



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

Memorandum Circular

No.: **14**

Series of 2023

SUBJECT : IMPLEMENTING GUIDELINES FOR THE DISTRIBUTION OF NATIONAL RICE PROGRAM - FERTILIZER ASSISTANCE FOR RICE FARMERS STARTING 2023 CROPPING SEASONS

I. RATIONALE/PROGRAM DESCRIPTION

Among the priority commodities for the increase in local food production is the country's food staple - rice. To increase farm productivity and crop yield, the DA promotes the use of high-quality seeds and appropriate fertilizer application.

The DA recognizes the importance of fertilizer application in order to fully maximize the yield potential of a crop or plant. Thus, fertilizer distribution has been one of the activities supported in recent years by the DA Banner Programs to aid farmers in increasing farm productivity and income.

The DA continues to utilize innovative means of providing farmers access to agricultural inputs including fertilizer. Thus, the creation of the National Rice Program - Fertilizer Assistance for Rice Farmers Starting 2023 Cropping Seasons.

II. MODALITY

The following are the modalities in the distribution of fertilizer assistance:

1. Fertilizer Discount Voucher

The Fertilizer Discount Voucher is the main modality in the provision of fertilizer support to rice farmers.

2. Procurement

This modality can be implemented provided that the following should be submitted by the DA-RFOs, subject to the approval of the undersigned:

- a. Justification (e.g. market study) that procurement is more advantageous to the government; and
- b. proposed implementing guidelines detailing the proposed scheme to distribute the procured fertilizer.

III. DEFINITION OF TERMS

- a. *Accreditation Process* refers to the pre-qualification of merchants through the submission of necessary documents subject to the evaluation by the DA-RFO and attendance to the system orientation training. Upon the completion of training, the DA-RFO shall issue a certificate of completion and a certificate of accreditation;
- b. *Approver* refers to the assigned personnel who will approve the good-for-payment transactions and download the transaction file to be submitted to DA-ICTS accompanied by an official communication/memorandum signed by the RED;
- c. *Farmer-beneficiary* refers to the RSBSA-registered and FFRS-encoded rice farmers who received high-quality seeds from DA, farmers who planted using their own or self-purchased seeds, or farmers who intend to plant for the covered cropping season in the target areas to allow them to adopt the full high-yielding technology practices;
- d. *Farmer Cooperative and Association (FCA)* refers to the group of farmers duly-registered under Securities and Exchange Commission or Cooperative Development Authority;
- e. *Farmer and Fisherfolk Registry System (FFRS)* - online system used to facilitate the registration of farmers and fisherfolk in support to the Registry System for Basic Sectors in Agriculture
- f. *Fertilizer* refers to "any material, organic or inorganic, natural or synthetic, which supplies one or more of the chemical elements required for the plant growth."
- g. *Fertilizer Discount Voucher (FDV)* refers to the printed one-time use voucher distributed to farmer-beneficiaries for claiming fertilizer assistance at DA-accredited merchants, with a value depending on the farm area planted and budget allocation for the year;
- h. *Farmers Information Management System (FIMS)* - the system used to extract the list of beneficiaries of the different programs in the Department from the FFRS.
- i. *Interventions Management Platform (IMP)* refers to the system implemented for this Project that will process the merchants' accreditation, generation and processing of vouchers, and reports modules for the monitoring and reporting of the fertilizer assistance;
- j. *Merchant* refers to a dealer, distributor, or farmer cooperative and association (FCA) that has undergone the accreditation process by the DA-RFO. Accreditation is free of charge;
- k. *Office of the Regional Executive Director (ORED)* refers to the office/personnel to set-up and generate the Certificate of Accreditation for the participating merchants in the IMP;
- l. *Program Focal Person* refers to the designated Regional ICT and Rice Program Staff as Program Focal Person/s to review and approve the accreditation of merchants; extract the beneficiaries in the Farmers Information Management System (FIMS); perform the deduplication process and include the seed class and area indicated in the seed beneficiary masterlist (refer to Annex A); upload fertilizer beneficiary masterlist (refers to Annex B) in the IMP; generate and print vouchers;

- submit payout transactions for review; and conduct cancellation of vouchers;
- m. *Registry System for the Basic Sectors in Agriculture* is an electronic compilation of basic personal and agri-fishery information of the Department of Agriculture's stakeholders namely, farmers, farmworkers, fisherfolk, and agri-youth maintained through an online database and system called the Farmers and Fisherfolk Registration System (FFRS); and
 - n. *Reviewer* refers to the personnel from the Accounting Office to review and cancel transactions; and review and submit payout for approval in IMP.

IV. OBJECTIVES

This activity aims to augment the fertilizer applied by farmers for rice production in the targeted areas through the distribution of fertilizer support via voucher.

V. SCOPE

The Program shall cover fertilizer assistance under the Production Support Services starting CY 2023 cropping seasons in the rice-producing municipalities and provinces distributed in all 15 participating regions across the country, excluding BARMM.

VI. IMPLEMENTATION SCHEME

Under this Project, the farmer-beneficiaries shall receive fertilizer either through (1) discount vouchers that will be used to claim fertilizers at their preferred DA-accredited merchants within the region or (2) directly procured by the DA-RFO. This guideline shall mainly expound the distribution scheme for FDV as concerned DA-RFOs shall have their regional guidelines, should they opt to distribute via procurement scheme.

Farmers with multiple farm locations in various regions are eligible to receive multiple vouchers that will be generated by their respective DA-Regional Field Office, provided that the DA-RFO has already served the intended priority farmers within their jurisdiction.

A. Program Variables

The following details shall be followed in the implementation of Fertilizer Discount Voucher funded under the 2023 GAA for the 2023 cropping seasons.

Voucher value: P4,000.00 per hectare (inbred or hybrid) or the equivalent value for a fraction of a hectare



Claimable Fertilizer Grades registered under FPA:

- Complete (14-14-14; 16-16-16);
- Urea (prilled or granular, 46-0-0);
- Ammonium Sulfate (21-0-0);
- Ammonium Phosphate (16-20-0); and
- Muriate of Potash (0-0-60).

If warranted, the above-mentioned details may be changed through an Amendatory Circular.

B. Partnership with the Development Bank of the Philippines

In case of FDV, the DA-Regional Field Offices (DA-RFOs) shall implement this Project in partnership with the Development Bank of the Philippines (DBP) through a Supplemental Agreement, template shown as Annex C.

The roles and responsibilities of the DA-RFO and DBP must be clearly defined which will enable the payment of accredited merchants who have fulfilled and submitted the necessary requirements duly reviewed and approved by the DA-RFO. The updated SA shall clearly define the payment and liquidation process which involves reporting and coordination with DA-RFO and DA-Central Office.

C. Beneficiary Selection

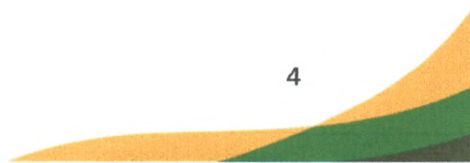
Only farmers that are registered under the Registry System for Basic Sectors in Agriculture (RSBSA) and encoded in the Farmers and Fisherfolk Registry System (FFRS) shall be eligible to receive this support. Farmer-beneficiaries will be extracted using FIMS.

Beneficiaries of this support are rice farmers who received the high-quality seeds from DA, farmers who planted using their own or self-purchased seeds, or farmers who intend to plant for the covered cropping season in the targeted rice areas to allow them to adopt the full high yielding technology practices.

To serve more, farmers in non-clustered rice areas cultivating farm areas larger than 5.0 ha are only allowed to receive equivalent fertilizer support for up to 5.0 ha.

On the other hand, farmers who are cultivating more than 5 hectares of rice area within the rice clusters are allowed to receive an equivalent support following the computation for the voucher value.

The area shall be based on any of the following: (i) actual area planted reflected in the masterlist of seed beneficiaries, (ii) actual area planted based on the masterlist of those validated farmers who planted using their own or self-purchased seeds or (iii) intended area for planting based



on the masterlist of farmers who signified their intention to plant for the covered cropping season.

Should the actual area or intended area for planting exceed the area reflected in the encoded FFRS, the area registered in the FFRS shall be followed.

Farmer members from clusters organized by National Irrigation Administration (NIA), Department of Agrarian Reform (DAR), and other government agencies (e.g. IAs through NIA, ARBs through DAR, etc.) can also secure their fertilizer allocation through the local officials of these agencies in coordination with concerned LGUs.

D. Accreditation of Merchants

C.1. Pre-Qualification Process

1. Interested merchants shall submit a Letter of Intent (LOI) (Annex D) and will be evaluated by DA-RFOs, based on the following criteria:
 - a. Must be registered under the Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA);
 - b. Must be registered under Bureau of Internal Revenue (BIR);
 - c. Must be issued with a license to operate by Fertilizer and Pesticides Authority (FPA);
 - d. Must be able to issue BIR-registered receipts and invoices;
 - e. Has the capacity to provide for the equipment such as phones/tablets operation on android system version 6 and above, internet connectivity and registered email address, and manpower for facilitating online transactions;
 - f. Has a proper fertilizer storage facility;
 - g. Must have existing inventory that the nearby program rice areas may avail; and
 - h. Must have a business bank account to process settlement.
2. DA-RFO shall evaluate the submitted documents.
3. DA-RFO shall prepare the list of merchants for scheduling of the virtual system orientation training of DA-ICTS.

C.2. Training

1. Pre-qualified merchants shall attend a half-day online system orientation training of ICTS.
2. Issuance of certificate of training completion signed by the Regional Rice Program Coordinator or Focal Person.

C. 3 Accreditation

1. Merchants who received the certificate of training completion must register in the IMP.



2. The DA-RFOs will review the merchant application via IMP. Once approved, the system will send a system-generated message to the registered email of the merchant together with the Certificate of Accreditation signed by the Regional Executive Director.
3. Accredited merchants shall sign an agreement (template attached as Annex E) with DA-RFO on data privacy concerning farmers' sensitive personal information.

The approval period of a merchant's accreditation should take within three (3) working days from the submission of complete documents and training as indicated under C.1 Pre-qualification Process and C.2 Training.

For merchants with multiple branches, the main branch must register their respective branches in the IMP system. They will still undergo the accreditation process and must attend system user training. For merchants that cater to multiple regions, multiple regional accreditations shall be issued to them by the concerned DA-RFOs, provided that they have satisfied all requirements as validated and evaluated by the concerned DA-RFOs.

Accreditation shall be valid until the end of the calendar year, but shall still be subject to compliance in the Program implementation as basis for its renewal.

E. Interventions Management Platform (IMP)

The system that will be used to implement this Program is the IMP. The IMP is the enhanced version of the Voucher Management Platform. This will process the different interventions provided by the Department. One of the main features is the use of vouchers in the distribution of interventions. Aside from that, this will also ease the monitoring and reporting with the use of features such as reports module and the internal dashboard. The system has the following features:

- Merchant Application and Accreditation
- Merchant Management
- Voucher Management
- Voucher Transaction Module
- Program Management
- Budget Management
- Payout Management
- Reports Module

i. Users and Functions

The DA-RFO shall assign personnel through a Regional Special Order and endorse to ICTS the following users, for creation of accounts.



