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# REVISED GUIDELINES IN THE IMPLEMENTATION OF THE DEPARTMENT OF LABOR AND EMPLOYMENT INTEGRATED LIVELIHOOD AND EMERGENCY EMPLOYMENT PROGRAMS (DILEEP)

In the interest of the service and pursuant to the goal of inclusive growth through massive job generation and substantial poverty reduction, this Guidelines is hereby issued prescribing the standards and procedures for effective implementation of the DOLE Integrated Livelihood and Emergency Employment Program (DILEEP).

## I. PROGRAM, OBJECTIVES, COVERAGE, GUIDING PRINCIPLES, DEFINITION OF TERMS AND MODES AND PHASES OF IMPLEMENTATION

**Section 1. Program**. - The DOLE Integrated Livelihood and Emergency Employment Program (DILEEP) is the Department's contribution to the government agenda of inclusive growth through massive job generation and poverty reduction.

The DILEEP particularly seeks to contribute to poverty reduction and reduce vulnerability to risks of the poor, vulnerable, and marginalized workers, either through: (1) transitional emergency employment; and (2) promotion of livelihood and entrepreneurship. It has two component programs, namely: (1) DOLE Integrated Livelihood Program (DILP) otherwise known as the *KABUHAYAN* Program; and (2) Emergency Employment Program (EEP) otherwise known as the *Tulong Panghanaphuhay sa Ating Disadvantaged/Displaced Workers (TUPAD)* Program.

All DOLE existing livelihood programs, i.e., Women Workers Employment and Entrepreneurship Development (WEED); Promotion of Rural Employment through Self-Employment and Entrepreneurship Development (PRESEED); Tulong Alalay sa Taong May Kapansanan (TULAY); Workers Income Augmentation Program (WINAP); Livelihood component of the DOLE Adjustment Measures Program (AMP); Working Youth Center (WYC); Youth Entrepreneurship Support (YES), and Kabuhayan Para sa Magulang ng Batang Manggagawa (KASAMA) Program, are integrated into the KABUHAYAN Program.

**Section 2. Objectives.** - This Guidelines seeks to ensure that the DILEEP contributes to poverty reduction and reduce the vulnerability to risks of the poor, vulnerable, and marginalized workers by:

- A. Ensuring easy access of beneficiaries to KABUHAYAN and TUPAD;
- B. Prescribing clear standards, transparent procedures for availment of and release of funds, reporting and monitoring, and evaluation of the program;
- C. Ensuring the accountabilities of the Accredited Co-Partners (ACPs) and beneficiaries and of the Regional Directors for all project funds releases; and
- D. Adopting, as applicable, a convergent approach in the delivery of programs and services of government agencies and private organizations to effectively assist and provide complete support to the program.
- **Section 3.** Coverage. This Guidelines shall govern the implementation of **KABUHAYAN** and **TUPAD Programs** nationwide.
- **Section 4. Guiding Principles. -** The implementation of the KABUHAYAN and TUPAD Programs shall observe the following:
- A. Convergence of Services. To ensure the success of livelihood and emergency employment programs, the convergence approach shall be operationalized through: (1) complementation of resources in the delivery of interventions; and (2) public-private partnerships (PPP).

The DOLE ROs/POs/FOs shall solicit the participation and commitment of respective services of relevant support agencies both government and the private sector. When necessary, a Memorandum of Agreement shall be entered into to formalize this partnership.

A pro-forma Memorandum of Agreement (MOA) for Convergence is attached as ANNEX A.

- **B.** Technology-Driven, Resource-Based and Sustainable Livelihood. To promote the use of latest technologies and readily available raw materials in the area with available market or demand for their products, the implementation of the *KABUHAYAN* Program shall be linked for technical support to key government agencies.
- C. Full decentralization of approving/signing authority. Except for the centrally- managed DOLE-Adjustment Measures Program (AMP), the Regional Directors shall be the approving and signing authority for all proposed KABUHAYAN and TUPAD projects, regardless of the amount. The Regional Directors shall be fully responsible and accountable for all project funds releases, in accordance with existing budgeting, accounting, and auditing rules and regulations, amending Administrative Order No. 328, series of 2011, on Delegation of Authority.

Section 5 Definition of Terms. For the purpose of this Guidelines, the following terms shall mean:

- (a) Accredited Co-Partner refers to the program partner, which may be a peoples'/workers' organization, union, association, federation, cooperative, business association, church-based organization, educational institution, or private foundation, that has been accredited by the DOLE to implement programs and projects using government or public funds. Government agencies, including LGUs and SUCs, need not accredit as program partner but would have to comply with the submission of documentary requirements.
- **(b)** Beneficiary refers to individuals or group of individuals or ACPs who are qualified to be recipients of assistance under the DILEEP.
- (c) Convergence refers to the act of integrating and collaborating related programs and services of DOLE, other government agencies, business and labor groups, and civil society to effectively assist and support a community enterprise.
- (d) Cooperative refers to an autonomous association of persons duly registered with the Cooperative Development Authority (CDA), with a common bond of interest, whose members have voluntarily joined together to achieve their social, economic, and cultural needs and aspirations by making equitable contributions to the capital required, patronizing their products and services, and accepting a fair share of the risks and benefits of the undertaking in accordance with universally-accepted cooperative principles.<sup>1</sup>
- (e) Disaster is a serious disruption of the functioning of a community or a society involving widespread human, material, economic or environmental losses and impacts, which exceeds the ability of the affected community or society to cope using its own resources. Disasters are often described as a result of the combination of: the exposure to a hazard; the conditions of vulnerability that are present; and insufficient capacity or measures to reduce or cope with the potential negative consequences. Disaster impacts may include loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Article 3 of Republic Act No. 9520 (An Act Amending the Cooperative Code of the Philippines)

<sup>&</sup>lt;sup>2</sup> Section 3 of Republic Act No. 10121 (Philippine Disaster Risk Reduction and Management Act of 2010).

- (f) Displaced Workers refer to workers in the formal and informal sectors who became unemployed, underemployed, or have lost their livelihood as a result of closure of establishment, economic crisis, retrenchment, termination, natural disasters/calamities.
- (g) DOLE Adjustment Measures Program (AMP) is a safety net program that provides a package of assistance and other forms of interventions as a means of helping individuals/workers and companies, particularly the distressed, in coping with economic disruptions
- (h) Equipment refers to a tangible property that is used to produce a product, provide a service or use to sell, store and deliver merchandise.
- (i) Equity refers to the proponent's counterpart which may be in the form of labor, land for the project site, facilities, equipment and the like, to be used in a project. It is a requirement for the proponent to allot an equity which is equivalent to at least 20 percent of the total project cost in order to avail of KABUHAYAN and TUPAD assistance.
- (j) Funds refer to government funds entrusted to the Regional Office for the implementation of the DILEEP.
- (k) Government Organization refers to national government agencies, local government units, government-owned or controlled corporations, and their subsidiaries.
- (I) Jigs A device that does both functions of holding the work and guiding a tool. The most common type of jig is the drill jig, which guides the drill bit for creating holes at desired locations.
- (m) Livelihood or KABUHAYAN refers to any kind of legitimate economic activity that will serve as a source of viable employment option to generate income among the lowincome groups.
- (n) Local Government Unit (LGU) refers to those institutional units whose fiscal, legislative and executive authority extends over the smallest geographical areas distinguished for administrative and political purposes.
- (o) Marginalized workers refer to workers who have not benefited from education, health, employment, and other opportunities by reasons of poverty, geographical inaccessibility, culture, gender, among others.
- (p) Micro-insurance refers to a scheme that provides specific insurance and similar products and services that meet the needs of the low-income sector for risk protection and relief against distress, misfortune, and other contingent events.

- (q) Occupational Safety and Health (OSH) refers to the (1) promotion and maintenance of the highest degree of physical, mental, and social well-being of workers in all occupations; (2) prevention among workers of any departures from health caused by working conditions; (3) protection among workers in their employment from risks usually from factors adverse to health; and (4) placement and maintenance of the worker in an occupational environment adapted to his physiological ability.
- (r) People's Organization (PO) refers to an independent community and/or a class-based association established to advance specific causes and to protect the interest of specific sectors.
- (s) Personal Protective Equipment (PPE) refers to clothing, equipment, or substances designed to be worn by someone to protect them from risks of injury or illness.
- (t) Working Poor refers to individuals and families whose income fall below the poverty threshold as defined by the National Economic and Development Authority and/or cannot afford in a sustained manner to provide their minimum basic needs of food, health, education, housing and other essential amenities of life.
- (u) Proponent refers to individuals and/or groups who propose and undertake livelihood and/or emergency employment projects, which may either be an ACP or a Beneficiary.
- (v) Raw Materials refer to the basic materials of which the product is made of
- (w) Regional Project Management Team (RPMT) refers to a team in the DOLE Regional Office which evaluates, deliberates, and endorses project proposals to the Regional Director for approval.
- (x) Self-employed refers to individuals who create their own earnings and opportunities in the form of business, contract work or freelance activities
- (y) Special Disbursing Officer (SDO) refers to a person who disburses funds and renders accounts in accordance with laws and regulations governing disbursement of public funds. The officer has physical possession or control of the funds.
- (z) Statutory Minimum Wage refers to lowest wage rate fixed by law that an employer must pay his/her workers.<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> National Wages and Productivity Commission Guidelines No. 01, Series of 2007 (Amended Rules of Procedure on Minimum Wage Fixing).

- (aa) Tool refers to a handheld device or implement that helps in performing a particular task or function. This includes mechanical tools such as saw, hammer, knife, pliers, molder, trowel, glue gun, rake, shovel, axe and wheelbarrow
- (bb) Tulong Panghanapbuhay sa Ating Displaced/Disadvantaged Workers (TUPAD) Program or Emergency Employment Program (EEP) A community-based package of short–term wage employment assistance for displaced and/or underemployed workers.
- (cc) Union refers to any labor organization in the private sector organized for collective bargaining and for other legitimate purposes.<sup>4</sup>
- (dd) Underemployed refers to the employed persons who express the desire to have additional hours of work in their present job or an additional job, or have a new job with longer working hours.
- (ee) Vulnerable workers –workers who are less likely to have formal work arrangements, and are, therefore, more likely lack decent working conditions and adequate social security, and whose employment is characterized by inadequate earnings, low productivity, and difficult conditions of work that undermine their fundamental rights.
- (ff) Wage employment refers to the act of generating one's income from an employeremployee relationship.
- (gg) Workers' Organization/Association refers to an association of workers organized for the mutual aid and protection of its members or for any legitimate purpose other than collective bargaining.<sup>5</sup>

Section 6. Modes of Implementation of KABUHAYAN and TUPAD. The KABUHAYAN and TUPAD programs shall be implemented by the DOLE Regional Offices, either through:

a. Accredited Co-Partner (ACP).

Under the ACP mode, the following will qualify as partner or conduit in the implementation of the program, provided they are registered with any government registering body and accredited with DOLE:

- 1. peoples'/ workers' organizations
- 2. private sector unions/federations
- 3. cooperatives

<sup>&</sup>lt;sup>4</sup> Department Order No. 40-03, Series of 2003 (Amending the Implementing Rules of Book V of the Labor Code).

<sup>&</sup>lt;sup>5</sup> Department Order No. 40-03, Series of 2003 (Amending the Implementing Rules of Books V of the Labor Code).

- 4. church based organizations
- 5. private educational institutions
- 6. private foundations

Government agencies/institutions such as local government units (provinces cities, municipalities, and barangay) and national government agencies and public educational institutions (state universities and colleges/higher educational institutions/national technical-vocational schools) need not accredit as program partner but would have to comply with the submission of documentary requirements.

#### b. Direct Administration

Under the direct administration mode, the implementation of the program shall be done by the DOLE Regional/Provincial/Field Offices.

**Section 7.** Phases of Implementation – For both modes of implementation, the partner/conduit under the ACP mode and the DOLE Regional/Provincial/Field Offices under the Direct Administration Mode, shall deliver the assistance in phases as follows:

#### **FOR KABUHAYAN PROGRAM**

A. Pre-Implementation Phase. - Period or stage during which beneficiaries shall be provided with training on how to plan, set-up, start and operate their livelihood undertakings. Training may be provided by partner-agencies such as TESDA, DOST, DTI, etc, or as equity of the ACP or beneficiary. If a particular training cannot be provided by partner agencies or the ACP, it may be financed by the program funds provided it is included in the project proposal/ business plan. The total training cost shall not exceed P5,000 per beneficiary and the professional fees shall be in accordance with the prescribed DBM Circular rates (ANNEX B).

The following trainings must be provided to the beneficiaries, depending on the needs and requirements of the project and the beneficiaries.

- Business Planning providing beneficiaries with skills through learning by doing in generating business ideas, screening/selecting the best business project, and preparing the business plan.
- Business and Work Improvement Course building the capacity of the Project
  Management Team to be designated by the worker-beneficiaries to manage the
  daily operations of the project in the four areas of business operation, i.e.,
  production, marketing, organization and finance, including productivity, and
  occupational safety and health.

- 3. Basic Entrepreneurship Development Training familiarizing the beneficiaries with the basic concepts and principles of business/enterprise towards improving their entrepreneurial skills and knowledge and successfully managing their projects
- 4. Values Formation —developing/enhancing the values, traits and skills of the beneficiaries in effectively and efficiently managing their livelihood projects
- 5. **Business Ethics** providing the beneficiaries with knowledge on the fundamental principles that underlie the formation and operation of a business enterprise; the nature and purpose of a business, and the moral obligations that pertain to it.
- Good Production Management Practices equipping the workers with basic knowledge on how to ensure that products are consistently produced and controlled according to quality standards.
- 7. **Production Skills** providing the workers with the necessary skills in producing quality products or services.
- 8. Simple Records Keeping equipping the beneficiaries with knowledge on how to use their numeracy skills in improving their businesses
- **B.** Implementation Phase. Period or stage during which beneficiaries shall be provided with working capital in the form of raw materials, equipment, tools and jigs, and other support services necessary in setting-up the business.
  - They shall be extended social security through enrolment in Group Personal Accident Insurance of GSIS, to be included in the total project cost or as counterpart of the ACP.
- C. Post-Implementation Phase. Period or stage during which beneficiaries shall be provided with continuing technical and business advisory services to ensure efficiency, productivity, and sustainability of the business/enterprise. Periodic monitoring of the project and reporting of project status/progress shall be done to immediately identify and address the gaps/issues on project implementation. Likewise, liquidation of fund assistance released shall be undertaken within sixty (60) days upon completion of the project, that is, upon acceptance of assistance by the beneficiaries.

All DOLE-funded livelihood projects and trainings shall use a standard design for streamers/banners and signages, specifications of which are provided in **ANNEX C**. Likewise, product packaging/labelling shall bear the DOLE and DILP logos (**ANNEX D**).

#### **FOR TUPAD PROGRAM**

- A. **Pre-implementation Phase**. Services to be provided prior to the engagement in any TUPAD project:
  - 1. Conduct of Basic orientation on safety and health;
  - Personal Protective Equipment (PPE) in the form of T-shirt (ANNEX E) and hat. However, work programs that are classified as hazardous work as defined in Rule

- 1013 of the Occupational Safety and Health Standards s1989 (ANNEX F) shall be provided with complete set of PPE..
- 3. Enrolment in group micro-insurance, to be included in the total project cost or as counterpart of the ACP/LGU
- 4. Issuance of TUPAD ID (ANNEX G)
- B. Implementation Phase. All workers shall be paid one hundred percent (100%) of the prevailing private sector minimum wage in the area/locality, subject to the submission of validated daily time records. Payment of wages shall be supported by a payroll, a template for which is provided as ANNEXES H and I.

The wages should be directly claimed by the beneficiaries upon presentation of the TUPAD ID. If, for valid reason, the beneficiary-workers will not be able to claim their wages, an authorization letter and a photocopy of the TUPAD ID of the beneficiary should be presented by the representative claimant. The representative claimant should also present an ID.

The LGU/ACP shall monitor the implementation of the TUPAD project. Likewise, the DOLE RO/PO/FO shall also monitor the implementation of the TUPAD project, be it under the ACP mode or direct administration mode, in coordination with the offices of the Local Chief Executive or Barangay, as the case maybe.

#### **B.1 Payment of wages thru Direct Administration**

The payment of wages of the TUPAD beneficiaries shall be coursed through a money remittance service provider to be prescribed by the DOLE Central Office to ensure standard application across all regions in terms of mechanics and service fee costs.

#### **B.2 Payment of wages thru ACP**

The ACP/LGU shall facilitate the payment of wages of the TUPAD beneficiaries using the prescribed payroll, with representative/s from DOLE RO/PO/FO as witness/es.

