

MEMORANDUM OF AGREEMENT

FOR THE DEVELOPMENT OF CONCEPT AND PILOT IMPLEMENTATION OF CONDITIONAL CASH TRANSFER SCHEME FOR ENVIRONMENTAL SERVICES (eCCT)

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into in Quezon City, Philippines, this ____ day of _____ 2011
between and among:

The **DEPARTMENT OF AGRICULTURE (DA)**, a national agency existing under the laws of the Philippines with office address at Elliptical Road, Diliman, Quezon City, represented by its Secretary, **HON. PROCESO J. ALCALA**;

The **DEPARTMENT OF AGRARIAN REFORM (DAR)**, a national agency existing under the laws of the Philippines with office address at Elliptical Road, Diliman, Quezon City, represented by its Secretary, **HON. VIRGILIO R. DE LOS REYES**; and

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, a national agency existing under the laws of the Philippines with office address at Visayas Avenue, Diliman, Quezon City, represented by its Secretary, **HON. RAMON J.P. PAJE**;

The abovementioned agencies comprise the **NATIONAL CONVERGENCE INITIATIVE (NCI)** for **SUSTAINABLE RURAL DEVELOPMENT** created under DA-DAR-DENR Joint Memorandum Circular No. 1, Series 1999 (as subsequently amended), hereinafter referred to as the **"FIRST PARTY"**.

-and-

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national agency existing under the laws of the Philippines with office address at Batasan Complex, Constitution Hills, Quezon City, represented by its Secretary, **HON. CORAZON JULIANO-SOLIMAN** and herein referred to as the **"SECOND PARTY"**.

-and-

The **DEUTSCHE GESELLSCHAFT für INTERNATIONALE ZUSAMMENARBEIT (GIZ) GmbH**, a company duly incorporated under the laws of the Federal Republic of Germany, with business address at Dag-Hammarskjöld-Weg 1-5, 65760 Eschborn, Germany, hereinafter referred to as **"GIZ"** represented in this act by its Country Director **MR. ROBERT KRESSIRER** hereinafter referred to as the **"THIRD PARTY"**.

WITNESSETH

WHEREAS, the **FIRST PARTY** pursuant to Joint Memorandum Circular No. 1 series 2010 had adopted a Convergence Initiative to integrate and strengthen development framework between and among national government, local government agencies and other stakeholders, wherein complementary human, physical and financial resources are efficiently and effectively deployed;

WHEREAS, in response to the poverty reduction goal of the government, the agencies comprising the National Convergence Initiative have adopted the watershed and ecosystem management approach to facilitate sustainable rural development and shall focus their interventions to small farmers, fisherfolks and marginalized upland dwellers especially those within the areas covered by the tenurial instruments;

WHEREAS, the **SECOND PARTY** implements the **PANTAWID PAMILYA** as a poverty reduction measure that provides conditional cash transfer (CCT) to extreme poor households to allow the members of the families to meet certain human development goals set by the Government;

WHEREAS, the **SECOND PARTY** had gained significant inroads in the implementation of **PANTAWID PAMILYA** for extremely poor households in terms of reducing immediate poverty through cash grants to finance immediate consumption and to reduce future poverty by encouraging poor households to invest in human capital.

WHEREAS, poverty is also prevalent among communities and households which are generally dependent on natural resources, especially those located in the uplands under the public domain and coastal areas;

WHEREAS, the environment continues to be at risk due to over exploitation and degradation, thus, there is a need to promote sustainable management practices in the uplands/forest and coastal areas;

WHEREAS, the **THIRD PARTY** has been cooperating with the agencies involved in the National Convergence Initiative as well as with local governments since 2005 in support of the Philippine development objective of sustainably improving the management of natural resources;

WHEREAS, **ALL PARTIES** recognize the potential of linking CCT schemes and the promotion of sustainable management practices among poor communities and households in support of the National Greening Program (NGP);

WHEREAS, **ALL PARTIES** expressed interest and willingness to be the partners in the conceptualization and a pilot scale implementation of the Conditional Cash Transfer for Environmental Services (eCCT) in Southern Leyte ;


