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SENATE  
S. NO. **1810**

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Prepared by the Committee on Labor, Employment and Human Resources  
Development with Senators Villanueva and Revilla as authors thereof.

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**AN ACT  
PROVIDING PROTECTION TO FREELANCERS  
AND FOR OTHER PURPOSES**

*Be it enacted by the Senate and House of Representatives of the Philippines in  
Congress assembled:*

1 SECTION 1. *Short Title.* – This Act shall be known as the "Freelancers  
2 Protection Act."

3 SEC. 2. *Declaration of Policy.* – It is the policy of the State to promote gainful  
4 employment and decent work for all workers. Towards this end, the State shall  
5 provide a regulatory framework that guarantees full protection to all workers in new  
6 forms of work arrangements, such as freelance work, whether in-person or through  
7 online platforms or gig economy, which has grown exponentially with technological  
8 development, weakening labor rights and changing concepts of work and employer-  
9 employee relationship.

10 SEC. 3. *Coverage.* – This Act shall cover all freelancers, regardless of the  
11 profession, talent, skills, task, work or service required or to be rendered.

12 SEC. 4. *Definition of Terms.* – As used in this Act, the following terms shall  
13 mean:

14 a) *Client* - refers to any foreign or Philippine-based person, company or  
15 entity, or platform provider who engages a freelancer to render specific task,  
16 work or service in-person or online;

1           b) *Crowdwork* - refers to online work through platforms that connect vast  
2 numbers of clients, organizations, and businesses, often across borders. It is  
3 performed online by an infinite number of workers for clients spread over large  
4 geographic distance;

5           c) *Freelance worker or freelancer* - refers to any natural person who offers  
6 or renders a task, work or service through his or her freely chosen means or  
7 methods, free from any forms of economic dependence, control or supervision  
8 by the client, regardless of whether he or she is paid by results, piece, task, hour,  
9 day, job or by the nature of the services required;

10          d) *Freelance work* - refers to work that is infrequent, unpredictable and  
11 short term, and rendered in-person, online, or through any online web platforms,  
12 such as crowdwork, work on-demand or any digital lifestyle applications;

13          e) *Platform provider* - refers to any foreign or Philippine-based online web  
14 platform provider that connects workers with the consumer of work and facilitate  
15 the exchange of goods and services for money such as crowdwork, work on-  
16 demand or any digital lifestyle applications, that provides facilities, accounts, and  
17 training for one or several freelancers in the Philippines;

18          f) *Work on-demand* - refers to the platform-facilitated yet place-based and  
19 geographically limited work;

20          g) *Written contract* - refers to a document, whether electronic file or printed  
21 copy, reflecting the mutual consent of the parties to be bound by the terms and  
22 conditions of their freelance work engagement and the consideration for the  
23 services rendered by the freelancer.

24          SEC. 5. *Contractual Relations*. – The relationship between the client and the  
25 freelancer, absent proof of existence of employer-employee relationship, shall be  
26 governed primarily by applicable civil and commercial laws. In no case however, shall  
27 the terms and conditions thereof derogate the rights of workers guaranteed by the  
28 Philippine Constitution or be lower than the minimum standards provided by the Labor  
29 Code of the Philippines, as amended, or by industry standards and international labor  
30 standards.

1           SEC. 6. *Rights of Freelancers.* – The State shall accord to freelancers all the  
2 rights of workers guaranteed under the 1987 Philippine Constitution, applicable  
3 provisions of the Labor Code of the Philippines, as amended, and relevant international  
4 human rights instruments and international labor standards. For this purpose, the  
5 State shall ensure the formulation by concerned agencies of policies and programs for  
6 the free exercise of the following:

- 7 (a) Right to a written contract or agreement;
- 8 (b) Right to just compensation and equal remuneration for work of equal value  
9 without manipulation or distinction of any kind;
- 10 (c) Right to safe and healthy working conditions;
- 11 (d) Right to self-organization and to collectively negotiate with the government, the  
12 client, and other entities for the promotion of their welfare and in the  
13 advancement of their rights and interests;
- 14 (e) Right to be free from any form of discrimination, violence, sexual harassment,  
15 and abuse;
- 16 (f) Right to representation and participation in policy and decision-making processes  
17 and social dialogue;
- 18 (g) Right to access their own data, information and resources for the promotion and  
19 protection of their rights and welfare;
- 20 (h) Right to affordable and adequate financial services, including, among others,  
21 collateral-free and gender-balanced credit at low interest;
- 22 (i) Right to education and skills training;
- 23 (j) Right to social protection and social welfare benefits; and
- 24 (k) Right to speedy redress of grievances, including alternative dispute resolution  
25 processes.

