



Republic of the Philippines
Department of Agriculture
OFFICE OF THE SECRETARY
Elliptical Road, Diliman
Quezon City, 1100 Philippines

MEMORANDUM CIRCULAR

No. 37
Series of 2020

SUBJECT: GUIDELINES ON PARTNERSHIP WITH CIVIL SOCIETY ORGANIZATIONS (CSOs) IN THE EXECUTION OF AGENCY BUDGET AND CO-IMPLEMENTATION OF PROGRAMS, PROJECTS AND ACTIVITIES

WHEREAS, the Constitution, in Article XIII, Section 15 provides that "The state shall respect the role of independent people's organizations to enable the people to pursue and protect, within the democratic framework, their legitimate and collective interests and aspirations through peaceful and lawful means."

WHEREAS, civil society organizations (CSOs), which include, among others, non-government organizations, people's organizations, and cooperatives play an important role in enhancing transparency and good governance in developing countries by contributing to increased public debate on issues surrounding the formulation and implementation of government budgets as well as in supporting greater transparency of public revenues¹;

CONSIDERING, the increasing recognition of nation states that constructive engagement and collaboration with CSOs is an important ingredient to achieving better governance²;

WHEREAS, the Department of Budget and Management's (DBM) is committed to integrate citizen participation in the budget process as a means of enhancing transparency and accountability in the allocation and utilization of public funds;

WHEREAS, there is overwhelming response of CSOs to help enhance efficiency and effectiveness in Government and to curb corruption through its efforts in monitoring Government programs, activities and projects;

WHEREAS, the Department of Budget and Management (DBM) and CSOs adopted the Principles of Constructive Engagement towards sustainable and equitable national development through reforms in public expenditure management on September 3, 2010;

WHEREAS, to progressively broaden the constructive partnership with CSOs consistent with the Principles of Engagement, the DBM issued National Budget Circular No. 539, Series of 2012 prescribing the guidelines on partnership with civil society organizations and other stakeholders in the execution of agency budget.

WHEREAS, General Provisions of the General Appropriations Act (GAA) provides that a government agency may transfer public funds to a Civil Society Organization (CSO) that is either implementing a government program or project jointly with the government agency, or a beneficiary of a government program and project;

¹ <https://r4d.org/resources/role-civil-society-organizations-supporting-fiscal-transparency-african-countries>

² <https://blogs.adb.org/blog/engagement-between-governments-and-csos-are-we-getting-results>.

WHEREAS, the Department of Agriculture (DA) seeks to deepen constructive citizen engagement through collaborative and consultative practices that encourage citizen participation in order to advance the realization of a genuine participatory democracy, deepen constructive citizen engagement, in the context of greater social and political equity and people empowerment; and to encourage better service delivery to strengthen and promote the productivity of the agriculture sector on the whole ³.

WHEREAS, the DA recognizes the role of CSO in community development and acknowledges CSO capacities in the successful implementation of A&F programs and projects in the countryside;

WHEREAS, to ensure that government programs and projects are properly, efficiently and effectively carried out by the DA in partnership with CSOs, it is imperative to promulgate internal guidelines for engagement of CSOs;

THEREFORE, to provide guidance on citizen participation as a component of the National Government's budget process particularly in the execution of Agency's budget, consistent with the DBM's National Budget Circular No. 539, Series of 2012, the following guidelines are hereby issued:

1. OBJECTIVES

- 1.1. To institutionalize participatory budgeting in the DA and progressively broaden the constructive partnership with Civil Society Organizations (CSOs); and
- 1.2. To provide guidelines on citizen participation as a component of the National Government's budget process particularly in the execution of agency budget and co-implementation of agency programs, projects and activities (PAPs).

2. COVERAGE

- 2.1. The partnership with CSOs in the execution of Agency budget through a budget partnership agreement (BPA) shall be a DA-wide initiative spearheaded by the Philippine Council for Agriculture and Fisheries (PCAF) to push for good governance, citizen participation and adherence to participatory mechanisms in the operational programs, projects, and activities of all the various DA Units, Services, Bureaus, Attached Agencies, and Corporations.
- 2.2. All officials, including Undersecretaries, Assistant Secretaries, Service Directors, Heads of Bureaus, Attached Agencies, Corporations, Regional Field Offices, and Program Directors, are hereby enjoined to cooperate in the operationalization of DA and CSO partnerships in the execution of the agricultural and fishery budget to the extent possible, subject to these guidelines.

