



CONSULATE GENERAL OF THE REPUBLIC OF THE PHILIPPINES
VANCOUVER

COPY

22 March 2022

Dear Minister Pillai,

I have the honor to refer to the successful virtual signing of the *Memorandum of Understanding (MOU) between the Republic of the Philippines and the Government of Yukon on the Employment and Protection of Filipinos under the Yukon Nominee Program*, which was held simultaneously at the Philippine Consulates General in Vancouver and New York last week. Allow me to reiterate, on behalf of the Philippine government, our heartfelt appreciation to you for taking time to visit the Consulate for this momentous occasion.

Pursuant to our arrangement, I am pleased to transmit the original MOU (Yukon alternat) signed by Secretary of Labor and Employment Silvestre H. Bello III in New York, for your signature and safekeeping.

I wish to inform you that the original MOU that you signed on 18 March has already been transmitted to the Philippines for the signature of Secretary Bello. In addition, preparations for the MOU's ratification for its entry into force have been requested to be initiated in the Philippines and official notification regarding this matter will be communicated to your office soon. In the meantime, I would appreciate receiving a copy of the fully signed MOU (Yukon alternat) for our records. An electronic copy of the fully signed MOU (Philippine alternat) will likewise be transmitted to your office as soon as it becomes available.

I look forward to working with you again on matters of mutual interests.

Sincerely,


MARIA ANDRELITA S. AUSTRIA
Consul General

The Honorable Ranj Pillai
Yukon Legislative Assembly
Box 2703, Whitehorse, Yukon
Canada Y1A 2C6

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF YUKON AND THE REPUBLIC OF THE
PHILIPPINES ON THE EMPLOYMENT AND PROTECTION OF FILIPINOS UNDER
THE YUKON NOMINEE PROGRAM**

The Government of the Republic of the Philippines, represented by the Secretary of Labor and Employment (DOLE), hereinafter referred to as the "Philippines" or the "First Participant" and the Government of Yukon, Canada represented by the Minister of Economic Development, hereinafter referred to as the "Government of Yukon" or "Second Participant";

Desiring to promote compliance with the principles of international conventions concerning the fundamental rights of women, migrants and workers and consistent with the common vision to implement the 2019 Joint Communique signed between the Philippines and the Yukon; and

Desiring to enhance cooperation in the protection, recruitment and deployment of Filipino workers in Yukon in a manner that recognizes the interests of both governments, and ensures both workers and employers benefit, the Participants have decided as follows:

**Paragraph 1
PURPOSE**

1. To clarify and articulate the Participants' intention to facilitate the deployment of Filipino workers under the Yukon Nominee Program (YNP); and
2. To work together to facilitate Filipino workers' entry to Yukon and to provide certainty about the application process for participants in the YNP.

**Paragraph 2
EXISTING AGREEMENTS**

The First Participant acknowledges that the Government of Canada has final authority to determine applications for temporary and permanent residence in Canada, including through establishing policies, criteria, requirements and responsibility for processing operations and policies.

The Second Participant has an agreement with the Government of Canada, the *Agreement for Canada-Yukon Co-Operation on Immigration*, through which the Second Participant has authority to operate a number of immigration related programs, including the YNP.

Paragraph 3
AREAS OF COOPERATION

Under this Memorandum of Understanding (MOU), the Participants agree to cooperate on the following:

1. The Philippines will exempt Filipino workers coming to Yukon through the YNP from fees that would otherwise apply to Filipino Temporary Foreign Workers;
2. The Philippines will develop a Pre-Departure Orientation Program specific to the YNP;
3. The Government of Yukon will provide inputs to the Philippines in developing its Pre-Departure Orientation Program specifically for those leaving under the YNP;
4. The Participants will collaborate to resolve any issues arising from the administration of any provision in this MOU; and
5. The Participants will hold further discussions as needed to improve labour mobility under this MOU.