NOW, THEREFORE IN CONSIDERATION OF THE CONDITION AND UNDERTAKINGS HEREINAFTER STATED, THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:

ARTICLE I DUTIES AND RESPONSIBILITIES

A. ALL PARTIES shall be jointly responsible to:

1. Develop criteria for identification of target communities based on the existing data on poverty incidence and the selection of potential household beneficiaries in target areas;
2. Identify conditionalities for e-CCT schemes;
3. Coordinate with relevant national agencies, local government units (LGUs), Non-Government Organizations (NGOs) and Peoples Organizations (POs);
4. Provide technical assistance to concerned LGU on the implementation of the program;
5. Review and recommend policy development and enhancement to further improve the implementation of the program;
6. Design and conduct of capability building activities and training at all levels, whenever indicated;
7. Establish an efficient recording system that will allow faster retrieval of compliance data and the timely submission of compliance reports;
8. Conduct regular monitoring of the program implementation and submit report to oversight agencies and partners as necessary; and
9. Lobby for the wider replication and extension of the tested e-cct program

B. The NATIONAL CONVERGENCE INITIATIVE shall:

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1. Facilitate the elaboration and approval of comprehensive land use plans and forest land use plans in close collaboration with LGUs;
 2. Facilitate the issuance of appropriate tenurial instruments (property rights) to qualified individuals and organizations in agricultural land, forest and coastal areas;
 3. Provide technical support and extension services;
 4. Provide support services such as nurseries for seedling production, certified seeds of agronomic crops, access roads and trails;
 5. Facilitate social mobilization of people's organizations and communities;
 6. Designate focal person as counterpart staff to DSWD at national, regional, provincial levels;
 7. Review progress reports on verification of commitments and supply of services and produce actions as needed to improve program operation;
 8. Support DSWD in addressing complaints, requests of poor families concerned and compliance with eCCT conditionalities;
 9. Help promote and disseminate the program to different stakeholders.
 10. Designate the Regional NGP Coordinator as chair of the Regional Inter-agency Committee; and
 11. In cooperation with DSWD and LGUs, develop organizational mechanisms for monitoring of compliance.

C. The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** shall;

1. Provide eCCT to the identified poor households of the municipality which met the criteria that enable them to be beneficiaries of the program;
2. Assign a focal person for the program at the regional level to manage agreements and work closely with the Regional/Provincial Convergence Initiative Technical Working Group/s and GIZ to ensure program implementation;
3. Guarantee the proper and timely information about the programs for all municipal service providers, beneficiaries and others; and
4. Co-chair the regional inter-agency committee.

D. The **DEUTSCHE GESELLSCHAFT für INTERNATIONALE ZUSAMMENARBEIT (GIZ)** GmbH shall:

1. Make available national and international experts to design a small pilot project to explore the modalities and costs of rendering e-CCT to upland dwellers and fisher folks;
2. Provide capacity development support to partners according to the needs agreed upon among them;
3. Initially finance the provision of e-CCT for a maximum of 200 upland and fisher folk families; and
4. Facilitate the conduct of impact evaluation of eCCT implementation in the pilot areas.

ARTICLE II

DATA GENERATION, OWNERSHIP AND PROTECTION

The DSWD shall generate the data of qualified households through its National Household Targeting System (NHTS) using the criteria set by the Parties for qualified beneficiaries. On top of the NHTS, additional environmental related eligibility criteria for local governments will also be taken into consideration. The data generated for this Project shall be collectively owned by DSWD and NCI agencies that shall be responsible for its protection. No data shall be disclose, divulge or publish to third party unless there is a prior consent from the agencies.

ARTICLE III

EFFECTIVITY AND PERIOD OF AGREEMENT

This Agreement shall take effect upon signing of the parties and shall remain in full force and effect for three (3) years until a decent income from forestry/agro-forestry and from fishery activities can be realized from the controlled and sustainable use of uplands or coastal areas unless otherwise revoked by any of the parties. The possibility of extension for two years using government funds will be explored.