3. DEFINITION OF TERMS

For purposes of this Guidelines, the following terms shall have the following operational definitions:

- 3.1. **Accountability** - abide by the policies, standards and guidelines of engagement that may be agreed upon, and fulfill commitments;
- 3.2. **Agency** - in the context of this Guidelines shall refer to all DA Offices which include Bureaus, Services, Attached Agencies, Corporations and Regional Field Offices.
- 3.3. **Budget Execution** - The phase in the budget cycle where financial resources are made available to an agency to implement agency PAPs, covered by the annual General Appropriations Act. For this purpose, a Partner CSO may participate in the implementation of specific PAPs vis-a-vis the budget releases and expenditures in the conduct of major activities covering but not limited to planning, monitoring, and procurement activities.
- 3.4. **Budget Partnership Agreement (BPA)** - A formal agreement entered into by an Agency and a Partner CSO defining the roles, duties, responsibilities, schedules,

³ DA ADMINISTRATIVE ORDER No. 21 Series of 2020

expectations and limitations with regard to the CSO's participation in budget preparation, implementation, monitoring and/or evaluation of specific programs/activities/projects (PAPs) of the Agency.

- 3.5. **Citizen Participation** - A democratic process involving people empowerment, whereby concerned citizens organized as CSOs, pursue their legitimate and collective interests by, among others, monitoring the effectiveness of PAPs and in so doing become partners of the Government in the formulation, monitoring, evaluation and improvement of the national budget.
- 3.6. **Civil Society Organizations (CSOs)** - Include non-government organizations (NGOs), people's organizations, cooperatives, trade unions, professional associations, faith-based organizations, media groups, indigenous peoples' movements, foundations, and other citizen groups formed primarily for social and economic development, to monitor government programs and projects, engage in policy discussions, and actively participate in collaborative activities with the Government.
- 3.7. **Conflict of Interest** - A condition which may occur when a CSO or any of its key officers are involved in multiple interests, thereby preventing an impartial or unbiased attitude toward the work to be done under the BPA.
- 3.8. **Constructive Engagement** - A partnership between Government and Partner CSO marked by sustained dialogue towards problem solving while respecting and retaining the focus on assertion to reforms.
- 3.9. **Consultation and mutual empowerment** - enhance knowledge sharing and continuing dialogue;
- 3.10. **Integrity** - adhere to moral and professional standards in fulfilling commitments;
- 3.11. **National interest** - uphold the national welfare above the interest of organizations or individuals.
- 3.12. **Partner CSO** - a DA-Accredited CSO which is implementing a PAP with an Agency through a BPA. Co-implementation with accredited CSO is a mutually exclusive partnership that involves the transfer of public funds of the Partner Agency to jointly implement specific PAPs with existing, valid and active DA-accredited CSO.
- 3.13. **Partnership** - cooperate and share responsibilities to ensure that the objectives of the engagement are achieved.
- 3.14. **Respect for internal processes** - understand and abide by the limitations of the stakeholders with respect to the nature of the information to be disclosed and the extent of involvement based on institutional/legally imposed limitations;
- 3.15. **Stakeholders** - Persons or organizations that can significantly affect, be affected by, or perceive themselves to be affected by a government decision or activity or have interest or can influence the effective performance of a particular PAP of an Agency.
- 3.16. **Sustainability** - ensure continuing engagement by instituting progressive policies and operational mechanisms that will promote an environment of mutual trust; and
- 3.17. **Transparency** - provide all parties as well as the general public, timely access to relevant and verified information/data subject to the limits of the law;

4. **CSO Engagement Framework and Modalities⁴**

CSO engagement in the execution of Agency budget and co-implementation of Agency programs, projects and activities (PAPs) is part of the national government's good governance and poverty reduction thrust, and commitment to integrate citizen and community participation in the budget process as a means of enhancing transparency and accountability in the allocation and utilization of public funds to improve quality of services.

⁴ DSWD Memorandum Circular No. 11, Series of 2015 – Operational Guidelines on the Engagement with Civil Society Organizations in the Implementation of DSWD Social Protection Programs

Adopting the Framework on the Engagement with Civil Society Organizations on the Implementation of the Department of Social Welfare and Development (DSWD), Social Protection Programs, there are four possible levels or modalities of CSO engagement with the Agency as follows:

- 4.1. CSOs as watchdogs or "Bantay", wherein CSOs can serve as overseers to help prevent cases of corruption. This engagement shall be based on the CSO participation under the DA Agriculture Dialogue and Information Network Groups or ADING Program.

CSOs shall be engaged as part of the Integrity Circles which serve as the Department of Agriculture's dialogue partners in institutionalizing transparency and accountability, leveling up integrity practices, and further developing the responsiveness of the Department's programs and projects to the needs of its publics and the agriculture sector at large;

- 4.2. CSOs as links or bridges or "Tulay" – wherein the monitoring, evaluation and feed backing and documentation of programs and activities are conducted, facilitated and/or enhanced by the CSOs engaged.

This modality is undertaken as part of the building of budget partnership through the forging of a BPA. Part of the role and responsibility of the Partner CSO is to act as link between the Agency and its target sector through the monitoring and assessment of the Agency's PAPs.

