



**Ref: P132317/PRDP\_PSO South Luzon**  
**Procurement Memo No. \_\_\_\_\_ - 2021**

October 18, 2021

**MEMORANDUM**

**TO :** DIR. ANTONIO G. GERUNDIO. CESO III  
Regional Project Director, RPCO MIMAROPA

**THRU :** Engr. ANNIELYN L. DEL ROSARIO  
Regional Deputy Project Director, RPCO MIMAROPA

**FROM :** PROJECT DIRECTOR

**SUBJECT :** SIGNED AND NOTARIZED MEMORANDAUM OF AGREEMENT  
BETWEEN THE DEPARTMENT OF AGRICULTURE AND LGU OF  
RIZAL, OCCIDENTAL MINDORO

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We are respectfully endorsing the Memorandum of Agreement between the Department of Agriculture and the LGU of Rizal, Occidental Mindoro for your subsequent endorsement of the same document to the LGU concerned.

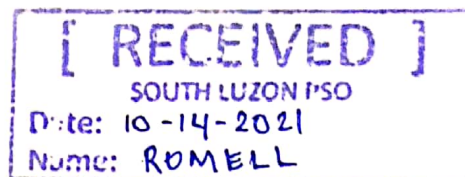
For comments, questions and clarifications regarding this matter please call PRDP South Luzon Office at 928-8751 local 2570/2565 or e-mail us at [prdpluzonb.procure@gmail.com](mailto:prdpluzonb.procure@gmail.com).

Thank you for your continued support and cooperation.

  
**RED VILMA M. DIMACULANGAN**



October 11, 2021



**MEMORANDUM**

Memo No. 364 - 2021

**TO : RED VILMA M. DIMACULANGAN**  
**DA-RFO IV-A/PSO SOUTH LUZON CLUSTER DIRECTOR**

**FROM : OIC, PRDP NATIONAL DEPUTY PROJECT DIRECTOR**

**SUBJECT : ENDORSEMENT OF DULY EXECUTED AND NOTARIZED**  
**MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE DA**  
**AND THE MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL**  
**MINDORO FOR PRDP IMPLEMENTATION**

We are endorsing herewith four (4) original copies of the duly executed and acknowledged/notarized Memorandum of Agreement (MOA) by and between the Department of Agriculture (DA) and the Local Government Unit (LGU) of Rizal, Occidental Mindoro relative to the implementation of PRDP in the said municipality.

Please facilitate the distribution of these copies of the MOA (ensuring that the LGU receives its original copy/ copies thereof) in accordance with set procedures. The NPCO has already retained one (1) original copy of the subject MOA for file and reference.

For your information and appropriate action. Thank you for your continued support.

  
**SHANDY M. HUBILLA, CESO IV, EnP.**

*A food-secure Philippines*

*with prosperous and empowered farmers and fisherfolk*





# MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT, entered into by:

The **DEPARTMENT OF AGRICULTURE**, a government office created under the laws of the Republic of the Philippines, with office address at Elliptical Road, Diliman, Quezon City, represented herein by its Secretary, Honorable **WILLIAM D. DAR, Ph.D.** and hereinafter referred to as the **DA**;

- and -

The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, a local government unit created under the laws of the Republic of the Philippines, with office address at JP Rizal Avenue, Municipal Bldg., Brgy. Rumbang, Rizal, Occidental Mindoro, represented herein by its Mayor, Honorable **ERNESTO C. PABLO, JR.**, hereinafter referred to as the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**.

### WITNESSETH:

**WHEREAS**, the Philippine Rural Development Project (PRDP or "Project") is a poverty-reduction and agriculture and fisheries development program of the Department of Agriculture (DA) that aims to increase rural incomes and enhance farm and fishery productivity in the targeted areas in the Philippines;

**WHEREAS**, the PRDP is jointly funded by the national government, local government units (LGUs), beneficiaries and the International Bank for Reconstruction and Development (IBRD);

**WHEREAS**, the DA has implemented the Adaptable Program Loan (APL) for the Mindanao Rural Development Project (MRDP) from 2000 to 2012, which program initiated approaches and processes in engaging rural communities, LGUs, and national government agencies in planning, designing and implementing rural development projects;

**WHEREAS**, said APL triggered improvements in income and food security levels of households through better-targeted and sustainable agriculture and fisheries-related rural development and marine biodiversity conservation projects as well as enhanced LGU institutional technical, management and financial capabilities and systems;