C. Post-Implementation Phase. - At the onset, the beneficiaries should signify their intention to avail of skills training to prepare them towards self- or wage employment. The Technical Education and Skills Development Authority (TESDA) or its accredited training institutions shall be tapped to conduct the skills training under the Training for Work Scholarship Program (TWSP). Likewise, liquidation of fund assistance released and submission of necessary reports and supporting documents shall be undertaken within sixty (60) days upon completion of the project.

#### II. KABUHAYAN PROGRAM

Section 8. Livelihood or KABUHAYAN Program Description — The KABUHAYAN Program is a grant assistance for capacity-building on livelihood for the working poor, vulnerable and marginalized workers, either for individual or group livelihood projects/undertakings, with the following components:

- A. KABUHAYAN Formation. Enabling the poor, vulnerable and marginalized workers in the informal and formal economies to start individual or group livelihood undertakings.
- **B.** KABUHAYAN Enhancement. Enabling existing livelihood undertakings to grow into viable and sustainable businesses that provide income at least at par with those of the minimum wage earners.
- **C.** KABUHAYAN Restoration. Enabling the re-establishment of lost or damaged livelihoods due to occurrence of natural disasters/calamities.

Under the KABUHAYAN Program, the following support services can also be funded.

- Common Service Facility (CSF) It refers to a facility which maybe in the form of
  equipment, tools, accessories and other auxiliary items that can be commonly used
  or shared by the members of the organization. Examples of CSF are decorticating
  machine, handloom, rice mill and dough mixer.
- 2. **Training-cum-Production** It is a type of assistance wherein the beneficiaries will be provided with skills training with a tangible output/product, which can be used to start their own small business.

#### Section 9. Categorization of Livelihood Projects.

#### A. **Group Projects**

- 1. **Micro-Livelihood**. An organization composed of 15-25 members, can avail of a maximum financial assistance of P250,000.00, depending on the project requirement.
- 2. **Small Livelihood.** An organization composed of 26-50 members, can avail of a maximum financial assistance of P500,000.00, depending on the project requirement.
- 3. **Medium Livelihood**. An organization composed of more than 50 members, can avail of a maximum financial assistance of P1,000,000.00, depending on the project requirement.

An organization managing a group project should have a Project Management Team and profit sharing scheme, which should be both stipulated in the business plan/proposal and in the MOA.

#### **B.** Individual Projects

Under this category, the beneficiaries can avail of the Starter Kit or Negosyo sa Kariton (Nego-Kart), up to a maximum financial assistance of P20,000.00 depending on the project requirement. The ROs may prioritize the TESDA graduates in the selection of the beneficiaries.

#### 1. Starter Kit

It aims to enable the beneficiary to quickly start a livelihood undertaking. Examples of Starter Kit projects include massage, plumbing, cosmetology, electrical servicing, welding, car wash, repair of motorcycle, cellular phone, appliance and upholstery.

#### 2. Negosyo sa Kariton (Nego-Kart)

Nego-Kart is a livelihood assistance for the ambulant vendors which includes a vending cart, raw materials and other livelihood tools that can help the beneficiaries start a small vending business or upgrade and/or diversify their products or services to gain greater number of customers.

A standard design for Nego-Kart (ANNEX J) shall be adopted by all regions. For food related projects, the following basic sanitary tools and accessories shall be mandatory to be provided either by DOLE or the co-partner:

- 1. Gloves
- 2. Mask
- 3. Hairnet
- 4. Apron

**Section 10. Beneficiaries.** – The following are the eligible beneficiaries of KABUHAYAN Program:

- a) Self-employed with insufficient income
- b) Marginalized and landless farmers
- c) Marginalized Fisher folks
- d) Unpaid family workers
- e) Women and Youth
- f) Low/minimum wage earners and seasonal workers

- g) Workers displaced or to be displaced as a result of natural disasters or closure of establishment, retrenchment, termination
- h) Persons with Disability (PWDs)
- i) Senior Citizens
- j) Indigenous people
- k) Parents/Guardians of child laborers
- I) Rebel Returnees
- m) Victims of armed conflict

The ROs shall ensure that none of the children of the livelihood beneficiaries are engaged in child labor. Further, beneficiaries of the Pantawid Pamilyang Pilipino Program (4Ps) and the government employees, including those at the local government units, are not eligible to avail of the program.

**Section 11.** Eligible Projects. – Projects that qualify under the *KABUHAYAN* Program are those that support the needs of workers and the development needs of the community and should be consistent with the following:

- a. Priorities of the Regional Development Council (RDC), Regional Convergence Committee (RCC) and Regional Development Plan of LGUs
- **b.** Key Employment Generators
  - agribusiness
  - health and wellness
  - eco-tourism
  - manufacturing
  - small transport
  - wholesale and retail trade
  - local based industries as indicated in the Local Development Plan
- c. DTI priority products
  - coffee
  - coco-coir
  - cacao
  - rubber
  - support to tourism (crafts, processed food, services)

#### The following are not allowed under the KABUHAYAN Program:

- (1) Micro-lending projects;
- (2) Projects with construction works; and
- (3) Projects that would require purchase of motor vehicles, which mean any vehicle propelled by any power other than muscular power using the public highways, but excepting road rollers, trolley cars, street-sweepers, sprinklers, lawn mowers, bulldozers, graders, fork-lifts,

amphibian trucks, and cranes if not used on public highways, vehicles which run only on rails or tracks, and tractors, trailers and traction engines of all kinds used exclusively for agricultural purposes per R.A. 4136, an Act to Compile the Laws relative to Land Transportation and Traffic Rules, to Create a Land Transportation Commission and for other purposes. For KABUHAYAN Program however, only tractors, trailers and traction engines of all kinds used exclusively for agricultural purposes shall be funded, subject to allowable project fund ceiling and provided that maintenance and other attendant costs to operate shall be shouldered by the proponent beneficiary/ACP.

Section 12. Steps in Processing the Application for Livelihood Assistance

#### A. Evaluation of Project Proposals

#### **Provincial/Field Office Level**

- 1. The PO/FO shall check the compliance to the minimum requirements:
  - (a) complete documentary requirements (refer to Section 19);
  - (b) target beneficiaries (refer to Section 10)
  - (c) need to be addressed;
  - (d) purpose/objective;
  - (e) equity; and
  - (f) no unliquidated cash advance

If the minimum requirements are not met, the PO/FO shall immediately notify and return the application to the proponent for completion and/or appropriate action.

If minimum requirements are met, the PO/FO shall evaluate the project proposal using the criteria specified below:

	Criteria	Percentage (%)
l.	Relevance	
	<ul> <li>Purpose/Objectives</li> </ul>	25%
il.	Effectiveness	25%
	Marketing Plan	
	Production Plan	
	Management Plan	ļ
	Financial Plan	
III.	Efficiency	25%
	Financial Viability	
	Financial Projection	
	Positive Return of	
	Investment	

Criteria	Percentage (%)
Sustained Operations	
<ul> <li>Impact</li> <li>Potential effect to the target beneficiaries and other stakeholders</li> </ul>	25%
TOTAL SCORE	100%

Note: A rating of at least 20% per criteria shall qualify the project proposal/business plan for funding.

The pro-forma of the Project Evaluation/Appraisal Sheet is attached as **ANNEXES K and L.** 

- 2. If the proposal has met the required rating of at least 20% per criteria, the PO/FO shall endorse the results of evaluation and other pertinent documents to the Technical Support and Services Division (TSSD) of DOLE-RO.
- 3. If a certain criteria did not meet the required rating of at least 20%, the PO/FO shall immediately return the proposal to the proponent for revision and/or appropriate action.

#### **B.** Regional Office Level

- The DOLE RO-TSSD shall convene the Regional Project Management Team (RPMT) composed of the Assistant Regional Director, concerned Field Office Head, and Heads of TSSD and Internal Management Services Division (IMSD), to validate and concur on the results of evaluation as indicated in the Project Appraisal Report submitted by the PO/FO.
- Upon validation and concurrence of the RPMT, the proposal shall be endorsed to the Regional Director for approval. If the project appraisal report did not merit the endorsement of the RPMT, the proposal shall be immediately returned to the concerned PO/FO for appropriate action.
- 3. Upon approval by the Regional Director, the RO-TSSD shall immediately notify and advise the concerned PO/FO on the approval of the proposal. The PO/FO shall in turn notify the proponent.

#### C. Preparation of Memorandum of Agreement (MOA)

 The PO/FO shall prepare the MOA in six (6) copies and have it signed by all concerned parties. The MOA should be consistent with the terms and provisions prescribed under COA Circular Nos. 2012-001 dated 14 June 2012 and 2007-001 dated 25 October 2007. The pro-forma KABUHAYAN MOA for implementation through ACP and direct administration is attached as **ANNEXES M and N**.

2. The MOA should be notarized and all concerned parties should be furnished with copies.

#### D. Provision of Livelihood Assistance under Direct Administration or though ACP

- 1. The DOLE-RO, upon receipt of signed MOA shall immediately process and release the fund assistance within fifteen (15) working days from receipt of complete documentary requirements, as prescribed for in the DOLE Procedures Manual for the Provision of Livelihood Project Funding Assistance.
- 2. TSSD/PO/FO or the ACP shall facilitate/conduct the necessary trainings
- 3. Procure the necessary raw materials, equipment, and tools and jigs indicated in the approved project proposal in accordance with government accounting and auditing rules and regulations and RA 9184, as applicable (ANNEX O).
  - All equipment purchased shall be the property of DOLE, to be turned over to the proponent-beneficiary/proponent ACP after one (1) year from the start of project implementation through a Deed of Donation, provided that 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/proponent ACP.
- 4. Release the assistance to the proponent beneficiary/proponent ACP, within fifteen (15) working days upon completion of the procurement process.
- 5. The PO/FO-SDO or the ACP, as applicable, shall fully liquidate the cash advance within 60 days upon completion of the project, that is, upon acceptance of assistance by the beneficiaries.

#### III. TUPAD Program

Section 13. Tulong Panghanapbuhay sa Ating Disadvantaged/Displaced Workers (TUPAD) Description. – A community-based (municipality/barangay) package of assistance that provides emergency employment for displaced workers, underemployed and seasonal workers, for a minimum period of 10 days, but not to exceed a maximum of 30 days, depending on the nature of work to be performed.

**Section 14.** Qualified Beneficiaries. – The following are qualified as beneficiaries of the *TUPAD* Program:

- a. Underemployed;
- b. Laid-off or terminated workers as a result of retrenchment or permanent closure of an establishment; and
- c. Self-employed workers (including farmers and fishermen) but have lost their livelihoods because of natural calamities/disasters, economic crisis, armed conflicts and/or seasonality of work

Only one member of a household shall be qualified to avail of the program in a year. However, a beneficiary can avail again in the event that he/she becomes a victim of a calamity/disaster.

## **Section 15. Eligible Projects.** - Projects that would qualify under the **TUPAD Program** are the following:

- a. Social community projects, such as repair, maintenance, and/or improvement of common public facilities and infrastructure such as schools and health centers, debris clearing, declogging of canals, debris segregation and materials recovery, stockpiling and clearing
- b. Economic community projects like repair, maintenance and/or rehabilitation of farm-tomarket roads, bridges, post-harvest facilities, public markets, and common service facilities such as production and display centers, fish ports, etc.; and
- c. Agro-forestry community projects, such as tree planting, seedling preparation, reforestation

#### Section 16. Steps in Processing the Application for TUPAD Program.

- The Regional Office/Provincial/Field Offices, in coordination with the proponent, shall
  undertake profiling of beneficiaries both from formal and informal sectors, which would be
  the basis for the provision of assistance. Templates for the profiling of beneficiaries and
  summary profile forms are attached as ANNEXES P, Q, R and S.
- 2. Based on the profiled beneficiaries, the Regional Office/Provincial/Field Office shall advise the proponent ACP or proponent beneficiary to prepare and submit the complete documentary requirements as indicated in Section 19.
- 3. The PO/FO shall review the project proposal as to:

Criteria	
Completeness of Documentary Requirements	/
Applicability of Minimum Wage	/
Completeness of Work Program	/
Provision of Personal Protective Equipment	/
Orientation on Safety and Health	/
Inclusion of Micro-Insurance Premiums	/

Provision	of	Equity	(at	least	20%	of	Total	Project	/
Cost)									

If there are lacking information/requirements, the PO/FO shall immediately notify and return the application to the proponent for completion and/or appropriate action. A proforma of TUPAD Project Appraisal Sheet is attached as **ANNEX T**.

- 4. Once the requirements are completed, the PO/FO shall endorse the project proposal to RPMT for validation and endorse it to the Regional Director for approval.
- 5. Once the proposal is approved, the RO-TSSD shall immediately notify and advise the concerned PO/FO to prepare the following:
  - a. In case of implementation through ACP, the corresponding Memorandum of Agreement (MOA), consistent with the terms and provisions prescribed under COA Circular Nos. 2012-001 dated 14 June 2012 and 2007-001 dated 25 October 2007 shall be prepared, prior to the release of funds. A Pro-forma TUPAD MOA is attached as ANNEX U. Once signed, the PO/FO shall endorse the MOA to the RO for signature of the Regional Director and other concerned officials.

The ACP shall in turn prepare corresponding group service/job contract by and between the ACP and TUPAD workers (ANNEX V) to formalize their employment as basis for the payment of wages.

b. In case of Direct Administration, the corresponding group service/job contract by and between the DOLE and TUPAD workers shall be prepared to formalize their employment as basis for the payment of wages. A Pro-forma group job/service contract is attached as **ANNEX W**. Once signed, the PO/FO shall endorse the group service/job contract to the RO for signature of the Regional Director and other concerned officials.

#### IV. GENERAL PROVISIONS

#### Section 17. Requirements for Accreditation of Co-Partner.

All applicants for accreditation as co-partner under the DILEEP shall submit all the following documentary requirements for accreditation to the Provincial/Field Office Focal Person:

- a. Duly accomplished and signed Application Form (in 4 sets) (ANNEX X);
- b. Certificate of Registration with the Securities and Exchange Commission (SEC), or the Cooperative Development Authority (CDA) or the DOLE, as the case may be;
- c. Authenticated copy of the latest Articles of Incorporation in the case of a corporation, or the Articles of Cooperation in the case of cooperative, or Constitution and By-laws in the case of unions/associations, showing the original incorporators/organizers and the

- Secretary's Certificate for incumbent officers, together with the Certificate of Filing with the SEC/Certificate of Approval by the CDA;
- d. Audited financial reports for the past three (3) years preceding the date of project implementation. For applicant which has been in operation for less than three (3) years, financial reports for the years in operation and proof of previous implementation of similar projects;
- e. List and/or photographs of similar projects previously completed, if any, indicating the source of funds for implementation; and
- f. Sworn affidavit of the secretary of the applicant organization/entity that none of its incorporators, organizers, directors or officers is an agent of or related by consanguinity or affinity up to the fourth civil degree to the official of the agency authorized to process and/or approve proposed Memorandum of Agreement (MOA), and release funds.

If the submission is incomplete, the applicant shall be notified to submit the lacking requirements.

National government agencies and local government units are not required to undergo the accreditation process for ACP as stipulated above, and shall be subject to different requirements for the implementation of the project per Department Order No. 36, Series of 2002, as follows:

- 1. Duly accomplished application form
- 2. Detailed Project Proposal which is duly approved/signed by the authorized officials
- For LGUs, City/Provincial/Municipal, copy of the portion on their Local Development Plan referring to Labor and Employment/Social Services, with detailed estimates of Approved Project Expenditures or Estimated Expenses; and
- 4. Appropriate Board/Sangguniang Bayan resolution approving the application for assistance as described in the project proposal, and specifically stating that the LGU or GO has appropriated or allocated funds to comply with the equity requirements of the project

#### Section 18. Accreditation Process.

- Provincial Office/Field Office (PO/FO) Focal Person shall receive and check the completeness
  of application with the documentary requirements per COA Circular 2007-001 and 2012-001
  and as provided in the immediately succeeding Section;
- 2. PO/FO Focal Person shall evaluate the application within three (3) working days and conduct ocular inspection, if deemed necessary;
- PO/FO Head shall endorse and recommend the application to the DOLE Regional Office (RO) for approval/denial. RO through the Technical Services and Support Division (TSSD) shall validate recommendations;
- 4. If application is denied, Regional Director (RD) shall issue letter of denial to the applicant;
- 5. If application is approved, RO (TSSD) shall prepare and endorse Certificate of Accreditation for approval/signature of the RD;

- 6. RO shall transmit signed Certificate of Accreditation to concerned PO/FO, to be coursed through a courier agency; and
- 7. PO/FO Focal Person shall release signed Certificate of Accreditation to applicantorganization and maintain a file copy/receiving copy.