26           SEC. 7. *Standards for Freelance Work.* – The Department of Labor and  
27 Employment (DOLE) shall ensure:

- 28 a) Compliance with the written contract between the freelancer and the client,  
29 which shall be in a language understood by both parties. Each party to the  
30 contract shall retain a copy thereof, and shall include, at the minimum, the  
31 following:

- 1        1)    Itemization of all work and/or services to be provided by the freelancer and  
2            the terms and conditions of the engagement;
- 3        2)    The rate and method of compensation, date on which the client shall pay  
4            the compensation or the mechanism by which such due date shall be  
5            determined;
- 6        3)    The name and registered address of the client, and in the case of a foreign  
7            or foreign-based entity, the name and address of the local agent or  
8            representative, or any duly acknowledged representative based in the  
9            Philippines; and
- 10       4)    Any other terms and conditions that govern the performance of the mutual  
11           obligations of the parties that are not contrary to law, morals, good  
12           customs, public order or public policy.

13       In the absence of a written agreement, any written exchange or proof of  
14       submission and receipt of completed task, work or service subject of the  
15       freelance work engagement, whether electronic or printed, shall be sufficient  
16       basis for claim for compensation or payment against the client;

- 17    b)    Registration of freelancers or freelancers' association in the DOLE registry of  
18       freelancers and provide them with labor market interventions and assistance;  
19       *Provided,* That registration with the DOLE shall not be construed as a  
20       requirement to be able to engage as a freelancer;
- 21    c)    Free exercise of freelancers' right to self-organization and to collectively  
22       negotiate with the government, the client, and other entities for the promotion  
23       of their welfare and in the advancement of their rights and interests, and to their  
24       representation and participation in policy and decision-making processes and  
25       social dialogue;
- 26    d)    Observance of programs and policies on non-discrimination, absence of violence,  
27       sexual harassment, and abuse in freelance work environment;
- 28    e)    Entering into bilateral or multilateral agreements with countries where online  
29       web platforms are registered or located for the protection and enforcement of  
30       Philippine freelancers' rights.

1           SEC. 8. *Right to access their own data and information.* – The Department of  
2 Information and Communications Technology (DICT) shall conduct trainings for online  
3 freelancers, and in coordination with the appropriate regulating agency, such as the  
4 Department of Transportation (DOTr) and the Department of Trade and Industry  
5 (DTI), ensure that freelancers engaged with or through platform providers or online  
6 web platforms shall have access to their own data, information and resources for the  
7 promotion and protection of their rights and welfare.

8           SEC. 9. *Right to affordable and adequate financial services.* – The DTI and other  
9 government financial institutions shall provide freelancers access to affordable and  
10 adequate financial services, including, among others, collateral-free and gender-  
11 balanced credit at low interest.

12           SEC. 10. *Right to education and skills training.* – The Technical Education and  
13 Skills Development Authority (TESDA) and other government agencies, such as the  
14 Department of Science and Technology (DOST), DTI and DICT shall provide training  
15 and certifications for upskilling and entrepreneurial enhancement of freelancers.

16           SEC. 11. *Right to social protection and social welfare benefits.* – The Social  
17 Security System, Philippine Health Insurance Corporation (PhilHealth) and Home  
18 Development Mutual Fund (HDMF) shall ensure a simplified and online registration  
19 and remittance process for freelancers as self-employed workers and provide easy  
20 access to members’ benefits such as sickness and unemployment benefits.