**WHEREAS**, the DA has designed PRDP as one of the platforms for achieving the Philippine Government's Millennium Development Goal for sustainable development;

**WHEREAS**, the Government of the Philippines (GOP) has received a loan from the International Bank for Reconstruction and Development (the "Bank"), specifically under Loan Agreement for IBRD Loan No. 8421-PH dated September 8, 2014, in an amount equivalent to US \$ FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (US\$501,250,000) for the purpose of part-financing the PRDP to support the Government's effort to reduce poverty among the rural communities in the eighty-one (81) provinces in the country and another loan from the same Bank in the amount of ONE HUNDRED AND SEVENTY MILLION UNITED STATES DOLLARS (\$170,000,000), under Loan Agreement for IBRD Loan No. 8816-PH dated March 2, 2018, for the purpose of providing additional financing to scale up the original Project;

**"WHEREAS**, the IBRD-WB approved the two-year extension of both aforementioned loans and the Second Additional Financing ("AF-2") with IBRD Loan Number 9271-PH amounting to



**TWO HUNDRED EIGHTY MILLION U.S. DOLLARS (\$280,000,000.00)** to further scale up and support the Government's effort to reduce poverty and to ensure economic recovery and strong agricultural value chain in response to COVID-19 pandemic;

**WHEREAS**, the IBRD-WB, acting in its capacity as a bank and the administrator of the European Union ("EU") Philippines Rural Development Project Single -Donor Trust Fund, in addition to the AF-2, extended a grant ("EU co-financing grant") to GOP amounting to **EIGHTEEN MILLION THREE HUNDRED THOUSAND EURO (Euro 18,300,000)** with Grant Number TF0B5756 to expand the exclusiveness of PRDP by supporting and providing an incentive to LGUs in Mindanao with a higher incidence of poverty (4<sup>th</sup>-6<sup>th</sup> class LGUs), lower capacity, more conflict-affected areas, and larger number of indigenous people;

**WHEREAS**, the Local Government Code of 1991 extends genuine and meaningful local autonomy to the LGUs to enable them to attain their fullest development as self-reliant communities and to make them more effective partners in the attainment of national goals;

**WHEREAS**, the Local Government Code of 1991 devolves to the LGUs the then-essentially DA function of providing agricultural support services, agricultural extension and on-site research services and facilities to agricultural areas and stakeholders;

**WHEREAS**, the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** has manifested its interest to participate in the Project, and forwarded to the DA documentary requirements for its proposed Sub-project/s;

**WHEREAS**, initial evaluation indicates that the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** has priority programs involving agri-fishery development in consonance with the Agriculture and Fisheries Modernization Plan (AFMP);

**WHEREAS**, pursuant to the strategic design of the different components of the Project, pertinent preliminary interventions need to be undertaken to enable **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** participation in PRDP as direct implementer of Sub-Projects within their respective jurisdiction - specifically of such Sub-Projects under the components of Value Chain Infrastructure Support (component 2.1) and Rural Agri-Fishery Enterprise and Productivity Enhancement (component 3.1);

**WHEREAS**, Mayor ERNESTO C. PABLO, JR., through Sangguniang Bayan Resolution No. 71, Series of 2020, of Sangguniang Bayan of Rizal, Occidental Mindoro (hereto attached as Annex "A") has been authorized to enter, sign and execute this MOA and bind the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** to the provisions hereof;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the **DA** and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** hereby agree as follows:

**Section 1. Objectives.** The objectives of the Memorandum of Agreement are:

- 1.1 To establish the general engagement by and between the parties under PRDP and/or institutionalize overall partnership between the **DA** and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** in the integrated delivery of devolved agriculture and fishery services and in improving LGU resource management, including governance systems and mechanism;
- 1.2 To provide for the overall pre-implementation or preliminary/preparatory technical support and coordination interventions by the **DA**, which are meant to capacitate the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** to fulfill pertinent conditions or requirements for the approval of its proposed Sub-Projects and, if ever, to enable them to



effectively and efficiently implement the same; and to prescribe the terms and conditions including the respective roles and responsibilities of the parties relative to said interventions.

- 1.3 To lay down the most fundamental roles and responsibilities of the DA, on the one hand, and the partner **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, on the other, in the event that proposed Sub-projects are approved for implementation.