ARTICLE IV

AMENDMENTS

Any modification of this AGREEMENT will not be valid except when there is a written concurrence of ALL PARTIES;

ARTICLE V

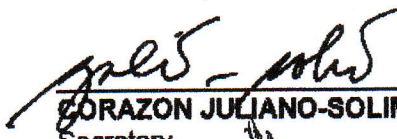
PENALTY CLAUSE

This agreement shall be implemented as agreed upon in accordance with the Terms and Condition stipulated herein. Any dispute claim, controversy and controversies arising from the implementation of this Project shall be resolve in accordance with the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies.

IN WITNESS WHEREOF, the parties hereunder set their hand on the date and place abovementioned.

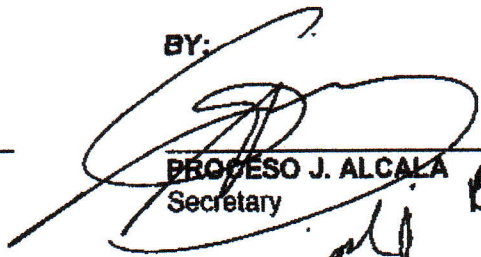
DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT

BY:


CORAZON JULIANO-SOLIMAN
Secretary

DEPARTMENT OF AGRICULTURE


BY:


PROCESO J. ALCALA
Secretary

DEPARTMENT OF AGRICULTURE
In reply, please use the code
For Signature: S-08-12-0288
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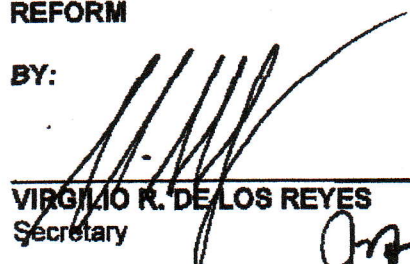
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES

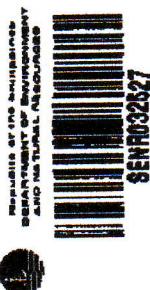
BY:


RAMON J.P. PAJE
Secretary

DEPARTMENT OF AGRARIAN
REFORM

BY:


VIRGILIO R. DE LOS REYES
Secretary




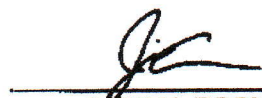
DEUTSCHE GESSELLSCHAFT für
INTERNATIONALE ZUSAMMENARBEIT (GIZ)
GmbH

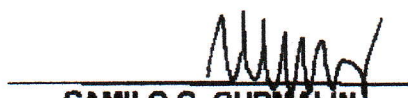
BY:


ROBERT KRESSIRER
Country Director

WITNESSES


MARRIZ B. AGBON
National Focal Person
DA-DAR-DENR National Convergence
Initiative for Sustainable Rural
Development


JUDE H. ESGUERRA
Undersecretary, NAPC


CAMILO G. GUDMALIN
Assistant Secretary, DSWD


MARLO D. MENDOZA
Assistant Secretary, DENR


DR. WALTER SALZER
GIZ-EnRD Programme Director

Attn: Mr. Glenn SARTILLO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI, S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Passport/ CTC No.	Date Issued
PROCESO J. ALCALA	32581225	1-9-12 LUCENA CITY
RAMON J.P. PAJE	3213610	1-10-12 Q.C.
VIRGILIO R. DE LOS REYES	10722834	4-16-12 Q.C.
CORAZON JULIANO SOLIMAN	06518025	2-20-12 Q.C.
ROBERT KRESSIRER	C4J6R8RPR	10-27-09 BERLIN

Known to me to be the named persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consist of five (5) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this JUL 17 2012 day of 2011 at CITY OF MAKATI, Philippines.

ATTY. GERVACIO B. ORTIZ JR.
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2012
ROLL OF ATTORNEYS
MCLE COMPLIANCE NO. III-0014282
IBP NO. 656155- LIFETIME MEMBER
PTR NO. 3178160 JAN. 2, 2012 MAKATI CITY

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