F. Voucher Process

1. Voucher Generation

- a. *Program Focal Person* shall extract the data of the farmers in the masterlist from the FIMS and run data review and cleaning. Downloaded beneficiary list shall be subjected to deduping to identify duplicate entries and produce a cleaned version. The cleaned beneficiary masterlist file shall also be cross-matched with the FFRS. Farmers who are not yet included in the FFRS shall be prioritized for encoding to the said system.

Farm address shall be the basis for voucher generation. In cases where a farmer has farm lots in different regions, the concerned DA-RFOs will generate separate vouchers for the farm lots within their geographical jurisdiction.

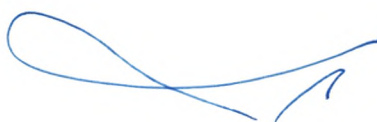
- b. The cleaned beneficiary list will be uploaded to the IMP. A single beneficiary, however, may be entitled to receive multiple discount vouchers should his/her farmlands be situated in different localities or he/she utilizes different seed classes for the cropping.
- c. *Program Focal Person* will generate and print the discount vouchers through the IMP, and send it to Local Government Units (LGUs) for distribution to farmer-beneficiaries.

2. Voucher Distribution

To facilitate faster and smoother distribution of vouchers and claiming of fertilizer, the following activities may be conducted by the DA-RFOs in coordination with the LGUs:

- a. Mass distribution of vouchers through the conduct of caravans;
- b. Distribution Schedule of Mapped out DA-accredited merchants on a barangay/municipality basis; and
- c. Claiming of vouchers through FCA representative/s.

In cases that the LGU do not have sufficient logistical and manpower resources, the DA-RFO may lead the distribution of fertilizer vouchers, in close coordination with the concerned LGU.



When distributing the fertilizer discount vouchers, farmer-beneficiaries must sign the acceptance list/form and check whether all the details are correct (name, birthday, address, etc.). Once there is a discrepancy, the details to be followed are reflected below in *Item No. 4.b of the Voucher Information Discrepancies*.

3. Voucher Information Discrepancies

a. Voucher Cancellation

Cancellation of vouchers is used when correcting and replacing data such as discrepancies in names, birthdates, farm area, and other relevant information of the beneficiary indicated in the voucher system.

This process shall be followed if (1) the voucher was not yet released to the farmer or (2) the voucher was released to the farmer but the concerned data is beyond what is reflected in the presented valid ID like farm area, voucher value, and type of seeds, among others.

Voucher cancellation will be processed by the *Program Focal Person*. If the voucher to be canceled has been transacted, the transaction will be automatically canceled together with the voucher. The region has to generate new vouchers in lieu of the canceled voucher.

Voucher cancellation shall also be applied when there is a case of duplicate discount vouchers. *Program Focal Person* may directly cancel the voucher via IMP.

b. Data Correction Process

If the voucher has already been released to the farmer-beneficiary when the error on data entry is observed or if the farmer-beneficiary sees any error in the acceptance form/list, two copies of RSBSA form for Slip A: Change of Personal Information (Annex F) must be accomplished by the farmer-beneficiary and must be signed by the City/Municipal Agriculturist. One copy shall be submitted by the City/Municipal Agriculturist to the RSBSA focal of their respective DA-RFO including the required attachment, for updating in the FFRS. The other copy must be presented by the

farmer-beneficiary when claiming the fertilizer at the DA-accredited merchant.

For capturing photos for such cases, the said form and the ID shall be uploaded together as proof of identification in the IMP.

The Program Rice Focal must monitor the number of forms submitted and updated; a report must be submitted to the Regional and National Project Management Office of the RSBSA.

c. Voucher Replacement

Accounts for reported deceased farmer-beneficiaries shall be canceled and replaced by eligible and RSBSA-registered beneficiaries who are encoded in the FFRS.

A death certificate and the certification that the new beneficiary is registered under RSBSA must be submitted to the DA-RFO by his/her eligible representative. This must be coordinated with their respective RSBSA Focals for tagging as deceased beneficiary/ies.

The issuance of a new discount voucher for replacement shall be processed by the *Program Focal Person*.

ii. Claiming of Vouchers

1. Farmer-beneficiaries shall personally bring the printed discount voucher together with proof of identification to accredited merchants in claiming of fertilizers (Refer to Annex G).

In cases when a farmer-beneficiary could not personally appear and utilize the discount voucher due to health reasons, senior (age 60 and above), pregnant, with different ability (PWD), deprived of liberty (PDL), or working overseas (OFW) or in other parts of the country and any other cases as may be approved by the head of the National Rice Program, authorized representatives shall be allowed to claim and use the discount voucher, provided that: (i) an authorization letter (Refer to Annex H); and (ii) with the submission of the supporting documents by the designated authorized representative/s such as the representative's ID and the certified true copy of the farmer-beneficiary's ID.

2. Farmer Cooperatives and Associations (FCAs) may be authorized to claim fertilizer of their farmer members provided that a duly signed resolution nominating the FCA's authorized representative, and the list of member beneficiaries is passed and submitted as part of the documentary requirements.
3. Accredited merchants shall scan the discount voucher QR code. Details reflected on the system shall be validated with the documents presented. Once verified, the transaction may be continued.
4. The discount voucher is good for a single transaction only. Volume of claimed fertilizer shall be adjusted to match the value of the discount voucher.

To fully consummate the value of the discount voucher, the farmer-beneficiary may claim fertilizers on a per kilogram/liter/pack basis. In the event that the voucher has been fully consummated, farmer-beneficiaries may also procure fertilizers using their own resources.

5. Farmer-beneficiary or the representative shall have his/her photo taken with the claimed fertilizer/s.
6. Accredited merchants shall provide BIR-registered receipts or invoices for the transaction where the discount voucher was used.

Should the accredited merchant opt to issue a charge invoice prior to the payment of the discount voucher, it can be uploaded in the system and be used for payment purposes but a corresponding sales invoice, collection receipt or proof of settlement must be issued once the discount voucher has been paid. Both charge invoice and the corresponding sales invoice, collection receipt or proof of settlement shall be collected and provided to LGUs, to be submitted to DA-RFO.

BIR-registered receipts and invoices shall bear the total amount of the fertilizer claimed and/or paid by the farmer beneficiary, specifying the amount paid in cash and the amount paid through the use of discount voucher/s. Should the farmer choose to receive a receipt for their counterpart, merchants must issue two receipts: one which will reflect the amount paid in cash would be given to the farmer, and the other one will reflect the amount paid thru discount voucher and will be submitted to DA-RFO.



7. The following shall be uploaded to the system together with other proof of transaction including (1) picture of beneficiary with the commodity, (2) picture of beneficiary's ID, and if claimed through a representative, picture of representative's ID (front and back for the person who will claim); (3) BIR-registered receipts or invoices; and (4) other documents, if applicable, such as;
 - a. For representatives who will claim: authorization letter and picture of farmer-beneficiary's ID being represented
 - b. For minor errors in the details of farmer-beneficiary in the voucher, the RSBSA Updating Slip A Form and the proof of identity with correct details.

Refer to Annex I for the guidance in uploading documents. Completion of this process is required for the transactions to be considered successful.

Merchants must ensure that farmer-beneficiaries' faces will be recognized in the photos that will be uploaded in the system, thus face masks shall be taken off in taking photos. Photo orientation must be in portrait.

8. For farmer-beneficiaries who realized that their voucher amount exceeded the allocation for their farm area, they may surrender their vouchers to their respective DA-RFOs for replacement with the correct amount.

iii. Settlement

All successful transactions are recorded to the IMP. Merchants should ensure the correctness of the transactions for payment.

1. Transactions submitted by the merchants will reflect in the IMP in which the *Reviewer* can access. Among the review parameters that will be used are (1) correctness of the amount claimed as reflected in the voucher value; (2) correctness of the entries in the issued receipt/s as attached to the transaction; and, (3) completeness of the uploaded documents as stipulated in Annex I. DA-RFO may identify additional parameters as deemed necessary. Preferably, the review must be finished within 3 working days from the merchant's submission.

Return of transactions (Return Transaction) shall be enacted when there are errors in transactions such as wrong attached photo, no photo, no receipt, errors in the



receipt details, no valid ID and other relevant errors uploaded by the merchant in the system.

Returning transactions can be done at any point of the process as long as the transaction file has not been generated by the *Approver* in the IMP.

In the review process of the *Reviewer*, if there were errors in the transaction it will be returned to the *Program Focal*. The *Program Focal* will then return the transaction to the *Merchant*. The merchant has to edit and resubmit the voucher whose transactions were returned.

2. The *Reviewer* will review the submitted transactions, and endorse to the *Approver*. The *Approver* may also return transactions when there are observed errors.
3. *Approver* will prepare the settlement report using the prescribed credit file format with complete details and will send an email to DA-ICTS containing the transaction file with an endorsement letter signed by RED (Refer to Annex J).
4. DA-ICTS shall encrypt and transmit the same to DBP via a secured electronic interface, file transfer, or any form of transmission as may be agreed upon by and among implementing partners.

DBP will not charge anything from DA-RFO for its banking services. Instead, the following applicable fees will be deducted from the merchant's proceeds from the Program:

- a. Credit to DBP Account – None
- b. Credit with Other Bank (PesoNet)– Php50.00 per transaction

The merchants should review their bank details and must not contain special characters prior to the submission of transactions for payment to avoid errors and/or delay in the processing of payments. (i.e. account name, account number, date of the last transaction). The bank account must be an active and not a dormant account. In case of invalid transactions due to incorrect bank details, dormant, name mismatch, etc., DA-ICTS will update transactions via IMP based on the DBP Feedback Status Report. DA-RFO will receive a system generated notification. DA-RFO to reprocess the transaction via IMP. All additional applicable fees, resulting from the abovementioned cause/s, will be deducted from the merchant's payments from the Program.



Timelines for the processing of the settlement are reflected in Annex K.

iv. Payment Discrepancies

For incidences of overpayment to merchants or overcharging/double-claiming of fertilizer discount vouchers to farmer-beneficiaries, the following actions will be undertaken:

1. Overpayment to Merchants

Merchants shall issue a debit authority addressed to their servicing bank indicating the amount to be returned and the Program Fund Account source where the debit will be transacted.

2. Overcharging/double-claiming of farmers

The excess amount shall be carried over to the next cropping season/s or until the said amount has been completely paid.

The farmer-beneficiary will not be able to claim the fertilizers using the vouchers as this will be considered as payment.

Flowchart for the processes, from scanning of vouchers until payment is reflected in Annex L.

V. TIMELINES

The following timelines shall be observed for the Program. The timelines may be amended as needed via a memorandum approved by the undersigned.