In view of the above objectives, this MOA shall not be construed as an assurance of the approval of the Sub-Project Proposals as the same shall be subject to the process of evaluation, applying the rules and procedures governing the Project and partner eligibility and the weight or merit of the proposed subproject applying the criteria for prioritization and approval, among others, as established under the PRDP Operations Manuals.

**Section 2. Scope of Agreement.** -- This Agreement covers the overall terms of partnership between the DA as the executing agency of the PRDP and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** under Project components, as described below, and the initial interventions of the DA for the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** in line with the intended implementation of pertinent Sub-Projects under said components:

**a. Component 1: Local and National Level Planning**

Sub-component 1.2 (Supporting AFMP Implementation). -- This covers the provision of fund technical assistance, studies, trainings, workshops and related activities that will help in the design of coordinated systems of technical support for the value chains and subprojects prioritized in the Provincial Commodity Investment Plans (PCIPs). The key intermediate results would be the approved program agreements for PCIP technical support between the DA-RFOs and Project Support Offices (PSOs) and/or departmental technical agencies, as well as the evaluation of best practices for wider application on approaches for providing integrated technical support to small-scale producers following the commodity value-chain approach.

**b. Component 2: Infrastructure Development**

Sub Component 2.1 [Value Chain Infrastructure Support (Civil Works)] --This relates to the carrying out of specific Sub-projects to support infrastructure development by participating LGUs in commodity value chains. Support would be provided for a flexible menu of investments including, among others, farm-to-market roads, bridges, tire tracks, communal irrigation, potable water systems, post-harvest facilities, production facilities, fish landing, fish sanctuaries, tram lines, cold storage facilities, trading posts, greenhouses, solar driers, watchtowers, nurseries, and slope stabilization works. Cost-sharing between the DA and the concerned LGU would be on a 90:10 basis.

**c. Component 3: Enterprise Development**

**c.1. Sub-Component 3.1: Rural Agri-fishery Enterprise and Productivity Enhancement (Enterprise Development)**

This pertains to (a) Carrying out of specific Sub-projects to support vertical and horizontal clustering, joint business planning and investments by producer groups/ enterprises operating within priority commodity value chains; (b) Promotion of biodiversity conservation and coastal resource co-management arrangements as well as carrying out sustainable income-generating livelihood activities.

Funding of the Enterprise Project Cost would be shared by the DA and the Proponent Group on an 80:20 basis except those subprojects situated in the Mindanao Region that are proposed under the EU co-financing grant. Enterprise Development subprojects in the Mindanao



Region under the EU co-financing grant shall be 100% funded by the DA, while the Proponent Group must provide 20% equity (in-kind contribution) on top of the Enterprise Project Cost.

The proponent group, which may be an organized producer group or a small-scale or medium-scale processor, and the I-REAP, as agreed in the procurement plan, shall be responsible for the procurement and other enterprise-related activities. The concerned LGUs shall extend technical assistance to the Proponent Group such as but not limited to the preparation of the technical documents of the subproject proposal, monitoring, administration as well as supervision of the procurement and implementation of Enterprise subprojects, provision of trainings and other capability building activities, market linking, and supervision and monitoring of enterprise operation, as their counterpart contributions.

The criteria for proponent selection would be (a) acceptability to proponent group members; (b) broad network within the commodity sector; (c) access to resources; and (d) a proven track record in managing an organization.

### **c.2. Sub Component 3.2: Technology and Information for Enterprise and Market Development (Enterprise Support Fund)**

This covers the provision of technical assistance to producers to increase their productivity and incomes through improved and sustainable technological, operational, and market knowledge and facilitation of market linkages.

This would complement the enterprise Sub-project development under Component 3.1 through technical assistance. A particular focus would be on facilitating vertical integration and trade facilitation. New and sustainable technologies and approaches would be introduced in collaboration with other government agencies, the International Rice Research Institute (IRRI) and State Universities and Colleges (SUCs), or private organizations (including private colleges/ universities). Technical assistance requirements would be determined as a result of the assessment of the proponent group capacities and indicated in its Capacity Development Plan. It would be provided by DA agencies or contracted by the Province with private service providers based on available expertise.

