**MEMORANDUM OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (the **“Agreement”**) is made and entered into by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a National Government Agency with office address at IBP Road, Batasan Pambansa Complex, Constitution Hills, Quezon City, represented by **MARI-FLOR A. DOLLAGA-LIBANG** (the **“DSWD”**);

– and –

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, of legal age, Filipino, and with residence at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the **“Contractor”**);

WITNESSETH THAT

*Whereas*, Contractor has the education, experience and skills needed to provide services to DSWD;

*Whereas*, Contractor has offered to render such services, and the DSWD has accepted such offer;

NOW, THEREFORE, the parties agree that:

1. **Payment of Services.**

For services rendered under this Agreement, Contractor shall receive a monthly payment of services in the amount indicated in the SCHEDULE OF PARTICULARS, which is made an integral part of this Agreement, marked as **Annex A**. Such payment of servi646ces shall be charged against the fund source also indicated in the said SCHEDULE OF PARTICULARS.

Upon mutual Agreement of the parties, an applicable premium rate shall be given to the Contractor based on agreed and approved payment of services package/schedule for COS Workers, marked as **Annex B** subject to availability of funds, and in accordance with existing guidelines of regulatory agencies such as COA and DBM, as well as relevant DSWD issuances. The amount of premium shall be computed based on the services rendered and shall be paid on a monthly basis, in accordance to the scheduled release of payment of salary; provided, however, that payment of authorized overtime services shall be computed based on the cost of service base rate.

1. **Responsibilities of Contractor.**
   1. Contractor shall have the designation, and shall perform and assume the functions and responsibilities, indicated in the attached SCHEDULE OF PARTICULARS.
   2. Contractor may be tapped/ called/ directed/ by the DSWD to render services to augment workforce needed for relief operations, volunteer management, relief goods packaging, escorting relief goods to affected areas, and other logistical support and disaster response tasks brought by natural or any other cause/s and it becomes necessary under the circumstances, and other analogous situations. All services to be rendered by Contractor in relation to this provision will be properly compensated subject to existing rules and regulations pertaining thereto.
   3. Contractor should render forty (40) working hours a week. The Contractor may render extra services beyond the agreed upon regular working hours, as required by the DSWD, in the exigency of the service. Such extra services shall be compensated following the existing guidelines on payment of overtime services. Any unutilized compensatory overtime credits earned as remuneration for extra services rendered shall be deemed expired at the end of this contract period or termination of this MOA.
   4. Contractor agrees to travel outside of the usual work station as authorized by DSWD in the exigency of service. In such cases, the actual traveling expenses may be reimbursed pursuant to DSWD Implementing Rules and Regulations on Executive Order No. 77 Prescribing Rules and Regulations and Rates of Expenses and Allowances for Official Local and Foreign Travels of Government Personnel (Administrative Order No. 13, series of 2019), and subject to the usual accounting and auditing rules and procedures.
   5. In the interest of the service, the DSWD may lend DSWD properties to Contractor for official use outside DSWD premises subject to existing DSWD rules and regulations. If any such property is lost or damaged due to the fault or negligence of Contractor, the Contractor shall be liable to DSWD and/or the accountable officer or its money value in the properties lent by the DSWD to Contractor for official use outside DSWD premises subject to existing DSWD rules and regulations i.e. Amendment to Administrative Order No. 6, series of 2017, on the Comprehensive Guidelines on the Management of DSWD Properties or the Administrative Order No. 06, series of 2018. In case of non-settlement of the obligation, the DSWD may take appropriate action against the Contractor.

Contractor

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Regional Director HRMDD Chief HRPPMS Head

* 1. Contractor shall submit Accomplishment Reports and Daily Time Records to support the payment of services rendered.
  2. Contractor shall abide by the following policies, office rules and regulations being implemented and required by the DSWD:
     1. DSWD Code of Conduct under DSWD Memorandum Circular No. 21, series of 2012, and its subsequent amendment;
     2. Child Protection Policy embodied in DSWD Administrative Order No. 07, series of 2015;
     3. DSWD Drug-Free Workplace Policy per DSWD Administrative Order No. 14, series of 2017;
     4. Tobacco Control Policy and Protection against Tobacco Industry Interference per DSWD Administrative Order No. 11, series of 2019;
     5. Occupational Safety and Health Standards for DSWD per Administrative Order No. 3, series of 2021, and other relevant safety and health protocols and issuances; and
     6. Other reasonable office rules and regulations being implemented in DSWD, such as but not limited to dress code, work schedule and arrangements, etc.
  3. The Contractor shall not engage in any conduct that would constitute sexual harassment as defined in RA No. 11313 or the Safe Spaces Act and its Implementing Rules and Regulations (IRR).