The accreditation of co-partner/s shall be completed within ten (10) working days from receipt of *complete* requirements.

#### Section 19. Requirements for Availment of DILEEP by ACP

The following requirements shall be submitted by the ACP to the nearest DOLE Regional/Provincial/Field Office.

#### A. KABUHAYAN Program

#### For Government Agencies including Local Government Units (LGUs) and SUCs as ACP

- Application Letter duly signed by the authorized officials i.e. Local Chief Executive (LCE), Chairman/President, Cabinet Secretary, Directors, among others, addressed to the DOLE Regional Director;
- Detailed Project Proposal which is duly approved/signed by the authorized officials as enumerated in number 1 above and indicating an equity (templates for individual and collective project proposal/business plan are provided as ANNEXES Y and Z, respectively);
- 3. For LGUs and SUCs, Board or Sangguniang Bayan (SB) Resolution authorizing an official to enter into a MOA to avail of DOLE livelihood program;
- 4. Individual Beneficiary Profile (with picture) and Proponent ACP Profile;
- 5. Memorandum of Agreement (MOA) between the parties;
- For LGUs, City/Provincial/Municipal, copy of the portion on their Local Development Plan referring to Labor and Employment/Social Services, with detailed estimates of Approved Project Expenditures or Estimated Expenses; and
- 7. Certification from the DOLE Regional Office's Accountant that the previous cash advance granted has been liquidated and stamped received by COA.

A Focal Person shall be designated by the GAs, LGUs, or SUCs to coordinate and transact with DOLE in the availment of programs and services.

#### <u>For Other Types of ACPs</u>, it shall submit the following:

- Application Letter by the ACP addressed to the DOLE Regional Director;
- Detailed and duly signed Project Proposal from the ACP (indicating/showing that the ACP has equity equivalent to at least 20% of the total project cost); (templates for individual and collective project proposal/business plan are provided as ANNEXES Y and Z, respectively);

- 3. Individual Beneficiary Profile (with picture) and Proponent ACP Profile;
- 4. Copy of ACP Certificate of Accreditation;
- 5. Board Resolution authorizing a representative to enter into a MOA;
- 6. Memorandum of Agreement (MOA) between the DOLE RO and the ACP;
- 7. Audited financial reports (statements) for the past three (3) years preceding the date of project implementation. For applicant which has been in operation for less than three (3) years, financial reports for the years in operation and proof of previous implementation of similar projects;
- 8. Disclosure of other related business, if any;
- 9. Work and Financial Plan and sources of and details of proponent's equity participation in the project and;
- 10. List and/or photographs of similar projects previously completed, if any, indicating the source of funds for implementation;
- 11. Sworn affidavit of the secretary of the applicant organization/entity that none of its incorporators, organizers, directors or officers is an agent of or related by consanguinity or affinity up to the fourth civil degree to the official of the agency authorized to process and/or approve proposed Memorandum of Agreement (MOA), and release funds; and
- 12. Certification from the DOLE Regional Office's Accountant that the previous cash advance granted has been liquidated and stamped received by COA.

#### **B. TUPAD PROGRAM**

#### For Local Government Units (LGUs) as ACP

- 1. Application Letter by the LGU duly signed by the Local Chief Executive (LCE) addressed to the DOLE Regional Director;
- Detailed and duly signed TUPAD Project Proposal and Work Program, indicating an
  equity equivalent to at least 20% of the total project cost in the form of equipment,
  tools and jigs; (templates are provided as ANNEX AA);
- 3. Certification from the LGU/Barangay or DSWD that the target beneficiaries are underemployed, or victims of natural disaster/calamity or armed conflict. For laid-off or terminated workers, Certification of displacement from the company/establishment
- 4. Individual Beneficiary Profile and Proponent ACP Profile
- 5. Board or Sangguniang Bayan (SB) Resolution authorizing the LCE to enter into a MOA to avail of DOLE programs;
- 6. Memorandum of Agreement (MOA) between the DOLE RO and the LGU;
- 7. For LGUs, City/Provincial/Municipal, copy of the portion of their Local Development Plan referring to Labor and Employment/Social Services, with detailed estimates of Approved Project Expenditures or Estimated Expenses; and
- 8. Certification of no unliquidated cash advances and/or grants from DOLE.

#### For Other Types of ACPs, it shall submit the following:

- 1. Application Letter by the ACP addressed to the DOLE Regional Director
- Detailed and duly signed TUPAD Project Proposal and Work Program, (indicating/showing that the ACP has equity equivalent to at least 20% of the total project cost); (templates are provided as ANNEX AA);
- 3. Certification from the LGU/Barangay or DSWD that the target beneficiaries are underemployed, or laid-off or terminated workers, or victims of natural disaster/calamity or armed conflict
- 4. Individual Beneficiary Profile (with picture) and ACP (proponent) Profile
- 5. Copy of ACP Certificate of Accreditation;
- 6. Board Resolution authorizing a representative to enter into a MOA;
- 7. Memorandum of Agreement (MOA) between the DOLE RO and the ACP;
- 8. Audited financial reports (statements) for the past three (3) years preceding the date of project implementation. For applicant which has been in operation for less than three (3) years, financial reports for the years in operation and proof of previous implementation of similar projects;
- 9. Disclosure of other related business, if any;
- 10. Work and Financial Plan (WFP), and sources of and details of proponent's equity participation in the project;
- 11. List and/or photographs of similar projects previously completed, if any, indicating the source of funds for implementation;
- 12. Sworn affidavit of the secretary of the applicant organization/entity that none of its incorporators, organizers, directors or officers is an agent of or related by consanguinity or affinity up to the fourth civil degree to the official of the agency authorized to process and/or approve proposed Memorandum of Agreement (MOA), and release funds; and
- 13. Certification from the DOLE Regional Office's Accountant that the previous cash advance granted has been liquidated and properly taken up in the books.

A Focal Person shall be designated to coordinate and transact with DOLE in the availment of programs and services, duly approved by the Board of Directors or Officers of the Organization.

**Section 20. Source and Use of Funds. -** Approved project proposals shall be funded through:

- a. Regional Allocation for Capacity Building Program for Specific Sectors;
- b. DOLE-AMP;
- c. Other source of funding as may be provided under the GAA; and
- d. Funding from International Organizations such as ILO, UNDP, ADB, among others, if applicable.

The ROs shall ensure that the funds under the regional allocation for Capacity Building Program for Specific Sectors and DOLE-AMP (DILP and TUPAD), including its administrative cost, shall be solely used for the implementation of the KABUHAYAN AND TUPAD programs.

Section 21. Fund Allocation. In view of ensuring access of the following groups of disadvantaged workers to program funds, a mandatory one percent (1%) of regional DILEEP funds shall be allocated for each of the following sector:

- a. PWDs
- b. Senior Citizens

Section 22. Release and Liquidation of Funds. - Except for projects sourced from the DOLE-AMP funds, which is a centrally managed fund and requires the approval of the Secretary of Labor and Employment and/or Undersecretary, as the case may be, all project proposals/business plans endorsed by the RPMT for funding shall be approved by the Regional Director, regardless of the amount of assistance.

All fund releases shall be covered by the appropriate Memorandum of Agreement (MOA) and shall be in accordance with COA rules and regulations. Funding assistance may be released in tranches depending on the nature and the need of the project, with the following documentary requirements:

- a. Duly approved Schedule of Fund Release to proponent;
- b. Interim Fund Utilization Report on the previous release certified by the proponent's Accountant, approved by the President/Chairman and verified by the internal auditor or equivalent official of the GO showing a summary of expenses and a status report of accomplishment evidenced by pictures; and
- c. List of beneficiaries of previous releases with their signatories signifying their acceptance/acknowledgement of the project funds/goods/services.
- d. Any procurement arising from the implementation of a particular project shall comply with the provisions of R.A. 9184 (Government Procurement Reform Act) and its revised implementing Rules and Regulations and subject to the procurement procedures prescribed under COA Circular No. 2012-001.

Fund liquidation shall be in accordance with the provisions of COA Circulars 2007-001 and 2012-001. Attached as **ANNEX BB** are some pertinent provisions of both COA Circulars for easy reference.

#### V. PROGRAM MANAGEMENT, REPORTING, MONITORING AND EVALUATION

Section 23. Program Management. - The Bureau of Workers with Special Concerns (BWSC), under the direct supervision of an Undersecretary, shall manage and supervise the

implementation of the *KABUHAYAN* and *TUPAD* programs at the regional level. As such, the BWSC shall:

- a. Provide technical and advisory services to the Regional Offices to ensure the effective and efficient implementation of the programs;
- b. Conduct monitoring and evaluation of the status of the implementation the programs;
- Submit quarterly report to the Secretary within 15 days upon receipt of complete regional reports;
- d. Conduct an annual recognition and awards for best DOLE-assisted livelihood projects and/or best Regional implementers;
- e. Document best practices in program implementation;
- f. Develop and maintain a database of all KABUHAYAN and TUPAD projects; and
- g. Conduct random spot audits.

Section 24. Capacity-building for program managers, implementers, partners and stakeholders. - The BWSC shall ensure the provision of continuing capacity building to its officers and focal persons on DILEEP. It shall likewise be responsible in ensuring capacity building for DOLE Regional/Provincial/Field Officers, partner LGUs, Public Employment Service Office (PESO) managers, ACPs and other partners/stakeholders who have direct participation/involvement in the implementation of the *KABUHAYAN* and *TUPAD* programs to ensure that knowledge, skills and attitude are attuned to current and emerging trends in employment and livelihood promotion and development. For this purpose, the BWSC and the Regional Offices shall include in their annual budget funding for capacity-building on the administration and management of the DILEEP.

Section 25. Program Management, Monitoring, Reporting and Evaluation of the Programs. - For standardized monitoring and reporting system, all Regional Offices shall use the following prescribed formats:

#### A. Table Monitoring and Data Generation

- Project Profile. The ROs are required to submit the project profile (ANNEX CC) of all approved proposals to the BWSC using the DILEEP Monitoring System (DMS), for official recording and accounting of projects. Projects not included in the database will not be officially recognized.
- Consolidated Quarterly Progress Report. The ROs shall submit to BWSC the
  consolidated Quarterly Progress Report on DILEEP (ANNEX DD) using the DMS not later
  than seven (7) working days after the reference quarter. Duly signed copy of the report
  must also be submitted to the BWSC.

The BWSC shall consolidate the quarterly report on DILEEP and submit it to the Secretary, through its Cluster Head, not later than fifteen (15) working days upon receipt of complete regional reports.

For this purpose, the BWSC and the Regional Offices shall include in their annual budget funding for the monitoring of projects under DILEEP.

- 3. **DILP Partnership and Linkage Building.** The Regional Offices should also fill-up the Partnership and Linkage Building Form (ANNEX EE) whenever there are partnerships forged with other agencies in support of the project, and subsequently submit it to the BWSC for consolidation.
- 4. Annual Livelihood Project Status. The ROs are required to annually submit to BWSC the Annual Livelihood Project Status Form (ANNEX FF), thirty (30) days after the reference year.
- 5. **DILP Summary (ANNEX GG).** This will enable the Regional Offices view the summary of their accomplishments in either per quarter or annual basis. It could also show the summary of accomplishments of each province.
- 6. **TUPAD Summary (ANNEX HH).** This will enable the Regional Offices view the summary of their accomplishments in either per quarter or annual basis. It could also show the summary of accomplishments of each province.

#### B. Maintenance of Database

The DOLE RO-TSSD/PO/FO shall maintain an appropriate recording and filing system for each approved project, complete with all documentary requirements pursuant to this Order. It shall promptly and dutifully upload project data/information to the DILEEP Monitoring System (DMS) based on data gathered during the table and field monitoring and regularly update the same. The BWSC shall orient the DILEEP regional implementers on how to use the DMS. Any technical difficulties encountered in the uploading of project data/information to the DMS shall immediately be reported to the BWSC for immediate corrective measures.

**Section 26. Field Monitoring, Audit and Evaluation.** - As part of its function as program manager, the BWSC shall conduct regular field visits to the Regional Offices to assess program progress and process and provide technical advisory assistance to program implementers on issues affecting program implementation.

A DOLE Assessment Team composed of representatives from the BWSC, DOLE-Internal Audit Service (IAS) and DOLE-Financial and Management Service shall also conduct an end-term

and/or program evaluation, as necessary, for an in-depth analysis of the process, inputs, outputs, fund utilization, outcomes and impact of the program towards: a) improving the design and performance of the program; b) making an overall conclusion on the effectiveness of the program; and c) generating information and knowledge about good practices.

**Section 27. Internal Control and Audit Measures.** - To ensure internal control, the accountabilities of the Regional Offices and the Central Office are hereby set out:

#### A. The Regional Offices shall:

- 1. Ensure that all transactions are in accordance with COA and DBM rules and regulations;
- 2. Undertake thorough background investigation of the ACP to ensure its legitimacy and capability;
- 3. Monitor implementation of project by ACP and get feedback from beneficiaries;
- 4. Require the RO to sign a MOA (ANNEX N) in case of direct administration; and
- 5. Ensure full liquidation of funds, subject to existing government accounting and auditing rules, regulations and procedures.
- B. <u>The Central Office</u> shall conduct random spot audit, through the BWSC or through the DOLE Assessment Team, of both ACP and beneficiaries to ensure that project funds are used for their intended purpose.

#### VI. MISCELLANEOUS PROVISIONS

- **Section 28. Separability Clause**. If any provision of this Department Order or the application thereof to any person or circumstance is held invalid by the Courts, the remaining provisions shall remain valid and effective.
- **Section 29.** Repealing Clause. This Order partially amends DO 85-07 and DO 36-02, while all provisions of existing Department and Administrative Orders inconsistent herewith are hereby repealed.
- **Section 30. Effectivity**. This Order shall take effect fifteen (15) days after its publication in two (2) newspapers of general circulation. The Records Officer of this Department is hereby directed to file three (3) copies to the University of the Philippines Law Center pursuant to Section 3, Chapter 2, Book VII of the Administrative Code of 1987.

Secretary

Manila, Philippines. 13 February 2017.

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# Revised Guidelines in the Implementation of the Department of Labor and Employment Integrated Livelihood and Emergency Employment Programs (DILEEP)

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#### **ANNEX A MEMORANDUM OF AGREEMENT DOLE KABUHAYAN PROGRAM** (Convergence Program)

This	Memorandum of Agreement (	MOA) made and e	ntered into by and between:
			REGION, through its Regional Coordinating ng by virtue of the laws of the Republic of
the	Philippines	with	principal address at
			, represented by its Regional Director
and	Chairman,	and here	ein referred to as "DOLE - <u>REGION</u> ".
<u>(do 1</u>	this for all agencies party to this	s MOA)	
		WITNESSET	гн
proc natio	luctive employment so that even and local government ag	very Filipino can e gencies herein un	administration of generating decent and injoy better and dignified quality of life, all ite to implement its respective mandates in, poverty alleviation and job creation;
shal	•	•	LGU)/qualified accredited co-partner (ACP) onvergence program to contribute towards
	•		ntion, (state names of all agencies involved) mentation of this convergence program;
livel	· · · · · · · · · · · · · · · · · · ·		ist communities in developing sustainable ommunities that will eventually generate
<u>(do</u>	this for all agencies party to thi	is MOA)	
	·		above premises, the parties have agreed to ne following terms and conditions:
ſ.	The DOLE RCCby DOLE	shall:	(enumerate the assistance to be provided

(do this for all agencies party to this MOA)

#### II. OTHER CONDITIONS:

#### **Publication:**

Any publication arising from this Agreement and other related activities undertaken shall identify all agencies party to this Agreement as the source of assistance.

#### Effectivity:

This Memorandum of Agreement shall take effect immediately upon signing of the parties hereto and shall remain in force for the duration of the project unless sooner terminated by all parties for any, but not limited to the following reasons:

- a) Failure of the proponent/conduit to submit required financial and progress report within the prescribed period; and
- b) Any violation of the condition that, as determined by the any of the parties hereto, will prejudice the successful implementation/completion of the project.

#### **AMENDMENTS, REVISIONS AND REVOCATIONS:**

Any amendment and/or revision of this Agreement or any portion thereof shall be in writing and upon mutual consent of the parties. Rescission or revocation of this Agreement shall also be made in writing and be presented to the parties at least thirty (30) days from effectivity thereof.