**Section 3. Duties and Responsibilities of the DA.** -- The DA, through the Regional Project Coordination Offices (RPCOs) in its Regional Field Offices (RFOs), the Project Support Offices (PSOs) of PRDP, or the National Project Coordination Office (NPCO), shall have the following duties and responsibilities:

- a. **Preliminary /Preparatory Stage.** -- Prior to making any Infrastructure Development Grant or Enterprise Development Grant to an LGU or Proponent Group, respectively, the DA, following pertinent requirements and procedures in the PRDP Operations Manuals, shall:
  1. Ensure that the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** and the concerned Proponent Group, if any, have the organization, management, and resources satisfactory to the Bank for carrying out proposed Sub-projects;
  2. Conduct Value Chain Analyses (VCA) or validate existing VCA studies of pertinent priority commodities identified by the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**. The VCAs serve as an anchor for a more objective identification of interventions under the Project's Infrastructure Development and Enterprise Development components, which will be specifically identified in the Provincial Commodity Investment Plan (PCIP), for the development or enhancement of priority commodities;



3. Provide the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** with technical support and capacity building in the planning and preparation of documentary requirements necessary for the approval of proposed Sub-Projects and, if ever, their effective and efficient implementation as well as sustainability. The said requirements include the Provincial Commodity Investment Plan (PCIP) and Feasibility Studies (FS), Detailed Engineering Designs (DED), Business Plans (BP), and other documents. Provided that only such infrastructure or enterprise development Sub-projects as are found supportive of priority commodities identified in the PCIP shall be considered for funding under the Project;
4. Evaluate and act upon (approve/ disapprove) the Sub-Project Proposals of the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** and the concerned Proponent Group, if any;
5. To facilitate the carrying out and financing of approved Sub-Projects, the funds for the approved Sub-Projects under Sub-component 2.1 shall be made available to the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, while Sub-Projects under Sub-component 3.1 shall be made available to Proponent Group, on a grant basis, part of the proceeds of the Loan (as applicable) for (to compromise the share of the PRDP in) the pertinent Infrastructure Support or Enterprise Development project/s, respectively, on terms and conditions acceptable to the DA and as set forth in the PRDP Operations Manuals and Guidelines.

For this purpose, the DA and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** under Sub-component 2.1, and the DA, **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, and the Proponent Group under Sub-component 3.1, shall negotiate, conclude, and execute a Grant Agreement to be captioned "Implementation Management Agreement" Grant ("IMA") which shall contain terms and conditions as specified in the next succeeding paragraph.

6. Ensure that the IMA reflects the following:
  - a) Terms and conditions acceptable to the Bank, as set out in the respective Attachment 1 Schedule 2 of the Loan Agreements;
  - b) Provisions defining or prescribing the --
    - (1) Responsibilities of both the DA and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, and the Lead Proponent Group, as the case may be, in implementation of approved Sub-projects;
    - (2) Specification of eligible expenditures that may be financed from the proceeds of the grant;
    - (3) Financial management and audit procedures consistent with provisions set out in the Operations Manuals;
    - (4) Procurement procedures consistent with provisions set out in the Loan Agreements; and the World Bank's New Procurement Regulations for IFP Borrowers after July 1, 2016. That the project will be subject to the World Bank's Anti-corruption Policy Guideline (October 15, 2006 and revised January 2011) and the agreed procedures described in the Legal Agreements;
    - (5) Monitoring and reporting arrangements; and
    - (6) Arrangements for implementation of the Integrated Environmental and Social Safeguards Framework (IESSF)
  - c) Provisions on cost-sharing between the DA and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, including the following:



- (1) With respect to approved Sub-projects under Component 2, Sub- component 2.1 (Civil Works) of the Project, the amount to be allocated/made available by the DA to the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall cover ninety percent (90%) of the Estimated Project Cost of the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO's** Sub-project, with the said LGU providing its contribution covering the remaining ten percent (10%) thereof;
- (2) For approved Sub-projects under Component 3, Sub component 3.1 (Enterprise Project Fund), the Estimate Project Cost shall be shared by the DA and Proponent Group. The concerned LGUs, however, shall extend technical assistance in the preparation of documents of the proposal, monitoring, administration as well as supervision of the procurement and implementation of Enterprise subprojects, provision of trainings and other capability building activities, market linking, and supervision and monitoring of enterprise operation, as their counterpart contributions.
- d) Others. – In line with the pertinent provisions of the Loan Agreements, the IMA shall also contain terms and conditions adequate to protect the interests of the DA and those of the Bank, including the right to suspend or terminate the right of the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** or the Proponent Group, as the case may be, to use the proceeds of the grant, or obtain a refund of all or any part of the amount of the grant then withdrawn, upon the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO's** or the Proponent Group's failure to perform any of its obligations under the IMA. It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub- contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and selection and execution of Bank-financed contracts. In pursuance of this policy, the Bank will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question.