If the Contractor is the victim, the Committee on Decorum and Investigation (CODI) shall provide the necessary assistance, such as but not limited to, the referral to the proper office for psychosocial counseling services pursuant to RA No. 11313 or the Safe Spaces Act. If, following an investigation and due process, it is concluded that there are credible allegations of possible criminal conduct, CODI may assist the victim to report possible criminal acts directly to relevant authorities.

* 1. Contractor may be assigned to do other work-related tasks and responsibilities by the DSWD, provided that such will not hinder the performance of their primary tasks and responsibilities as indicated in the SCHEDULE OF PARTICULARS as to be determined by the concerned immediate supervisor and approved by the Head of OBS/FOs.
  2. The Contractor shall inform the DSWD through a written notice within three (3) days upon filing of his/her candidacy in any national or local election and ensure receipt thereof. This, however, does not preclude the DSWD from securing such information from the COMELEC.

1. **Other Conditions.**
   1. Contractor shall not be entitled to allowances/ benefits enjoyed by government employees, *i.e.*, PERA, ACA, RATA, and other similar allowances or emoluments provided to regular plantilla workers, unless explicitly provided for in the approved salary schedule or payment of services plan.
   2. The DSWD may issue guidelines that may allow Contractor and all other Contractors similarly situated to avail of special arrangements under certain conditions, pursuant to the spirit of existing social legislations, *e.g.*, the Labor Code, Solo Parent Act, Paternity Leave Act, Magna Carta for Public Social Workers, Magna Carta for Public Health Workers, Anti Violence Against Women and Children, and other similar issuances.
   3. To protect the Contractor from any health contingencies and ensure their welfare, the DSWD shall automatically deduct from the Contractor’s payment of services the premium contribution to the Philippine Health Insurance Corporation (PhilHealth).

However, Contractor may authorize the DSWD to deduct from Contractor’s payment of services premium contributions as a self-employed individual to the Social Security System (SSS) and Home Development Mutual Fund (HDMF/ PAG-IBIG) upon submission of authority to deduct form, in accordance with applicable laws and policies. Otherwise, the Contractor shall directly remit their premium contributions and ensure payment thereof to these agencies.

It is understood that for these purposes, the DSWD shall only be acting as a collecting agent and it shall remit on time, all contributions to the proper agencies.

* 1. If the Contractor’s rendition/ delivery of services under items 2.b and 2.d involves high risk to life and limb, DSWD recognizes and shall enroll the Contractor to a Group Personal Accident Insurance (GPAI) under the Government Service Insurance System (GSIS). The DSWD shall determine the rate of GPAI coverage and shoulder the premium therefore.
  2. To ensure safety and healthy well-being, the DSWD shall provide flexible working arrangements, personal protective equipment, psychosocial support, health and sanitation measures, and other support mechanisms as may be allowed by oversight agencies such as CSC, COA and DBM and/or as advised by relevant authorities subject to the issuance of internal guidelines of the Department.

Contractor

* 1. Contractor may be granted a performance incentive, additional premium, gratuity pay, hazard pay, and/or such other additional incentives subject to relevant DSWD issuances for the purpose, in accordance with existing guidelines issued by regulatory agencies, such as the Office of the President, COA and DBM subject to availability of funds.
  2. Contractor who unilaterally stopped reporting for work and has not been cleared of financial and property accountabilities, shall be subject to administrative, civil and/or criminal liability.
  3. Contractor shall inform his/her Head of Office and the Personnel Administration Division (PAD) in the case of Central Office and the Personnel Administration Section (PAS) in the case of the Field Offices at least thirty (30) working days prior to the effectivity of his/her pre-termination/ non-renewal of contract to be excluded from the payroll in accordance with COA rules.

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Regional Director HRMDD Chief HRPPMS Head

He/She shall be paid based on the actual service rendered upon compliance with all the requirements, including the Daily Time Record (DTR) for the period and clearance from Money, Property, Legal and Work-related accountabilities.

