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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF LABOUR AND EMPLOYMENT
OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(the "DOLE")

AND

THE DEPARTMENT OF LABOUR and IMMIGRATION
OF THE GOVERNMENT OF MANITOBA, CANADA
("LIM")

CONCERNING: CO-OPERATION IN HUMAN RESOURCE DEPLOYMENT
AND DEVELOPMENT

WHEREAS the mandate of the DOLE is to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, maintain industrial peace, and manage the migration of Filipino workers for overseas employment;

WHEREAS the purpose of LIM is to protect workers through the enforcement of legislation governing employment standards, workplace health and safety, and employment service agencies, and to contribute to the economic and demographic growth of Manitoba through the implementation of provincial immigration, settlement, labour market and cultural integration strategies, programs and services;

WHEREAS the DOLE wishes to assist LIM in protecting workers and their families who migrate temporarily or permanently to Manitoba, and in the delivery of programs and services that contribute to their settlement and labour market success;

THEREFORE the DOLE and LIM (hereinafter jointly referred to as the "Participants") have reached the following understanding for their collaboration and cooperation in the exploration of opportunities for human resource deployment and development.

1. DEFINITIONS

- (a) In this Memorandum of Understanding ("MOU"), the following definitions apply:

"Employer" refers to an employer in Manitoba; or a person or agency licensed as an "employment agency" under the Manitoba *Employment Service Act* who acts on behalf of an employer in Manitoba, that has been approved to recruit under this MOU under a process established by LIM;

"Sending Agency" refers to a third-party recruitment agency in the Philippines that the DOLE has authorized or licensed to recruit and/or pre-screen Workers who choose to be employed in Manitoba and to facilitate the migration of those Workers to Manitoba, or where the Participants agree, the DOLE, in direct cooperation with the Government of Manitoba;

"Worker" refers to a Filipino national, whether residing within or temporarily outside the Philippines, who has signed or intends to sign an employment contract with an Employer with the objective to enter and work in Manitoba, either as a temporary foreign worker or as a permanent resident, but does not include Filipino nationals seeking to work in Manitoba as live-in caregivers or those already approved as Manitoba Provincial Nominees.

"POEA Exit Clearance" refers to the document issued to all Filipino workers processed at POEA, which comes in the form of either the Overseas Employment Certificate (OEC), E-receipt (electronic receipt), Multiple Travel Exit Clearance (MTEC) or OFW card. This document is presented on departure at the airport and exempts the worker from the payment of the Philippine travel tax and terminal fee.

- (b) Reference in this MOU to the DOLE shall, where appropriate, include its associated agencies:
- i. The Philippines Overseas Employment Administration;
 - ii. The Overseas Workers Welfare Administration;
 - iii. The Technical Skills and Development Authority; and
 - iv. The Professional Regulation Commission.

2. PURPOSE

- (a) The purpose of this MOU is to clarify and articulate the Participants' current intentions to promote and strengthen areas of co-operation in the fields of labour, employment and human resource development and employment.
- (b) The Participants intend to work together to enable Workers to enter Manitoba under a process that is effective and clearly communicated to Employers and Workers.
- (c) This MOU is not intended to be legally binding.

3. COOPERATION PRIORITIES

- (a) In facilitating this MOU, each of the Participants will make reasonable efforts to ensure the orderly, ethical recruitment and migration of Workers to Employers.
- (b) The Participants will regularly determine their shared priorities for collaboration and cooperation. This may include, but is not limited to, initiatives to:
 - I. ensure that the need of Employers for Workers with the appropriate skills are met through training and credential recognition activities;
 - II. expedite the approval of selected individuals for employment opportunities in Manitoba, including efforts to support the work of the Canadian visa office in Manila in its processing of Workers' work permits and visas;
 - III. promote sound, ethical and equitable recruitment and employment practices;
 - IV. share information to support initiatives, subject to privacy laws of the Participants; and ;
 - V. on prior agreement, explore a role for the International Organization of Migration to support the foregoing initiatives.
- (c) The Participants will confirm, in writing, their shared priorities for collaboration and cooperation through the Deputy Minister of LIM and the Undersecretary of Labor and Employment of the Government of the Republic of the Philippines. Once accepted by both Participants, the shared priorities will form an Annex to this MOU.
- (d) In pursuing shared priorities for collaboration and cooperation, the Participants will act in compliance with their respective laws and regulations including, but not limited to, on the part of Manitoba, *The Employment Standards Code, Employment Services Act, and Workplace, Safety and Health Act* and on the part of the Philippines *the Philippine Labour Code* as amended by R.A. 8042 and implemented by the 2002 Philippines Overseas Employment Administration (POEA) *Rules and Regulations Governing the Recruitment and Employment of Land-based Overseas Workers on the part of the Philippines*, as such legislation may be amended from time to time.