**b. Pre-implementation / Implementation Stages**

1. Provide the staff of the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** and the Proponent Group with relevant capacity building interventions through participation and attendance in learning events;
2. Coordinate and monitor the conduct of activities to ensure that the provisions of this MOA and, if ever, the IMA by and between the DA and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, and the Proponent Group, as the case maybe, particularly those concerning their respective responsibilities in the planning, preliminary/preparatory and implementation stages of the Sub-Project/s as well as relative to the sustainability thereof, are delivered on time and in accordance with established systems and procedures; and
3. Ensure that the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** and the Proponent Group, as the case maybe, is adequately represented in consultations, meetings, briefings, and other similar activities.



Section 4. Responsibilities of the PG/MG/CG (name of LGU)

a. Pre-Project Implementation Stage

1. The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall establish a Municipal Project Management and Implementing Unit (MPMIU) with composition, terms of reference, staffing, and other resources acceptable to the Bank, to be responsible for supporting project implementation activities, preparing annual work plans and budgets, undertaking monitoring and evaluation and overall accounting and financial management. It shall allow its regular staff comprising the MPMIU to participate in consultations, meetings, briefings, and similar activities as identified in the Project Implementation Plan and carry out relevant capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
2. Carry out Pre-Implementation Activities, as necessary: Thus --
  - 2.1 The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall: (i) undertake an environmental screening for the proposed Sub-project according to the provisions of the IESSF (including the EFMG); (ii) prior to commencement of any works, prepare, hold consultations on and disclose an Environmental and Social Management Plan (ESMP), satisfactory to the Bank; (iii) carry out the Sub-project in accordance with the ESMP; and (iv) not amend, suspend, or abrogate any provisions of the ESMP without the prior approval of the Bank; and (v) in the event an environment compliance certificate is required under Philippine law or regulations, obtain such certificate from the DENR or its instrumentality at the regional level in respect of the activities under said Sub-project.
  - 2.2 If activities under the proposed Sub-project give rise to Displaced Persons, the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall: (i) prepare, hold consultations on and disclose, prior to the commencement of any works, a Resettlement Action Plan (RAP), satisfactory to the DA, and in accordance with the provisions of the Integrated Environmental and Social Safeguards Framework (IESSF) of the Project (including the Land Acquisition, Rehabilitation and Resettlement Framework); (ii) carry out the Sub-project in accordance with the RAP including, unless otherwise agreed with the Bank, payment in full of compensation to all Displaced Persons prior to the commencement of any related works and; (iii) not amend, suspend or abrogate any of the provisions of the RAP without the prior approval of the Bank;
  - 2.3 If the activities under the proposed Sub-project involve the community with Indigenous Peoples, and if required according to IESSF (including the Indigenous Peoples Policy Framework or IPPF), the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall: (i) prepare, hold consultations on and disclose, prior to the commencement of any works, an Indigenous Peoples Plan (IPP), in accordance with the provisions of the IESSF, incorporating, among others, mechanisms for the informed participation of such peoples in the design and implementation of the proposed Sub-project in accordance with policies and procedures set forth in the IPPF; (ii) carry out the Sub-project in accordance with the IPP and; (iii) not amend, suspend or abrogate any of the provisions of the IPP without the prior approval of the Bank;
  - 2.4 The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall provide technical assistance to the Proponent Groups in the preparation of the technical documents (i.e. business plan, DED/POW, social and environmental safeguards documents, etc.), opening of trust fund accounts, securing funds for permits and



licenses e.g., site and road right of way (SRROW), social and environmental clearances and certifications (ECC/CNC, NCIP), and water and electric connection, among others;