Last month payment shall be put on hold and only be released subject to submission of clearance and accomplishment reports.

1. **Warranties.** Contractor warrants that:
   1. Contractor is not related within the third degree of consanguinity or affinity to the hiring authority and/or representative of the DSWD, head of Office, or his/her immediate supervisor.
   2. Contractor has not been previously dismissed from government service by reason of an administrative offense.
2. **Effectivity & Termination.**
   1. This Agreement shall cover the engagement period indicated in the attached SCHEDULE OF PARTICULARS.
   2. Upon its expiration, this Agreement shall not be deemed renewed unless the parties explicitly enter into another Written Agreement for such renewal.
   3. Upon expiration or termination of this Agreement, the Contractor shall secure clearance from work-related, money and property accountabilities, i.e. administration sector, library, finance and management services, and professional and institutional development, unless renewed or another agreement was entered into by both Parties within the same OBS.
   4. Contractor may pre-terminate this Agreement only by serving written notice to the other party at least thirty (30) days prior to the intended date of pre-termination, copy furnish the HRMDD in the case of Central Office and HRMDD in the case of Field Office, for purposes of proper turnover of work-accountabilities and avoiding overpayment of services.
   5. The DSWD shall immediately pre-terminate this Agreement if, after investigation and due process, subject to the internal guidelines that may be issued for the purpose, the Approving Authority of this Agreement, upon the recommendation of the Recommending Authority/supervisor of Contractor, determines that:
      1. Contractor performed his/her functions under this Agreement inefficiently or incompetently;
      2. Contractor is guilty of absenteeism and/or habitual tardiness;
      3. Contractor violated the DSWD’s Code of Conduct, DSWD Child Protection Policy, Drug-Free Workplace Policy, Guidelines on the Adoption and Implementation of Policies on Tobacco Control and Protection Against Tobacco Industry Interference, and Occupational Safety and Health Standards for DSWD and other relevant safety and health protocols and issuances, and other reasonable office rules and regulations being implemented in DSWD;
      4. The DSWD discovers that the Contractor committed any fraud or misrepresentation with respect to a material fact which was a consideration for the DSWD into entering into this Agreement; or
      5. Contractor committed any act or omission that would otherwise constitute a grave or less grave administrative offense.
   6. If a sexual harassment complaint has been filed against the Contractor, the Approving Authority of this Agreement shall direct the conduct of the appropriate investigation, ensure the observance of due process, and establish other measures under the presumption of innocence.

The Contractor agrees that any breach of RA No. 11313 or the Safe Spaces Act and its IRR shall constitute a breach of an essential term of the MOA, and shall give rise to grounds for termination of the MOA. In addition, nothing herein shall limit the right of the Department to refer any alleged breach to relevant authorities for appropriate legal action.

* 1. The DSWD may also pre-terminate this Agreement upon written notice to Contractor at least 30 days prior to the intended date of pre-termination specifying any of the following grounds:
     1. The funds against which Contractor’s payment of services is charged become insufficient.
     2. The DSWD no longer has need for the services of Contractor as specified under this Agreement.
     3. Other analogous circumstances.
  2. In addition, this Agreement shall not be deemed renewed upon written notice to the Contractor at least 30 days prior to the expiration of this Agreement, for any of the following grounds:

Contractor

* + 1. The DSWD no longer has need for the services of Contractor as specified under this Agreement.
    2. The funds against which Contractor’s payment of services is charged become insufficient.
    3. Inefficient or incompetent performance of the Contractor.
    4. Habitual absences or tardiness incurred by the Contractor.
    5. Other analogous circumstances.

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Regional Director HRMDD Chief HRPPMS Head

* 1. The DSWD shall immediately pre-terminate this Agreement upon filing of candidacy in any local or national election by the Contractor. The DSWD shall notify the Contractor, in writing, of such pre-termination.
  2. The DSWD shall consider this Agreement as deemed terminated under just cause upon receipt of the Contractor of the written notification for such purpose, provided, that if receipt of the notification is impossible, e.g. the letter sent to the last known address of the Contractor is returned to DSWD, the fact that there was an attempt to send the letter to the Contractor suffices to deem the contract as terminated.

Signed by the Parties on August 30, 2023, in Butuan City.