Particulars	Wet Season March 16 - Sept. 15	Dry Season Sept 16-March 15
Generation of Vouchers	August 15	February 15
Claiming of Fertilizers Using Vouchers	August 31	February 28
Last day of Submission of good-for-payment transactions (re-scanning of vouchers)	September 15	March 15
Payment to Merchants	September 30 or the last	March 31 or the last

	banking day of September	banking day of March
Submission of Liquidation Documents	October 31 or the last banking day of September	April 31 or the last banking day of April

VI. ROLES OF PARTICIPATING OFFICES/UNITS

The following are the duties and functions of the participating offices/units:

A. DA-Field Operations Service/National Rice Program

1. Spearhead the overall coordination for the implementation of the Program;
2. Prepare and facilitate the approval of all necessary documents (Special Orders, Joint Memorandum Circulars, Memorandum of Agreement, etc.) for the implementation of this activity;
3. Secure approval/authority from the Bureau of Treasury to utilize and maintain the existing Program Fund Accounts of DA-RFOs for this Program;
4. Conduct briefing with DA-RFOs and other agencies/offices involved in the Program implementation;
5. Conduct operational monitoring and evaluation of the implementation;
6. Identify, analyze, and provide advice/strategies on the operational bottlenecks of the Program;
7. Encode fund source/s in the IMP;
8. Conduct over-all coordination for the preparation of the reports; and
9. Submit regular and terminal reports to the Office of the Secretary.

B. DA-ICTS

1. Conduct briefing with DA-RFOs and other agencies/offices involved in the Program implementation;
2. Conduct system monitoring and evaluation of the implementation;
3. Identify, analyze, and provide advice/strategies on the operational bottlenecks of the Program;
4. Provide necessary data for report generation;
5. Conduct training for IMP end users including RFO personnel and accredited merchants;
6. Submit the DA-RFO endorsed good-for-payment transactions to DBP through a Secure File Transfer Protocol (SFTP) or other electronic means mutually agreed upon by the Parties; and
7. Issue an IMP and FIMS manual specific for this Program, five working days after the approval of this Memorandum Order, to include the following concerns:

- Users and Functions
- Accreditation of Fertilizer Dealers, Distributors, Outlets, and FCAs
- Beneficiary Selection, Voucher Generation, Voucher Distribution and Voucher Cancellation
- Claiming of Vouchers
- Settlement
- Payment Discrepancies
- Error Handling and Troubleshooting

D. DA-RFO

1. Identify the areas (municipal level) for the implementation of the Program;
2. Designate the authorized users in the IMP (*Program Focal Person, Reviewer, and Approver*);
3. Provide augmentation funds for logistical support, if necessary;
4. Conduct gathering of relevant data from the previous cropping to assess Program performance or activity contribution;
5. Enter into an Agreement with the DBP for the implementation of the said Program.
6. Mobilize its concerned personnel to coordinate with interested merchants to participate in the implementation of the Program with the following requirements:
 - a) Submission of letter of intent (LOI) (Refer to Annex D);
 - b) Willing to submit accreditation requirements and attend the required trainings;
 - c) Enter into an agreement with the DA-RFO for the implementation of the Programs;
 - d) Facilitate the distribution of fertilizer;
 - e) Enter into a data sharing and non-disclosure agreement with the DA-RFO for the implementation of the Programs;
 - f) Secure from DBP the system-generated reports (Credited and Refunded Transactions) to DA to be transmitted thru the Secured File Transfer Protocol (SFTP) provided by DBP or other electronic means mutually agreed upon by the Parties;
 - g) Ensure that DBP shall automatically refund to the DA account all rejected transactions, net of applicable service fees;
 - h) Receive from DBP the monthly status report (credited and refunded transactions) to DA within 15 days from the preceding month; and
 - i) Shall submit liquidation documents to DA-RFOs.
7. Conduct the evaluation process and provide accreditation to interested fertilizer merchants;
8. Ensure that the accredited merchants' selling price is the market prevailing price of fertilizers as per FPA monitored price;
9. Establish a mechanism or tool for feedback or complaints from farmers and provide responses to them;

10. Mobilize its concerned office/unit personnel to coordinate with the LGU and ensure that the following are being carried out:
 - a) Conduct of information dissemination to farmers and ensure that the implementing guidelines and other issuances are understood by all partner implementers;
 - b) Preparation of a masterlist of farmer-beneficiaries eligible for this Program;
 - c) Validate the planting of farmers who used their own or self-purchased seeds, and generate the certified masterlist for such;
 - d) Mobilization of agricultural extension workers to register all their farmers to the RSBSA;
 - e) Coordination regarding the release of discount vouchers under the Program and the timely distribution of fertilizer discount vouchers to farmers;
 - f) Validation and certification of the authenticity of all documents presented by the farmer-beneficiaries and merchants for this activity;
 - g) Orderly and smooth coordination in the claiming of fertilizers using discount vouchers;
 - h) Facilitation of the consolidation and submission of liquidation documents such as masterlists, BIR-registered receipts and invoices, among others; and
 - i) Reports are submitted periodically.
11. Spearhead distribution of fertilizer vouchers in case the LGU do not have sufficient logistical and manpower resources to cover and serve their farmer beneficiaries; and
12. Consolidate and prepare reports for submission to DA-FOS.

E. Development Bank of the Philippines (DBP)

1. DBP to act as DA's partner in the payment of claimed discount vouchers to accredited merchants with the agreed rules and regulations;
2. Allow maintenance of the DA-RFO Program Fund Account where the discount voucher payments shall be settled. RFOs shall be guided by the existing rules governing opening and maintaining of bank accounts by government agencies, i.e. Treasury Circular No. 02, series of 2014;
3. Execute the payment requests from DA immediately within five (5) working days upon receipt of transmission, provided that there are sufficient funds to cover the related payment instructions on the Fund Account;
4. In the event it deems that the identity of the merchant is questionable through its Know-Your-Customer and other verification procedures, the GFI shall first communicate such issues to DA for assistance in the identification process until the concern is fully satisfied;
5. Undertake to exercise due diligence in complying with the payment instruction of DA;



6. Conduct period monitoring for the enhancement of program activities as the case may be;
7. Submit a weekly report on the paid discount vouchers and unsuccessful payments to DA;
8. Debit from the Program Fund Account the amount corresponding to the voucher payments based on the settlement report received from DA;
9. Notify DA of unclaimed and rejected transactions for reversion to the DA Fund; and
10. Provide regular and terminal reports to DA.

VII. LIQUIDATION OF FUNDS FOR DISCOUNT VOUCHER CLAIMS

- A. On a weekly basis or as needed, DBP to provide DA a report of claimed discount voucher payment from the previous banking week.
- B. DBP to provide a monthly statement of account (SOA) of the Fund Account within fifteen (15) days after the preceding month.
- C. At the end of the Program period as specified by DA, DBP shall provide the summary of claimed and unutilized balances to DA within thirty (30) days.
- D. All funds must be reverted by the DA-RFO to the Treasury thirty (30) days after the Program's fund validity.

VIII. MONITORING AND EVALUATION

DA-RFO to undertake the gathering of the necessary data in coordination with the Municipal/City Agriculturist, Provincial Agriculturist, and assigned Local Farmer Technician (LFT).

The reporting, monitoring, and evaluation system shall be led by the Field Programs Coordination and Monitoring Division (FPCMD). Reports shall be submitted to the Office of the Secretary, complete with observations and/or recommendations.

IX. SUPPLEMENTAL GUIDELINES

The DA-RFOs are hereby authorized to formulate detailed supplementary guidelines to address peculiar situations per region. These supplemental guidelines shall be in the form of a memorandum circular subject to the approval of the undersigned prior to implementation.

X. AMENDMENT CLAUSE

This Memorandum Circular may be reviewed, amended, or supplemented as the need arises and must be approved by the undersigned.

XI. SEPARABILITY CLAUSE

If any clause, sentence, or provision of the Memorandum Circular shall be declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.



XII. EFFECTIVITY CLAUSE

This Memorandum Circular shall be effective 15 days after its publication in the Official Gazette or in a newspaper of general circulation and shall remain in force unless revoked by a competent authority.

Done this 28 day of APRIL, 2023.



LEOCADIO S. SEBASTIAN, Ph.D., CESO I
Undersecretary for Rice Industry Development



DA-CO-FOS-MC20230428-00001

Annex A Seed Beneficiary Masterlist

Department of Agriculture
Region: _____
LIST OF FARMER-BENEFICIARIES
PROGRAM/PROJECT: _____

PROVINCE: _____
MUNICIPALITY: _____

BARANGAY: _____
TYPE OF AGRICULTURAL INPUT: _____

Organization: _____
Cropping Season: _____

No.	Name			Date of Birth (MM/DD/YY)	LOCATION OF FARM (Barangay)	MOBILE NUMBER	Gender (M/F)	Senior Citizen (Y/N)	Indigenous People (Y/N)	PWD (Y/N)	Farm Area (ha)	Variety	Lot No.	No. of kgs Received	Date Received	Expected Date of Sowing	Previous Season Area Harvested (ha)	Previous Season Production (MT)	Previous Season Yield (MT/HA)	RSBSA Registration Number	Signature
	Last Name+Suffix	First Name	MI																		
1																					
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23																					
24																					
25																					
Total																					

Prepared by:

Submitted by:

Noted by:

Certified Correct:

IA/Coop President/Chairman

Agricultural Technician

City/Municipal Agriculturist

City/Municipal Mayor

Provincial Agriculturist

CAFC/MAFC

MAHALAGANG PAUNAWA: Sa pamamagitan ng aking pagpirma, bilang farmer-beneficiary ay: (i) pinapahintulan ang Kagawaran ng Pagsasaka, na ibahagi sa Departamento o alinman sa mga Operating Units nito o Institusyong Pinansyal ng Gobyerno ang aking mga personal at sensitibong impormasyon at datos na hihilingin ng Kagawaran o alinmanang Operating Units para sa layunin ng pamamahagi ng fertilizer support sa pamamagitan ng fertilizer discount voucher; (ii) pinahihintulutan ang Kagawaran, bawat Operating Unit, accredited fertilizer merchants, at Government Financial Institutions na mag-imbak at magpadala ng naturang impormasyon sa elektronikong anyo sa loob ng tatlong taon.

