and with address at Carig Sur, Tuguegarao City, Cagayan, represented herein by its Local Chief Executive, **HON. MAYOR MAILA ROSARIO S. TING-QUE**, herein referred to as the **LGU**;

The **DMW**, **DOLE**, **TESDA**, and **LGU** are collectively referred to in this MOA as **PARTIES**.

### WITNESSETH:

**WHEREAS**, the lack of awareness on the programs and services that concerned government agencies and local government units (LGUs) in the field of overseas employment, including return and reintegration, contributes to the vulnerability of the public, particularly the migrant workers and members of their families;

**WHEREAS**, illegal recruitment and trafficking in persons adversely affect labor mobility and prey on the vulnerability of the public and migrant workers, and have become a serious and general concern of government;

**WHEREAS**, Republic Act No. 8042, as amended, in relation to Republic Act No. 11641, mandates local government units, in partnership with the concerned government agencies and non-government agencies advocating the rights and welfare of Overseas Filipino Workers (OFWs), to take a proactive stance against these public ills by educating their constituents on relevant aspects of overseas employment;

**WHEREAS**, the *Philippine Development Plan 2023 to 2028 Strategy Framework to Strengthen Social Protection* includes ensuring safe and orderly overseas migration, including strengthening implementation of laws protecting women such as the Expanded Anti-Trafficking in Persons Act of 2022, and developing a comprehensive pathway for returning OFWs;

**WHEREAS**, Memorandum Circular No. 19 Series of 2023 of President Ferdinand “Bongbong” Marcos directs all departments, agencies, bureaus, and offices of the national government and encourages all LGUs to support the 2023 National Crime Prevention Program;

**WHEREAS**, Section 5(A.6) of Republic Act No. 11641 mandates the Department of Migrant Workers to implement an intensified program against illegal recruitment and trafficking in persons activities;

**WHEREAS**, under the Republic Act No. 11641, the DMW is the primary agency under the executive department of the Republic of the Philippines mandated to protect the rights and promote the welfare of OFWs, whether documented or undocumented, assuming the powers and functions of:

- Philippine Overseas Employment Administration (POEA),
- Office of the Undersecretary of the Migrant Workers Affairs (OUMWA) of the Department of Foreign Affairs,
- All Philippine Overseas Labor Offices (POLO) under the DOLE,
- International Labor Affairs Bureau (ILAB) under the DOLE,
- National Reintegration Center for OFWs (NRCO) under the OWWA,
- National Maritime Polytechnic (NMP) under the DOLE, and
- Office of the Social Welfare Attaché (OSWA) under the Department of Social Welfare and Development;

**WHEREAS**, as part of its mandate, the DMW undertakes to develop and support programs and projects for livelihood, entrepreneurship, savings, investments, and financial literacy for returning Filipino migrant workers and members of their families in coordination with relevant stakeholders, service providers, and international organizations for the purpose of implementing the full-cycle national reintegration program for OFWs, which shall cover the different dimensions of support needed by the OFW such as economic, social, psychological, gender-responsive, and cultural which shall be embedded in all stages of migration for work



beginning from pre-deployment, on-site during employment, and upon return;

**WHEREAS**, the DOLE is the national government agency mandated to formulate policies, implement programs and projects as well as serve as the policy-coordinating arm of the Executive Branch for local labor and employment;

**WHEREAS**, the TESDA is the national government agency created through Republic Act No. 7796, otherwise known as the "Technical Education and Skills Development Act of 1994", mandated by law, to provide relevant, accessible, high quality and efficient technical education and skills development in support of the development of high quality Filipino middle level manpower responsive to and in accordance with Philippine development goals and priorities;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties have agreed:

## **ARTICLE I**

### **Scope of Cooperation**

In consideration of their respective mandates and in the spirit of cooperation to promote the rights and welfare of the public, migrant workers and members of their families, the Parties agree to cooperate on -

- (a) Capability Building of LGU internal and external stakeholders;
- (b) Public information and worker education on overseas employment, including full-cycle reintegration;
- (c) Establishment of OFW Help Desks;
- (d) Anti-Illegal Recruitment and Trafficking in Persons Campaign;
- (e) Full-cycle reintegration interventions and support for OFWs and members of their families; and
- (f) Pre-employment, Employment and Livelihood Programs.