21           SEC. 12. *Right to simplified tax registration, filing and payment system.* – The  
22 Bureau of Internal Revenue (BIR) shall simplify and automate the registration process  
23 and minimize the requirements for the registration of freelancers. The BIR shall also  
24 further enhance the online filing of tax returns and payment of appropriate taxes,  
25 including online submission of requirements. It shall also provide assistance to  
26 freelancers in their application, registration, and processing of documents, and other  
27 inquiries.

1           SEC. 13. *Right to redress of grievances, including alternative dispute resolution*  
2 *processes.* – The right of freelancers to seek redress for grievances and to avail of  
3 alternative dispute mechanisms in accordance with law shall be guaranteed. For this  
4 purpose, the DOLE shall conduct seminars on the legal recourses available to  
5 freelancers, and as far as practicable, encourage the parties to a freelance work  
6 agreement to avail of alternative dispute mechanisms.

7           SEC. 14. *Payment; Burden of Proof.* – Except as otherwise provided under the  
8 contract entered into by the parties, the agreed compensation shall be paid in full not  
9 later than thirty (30) days after the completion of the task, work or service subject of  
10 the freelance work engagement.

11 The burden of proving the payment of the compensation or consideration due to the  
12 freelancer as agreed under the contract shall rest on the client, upon proof of  
13 performance or completion of the job or service contracted.

14           SEC. 15. *Prohibited Acts.* – The following acts shall be prohibited under this  
15 Act:

16 a) **Contract Alteration.** Once performance of the work or service under the  
17 contract has commenced, no freelancer shall be required to accept less than the  
18 specified or agreed contract price, as a condition for the payment of the service  
19 or work rendered: *Provided,* That nothing herein precludes the parties from  
20 arriving at a settlement in good faith of a dispute arising out of or in connection  
21 with the contract or from agreeing to a modification of the contract in accordance  
22 with applicable laws.

23 b) **Deduction.** No deduction shall be made on the agreed contract price or  
24 compensation, unless the parties have agreed otherwise, or such deduction is on  
25 account of payment of applicable taxes.

26 c) **Waiver.** Except as otherwise provided by law, any provision of any contract  
27 entered into by a freelancer and a client purporting to waive any of the rights  
28 provided under this Act shall be void as against public policy.

29 Any person who commits any of the foregoing prohibited acts shall be meted a fine  
30 equivalent to up to three times the contract price or compensation agreed upon in the  
31 contract between the freelancer and the client.

1           SEC. 16. *Public Awareness Program.* – The DOLE, DTI, DICT and other relevant  
2 agencies shall raise public awareness on the rights and welfare of freelancers.  
3 Information dissemination on the provisions of this Act, its implementing rules and  
4 regulations and capacity building on reasonable pricing of task, work or service,  
5 payment methods, entrepreneurship and career development in freelance work shall  
6 also be conducted.

7           SEC. 17. *Prospective Application.* – This Act shall apply to contracts or  
8 agreements entered into on or after the effectivity of this Act.

9           SEC. 18. *Applicability to Freelancers in the Public Sector.* – The Civil Service  
10 Commission shall issue the appropriate rules and regulations applicable to freelancers  
11 in the public sector to ensure compliance with the rights and privileges granted to  
12 freelancers under this Act, subject to applicable laws, rules and regulations governing  
13 workers in the public sector.

14           SEC. 19. *Implementing Rules and Regulations.* – Within sixty (60) days from  
15 the effectivity of this Act, the DOLE, DTI, DICT, DOST, TESDA, DOTr, upon  
16 consultation with the BIR, SSS, PhilHealth and HDMF, and other relevant agencies and  
17 sectors, shall promulgate the implementing rules and regulations as may be necessary  
18 to carry out the provisions of this Act.

19           SEC 20. *Separability Clause.* – If any part of this Act shall be held  
20 unconstitutional or invalid, other parts not otherwise affected thereby shall remain in  
21 force and effect.

22           SEC. 21. *Repealing Clause.* – All laws, decrees, resolutions, orders, or  
23 ordinances or parts thereof inconsistent with this Act are hereby repealed, amended  
24 or modified accordingly.

25           SEC. 22. *Effectivity.* – This Act shall take effect fifteen (15) days after its  
26 publication in the Official Gazette or in one (1) newspaper of general circulation.

27           *Approved,*