



Committee on Labor, Trade Commerce and Industry

Office of the Sangguniang Panlungsod  
Received by: Jenny Prince  
Date: 7 Dec 2024  
Time: 9:41

**COMMITTEE HEARING REPORT**  
NO. LCTI-020-S-2024

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF MIGRANT WORKERS (DMW), THE OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), AND THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) REGARDING THE IMPLEMENTATION OF THE ANTI-ILLEGAL RECRUITMENT (AIR) AND TRAFFICKING-IN-PERSONS (TIP) CAMPAIGN. (PCR No. 717-2024 dated November 20, 2024).*

During the 117<sup>th</sup> Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod, chaired over by presiding officer Hon. Rowena Bautista-Mendiola held on November 20, 2024, at the Sangguniang Panlungsod (SP) Session Hall, 6<sup>th</sup> Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center, the above subject was referred to the Committee on Labor, Trade Commerce and Industry.

**FINDINGS:**

Illegal recruitment and human trafficking have become major and pervasive concerns for the government, as they have a detrimental effect on labor mobility and exploit the vulnerabilities of migrant workers and the general public. Efforts are being made to crack down on these illegal activities through increased monitoring and enforcement measures. It is crucial to address these issues to protect the rights and safety of all individuals involved in the labor market.

The Memorandum of Agreement aims to define the terms of collaboration, responsibilities, and commitments of the Parties to ensure the effective implementation of the Anti-Illegal Recruitment (AIR) and Trafficking-in-Persons (TIP) Campaign.

The Philippine Development 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 Extended Anti-Trafficking in Persons Act of 2022 and developing a comprehensive pathway for returning OFWs.





## RECOMMENDATION:

After careful consideration, the Committee recommends the **approval** of the "A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF MIGRANT WORKERS (DMW), THE OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), AND THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) REGARDING THE IMPLEMENTATION OF THE ANTI-ILLEGAL RECRUITMENT (AIR) AND TRAFFICKING-IN-PERSONS (TIP) CAMPAIGN."

**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

Signed this 2<sup>nd</sup> of December 2024 at the City of Bacoor, Cavite.

### Committee on Labor, Trade Commerce and Industry

  
\_\_\_\_\_  
**COUN. REYNALDO M. FABIAN**  
Chairman

  
\_\_\_\_\_  
**COUN. ALEJANDRO GUTIERREZ**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. ROBERTO ADVINCULA**  
Member

  
\_\_\_\_\_  
**COUN. MICHAEL SOLIS**  
Member







Committee on Labor, Trade Commerce and Industry

COMMITTEE HEARING MINUTES  
NO. LCTI-020-S-2024

Office of the Sangguniang Panlungsod  
Received  
On 02 DEC 2024  
By [Signature]

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF MIGRANT WORKERS (DMW), THE OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), AND THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) REGARDING THE IMPLEMENTATION OF THE ANTI-ILLEGAL RECRUITMENT (AIR) AND TRAFFICKING-IN-PERSONS (TIP) CAMPAIGN. (PCR No. 717-2024 dated November 20, 2024).**

The 117<sup>th</sup> Regular Session of the 5th Sangguniang Panlungsod was chaired over by presiding officer, Vice Mayor Rowena Bautista - Mendiola held on September 23, 2024 at the Sangguniang Panlungsod (SP) Session Hall, 6th Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The session was formally opened at 10:00 am by the presiding officer and declared a quorum.

The City Administrator, Atty. Aimee Torre Franca-Neri wrote to the Acting City Vice Mayor, Hon. Catherine Sarino – Evaristo in reference to the letter of the Regional Director April Casabuena of the Department of Migrant Workers (DMW) proposing the execution of Memorandum of Agreement (MOA) between the City Government of Bacoor, DMW, the Overseas Workers Welfare Administration (OWWA), the Department of Labor and Employment (DOLE) and the Technical Education and Skills Development Authority (TESDA).

At the 118<sup>th</sup> Regular Session, held on November 25, 2024, the aforementioned proposed resolution was approved by the committee chairman, Hon. Reynaldo M. Fabian and unanimously seconded by the council members.

The session adjourned at 11:00 am upon the motion of Hon. Catherine Sarino – Evaristo and approved by the council members.

Prepared by:

**ARMILEEN LEGASPI-RED**  
Local Legislative Staff Assistant I





Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
OFFICE OF THE SANGGUNIANG PANLUNGSOD



Attested by:

**COUN. REYNALDO M. FABIAN**

*Chairman*

COMMITTEE MINUTES NO. LTCI-020-S-2024

MOA AUTHORIZING THE IMPLEMENTATION OF ANTI-ILLEGAL RECRUITMENT (AIR) AND TRAFFICKING-IN-PERSONS (TIP) CAMPAIGN

Page 2



Address: Bacoor Legislative and Disaster Resilience Bldg.  
Bacoor Blvd., Brgy. Bayinlan, City of Bacoor, Cavite  
Trunkline: (046) 417-0727  
Website: [www.bacoorcitynp.com](http://www.bacoorcitynp.com)



Cert no 24/181809

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Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
CITY ADMINISTRATOR'S OFFICE



