

Republika ng Pilipinas
PAMBANSANG PANGASIWAAN NG PATUBIG
(National Irrigation Administration)
Lungsod ng Quezon

MC No. 28, s. 1992

MEMORANDUM CIRCULAR

TO : ASSISTANT ADMINISTRATORS, DEPARTMENT MANAGERS, STAFF
HEADS, REGIONAL IRRIGATION MANAGERS, OPERATION/PROJECT
MANAGERS, IRRIGATION SUPERINTENDENTS/PROVINCIAL
IRRIGATION ENGINEERS AND ALL OTHERS CONCERNED
This Agency

SUBJECT : Implementation of the NIA-NFA Memorandum of Agreement
Re: Acceptance of Delivery of NIA Palay Collection
to N F A

Attached for your guidance and implementation is a copy of the new Memorandum of Agreement (MOA) entered into by and between the National Irrigation Administration (NIA) and National Food Authority (NFA) with regards to the disposal of NIA's palay collections delivered to NFA.

In this connection, please submit to this office, Attention: Manager, Treasury Department, the estimated quantity of palay to be sold to each NFA provincial branch in your respective areas one (1) month before the dates set for each cropping season in item # 1, paragraph II (obligations of NIA), of the MOA using the attached proformat marked as Annex "A" hereof for evaluation, consolidation and submission to NFA central office.


This MOA which shall take effect immediately supersedes and/or revokes previous MOAs between NIA and NFA.

Compliance hereof is enjoined.

(SGD.) DOMINGO T. BAUTISTA
Acting Administrator

Attached: a/s

April 7, 1992



Republika ng Filipines
PAMBANSANG PANGASIWAAN NG PATUBIG
(National Irrigation Administration)

(Date)

FOR : The Assistant Administrator
for Finance & Management
This Agency

FROM : The RIM/OM/PM
Same Agency

SUBJECT : Estimated Quantity of Palay to be Sold to NFA

In compliance with MC # _____, s. 1992, hereunder is the quantity of palay to be sold to NFA's provincial branches within the region/project during the harvest seasons indicated below:

Province (1)	Harvest Season Ending in _____ 199	Harvest Season Ending in _____ 199	(2) + (3) (4)
	(Quantity - In Kq.) (2)	(Quantity - In Kq.) (3)	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(RIM/OM/PM)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

The NATIONAL FOOD AUTHORITY, a government agency created by virtue of P.D. No. 4 as amended by P.D. 1485 and 1770, with principal office and place of business at Matimyas Building, E. Rodriguez Sr. Avenue, Quezon City, herein represented by its Administrator, PELAYO J. GABALDON, hereinafter referred to as NFA;

- and -

The NATIONAL IRRIGATION ADMINISTRATION, a government agency, with principal office at NIA Building, EDSA, Diliman, Quezon City, represented by its Administrator, JOSE B. DEL ROSARIO, JR., hereinafter referred to as NIA.

WITNESSETH:

WHEREAS, farmers/water users often encounter difficulty in marketing their produce at fair market price, thereby making them prefer to pay their irrigation fees to the NIA in palay form;

WHEREAS, the NIA collects irrigation fees primarily in palay form (Payment-in-Kind), in-lieu of cash which is an option given to the farmers;

WHEREAS, a tie-up between NIA and NFA will accelerate and enhance the palay procurement program of the latter and the collection of irrigation fees of the former;

WHEREAS, the NFA and the NIA has agreed to enter into a new Memorandum of Agreement to replace the existing Memorandum of Agreement dated October 27, 1973 and a Supplemental Memorandum of Agreement dated April 3, 1975 as revised on August 17, 1979 and followed by a Supplemental Memorandum of Agreement dated September 4, 1979;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree on the following:

I. SUBJECT MATTER:

Pursuant to the letter-request of NIA Assistant Administrator for Finance and Management Ciriaco L. Camacho dated October 4, 1991 for the accommodation of NIA stocks, the NIA shall deliver and NFA shall procure a minimum quantity of 525,000 bags of palay effective crop year 1992 or until revised by mutual agreement by both parties.

CIRIACO L. CAMACHO
Asst. Administrator
for Finance & Management
(NIA)

EDISON A. VILLASIS
Asst. Administrator
for Stabilization

PERO S. IBRAHIM, JR.
Director, IAD

PELAYO J. GABALDON
Administrator
NFA

JOSE B. DEL ROSARIO, JR.
Administrator
NIA

11. OBLIGATIONS OF NIA.

1. NIA Central Office shall furnish NFA Central Office. (DMO-OCD) the quantity to be procured per province/region, not later than the last week of August for the main cropping season.

For the 2nd cropping season, the quantity to be procured shall be submitted by NIA not later than the 2nd week of May.

2. In case NFA requires additional warehouses, NIA shall allow the use of its warehouses by NFA for free. Stock to be stored shall only be limited to those delivered by NIA under this agreement. Withdrawal by NFA of its stocks stored in NIA warehouses shall be made within 3 months from date of storage. However, if after 3 months NFA fails to move out its stocks, NFA shall pay a storage fee based on the lowest prevailing rate in the area.
3. That the NIA shall assign / designate its representative to monitor the transaction. This shall be made explicitly in writing to the NFA Provincial Office stating therein the names of their representative together with their identification.

4. That NIA shall deliver to NFA the stocks covered under this scheme to the NFA designated warehouse/buying station. It is understood that in case collection centers shall be set-up outside of the buying station, hauling to the buying station and handling expenses to be incurred by NFA at the collection centers shall be for the account of NIA.

5. That the NIA shall bill NFA of the proceeds of the sale on a monthly basis. The corresponding original WSRs shall be attached to the bill of NIA.