Paragraph 4
IMPLEMENTING BODIES

1. The Philippine Overseas Employment Administration (POEA), as an attached agency of the Department of Labour and Employment of the Government of the Republic of the Philippines, is the primary agency responsible for the issuance of the Overseas Employment Certificate for Filipino workers coming to Yukon under the YNP.
2. The Government of Yukon's Department of Economic Development administers the YNP.
3. The POEA and the Government of Yukon's Department of Economic Development will be the bodies authorized by the Participants to implement this MOU.
4. Both entities will work, within their respective jurisdictions, to ensure that the recruitment and employment of Filipino workers coming to Yukon under the YNP complies with the relevant laws and regulations of their respective jurisdictions, including those regarding the protection of workers.

Paragraph 5
RESPONSIBILITIES OF THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

The First Participant will:

1. Ensure that the Filipino nominees to be deployed under the YNP have the qualifications required under the YNP to perform work for which they are being nominated under the YNP;
2. Exempt Filipino Yukon nominees from any fees that would otherwise be applied to Filipino Temporary Foreign Workers; and
3. Maintain a pre-screened and vetted pool of qualified Filipino workers to perform the work for which they are being employed under the YNP.
 - a. Yukon employers will be provided a list of qualified and vetted prospective applicant nominees from the Philippines' pre-screened and vetted pool.
 - b. Alternatively, Yukon employers may advise their preferred nominee or nominees to submit their application and credentials for vetting to the Philippines' pool and, following such screening and vetting, select their preferred nominees.

Paragraph 6
RESPONSIBILITIES OF THE GOVERNMENT OF YUKON

The Second Participant will:

1. Ensure the Yukon Employer meets the requirements of the YNP, including by:
 - a. Prohibiting employers and their agents from charging any fees to Filipino workers for recruitment services;
 - b. Prohibiting employers from accepting any payment or benefit for hiring the nominee under the YNP;
 - c. Ensuring that Filipino nominees have a genuine and guaranteed offer of employment under the YNP;
 - d. Ensuring that employers under the YNP have demonstrated a valid labor market need for the position for which a Filipino worker is being considered as a nominee; and

- e. Taking appropriate steps, including by informing the appropriate authority or authorities upon becoming aware of any contravention of any relevant federal, territorial or municipal laws, or of any violation of the terms of the YNP.

**Paragraph 7
JOINT COMMITTEE**

1. The Participants will establish a Joint Committee within thirty (30) days from the entry into force of this MOU, which will be co-chaired by the Participants and consist of representatives of both Participants;
2. The Joint Committee will make the necessary recommendations to resolve matters which may arise in the implementation of this MOU;
3. The Joint Committee will conduct meetings as necessary, upon the request of either of the Participants; and
4. For greater certainty, such meetings may be held electronically.

**Paragraph 8
SETTLEMENT OF DISPUTES**

Any dispute between the Participants arising out of the interpretation or implementation of this MOU will be settled amicably by consultation or negotiations through the Joint Committee or other intergovernmental channels.

**Paragraph 9
IMPLEMENTATION**

This MOU will come into effect when both Participants have advised that their respective domestic requirements for the MOU's entry into effect have been met.

This MOU will remain in full force for four (4) years from the date of its entry into effect and will be automatically renewed for similar periods unless either Participant notifies in writing, through the Joint Committee, of its intention to terminate this MOU.

Once such notification has been given, the MOU will be terminated or suspended 90 days following the receipt of notice by the other Participant, unless such notice is withdrawn or the Participants otherwise agree in writing to suspend the termination.

The termination of this MOU will not affect the validity and duration of any arrangement made under this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

Signed in Vancouver BC, Canada on the 18th day of March of the year 2022
and New York, USA

For the Government of Yukon

For the Government of the Republic of the
Philippines



RANJ PILLAI

Minister of Economic Development



SILVESTRE H. BELLO III

Secretary of the Department of Labor and
Employment