Annex B
Fertilizer Beneficiary Masterlist

SYSTEM_GENERATED_SA_NUMBER	LAST NAME (Beneficiary Name 1)	FIRST NAME (Beneficiary Name 2)	MIDDLE NAME (Beneficiary Name 3)	SUFFIX AND EXTENSION (Beneficiary Name 4)	FARMER ADDRESS 1 (Street/Purok/Barangay)	FARMER ADDRESS 2 (Municipality)	FARMER ADDRESS 3 (Province)	FARM ADDRESS 1 (Street/Purok/Barangay)	FARM ADDRESS 2 (Municipality)	FARM ADDRESS 3 (Province)	BIRTH DATE (mm/dd/ccyy)	SEX (Male/Female)	CONTACT NO (Mobile No)	4Ps Beneficiary (YES/NO)	Indigenous People (YES/NO)	PWD (YES/NO)	FARM AREA	AREA PLANTED	COMMODITY (Rice)	SUB-COMMODITY/SEED CLASS (Hybrid/Inbred)	VOUCHER VALUE	YEAR FUNDED	FUND SOURCE RFO - (GAA/SUPPLEMENTAL)	SEASON DS/WS	WS Cropping Season Particulars (WS-regular cropping season, WS-3rd cropping, WS)	Month of Planting

SUPPLEMENTAL AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Supplemental Agreement to Memorandum of Agreement dated 24 June 2021 and 29 June 2021 ("the Agreement") is executed and entered into by and among:

The **DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICE** _____, a regional field office under the Department of Agriculture organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at _____, represented herein by the **Undersecretary for Rice Industry Development, LEOCADIO S. SEBASTIAN, Ph.D, CESO I**, duly authorized for this purpose as shown under Memorandum dated _____ in lieu of the Secretary's Certificate, attached hereto as Annex "A", herein referred to as "**DA-RFO** _____";

-and-

The **DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 3, 1986, otherwise known as the Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated February 14, 1998, with address at Sen. Gil J. Puyat Avenue, Makati City, Philippines, represented herein by its _____, duly authorized for this purpose as shown under Secretary's Certificate dated _____, attached hereto as Annex "B", and hereinafter referred to as "**DBP**";

(collectively referred to as the "Parties", or individually as a "Party").

WITNESSETH THAT:

WHEREAS, the DA is the leading agency mandated for the agricultural and fishery development of our local farmers and fisherfolk to ensure the country's food security and resiliency;

WHEREAS, the DA has developed programs and projects that will ensure the production of major crops and commodities amidst the issues aggravated by the global geo-political and economic tensions;

WHEREAS, the DBP and DA signed and entered into a Memorandum of Agreement on 23 June 2021 and 29 June 2021, for the implementation of programs and projects of DA offices and Agencies with DBP;



WHEREAS, the DA-RFO-_____ has been allocated with _____ under the 2023 General Appropriations Act of the National Rice Program for the implementation of the National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons (the "DA Program Fund");

WHEREAS, the DA signed on April 28 2023 a Memorandum Circular entitled as Implementing Guidelines for the Distribution of National Rice Program-Fertilizer Assistance for Rice Farmers Starting 2023 Cropping Seasons stating the rationale, objectives, scope, implementation scheme, penalties, timelines, institutional arrangements, liquidation of funds, monitoring and evaluation, and other terms of the Project which will be funded under the 2023 GAA; and

WHEREAS, the DA-RFO-_____ shall maintain the existing DA Program Fund account with the DBP-_____ Branch and deposit the funding allocated for this Project.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree to enter into a Supplemental Agreement which shall read as follows:

I. THE PROJECT

The DA Memorandum Circular No. 14 Series of 2023 or National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons is implemented by participating DA-RFOs.

Under this Project, the DA-RFO_____ shall allow farmer-beneficiaries to claim fertilizers at accredited fertilizer dealers, distributors, and accredited Farmer Cooperatives and Associations (FCAs), collectively termed as "merchants", using a voucher. The fertilizer vouchers amounting to Php 4,000 per hectare shall be provided to eligible rice farmer-beneficiaries.

A. Objectives

This Project aims to ensure the timely availability of the needed fertilizer for rice production in the targeted rice areas through fertilizer vouchers for CY 2023 cropping seasons.

B. Scope

The Project shall cover the fertilizer distribution under Production Support Services and will be implemented during the Wet Season 2023 and Dry Season 2023-2024 in all rice-producing municipalities and provinces distributed in Region _____.



C. Eligible Beneficiaries

Farmer-beneficiaries of this support program are farmers who will plant inbred or hybrid rice. They must be registered to the Registry System for Basic Sectors in Agriculture (RSBSA) and encoded in the Farmers' and Fishers' Online-Registry System (FFRS).

II. PROJECT FUND ACCOUNT

The DA-RFO shall open and maintain a savings Project Fund Account as approved by the Bureau of Treasury (BTr) with the DBP-_____ Branch.

III. OBLIGATIONS OF THE PARTIES

A. DA-RFO _____

1. Provide the funds necessary to support the implementation of the Project;
2. Open and/or maintain the DA-RFO Project Fund Account under DBP _____ Branch as authorized by the Bureau of Treasury (BTr);
3. Mobilize the DA-RFO personnel and coordinate with the LGUs for beneficiary identification, voucher distribution, and voucher claiming;
4. Accredited fertilizer suppliers in their coverage areas as accredited fertilizer merchant dealers where the farmer-beneficiaries can claim fertilizers using their voucher;
5. Conduct the review of the pay-out records made by the merchants based on a project implementing guidelines, and endorse to the Regional Executive Director the good-for-payment transactions for approval;
6. Transmit the endorsement letter and the settlement report containing the good-for-payment transaction file to DA-Information and Communications Technology Service (DA-ICTS) for processing and endorsement of payments to DBP via SFTP;
7. Perform any amendments, corrections, and cancellations of transactions, as necessary; and
8. Coordinate with DBP for any concerns in the implementation of the Project.

B. DBP

1. DBP to act as DA's partner in the payment of claimed vouchers to accredited merchants with the agreed rules and regulations in the MOA and Supplemental Agreement;
2. Maintains the DA-RFO Program Fund Account where the discount voucher payments shall be settled. RFOs shall be guided by the rules governing bank accounts by government agencies such as Treasury Circular No. 02 series of 2014 (Guidance in the Opening



- of Bank Accounts for Receipts and MDS Disbursements of NGAs);
3. Executes the payment requests from DA within five (5) banking days upon receipt of a transmission, provided sufficient funds;
 4. For payment transactions amounting to more than Five Hundred Thousand Pesos (Php 500,000.00), the DBP shall collect from DA the complete or full name of the merchant following the prescribed DBP format;
 5. In the event that the identity of the merchant is deemed questionable through its verification procedures, DBP shall first communicate such issues to DA for assistance in the identification process until the concern is addressed;
 6. Exercises due diligence in complying with the payment instructions of the DA;
 7. Conduct periodic monitoring and recommend measures to improve the program implementation as the case may be;
 8. Provide system-generated reports (Credited and Refunded Transactions) to DA to be transmitted thru the Secured File Transfer Protocol (SFTP) provided by DBP;
 9. Debits from the Project Fund Account the amount corresponding to voucher payments based on the settlement report received from the DA;
 10. Notify DA of unclaimed and rejected transactions for reversion to the DA Fund;
 11. All rejected transactions will automatically be refunded to the account of DA net of the service fee; and
 12. Provide DA with the monthly status report (credited and refunded transactions) to DA within 15 banking days from the preceding month.

IV. LIMITATION ON LIABILITIES:

- A. In any event, no Party will be liable to the other for any kind of damages, including loss of profit or revenues, or loss of prospective business advantage, regardless of whether the Party had been advised of such damages or whether that liability arises in contract, tort, strict liability, breach of warranty or otherwise; Provided, no neglect, fraud, delay, or non-compliance can be attributed to the erring Party.
- B. Each Party shall keep the other Parties free and harmless and indemnify the other from third-party claims, suits, or demands which are due to gross negligence or fraudulent acts or omissions, or willful misconduct solely attributable to one but not the other.

V. DBP FACILITY AVAILED

Direct credit to their DBP Accounts and/or via PESONet if for credit with other bank account/s of the accredited merchants in accordance with the terms and conditions of this Agreement.



VI. FUNDING, FEES, AND CHARGES

DBP will not charge anything from DA-RFO _____ for its banking services. Instead, the following applicable fees will be deducted from the merchant's proceeds from the Project:

- A. Credit to DBP Account – None
- B. Credit with Other Bank (PesoNet)– Php50.00 per transaction

VII. LIQUIDATION OF FUNDS FOR VOUCHER CLAIMS

1. On a weekly basis or as needed, DBP is to provide DA a status report of credited and refunded transactions of the previous banking week.
2. DBP is to provide a monthly statement of account (SOA) of the Fund Account within fifteen (15) days after the preceding month.
3. At the end of the Project period as specified by DA, DBP shall provide the summary of credited and unutilized balances to DA.
4. All funds must be reverted by the DA-RFO to the Bureau of Treasury thirty (30) days after the Project's fund validity.

VIII. HANDLING CONCERNS AND/OR COMPLAINTS

The disputes/complaints/inquiries by merchants should be handled and coursed through DA RFO/CO or through the complaint desk/hotlines as designated by the DA.

DBP, however, shall respond to and resolve within five (5) banking days from receipt of any complaint as endorsed by DA RFO/CO, in relation to the status of processing and crediting of proceeds based on the received payment instructions from DA.

DA and DBP to designate their respective authorized contact person in relation to the following activities:

PARTICULARS	DA	DBP
Settlement/Funding Account		
Processing of Transaction		
Reports		
Inquiries and complaints		



IX. PAYMENT AND DISTRIBUTION

- A. DA-RFO to authorize DBP to pay its accredited merchants the corresponding amount of claimed vouchers as endorsed by DA-ICTS.
- B. The payment shall be without prejudice to the application of DBP policies against money laundering and terrorist financing, including and especially those provisions on customer acceptance and due diligence requirements.
- C. DBP to debit the DA Project Fund the principal amount and deduct from the proceeds the applicable service fee upon receipt of the transaction file from DA.

X. PERFORMANCE COMMITMENTS

For purposes of liquidation of the National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons Seasons downloaded to DBP, the following Reporting Requirements shall be provided:

- A. The Bank shall provide DA-RFO with the Delivery Status Report for credited and rejected transactions on a daily basis or as the need arises.
- B. The Delivery Status Report for Credited Transaction shall contain, among others, the following information:
 - 1. DA Project Reference Number
 - 2. Transaction Amount
 - 3. Account No.
 - 4. Name of Bank
 - 5. Account Name (DA accredited merchants/dealers distributors and FCAs)
 - 6. Transaction Date
 - 7. Address
 - 8. Remarks
- C. The Delivery Status Report for Rejected Transaction shall contain, among others, the following information:
 - 1. Service Code
 - 2. Status
 - 3. Remitter Name
 - 4. Beneficiary Name (DA accredited merchants/dealers distributors and FCAs)
 - 5. Processed Date
 - 6. DA Project Reference Number
 - 7. Account Beneficiary Details
 - 8. Remarks



D. Turn Around Time (TAT)

1. Standard TATs are as follows:

Doer	Process	Turn Around Time
DA ICTS	Sends transaction to DBP via SFTP	
DBP-FDSOD	Processing of payment instruction from DA	Within five (5) banking days upon receipt of instruction/Transaction File
DBP-FDSOD	Daily Generation and submission of Delivery Status Report (credited and rejected) via SFTP	Daily Basis or as the need arises
DBP-OFWRMD	Monthly Report of Credited and Rejected Transaction	Within fifteen (15) banking days from the preceding month
DBP Branch	DA-RFO Monthly Statement of Account (SOA) of the DA Project Fund	Within 15 banking days from the preceding month
DBP-FDSOD/Ofw RMD	Summary of Credited and Rejected Transactions	At the end of the Project Period as specified by DA

2. Rejected transactions due to incorrect details shall be automatically refunded to the respective DA-RFO Project Fund net of the service fee the following banking day upon receipt of the status from the beneficiary bank.
3. The request for the cancellation of uploaded transactions by DA shall be accommodated by DBP on a best-effort basis.
4. DA-RFO shall provide DBP with the names and specimen signatures of its authorized representatives. Likewise, the DA undertakes to immediately inform the DBP of any subsequent changes/replacements of such DA RFO representatives.