IN WITNESS WHEREOF, the parties	, through their representatives, have here	eunder affixed their
signatures this day of	20	
Signed in the presence of:		
Witness	Witness	

#### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES					
CITY OF					
Before me, in the City of	, this	day of	20,		
personally appeared the following:					
NAME	GOVERNMENT ISSUED ID, TYPE OF ID				
All known to me and to me known instrument and acknowledged before me well as those of the entities they represent Said instrument refers to a Memorathis acknowledgement page, signed by the seal.	that the same is t t. randum of Agreei	their free and vol	untary act and deed as  of pages, including		
	NOTA	ARY PUBLIC			
Book No					
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Page No Series of					
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#### ANNEX B

## GUIDELINES ON THE GRANT OF HONORARIA TO LECTURERS, RESOURCE PERSONS, COORDINATORS AND FACILITATORS





### BUDGET CIRCULAR

No. 2007 - 1 APRIL 23,2007

TO

Heads of National Government Agencies (NGAs) Including State Universities and Colleges (SUCs), Government-Owned and/or – Controlled Corporations (GOCCs), Government Financial Institutions (GFIs), and Local Government Units; and All Others Concerned

SUBJECT

Guidelines on the Grant of Honoraria to Lecturers, Resource Persons, Coordinators and Facilitators

#### 1.0 Purpose

This Circular is issued to prescribe the guidelines on the grant of honoraria to lecturers, resource persons, coordinators and fact itators in seminars, training programs, and other similar activities pursuant to Section 46(b), General Provisions of RA No. 9401, the FY 2007 General Appropriations Act (GAA).

#### 2.0 Definitions

- 2.1 An honorarium is a form of compensation given as a token of appreciation or reward for gratuitous services on account of one's broad and superior knowledge or expertise in a specific field for which, going by custom, tradition or propriety, no fixed price is set.
- 2.2 A lecturer is any person who uses lecture as an instructional method in seminars, workshops, conferences, symposia, training programs and other similar activities.
- 2.3 A resource person is any person who, by virtue of his/her expertise in a specific subject area, serves as speaker in seminars, conferences, symposia, training programs and similar activities.
- 2.4 A coordinator is any person who acts as lead person in the conduct of seminars, training programs, and other similar activities. He/She directs, supervises and/or participates in the organization, coordination, and conduct of such activities, develops training designs, modules and curricula of identified courses in response to training needs; may serve as beturer, resource person, or facilitator.
- 2.5 A facilitator is any person who is a subject expert in neutrally managing group processes and dynamics sessions such that he/she intervenes for greater group understanding, thus enabling the participants to full participation to mutual

understanding, and to shared responsibilities in the achievement of group objectives and/or in making quality decisions.

#### 3.0 Coverage

This Circular shall apply to lecturers, resource persons, coordinators and facilitators who fall under the afore-stated definitions, and who hail from national government agencies (NGAs) including SUCs, GOCCs, GFIs and LGUs, or from the private sector.

#### 4.0 Guidelines

- 4.1 Government personnel who act as lecturers, resource persons, coordinators or facilitators in other government agencies which are outside of their mother agencies, may be paid honoraria at such rates as may be determined by the agency authorities concerned in accordance with the succeeding guidelines.
- 4.2 In view of the expertise of lecturers, resource persons, coordinators or facilitators, the minimum honoraria rates shall be two (2) times their hourly rates based on their monthly salaries at 22 work days per month, and 8 work hours per day. Such honoraria rates may be raised further but not exceeding the maximum honoraria rates of two (2) times the hourly rate for a position of Professor VI, step 1 of SG-29, depending on the difficulty and complexity of the subject matter, the professional qualifications of the lecturers, resource persons, coordinators and facilitators, and the position levels of the participants. Furthermore, the honoraria to be paid shall correspond to the number of actual lecture/training hours plus equal number of hours for preparation.

The following formula shall serve as guide in the computation of the minimum and maximum honoraria to be paid given a group of fifty (50) seminar/workshop/training participants:

• Total Minimum Honorarium = (2) 
$$\frac{\text{MSR}_{min}}{1 \text{ month}} \times \frac{1 \text{ month}}{22 \text{ days}} \times \frac{1 \text{ day}}{8 \text{ hours}}$$
 (2) (T hours)  
= (0.023) (MSR\_{min}) (T)  
• Total Maximum Honorarium = (2)  $\frac{\text{MSR}_{max}}{1 \text{ month}} \times \frac{1 \text{ month}}{22 \text{ days}} \times \frac{1 \text{ day}}{8 \text{ hours}}$  (2) (T hours)

Where:

MSR<sub>min</sub> = monthly salary rate of the lecturer/resource person/coordinator/ facilitator

= (0.023) (MSR  $_{max}$ ) (T)

MSR<sub>max</sub> = monthly salary rate of a position of Professor VI, step 1 of SG-29

T = number of actual lecture/training hours

The total honoraria may be proportionately increased depending on the number of seminar/workshop/training participants in excess of fifty (50) participants.

- 4.3 Lecturers, resource persons, coordinators and facilitators from the private sector may be paid honoraria at such rates as may be determined by the agency authorities concerned and by using the above formula as guides.
- In addition to the honoraria, lecturers, resource persons, coordinators and facilitators in out-of-town seminars, training programs and similar activities may be entitled to traveling and other expenses incidental hereto, subject to existing rules and regulations.
- 4.5 Honoraria shall not be granted to the designated lecturers, resource persons and facilitators within their respective sponsoring agencies as such services are deemed part of the duties and responsibilities of their appointive positions to disseminate information, to clarify issues and concerns and to interact with clients and/or implementers of agency it andates.
- Agency personnel who are in charge of the conduct of training and similar programs and activities by virtue of their positions in the sponsoring agency, are not entitled to honoraria when they act as lecturers, resource persons, coordinators or facilitators in in-house training and similar programs and activities.

## 5.0 Applicability to Government Agencies Exempted from the Coverage of RA No. 6758, as Amended

Government agencies which are exempted from the coverage of RA No. 6758, as amended, may adopt the provisions of this Circular as far as practicable.

#### 6.0 Fund Sources

The honoraria shall be sourced from the following:

- 6.1 For NGAs, the amounts shall be charged against the appropriations for the purpose in the annual GAA or from agency savings. No additional funds shall be provided by the government.
- 6.2 For GOCCs and GFIs, the amounts shall be charged against their respective corporate funds.
- 6.3 For LGUs, the amounts shall be charged against their respective local government funds.

#### 7.0 Responsibilities of Agency Heads

Agency heads snall be held responsible and personally liable for honoraria payments not in accordance with the provisions of this Circular, without prejudice, however, to the refund by the personnel concerned of any excess payments made to them

#### 8.0 Saving Clause

Cases not covered by the provisions of this Circular shall be referred to the Department of Budget and Management for resolution.

#### 9.0 Repealing Clause

All provisions of existing circulars, guidelines, rules and regulations relative to the grant of honoraria to lecturers, resource persons, coordinators and facilitators are hereby repealed.

#### 10.0 Effectivity

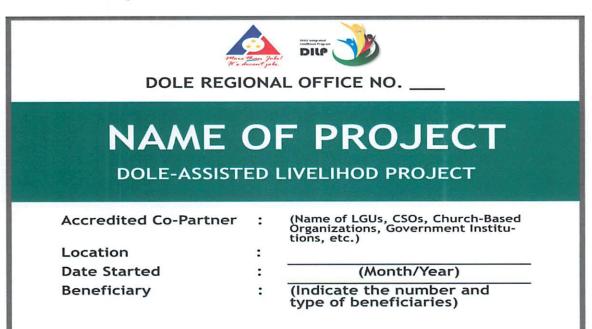
This Circular shall take effect immediately.

ROLANDO G. ANDAYA, JR. Secretary

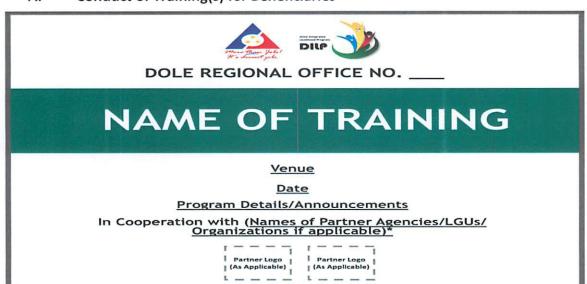
#### ANNEX C

#### DESIGN OF STREAMERS/BANNERS AND SIGNAGE OF DOLE-ASSISTED LIVELIHOOD PROJECTS

#### A. Livelihood Project



#### Conduct of Training(s) for Beneficiaries



**Note:** (1) Use Trebuchet MS or Verdana for Font Styles. (2) Use Acronyms for the Name of Partneragencies, if applicable.

# ANNEX D ADDITIONAL DESIGN FOR PRODUCT PACKAGING/LABELLING OF DOLE-ASSISTED PROJECT



**DOLE-Assisted Project** 

#### ANNEX E

#### PRESCRIBED DESIGN OF TUPAD T-SHIRT



FRONT BACK

Specifics	Specifications
Color	Apple Green (Body of t-shirt)
Material	Cotton
Design	
❖ Front	TUlong Panghanapbuhay para sa Ating Displaced Workers, Font – Calibri (Body)
	Font size – 150 pixels (TUPAD), 110 pixels (other letters aside from TUPAD)
	Font color - Navy Blue (TUPAD), Black & White (other letters aside from TUPAD)
<b>❖</b> Back	DOLE Logo Font – Calibri (Body) (DOLE-TUPAD) Font size – 120 pixels
	Font color & design – Navy Blue

#### **ANNEX F**

# PERTINENT PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS (As Amended, 1989)

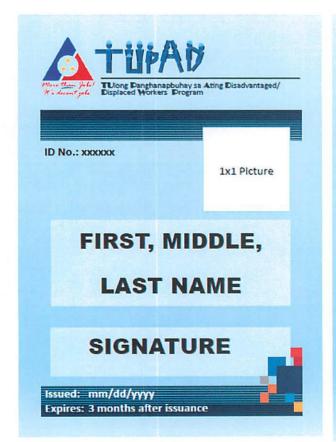
### 1013 : Hazardous Workplaces:

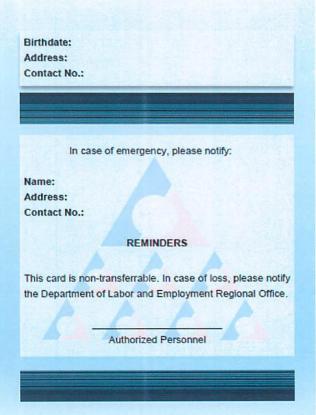
For purposes of this Standards, the following are considered "hazardous workplaces":

- a. Where the nature of work exposes the workers to dangerous environmental elements, contaminants or work conditions including ionizing radiation, chemicals, fire, flammable substances, noxious components and the like;
- b. Where the workers are engaged in construction work, logging, fire fighting, mining, quarrying, blasting, stevedoring, dock work, deep-sea fishing and mechanized farming;
- c. Where the workers are engaged in the manufacture or handling of explosives and other pyrotechnic products;
- d. Where the workers use or are exposed to power driven or explosive powder actuated tools;
- e. Where the workers are exposed to biologic agents such as bacteria, fungi, viruses, protozoas, nematodes, and other parasites.

#### ANNEX G

#### **DESIGN OF TUPAD IDENTIFICATION CARD**





FRONT BACK

#### **ANNEX H**

# **TUPAD PAYROLL TEMPLATE UNDER DIRECT ADMINISTRATION**

# Republic of the Philippines DEPARTMENT OF LABOR AND EMPLOYMENT Regional Office No. \_\_\_\_\_

Name of Worker	Address	Rate Per Day	No. of Days	.,	
		nate Fel Day	Worked	Earned for the Period	Signature
				₱0.00	
				₽0.00	
		<del>                                     </del>		₽0.00	
		<b> </b>		₱0.00	
	·· -··				
		<del>                                     </del>			
			<del></del>		
<del></del>	-				<del></del>
IFY on my official oat	th that the above			•	
	FY on my official oal is correct and that t luly rendered.	Chief Accountant  FY on my official oath that the above I is correct and that the services have luly rendered.	Chief Accountant  FY on my official oath that the above 3. I is correct and that the services have luly rendered.	Chief Accountant  FY on my official oath that the above 3. I CERTIFY on m whose names aluly rendered. names.	P0.00

#### **ANNEX I**

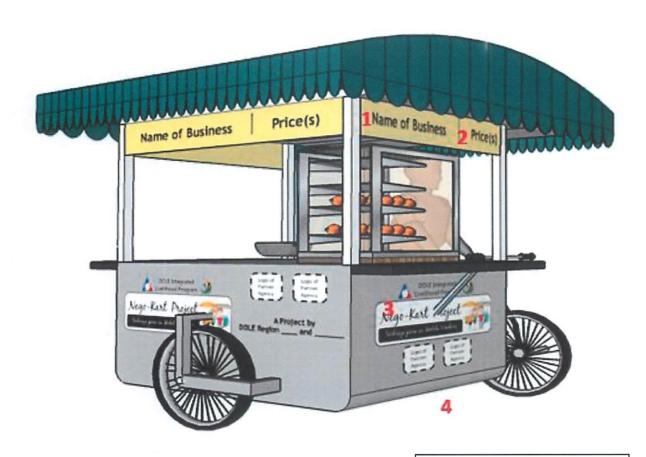
# TUPAD PAYROLL TEMPLATE UNDER ACCREDITED CO-PARTNER

# Republic of the Philippines DEPARTMENT OF LABOR AND EMPLOYMENT Regional Office No. \_\_\_\_\_

rovince Iunicip	ality:					
aranga	у:	_				
w	e hereby acknowle	edge to have re	ceived from D		um specified opposite o	
ID No.	Name of Worker	Address	Rate Per Day	No. of Days Worked	Earned for the Period	Signature
·					P0.00	
	<u> </u>				P0.00	
			<del> </del>		P0.00	
					₱0.00	
					P0.00	
	TOTAL				₱0.00 ₱0.00	
I CERT	ilable: Chief  TIFY on my official oatl Il is correct and that the duly rendered.		v	vorker whose nam	icial oath that I have paid to e es appear above the	each
	LGU/ACP Focal F	Person	-	amount set opposi  Cashier/Treasu		
Appro	oved payable from app	ropriation.		CERTIFY on my offi alaries to workers.	cial oath that I witness payme	ent of
	LCE/ACP Head	<del></del>	-	DOLE	E PO/FO	

#### ANNEX J

## **DESIGN OF NEGOSYO SA KARITON (NEGO-KART)**





#### LEGEND

- 1. Name of Business or Beneficiary
- 2. Services and Price(s)
- 3. DILP and Nego-Kart Logo
- 4. Logo of Partner-Agencies





#### **LEGEND**

- 1. Name of Business or Beneficiary
- 2. Services and Price(s)
- 3. DILP and Nego-Kart Logo
- 4. Logo of Partner-Agencies

#### **ANNEX K**

# PROJECT EVALUATION/APPRAISAL SHEET FOR INDIVIDUAL PROJECT

# Department of Labor and Employment DOLE Regional Office \_\_\_\_

# PROJECT EVALUATION/APPRAISAL SHEET FOR INDIVIDUAL PROJECT

## A. PROFILE

PROJECT TITLE	
PROJECT ACP	
PROJECT COST	
DOLE	
Proponent	
FUND SOURCE	

#### **B. MINIMUM REQUIREMENT**

MINIMUM CRITERIA	FINDINGS	RECOMMENDATIONS
Documentary Requirements	, , , <del>, , , , , , , , , , , , , , , , </del>	
Target Beneficiaries		
Need to be Addressed	·	1,11
Purpose/Objective		
Eligibility of the Proponent- ACP/Proponent-Beneficiary		
Equity		
<ul> <li>Liquidation of cash advances</li> </ul>		

### C. TECHNICAL AND FINANCIAL EVALUATION

BUSINESS ASPECTS	FINDINGS	RECOMMENDATIONS
Marketing Plan		
Market		
Production Plan	<del></del>	
<ul> <li>Source of raw materials equipment, tools, materials required</li> <li>Environmental friendliness</li> <li>Safety and health measures</li> </ul>		
Profitability	<del>, , ,</del>	
Sales/month		
• Income/month		

# D. OVERALL EVALUATION

Criteria	Percentage (%)	Rating
I. Relevance		
<ul><li>Purpose/Objectives</li></ul>	25%	
Priority Beneficiaries		
II. Effectiveness		
Marketing Plan	25%	
Production Plan	25%	
III. Efficiency		
<ul><li>Profitability</li></ul>	25%	
TOTAL SCORE	100%	