- 4.3. CSOs as mentors or "Gabay" – wherein technical assistance or extension services are provided and/or facilitated by the Partner CSO engaged to enhance capacities of agricultural and fishery stakeholders on program areas needing technical assistance.

These include, but not limited to, conduct of participatory planning activities, support access to technologies and innovations, training or enhancement of training sessions or modules, etc.

- 4.4. CSOs as co-implementers or "Kaagapay" – wherein CSOs are engaged in the implementation or in facilitating the implementation of agricultural and fishery programs, projects or activities targeting a commonly agreed upon sector or geographical areas and results.

These include, but not limited to, research and development, technology, livelihood, production, post-harvest, credit and marketing, as well as poverty-alleviation and disaster relief-related projects and activities;

- 4.5. Under this partnership framework, the CSO partners may engage with the Agency in as many partnership or types of engagement. However, to avoid conflict and questions of objectivity, those CSOs who will be engaged as watchdogs cannot serve as mentors, co-implementers.

5. CSO Accreditation

- 5.1. The CSO Accreditation process shall be based on the provisions of DA Administrative Order No. 13 Series of 2020 as amended in DA Administrative Order No. 19, Series of 2020.
- 5.2. Only accredited CSOs under the Philippine Council for Agriculture and Fisheries' published list shall be eligible to be engaged by the Agency in the execution of Agency budget and co-implementation of Agency programs, projects and activities.

6. Building Partnership with CSOs

- 6.1. Citizen participation through CSO engagement in the execution of Agency budget shall be implemented through a Budget Partnership Agreement (Annex A).

- 6.2. The parties to the BPA shall at all times adhere to the DBM-CSO Principles of Engagement which include: partnership, transparency, accountability, integrity, sustainability, national interest, consultation and mutual empowerment, respect for internal processes. Clarifications on the above cited principles and additional principles as may be mutually agreed upon by the DA with the Partner CSO may be incorporated in the BPA.
- 6.3. The Agency may maintain their accredited Partner CSOs already identified during the preparation of budget proposal or engage other CSOs. Existing Partner CSOs may amend to expand the coverage of their BPA to avoid having to execute another BPA.
- 6.4. The Agency shall ensure that proper screening has been undertaken in the engagement of Partner CSOs for budget execution and co-implementation of Agency PAPs.
- 6.5. Eligible Partner CSOs. To be eligible as Partner CSO, the following should be accomplished and/or submitted apart from having a valid accreditation:
 - 6.5.1. Eligibility Requirements
 - a. Partners CSOs must have monitored, assessed and/or evaluated particular ongoing PAP/s of the Agency, to be supported by duly substantiated findings, assessments or evaluation.
 - b. For CSOs with no prior monitoring engagement with the Agency, they must monitor ongoing Agency PAPs relevant to their core business/advocacies.
 - 6.5.2 Partner CSOs shall submit the following supporting documents, to be able to enter into a BPA with an Agency:
 - a. Board Resolution adopting and officially submitting to the Agency the following original or duly certified true copies of:
 - Certificate of CSO Accreditation from DA
 - Letter of Intent for the partnership;
 - Extent of participation desired (e.g. specific activity to be undertaken, PAP, geographical location);
 - Designation of the CSO signatory to the BPA; and
 - b. Additional documentation as the Agency may deem necessary to support the BPA.
- 6.6. Execution of the BPA

This constitutes CSO engagement under the CSO as Links or “Tulay” modality wherein CSOs participate and/or conduct monitoring, assessment and/or evaluation of existing Agency PAPs.

 - 6.6.1 The Agency shall meet with Partner CSOs, to discuss and finalize the BPA. This shall be patterned after the herein prescribed format as presented in Annex A. The BPA shall:
 - a. Clarify roles, duties, responsibilities, schedules, expectations and limitations between the Agency and CSO; and
 - b. Provide the communication protocol, clearly establishing the Agency-CSO counterparts and channels of communications.
 - 6.6.2 The Partner CSO and Agency may mutually agree to add qualifying details to their BPA.
 - 6.6.3 The duly designated representatives from the Agency and Partner CSOs shall sign the BPA to signal the effectivity of the Agreement.
 - 6.6.4. Within two (2) days from the effectivity of the BPA, one (1) original copy thereof shall be submitted by the concerned DA Agency to the DBM-CSO Desk at the central office (CO) or regional office (RO) level, as the case may be.
 - 6.6.5 The BPA shall be made public by posting a copy thereof at the Agency website.