In the absence of notification on the changes/replacements, DA shall be bound by the representation made by its authorized representatives previously given to the DBP and the latter shall not be made liable for any damage caused by any misrepresentation.

5. At the end of the Project, DBP shall provide DA-RFO the Liquidation Report and Statement of Account for reconciliation purposes.



XI. DISPUTE RESOLUTION

The parties shall in good faith endeavor to reach an amicable settlement of all differences of opinion or disputes which may arise between them arising out of or in connection with this Agreement.

In the event that the parties are unable to reach an amicable settlement within a period of one (1) month from a written notice by one party to the other specifying the nature of the claim or dispute, and seeking an amicable settlement, all claims and disputes shall be settled in accordance with the provisions of Section 66, 67, 68, 69, 70 and 71, Chapter 14, Book IV, Title III of the Administrative Code of 1987 (Executive Order No. 292) and Uniform Rules on Dispute Resolution for Government Agencies and Instrumentalities, and Government-Owned or Controlled Corporations issued by the Department of Justice, in relation to Presidential Decree No. 242 (Prescribing the Procedure for the Administrative Settlement of Claims and Controversies Between or Among Government Offices, Agencies, and Instrumentalities, including Government-Owned and Controlled Corporations, and for Other Purposes), as amended.

XII. CONFIDENTIALITY

During the term of this agreement and all times thereafter, DA-RFO and DBP shall undertake not to divulge to any third party any information regarding the operations, practices, specifications, personal data of farmer-beneficiaries and activities of each contracting party without the prior consent of the other party.

XIII. MISCELLANEOUS

In case of conflict between the provisions of the Memorandum of Agreement dated 24 June 2021 and 29 June 2021 and this Supplemental Agreement, the provisions of the latter shall prevail.

All other terms and conditions of the Agreement, not otherwise inconsistent with Memorandum of Agreement 24 June 2021 and 29 June 2021 shall be deemed reproduced herein and shall remain in full force and effect and are hereby ratified and made an integral part hereof by reference.

XIV. SEVERABILITY

If at any time, any provision of this Agreement is adjudged to be or becomes illegal, invalid, or unenforceable in any respect under the law, rules, and regulations with any competent jurisdiction, the legality, validity, and enforceability of such provisions not so affected or impaired shall subsist and remain valid as between the Parties.



XV. EFFECTIVITY

This Supplemental Agreement shall take effect immediately upon signing and remain effective until there is an available Program Fund to support the Project, and/or within the fund validity period unless terminated earlier by either of the Parties on justifiable grounds.

XVI. AMENDMENTS

This Supplemental Agreement may be reviewed, amended, or supplemented as the need arises and only through a written instrument duly executed and signed by competent authorities of both Parties.

XVII. OGCC REVIEW CLAUSE

The Parties acknowledge that this Supplemental Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the Parties agree to supplement/amend/restate this Agreement and incorporate the additional comments/revisions that the OGCC may impose in its review/clearance Memorandum, with effect from the date of signing hereof.



IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have hereunto affixed their signatures on this ____ day of _____ 2023, in _____, Philippines.

DEPARTMENT OF AGRICULTURE

LEOCADIO S. SEBASTIAN, Ph.D., CESO I
Undersecretary for Rice Industry Development

Signed in the presence of:

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE ____**

Regional Executive Director
DA-RFO ____



WITNESS WHEREOF, the Parties, through their duly authorized representatives, have hereunto affixed their signatures on this ____ day of _____ 2023, in _____, Philippines.

DEVELOPMENT BANK OF THE PHILIPPINES

Signed in the presence of:

DEVELOPMENT BANK OF THE PHILIPPINES



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

_____)S.S.

BEFORE ME, a Notary Public for and in above-stated locality this ____day of _____ personally appeared:

Names	Government-Issued ID	Date and Place Issued
LEOCADIO S. SEBASTIAN, Ph.D, CESO I Undersecretary for Rice Industry Development		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he/she has the authority to sign in behalf of his principal.

The foregoing document is a **Supplemental Agreement to Memorandum of Agreement dated 24 June 2021 and 29 June 2021** which consists of _____ pages, including the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2 0 2 3.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
_____)S.S.

BEFORE ME, a Notary Public for and in above-stated locality this ____ day of _____ personally appeared:

Names	Government-Issued ID	Date and Place Issued
Development Bank of the Philippines Represented by: XXXXXXXXXX	TIN 000-449-609	

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he/she has the authority to sign in behalf of his principal.

The foregoing document is a **Supplemental Agreement to Memorandum of Agreement dated 24 June 2021 and 29 June 2021** which consists of _____ pages, including the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2 0 2 3.



Annex D
Letter of Intent

[Letterhead of Company]

[Date]

[Name of Regional Executive Director]

Regional Executive Director

Department of Agriculture Regional Field Office _

[Office Address]

Dear [Recipient's surname],

This is to express my intention to take part as partner merchant in the Department of Agriculture's National Rice Program – Fertilizer Discount Vouchers to Rice Farmers.

I agree to comply and provide the following requirements that are needed to participate in this Program:

- Accept discount vouchers from program beneficiaries as payment for claiming of fertilizers;
- Facilitate online processing of transactions to include provision of required equipment (android phone with basic camera functions for scanning) and manpower;
- Capture data and other supporting documents and submit these to the Local Government Unit (LGU);
- Open or must have a business bank account to facilitate settlement of voucher payments, or shoulder transaction costs incurred should they opt for other fund transfer mechanisms like credit to other bank account; and
- Offer fertilizer on a per kilogram basis.

Should the DA-RFO ___ deem that we are eligible to partake in this Program, we could be reached thru phone number: _____ or mobile number: _____ so that we can discuss the next steps of action.

We look forward to working with you.

Very truly yours,

[Name of Company Head]

[Designation]



Annex E
DA-RFO - Merchant Agreement

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and among:

The **DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICE** _____, a regional field office under the Department of Agriculture organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at _____ represented by its Regional Executive Director, _____, herein referred to as "**DA-RFO** _____";

-and-

The ____**[business name]**_____, a business entity registered at ____**[SEC/DTI/CDA/BIR]**_____ with principal office at _____ represented herein by its ____**[designation of representative]**_____, ____**[name of representative]**_____, and hereinafter referred to as "**MERCHANT**";

(collectively referred to as the "Parties", or individually as a "Party").

WITNESSETH THAT:

WHEREAS, the DA and DBP signed and entered into a Memorandum of Agreement on 24 June 2021 and 29 June 2021 for the implementation of programs and projects of DA Offices and Agencies with DBP;

WHEREAS, on 18 April 2023, the DA issued its Memorandum Circular No. 14 Series of 2023 or the National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons Seasons;

WHEREAS, in accordance with the Memorandum Circular No. 14, Series of 2023, Section 6, Letter B, the DA-RFO-_____ has entered into a Supplemental Agreement with DBP- _____ for the transfer of funds for this Program and to commence the implementation of the program;

WHEREAS, the Merchant has agreed to participate in this Program by providing its services where farmer-beneficiaries can claim their fertilizers; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree and stipulate as follows:

I. THE PROGRAM

The DA Memorandum Circular No. 14, Series of 2023 or National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons Seasons will be implemented by DA-RFO _____.



Under this Program, the DA-RFO _____ shall allow farmer-beneficiaries to claim fertilizers at accredited fertilizer dealers, distributors, and accredited Farmers Cooperatives and Associations (FCAs), collectively termed as “merchants”, using a discount voucher with an amount equivalent to Five Thousand One Hundred Pesos (P4,000.00) per hectare for inbred or hybrid.

1. Objectives

This Program aims to ensure the timely availability of the needed fertilizer for rice production in the targeted rice areas through fertilizer discount vouchers.

2. Scope

The Program shall cover the 2023 cropping seasons in selected rice-producing municipalities and provinces distributed in RFO ____.

3. Eligible Beneficiaries

Preferably, beneficiaries of this Program are farmers who received the high-quality seeds (inbred and hybrid) in the targeted rice areas to allow them to adopt the full high yield technology practices.

Rice farmers in target areas that are registered under the Registry System for Basic Sectors in Agriculture (RSBSA) and encoded in the Farmers' and Fishers' Registry System (FFRS) will be eligible for this Program. Preference shall also be given to farmers in areas with low fertilizer adoption rate. Farmers not yet registered may be served provided that they would enroll in the RSBSA through printed forms in their respective LGUs.

II. OBLIGATIONS OF THE PARTIES

The parties agree unless otherwise agreed in writing:

1. DA-RFO _____

1. Mobilize its concerned personnel to coordinate with interested merchants to participate in the implementation of the Program with the following requirements:
 - a. Submission of letter of intent (LOI);
 - b. Submit accreditation requirements and attend the required trainings:
 - Letter of Intent;
 - Registration under DTI, SEC, or CDA;
 - Registration under BIR;
 - License to Operate by FPA;
 - BIR-registered receipts and invoices;
 - Equipment such as phones/tablets operation on android system version 6 and above, internet connectivity, and manpower for facilitating online transactions;



- Proper fertilizer storage facility;
 - Existing inventory that the nearby program rice areas may avail; and
 - Existing business bank account
- c. Enter into an agreement with the DA-RFO for the implementation of the Program;
 - d. Shall facilitate the distribution of fertilizer; and
 - e. Shall submit liquidation documents to DA-RFOs within the period of this MOA and ensure that there is no overpayment.
2. Conduct the evaluation process and provide accreditation to interested fertilizer merchants;
 3. Conduct briefings or trainings to merchants as necessary; and
 4. Inform merchants if there are updates or changes in the implementing guidelines of the Program.

2. Merchant

1. Submit Letter of Intent (LOI) along with the required documents for evaluation of the DA-RFO.
2. Attend trainings conducted by DA-RFO in the use of the Interventions Management Platform (IMP).
3. Put up banners in their store for farmer-beneficiaries to be able to check that the merchant's store is participating in the Program.
4. Facilitate distribution of fertilizers to farmer-beneficiaries.
5. Maintain similar or same prevailing price for fertilizers whether sold on cash basis or with the use of fertilizer discount vouchers.
6. Shall not collect/charge any additional cost on top of the prevailing price.
7. Exercise due diligence and ensure that all requirements are complete before allowing farmer-beneficiaries to claim the fertilizers.
8. Provide BIR-registered receipts or invoices for the transaction where the discount voucher was used.
9. Follow the procedures in the implementing guidelines issued by DA and DA-RFO ____.
10. Ensure sufficient supply of fertilizers in their area.
11. In cases, there is an overpayment to the account of the merchant, the merchant shall issue a debit authority addressed to the issuing Bank indicating the amount to be returned and the Programt Fund Account source where the debit will be transacted.
12. Immediately coordinate with the DA-RFO on any concerns in the program implementation.
13. Submit liquidation documents to DA-RFO ____ on a regular basis.