E. RECOMMENDATION	
Reviewed/Evaluated By:	Date:
Position/Designation	
Noted By:	Date:
PO/FO Head	

#### **ANNEX L**

# PROJECT EVALUATION/APPRAISAL SHEET FOR GROUP PROJECT

# Department of Labor and Employment DOLE Regional Office \_\_\_\_

# PROJECT EVALUATION/APPRAISAL TEMPLATE FORM FOR GROUP PROJECT

## A. PROFILE

PROJECT TITLE	
PROJECT ACP	
PROJECT COST	
DOLE	
Proponent	
FUND SOURCE	

## **B. MINIMUM REQUIREMENT**

MINIMUM CRITERIA	FINDINGS	RECOMMENDATIONS
Documentary Requirements		
Target Beneficiaries		
Need to be Addressed		
Purpose/Objective		
Eligibility of the Proponent- ACP/Proponent-Beneficiary  • Equity		
Liquidation of cash     advances		

## C. TECHNICAL AND FINANCIAL EVALUATION

BUSINESS ASPECTS	FINDINGS	RECOMMENDATIONS
Marketing Plan		
Potential market		
Market share		
Buying habits		
Quality and affordability		
of products/services		
Pricing strategy		
Competitiveness in		
terms of price, quality,		İ
appearance		
Promotion strategy		
Distribution channel		
Competitive advantage		
Production Plan		
Production details		
Source of raw materials		

BUSINESS ASPECTS	FINDINGS	RECOMMENDATIONS
• Equipment, tools,		
materials required		
<ul> <li>Location, size and lay-</li> </ul>		
out of production area		
<ul> <li>Proportion of workers vis</li> </ul>		
volume of production		
Safety and health		
measures		
Organization and		
Management Plan		
Project Management		
Team (PMT)		
PMT duties and		
responsibilities		
Assignment of tasks to		
production/service		
workers		
Operational and		
managerial skills		
Training needs		
Commitment from		
stakeholders		
Compensation/salary		,
methods		
Profit sharing scheme		
Financial Plan		
Working capital		
Cost estimates		
Total project cost		
Financial statements		
(Income Statement, Cash		
Flow, Balance Sheet)		
Cash/working capital for		
operations		
Financial Viability		
Realistic projections		
Break-even/Positive Rate		
of Return		
Sustainability of		
operations		<u>                                     </u>

EQUALLY IMPORTANT FACTORS TO CONSIDER	FINDINGS	RECOMMENDATIONS
Social Acceptability		
Acceptability to the		
community, family members		
and other stakeholders		
Environmental Friendliness	· · · · · · · · · · · · · · · · · · ·	
Inflict, minimal or no harm at		
all to the environment		

EQUALLY IMPORTANT FACTORS TO CONSIDER	FINDINGS	RECOMMENDATIONS
Gender Sensitiveness		
Recognize issues and problems on stereotyping and discrimination		
Sustainability Ability to maintain its operations, services and benefits during its projected lifetime		

# D. OVERALL EVALUATION

Criteria	Percentage (%)	Rating
I. Relevance		
Purpose/Objectives	25%	
Priority Beneficiaries		
II. Effectiveness		
Marketing Plan		
Production Plan	25%	
Management Plan		
Financial Plan		
III. Efficiency	25%	
Financial Viability		
➢ Financial Projection		
Positive Return of Investment	į	
Sustained Operations		
IV. Impact	25%	
Potential effect to the target		
beneficiaries and other stakeholders		
TOTAL SCORE	100%	

t.	<b>RECOMMENDATION</b>
----	-----------------------

Reviewed/Evaluated By:	Date:
Position/Designation	
Noted By:	Date:
PO/FO Head	<del></del>

#### **ANNEX M**

# MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF KABUHAYAN PROGRAM THRU PROPONENT ACCREDITED CO-PARTNER/PROPONENT BENEFICIARY

KNOW ALL MEN BY THESE PRESENTS:
This Memorandum of Agreement (MOA) made and entered into by and between:
The <b>DEPARTMENT OF LABOR AND EMPLOYMENT</b> - <u>REGION</u> , a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at, represented herein by its Regional
Director,, and herein referred to as "DOLE - REGION";
and
The (Name of Proponent), with principal addresses at represented herein by its
(Authorized signatory/representative of the ACP, herein referred to as "PROPONENT ACP" or "PROPONENT BENEFICIARY".
WITNESSETH
WHEREAS, the current Administration 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 - <u>REGION</u> shall implement (livelihood formation or enhancement or restoration) in the Municipality/ies of, Province of

WHEREAS, the DOLE - <u>REGION</u> has been given the responsibility to implement the DOLE Livelihood (KABUHAYAN) Program.
WHEREAS, DOLE - <u>REGION</u> shall implement (livelihood formation or enhancement or restoration) in the Municipality/ies of, Province of, in partnership with (Name of Proponent) as accredited co-partner.
WHEREAS, this partnership is vital to ensure the successful implementation of the said projects and achieve their desired social outcomes;
WHEREAS, the PROPONENT has been accredited by DOLE to implement the proposed project of (Name of Proponent), particularly the (Name and Nature of Project) located in
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 of the approved project

 Provide the fund assistance for working capital to the PROPONENT of the approved project amounting to (Amount in Words) only (P\_\_\_\_\_\_\_\_.00), to be used exclusively for the implementation of the project. Funding assistance may be released in full or in tranches depending on the nature and the need of the project. For releases in tranches, schedule and amount of releases shall be in accordance with related provisions in COA Circular 2007-

001;

- 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, together with the PROPONENT, shall conduct regular inventory of the equipment to determine their physical condition;
- 4. Provide orientation/briefing to PROPONENT prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;

- 5. Provide technical assistance to the PROPONENT whenever necessary;
- 6. Monitor and inspect the project implementation together with the proponent ACP on a periodic basis; verify the financial records and reports of the PROPONENT;
- 7. Adhere to the accounting and auditing requirements of fund transfers to the Proponent per COA Circular 2007-001 and 2012-001 such as, among others, maintenance of subsidiary ledger of cash transferred pertaining to the project, drawing Journal Vouchers to take up financial reports of PROPONENT as well as taking up liquidation and COA CSBs issued;
- 8. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit, as well as issue an Official Receipt (OR) for unexpended balance and the refunded disallowance remitted by the PROPONENT ACP;
- 9. Issue Certificate of Completion of Procurement upon submission of complete liquidation reports
- 10. Institute appropriate actions against the concerned PROPONENT ACP 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 approved and released funds, the legal costs of which shall be shouldered by the PROPONENT ACP.

#### B. The PROPONENT ACP 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. Procure the necessary raw materials, equipment, and tools and jigs indicated in the approved project proposal in accordance with government accounting and auditing rules and regulations and RA 9184, as applicable, within 3 months from receipt of project funds
- 3. 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;
- 4. Adhere to DO No. \_\_\_\_\_, the Revised DILEEP guidelines and other relevant government regulations;
- 5. Deposit the check received for the purpose to the authorized depository bank of the Proponent ACP. It shall issue corresponding Official Receipt (OR) to acknowledge funds received from DOLE;

- 6. Utilize the amount received from DOLE solely for the above-mentioned approved project and/or for the purpose and line items as specified in the approved project proposals, In no case shall the funds be used for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of proponent ACP officers and members/employees, or for other benefits in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional compensation, and for purchase of motor vehicles, for money market placement, time deposit and other forms of investments not related to the project;
- 7. Return to DOLE any unused funds or savings upon completion of procurement of all necessary project requirements as stated/itemized in the approved project proposal and any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit;
- 8. 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;
- 9. Create a Project Management Team and identify their respective roles and responsibilities;
- 10. Implement a profit sharing scheme;
- 11. Ensure that streamers/banners and signages bear the DOLE and DILP Logo and are prominently displayed in the project site and training venue.
- 12. Ensure that product packaging/labeling shall bear the DOLE and DILP Logo indicating that it is a DOLE assisted project.
- 13. 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 shall notify the DOLE regional office.
- 14. Keep and maintain separate Account and financial records/subsidiary records for funds received from DOLE in accordance with generally accepted accounting principles. Funds shall not be mingled with other funds owned and controlled by the PROPONENT ACP.
- 15. Submit to DOLE the Liquidation report within sixty (60) days upon completion of procurement of all necessary project requirements as stated/itemized in the approved project proposal, with supporting documents and evidences like invoices, pictures, and acceptance/ acknowledgement receipt by the beneficiaries of the raw materials, and/ or equipment, tools and jigs, as applicable.
- 16. Secure prior approval of the Regional Director in case of deviation from the approved project proposal

17. Monitor the projects and submit regular quarterly and annual progress report to DOLE PO/FO.

#### 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 ACP 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 ACP 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.
- c. 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 here202.	eunder affixed their signatures this day	of
DEPARTMENT OF LABOR AND EMPLOYMENT-REGIONAL OFFICE No.	PROPONENT ACP	
By:	Ву:	
Regional Director	Head of Proponent ACP	
Signed in the Presence of:		
Witness	Witness	
Certification of Ava	ilability of Funds	
Chief Acco		

# **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	N DATE/PLACE OF ISSUE
All known to me and to me known to instrument and acknowledged before me the as well as those of the entities they represe	nat the same is their free and	
instrument and acknowledged before me the	nat the same is their free and nt.  orandum of Agreement co	d voluntary act and deed
instrument and acknowledged before me that as well as those of the entities they represe Said instrument refers to a Memincluding this page of acknowledgement, s	nat the same is their free and nt.  orandum of Agreement co	d voluntary act and deed
instrument and acknowledged before me that as well as those of the entities they represe Said instrument refers to a Memincluding this page of acknowledgement, s	nat the same is their free and nt.  orandum of Agreement coigned by the parties and the	d voluntary act and deed

## **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 <b>DEPARTMENT OF LABOR AND EMPLOYMENT</b> - <b>REGION</b> 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 <u>9184 (Government Procurement Reform Act)</u> 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 <u>and/or legal action for misuse of equipment/s procured</u>, 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.
- 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.
- c) 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- REGIONAL OFFICE No.	PROPONENT BENEFICIARY			
Ву:	Ву:			
Regional Director	Representative of Proponent Beneficiary			
Signed in the Presence of:				
Witness	Witness			
Certification of Ava	ilability of Funds:			
Chief Accountant				

# **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES) CITY OF		
BEFORE ME, in the City of personally appeared the following:	, this day of	20,
NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE
All known to me and to me known instrument and acknowledged before me that as well as those of the entities they represe Said instrument refers to a Memincluding this page of acknowledgement, swith my notarial seal.	hat the same is their free and voent.  norandum of Agreement consi	luntary act and deed
	NOTARY PUBLIC	
Book No Doc No Page No Series of		

#### **ANNEX O**

# PERTINENT PROVISIONS OF THE GOVERNMENT PROCUREMENT REFORM ACT (RA 9184)

#### Section 38. Period of Action on Procurement Activities

- 38.1. The procurement process from the opening of bids up to the award of contract shall not exceed three (3) months, or a shorter period to be determined by the Procuring Entity concerned. All members of the BAC shall be on a "jury duty" type of assignment until the Notice of Award is issued by the Head of the Procuring Entity (HoPE) in order to complete the entire procurement process at the earliest possible time.
  - For purposes of this section, the term "jury duty" shall be understood to mean a state by which the members give utmost priority to BAC assignment over all the other duties and responsibilities until the requirements for the said assignments at hand are completed.
- 38.2. The maximum periods and the recommended earliest possible time for action on specific procurement activities are provided for in Annex "C" of this IRR. In case the deadline for each activity falls on a non-working day (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, the deadline shall be the next working day.
- 38.3. If no action on the contract is taken by the HoPE or the appropriate approving authority within the periods specified in this IRR, the contract concerned shall be deemed approved: Provided, however, That where further approval by the Office of the President is required, the contract shall not be deemed approved unless and until the Office of the President gives actual approval to the contract concerned.

# RECOMMENDED EARLIEST POSSIBLE TIME AND MAXIMUM PERIOD ALLOWED FOR THE PROCUREMENT OF GOODS AND SERVICES

Section	Procurement Activity	Minimum Calendar Days Recommended for Activity	Operational Timeline (Recommended Earliest Possible Time)	Maximum Calendar Days Allowed for Activity	Operational Timeline (Maximum Period Allowed)	Conditions / Remarks
20	Pre-Procurement Conference	1 CD	Day 0	Whenever necessary	0	Optional for ABC of 2,000,000.00 and below
21.2.1	Advertisement / Posting of Invitation to Bid	7 CDs	Days 1 to 7	7 CDs	Day 1 to 7	Start of Availability of Bidding Documents
22,2	Pre-Bid Conference	1 CD	Day 8	Whenever necessary	Day 8 to 40	Optional for ABC below 1,000,000.00     Not Earlier than 7 CDs from Advertisement / Posting     12 CDs before Deadline of Submission and Receipt of Bids
25.5	Deadline of Submission and Receipt of Bids / Bid Opening	1 CD	Day 20	45 CDs	Day 52	Last day of Availability of Bidding Documents
32.4	Bid Evaluation	1 CD	Day 21	7 CDs	Day 53 to 59	
34.8	Post-Qualification	2 CDs <sup>3</sup>	Day 22 to 23	45 CDs	Day 60 to 104	The bidder must submit all Post-Qualification Requirements within 5 CDs from receipt of notice as bidder with LCB in accordance with Sec. 34.2.
37.1.2	Approval of Resolution/Issuance of Notice of Award	1 CD	Day 24	15 CDs	Day 105 to 119	
37.2.1	Contract Preparation and Signing	1 CD	Day 25	10 CDs	Day 120 to 129	
37.3	Approval of contract by higher authority	1CD		20 or 30 CDs		If necessary.
37.4.1	Issuance of Notice to Proceed	1 CD	Day 26	7 CDs	Day 130 to 136	
	TOTAL TIME		26 CDs		136 CDs	Excluding Approval of Higher Authority, if applicable.

<sup>&</sup>lt;sup>3</sup> One (1) Calendar day is allotted for the BAC to notify the Bidder that it has the Lowest Calculated Bid (LCB).

# **ANNEX P**

# PROFILE OF DISPLACED WORKERS (INFORMAL SECTOR WORKERS)

Informal Se		Repul	blic of the	Philippines				
Form No. 1	DEF	ARTMENT	OF LABOR	AND EMPLO	DYMENT			Page 1 of 1 page
Jan. 2014	_				-			-
		(Field C	Office/ Reg	ional Office	)			
2. Respon 3. If the la 4. Please NAME O ADDRESS ADDRESS	plish this form when profiling of ordent can be any responsible or ast name is similar with the first refer to the codes below for the FRESPONDENT:  5 1 (Street/Barangay):  5 2 (City/Municipality):  5 3 (Province):  IOLD CONTROL NUMBER:	nember of t st member, ne 5th to 8th	he househ it can be re h columns.	old with his/ eplaced with NFORMATI	Ther line nun underline ti	nber encircle	ed. name.	ts.
	PROFILE OF DISPLACED	INFORMA	AL SECTOR	WORKERS		ВТ		_
Line	Household Member	Sex	Age as of	Type of	Status of			ntion/s Needed
Number	(with lost livelihood)	1-Male	Last	Livelihood	Livelihood	Skills	HANDLES STREET	Post-Displacement
21	Last Name, First Name	2-Female	10000 UF 1 10	(Use Code)	(Use Code)	and the same	(Use Code)	(Use Code)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01		_						
02		_						
03		_						
04								
05		_						
06								
07								
80								
09								
10	Types of Livelihood (Col. 5)			lhood (Col. 6)			Code for Skill	
4 - Livestock/Poultry Raising 1 - Emergency employm 5 - Servicing 2 - Others (Please speci				amaged 2- intervention/s Needed (Col. 8) 3- iment 4- city) 5- iment intervention/s Needed (Col. 9) 6- irrepreneurship) 8-			1 - Construction/Carpentry 2 - Farming 3 - Fishing 4 - Vulcanizing/Welding 5 - Cosmetology 6 - Tailoring/Dressmaking 7 - Computer 8 - Performing Arts 9 - Handicraft	
	4 - Others (Please specify) 10 - Others (Please sp							
			CERTIF	FICATIO	N			
Name of	Respondent:			Tel. Numbe	er/s:			
Signature	E							
Interview	ved by:							
Name:								
Signature	a:			Date Interv	riewed:			