3. The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall: (i) not finance any Sub-project that involves a dam that is fifteen (15) meters or more in height; and (ii) not finance any Sub-Project that involves a dam that is between ten (10) and fifteen (15) meters in height, without the prior written approval of the Bank;
  4. The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project preparation and development and other related activities of the Project;
  5. In case of approval of the Sub-Project proposal under Infrastructure Development Components, the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall enter into/ execute an Implementation Management Agreement (IMA) with the DA, prior to carrying out the approved Sub-project. IMA for approved Sub-Project proposal under Enterprise Development components shall be entered into by the DA, **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO**, and Lead Proponent Group. The IMA shall contain terms and conditions as laid out under Section 3.a.6. hereof;
- b. **Project Implementation Stage** - In the event of the approval of the proposed Sub-project under Sub-component 2.1 and Sub-component 3.1 and the execution of the IMA relative thereto, the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall fulfill the tasks/ responsibilities enumerated below. These responsibilities shall be stipulated in the IMA:
1. Maintain, throughout the period of project implementation, the organization, management, and resources, satisfactory to the Bank, for carrying out Sub-Projects;
  2. Maintain, throughout the period of project implementation the Municipal Project Management and Implementing Unit (MPMIU) as provided under item (a.1) above;
  3. Provide logistic support such as transportation and traveling allowances, office supplies and equipment and, if possible, office space and other resources for the operation of its MPMIU;
  4. Allow its regular staff comprising the MPMIU to participate in consultations, meetings, briefings, and similar activities as identified in the Project Implementation Plan.
  5. Carry out capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
  6. Carry out the Sub-projects with due diligence and efficiency, in conformity with appropriate and sound technical, economic, financial, procurement, managerial, administrative, engineering and agricultural practices and sound social and environmental standards and practices, as set forth in the PRDP Operations Manual and the applicable PCIP, as well as in accordance with the ESSF and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower (GOP) and provide promptly as needed, the funds, facilities, and services and other resources required therefor;
  7. Carry out the Sub-project/s in accordance with the ESMP, the RAP, and/or the IPP, as applicable and not amend, suspend or abrogate any of the provisions of the ESMP, the RAP, and/or the IPP, as applicable, without prior approval of the Bank;



8. Procure goods, works, and services required for the Project and to be financed out of the proceeds of the Loans in accordance with the Loan Agreements for subprojects under Infrastructure Development Component, and assign a Procurement Coordinator who will oversee and assist in the procurement activities of the Proponent Groups for subprojects under Enterprise Development Component;
9. Ensure that said goods are insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the purchaser thereof to replace or repair such goods;
10. Ensure that said goods, works and services procured are utilized exclusively for the purpose of carrying out the Project;
11. Enable the DA and the Bank to examine all goods, facilities, sites, and works included in the Project, the operation thereof, and any relevant records and documents;
12. Prepare and furnish to the Bank all such information as the Bank shall reasonably request relating to the Sub-projects and the **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO's** compliance with the terms and conditions of the IMA;
13. Ensure that any facilities, equipment and other property relevant to the Project shall at all times be operated and maintained and that all necessary repairs and renewals thereof shall be promptly made, as needed all in accordance with sound financial, administrative, and technical practices;
14. Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators referred to in Sec II.A.1 of Schedule 2 to the 2014 Loan Agreement, the carrying out/ progress of the Sub-projects and the achievement of the objectives thereof;
15. Assign a Focal Person to monitor operations of the Subprojects under Sub-component 3.1 and ensure that necessary technical assistance is provided to the Proponent Group for sustainability and assurance that the subproject is operated and maintained satisfactorily in accordance to the approved subproject documents;
16. Prepare and submit pertinent reports as will be detailed in the IMA;
17. Maintain a financial management system and prepare financial reports in a format acceptable to the Bank and the DA, both in a manner adequate to reflect the operations, resources and expenditures related to each Sub-project;
18. Have financial reports for each Sub-project audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank and promptly furnish the statements as so audited to the DA and the Bank. Details relative to the audit of financial reports, including timelines for the submission thereof shall be provided in the IMA;
19. The **MUNICIPAL GOVERNMENT OF RIZAL, OCCIDENTAL MINDORO** shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project implementation and related activities;
20. Coordinate with national partner agencies of PRDP such as the Department of Environment and Natural Resources, Bureau of Fisheries and Aquatic Resources, National Commission of Indigenous Peoples, Department of Public Works and Highways,

Department of Trade and Industry, Department of Science and Technology, as well as with local organizations in the planning, implementation and other project development activities of PRDP interventions and activities;

21. Provide funds for local development planning and other PRDP related activities in the LGU;
22. Ensure security of the World Bank Mission Team, the National Project Coordination Office (NPCO), Project Support Office (PSO) and the Regional Project Coordination Office (RPCO) when they are in the area for PRDP activities.