7. CONDUCT OF CONSULTATIONS TO FACILITATE CSO ACCESS TO AGENCY BUDGET INFORMATION

7.1 To provide the context for the discussion and facilitate the assessment and evaluation of existing PAPs, the Agency shall, immediately and no later than five (5) working days after the signing of the BPA, provide the Partner CSOs access to at least the following budget information:

7.1.1 Summary of Agency Budget for the current year, releases in the immediately preceding year (i.e. 2020 Budget Execution Phase) and funds actually obligated/spent in the past three (3) years before the immediately preceding year (e.g., 2017-2019) and for the GOCCs, the actual and proposed summary of corporate operating budgets (DBM Form 706 or its equivalent) covering five (5) years before the budget year (e.g., 2015-2019);

7.1.2 Details of the PAP being reviewed/monitored by the Partner CSO for the years abovementioned, by activity and allotment class (PS, MOOE, CO);

7.1.3 Other pertinent information as enumerated in the BPA.

7.2 Consultations with CSOs

7.2.1 The Agency shall immediately hold their consultations with CSOs after the signing of the BPA. To achieve transparency, the Agency shall endeavor to hold at least one meeting with all Partner CSOs;

7.2.2 Regional consultations, monitoring and assessment shall be conducted for locally situated CSOs and other stakeholders.

7.2.3 The Agencies, both at the Regional Office and Central Office levels, as the case may be, shall take into consideration the feedback, findings and recommendations of Partner CSOs in the implementation and monitoring of PAPs.

7.2.4 The Agency shall inform Partner CSOs of the DBM-confirmed department/agency budget ceiling and the specific PAPs and the corresponding amounts included in the GAA against at least their physical and financial performances and indicated timelines.

7.3 The BPA shall be the primary requirement for CSOs' engagement with the Agency. The rules of engagement shall be strictly in accordance with the provisions of the BPA.

7.4. The Agency shall furnish the DBM an original copy of the BPA, and PCAF a certified photocopy of the BPA, within five (5) working days from the execution of the BPA.

8. CSO PARTICIPATION IN THE CO-IMPLEMENTATION OF AGENCY PAPs

8.1 CSO engagement under the "Gabay and Kaagapay" modalities shall be covered under these provisions.

8.2 A Selection Committee may be created to initiate the selection of CSOs to be engaged in accordance with appropriate COA guidelines;

8.3 Only CSOs which have a BPA with the Agency may be engaged under these modalities following three stages as follows:

8.3.1 Pre-Engagement

a. Interested CSOs must submit their Letter of Intent to the concerned DA Agency.

b. Upon acceptance of the CSO Letter of Intent, the Agency shall advise the prospective Partner CSO to submit documentary requirements as follows:

- Certification from the Chairperson as to the CSO's capacity to provide human resources as possible workforce augmentation

- and/or technical skills that may be beneficial for the implementation of Agency PAPs.
- List of completed and ongoing projects on area of specialization indicating source of funds and manpower support.
- Certification or Sworn Statement of no pending case involving misuse of funds.
- c. The concerned Selection Committee shall initiate the selection process of CSO partners;
- d. The concerned Agency shall initiate the signing of a Memorandum of Agreement (MOA), the terms and conditions of which shall embody the provisions enumerated under Annex B:
- e. Upon signing of the MOA, the Agency shall facilitate the fund transfer to CSOs that passed the selection process;
- f. Partner CSOs shall receive funding from Agency in accordance with existing government policies, rules and regulations, that include, among others the following:
 - Eligible expenditures in the implementation of activities shall be clearly defined in the MOA
 - Funds transferred to CSOs shall retain their character as public funds
 - Funds transferred to CSOs shall be fully utilized within the timeframe of the project/engagement
 - The utilization and auditing of funds transferred shall be subject to COA guidelines
- g. If and when necessary as a requirement of the program, the CSO shall put up equity to the project to at least 20% of the total project cost, which may be in the form of labor, land for the projects, facilities, equipment and the like to be used in the project/engagement.

8.3.2 Actual Engagement

- a. The main instrument used to formalize the project or engagement shall be the MOA, signed between the Agency and the Partner CSO;
- b. Disbursement of funds for the implementation of the project shall be directly to the partner CSO subject to relevant provisions of existing government accounting and COA auditing rules and regulations;
- c. The Partner CSO enacts the agreements as stipulated in the MOA. They may revise their work and financial plan if the project requires, provided no additional funds are involved and within the same MOOE class, subject to approval of the Agency.
- d. The Agency conducts progress monitoring and assessment on the implementation of the partnership agreement;
- e. The Partner CSO submits physical accomplishment and financial reports to the concerned agency as follows:
 - Mid-point implementation status report
 - Final report that includes final fund utilization and audited financial statement approved by its Chairperson in accordance with existing COA guidelines on the transfer of public funds to CSOs.
- f. The Partner CSO keeps and maintains financial and accounting records necessary for the funds released by the Agency and shall also make available all records/files relative to the disbursement of funds as per applicable COA rules and regulations.
- g. The Agency shall ensure timely submission and validate liquidation reports submitted by the partner CSOs.