# ANNEX Q

# PROFILE SUMMARY OF WORKERS IN THE INFORMAL SECTOR

•	-		-					_		
		-	1	Republic o	f the Philippine	es				
Informal Sector Form No.			DEDARTS	IENT OF L	ADOD AND CM	DI OVRAENT			Page 1 of 1 page	
2 January 8, 2014			DEPARTIV	IENI OF L	ABOR AND EMI	PLOTIVIENT				
January 0, 2014			(F	ield Office	/ Regional Offi	ice)				
PROVINCE:	- <del>-</del>			_						
CITY/MUNICIPALITY:				_						
	CUBARARY	P DICDI ACED	INICODANA CECT	OR WORK	EDC AFFECTED	BV				
	SUMMARY	F DISPLACED	INFORMAL SECT	OK WORK	EKS AFFECTED	BY		<del></del>		
NO. OF NO. OF IS TYPES OF LIVELIHOOD SEVERELY AFFECTED										
BARANGAY	HOUSEHOLDS AFFECTED	WORKERS AFFECTED	Crop Growing	Fishing	Homebased Work	Livestock/Poultry Raising	Servicing	Alternative Transporting	Vending	Others
	"				-		i -			
<del></del>				_						-
	_	-								
					—					<del></del>
							<u>                                     </u>	<u> </u>		<u> </u>
Prepared By:			Noted By:							
Name:			Field Officer:			<del></del>	Date:			
Signature:										
Position:			Approved By:							
Date:			Regional Direc	tor:			Date:			

#### **ANNEX R**

# PROFILE OF ESTABLISHMENTS WITH DISPLACED WORKERS

:Snature:		Date Interviewed:				
(ame)						
nterviewed by:						
ignature:						
sme of Respondent:		Tel. Number/s:				
	CERTIFICA	NOIT				
	ement: Others (please specify)					
S – Post-Displacement: Jo		(down-				
	ement: Training (skills, Entrepren	(girlstue				
3 – Post-Displacement: Liv						
	1 – immediate։ Emergency employment 2 – immediate։ Others։ Please specify։					
NTERVENTION/S NEEDED for the works		-				
	but with reduced workforce (RWI	1) IIICINSIAE DRICES:				
	magnems show aldixaft rabon but					
	erations – Temporary Closure (TC)					
	erations – Permanent Closure (PC)					
:NOITAREN OF OPERATION:	(00)					
Casual/Contractual:	:let					
Regular:						
IO. OF EMPLOYEES:						
CONTACT NUMBERS:						
CONTACT PERSON/S:						
:(Province):						
ODRESS 2 (City/Municipality):						
DDRESS 1 (No., Street, Barangay):	:(Ae					
DDRESS:						
T ngiesof) troop:d\/noqml - 8	(aberTrainin):	14 - Other Community/Social & Person	sasivas le			
aninei7 - V	<u> </u>	15 – Wholesale/Retail	Turbungan and			
snoitutitali listinania		14-Transportation/Storage & Commun	noiteair			
5 - Electricity, Gas & Water	<b>-</b>	13 - Real Estate/Renting				
2 – Domestic Trade		aniymeu/D bos aniniM - St				
2 – Construction	H	20 — Hotels and Restaurants 21 — Manufacturing				
anutiuaingA – I	H	9 - Health and Social Work				
INTURE OF BUSINESS:		toWiches her diesit - 0				
AME OF ESTABLISHMENT:	the state of the s					
STABLISHMENT CONTROL NO.:	:					
	DEILE OF ESTABLISHMENTS AFFE	CLED BY				
. Please check appropriate box for the Natur						
. Respondent can be any officer of the estab						
Actes gnilitong nantw mnot zirtt rtzilgmoosA .	elso yd batoaffe etnamheildetea gnili	mities or armed conflicts.				
senetions						
	(Field Office/ Regions	(soffice)				
PTOZ Álenu						
Aq3G DEPA	DEPARTMENT OF LABOR AN		Page 1 of 1 page			
rmal Sector	Republic of the Phil					

#### **ANNEX S**

#### PROFILING SUMMARY OF ESTABLISHMENTS WITH DISPLACED WORKERS

# Republic of the Philippines DEPARTMENT OF LABOR AND EMPLOYMENT

(Field	Office/	Regional	Office)
4	,		,

#### SUMMARY OF ESTABLISHMENTS AFFECTED BY TYPHOON \_

	CITY/		ESTABLISH		NATURE OF	NO. OF	NO. OF EMPLOYEES	STATUS OF	INTERVENTION
PROVINCE	MUNICIPALITY	BARANGAY	MENT CONTROL#	NAME OF ESTABLISHMENT	BUSINESS	Regular	Casual/Cont.	OPERATION	NEEDED
					_				
						[			

**STATUS OF OPERATION:** 

1 - Stopped Operations - Permanent Closure (PC)

2 – Stopped Operations – Temporary Closure (TC)

4 - Operational but with reduced workforce (RWF)

3 – Operational but under flexible work arrangement (FWA)

#### **NATURE OF BUSINESS:**

1 – Agriculture 9 – Health and Social Work

2 – Construction 10 – Hotels and Restaurants

3 – Domestic Trade 11 – Manufacturing

4 – Education Services 12 – Mining and Quarrying

5 – Electricity, Gas & Water 13 – Real Estate/Renting

6 – Financial Institutions 14 – Transportation/Storage & Communication

7 – Fishing 15 – Wholesale/Retail

8 – Import/Export (Foreign Trade) 14 – Other Community/Social & Personal Services

**INTERVENTION/S NEEDED for the workers:** 

1 – Immediate: Emergency employment 4 – Post-Displacement: Training (Skills, Entrepreneurship)

2 – Immediate: Others 5 – Post-Displacement: Job Referral
3 – Post-Displacement: Livelihood 6 – Post-Displacement: Others

Page | 64

#### **ANNEX T**

# TULONG PANGHANAPBUHAY SA ATING DISADVANTAGED/DISPLACED WORKERS (TUPAD) PROGRAM PROJECT APPRAISAL SHEET

#### **TUPAD PROGRAM PROJECT APPRAISAL SHEET**

## A. Project Profile

Project Title:	Emergency Employment Assistance for
Project Proponent:	
Covered Areas:	State areas affected where project will be implemented
Number of Beneficiaries:	State number of target beneficiaries per area
Amount of Assistance	
Requested:	
Source of Funds:	
Equity of the Proponent:	

#### B. Evaluation

Place a check mark (/) on the box if the requirements are met. Otherwise, place "X". Indicate any observations and recommendations under the remarks column.

Criteria	Evaluation	Remarks
	( / or X)	
A. Documentary Requirements		
Complete documentary requirements were		
submitted (refer to attached checklist of		
requirements)		
B. Applicability of Minimum Wage		
Wage is based on the prevailing minimum wage in		
the locality as provided for by the RTWPB.		
C. Completeness of Work Program		
Work program is complete, and the nature of work		
falls under the eligible projects as provided by		
Section 14 of DO 137-14.		
D. Provision of Personal Protective		
Equipment		
<ul> <li>Minimum Personal Protective Equipment (PPEs)</li> </ul>		
i.e. hats and shirt are provided		
<ul> <li>Other PPEs i.e. helmet, gloves, booths, etc, are</li> </ul>		
provided depending on the nature of work		
<ul> <li>Reasonable costs of PPEs is observed</li> </ul>		
E. Orientation on Safety and Health		
Orientation on Safety and Health is provided		
F. Inclusion of Micro-Insurance Premiums		
Provision of Micro-Insurance premiums is included		
G. Provision of Equity		
(at least 20% of Total Project Cost)		

Checklist of Documentary Requirements for Availment of TUPAD Program Requirements	Evaluation
	( / or X)
A. For Local Government Units as ACP	
1. Application Letter by the LGU duly signed by the Local Chief Executive (LCE) addressed to	
the DOLE Regional Director	
2. Detailed and duly signed TUPAD Project Proposal and Work Program	
3. Certification from the LGU/Barangay or DSWD that the target beneficiaries are	
underemployed, or victims of natural disaster/calamity or armed conflict. For laid-off or	
terminated workers, Certification of displacement from the company/establishment	
4. Individual Beneficiary Profile and Proponent ACP Profile	
5. Board or Sangguniang Bayan (SB) Resolution authorizing the LCE to enter into a MOA to	
avail of DOLE programs;	
6. Memorandum of Agreement (MOA) between the DOLE RO and the LGU;	
7. For LGUs, City/Provincial/Municipal, copy of the portion of their Local Development Plan	
referring to Labor and Employment/Social Services, with detailed estimates of Approved	
Project Expenditures or Estimated Expenses; and	
8. Certification of no unliquidated cash advances and/or grants from DOLE.	
B. For Other Types of ACP	
1. Application Letter by ACP addressed to the DOLE Regional Director	
2. Detailed and duly signed TUPAD Project Proposal and Work Program (indicating/showing	
that the ACP has equity equivalent to at least 20% of the total project cost)	
3. Certification from the LGU/Barangay or DSWD that the target beneficiaries are	
underemployed, or laid-off or terminated workers, or victims of natural disaster/calamity	
or armed conflict	
4. Individual Beneficiary Profile (with picture) and ACP (proponent) Profile	
5. Copy of ACP Certificate of Accreditation;	
6. Board Resolution authorizing a representative to enter into a MOA;	
7. Memorandum of Agreement (MOA) between the DOLE RO and the ACP;	
8. Audited financial reports (statements) for the past three (3) years preceding the date of	
project implementation. For applicant which has been in operation for less than three (3)	
years, financial reports for the years in operation and proof of previous implementation of	
similar projects;	
9. Disclosure of other related business, if any;	
10. Work and Financial Plan (WFP), and sources of and details of proponent's equity	
participation in the project	
11.List and/or photographs of similar projects previously completed, if any, indicating the	
source of funds for implementation;	
12. Sworn affidavit of the secretary of the applicant organization/entity that none of its incorporators, organizers, directors or officers is an agent of or related by consanguinity or	
affinity up to the fourth civil degree to the official of the agency authorized to process	
and/or approve proposed Memorandum of Agreement (MOA), and release funds; and	
13. Certification from the DOLE Regional Office's Accountant that the previous cash advance	
granted has been liquidated and properly taken up in the books.	

ral Comments and Recommendation	
Reviewed/Evaluated By:	Date:
PO/FO Head	
- L'ADRAT NA LL	
Recommending approval (RPMT Members):	
Position/Designation	Position/Designation
r osition, besignation	r estern, besignation
Position/Designation	Position/Designation
Approved by:	Date:
Pagianal Director	
Regional Director	

#### **ANNEX U**

# MEMORANDUM OF AGREEMENT TUPAD Program

## **KNOW ALL MEN BY THESE PRESENTS:**

projects and achieve their desired social outcomes;

This Memorandum of Agreement (MOA) made and er	ntered into by and between:
The <b>DEPARTMENT OF LABOR AND EMPLOYM</b> government office existing by virtue of the laws of	
·	address at
Extra self-sec	represented herein by
its Regional Director,	
	, and herein referred to as DOLL NO
, and	
The (Name of Proponent), with principa	al addresses at
represented herein by its (Authorized signatory/rep	presentative of the ACP ), herein
referred to as "PROPONENT ACP" or "PROPONENT B	
-WITNESSETH-	-
WHEREAS, it is the National Government's policy to in all regions;	mplement poverty alleviation project in
WHEREAS, the Department of Labor and Employment gainful employment opportunities, develop human retheir welfare, and maintain industrial peace;	
WHEREAS, the DOLE provides assistance to help discoping with the closure or slowing down of operation disruptions and/or the occurrence of natural disasteraffect their economic base and to augment the measurement and workers under its TULONG DISPLACED/DISADVANTAGED (TUPAD) WORKERS PRODO No, series of 20;	ns of companies as a result of economic ers, calamities, or armed conflicts that ger income of the underemployed and PANGHANAPBUHAY SA ATING
WHEREAS, the DOLE-RO No has been give TUPAD Program to enable the displaced workers, unengage in short-term community works to provide the for a period of days; (minimum of 10 cm.)	nderemployed and seasonal workers to nem with temporary wage employment
WHEREAS, this partnership is vital to ensure the s	successful implementation of the said

**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

Α.	The	<b>DOLE-RO</b>	NO	shall:
----	-----	----------------	----	--------

- 1. Provide the following package of services:
  - a) 100% wage for work rendered based on prevailing minimum wage;
  - b) Orientation on safety and health;
  - c) Personal Protective Equipment (PPE) such as hat and TUPAD t-shirt; and
     (Other PPEs may be provided in case of hazardous work as specified in OSH Standards, S1989)
  - d) Micro-insurance for the duration of work contract
- 2. Provide orientation/briefing to the PROPONENT prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
- 3. Monitor and inspect the project implementation on a regular basis; verify the liquidation reports and authenticity of payroll of the PROPONENT;
- 4. Adhere to the accounting and auditing requirements of fund transfers to the Proponent per COA Circular 2007-001 and 2012-001.
- Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit, as well as issue an Official Receipt (OR) for the refunded unexpended balance or disallowance remitted by the PROPONENT;
- 6. Issue Certificate of Completion of the project to the proponent.
- 7. Institute appropriate actions against the concerned PROPONENT 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 approved and released funds, the legal costs of which shall be shouldered by the PROPONENT.

#### II. The PROPONENT ACP shall:

1.	Identify community work	projects	and engage	the	beneficiaries	for	the period	of
	days starting	from _	date	to	date		specifically	in
	Barangay/Municipality of			vinc	e of		;	

- 2. Provide equity or counterpart equivalent to twenty percent (20%) of the total project cost.
- 3. Adhere to the TUPAD Program guidelines and procedures as stipulated in DO No. 137-14, and other relevant government regulations;
- 4. Implement the TUPAD Program based on the approved project proposal which forms as an integral part of this Agreement, in accordance with the approved program objectives, standards, systems and procedures for implementation, time schedule, as well as the attached approved work program
- 5. Deposit the check received for the purpose to their respective authorized depository banks. It shall issue corresponding Official Receipt (OR) in acknowledgement thereof;
- 6. Keep the DOLE informed at least three (3) working days before the actual date of implementation of the project.
- 7. Utilize the amount received from DOLE solely for the approved project/s and/or for the purpose and line items as specified in the approved project proposals;
- 8. Shall not use the funds received from DOLE for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of ACP officers and members/employees, or for other benefits in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional compensation, and for purchase of motor vehicles;
- 9. Keep and maintain separate subsidiary record for the project funds.
- 10. Submit to DOLE the required worker's profile and duly audited liquidation reports with supporting documents such as payroll, pictures, certificate of project completion and attendance sheet/DTR.
- 11. Return to DOLE any unused funds or savings immediately after project completion and any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit;
- 12. 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; and

13. Prepare a separate proposal and MOA for the provision of skills and entrepreneurship training (if to be provided, based on the willingness of beneficiaries).

#### 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 shall be obliged to return any unutilized portion of the financial assistance without need of prior demand from DOLE.
- c) This Agreement takes effect upon signing of the parties hereto and shall remain in force for the duration of the implementation of the project.