III. NON-DISCLOSURE AGREEMENT

Confidential Information of the Parties exchanged in connection herewith shall be as defined, and treated in accordance with, the provisions of the

Non-Disclosure Agreement attached as Annex A and the Data Processing Agreement attached as Annex B, the terms and conditions of which are incorporated herein by this reference. The Parties further agree that all terms and conditions of this Agreement shall be deemed Confidential Information as defined therein.

IV. SEPARABILITY CLAUSE

If any clause, sentence, or provision of the Memorandum of Agreement shall be declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.

V. REPEALING CLAUSE

All other previous orders, issuances, rules, and regulations inconsistent with or contrary to this Memorandum of Agreement are hereby repealed and revoked.

VI. PENALTY CLAUSE

The DA-RFO__ reserves the right to file for appropriate sanctions against certain individuals including the farmer-beneficiaries and the persons at the Local Government Units (LGUs) who are involved in reselling fertilizers provided by the DA-RFO__ thru the fertilizer discount voucher.

The DA-RFO __ also has the right to file for appropriate sanctions such as, but not limited to, cancellation of IMP log-in credentials of merchants who are involved in exchanging the vouchers for cash instead of inorganic fertilizers or selling of fertilizers at a higher price when purchased using fertilizer discount voucher as compared with selling on a cash basis.

VII. EFFECTIVITY

This Memorandum of Agreement shall take effect immediately upon signing and remain effective until December 31, 2024, unless terminated earlier by either of the Parties on justifiable grounds.

This Agreement shall take effect immediately upon signing and remain effective until the validity of funds unless terminated earlier by either of the Parties on justifiable grounds.

VIII. AMENDMENTS

This Agreement may be reviewed, amended, or supplemented as the need arises and only through a written instrument duly executed and signed by the Parties.



IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have hereunto affixed their signatures on this____ day of _____ 2023, in _____, Philippines.

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE _____**

Regional Executive Director
DA-RFO _____

Signed in the presence of:

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE _____**

Regional Technical Director
DA-RFO _____



IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have hereunto affixed their signatures on this____ day of _____ 2023, in _____, Philippines.

MERCHANT
<div></div>

Signed in the presence of:

MERCHANT
<div></div>



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

_____)S.S.

BEFORE ME, a Notary Public for and in above-stated locality this ____ day of _____ personally appeared:

Names	Government-Issued ID	Date and Place Issued
REGIONAL EXECUTIVE DIRECTOR		

Known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he/she has the authority to sign in behalf of his principal.

This instrument consists of ____ () pages including this page whereon the acknowledgement is written, and has been signed on each and every page thereof by the parties and witnesses.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2 0 2 3



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

_____)S.S.

BEFORE ME, a Notary Public for and in above-stated locality this ____ day of _____ personally appeared:

Names	Government-Issued ID	Date and Place Issued
Merchant		

Known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that the party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he/she has the authority to sign in behalf of his principal.

This instrument consists of ____ () pages including this page whereon the acknowledgement is written, and has been signed on each and every page thereof by the parties and witnesses.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2023.



NON-DISCLOSURE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This **AGREEMENT**, made and entered into this ____ day of ____, 2023, by and between:

The Department of Agriculture, an instrumentality of the Philippine government, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Elliptical Road, Diliman Road, Quezon City, Philippines, duly represented in this act by its Regional Executive Director, _____, hereinafter referred to as “[**FIRST PARTY**];”

-and-

“[**SECOND PARTY**],” a business entity registered at _____ [SEC/DTI/CDA/BIR] _____ with principal office at _____ represented herein by its ____ [designation of representative] _____, [name of representative], herein referred to as “[**PARTY B**];”

1. The SECOND PARTY, with the following personnel, are being employed or appointed to perform services to gather personal information or sensitive personal information of the farmer-beneficiaries:

Name	Position	Employment Status
1.		
2.		
3.		

2. In the course of performing its duties, obligations, or services for DA, the SECOND information in the possession of, or being maintained by, the DA System, which includes but is not limited to: the implementation of Memorandum Circular No. ____, Series of 2023, National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons Seasons (for the purpose of the document, the enumeration below shall be collectively called confidential information) PARTY may have access to or come across confidential information, technical



DEFINITION OF TERMS

- a. **Personal Information** as defined under R.A. No. 10173, otherwise known as the Data Privacy Act (DPA). It is any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information or when put together with other information would directly and certainly identify an individual e.g. home addresses and other contact details of beneficiaries of DA projects/programs, personnel or persons who have contracts with DA;
- b. **Sensitive personal information** as defined under the DPA includes personal information:
 - (1) About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical, or political affiliations;
 - (2) About an individual's health, education, the genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings;
 - (3) Issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
 - (4) Specifically established by executive order or an act of Congress to be kept classified;
- c. **Privileged information** refers to any and all forms of data which under the Rules of Court and other pertinent laws constitute privileged communication;
- d. **Technical information** such as but not limited to, a list of beneficiaries of the program of DA, suppliers of seeds, machineries, its specifications any materials related to the performance of functions of DA, confidential research data, information the disclosure of which would prejudice intellectual property rights;
- e. **Internal information** pertaining to DA operations such as transcripts of meetings, internal reports, internal memoranda, drafts of decisions or resolutions, videos, pictures which are intended for internal use only, as well as other information that are exceptions to the right freedom of information under the IRR of RA 6713;
- f. Usernames, passwords, access codes, and the like;
- g. Information obtained by the DA from third parties under non-disclosure agreements or any other contract that designated third party information as confidential.



DATA PROTECTION AND DATA PROCESSING

1. The SECOND PARTY shall process or perform operations on confidential information including, but not limited to accessing, collecting, reproducing, recording, organizing, storing, updating or modifying, retrieving, using, disclosing, consolidating, blocking, erasing, or destroying only if reasonably necessary to fulfill the duties assigned in relation to the position or designation occupied; furthermore if the processing is allowed under applicable laws such as DPA and the Code of Conduct and Ethical Standards for Public Officials and Employees.
2. The FIRST PARTY shall comply with the Data Privacy Act of 2012 and its Implementing Rules and Regulations by permitting or requiring the SECOND PARTY to conduct the processing of confidential information referred above only if not otherwise prohibited by law, and when at least one of the following conditions exists:
 - (a) The data subject has given his or her consent;
 - (b) The processing of personal information is necessary and is related to the fulfillment of a contract with the data subject or in order to take steps at the request of the data subject prior to entering into a contract;
 - (c) The processing is necessary for compliance with a legal obligation to which the personal information controller is subject;
 - (d) The processing is necessary to protect vitally important interests of the data subject, including life and health;
 - (e) The processing is necessary in order to respond to national emergency, to comply with the requirements of public order and safety, or to fulfill functions of public authority which necessarily includes the processing of personal data for the fulfillment of its mandate; or
 - (f) The processing is necessary for the purposes of the legitimate interests pursued by the personal information controller or by a third party or parties to whom the data is disclosed, except where such interests are overridden by fundamental rights and freedoms of the data subject which require protection under the Philippine Constitution.
3. The FIRST PARTY shall comply with the Data Privacy Act of 2012 and other applicable laws by prohibiting the processing of **sensitive personal information** and **privileged information**, except in the following cases:
 - (a) The data subject has given his or her consent, specific to the purpose prior to the processing, or in the case privileged information, all parties to the exchange have given their consent prior to processing;



(b) The processing of the same is provided for by existing laws and regulations: Provided, that such regulatory enactments guarantee the protection of the sensitive personal information and the privileged information: Provided, further, That the consent of the data subject are not required by law or regulation permitting the processing of the sensitive personal information or the privileged information;

(c) The processing concerns such personal information as is necessary for the protection of lawful rights and interests of natural or legal persons in court proceedings, or the establishment, exercise or defense of legal claims, or when provided to government or public authority.

4. The SECOND PARTY is required to consult and seek guidance from relevant DA Officers in the event that the SECOND PARTY is unsure of the authority to process or perform operations (access, copy use, disclose, etc.) on confidential or sensitive information.
5. The SECOND PARTY is required to exercise due diligence in safeguarding the confidentiality of such confidential or sensitive information by preventing unauthorized processing of such information such as but not limited to: installing anti-virus software, locking or logging off the computer when not in use, not leaving the office unattended or unlocked, keeping hard copies of Confidential information in a secure place (g. locked drawer or cabinet) when not in active use, shredding such hard copies when no longer needed in accordance with instructions given by the proper official, or any applicable contractual agreement or law.
6. In case of a security breach in the sensitive personal information or confidential information, the SECOND PARTY is obligated to:
 - (a) Report any unauthorized or accidental processing of Confidential Information to the proper office.
 - (b) Report the unlawful or accidental processing of personal or sensitive personal information to the proper head of office and data protection officer.
 - (c) Report any destruction, deletion, accidental sharing, or unauthorized disclosure of such confidential or sensitive information.
7. The SECOND PARTY shall not make use of Confidential Information or sensitive information for personal gain or to the detriment of the DA.
8. Nothing in this agreement will exempt or exonerate the parties from being subjected to Chapter VII of the Data Privacy Act of 2012 if appropriate or necessary.
9. All questions with regard to the interpretation of technical terms used and enforcement of any provision of this Agreement shall be determined in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations.



10. The PARTIES and their agents or representatives who are involved in the processing of personal information shall operate and hold personal information under strict confidentiality if the personal information is not intended for public disclosure. This obligation shall continue even after leaving the public service, transferring to another position, or upon the termination of employment or contractual relations.

11. **Acknowledgement.** The SECOND PARTY acknowledges the strict confidential and proprietary nature of all Confidential Information received from the FIRST PARTY, and that it has no proprietary right whatsoever to the Confidential Information which ownership remains with the FIRST PARTY unless otherwise mutually agreed upon in writing by the Parties.

Both Parties acknowledge that no other right or license, whether expressed or implied, in the Confidential Information is granted to the SECOND PARTY hereunder. Title to the Confidential Information will remain solely in the FIRST PARTY. All use of Confidential Information by the SECOND PARTY shall be for the benefit of the FIRST PARTY and any modifications and improvements thereon by the SECOND PARTY shall be the sole property of the FIRST PARTY.