4. EXCHANGE OF INFORMATION CONCERNING EMPLOYERS AND SENDING AGENCIES

- (a) LIM and DOLE will cooperate to facilitate linkages between registered Manitoba Employers and approved Sending Agencies through processes which ensure that all participants are informed concerning the specific occupations required by those Employers and any contractual arrangements formalized between Employers and Sending Agencies prior to the recruitment of Workers.
- (b) LIM will, on a regular basis, notify the DOLE of Employers qualified under a process approved by LIM to recruit and employ Workers under this MOU.
- (c) The DOLE will regularly provide LIM with a list of the Sending Agencies licensed or authorized by the DOLE to recruit Workers under this MOU.
- (d) The Participants intend that the Employers will communicate directly with the Sending Agencies regarding deployment of Workers to Manitoba.

5. RECRUITMENT AND SELECTION OF WORKERS

- (a) The DOLE will register and accredit the Employers to recruit and hire Workers.
- (b) The Sending Agencies will provide the Employers with the names and information on the relevant skill, experience and qualifications of pre-qualified Filipino nationals who wish to be employed as Workers and meet the requirements listed in subsection (e) below.
- (c) The Employers may select qualified Workers and provide the names of those Workers to the Sending Agencies. These Workers will then apply for Canadian work permits and/or for nomination through the Manitoba Provincial Nominee Program.
- (d) The DOLE acknowledges that while the Government of Manitoba has an agreement with the Government of Canada with respect to provincial nomination for permanent residence, the Government of Canada retains final authority to determine applications for permanent residence and full authority over applications for temporary work permits. The Government of Canada has final authority to determine applications for temporary and permanent residence in Canada, including establishing policies, criteria and requirements and responsibility for processing operations and policies.

- (e) In order to pre-screen Workers before they apply for visas and work permits, the Participants will require that Workers referred to in the subsection (c):
- (i) pass the medical health examination required by Citizenship and Immigration Canada for admissibility to Canada as a temporary or permanent resident, as applicable;
 - (ii) do not have a criminal record;
 - (iii) do not have an outstanding custody or divorce dispute that might render them ineligible to become a temporary or permanent resident of Canada;
 - (iv) have satisfactory English language competency as measured by a testing system determined by LIM; and
 - (v) have the skills and knowledge sought by Employers.
- (f) The DOLE, through the Sending Agencies, will develop mechanisms to facilitate the deployment of qualified Workers.
- (g) This section does not prohibit employers in Manitoba from selecting and hiring Filipino nationals without using the arrangements or structures developed under this MOU, provided that recruitment and hiring are conducted pursuant to the Philippine Labour Code. This section likewise does not preclude hiring between the Participants' respective governments.
- (h) The recruitment of Filipino temporary workers outside the Philippines shall be coursed through the nearest Philippine Overseas Labour Office (POLO).

6. COST OF RECRUITMENT OF WORKERS

The Participants intend that Employers will cover the costs related to hiring of Workers. Employers and Sending Agencies must not request, charge or receive, directly or indirectly, any payment from a person seeking employment in Manitoba, which contravenes *The Employment Standards Code* and/or *The Employment Services Act*.

7. OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS

- (a) The DOLE will require the Sending Agencies to conduct a mandatory orientation for Workers concerning the contents of the employment contract or written offer of employment sent by Employers to the Workers to ensure that the Workers have a clear understanding of the terms of their employment.

- (b) The DOLE will require the Sending Agencies to provide the Workers with a copy of the employment contract or written offer of employment. This employment contract will comply with *The Employment Standards Code*, *The Employment Services Act* and any terms and conditions set by the Government of the Province of Manitoba and the Department of Labour of Employment of the Republic of the Philippines applicable to the recruitment of temporary foreign workers to Manitoba.
- (c) LIM will provide the Dole specific orientation information that highlights the attributes of living and working in Manitoba including information on workers' rights and benefits under provincial legislation.
- (d) The DOLE will issue a POEA Exit Clearance for a Worker based on confirmation from the Employer of that Worker without requiring an original individual verified employment contract for that Worker.