III. OBLIGATIONS OF NFA:

1. Under this agreement, NFA shall only procure palay deliveries actually owned by NIA which are collected from farmers as irrigation service fees.
2. That the NFA shall procure palay deliveries of NIA with 14% Moisture Content (MC) and Purity A specifications. However, Purity B may also be accepted subject to the existing procurement policies of NFA. Likewise, NFA may procure palay above 14% MC subject to the drying capability of the province.

CIRILO L. CASCIO

Asst. Administrator

for Finance & Management

(NIA)

EDISON A. WILLAS

Asst. Administrator

for Stabilization

3. That the cost of stocks to be paid by NFA shall be computed based on the current NFA buying price and subject to the latest Equivalent Net Weight (ENW) Table during the period of delivery/acceptance as evidenced by the Warehouse Stock Receipt (WSR).
4. That the NFA shall pay NIA after six (6) months reckoned from the date of the Warehouse Stock Receipt. Checks shall be in the name of NIA. Under this deferred payment scheme, palay deliveries by NIA shall not be charged by NFA of the usual 2% service fee.
5. That payment of the stocks to be procured from the NIA shall be made at the NFA Provincial Office following the usual voucher processing system.
6. NFA shall extend technical assistance to NIA thru technical training on stock classification/calibration of NIA personnel responsible in the collection of irrigation service fees. Use of NFA training facilities and services of NFA technical personnel shall be for free. However, NIA shall shoulder the cost of snacks, meals, per diems of trainees and cost of office supplies relative to the training.

IV. OTHER PROVISIONS:

1. Schedule of deliveries / designated receiving warehouses and quantity per delivery shall be agreed by both the Provincial Managers of NFA and Irrigation Superintendent of NIA. However, the total quantity to be procured shall not be more than the quantity submitted.

2. That the parties hereto agree that the documents to be used in documenting the transactions hereunder are the Warehouse Stock Receipt (WSR) and Purchase Receipt (PR). All entries therein duly acknowledged by the NIA designated representative shall be deemed conclusive to the parties for the purpose of reconciliation.

3. Failure of NIA to deliver the minimum quantity stipulated in this agreement shall cause NFA to terminate this agreement.

4. Failure of NFA to procure stipulated quantity and pay any delivery after six (6) months reckoned from date of Warehouse Stock Receipt (WSR) shall cause NIA to terminate this agreement.

CIRIO L. CAVANCO
Asst. Administrator
for Finance & Management
(NFA)

EDISON A. VILLASIS
Asst. Administrator
for Stabilization

Asst. Administrator
for Stabilization

Administrator
NIA

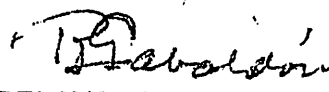
Director, IAC

5. This agreement shall be limited to the procurement of palay only.
6. To thresh-out and pinpoint problem areas and deficiencies encountered during the course of the program implementation and to consider recommendations/solutions thereto, representatives from NIA and NFA in the provincial level shall hold an evaluation meeting from time to time or as the need arises.
7. Should there be any NIA-collected palay deliveries unacceptable by NFA, the latter shall specify the reasons for non-acceptance.
8. The Memorandum of Agreement shall take effect immediately and shall be circularized to the various field offices of NFA and NIA upon the signing hereof by the respective Administrators of said agencies. This shall be made effective until revoked.

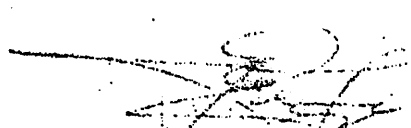
IN WITNESS WHEREOF, the parties have hereunto signed this MEMORANDUM OF AGREEMENT this ____ day of December, 1991, at Quezón City, Philippines.

NATIONAL FOOD AUTHORITY NATIONAL IRRIGATION ADMINISTRATION


BY :

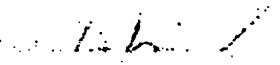

PELAYO J. GABALDON
Administrator

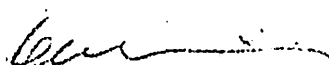
BY :


JOSE B. DEL ROSARIO, JR.
Administrator

SIGNED IN THE PRESENCE OF:


PEDRO S. HERNANDO, JR.
Director, DMO


CIRILACO L. GALARCHO
Assistant Administrator
for Finance & Management
(NIA)


EDISON A. VILLASIS
Asst. Administrator
for Stabilization

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, Notary Public, for and in Quezon City, Philippines, personally appeared this _____ day of November, 1991, **PELAYO J. GABALDON** in his official capacity as Administrator of the National Food Authority (NFA) with Residence Certificate No. _____ issued at _____

20513244 on _____, 1991 and
JOSE EUBON DEL ROSARIO, JR. as Administrator of the National
Irrigation Administration (NIA) with Residence Certificate No. A-
3282563L issued at Manila on January 28, 1991, both known to me
to be the same persons who executed the foregoing MEMORANDUM OF
AGREEMENT (MOA), consisting of five (5) pages including this page
on which this acknowledgment is written, signed by the parties
and instrumental witnesses on each and every page and the parties
have acknowledged to me that the same is their free and voluntary
act and deed as well as those of the entities represented.

to enhance the policy process and
coordination of irrigation in

WHEREAS, the Board of Directors of the Corporation, on August 1, 1961, adopted the following resolution:

NOTARY PUBLIC
EDNA T. LOWERY
Until December 31, 1991
P.T.R. Nos. _____
Issued at _____
On 8-28-91
TAN _____
San. 2, 1992

DCC. NO.
PAGE NO. 857 - Pursuant to the Foreign Agents
BOOK NO. 74
SERIES OF 1991-0 dated October 4,
1992 - stocks, the following information was obtained from the
company's records:
The company has been operating since its inception in 1961.
The company is currently active.