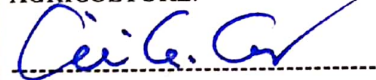
**Section 5. Amendments and Effectivity.** -- The parties may, upon mutual agreement, amend, alter, or modify this Memorandum of Agreement anytime through an addendum signed by both parties. This Memorandum of Agreement shall take effect on the date of signing by both parties and shall continue to be in full force until July 31, 2025, or the completion of the PRDP, unless sooner terminated by either party, provided a written Notice of Termination is issued at least 30 days prior to the termination date, provided further that such termination will not prejudice any ongoing Sub-project in the LGU.

**Section 6. Relevant Documents.** - It is understood that the terms and conditions of this agreement are subject to the applicable provisions of Project documents herein cited (e.g. Loan Agreements / their Schedules and Attachments), which are accessible through the official PRDP website ([www.daprdp.net](http://www.daprdp.net)).

**Section 7.** Owing to the great distance between the respective places of residence/offices of the herein parties' representatives, the latter may affix their respective signatures in this agreement, in the execution thereof, separately. Accordingly, two Acknowledgment sheets are appended to this MOA for purposes of the notarial act of contract acknowledgment, which each of the parties may respectively secure in the case of separate execution of this agreement.

**IN WITNESS WHEREOF**, the parties, through their authorized representatives, have hereunto affixed their signatures on the date/s and in the place/s as appropriately indicated below:

FOR THE DEPARTMENT OF AGRICULTURE:



WILLIAM D. DAR, Ph.D.  
Secretary

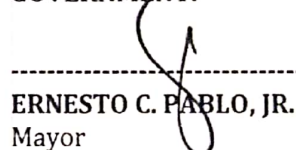
Date / Place subscribed: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

1. ENGR. ARIEL T. CAYANAN  
Undersecretary for Operations and  
PRDP National Project Director

2. ANTONIO G. GERUNDIO, CESO III, DPA  
Regional Executive Director  
DA - RFO MIMAROPA

FOR THE PROVINCIAL/MUNICIPAL/ CITY GOVERNMENT:



ERNESTO C. PABLO, JR.  
Mayor

Date / Place subscribed: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

1. ALMA N. QUEVARRA  
Municipal Budget Officer  
Municipality of Rizal, Occidental Mindoro

2. ENP. RANDY B. RAMOS  
Municipal Planning and Development Coordinator  
Municipality of Rizal, Occidental Mindoro

DEPARTMENT OF AGRICULTURE  
In reply, please cite the code:  
For Signature: S-09-21-0780  
Received: 09/27/2021 02:47 PM



**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Quezon City )S.S.

BEFORE ME, this SEP. 28 2021 at Quezon City, personally appeared WILLIAM D. DAR, Ph.D., whom I have identified through competent evidence of identity that he presented to me, as follows:

COMPETENT EVIDENCE  
OF IDENTITY

DATE/PLACE  
OF ISSUE

WILLIAM D. DAR, Ph.D.

OSCA 7491-L

April 14, 2015-EC

The above-named individual (principal) **represented** to me that his signature on the foregoing MEMORANDUM OF AGREEMENT [consisting of \_\_\_\_ ( ) pages] was voluntarily affixed by him for the purposes stated in the instrument and **declared and acknowledged** that he executed the same as his free and voluntary act and deed. Further, the principal **acknowledged** that he appended his signature in the foregoing instrument as the representative of the Department of Agriculture, and **declared** that he has the authority to sign in that capacity. On the left margin of each page of this Memorandum of Agreement has been signed by the parties and their instrumental witnesses and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal at the place and on the day above written.

**NOTARY PUBLIC**

Notary Public, Quezon City

Commission Serial Number: \_\_\_\_\_

Office Address: \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

Roll No. \_\_\_\_\_

IBP No. \_\_\_\_\_, Issued on \_\_\_\_\_, at \_\_\_\_\_

PTR No. \_\_\_\_\_, Issued on \_\_\_\_\_, at \_\_\_\_\_

Doc. No. 101

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Series of 2021

**ATTY. ELISEO S. CALMA, JR.**  
Notary Public Quezon City  
Until December 31, 2021  
PTR NO. 06947021-01-04-2021/QC  
IBP NO. 095280/R-ELL NO. 50183  
MCLE CONF. NO. VI-0012817  
ADM MATTER NO. NP-067