8. PROTECTION OF WORKERS

The Participants intend to allow the Philippine Overseas Labour Office concerned in Canada to monitor Workers recruited under this MOU with the view to ensuring the protection and welfare of Workers under applicable Canadian and Manitoba laws.

9. HUMAN RESOURCE DEVELOPMENT

- a) Both Participants will explore projects to sustain and promote human resource development in the Philippines. These will be identified as Cooperation Priorities, as described in Section B, and the Working Committee referenced in Section 10 will work to ensure that the implementation of these projects is guided by the principle that both Participants will see mutual benefit from the operation of these projects.
- b) LIM shall encourage support and assistance to the Philippines to improve labour market training in the Philippines accessible to workers migrating to Manitoba as well as those working in the Philippines, including returning overseas Filipino workers as far as practicable in a manner similar to the programs and policy directions established by the Government of the Philippines.

10. WORKING COMMITTEE

The Participants will establish a Working Committee to coordinate activities on their shared priorities. The Working Committee will be comprised of representatives from the Philippines and Manitoba, who will articulate clear terms of reference including the membership of the group, timing and location of meetings, and appropriate mechanisms for reviewing the progress of cooperative activities.

11. COSTS

Unless otherwise agreed, each Participant will bear the costs resulting from its own participation in activities carried out in the furtherance of the objectives of this MOU. Nothing in this MOU will be construed as establishing a binding legal obligation to provide funds, goods, or services including funding, goods or services for a particular project within the areas of collaboration in Section 3 above. Funding for any project arising from participation in this MOU may be the subject of a future arrangement.

12. EFFECTIVE DATE, AMENDMENT AND TERMINATION

- (a) This MOU will come into effect on the date it is signed by the Participants and will remain in effect for a period of two (2) years from that date.
- (b) The MOU may be amended with the mutual written consent of the participants. Any such amendments will come into effect on the date determined by the participants.
- (c) In keeping with the purpose and scope of this MOU, each of the Participants will be open and transparent concerning their intention to enter into similar agreements with other jurisdictions respecting human resource development and deployment and will provide, at the other Participant's request, such other agreements made for that purpose.
- (d) During the term of this MOU, if a Participant concludes a similar agreement respecting human resource development and deployment with another jurisdiction, and if any provision of such agreement is more favourable to that third jurisdiction than what was negotiated in this MOU, the Participant which made a more recent agreement with a third jurisdiction agrees to give good faith consideration to amending this MOU in order to afford similar treatment to the other Participant, if requested by that other Participant.
- (e) Either Participant may notify the other in writing of its intent to terminate this MOU at least thirty (30) days in advance of such termination.

13. PRIVACY

Each Participant will comply with any applicable privacy legislation in their jurisdiction regarding any personal information they receive about individuals from the other Participant pursuant to this MOU. This provision will survive the expiration or termination of this MOU.

14. CONFIDENTIALITY of SENSITIVE INFORMATION THAT IS NOT PERSONAL INFORMATION

In addition to each Participant's responsibility to comply with any privacy legislation in its jurisdiction under section 3(b)(iv) and section 13, regarding sensitive information other than personal information, neither Participant will disclose any information or documents which comes to its knowledge or into its possession by reason of this MOU which the other Party has explicitly or implicitly indicated is being provided in confidence, and each Participant will treat confidentially all such information, documents or writing by the other Participant unless otherwise required pursuant to a judicial or legislative authority to which the respective Participant is subject. This provision will survive expiration or termination of this MOU.

15 NOTICE

Any notice under this MOU may be sent to the Participants as follows:

Ben Rempel
Assistant Deputy Minister
Manitoba Labour and Immigration
9 – 213 Notre Dame Ave
Winnipeg, Manitoba, Canada
R3B 1N3
Phone: 204 945 8310
Fax: 204 948 2882
E-mail: Ben.Rempel@gov.mb.ca

Francisco B. Luna
Labor Attaché II
Philippine Overseas Labor Office
801-161 Eglinton Ave. East
Toronto, ON M4P1J5
Phone: 416 975 8252
Fax: 416 975 8271
E-mail: polotr@bellnet.ca

For the Philippines:

Signed in duplicate, at Manila, Philippines this 8th day of February, 2008.