12. **Obligation to Maintain Confidentiality.** Neither Party shall, without the prior written consent of the other party:

- a. disclose to any person that it possesses such Confidential;
- b. disclose any or all parts of the Confidential Information to any person, including any third party or employee of the Parties, unless such persons are required to have knowledge of the Confidential Information for the Parties to achieve their mutual purposes, as may be determined by the original FIRST PARTY, and they have been advised of the confidential and proprietary nature of the information and have agreed to protect and keep the same confidential; or
- c. reproduce, copy or permit to be reproduced or copied Confidential information in any medium or form except as may be necessary for their mutual purposes; Provided, that the SECOND PARTY shall AT ALL TIMES protect the Confidential Information by using the same degree of care to prevent its unauthorized use, dissemination or publication as the SECOND PARTY uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, and that the SECOND PARTY shall enforce this Agreement against those persons to whom it is authorized to disclose the FIRST PARTY's Confidential Information for and on behalf of the FIRST PARTY.

13. **Exclusions.** The Parties' restrictions under clause 3 shall not apply to Confidential Information which:

- (a) becomes publicly known through no wrongful act of the Parties, or



(b) becomes known to the Parties without confidential or proprietary restriction from a source other than any of the Parties, or

(c) the SECOND PARTY can show by written records was rightfully in its possession prior to this Agreement; or

(d) the SECOND PARTY is obliged by law or proper government authority to disclose, in which case it shall notify the FIRST PARTY in writing of the circumstances under which such disclosure will be made, including the nature of the disclosure and the entity to which it is to be made.

Notwithstanding the above, if the SECOND PARTY is obliged or required by any court or governmental, regulatory, or other body or person, to disclose Confidential information, it shall, if so required in writing and for valid and lawful reasons by the FIRST PARTY, and if practicable or feasible, cooperate with the FIRST PARTY in making such disclosure subject to a protective order or other appropriate remedies to preserve the confidentiality of the Confidential Information.

14. Obligations of the Parties. In consideration of the mutual exchange and disclosure of Confidential Information, each Party undertakes, in relation to the other party's Confidential Information:

- a. To maintain the same in confidence and to use it solely and exclusively for the mutual purpose or purposes of the Parties, for which the Confidential Information was disclosed, and not for any other purpose or benefit or for the purpose or benefit of any unauthorized third party;
- b. Not to copy, reproduce, or reduce in writing any part thereof except as may be reasonably necessary for the Parties' mutual purpose or purposes;
- c. Not to disclose the same whether to its employees or to third parties, except in confidence to such employees who need to know the same for the mutual purpose or purposes of the Parties. Both Parties undertake that these employees or third parties are obliged under their respective contracts of employment or service agreement or similar confidentiality agreements not to disclose the Confidential Information;
- d. To be responsible for the performance of sub-clauses (a), (b) and (c) above on the part of its employees/agents/representatives to whom the same is disclosed pursuant to sub-clause (c) above; and
- e. To apply thereto security measures and such degree of care not less than those which the SECOND PARTY applies to its own confidential or proprietary information and which the Recipient warrants as providing adequate protection of such information from unauthorized disclosure, copy or use.
- f. To secure all Confidential Information retained by the SECOND PARTY in a place with access limited only to the SECOND PARTY'S employees or agents who need to know such information for purposes of this Agreement.

15. Assignment. This Agreement is not assignable without the other Party's prior written consent. Any attempt by One Party to assign or transfer any of the rights,



obligations, or duties of this Agreement without the prior written consent of the other Party shall be void and of no effect.

16. **Return of Confidential Information.** Upon termination of this Agreement, the Parties shall demand of each other the immediate return of all printed copies of documents and materials containing Confidential Information disclosed to one party by the other, to the possession or control of the FIRST PARTY within (1) one month from completion of the mutual purpose or purposes of the Parties, or receipt of a written request from the other party, which written request shall enumerate the specific documents and materials wished by the FIRST PARTY to be returned to it by the SECOND PARTY. In addition, any electronic copies of such information and data shall be removed from the computers on which they were stored, or if stored on removable media, shall be irretrievably erased or destroyed, and sufficient proof of the foregoing shall be submitted by the SECOND PARTY to the FIRST PARTY within a five (5)-business day period, unless Confidential Information is necessary to be retained for internal purpose. Notwithstanding anything to the contrary in this Agreement, a Party shall not be obligated to erase Confidential Information that is contained in an archived computer system backup made in accordance with such Party's security and/or disaster recovery procedures provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of such Party's data processing procedures; and (ii) such copy shall remain fully subject to the obligation of confidentiality stated herein until the earlier of the erasure or destruction of such copy, or the expiration of such confidentiality obligations. The SECOND PARTY shall certify in writing or through electronic mail to the FIRST PARTY that it retains no copy and has fully complied with the requirements of this clause.
17. Neither of the parties shall be considered in breach of an obligation under the Agreement to the extent that such party can establish that fulfillment of the obligation has been prevented by force majeure.
18. This agreement shall commence at the time of its signing and it shall be effective unless otherwise terminated by the parties.



IN WITNESS WHEREOF, I have affixed my signature to this Agreement this _____ (date) at _____ (City), Philippines.

NAMES OF PARTIES

PARTY A

PARTY B

Witnesses:

SUBSCRIBED AND SWORN to before me this _____, 2023 at _____, Philippines.

Doc. No.

Page No.

Book No.

Series of 2023



DATA PROCESSING AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

The **DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICE** _____, a regional field office under the Department of Agriculture organized and existing under and by virtue of the laws of the Republic of the Philippines, represented by **Regional Executive Director**, _____, herein referred to as "**DA-RFO** _____";
-and-

The _____ **[business name]** _____, a business entity registered at _____ **[SEC/DTI/CDA/BIR]** _____ with principal office at _____ represented herein by its _____ **[designation of representative]** _____, **[name of representative]** _____, and hereinafter referred to as "**MERCHANT**";

(collectively referred to as the "Parties", or individually as a "Party").

WITNESSETH THAT:

WHEREAS, DA-RFO ____ and MERCHANT executed a Memorandum of Agreement dated ____ upon which the Parties wish to engage and enter into an agreement where MERCHANT agreed to participate in National Rice Program - Fertilizer Assistance for Rice Farmers starting 2023 Cropping Seasons Seasons by providing its services where farmer-beneficiaries can claim their fertilizers;

WHEREAS, the Parties acknowledge that the Data Subjects have express rights under the DPA that provide for protection and confidentiality of their Personal Data;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the Parties hereby agree to bind themselves, as follows:

1. DEFINITIONS

- 1.1 **Merchant** refers to a fertilizer merchant that has undergone the accreditation process by the DA-RFO;
- 1.2 **Data Subject** refers to an individual whose personal information is processed.
- 1.3 The terms "**Personal Information Controller**," "**Personal Information**," "**Personal Information Processor**," and "**Processing**," have the meanings given to them in Republic Act No. 10173.

2. PROCESSING OF PERSONAL INFORMATION

- 2.1 The parties agree that **DA-RFO** ____ and **MERCHANT** are Independent Controllers with respect to the processing of such Personal Information



under this DPA as described in Appendix 1. Both parties shall comply with the requirements of Processing Personal Information under R.A. No. 10173.

3. RIGHTS OF DATA SUBJECTS

- 3.1 Each party is separately responsible for honoring Data Subject access requests under the Data Privacy Act (including its rights of access, correction, objection, erasure, and data portability, as applicable) and responding to correspondence, inquiries, and complaints from data subjects.

Each party shall provide reasonable and timely assistance to the other party as necessary to help facilitate compliance with this Section 3.1.

4. DATA BREACH

- 4.1 The Parties will comply with the relevant provisions of rules and circulars on handling personal data security breaches, including notification to the data subject or to the National Privacy Commission, where an unauthorized acquisition of sensitive personal information or information that may be used to enable identity fraud has been acquired by an unauthorized person, and is likely to give rise to a real risk of serious harm to the affected data subject. Under applicable law, not all personal data breaches are notifiable.

5. RETURN AND DELETION OF PERSONAL DATA

- 5.1 On expiry of the Agreement, both parties hereby instruct the other to delete all Personal Data (including existing copies) from their respective systems and discontinue processing of such Personal Data in accordance with Data privacy Act as soon as reasonably practicable and within a maximum period of 60 days, unless Data Protection Law (or, in the case the data is not subject to Data Protection Law, applicable law) requires further storage. This requirement shall not apply to the extent that the Personal Data has been archived on back-up systems so long as such Personal Data is isolated and protected from any further processing except to the extent required by applicable law.

6. EFFECTIVITY

- 6.1 This Data Processing Agreement shall take effect immediately upon signing and remain effective until December 31, 2023, unless terminated earlier by either of the Parties on justifiable grounds.



IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have hereunto affixed their signatures on this____ day of _____ 2023, in _____, Philippines.

DA-RFO RED

Merchant

Signed in the presence of:

Witness 1

Witness 1

Witness 2


Witness



Annex F

RSBSA Updating Slip A: Change of Personal Information


VERSION: 03-2023



REGISTRY SYSTEM FOR BASIC SECTORS IN AGRICULTURE (RSBSA)

UPDATING SLIP A: CHANGE OF PERSONAL INFORMATION

Alamin ang iyong
RSBSA No. gamit
ang RSBSA Finder!
I-scan lang ang QR
na ito



RSBSA No. (system-generated): _____

Full Name: _____
FIRST NAME MIDDLE NAME SURNAME EXT. NAME

PhilSys-registered? ☐ Yes ☐ No
With PhilID/ ePhilID? PCN: _____
 No PhilID/ ePhilID? TRN: _____

DATA FIELD CODE	FROM	TO	REMARKS
	<input type="checkbox"/> PWD <input type="checkbox"/> 4Ps Beneficiary	<input type="checkbox"/> PWD <input type="checkbox"/> 4Ps Beneficiary	

1A - FIRST NAME 2 - BIRTHDAY (MON - DD - YYYY) 6 - MOTHER'S MAIDEN NAME 10 - FCA MEMBERSHIP

1B - MIDDLE NAME 3 - BIRTHPLACE 7 - ADDRESS 11 - IP/ICC AFFILIATION

1C - SURNAME 4 - SEX 8 - CONTACT NUMBER 12 - VULNERABILITY


1D - EXT NAME 5 - CIVIL STATUS 9 - RECORD STATUS CLASSIFICATION (PWD, etc.)

A - for correction
B - for removal
C - additional/new information
Others, please specify

(To be filled-out by C/MAO encoder)
TRANSACTION CODE: _____

THIS OFFICIAL RSBSA UPDATING SLIP IS NOT FOR SALE


VERSION: 03-2023



REGISTRY SYSTEM FOR BASIC SECTORS IN AGRICULTURE (RSBSA)

UPDATING SLIP A: CHANGE OF PERSONAL INFORMATION

Alamin ang iyong
RSBSA No. gamit
ang RSBSA Finder!
I-scan lang ang QR
na ito



RSBSA No. (system-generated): _____

Full Name: _____
FIRST NAME MIDDLE NAME SURNAME EXT. NAME

PhilSys-registered? ☐ Yes ☐ No
With PhilID/ ePhilID? PCN: _____
 No PhilID/ ePhilID? TRN: _____

DATA FIELD CODE	FROM	TO	REMARKS
	<input type="checkbox"/> PWD <input type="checkbox"/> 4Ps Beneficiary	<input type="checkbox"/> PWD <input type="checkbox"/> 4Ps Beneficiary	

1A - FIRST NAME 2 - BIRTHDAY (MON - DD - YYYY) 6 - MOTHER'S MAIDEN NAME 10 - FCA MEMBERSHIP

1B - MIDDLE NAME 3 - BIRTHPLACE 7 - ADDRESS 11 - IP/ICC AFFILIATION

1C - SURNAME 4 - SEX 8 - CONTACT NUMBER 12 - VULNERABILITY

1D - EXT NAME 5 - CIVIL STATUS 9 - RECORD STATUS CLASSIFICATION (PWD, etc.)