DEPARTMENT OF LABOR AND EMPLOYMENT REGIONAL OFFICE No	LOCAL GOVERNMENT UNIT OF or Accredited Co-Partner
Ву:	Ву:
Regional Director	LGU or ACP Representative
Signed in the Presence of:	
Witness	Witness
Certification of Availabil	ity of Funds: (General Fund)

## **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)		
CITY OF) S.S.		
BEFORE ME, in the City of	this	day of
20, personally appeared t		_ ddy 01
	•	
NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE
1.	-	
2.		
3.		
4.		
foregoing instrument and acknowledged be act and deed as well as those of the entities Said instrument refers to a Memora including this page of acknowledgement, significantly sealed with my notarial seal.	s they represent.  ndum of Agreement consisting	of pages
	NOTARY PUBL	ıc
	NOTART PUBL	ıc
Book No; Doc. No; Page No; Series of 20		

#### **ANNEX V**

# CONTRACT OF SERVICE BETWEEN THE ACP AND THE TUPAD WORKERS

# Republic of the Philippines DEPARTMENT OF LABOR AND EMPLOYMENT Regional Office No. \_\_\_\_\_\_

#### **CONTRACT OF SERVICE**

KNO	W ALL MEN BY THESE PRESENTS:
20	This contract of service entered into and executed this day of, at the, Philippines by and between:
	Name of Proponent Accredited Co-Partner with office address at herein
repr	esented by Head of Proponent ACP, hereinafter referred to as the "First Party"; -and-
	TUPAD Workers, all of legal ages, Filipinos and residents of Brgy, hereinafter referred to as the "Second Party";
	-WITNESSETH-
Prog Wor work	That pursuant to the provisions of DOLE Department Order No. 137-14 authorizing contracting of service in the DOLE-RO to implement the Emergency Employment gram also called as "Tulong Panghanapbuhay sa Ating Displaced/Disadvantaged kers (TUPAD)", to enable the displaced workers, the underemployed and seasonal kers, to engage in short-term community works to provide them with ergency/temporary wage employment, the following terms and conditions are hereby
	That the <b>Second Party</b> are physically fit to perform <b>LABOR-BASED SERVICES</b> , in accordance with the requirements of the job;
	That in view hereof, the <i>Second Party</i> are hereby contracted to perform the following works
v -	fordays covering the period to, with a daily wage rate of (prevailing minimum wage in the RO) chargeable against the Fund. Absences, tardiness or under-time shall be deducted accordingly; and

IN WITNESS WHEREOF, both	n parties have hereunto	set their hand this _
20 in	·	
irst Party:	<u>SI</u>	GNATURE
roponent ACP		
acond Darty		
econd Party: Names of TUPAD-E <u>mergency Emplo</u>	yment Program Benefic	ciaries)
Name	Address	Signature
		14111
	<u></u>	
<del></del>		Ļ
Certified Fo	unds Available: (General	Fund)
Trea	surer/Chief Accountant	
Signed in the presence of:		

# **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)						
CITY OF ) S.S						
BEFORE ME, IN THE City of  20 personally appeared the following:	, this day of _					
NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE				
Proponent ACP						
(Names of TUPAD-Emergency Employmen  NAME	VALID IDENTIFICATION  CARD/NUMBER	DATE/PLACE OF ISSUE				
all known to me and to me known to be the same persons who executed this Contract of Service and acknowledge that the same is their free and voluntary act and deed, which was signed by the parties and their witnesses and sealed with my notarial seal.						
Book No: Doc. No: Page No: Series of:	NOTARY PUBL					

#### **ANNEX W**

# CONTRACT OF SERVICE BETWEEN THE DOLE REGIONAL OFFICE AND TUPAD WORKERS

# Republic of the Philippines DEPARTMENT OF LABOR AND EMPLOYMENT Regional Office No. \_\_\_\_\_\_

#### **CONTRACT OF SERVICE**

	CONTINACT OF SERVICE
KN	OW ALL MEN BY THESE PRESENTS:
20_	This contract of service entered into and executed this day of at the, Philippines by and between:
ado	Department of Labor and Employment- Regional Office No with office dress  at
	presented by <b>DIRECTOR</b> , hereinafter referred to
	the "First Party";
	-and-
	TUPAD Workers, all of legal ages, Filipinos and residents of Brgy, hereinafter referred to as the "Second Party";
	-WITNESSETH-
Pro Wo	That pursuant to the provisions of DOLE Department Order No. 137-14 authorizing contracting of service in the DOLE-RO to implement the Emergency Employment ogram also called as "Tulong Panghanapbuhay sa Ating Displaced/Disadvantaged orkers (TUPAD)", to enable the displaced workers, the underemployed and seasonal orkers, to engage in short-term community works to provide them with the dergency/temporary wage employment, the following terms and conditions are hereby::
4.	That the <b>Second Party</b> are physically fit to perform <b>LABOR-BASED SERVICES</b> , in accordance with the requirements of the job;
5.	That in view hereof, the <i>Second Party</i> are hereby contracted to perform the following works

accordingly; and

6. That notwithstanding the fixed may be terminated anytime by failure to meet the required out	the <i>First Party</i> for jus	loyment, the contract of service t cause such as but not limited to
IN WITNESS WHEREOF, bot		nto set their hand this day
First Party:		SIGNATURE
DIRECTOR		
Second Party: (Names of TUPAD-Emergency Empl	lovment Proaram Ben	eficiaries)
Name Name	Address	Signature
	<del></del>	
· · · · · · · · · · · · · · · · · · ·		
Certified I	Funds Available: (Gene	ral Fund)
Signed in the presence of:	Chief Accountant	
TSSD Head		IMSD Head

# **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES) CITY OF						
BEFORE ME, IN THE City of	, this	_ day of _				
20 personally appeared the following:						
NAME	VALID IDENTIFICA CARD/NUMB		DATE/PLACE OF ISSUE			
Director						
(Names of TUPAD-Emergency Employmen	t Program Beneficia	ries				
NAME	VALID IDENTIFIC		DATE/PLACE OF			
	CARD/NUME	SER	ISSUE			
all known to me and to me known to be the same persons who executed this Contract of Service and acknowledge that the same is their free and voluntary act and deed, which was signed by the parties and their witnesses and sealed with my notarial seal.						
	NOT	ARY PUBL	ıc			
Book No: Doc. No: Page No: Series of:						

# **ANNEX X**

# APPLICATION FORM FOR ACCREDITATION OF CO-PARTNER

# **APPLICATION FOR ACCREDITATION**

	Date
Name of Regional Director Department of Labor and Employment Regional Office No	
(Address)	
Dear Sir/Ma'am:	
We, theto apply for accreditation under the DILP.	would like
	shall qualify our organization to apply for funding ssistance since it shall still be subjected to other
Thank you very much.	
	Respectfully yours,
	(Signature over Printed Name of Head of Organization)

# **INFORMATION SHEET**

office Address		
egal Personality		
egistered in any of the foll	owing:	
Agonge	Data of Pagistration	Registration Number
Agency DOLE	Date of Registration	Registration Number
SEC		
DTI		
CDA		
Others, please specify		
rganizational Structure (in	•	
Name	Position	Address
	s of Officers/Members: Ment	ion at least three viable
Present Economic Activities activities:	s of Officers/Members: Ment	ion at least three viable
ectivities:	ganization and the Areas who	
Present Activities of the Org	ganization and the Areas who	
Present Activities of the Org	ganization and the Areas who	
Present Activities of the Org	ganization and the Areas who	
Present Activities of the Org	ganization and the Areas who sof the respective activity.  Organization and the area wh	ere each is being done. Inclu

Strength/s
Weakness/es
III. TRACK RECORD
Financial Stability
Assets
Liabilities
Net Income
Sources of Income
For established organization with previous livelihood loan within the last two (2) years
Lending agency/ies (please specify)
Date acquired /amount
How much has been paid?
When was the last payment made?
Type of Livelihood Project/s implemented
Problems encountered in the implementation of previous Livelihood Project/s
IV. Proposed Livelihood Project
V. Amount of Funding Assistance Being Requested from DOLE Regional Office No for the proposed livelihood project.

II. ORGANIZATION'S CAPABILITY

# **ANNEX Y**

# DOLE KABUHAYAN PROGRAM INDIVIDUAL BUSINESS PLAN

Individual Name :			<u> </u>	
My Proposed Business is:			<del></del>	
My business location is :				
			_	
I have these skills :				
i have to learn these skills				
I have these assets (space, good	location, equipmer	nt) :		
Market:				
I will sell to:				
Competitors:				
(who, where)				
I will promote my produ	cts/services like thi	s:		
Business Operation:				
Production Plan for one	year (quantities):			
Each da	<i>'</i>			
Each we	ek			
Each mo	onth			
The total amount to lattention: take into acc	· · · · ·		s/days delivered)	in one year
				<del></del>

<u> </u>						
The people who will work are (who, how many):						
I will divide the work like this:						
The people responsible for managing my business:						
ols)	Quantity	Unit Cost	Total Cost			
asic sanitary	tools and acces	Total ssories such as glove	s, mask, hairnet			
ent,	Quantity	Unit Cost	Total Cost			
		Total				
+ Total Ope	erating expens	es				
(p	Quantity ieces, kilos or hour)	Unit Price (per piece, kilo or hour)	Total Sale			
			-			
	ent,	ent,  Quantity  A Total Operating expens  Quantity  Quantity  Quantity  A Company of the company	Total  Quantity Unit Cost  Total  asic sanitary tools and accessories such as glove  Pent,  Quantity Unit Cost  Total  Total  Total  Total  Total  Unit Cost  Pent,  Quantity Unit Cost  Ent,  Total			

Income per Month = Total Sales - Total Expenses

The Business opportunities and benefits (positive factors) are:	
The Business risks and challenges (negative factors) are:	

**Business Opportunities and Challenges** 

#### **ANNEX Z**

# DOLE KABUHAYAN PROGRAM GROUP BUSINESS PLAN

PROJECT BRIEF			
Proponent ACP/Proponent Beneficiary	:		
Proposed Business/Project	:		•
No. of Beneficiaries	:	•	· · ·
Total Project Cost	:		
DOLE Support	:		
<ul> <li>Proponent ACP/Proponent</li> <li>Beneficiary</li> </ul>	:		
• Others	: —		
Total	:		
Contact Person	:		<del>-</del>
Contact Number	: _		

#### II. EXECUTIVE SUMMARY

- Marketing Aspect
- Production Aspect
- Management Aspect
- Financial Aspect
- Collaboration of Stakeholders' Commitments (Organization/ACP, beneficiaries, etc.)

#### III. ORGANIZATION/ACP/PROPONENT OVERVIEW

- History, structure and organization
- Strategic direction
- People and relevant skills and expertise
- Address/location

#### IV. INTRODUCTION

- A. Background Information
- B. Purpose and objectives of the proposed business/project
- C. Direct and indirect beneficiaries
- D. Brief description of the proposed business

#### V. THE PROPOSED BUSINESS/PROJECT

#### **A Marketing Plan**

#### Describe/specify the following:

- Analysis of the market
  - ✓ How the business would fit in
  - ✓ Who are the competitors
  - ✓ What are the opportunities/threats
- Products or services to be offered
  - ✓ Quality
  - ✓ Affordability
- Brand strategy
  - ✓ What makes the product/service unique
  - ✓ Advantage against competitors
- Distribution strategy
  - ✓ How big is your volume requirement
  - ✓ What is your delivery schedule
  - ✓ What is your mode of selling (cash or credit or both)
- Product strategy
  - ✓ How you will sustain the delivery of product/service
- Pricing strategy
  - ✓ What is your buying price
  - ✓ What is your selling price (mark-up)
- Promotion strategy
  - ✓ How you will promote your product/service
- Prospective Buyers
  - ✓ Who are your buyers
  - ✓ Where are they
  - ✓ How big is your market share

#### **B.** Production Plan

Describe/specify the following:

- Production Cycle (step by step procedures in producing the product/service)
- Plant/Workplace (building, size, lay-out, location)
- Raw Materials (how many, availability from supplier, cost)
- Facilities required and their production capacity (equipment, tools and materials)
- Personnel (how many directly involved, production capacity, skills/training needed, support services, remuneration)
- Safety and Health (safety measures, protective gears)

- Productivity (production capacity of personnel/equipment)
- Space (total area for production, stockroom for raw materials, office/transaction space)

#### C. Management Plan

Describe/specify the following:

- Composition of Project Management Team
- Specific Duties and Responsibilities
- Organizational Structure
- Tasks Assigned to Production Workers
- Specific training needs
- Commitment of Stakeholders
- Profit sharing scheme

#### D. Financial Plan

# • Monthly Working Capital Requirement

#### a. Cost of Direct Raw Materials

Materials	Unit Cost	Quantity	Total Cost
	Total		

# b. Cost of Direct Labor

Labor	Rate	Quantity	Total Cost
	Total		

#### c. Overhead Cost

#### 1. PMT Supervision/Administrative Cost

Position	Rate	Quantity	Total Cost		
	Total				

2.*	Marketing Cost	::	
3.*	Utilities	: .	
4.*	Transportation	:	

5.* Rent	:	
6.* Others	:	

(Note \*: Show breakdown of computation)

# d. Capital Outlay (Equipment/Tools)

Item	Unit Cost	Quantity	Total Cost
То			

# e. Pre-Operating Costs

- i. Cost of Trainings (Show computation per training)
- ii. Licenses/permits
- iii. Other attendant costs

# 2. Total Project Cost

	TOTAL		FUNDING	G SOURCE	
ITEM COS		DOLE	Proponent/ Org	Beneficiaries	Others
1. Land					
2. Building					
3. Working Capital					•
Raw Materials					
• Labor					
Equipment					
Overhead/     Administrative Cost					
<ul><li>Rent</li><li>Marketing</li><li>Utilities</li><li>Transportation</li></ul>					
4. Pre-Operating Expenses					
Training					
Licenses/Permits					
Others					

# a. Financial Statements (three (3) year period)

- Income Statement (Profit-and-Loss Statement)
  - ✓ How much does the business earn over a given period of time
- b. Cash Flow Statement
  - ✓ How much cash is needed to meet monthly obligations, when will it be needed and where it is coming from
- Balance Sheet Statement
  - ✓ Summary of all financial data at a given point in time showing the business' growth in terms of net worth

#### E. Stakeholders' Commitments

#### **ANNEX AA**

#### **TUPAD PROJECT PROPOSAL TEMPLATE**

#### I. PROJECT PROFILE

- A. **Project Title:** Emergency Employment Assistance For \_\_\_\_\_
- B. Project Proponent: LGU or DOLE Regional Office
- C. Covered Areas: (State areas affected where project will be implemented)
- D. Number of Beneficiaries: (State number of target beneficiaries per area)
- E. Amount of Assistance Requested:
- F. Source of Funds:

#### II. BACKGROUND

Briefly state the nature of emergency and extent of damage (areas and number of workers affected, including livelihoods lost)

#### III. OBJECTIVE:

To enable workers displaced by (state nature of displacement) to engage in short-term community works to provide them with temporary employment for at least 10 days but not to exceed a maximum of 30 days.

#### IV. BUDGETARY REQUIREMENTS

AREA	PARTICULARS	NO. OF WORKERS	NO. OF DAYS OF EMPLOYMENT	COST			
	a. Minimum Wage						
	(varies depending on the prevailing						
	minimum wage in a particular area)						
	b. PPE (helmet, gloves, mask and		X	:			
Ì	boots)						
	c. Micro-Insurance		Х				
	TOTAL COST						

Proposed and Eval	uated by:
Approved	:
Regional Dire	ctor

# **TUPAD WORK PROGRAM**

Regional Office	No
PROPONENT:	

Province/City  Municipality/Barangay	Nature of No. of		No. of Days of	Period of Implementation				Financial Requirements (₽)			
	Community Work Workers	Workers	Employment	Q1	Q2	Q3	Q4	Wages	Insurance Premiums	PPE	Total
										ļ	
										<u> </u> 	
								· · · · · · · · · · · · · · · · · · ·			
	<u> </u>								-		
				-					_	<u> </u>	
		6	RAND TOTAL								

Prepared by:	Validated by:	Approved by:	Date
		Regional	
	Chief, TSSD	Director	

#### **ANNEX BB**

# PERTINENT PROVISIONS PRESCRIBED IN COA CIRCULAR NO. 2012-001 ON REQUIREMENTS ON THE AVAILMENT OF LIVELIHOOD ASSISTANCE

# Fund Transfers to Non-Governmental Organizations/People's Organizations (NGOs/POs)

#### **General Guidelines**

NGOs/POs are not allowed to participate in the implementation of any program or project of government agencies until such time that any earlier fund releases availed by the said NGOs/POs shall have been fully liquidated pursuant to pertinent accounting and auditing rules and regulations as certified by the Head of the Agency concerned and the COA Auditor. Government agencies shall, likewise, ensure that the NGOs/POs that they deal with are legitimate. A report of the fund releases indicating the names of NGOs/POs shall be prepared by the agency concerned and duly audited by the COA and shall be submitted to the Senate Committee on Finance and House Committee on Appropriations.

The granting, utilization and accounting of funds released to NGOs/POs are prescribed under COA Circular No. 2007-001 dated October 25, 2007, COA Circular No. 2009-007 dated September 25, 2009 and Government Procurement Policy Board (GPPB) Resolution No. 12-2007 dated June 29, 2007.