THE HONOURABLE ARTURO D. BRION
SECRETARY OF LABOR AND EMPLOYMENT
REPUBLIC OF THE PHILIPPINES

For the Government of the Republic of
the Philippines



THE HONOURABLE GARY DOER
PREMIER
PROVINCE OF MANITOBA, CANADA

For the Government of the Province of
Manitoba, Canada

ANNEX

PRIORITIES FOR COLLABORATION AND COOPERATION

Pursuant to the MOU, the Participants confirm the following shared priorities for cooperation and collaboration in the first year of the MOU:

A. Qualifications Recognition

The Participants will support initiatives and co-operate with each other and the appropriate educational and credential issuing authorities to establish training and education programs in the Philippines that meet the requirements and standards necessary for entry into specific occupations in Manitoba and that will improve the education and training opportunities in the Philippines.

B. Facilitating Expedited Processing of Applications for Work Permits and Visas

The Participants will support initiatives and co-operate with each other, the Sending Agencies and other appropriate organizations to develop mechanisms that will facilitate the work of the visa office at the Canadian Embassy in Manila to process work permit and visa applications for Workers.

The Participants aim to support expedited processing of Workers by the visa office while concurrently assisting and improving the effectiveness of the visa office in fulfilling its mandate to select and determine the admissibility of foreign nationals for temporary or permanent residence in Canada.



BRITISH
COLUMBIA



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MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF LABOUR AND EMPLOYMENT OF THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES (hereinafter referred to as the "DOLE")
AND
THE MINISTRY OF ECONOMIC DEVELOPMENT OF THE GOVERNMENT OF
BRITISH COLUMBIA, CANADA (hereinafter referred to as "ECDV")
CONCERNING CO-OPERATION IN HUMAN RESOURCE DEPLOYMENT AND
DEVELOPMENT

WHEREAS the mandate of the DOLE is to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, maintain industrial peace, and manage the migration of Filipino workers for overseas employment;

WHEREAS the purpose of ECDV is to build a strong provincial economy that supports job creation and maximizes economic opportunities for British Columbians;

WHEREAS the DOLE wishes to assist ECDV in addressing the human resource needs that exist in light of skills and labour shortages in British Columbia;

THEREFORE the DOLE and ECDV (hereinafter jointly referred to as the "Participants") have reached the following understanding for their collaboration and cooperation in the exploration of opportunities for labour and human resource deployment and development.

1. DEFINITIONS

(a) In this Memorandum of Understanding ("MOU"), the following definitions apply:

"Employer" refers to an employer in British Columbia, or a person or agency licensed as an "employment agency" under the British Columbia *Employment Standards Act*, who acts on behalf of an employer in British Columbia, that has been approved to recruit under this MOU under a process established by ECDV;

"Sending Agency" refers to a private recruitment agency in the Philippines that the DOLE has authorized or licensed to recruit and select Workers who want to be employed in British Columbia and to send those Workers to British Columbia or where the Participants agree, the DOLE or any of its deployment agencies; and

"Worker" refers to a Filipino national, whether residing within or outside the Philippines, who has signed or intends to sign an employment contract with an Employer with the objective to enter and work in British Columbia, either as a temporary foreign worker or as permanent resident, but does not include Filipino nationals seeking to work in British Columbia as live-in caregivers.

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(b) Reference in this MOU to the DOLE shall, where appropriate, include its attached agencies, including:

- (i) The Philippines Overseas Employment Administration;
- (ii) The Overseas Workers Welfare Administration;
- (iii) The Technical Skills and Development Authority; and
- (iv) The Professional Regulation Commission.

2. PURPOSE

- (a) The purpose of this MOU is to clarify and articulate the Participants' current intentions to promote and strengthen areas of co-operation in the fields of labour, employment and human resource deployment and development.
- (b) The Participants intend to work together to enable Filipino workers, residing within or outside the Philippines, to enter British Columbia under a process that is effective and clearly communicated to Employers and Workers.
- (c) This MOU is not intended to be legally binding.