## **ARTICLE II**

### **Roles and Responsibilities of the Parties**

#### **A. Capability Building for LGU and Local Stakeholders**

1. The Parties shall undertake the following training programs for the LGU and local stakeholders:

#### A. DMW

- a. Capability Enhancement Training (CET) for local government officials, Public Employment Services Office (PESO) personnel, barangay officers, migrant workers' associations, OFW family circles, and other local stakeholders on overseas employment laws and regulations, government programs and services for OFWs and members of their families;
- b. Comprehensive gender-sensitive Pre-Employment Orientation Seminar (PEOS) that will discuss topics not only on the prevention of illegal recruitment and trafficking in persons but also on the context of the Handbook for OFWs on the rights and responsibilities of migrant workers;
- c. Anti-Illegal Recruitment and Trafficking in Persons (AIRTIP) Training for law enforcers, members of the academe, non-government organizations, civic society organizations, graduating students, and other local stakeholders;
- d. Referral pathway for services to OFWs and members of their families;
- e. Orientation/briefing on e-Registration;
- f. Need-based training programs such as Entrepreneurship Development Training (EDT); counseling; paralegal; financial literacy; development of OFW case intake, referrals, linkages and networking; and gender and development (GAD) and gender-based violence.

#### B. DOLE

- a. Labor Education for Graduating Students (LEGS), integrating modules on local labor and employment laws, rules and regulations and prevention of local illegal recruitment and trafficking in persons;
- b. Strengthen the collaboration with the LGU, through the PESO, by providing them capacity building and technical assistance on the following programs:
  1. Basic Employment Service Training (BEST);
  2. Labor Market Information (LMI);
  3. Skills Registry System (SRS);
  4. Enhanced PhilJobNet Training; and
  5. Basic and Advance Management Skills Training;

- c. Provide technical assistance including but not limited to reference material and modules on the conduct of the training.

C. TESDA

- a. Orientation on TESDA programs and services available for OFWs, members of their families including children of OFWs; and
- b. Advocate to OFWs and members of their families to avail the TESDA trainings for upskilling, re-skilling or cross-skilling, including Assessment and Certification for better employment opportunities.

2. The LGU shall:

- a. Extend invitation to local training participants and ensure the participation of key local officials and personnel on relevant training programs that Parties may undertake; and
- b. Provide a venue for the conduct of trainings, as well as extend the services of its personnel as may be needed.

**B. Public Information and Worker Education**

1. The DMW shall coordinate with the LGU in the conduct of Pre-employment Orientation Seminar (PEOS) and other related information campaigns such as the Anti-Illegal Recruitment and Trafficking in Persons (AIRTIP) Seminars.
2. The LGU shall regularly conduct information campaign in communities about overseas employment and its potentials and risks, government programs and services, the legal channels on applying for overseas employment, the requirements and procedures, and other necessary information. It shall endeavor to integrate in its local programs and services a continued information campaign for its constituents.
3. The DMW, DOLE and TESDA shall furnish the LGU for posting the soft copy of the AIRTIP campaign videos, advisories, and other information, education and communication materials on overseas employment for the posting in the LGU's official website and social media accounts.
4. The DMW, in partnership with LGU representatives, shall promote the information dissemination on its government-to-government hiring program. The LGU shall establish communication channel with the Pre-Employment and Government Placement Bureau (PEGPB) of the DMW for the Employment Caravans which shall include among others

promotional activities, recruitment activities, conduct of job fairs and e-registration of prospective applications from their respective municipalities. The LGU shall provide venue for the conduct of the employment caravans.

5. Cost consideration pertaining to areas of cooperation hereto stipulated shall be agreed upon by the DMW, and the LGU on a per activity and cost-sharing basis and which shall form part of this MOA.