8.3.3 Post Engagement

- a. Upon completion of the project, the CSO shall prepare and submit project completion report using template prescribed by the Agency within a month after project completion date.

- b. The Agency and Partner CSO jointly conduct a post evaluation of the partnership not later than two months after the culmination of the project to determine the achievement of the objectives and/or deliverables.

8.4. Feedback Mechanism

- 8.4.1 The Agency shall document the conduct and results of the engagement with CSOs, in particular, and the citizen participation in the budget process, in general, and submit a copy thereof to PCAF.
- 8.4.2 The Partner CSO shall likewise document their experience and lessons learned from the engagement with the Agency.
- 8.4.3 To achieve greater transparency, the Agency and CSOs may publish final evaluation reports after the Agency has accepted the CSO report either in print or through their websites.
- 8.4.4 PCAF consolidates all engagement reports and submits to DA-Office of the Secretary and DBM.

9. ROLES AND RESPONSIBILITIES

To clarify the above processes or provisions in terms of the Parties' roles and responsibilities, the following are hereby set forth:

9.1. The Agency shall:

- 9.1.1 Invite and hold orientation activities for the CSOs prior to the engagement. The Agency shall present the existing PAPs that are ready for monitoring activities. The presentation shall include project status/updates, performances, budgets, timelines, and how these may be linked with the budget document, book of outputs and organizational performance indicator framework (OPIF);
- 9.1.2 Ensure that Agency websites are easily accessible and user-friendly with relevant and consistently updated information;
- 9.1.3. Provide access to CSOs of budget data through their respective websites consistent with the transparency provisions in the Annual GAA;
- 9.1.4 Provide the list of PAPs, project profiles, status of implementation and other PAP details in their respective websites, such as, but not limited to BEDs and BARs, Annual Procurement Plans and other relevant project details. Other requirements not previously identified and included in the BPA may also be provided;
- 9.1.5 Endeavor, particularly the lead agency, to present clear implementation guidelines for the CSOs' reference in case of convergence projects such as infrastructures, farm-to-market roads and the like (i.e. DA-DA-DENR). The lead agency shall be the primary contracting party of the BPA;
- 9.1.6. Conduct capacity building programs for CSOs and other stakeholders on the budget process (monitoring and evaluation) in collaboration with DBM. It shall meet with CSOs and other stakeholders to validate findings/complaints and all matters pertaining to the engagement; and
- 9.1.7 Monitor and assess progress of the Partner CSO in the implementation of the partnership agreement and/or MOA; and
- 9.1.8 Take into consideration the feedback, findings and recommendation of the CSOs. Said reports shall be submitted to the DBM CSO-Desk, copy furnished the Partner CSO.

9.2. The Partner CSO shall:

- 9.2.1 Identify the PAPs in line with their mandate and advocacy that shall be coordinated with the Agency after the conduct of the orientation stipulated in 9.1.1. All areas of interest in the monitoring activities shall be presented to the Agency for deliberation before the BPA is formally executed;
- 9.2.2 Attend consultations/meetings with the Agency in accordance with the stipulations of the BPA. The Partner CSOs shall regularly meet with the Agency to harmonize mandates, plans and strategies;

- 9.2.3 Submit evidenced-based analysis and evaluation on issues regarding budget execution as stipulated in the BPA or MOA. All reports from the monitoring activities or PAP co-implementation shall be presented to the Agency prior to releasing them in public. The DBM shall be furnished copies of the final reports including the monitoring activities;
- 9.2.4 CSO provides recommendations as inputs to an agency's overall monitoring and/or progress reports. These shall be based on rigorous analysis and shall be duly substantiated. The reports shall be presented but not limited to best practices, implementation gaps and backlogs, physical and/or financial performances of specific PAPs.
- 9.2.5 CSOs may submit other recommendations for Agency consideration in improving PAPs effectiveness. The CSO recommendations will receive priority attention when these focus on:
- a) providing detailed analysis of strengthening the links between inputs, outputs and policies/programs needed to achieve key priority development outcomes,
 - b) identifying poorly performing programs, and
 - c) providing a proposal for a program expansion or addition matched with a proposal on what other inefficient/ineffective programs can be discontinued or downsized to make room for the expansion of effective PAPs.
- 9.2.6 Conscientiously enact the agreements stipulated in the MOA and submits reports required in accordance with related provisions of these guidelines, for CSOs engaged in co-implementation of Agency PAPs.
- 9.3. The PCAF shall:
- 9.3.1 Publish list of all accredited CSOs in their website and CSO dashboard;
 - 9.3.2 Monitor status of compliance of Agencies and their Partner CSOs in the engagement process;
 - 9.3.3 Prepares and submits annual consolidated report on CSO engagement to Secretary and the DBM.