3. COOPERATION PRIORITIES

- (a) In facilitating this MOU, each of the Participants will make reasonable efforts to ensure the orderly ethical recruitment and deployment of Workers to Employers.
- (b) The Participants will regularly determine their shared priorities for collaboration and cooperation. This may include, but is not limited to, initiatives to:
 - (i) ensure that the need of Employers for Workers with the appropriate skills are met through training and credential recognition activities;
 - (ii) expedite the approval of selected individuals for employment opportunities in British Columbia, including efforts to support the work of the Canadian visa office in Manila in its processing of Workers' work permits and visas;
 - (iii) promote sound, ethical and equitable recruitment and employment practices; and
 - (iv) share information to support initiatives, subject to privacy laws of the Participants.
- (c) The Participants will confirm in writing their shared priorities for collaboration and cooperation through the Deputy Minister of ECDV and the Undersecretary of Labor and Employment of the Government of the Republic of the Philippines. Once accepted by both Participants, the shared priorities will form an Annex to this MOU.
- (d) In pursuing shared priorities for collaboration and cooperation, the Participants will act in compliance with their respective laws and regulations including, but not limited to, on the part of British Columbia the *Employment Standards Act*, and on the part of the Philippines the Philippine Labour Code, as amended, R.A. 8042, and implemented by the 2002 Philippines Overseas Employment Administration (POEA) Rules and Regulations Governing the Recruitment and Employment of Land-based Overseas Workers.

4. EXCHANGE OF INFORMATION CONCERNING EMPLOYERS AND SENDING AGENCIES

- (a) ECDV will, either directly or through third parties approved by ECDV, on a regular basis notify the DOLE of the occupations in which Workers may be employed by Employers and of the approximate number of Workers which British Columbia requires. The DOLE will, in turn, provide this information to the Sending Agencies by way of advisories.
- (b) ECDV, either directly or through third parties approved by ECDV, will on a regular basis notify the DOLE of employers qualified under a process approved by ECDV to recruit and employ Workers under this MOU.
- (c) The DOLE will regularly provide ECDV with a list of the Sending Agencies licensed by the DOLE to recruit Workers under this MOU.
- (d) The Participants intend that the Employers will communicate directly with the Sending Agencies regarding deployment of Workers to British Columbia.

5. RECRUITMENT AND SELECTION OF WORKERS

- (a) The DOLE will register and accredit the Employers to recruit and hire Workers.
- (b) The Sending Agencies will provide the Employers with the names and information on the relevant skill, experience and qualifications of pre-qualified Filipino nationals who wish to be employed as Workers and meet the requirements listed in subsection (e) below.
- (c) The Employers may select qualified Workers and provide the names of those Workers to the Sending Agencies. These Workers will then apply for Canadian work permits or for nomination for permanent residence through the British Columbia Provincial Nominee Program.
- (d) The DOLE acknowledges that while the Government of British Columbia has an agreement with the Government of Canada with respect to provincial nomination for permanent residence, the Government of Canada retains final authority to determine applications for permanent residence and full authority over applications for temporary work permits. The Government of Canada has final authority to determine applications for temporary and permanent residence in Canada, including establishing policies, criteria and requirements and responsibility for processing operations and policies.
- (e) In order to pre-screen Workers before they apply for visas and work permits, the Participants will require that Workers referred to in the subsection (c):
 - (i) pass the medical health examination required by Citizenship and Immigration Canada for admissibility to Canada as a temporary or permanent resident, as applicable;
 - (ii) not have a criminal record;
 - (iii) not have an outstanding custody or divorce dispute that might render them ineligible to become a temporary or permanent resident of Canada;
 - (iv) have satisfactory English language competency as measured by a testing system agreed upon by the Participants; and
 - (v) have the skills and knowledge sought by Employers.
- (f) The DOLE, through the Sending Agencies, will develop mechanisms to facilitate the deployment of qualified Workers.
- (g) This section does not prohibit employers in British Columbia from selecting and hiring Filipino nationals without using the arrangements or structures developed under this MOU, provided that recruitment and hiring are conducted pursuant to the Philippine Labour Code. This section likewise does not preclude hiring between the Participants' respective governments.
- (h) The recruitment of Filipino workers outside the Philippines shall be coursed through the nearest Philippine Overseas Labour Office (POLO).

6. COSTS OF RECRUITMENT OF WORKERS

The Participants intend that Employers shall pay the costs related to hiring of Workers. Employers and Sending Agencies must not request, charge or receive, directly or indirectly, any payment from a person seeking employment in British Columbia which contravenes the British Columbia *Employment Standards Act*.

7. OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS

- (a) The DOLE will require the Sending Agencies to conduct a mandatory orientation for Workers concerning the contents of the employment contract or written offer of employment sent by Employers to the Workers to ensure that the Workers have a clear understanding of the terms of their employment.
- (b) The DOLE will require the Sending Agencies to provide the Workers with a copy of the employment contract or written offer of employment. This employment contract will contain the minimum employment standards set by the DOLE and by the Government of the Province of British Columbia applicable to employment in British Columbia.

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- (c) ECDV will provide the DOLE specific orientation information that highlights the attributes of living and working in British Columbia including information on workers' rights and benefits under provincial labour legislation.
- (d) The DOLE will issue an Overseas Employment Certificate for a Worker based on confirmation from the Employer of that Worker without requiring an original individual verified employment contract for that Worker.

8. PROTECTION OF WORKERS

The Participants intend to allow the Philippine Overseas Labour Office in Toronto to monitor Workers recruited under this MOU with the view to ensuring the protection and welfare of Workers under applicable Canadian and British Columbia laws.

9. HUMAN RESOURCE DEVELOPMENT

- (a) Both Participants will explore projects to sustain and promote human resource development in the Philippines. These will be identified as Cooperation Priorities, as described in Section 3, and the Working Committee will work to ensure that the implementation of these projects is guided by the principle that both Participants will see mutual benefit from the operation of these projects.
- (b) The initiatives referred to in subsection 9(a) shall, as far as practicable, be along the lines of the programs and policy directions established by the Government of the Philippines.
- (c) ECDV shall encourage support and assistance to the Philippines to improve the education and training of Philippine youth and to enhance the reintegration of returning overseas Filipino workers along the lines of programs and policy directions established by the Government of the Philippines.

10. WORKING COMMITTEE

The Participants will establish a Working Committee to coordinate activities on their shared priorities. The Working Committee will be composed of three representatives from each Participant, one of whom will be identified as the senior official for each participant. The Participants intend to hold Working Committee meetings each year, alternately in the Philippines and in British Columbia, to review the progress of cooperative activities.

11. COSTS

Unless otherwise decided, each Participant will bear the costs resulting from its own participation in activities carried out in the furtherance of the objectives of this MOU. Nothing in this MOU will be construed as establishing a binding legal obligation to provide funds, goods, or services for a particular project within the areas of collaboration in Section 3 above. Funding for any project arising from participation in this MOU may be the subject of a future arrangement.

12. EFFECTIVE DATE, AMENDMENT AND TERMINATION

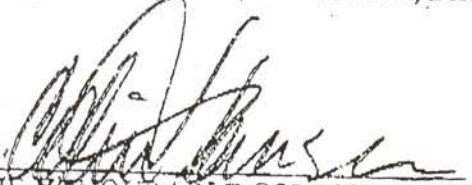
- (a) This MOU will come into effect on the date it is signed by the Participants and will remain in effect for a period of two (2) years from that date.
- (b) The MOU may be amended with the mutual written consent of the Participants. Any such amendments will come into effect on the date determined by the Participants.
- (c) In keeping with the purpose and scope of this MOU, each of the Participants will be open and transparent concerning their intention to enter into similar agreements with other jurisdictions respecting human resource development and deployment and will provide, at the other Participant's request, such other agreements made for that purpose.

- (d) During the term of this MOU, if a Participant concludes a similar agreement respecting human resource development and deployment with another jurisdiction, and if any provision of such agreement is more favourable to that third jurisdiction than what was negotiated in this MOU, the Participant which made a more recent agreement with a third jurisdiction agrees to amend this MOU in order to afford similar treatment to the other Participant, if requested by that other Participant.
- (e) Either Participant may notify the other in writing of its intent to terminate this MOU at least thirty (30) days in advance of such termination.

13. CONFIDENTIALITY

Unless otherwise required pursuant to a judicial or legislative authority to which the respective Participant is subject, neither Participant will disclose, nor authorize or permit disclosure, to any person or corporation at any time, now or in the future, any information or documents of any kind or other matter or thing which comes to its knowledge or into its possession by reason of this MOU, and will treat confidentially all such information, documents or writing by the other Participant. This provision will survive expiry or termination of this MOU.

Signed in duplicate, at Vancouver, British Columbia, Canada, this 29th day of January, 2008.