CGBCR-AO-01-F01.02  
05/30/2024



## ENDORSEMENT

Office of the Sangguniang Panlungsod  
Received by: SECRET  
Date: 02 DEC 2024  
Time: 9:00

FOR : **HON. CATHERINE SARINO-EVARISTO**  
Acting City Vice Mayor and Presiding Officer

THRU : **ATTY. KHALID A. ATEGA**  
Sangguniang Panlungsod Secretary  
Office of the Sangguniang Panlungsod

OFFICE OF THE  
SANGGUNANG PANLUNGSOD  
RECEIVED  
BY: RUTH SITIMAN  
DATE: 11/18/24 TIME: 9:00  
BACOR CITY, CAVITE

SUBJECT : **REQUEST FOR ISSUANCE OF A CITY RESOLUTION**  
AUTHORIZING THE HONORABLE MAYOR STRIKE B. REVILLA TO SIGN A  
MEMORANDUM OF AGREEMENT

DATE : **18 November 2024**

This has reference to the letter of the Regional Director April Casabuena of the Department of Migrant Workers ("DMW"), addressed to Honorable Mayor Strike B. Revilla, proposing the execution of a **Memorandum of Agreement (MOA)** between the City Government of Bacoor, DMW, the Overseas Workers Welfare Administration ("OWWA"), the Department of Labor and Employment ("DOL-E"), and the Technical Education and Skills Development Authority ("TESDA").

The MOA aims to define the terms of collaboration, responsibilities, and commitments of the Parties to ensure the effective implementation of the Anti-Illegal Recruitment (AIR) and Trafficking-in-Persons (TIP) Campaign. This initiative underscores the shared responsibility of local and national governments in protecting our residents from exploitation and human trafficking.

In light of this, your immediate action is respectfully requested to issue a City Resolution authorizing Honorable Mayor Strike B. Revilla to sign the said MOA. Such authorization is required to formalize this partnership and advance the City Government's commitment to safeguarding the welfare of Bacooreños.

Your favorable and expeditious action on this matter is earnestly anticipated.

In Pursuit of the Welfare of the Bacooreños,

  
**ATTY. AIMEE TORREFRANCA-NERI**  
City Administrator



Address: Bacoor Government Center, Bacoor Blvd.,  
Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111  
Website: [www.bacoor.gov.ph](http://www.bacoor.gov.ph)



Cert. no. 24-181809



## 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 Blas F. Ople Bldg., EDSA corner Ortigas Avenue, Mandaluyong City, represented herein by its Secretary, **HANS LEO J. CACDAC**, herein referred to as the **DMW**;

The **OVERSEAS WORKERS WELFARE ADMINISTRATION**, a government agency created under the laws and regulations of the Republic of the Philippines, with office address at the 7th St. corner F.B. Harrison St. Pasay City, represented herein by its Administrator, **ARNALDO A. IGNACIO**, herein referred to as the **OWWA**;

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, an agency of the national government created by virtue of Act No. 4121, with office address at Muralla Wing cor. General Luna St., Intramuros, Manila, represented herein by its Regional Director, \_\_\_\_\_, 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 East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City, represented herein by its Regional Director, \_\_\_\_\_, herein referred to as **TESDA**;

and

The \_\_\_\_\_, a local government unit, formed and existing under Philippine laws, and with address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, herein referred to as the **LGU**;

The **DMW**, **OWWA**, **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 OWWA, a national government agency attached to DMW is vested with a special function of developing and implementing welfare programs and services to its member-OFWs and their families, pursuant to Republic Act No. 10801 or the OWWA Act;

**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. OWWA

- a. Orientation on OWWA programs and services, including modules on migration, family and children of OFWs.

#### C. 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.

#### D. 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 PEOS and other related information campaigns such as the 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, OWWA, 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, together with the OWWA, 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 OWWA shall:
  - a. Conduct orientation for OFW Help Desk Officer/s and the LGU on OWWA's programs and services;
  - b. Assist the LGU in identifying and implementing priority programs for OFWs and their families;
  - c. Organize and capacitate its Family Welfare Officer/Staff, together with the designated OFW Help Desk officers.

The OWWA shall periodically conduct consultation and monitoring activities to ensure the continuous improvement of all OFW Help Desks.

3. 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, OWWA, 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 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.
4. The OWWA shall ensure access of constituencies to its social benefits, education, and training and other welfare assistance programs and services.

### **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, OWWA, 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 - 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**

**OVERSEAS WORKERS WELFARE  
ADMINISTRATION**

\_\_\_\_\_  
**HANS LEO J. CACDAC**  
Secretary

\_\_\_\_\_  
**ARNALDO A. IGNACIO**  
Administrator

**DEPARTMENT OF LABOR  
AND EMPLOYMENT**

**TECHNICAL EDUCATION AND SKILLS  
DEVELOPMENT AUTHORITY**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
DMW

\_\_\_\_\_  
DMW, Region \_\_\_\_

\_\_\_\_\_  
OWWA, Region \_\_\_\_

\_\_\_\_\_  
TESDA, Region \_\_\_\_