#### **C. Establishment of OFW Help Desk**

1. The DMW, shall assist the LGU in establishing the desk by training key personnel and sharing information materials. They shall act with dispatch on the requests and referrals of the LGU on repatriation, onsite assistance and access to justice. They shall also provide the OFW Help Desk such other support services and interventions as may be mutually agreed upon.
2. The LGU shall:
  - Provide office space for the OFW Help Desk that will provide current information to their constituents on government programs and services for migrant workers and all the processes and aspects of overseas employment and will act on concerns brought to its attention and refer the same to appropriate government agency;
  - Provide personnel from the Public Employment Services Office (PESO) or any other person as may be designated by the Local Chief Executive who has been trained on public employment services, including overseas employment program and who will man the OFW Help Desk Office and will regularly coordinate with appropriate government agency;
  - Work closely with the DMW in the implementation of shared and aligned programs and services for OFWs throughout the whole cycle of migration;
  - Allow DMW, DOLE and TESDA to access/use its billboard/public information boards for its advocacy and information dissemination campaign; and
  - Provide the OFW Help Desk such other support services as may be deemed necessary.

#### **D. Anti-Illegal Recruitment and Trafficking in Persons Campaign**

1. The LGU shall undertake information campaign against illegal recruitment and trafficking in persons through the PEOS and AIRTIP Seminars.
2. The LGU shall report to law enforcement authorities alleged illegal recruitment and trafficking in persons activities occurring within its jurisdiction. It may request DMW or its Regional Office for the conduct of investigation against, or closure of, any licensed or unlicensed recruitment establishment/entity alleged to be engaged in illegal recruitment and trafficking in persons.
3. DMW shall coordinate with relevant law enforcement agencies for the conduct of surveillance, entrapment, and arrest operations; assist relevant law enforcement agencies in the rescue and/or repatriation operations; provide assistance in the determination of the nature of the case to be filed and in filing the same; and assist in the preparation of sworn statement.

**E. Full cycle reintegration interventions and support for OFWs and members of their families**

1. The DMW shall promote gender-responsive full-cycle national reintegration program.
2. Likewise, the DMW, through the National Reintegration Center for OFWs (NRCO), shall make available to DOLE relevant data and statistics of returning/returned OFWs for the purpose of planning, policy formulation and program development regarding local employment as one of the reintegration pathways of OFWs.
3. The LGU, through PESO, shall facilitate the reintegration through local employment pathway of OFWs through:
  - Provision of local employment information (including self-employment opportunities) and referral services; and
  - Provision of career guidance and employment coaching.

**F. Pre-employment, Employment and Livelihood Programs**

1. The DMW shall promote the overseas job opportunities published on its website including government-to-government hiring, and work with the LGU in the implementation of a sustainable and gender-responsive full-cycle national reintegration program;
2. The DMW, DOLE and LGU may jointly conduct jobs fair. All expenses to be incurred relative to this activity shall be cost-shared by the DMW, DOLE, and LGU subject to existing guidelines.



3. The DOLE shall promote and facilitate access of the qualified disadvantaged workers to Tulong Panghanapbuhay sa Ating Disadvantaged/Displaced Workers (TUPAD) Program subject to existing rules and regulations.

### **ARTICLE III IMPLEMENTATION MECHANISM**

To facilitate the implementation of and follow-up to this MOA, the Parties have agreed to:

1. Constitute, within thirty (30) days from signing of this MOA, a Technical Working Group (TWG) composed of not more than two (2) representatives from the LGU, one (1) representative each from DMW, DOLE and TESDA. The TWG shall develop and finalize a work plan and monitor its implementation. It shall periodically meet or as it may deem necessary in the place and on the date agreed upon by the Parties.
2. The LGU shall submit its report to the DMW NRCO and Migrant Workers Protection Bureau (MWPB) - AIRTIP Programs Monitoring, Coordination and Technical Support Services Division of its activities and accomplishment on a semestral basis or as may be requested based on the agreed format, via email at [nrco@dmw.gov.ph](mailto:nrco@dmw.gov.ph) and [airtipinfo@dmw.gov.ph](mailto:airtipinfo@dmw.gov.ph).
3. The DMW, through the NRCO and Migrant Workers Protection Bureau - AIRTIP Programs Monitoring, Coordination and Technical Support Services Division, shall assess all reports and recommend measures to the DMW Secretary to enhance partnerships with the LGU.