THE HONOURABLE COLIN HANSEN
MINISTER OF ECONOMIC
DEVELOPMENT
PROVINCE OF BRITISH COLUMBIA
For The Ministry of Economic Development of
The Government of British Columbia, Canada



THE HONOURABLE ARTURO D. BRION
SECRETARY OF LABOUR AND
EMPLOYMENT REPUBLIC OF THE
PHILIPPINES
For The Department of Labour and
Employment of The Government of
The Republic of The Philippines

ANNEX

PRIORITIES FOR COLLABORATION AND COOPERATION

Pursuant to the MOU, the Participants confirm the following shared priorities for cooperation and collaboration in the first year of the MOU:

A. Qualification Recognition

The Participants will support initiatives and co-operate with each other and the appropriate educational and credential issuing authorities to establish training and education programs in the Philippines that meet the requirements and standards necessary for entry into specific occupations in British Columbia and that will improve the education and training opportunities in the Philippines.

B. Facilitating Expedited Processing of Applications for Work Permits and Visas

The Participants will support initiatives and co-operate with each other, the Sending Agencies and other appropriate organizations to develop mechanisms that will facilitate the work of the visa office at the Canadian Embassy in Manila to process work permit and visa applications for Workers.

The Participants aim to support expedited processing of Workers by the visa office while concurrently assisting and improving the effectiveness of the visa office in fulfilling its mandate to select and determine the admissibility of foreign nationals for temporary or permanent residence in Canada.

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MEMORANDUM OF UNDERSTANDING

Between

THE DEPARTMENT OF LABOUR AND EMPLOYMENT
OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
(hereinafter referred to as the "DOLE")

And

HER MAJESTY THE QUEEN in the Right of the Province of Saskatchewan as
represented by the Minister Responsible for Immigration and the Minister of Advanced
Education and Employment (hereinafter referred to as "AEE")

Concerning

Cooperation in the Fields of Labour, Employment
and Human Resource Development

INTRODUCTION

DOLE, being the Department of Labour and Employment of the Government of the Republic of the Philippines, and AEE, through the Department of Advanced Education and Employment of the Government of the Province of Saskatchewan of Canada, hereinafter jointly referred to as the "Participants";

Aiming to strengthen the existing bonds of friendship between the governments and peoples of both countries;

Desiring to find solutions to their labour and human resource problems, pursuant to the laws and regulation in force in their respective countries;

Have reached the following understanding:

A. PURPOSE

- (1) The Participants accept that this MOU is entered into with the view to clarify and articulate their respective current intentions to promote and strengthen areas of cooperation in the fields of labour, employment and human resource development.

- (2) The Participants intend to work collectively for Filipino workers to work in, and/or immigrate to Saskatchewan under a process that is effective and clearly communicated to Saskatchewan employers and workers.
- (3) This MOU is not intended to be legally binding.

B. DEFINITIONS

In this Memorandum of Understanding (MOU), the following definitions apply:

“Employer” refers to a Saskatchewan business or employer or a person who acts on behalf of the business or employer, which notifies AEE of its intention to employ foreign nationals from the Philippines who will apply to the SINP.

“Worker” refers to a Filipino national who has signed or intends to sign an employment contract with an employer to work in, and/or immigrate to, Saskatchewan under the SINP.

“Sending agency” refers to a private recruitment agency in the Philippines that has the DOLE authority or license to recruit, select and send workers who want to be employed in Saskatchewan and immigrate under the SINP.

C. COMMITMENTS OF BOTH PARTICIPANTS

In facilitating this MOU, both Participants accept that they will ensure the orderly recruitment and deployment of Filipino workers to qualified employers in Saskatchewan, Canada.

DOLE acknowledges that while AEE have a working protocol agreement with the Government of Canada with respect to immigrant nominations, under Canadian law, Canada retains the authority to make final immigration decisions.

D. PARTICIPATION OF EMPLOYERS AND SENDING AGENCIES

- (1) AEE will notify the DOLE annually of the types of occupation in which workers may be employed by employers and of the approximate number of workers which Saskatchewan requires. The DOLE will in turn provide this information to the sending agencies through advisories.
- (2) AEE will advise the DOLE of employers approved under the SINP to employ workers under this MOU. On the other hand, the DOLE will provide AEE the list of sending agencies licensed by DOLE.

- (3) The employer and the sending agencies will negotiate directly on the servicing of the manpower requests for Saskatchewan.
- (4) The Participants intend that once potential workers are approved by AEE, employers will communicate directly with the sending agencies regarding their deployment.