A - for correction
B - for removal
C - additional/new information
Others, please specify

(To be filled-out by C/MAO encoder)
TRANSACTION CODE: _____

THIS OFFICIAL RSBSA UPDATING SLIP IS NOT FOR SALE



I hereby declare that all information indicated in this slip are true and correct, and that they may be used by the Local Government Unit and the Department of Agriculture for the purposes of updating my information in the RSBSA and other legitimate interests of the Department pursuant to its mandates.

DATE	PRINTED NAME OF REGISTRANT	SIGNATURE OF REGISTRANT /	THUMBMARK <small>This field is required in case of absence of a signature or inability of the registrant to sign.</small>

Date Signed:

Date Received:

 Name and Signature
CITY/MUNICIPAL AGRICULTURIST
 (or authorized C/MAO Official)

 Name and Signature
ENCODER
 (from C/MAO or DA-RFO)

DATA PRIVACY POLICY

The collection of personal information is for documentation, planning, reporting, and processing purposes in availing agricultural related interventions. Processed data shall only be shared to partner agencies for planning, reporting and other use in accordance to the mandate of the agency. This is in compliance with the Data Sharing Policy of the Department.

You have the right to ask for a copy of your personal data that we hold about you as well as to ask for it to be corrected if you think it is wrong. To do so, you may submit another RSBSA Updating Slip and comply with the updating protocol of the RSBSA.

THIS OFFICIAL RSBSA UPDATING SLIP IS NOT FOR SALE

I hereby declare that all information indicated in this slip are true and correct, and that they may be used by the Local Government Unit and the Department of Agriculture for the purposes of updating my information in the RSBSA and other legitimate interests of the Department pursuant to its mandates.

DATE	PRINTED NAME OF REGISTRANT	SIGNATURE OF REGISTRANT /	THUMBMARK <small>This field is required in case of absence of a signature or inability of the registrant to sign.</small>

Date Signed:

Date Received:

 Name and Signature
CITY/MUNICIPAL AGRICULTURIST
 (or authorized C/MAO Official)

 Name and Signature
ENCODER
 (from C/MAO or DA-RFO)

DATA PRIVACY POLICY

The collection of personal information is for documentation, planning, reporting, and processing purposes in availing agricultural related interventions. Processed data shall only be shared to partner agencies for planning, reporting and other use in accordance to the mandate of the agency. This is in compliance with the Data Sharing Policy of the Department.

You have the right to ask for a copy of your personal data that we hold about you as well as to ask for it to be corrected if you think it is wrong. To do so, you may submit another RSBSA Updating Slip and comply with the updating protocol of the RSBSA.

THIS OFFICIAL RSBSA UPDATING SLIP IS NOT FOR SALE

Annex G

List of Acceptable Identification Documents

- Alien Certification of Registration (ACR)
- Armed Forces of the Philippines (AFP) ID
- Association-issued ID
- Barangay Certification
- DA-issued ID
- Department of Labor and Employment (DOLE) Visa
- Department of Labor and Employment (DSWD)-issued ID
- DSWD Certificate
- Driver's License
- Employment ID (Government and Private)
- Firearm License Card
- Government Service Insurance System (GSIS) e-Card Plus
- Home Development Mutual Fund (HDMF) Card
- Immigrant Certificate of Registration (ICR)
- Integrated Bar of the Philippines (IBP) ID
- LGU-issued ID
- National ID
- National Bureau of Investigation (NBI) Clearance
- National Council for the Welfare of Disabled Persons (NCWDP) Certification
- Overseas Filipino Worker (OFW) ID
- Overseas Workers Welfare Administration (OWWA) ID
- Passport (Local or Foreign)
- PhilHealth ID
- Police Clearance (electronic)
- Postal ID
- Professional Regulation Commission (PRC) ID
- Seafarer's ID and Record Book
- Senior Citizen ID
- Social Security System (SSS) ID
- Student ID (for non-voting/minor age students). Must be currently enrolled. Must present original and submit a clear copy of photo-bearing ID duly signed by the principal or head of the school
- Tax Identification Number (TIN) ID
- Unified Multi-Purpose ID (UMID)
- Voter's ID
- Voter's Certification
- Other IDs that may be approved by the DA for use e.g. Indigenous Peoples' ID, PWD ID, etc.



Annex H
Authorization Letter

[letterhead]

AUTHORIZATION

I, (name of farmer-beneficiary), is authorizing Mr./Ms./Mrs.
(name of representative), who is my
(relation) to claim the fertilizer allocated to me due to
(reason).

Sincerely yours,



[NAME OF FARMER-BENEFICIARY]

Note: DA-Regional Field Offices may translate the letter in their vernacular language for better understanding



Annex I

Sample Photos for Data Capture

<p>Photo 1: Farmer-beneficiary with the commodity</p>	
<p>Photo 2: Proof of identification</p>	<p>1. For Farmers who shall personally claim fertilizers, front and back picture of the farmer-beneficiary's ID</p> 

2. For farmers who will have a representative in the claiming of fertilizers, front and back photo of the representative's ID



Photo 3: BIR-issued Receipts or invoices

Merchants must secure the copy of the sales invoice/official receipt as these documents shall be submitted to the LGU.

1. Official receipt/sales invoice must indicate the name of farmer, address of farmer, quantity of fertilizer, unit of measure, discount voucher used, and amount of fertilizer.

SALES INVOICE				
SOLD to: Name of Farmer		Date: 20		
Address: Address of Farmer		Telephone: 20		
CINCA-PWTS (ID) No:		TIN:		
Business Style:				
QTY	UNIT	ARTICLES	U-PRICE	AMOUNT
Paid thru Voucher				
1	sack	Urea (46-0-0)	P 1,100.00	P 1,100.00
40.0	kg	Urea (46-0-0)	P 22.00	P 880.00
			Total Sales	P 2,000.00
			Less: SCPRD-Discount	
			TOTAL AMOUNT DUE	
BIR Authority to Print No. _____ Date Issued: _____ Valid until: _____				
Cashier/Authorized Representative				

2. Sales invoice/official receipt must indicate the name of farmer, address of farmer, quantity of fertilizer, unit of measure, voucher used and/or cash, and amount of fertilizer paid thru voucher and/or cash.

SALES INVOICE				
SOLD TO:		Name of Farmer	Date: _____	
Address:		Address of Farmer-Beneficiary	Terms: _____	
CINC-A-PW-113 No:			TIN: _____	
Business Style: _____				
QTY	UNIT	ARTICLES	U-PRICE	AMOUNT
Paid thru voucher:				
1	sack	Urea (46-0-0)	P 1,100.00	P 1,100.00
40.9	kg	Urea (46-0-0)	P 22.00	P 900.00
Sub-total				P 2,000.00
Paid by farmer:				
9.1	kg	Urea (46-0-0)	P 22.00	P 200.00
Sub-total				P 200.00
Total Sales				P 2,200.00
Less: SCFWD Discount				
TOTAL AMOUNT DUE				P 2,200.00
<div style="display: flex; justify-content: space-between;"> <div> <p>Buy Authority to Print No. _____</p> <p>Cashier/Authorized Representative</p> </div> </div>				

3. Should the farmer request for a copy of his/her counterpart paid in cash, the following must be issued by the merchant, one indicating the voucher used and the other paid in cash.

SALES INVOICE

SOLD to: Name of Farmer _____ Date: ____/____/____
 Address: Address of Farmer _____
 OSCA/PWD ID No. _____
 Business Style: _____

QTY.	UNIT	ARTICLES	U-PRICE	AMOUNT
Paid thru Voucher				
1	sack	Urea (45-0-0)	P 1,100.00	P 1,100.00
40.9	kg	Urea (45-0-0)	P 22.50	P 900.00
			Total Sales:	P 2,000.00
			Less: SC-PWD Discount	
			TOTAL AMOUNT DUE	

Auth. Authority to Print No. _____
 Date Issued: _____ Valid until: _____

Cashier/Authorized Representative _____

SALES INVOICE

SOLD to: Name of Farmer _____ Date: ____/____/____
 Address: Address of Farmer _____
 OSCA/PWD ID No. _____
 Business Style: _____

QTY.	UNIT	ARTICLES	U-PRICE	AMOUNT
Paid by Farmer				
9.1	kg	Urea (45-0-0)	P 22.50	P 200.00
			Total Sales:	P 200.00
			Less: SC-PWD Discount	
			TOTAL AMOUNT DUE	

Auth. Authority to Print No. _____
 Date Issued: _____ Valid until: _____

Cashier/Authorized Representative _____

Photo 4: Other documents

1. For farmers who will have a representative in the claiming of fertilizers, the authorization letter must be uploaded along with the farmer-beneficiary's ID:



2. For Farmers with discrepancies in the name or birthday details, a copy of the filled up RSBSA Updating Slip A: Change of Personal Information form shall be uploaded, along with any proof of identification with the correct details.



Annex J
Endorsement for Settlement of Reports

MEMORANDUM

FOR : ICTS DIRECTOR

**FROM : THE REGIONAL EXECUTIVE DIRECTOR
REGION**

**SUBJECT : ENDORSEMENT OF TRANSACTIONS FOR SETTLEMENT OF
PAYMENTS UNDER THE NATIONAL RICE PROGRAM
FERTILIZER DISCOUNT VOUCHER SUPPORT TO RICE
FARMERS**

This is to respectfully endorse to your office the settlement report using the prescribed credit file format with complete details for the successful transactions under the implementation of the National Rice Program Fertilizer Discount Voucher Support to Rice Farmers.

Attached is/are the file/s, for your perusal.

[Signature]
Regional Executive Director



Annex K
Settlement Timelines

Monday to Fridays 3:00 PM until 9:00AM the following day	Merchant to Submit Transaction Records to RFO
Monday to Fridays 9:00AM onwards	RFO to endorse transaction records to ICTS
Monday to Fridays 9:00AM onwards	ICTS to forward settlement report to DBP
Monday to Friday 12NN	DBP to process settlement claims
Monday - Friday, 8:00AM - 4:00PM	Cancellation of Vouchers
Monday - Friday, 4:01 PM - 5:00 PM	Processing of cancelled vouchers to take effect
1 to 2 banking days*	Payment credited to merchant account (DBP or non-DBP account)
2 to 3 banking days*	Payment credited to merchant (Other bank account)

** May vary depending on circumstances*



Annex L

Flowchart from scanning of vouchers to payment process