#### **Release of Funds**

#### **Documentary Requirements**

Approved Summary of Budgetary Requirements detailing the items of
expenditure/disbursement to be incurred in the program/project
List of priority projects which may be implemented by the NGO/PO published in the
newspaper, agency website, bulletin board and the like
Accreditation of the NGO/PO by the Bids and Awards Committee (BAC) of the grantee
agency
Results of evaluation of financial and technical capability of selected NGO/PO
Performance security for infrastructure project
NGO/PO proposal or application for funding accompanied by:

- ✓ Certificate of registration from Securities and Exchange Commission (SEC) or either Cooperative Development Authority (CDA) or Department of Labor and Employment (DOLE) as the case may be
- ✓ Authenticated copy of the latest Articles of Incorporation or Articles of Cooperation as the case may be, showing the original incorporators/organizers and the Secretary's certificate for incumbent officers, together with the Certificate of Filing with the SEC/Certificate of Approval by CDA
- ✓ Audited financial reports for the past three (3) years preceding the date of project implementation. For NGO/PO which has been in operation for less than

- three years, financial reports for the years in operation and proof of previous implementation of similar projects
- ✓ Disclosure of other related business, if any
- ✓ Work and Financial Plan (WFP), and sources and Details of Proponent's Equity Participation in the Project
- ✓ Complete project proposal approved/signed by officers
- ✓ List and/or photographs of similar projects previously completed, if any, indicating the source of funds for implementation
- ✓ Sworn affidavit of the secretary of the NGO/PO that none of its incorporators, organizers, directors or officers is an agent of or related by consanguinity or affinity up to the fourth civil degree to the official of the agency authorized to process and/or approve proposed MOA, and release funds

Ш	Document showing that NGO/PO has equity equivalent to 20% of the total project cost,
	which shall be in the form of labor, land for the project site, facilities, equipment and
	the like, to be used in the project
	Certification from the Accountant that the previous cash advance granted to the
	NGO/PO has been liquidated, liquidation documents are post-audited and properly
	taken up in the books
	Memorandum of Agreement (MOA) incorporating therein the following terms and
	provisions:

- Project name, intended beneficiaries, benefits to be delivered, project cost estimates, brief description of project and its site/location;
- Systems and procedures to implement the project such as, but not limited to, procurement of goods and services by the NGO/PO and their distribution which should be documented and coordinated with the GO's authorized officials and the respective barangays;
- Time schedules for the releases of funds, periodic inspection/evaluation, reporting, monitoring requirements, date of commencement and date of completion (releases of funds after the initial fund transfer must be outputbased, that is, subsequent fund releases must be dependent on 100% delivery of physical status of the project corresponding to the previous funds received by the NGO/PO);
- Submission of the required periodic financial and physical status reports (no subsequent fund transfers have been liquidated and required physical status report has been submitted);
- Specific period to liquidate the funds granted to NGO/PO with the GO;
- In case of construction projects like school buildings, housing and other similar structures, and acquisition of assets like vehicles and equipment, a stipulation of turnover of ownership of the infrastructure or fixed asset (in the procurement of any type of asset out of government funds, the NGO/PO shall conduct simple bidding or canvass to ensure the best terms and quality of purchase);
- In case the asset shall be owned by a specific beneficiary, a stipulation that a Deed of Donation shall be executed by the GO after the completion of the project;
- Monitoring and inspection of project implementation and verification of financial records and reports of the NGO/PO by the GO;
- Visitorial audit by the officials and personnel of the COA authorized to perform the audit under an approved office order;

- o Institution of legal action by the GO against the defaulting NGO/PO which fails to complete a project covered by the MOA, or for a material violation of the provisions of the MOA or of this Circular, and in any of these cases, its subsequent disqualification from applying for another project in any other GO;
- In case of the dissolution of the recipient NGO/PO, voluntary or involuntary, the lien of the granting GO on its assets, in accordance with existing laws, to the extent of the unexpended or unutilized portion of the fund;
- Maintenance by the NGO/PO of a separate savings/current account for each fund received from the GO; and
- The return by the NGO/PO to the granting GO of any amount not utilized to complete the project, including interest, if any.
- ☐ Other relevant requirements under GPPB Resolution No. 12-2007 dated June 29, 2007

#### Implementation and Liquidation of Funds Released

#### **General Guidelines**

No portion of the funds granted to the NGO/PO shall be used for the following (Section 6 of COA Circular No. 20070001 dated October 25, 2007):

- Money market placement, time deposit or other forms of investment
- Cash advance of any official of the NGO/PO unless related to the implementation of the project
- Payment of salaries, honoraria or any form of allowances of the personnel of the GO or the NGO/PO who are not connected with the project
- Purchase of supplies, materials, equipment and motor vehicles of the GO or NGO/PO
- Acquisition of assets of the NGO/PO, unless necessary for the execution of the project and specifically stipulated in the MOA

#### **Documentary Requirements**

Final fund utilization report, indicating the summary of expenses and the status report of accomplishments, certified by the accountant, approved by the President/Chairman of the NGO/PO and verified by the internal auditor or equivalent official of the GO
Pictures of implemented projects
Inspection report and certificate of project completion issued by the GO authorized representative
List of beneficiaries with their signatures signifying their acceptance/acknowledgment of the project/funds/goods/services received
Proof of verification by the GO official of the validity of the documents submitted by the NGO/PO
OR issued by the granting GO acknowledging return by the NGO/PO of any unutilized/excess amount of cash advance, including interest, if any
List of equipment/vehicles procured by the NGO/PO out of the project funds indicating its brief description, date acquired, acquisition cost and final disposition
Warranty for procurement of equipment and projects
In case of dissolution of the recipient NGO/PO, in addition to the OR acknowledging return of unutilized amount, copy of the vouchers paid by the NGO/PO
Liquidation Report

# Staggered Release of Funds to NGO/PO

<u>Docur</u>	nentary Requirements
	Duly approved Schedule of Fund Release to NGO/PO
	Interim Fund Utilization Report on the previous release certified by the NGO/PO's Accountant, approved by its President/Chairman and verified by the internal auditor or equivalent official of the GO showing a summary of expenses and a status report of accomplishment evidenced by pictures
	List of beneficiaries of previous releases with their signatories signifying their acceptance/acknowledgement of the project funds/goods/services
imple	mentation and Liquidation
<u>Impler</u>	menting Agency
	Necessary supporting documents depending on the nature of transactions
	Copy of MOA/Trust Agreement
	Copy of OR upon receipt of funds transferred
	Copy of OR issued by the Source Agency evidencing refund of unexpended/unutilized balance of fund transfer
Liquid	ation
Source	e Agency
	Reports of Checks Issued and Report of Disbursements certified correct by the
	Accountant, approved by the Head of the IA, and duly audited by the Auditor of the IA Copy of Credit Notice issued by the Auditor of the IA
	copy of Credit Hotice issued by the Additor of the IA

☐ Copy of OR issued for the refund of unexpended/unutilized balance of fund transferred

#### ANNEX CC

# PROJECT PROFILE FORM

# A. DILP or KABUHAYAN Project Profile Form

ALC: No company of		KABUHAYAN PROGRAM P	ROJECT PRO	FILE FORM			
ID Number:							
PROJECT LOCATIO	NO						
Region:	Province:	Municipality/City:		Distric	t:	Barangay:	
Street No./Name:				745-12-12-12-12-12-12-12-12-12-12-12-12-12-			
PROJECT DETAILS							
Name of Organizatio	on:						
Name/Title of Projec	t			Nature of Project [1	1:		
Project Proponent [2	2]:		Mode of Imp	lementation:			
Program Component	t [3]:		Type of Proje	ect [4]:			
Type of Beneficiaries	s:				_		
Total No. of Beneficia	aries:	No. of Female:		No. of PWDs:	No. of S	Senior Citizens:	
Proponent's Equity [	5]:						
DOLE Grant Amount	t Approved [6]:	As o	f Date [7]:	Fund S	ource [8]:		
CONTACT DETAILS							
For Implementers			For Propon	ent			
Name of Focal Perso	on:		Name of Res	spondent:			
Position:			Position:				
Contact Number:			Contact Nun	nber:			
E-mail Address:			E-mail Addre	ess;			

Submit

- [1] Nature of Project, specify if Agribusiness, Health and Wellness, Eco-tourism, Manufacturing, Small Transport, Wholesale and Retail Trade
  [2] Project Proponent, specify if Proponent ACP or Proponent Beneficiary and indicate the Proponent Organization's Name
  [3] Project Component, specify if Enhancement (E), Formation (F), or Restoration (R).
  [4] Type of Project, specify if Individual (f) or Group (G).
  [5] ACP's amount share (at least 20% of the Project Cost)
  [6] Amount Approved by the Regional Director
  [7] Date that the Project has been Approved by the Regional Director
  [8] Source of Funds, specify if BUB, DILEEP, DOLE-AMP, GAA, Sin Tax, SPF

#### B. DOLE TUPAD Project Profile Form

				966	DOL	LE TUPAD P	ROGRAM PROF	ILE FORM		7.1			
ID Number:													
PROJECT LOCATION	V												
Region:		Province:			Municipality/C	ty: District:							
Street No./Name.:											15000		
PROJECT DETAILS													
Nature of Project:						Project Proj	ponent:				Mode of Imple	mentation:	
Employment Period:	Date Start:				Date End:				No. of Da	ays:			
Type of Beneficiaries:													
No. of Female:		No. of PWDs:		No. of Se	nior Citizens:		Total No. of Be	neficiaries:					
Wage:		PPE:		Micro-Insi	urance:		Total Amount:			As of Date:		Fund Source:	
Status:			Issues/Cond	cerns:									
LIST OF BENEFICIAL	RIES												
ID Type/No.	LastN	FirstN	MiddleN	Sex	Birthdate	Age	w/ Disability	? Type?	Unit No.	Street No./Name	Barangay	City/Municipality	Province

# **ANNEX DD**

# CONSOLIDATED QUARTERLY PROGRESS REPORT FORM ON DILEEP

.E Regional Office No													
OLE Integrated Liveling	od Program												
						eneficiari	les		Proi	ect Cost		Fund Source	Г
lame & Nature of Project a mestprotessing non-reading, griger les production, etc.)	Harra of Proponent/ACP	Project Location (Barangay/Municipality/ Province, District)	Purpose of Project*	Type of Project	Total	Fermie	Type*	Total	ACP Equity	Amount Released	Date Released	Poster Solicity: Popular GAA, Sin Tox, DQLE AMP, DLB, SPF, others	
					<u> </u>		├	<u> </u>					Ц
	+	<del>                                     </del>		$\vdash$	<del>                                     </del>		$\vdash$	$\vdash$			<del></del>		⊢
											1	_	Т
	y sa Ating Olsptacod/Disadve			eneficiarie	:6	<u> </u>	Proi	iect Cost		Rand Source	ı	I	ì
farms & Nature of Project (Le dedogging of caret, debns dearing, besig repeir of	y sa Ating Displaced/Disadve  Kama of Proponent/ACP	Project Location (Barangay&unicipality)		eneficiarie Female	type*	Total	ACP	Ampunt	Date Date	Platse specify Proper GAA, Sn	Status*	Operational Issues	
arra & Nature of Project	<u> </u>	Project Location	6		Ī	Total		Ampunt	Date Released	Poste specie	Status		
arra & Nature of Project 1.4 dedogging of caret, debns cleaning, besig repeir of	<u> </u>	Project Location (Barangay&unicipality)	6		Ī	Total	ACP	Ampunt		Presentative Proper GAA, Sn Tex. OtherAMP,	Status <sup>4</sup>		
farms & Nature of Project (Le dedogging of caret, debns dearing, besig repeir of	<u> </u>	Project Location (Barangay&unicipality)	6		Ī	Total	ACP	Ampunt		Presentative Proper GAA, Sn Tex. OtherAMP,	Status*		
farms & Nature of Project (Le dedogging of caret, debns dearing, besig repeir of	<u> </u>	Project Location (Barangay&unicipality)	6		Ī	Total	ACP	Ampunt		Presentative Proper GAA, Sn Tex. OtherAMP,	Status*		
Harm & Nature of Project 0.4 okcooging of const datins clearing, bette ripper of infrastructures) 0.0025; 0.00	Name of Proponent/ACP	Project Location (Barangsyld unicipality) Province, District)	Total	Female	Ī	Total	ACP	Ampunt		Presentative Proper GAA, Sn Tex. OtherAMP,	Status*		
itatra & Nature of Project 0.4 occopying of carel, determ ofcarry, Let's inper of infrastructures)  https://doi.org/10.1006/10.0006/10	Name of ProponentiACP   Project Location (Barangayal unicipality) Province, District)	Total	Ferrole	Type*		ACP Equity	Amount Released	Released	Presentative Proper GAA, Sn Tex. OtherAMP,	Status <sup>d</sup>			

# **ANNEX EE**

# DILP PARTNERSHIP AND LINKAGE BUILDING FORM

	DOLE INTEGRAT	ED LIVELIHOOD PROGRAM PARTN	ERSHIP AND LINKA	GE BUILDING FORM	
ID NUMBER:					
PROJECT LOCATION					
Region:	Province:	Municipality/City:		District:	Barangay:
PROJECT DETAILS					
Name/Title of Project:			Nature of Project:		
Partne	r/Agency/Institution	Assistance/S	upport Services Pro	vided	Date of Assistance

Submit

# ANNEX FF

# ANNUAL LIVELIHOOD PROJECT STATUS FORM

		LIVELIHOOD P	PROJECT STATUS FO	ORM		
ID NUMBER:				Date Conducted:		
PROJECT LOCATION						
Region:	Province:	Municipality/City:	District:		Barangay:	
PROJECT DETAILS						
Name/Title of Project:		Nature of Project:		Length of Existence:		
No. of Workers (Previous):	Current:	Income (Previous):	Current:		Project Status:	
A Marketing Aspect						
Challenges/Issu	ies	Assistance/Suppo	rt Services Neede	d	Ag	gencies/Institutions Needed
B. Production Aspect						
Challenges/Issu	ies	Assistance/Suppo	rt Services Neede	d	Ag	gencies/Institutions Needed
					- 1	
C. Management Aspect						
Challenges/Issu	ies	Assistance/Suppo	rt Services Neede	d	Ag	gencies/Institutions Needed
D. Financial Aspect						
Challenges/Issu	ies	Assistance/Suppo	rt Services Neede	d	Ag	gencies/Institutions Needed

Submit

#### **ANNEX GG**

# **DILP SUMMARY FORM**

#### Bureau of Workers With Special Concerns

#### DOLE INTEGRATED LIVELIHOOD PROGRAM (DILP)

1st Quarter Accomplishment Report, Year 2016

		NO	. OF PRO	OJECTS	IMPLEM	ENTED			NO. OF BENEFICIARIES ASSISTED								DOLE GRANT					FUND SOURCE										
REGION	Form	mation	Enhan	cement	Restora	ation	OVERALL		Forma	tion			Enhan	cement	t			Restoration		OVERALL				OVERALL		BUB	DOLI	E-AMP Regular		DILP	Si	in Tax
	Direct Admi		Direct Admin	ACP	Direct Admin	ACP		Total	Female	PWD	Senior Citizen	Total	Female	PWD	Senior Citizen	Total	Female	PWD	Senior Citizen	TOTAL	Formation	Enhancement	Restoration	*****	Freq.	Amount	Freq.	Amount	Freq.	Amount	Freq.	Amount
PROVINCE																											200					
										02 Q										E STATE OF THE STA												
	9							Dige.			0.00		I ST			10						T. Maria										
TOTAL										.											P0.00	P0.00	P0.00	P0.00		P .		P -		р.		P -

#### Bureau of Workers With Special Concerns

#### DOLE INTEGRATED LIVELIHOOD PROGRAM (DILP)

Annual Accomplishment Report, Year 2017

		DILP														
REGION			Fo	rmation				Enhance	ment				F	Restoration		
HEGION		Individual		Group	TOTAL	Ir	ndividual		Group	TOTAL	Ind	lividual	100	Group	TOTAL	OVERALL TOTAL
	No.	Amount	No.	Amount	AMOUNT	No.	Amount	No.	Amount	AMOUNT	No.	Amount	No.	Amount	AMOUNT	
PROVINCE							es distance	12000			1000		1371.71			
TOTAL	-	P .	+-	р .	Р.		P .	-	P .	p .	+-	P .	-	р.	p .	P .

# **ANNEX HH**

# **TUPAD SUMMARY FORM**

#### Bureau of Workers With Special Concerns

#### DOLE EMERGENCY EMPLOYMENT PROGRAM / TULONG PANGHANAPBUHAY SA ATING DISADVANTAGED WORKERS

Annual Accomplishment Report, Year 2017

REGION	NO. OF PROJ	NO. OF BENEFICIARIES				TOTAL AMOUNT						FUND SOURCE												
	Direct Admin	ACP	Female	PWD	Senior Citizen		PROPOSED/APPROVED AC				ACTUAL	BUB		SPF		Sin Tax		DOLE-AMP Regular		K-12		T	TUPAD	
						Total	Wage	PPE	Micro-Insurance	Overall Total	Wage	Freq.	Amount	Freq.	Amount	Freq.	Amount	Freq.	Amount	Freq.	Amount	Freq.	Amour	
PROVINCE											Tripo ( )		7-6339			300								
TOTAL	0	0	0	0	0	0	₱0.00	₱0.00	₱0.00	₱0.00	₱0.00	0	₱0.00	0	₱0.00	0	₱0.00	0	₽0.00	0	₱0.00	0	₽0	