

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into by and between the following;

The **SOCIAL SECURITY SYSTEM**, a government-owned and controlled corporation, created under RA 1161 as amended by RA 8282, with principal office at the SSS Building, East Avenue, Quezon City, represented by its President and Chief Executive Officer, **EMILIO S. DE QUIROS, JR.**, hereinafter referred to as the **SSS**;

-and-

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, a government office existing under the laws of the Republic of the Philippines, with principal office at Muralla St., General Luna, Intramuros, Manila, represented herein by its Secretary, **ROSALINDA DIMAPILIS-BALDOZ** and herein referred to as the **DOLE**,

WITNESSETH: that -

WHEREAS, the SSS has been pursuing compliance of all employers with the provisions of its Charter, specifically on the coverage of all workers and employees for SSS membership and the payment of contributions on their behalf;

WHEREAS, the DOLE through its Regional Offices all over the country, is in charge of implementing regulatory measures to exact compliance of all employers with the appropriate labor standards law and to subject the violators to penalty after due administrative adjudication;

WHEREAS, part of the Order of the DOLE upon the finality of the administrative adjudication it conducts is to refer to the SSS the case where the DOLE finds non-coverage to the SSS of identified employee/s as committed by their specific employers;

WHEREAS, the SSS, in its case-build up investigation work, recognizes the importance of all access to information from the DOLE on its adjudged violators of Labor Standards laws and regulations, specifically information on those employers who have been found to have violated the SS law on non-coverage of its employee/s.

WHEREAS, the DOLE under its Department Order (DO) No. 107-10, has adopted a *Single Entry Approach* or "SEnA" which is an administrative approach to provide a speedy, impartial, inexpensive and accessible settlement procedure of all labor disputes or conflict to prevent them from ripening into full blown disputes.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree to cooperative undertaking as follows:

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SSS

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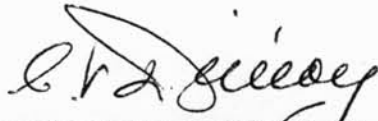
Obligations of the Parties:

1. DOLE shall provide the SSS with monthly summary of employees' SSS-related Requests For Assistance (RFA) of the Single Entry Approach (SEnA) Program under DOLE D.O. 107-10 and/or certified true copy of final and executory Order in all its Labor Standards Adjudication cases where there is a finding of non-coverage with the SSS or any violation of SSS Law such as, but not limited to under-reporting of wages and compensation resulting to underpayment of SSS contributions and reduction of corresponding benefit; non-remittance of monthly contributions or monthly amortizations deducted from employees, or refusal or failure to register with SSS for membership qualified employees;
2. DOLE shall likewise provide the SSS with the names, last known addresses and contact information of the employees/workers who have been adjudged rightful claimants in the final Order referred above or reported employer violations obtained through the SEnA Program;
3. SSS will designate all its Operations Group Heads, or their respective authorized representatives, to be in charge of coordinating with the DOLE Regional Directors within their respective areas of jurisdiction in accepting all the final and executory Orders of the latter's adjudicatory boards where there is conclusive findings of non-coverage with SSS and employees' SSS-related issues compiled under the SEnA Program;
4. The designated SSS Group Heads/Coordinators shall likewise be in charge of providing to their counterpart DOLE Regional Directors report on the action taken on each and every Employer involved in the Orders referred by the DOLE adjudicatory boards and SSS-related issues compiled under the SEnA Program;
5. DOLE agrees to allow the SSS to use any and all the records of the case referred under this Memorandum of Agreement, including but not limited to the Labor Compliance Inspection Reports, transcript, and evidence adduced during the DOLE adjudication hearings or other pertinent documents obtained through the SEnA Program;
6. This Agreement shall be effective upon its signing and remain valid unless terminated in writing by both the SSS and the DOLE through their respective agency heads.

IN WITNESS WHEREOF, the parties have hereunto set their hands this DEC 22 2015 in Quezon City, Philippines.

**SOCIAL SECURITY SYSTEM
(SSS)**

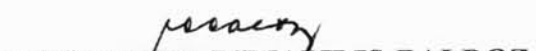
By:



EMILIO S. DE QUIROS, JR.
President and CEO

**DEPARTMENT OF LABOR
AND EMPLOYMENT
(DOLE)**

By:



ROSALINDA DIMAPILIS-BALDOZ
Department Secretary

SIGNED IN THE PRESENCE OF:

ALAN C. ORTIZ

ALVIN B. CURADA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY.) SS.

BEFORE ME, a Notary Public for and in the above jurisdiction on DEC 22 2015 day of _____ 2015, personally appeared the following, exhibiting to me their Competent Evidence of Identity.:

NAME	VALID ID/PLACE AND DATE ISSUED
EMILIO S. DE QUIROS, JR. (In his capacity as PCEO of the SSS)	Driver's License No. N16-74-034761 Quezon City/ September 22, 2014
ROSALINDA DIMAPILIS-BALDOZ (In her capacity as Secretary of the DOLE)	_____

known to me and to me known to be the same persons/officials who executed the foregoing instrument and they acknowledge to me that the same is their own free act and voluntary deed and that of the government entity represented in this instance

This Instrument, which refers to the Memorandum of Agreement between SSS and DOLE on Information Sharing consists of three (3) pages including this whereon the acknowledgment is written, signed by the parties on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first written above.

Doc. No. 494
Page No. 100
Book No. 27
Series of 2015.

Al Mayo C. Abad

AL MAYO C. ABAD
Notary Public for Quezon City Until Dec. 31, 2015
Administrative Matter No. NP-123 (2014-2015)
SSS Corporate Legal Department
4th Floor, SSS Bldg., East Ave. Diliman, Q.C. 1100
Attorney's Roll No. 40017 / IBP Life Member Roll No. 07874
PTR No. 0561243 C / 01-05-15 / Q.C.
MCLE Compliance No. IV-0003785

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