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**

*By:*

**MARI-FLOR A. DOLLAGA-LIBANG \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Regional Director Contractor

WITNESSES

**GENELYN P. MARTURILLAS MARY CHILL L. MOMO**

HRPPMS Head HRMDD Chief

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public, on the above date and place, personally appeared the following:

|  |  |
| --- | --- |
| NAME | ID DETAILS |
| **MARI-FLOR A. DOLLAGA-LIBANG** | **16-12495** |
|  |  |

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary acts as well as that of the institution represented.

|  |  |
| --- | --- |
| Doc. No. \_\_\_\_\_;   Page No. \_\_\_\_\_;   Book No. \_\_\_\_\_;  Series of \_\_\_\_\_. | NOTARY PUBLIC |

**SCHEDULE OF PARTICULARS  
CY 2023**

|  |  |  |  |
| --- | --- | --- | --- |
| NAME OF  CONTRACTOR | |  | |
| SIGNATURE OF CONTRACTOR | |  | |
| POSITION | |  | |
| PLACE OF  ASSIGNMENT | |  | |
| DATE OF START OF ENGAGEMENT PERIOD | |  | |
| DATE OF END OF ENGAGEMENT PERIOD | |  | |
| TOTAL PAYMENT OF SERVICES (IN WORDS & IN FIGURES) | |  | |
| MONTHLY PAYMENT OF SERVICES (IN WORDS & IN FIGURES) | |  | |
| *BASE RATE* | *IN WORDS* |  | |
| *IN FIGURES* |  | |
| *PREMIUM*  *RATE* | **N/A** | ***The premium shall be paid on a monthly basis.*** | |
| FUNDING | SOURCE | AMOUNT IN WORDS | FIGURES |
|  |  |  |
| FUNCTIONS AND RESPONSIBILITIES | |  | |

**CY 2023**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Grade** | **Cost of Service**  **Base Rate[[1]](#footnote-1) (PhP)** | **Premium Rate (%)** | **Premium**  **Amount**  **(PhP)** | **Base Rate + Premium**  **(PhP)** |
| 1 | 13,000.00 | 9.93% | 1,290.90 | 14,290.90 |
| 2 | 13,819.00 | 9.91% | 1,369.46 | 15,188.46 |
| 3 | 14,678.00 | 9.87% | 1,448.72 | 16,126.72 |
| 4 | 15,586.00 | 9.82% | 1,530.55 | 17,116.55 |
| 5 | 16,543.00 | 9.79% | 1,619.56 | 18,162.56 |
| 6 | 17,553.00 | 9.76% | 1,713.17 | 19,266.17 |
| 7 | 18,620.00 | 8.78% | 1,634.84 | 20,254.84 |
| 8 | 19,744.00 | 8.89% | 1,755.24 | 21,499.24 |
| 9 | 21,211.00 | 8.63% | 1,830.51 | 23,041.51 |
| 10 | 23,176.00 | 8.32% | 1,928.24 | 25,104.24 |
| 11 | 27,000.00 | 5.50% | 1,485.00 | 28,485.00 |
| 12 | 29,165.00 | 4.16% | 1,213.26 | 30,378.26 |
| 13 | 31,320.00 | 3.78% | 1,183.90 | 32,503.90 |
| 14 | 33,843.00 | 3.26% | 1,103.28 | 34,946.28 |
| 15 | 36,619.00 | 0% | 0 | 36,619.00 |
| 16 | 39,672.00 | 0% | 0 | 39,672.00 |
| 17 | 43,030.00 | 0% | 0 | 43,030.00 |
| 18 | 46,725.00 | 0% | 0 | 46,725.00 |
| 19 | 51,357.00 | 0% | 0 | 51,357.00 |
| 20 | 57,347.00 | 0% | 0 | 57,347.00 |
| 21 | 63,997.00 | 0% | 0 | 63,997.00 |
| 22 | 71,511.00 | 0% | 0 | 71,511.00 |
| 23 | 80,003.00 | 0% | 0 | 80,003.00 |
| 24 | 90,078.00 | 0% | 0 | 90,078.00 |
| 25 | 102,690.00 | 0% | 0 | 102,690.00 |
| 26 | 116,040.00 | 0% | 0 | 116,040.00 |
| 27 | 131,124.00 | 0% | 0 | 131,124.00 |

1. Based on SSL V 4th Tranche [↑](#footnote-ref-1)