### **ARTICLE IV ENTRY INTO FORCE AND AMENDMENT**

1. This MOA shall enter into force upon the signing of the Parties and shall remain in full force and effect unless revoked upon mutual written consent of the Parties.
2. Any amendment to or revision of this MOA shall be in writing and shall be done only upon the mutual consent of the Parties.

### **ARTICLE V INFORMATION SHARING AND CONFIDENTIALITY**

1. The Parties confirm of their intention to provide each other with relevant information related to the implementation of this MOA which they may deem suitable.

2. Any information disclosed by a party to the other as a result of this MOA and in the performance of their respective mandate, shall be considered proprietary and confidential. The Parties, their officer and employees or agents shall not use or disseminate such information except as may be authorized in writing. Confidential information shall not include information previously known to the Parties, the general public or previously recognized as a standard practice in government.
3. The Parties may enter into a separate Non-Disclosure Agreement (NDA) to implement this clause.

#### **ARTICLE VI DATA PRIVACY CLAUSE**

1. The Parties, in the performance of their obligations under this MOA, shall ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties and their officers, employees or agents may have access to; and shall store, use process and dispose the said information in accordance with Republic Act No. 10173 or the "Data Privacy Act of 2012," its Implementing Rules and Regulations and applicable National Privacy Commission (NPC) issuances.
2. Any violation of this clause and any of the provision of said law and issuances by the above-cited persons shall be subject to the corresponding sanctions, penalties and/or fines under the said law without prejudice to any other applicable civil and/or criminal liability.
3. The Parties shall enter into a separate Data Sharing Agreement (DSA) to implement this clause.

#### **ARTICLE VII FINANCIAL ARRANGEMENT AND COST**

The Parties acknowledge that this MOA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights for any third party. All expenses borne by each Party in the performance of its mandate shall be its own, unless explicitly agreed to otherwise.

#### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

1. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express, or implied, on behalf of any other Party. Nothing in this MOA is intended to create or constitute a joint venture, agency, trust, or other association of any

kind between the Parties of persons referred to herein. The employees of each Party shall remain its employees and the concerned employer shall be solely responsible for the wages, benefits, and emoluments of such employees.

2. The Parties shall not assign or transfer this MOA or any of the rights or obligations granted herein without the prior written consent of the other Parties, and any purported assignment made without obtaining such written consent shall be void.

#### **ARTICLE IX DISPUTE RESOLUTION**

Any dispute, claim, controversy, or disagreement arising out of or in connection with this MOA shall be notified in writing by one Party to the other Parties and the Parties hereto shall endeavor to settle such dispute amicable within thirty (30) calendar days after receipt of the notification.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_\_.

**DEPARTMENT OF MIGRANT  
WORKERS**

**DEPARTMENT OF LABOR AND  
EMPLOYMENT**

\_\_\_\_\_  
**ROGELIO T. BENITEZ, MNSA**  
Regional Director

\_\_\_\_\_  
**JESUS ELPIDIO B. ATAL JR., MNSA**  
Regional Director

**TECHNICAL EDUCATION AND  
SKILLS DEVELOPMENT  
AUTHORITY**

**LOCAL GOVERNMENT UNIT OF  
TUGUEGARAO CITY**

\_\_\_\_\_  
**TONI JUNE A. TAMAYO**  
Regional Director

\_\_\_\_\_  
**MAILA ROSARIO S. TING-QUE**  
City Mayor

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Name/Designation

\_\_\_\_\_  
Name/Designation