10. MISCELLANEOUS PROVISIONS

- 10.1 Non-compliance of the Partner CSO with their roles and responsibilities and other relevant provisions of this guidelines, the BPA and/or MOA without acceptable justification shall be a valid ground for termination of the engagement, revocation of their accreditation and possible blacklisting in the accreditation process.
- 10.2 Legal remedies pursuant to existing laws, rules and regulations applicable for violation by any party of any of the provisions of the guidelines, BPA or MOA shall be imposed.
- 10.3 Cases/matters not covered by these guidelines shall be referred to the DBM for resolution.

11. EFFECTIVITY

These Guidelines shall take effect immediately upon signing.

Done this 23rd day of November, 2020.

APPROVED:


WILLIAM D. DAR, Ph.D.
Secretary

ANNEX A

BUDGET PARTNERSHIP AGREEMENT
(Budget Execution)

Cognizant of the following recent milestone developments;

The Administration's thrust to strengthen democratic institutions through people empowerment, particularly in promoting the principles and practice of good governance;

The Department of Agriculture's (DA) commitment to integrate citizen participation in the budget process as a means of enhancing transparency and accountability in the allocation and utilization of public funds;

The overwhelming response of Civil Society Organizations (CSOs) to help enhance efficiency and effectiveness in Government and to curb corruption through its efforts in monitoring Government programs, activities and projects;

The execution of the Principles of Engagement signed by the Department of Budget and Management (DBM) and some CSOs committed to budget reform:

WE, the _____ (Agency) _____ (acronym)
represented by its _____ (position title of signatory) _____ (Name of Signatory)
and

the _____ (CSO) _____ (acronym)
represented by its _____ (position title of signatory) _____ (Name of Signatory)

- 1. Agree to work in close partnership with each other in pursuit of our common objectives:
 - a. In general, to make the national budget more responsive to the country's development needs and pressing concern to alleviate poverty and improve the quality of public services, and
 - b. In particular, to enhance the quality of the budget process through citizen participation in the execution of the FY _____ National Budget.
- 2. In order to meaningfully complement and reinforce each other's efforts in the monitoring and assessment of ongoing programs, activities or projects in compliance with the FY _____ Budget Call, we further agree to:
 - a. Cover the following particular programs/activities/projects in the specified regions:

PAP	Region

- b. Faithfully fulfill the following respective roles and responsibilities:
- 3. Obligations of the (Name of the Agency)
 - a. Officially designate a contact person through whom all communications, both incoming and outgoing, pertaining to the BPA shall be coursed. Such designation shall be publicly disseminated at least by posting the Agency website with the contact details to include, at a minimum, office mailing address, e-mail address, office telephone and fax numbers;
 - b. Observe the timelines and dates, time and venues of consultations with (Partner CSO);
 - c. Adequately and promptly provide (Partner CSO) updated budget documents at least five (5) working days after the signing of the BPA, to enable CSOs to send in substantive feedback, comments and recommendations as inputs to consultation; and
 - d. Endeavour to furnish the Regional Development Councils (RDCs) a copy of the recommendations submitted by the CSO to supplement other inputs in evaluating the impact of specific Agency programs/projects in the region.

4. Obligations of the (Name of Partner CSO)
- a. Officially designate a contact person through whom all communications pertaining to the BPA, both incoming and outgoing, shall be coursed. Such designation shall be publicly disseminated, at least on the CSO website, containing the contact details to include, at a minimum, office mailing address, e-mail address, office telephone, fax and mobile numbers;
 - b. Promptly submit, in no less than five (5) working days before the date of the CSO consultation, copy of the completed review, assessment or evaluation of specific program, activity or project, with an executive summary of the findings and specific recommendations of the (Partner CSO). The evaluation report shall be duly substantiated, indicating the methodology used and the parties involved in the evaluation;
 - c. Endeavour to attend all consultation meetings and those that may later be set. When the CSO representative is unable to attend, send in prior to the consultation, via e-mail or fax, feedback, comments and recommendations as inputs to the consultation;
 - d. Strictly observe the timetable set by the DBM for submission of inputs to (Partner Agency), aware that the Agency is legally bound to submit proposals on time, and will not be able to wait for delayed inputs; and
5. Lastly, we agree to adhere at all times to the following principles of constructive engagement:
- a. Transparency - provide all parties as well as the general public, timely access to relevant and verified information/data subject to the limits of the law;
 - b. Accountability - abide by the policies, standards and guidelines of engagement that may be agreed upon, and fulfill commitments;
 - c. Integrity - adhere to moral and professional standards in fulfilling commitments;
 - d. Partnership - cooperate and share responsibilities to ensure that the objectives of the engagement are achieved.
 - e. Consultation and mutual empowerment – enhance knowledge sharing and continuing dialogue;
 - f. Respect for internal processes - understand and abide by the limitations of the stakeholders with respect to the nature of the information to be disclosed and the extent of involvement based on institutional/legally imposed limitations;
 - g. Sustainability - ensure continuing engagement by instituting progressive policies and operational mechanisms that will promote an environment of mutual trust; and
 - h. National interest - uphold the national welfare above the interest of organizations or individuals.