E. RECRUITMENT AND SELECTION OF WORKERS

- (1) The DOLE will register/accredit the employers who will hire Filipino workers under the SINP.
- (2) The sending agencies will provide the employers the names of pre-qualified Filipino workers who wish to be employed in Saskatchewan.
- (3) The employer will recruit only through sending agencies duly licensed by the DOLE and AEE will seek to fully communicate this arrangement with and enforce it among employers.
- (4) The employer will select qualified workers and provide names to the sending agencies and AEE will facilitate the issuance of visas.
- (5) The selected workers will satisfy the following conditions:
 - (a) Persons who have passed a health examination determined by the Department of Citizenship and Immigration of Canada;
 - (b) Persons who have no criminal record.
 - (c) Persons who do not have outstanding custody or divorce disputes that may make them ineligible to immigrate to Canada;
 - (d) Persons with English language competency as measured by a testing system mutually agreed upon by both Participants; and
 - (e) Persons who have the skills and knowledge sought by employers.
- (6) The DOLE, through the sending agencies, will facilitate the deployment of qualified workers.

F. OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS

The DOLE will require the sending agencies to conduct a mandatory orientation for workers on the contents of the employment contract or written offer of employment sent by the employer to the workers to ensure their clear understanding of the terms of

employment. The sending agencies will provide the workers a copy of the employment contract or written offer of employment. The employment contract will contain the minimum employment standards set by the DOLE and AEE.

G. TRAINING OF WORKERS

The DOLE will require that sending agencies conduct training and adaptation seminars for workers, as prescribed by the Participants and the employers.

H. PROTECTION OF WORKERS

- (1) The Philippine Consulate General in Toronto, Canada, will monitor all workers recruited under the SINP with the view of ensuring their protection and welfare under the terms of applicable Canadian and Saskatchewan laws.
- (2) AEE will not nominate future workers for any employer found to have failed to observe the terms and conditions of an employment contract.

I. MECHANISM FOR THE MUTUAL DEVELOPMENT OF HUMAN RESOURCES

- (1) Both participants will support initiatives to sustain and promote human resource development in the Philippines.
- (2) The support will be made through contributions or donations sought from Saskatchewan companies employing workers under this MOU, on the following conditions:
 - (a) That the funds be used to improve the education and training of youth in the Philippines pursuant to programs and policy directions established by the Government of the Philippines;
 - (b) That the administrator of the funds will provide such audits or other reports that AEE may request with the use made of such funds; and
 - (c) That the DOLE will cooperate with AEE in obtaining such audits and reports.

J. JOINT CONSULTATIVE COMMITTEE

The Participants will form a Joint Consultative Committee composed of two (2) representatives from each side to review the implementation of this MOU, annually or as necessary, including issues and concerns, and recommend the necessary improvements for their mutual benefit.

K. EFFECTIVE DATE AND TERMINATION

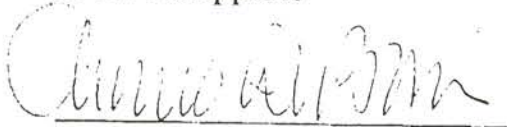
- (1) This MOU will come into effect on the date of its signing by the Participants and will remain in effect for a period of two (2) years. This MOU will be automatically renewed for a two-year period, unless one of the Participants notifies the other in writing before the expiration of the first two years of its intention to terminate or renegotiate the MOU.
- (2) Either of the Participants may terminate this MOU at any time to take effect sixty (60) days from receipt of the notice by the other Participant.

L. REVISIONS TO THIS MOU

Either Participant may request in writing, through the Philippine Consulate General in Toronto, Canada, a revision or amendment of this MOU. Any revision or amendment accepted by both Participants will form part of this MOU.

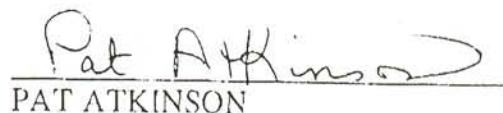
SIGNED IN DUPLICATE in the Province of Saskatchewan, Canada, this
_____ day of _____, 2006

For the Department of
Labour and Employment of the
Government of the Republic
of the Philippines



ARTURO D. BRION
Secretary of Labour and Employment

For the Department of
Advanced Education and
Employment of the Province
of Saskatchewan of Canada



PAT ATKINSON
Minister of Advanced Education and
Employment
Minister Responsible for Immigration