

## MEMORANDUM OF AGREEMENT WODP Training Grant

**PRIVACY NOTICE:** The Department of Labor and Employment (DOLE) respects your right to privacy. We collect or generate your personal information, including but not limited to name, address, employer or organization you are representing, Passport or ID Number and other personal data necessary to facilitate this Agreement. By filing a duly accomplished form, you are agreeing to the collection, processing and sharing of the collected information consistent with existing laws, rules and regulations.

**KNOW ALL MEN BY THESE PRESENTS:**

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

The **DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE)**, represented by (Name of DOLE Authorized Representative), (Position) with office address at (Address):

- and -

The (Name of Workers Organization), with Certificate of Registration Number/Local Creation Number \_\_\_\_\_ issued on (Date), represented by (Name of Authorized Representative), (Position) with office address at (Address).

**WITNESSETH:**

**WHEREAS**, the **Department of Labor and Employment** is mandated to strengthen trade unionism by promoting labor education activities to the officers and members of workers organizations that they become independent and active partners in national development.

**WHEREAS**, the **Workers Organization Development Program (WODP)**, whose funding is authorized by the General Appropriations Act (GAA) and form part of the annual budget of the DOLE, under which assistance and support are extended to qualified workers' organizations, through training grants to enhance their competency and skills in the management of their organization.

**WHEREAS**, the (Name of organization), has passed the WODP accreditation requirements and has complied with the training grant requirements.

**WHEREAS**, a "**No Liquidation-No Availment of Any WODP Grant**" policy shall be strictly implemented.

**NOW**, therefore, for and in consideration of the foregoing premises, the parties hereby agree to bind themselves to the following terms and conditions:

**The (Name of Workers Organization) shall:**

1. Submit a letter requesting for the release of the training grant thirty (30) days before the actual conduct of the training;
2. Provide an equity of at least 20% of the approved total training cost;

3. In case of deviations or alterations from the approved training proposal/Memorandum of Agreement, the president of the workers organization shall seek approval from the DOLE implementing office by submitting a letter request at least thirty (30) days before the alteration/modification is implemented.
4. Conduct the training entitled: \_\_\_\_\_ **(Title of Training)** \_\_\_\_\_ covering \_\_\_\_\_ batch/es or phase/s with a total cost of \_\_\_\_\_ **(Amount in words)** \_\_\_\_\_ (Php xxx), broken down as follows:

PARTICULARS	DOLE Counterpart (80%)	Workers Organization (20%)	GRAND TOTAL
Food, Venue and Accommodation			
Supplies and Materials			
Transportation			
Equipment Rental			
Resource Speakers Honorarium			
Secretariat/Facilitators Honorarium			
Preparatory Meetings and other expenses			
<b>TOTAL</b>			

5. Submit the following liquidation documents to the DOLE-implementing office within fifteen (15) days after the conduct of the training, certified correct by the Secretary/Treasurer/Project Coordinator and attested to by the President, in accordance with the accounting and auditing rules and regulations:

- a. Post training or terminal report;
- b. Original copy of attendance sheet;
- c. Detailed disbursement report of expenses supported by statement of accounts, original receipts;
- d. Course Evaluation Report **(WODP Training Grant Form No. 3)**;
- e. Speakers' Evaluation Report **(WODP Training Grant Form No. 4)**;

In case of failure to submit the complete liquidation report, release of succeeding training grants shall be suspended;

6. Refund the whole amount within fifteen (15) days in case of failure to conduct the training in the approved schedule date;
7. Pay the amount disallowed by COA Auditor from the liquidation of the WODP training grant; and
8. Adhere to the policies and abide by the guidelines of the WODP as contained in Department Orders No. 203, series of 2019.

**The DOLE- \_\_\_\_\_ (Name of DOLE implementing office) \_\_\_\_\_ shall:**

1. Facilitate the approval and timely release of the training grant as per approved training proposal/MOA;
2. Send an observer in the conduct of the training and monitor the compliance with the terms and conditions of this MOA/approved training proposal; and
3. Demand the refund of cash advance or amount disallowed by the COA Auditor based on the liquidation documents submitted, or non-liquidation of cash advance.

**TERMINATION OF CONTRACT**

This Agreement may be terminated under any of the following conditions:

- a. Violation of the terms and conditions of the MOA/approved training proposal; and
- b. No allocation of WODP Funds in the General Appropriation Act (GAA) in a particular year.

**SPECIAL PROVISIONS**

No amendments, modifications or alterations of this **Agreement** shall be valid or binding on either party, unless expressly approved in writing by the parties herein.

**IN WITNESS WHEREOF**, the parties or their authorized representatives hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, Philippines.

**DOLE Authorized Representative:**

**Workers' Organization Authorized Representative:**

\_\_\_\_\_  
PRINTED NAME & SIGNATURE

\_\_\_\_\_  
PRINTED NAME & SIGNATURE

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_ ) S.S.**

**BEFORE ME**, in the City of \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared the following:

<b>NAME</b>	<b>PASSPORT/NAME OF ID, NUMBER AND DATE OF ISSUANCE</b>
_____	_____
_____	_____
_____	_____

Both known to me and known to be the same persons who executed the foregoing instrument composed of four (4) pages including this page and acknowledged before me that the same is their free and voluntary act and deed as well as that of the entities they represent.

**WITNESS MY HAND AND SEAL ON THE DATE AND PLACE FIRST ABOVE WRITTEN.**

**NOTARY PUBLIC**

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