This Agreement takes effect immediately.

Signed this ____ day of _____, _____.

SIGNED BY:

(NAME OF SIGNATORY- Agency)
(Position Title in Agency)
(Name of Agency)

(NAME OF SIGNATORY - CSO)
(Position Title in CSO)
(Name of CSO)

(Date)

(Date)

WITNESS:

ACKNOWLEDGMENT

Republic of the Philippines}
_____} S.S.

BEFORE ME, this _____ personally appeared the following:

Name	Government Issued ID

Known to me to be same persons who executed the foregoing agreement consisting of four (4) pages including this acknowledgment, and who acknowledged to me that the same are their free act and deed.

This contract consists of four (4) pages, including this page, where the acknowledgment is written, was signed by the parties and their instrumental witnesses in each and every page hereof.

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

NOTARY PUBLIC

Doc No. _____:
Page No. _____:
Book No. _____:
Series of _____.

ANNEX B

Terms and Conditions of the MOA for Co-Implementation of Agency PAPs

The MOA shall embody the following:

1. Title, objectives, intended beneficiaries, brief description, site or location, benefits to be delivered, project cost estimates and other related information;
2. Systems and procedures to implement the project, such as but not limited to, procurement of goods and services by the CSO and their distribution which should be documented and coordinated through the appropriate agencies where the project is undertaken including the respective barangays;
3. Time schedules for the release of funds, periodic inspection/evaluation, reporting, monitoring requirements, date of commencement and completion;
4. Submission of the required periodic financial and physical status reports;
5. Specific period to liquidate the funds granted;
6. In case of construction projects like buildings and other similar structures, and acquisition of assets like equipment, a stipulation of ownership of the structure for fixed asset. In the procurement of any type of asset out of government funds, the CSO shall conduct a bidding in accordance with the Government Procurement Act (RA 9184);
7. In case the asset shall be owned by a specified beneficiary, a stipulation that a Deed of Donation shall be executed by the DA Agency concerned;
8. Monitoring and inspection of project implementation and verification of financial records and reports of the CSO by the Agency concerned;
9. Maintenance by the CSO of a separate savings account for each fund received from the DA Agency concerned;
10. In case of the dissolution of the legal personality of the CSO, voluntary or involuntary, the lien of the DA agency concerned on its assets, in accordance with existing laws, to the extent of the unexpended or unutilized portion of the fund;
11. The return by the CSO to the DA agency concerned of any amount not utilized to complete the project, including any interests, if any.

ANNEX A

BUDGET PARTNERSHIP AGREEMENT
(Budget Execution)

Cognizant of the following recent milestone developments;

The Administration's thrust to strengthen democratic institutions through people empowerment, particularly in promoting the principles and practice of good governance;

The Department of Agriculture's (DA) commitment to integrate citizen participation in the budget process as a means of enhancing transparency and accountability in the allocation and utilization of public funds;

The overwhelming response of Civil Society Organizations (CSOs) to help enhance efficiency and effectiveness in Government and to curb corruption through its efforts in monitoring Government programs, activities and projects;

The execution of the Principles of Engagement signed by the Department of Budget and Management (DBM) and some CSOs committed to budget reform:

WE, the _____ (Agency) _____ (acronym)
represented by its _____ (position title of signatory) _____ (Name of Signatory)
and

the _____ (CSO) _____ (acronym)
represented by its _____ (position title of signatory) _____ (Name of Signatory)

1. Agree to work in close partnership with each other in pursuit of our common objectives:
- a. In general, to make the national budget more responsive to the country's development needs and pressing concern to alleviate poverty and improve the quality of public services, and

b. In particular, to enhance the quality of the budget process through citizen participation in the execution of the FY _____ National Budget.
2. In order to meaningfully complement and reinforce each other's efforts in the monitoring and assessment of ongoing programs, activities or projects in compliance with the FY _____ Budget Call, we further agree to:
- a. Cover the following particular programs/activities/projects in the specified regions:

PAP	Region

- b. Faithfully fulfill the following respective roles and responsibilities:
3. Obligations of the (Name of the Agency)
- a. Officially designate a contact person through whom all communications, both incoming and outgoing, pertaining to the BPA shall be coursed. Such designation shall be publicly disseminated at least by posting the Agency website with the contact details to include, at a minimum, office mailing address, e-mail address, office telephone and fax numbers;

b. Observe the timelines and dates, time and venues of consultations with (Partner CSO);

c. Adequately and promptly provide (Partner CSO) updated budget documents at least five (5) working days after the signing of the BPA, to enable CSOs to send in substantive feedback, comments and recommendations as inputs to consultation; and

d. Endeavour to furnish the Regional Development Councils (RDCs) a copy of the recommendations submitted by the CSO to supplement other inputs in evaluating the impact of specific Agency programs/projects in the region.

4. Obligations of the (Name of Partner CSO)
 - a. Officially designate a contact person through whom all communications pertaining to the BPA, both incoming and outgoing, shall be coursed. Such designation shall be publicly disseminated, at least on the CSO website, containing the contact details to include, at a minimum, office mailing address, e-mail address, office telephone, fax and mobile numbers;
 - b. Promptly submit, in no less than five (5) working days before the date of the CSO consultation, copy of the completed review, assessment or evaluation of specific program, activity or project, with an executive summary of the findings and specific recommendations of the (Partner CSO). The evaluation report shall be duly substantiated, indicating the methodology used and the parties involved in the evaluation;
 - c. Endeavour to attend all consultation meetings and those that may later be set. When the CSO representative is unable to attend, send in prior to the consultation, via e-mail or fax, feedback, comments and recommendations as inputs to the consultation;
 - d. Strictly observe the timetable set by the DBM for submission of inputs to (Partner Agency), aware that the Agency is legally bound to submit proposals on time, and will not be able to wait for delayed inputs; and
5. Lastly, we agree to adhere at all times to the following principles of constructive engagement:
 - a. Transparency - provide all parties as well as the general public, timely access to relevant and verified information/data subject to the limits of the law;
 - b. Accountability - abide by the policies, standards and guidelines of engagement that may be agreed upon, and fulfill commitments;
 - c. Integrity - adhere to moral and professional standards in fulfilling commitments;
 - d. Partnership - cooperate and share responsibilities to ensure that the objectives of the engagement are achieved.
 - e. Consultation and mutual empowerment – enhance knowledge sharing and continuing dialogue;
 - f. Respect for internal processes - understand and abide by the limitations of the stakeholders with respect to the nature of the information to be disclosed and the extent of involvement based on institutional/legally imposed limitations;
 - g. Sustainability - ensure continuing engagement by instituting progressive policies and operational mechanisms that will promote an environment of mutual trust; and
 - h. National interest - uphold the national welfare above the interest of organizations or individuals.

This Agreement takes effect immediately.

Signed this ____ day of _____, _____.

SIGNED BY:

_____ (NAME OF SIGNATORY- Agency) (Position Title in Agency) (Name of Agency)	_____ (NAME OF SIGNATORY - CSO) (Position Title in CSO) (Name of CSO)
_____ (Date)	_____ (Date)

WITNESS:

ACKNOWLEDGMENT

Republic of the Philippines}
_____} S.S.

BEFORE ME, this _____ personally appeared the following:

Name	Government Issued ID

Known to me to be same persons who executed the foregoing agreement consisting of four (4) pages including this acknowledgment, and who acknowledged to me that the same are their free act and deed.

This contract consists of four (4) pages, including this page, where the acknowledgment is written, was signed by the parties and their instrumental witnesses in each and every page hereof.

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

NOTARY PUBLIC

Doc No. _____:
Page No. _____:
Book No. _____:
Series of _____.

ANNEX B

Terms and Conditions of the MOA for Co-Implementation of Agency PAPs

The MOA shall embody the following:

1. Title, objectives, intended beneficiaries, brief description, site or location, benefits to be delivered, project cost estimates and other related information;
2. Systems and procedures to implement the project, such as but not limited to, procurement of goods and services by the CSO and their distribution which should be documented and coordinated through the appropriate agencies where the project is undertaken including the respective barangays;
3. Time schedules for the release of funds, periodic inspection/evaluation, reporting, monitoring requirements, date of commencement and completion;
4. Submission of the required periodic financial and physical status reports;
5. Specific period to liquidate the funds granted;
6. In case of construction projects like buildings and other similar structures, and acquisition of assets like equipment, a stipulation of ownership of the structure for fixed asset. In the procurement of any type of asset out of government funds, the CSO shall conduct a bidding in accordance with the Government Procurement Act (RA 9184);
7. In case the asset shall be owned by a specified beneficiary, a stipulation that a Deed of Donation shall be executed by the DA Agency concerned;
8. Monitoring and inspection of project implementation and verification of financial records and reports of the CSO by the Agency concerned;
9. Maintenance by the CSO of a separate savings account for each fund received from the DA Agency concerned;
10. In case of the dissolution of the legal personality of the CSO, voluntary or involuntary, the lien of the DA agency concerned on its assets, in accordance with existing laws, to the extent of the unexpended or unutilized portion of the fund;
11. The return by the CSO to the DA agency concerned of any amount not utilized to complete the project, including any interests, if any.