



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag City

Provincial Governor's Office

URB

Committee on Laws - Justice & Human Rights / Agriculture & Fisheries

RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 8-27-25 TIME: 5:06 PM

August 26, 2025

THE HONORABLE MEMBERS

Office of the Provincial Council
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer



Sir:

May I request for the **URGENT** passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement, for and in behalf of the Provincial Government, to receive the package Goat Multiplier Module for the Livestock Economic Enterprise Development Program (LEED), with the Department of Agriculture-Regional Field Office No.XIII, represented by its Regional Executive Director.

Attached please find a copy of the proposed Memorandum of Agreement for your perusal.

We are hoping for your favourable and immediate action on this matter.

Tanggapan ng Sangguniang Panlalawigan

SURIGAO DEL SUR

OSSP-SDS-2025-04932

Telephone No.: (086) - 211 - 5832
E-Mail: tpsurigaosur@yahoo.com

Date: _____
Time: _____
Received by: _____

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag

Office of the Provincial Agriculturist

26 August 2025

HON. JOHNNY T. PIMENTEL

Provincial Governor

Province of Surigao del Sur

Dear Gov. Pimentel,

The Department of Agriculture, through the National Livestock Program is implementing programs and projects to achieve a meat, egg, and milk secure Philippines. One of the flagship programs under this is the Livestock Economic Enterprise Development Program (LEED) being funded through the annual GAA.

The Province of Surigao del Sur is a recipient of the LEED Program comprising of one (1) package Goat Multiplier Module in the total amount of **PESOS: FOUR MILLION SIX HUNDRED THOUSAND (PhP 4,600,000.00)** Only funded under Calendar Year 2025 Livestock Banner Program. This module, more particularly described under Section I of the hereto attached sample MOA, will be housed at the Provincial Plant Nursery & Animal Multiplier Center at Maglambing, Tagbina, Surigao del Sur.

In view of this, we respectfully enjoin your end to request the members of the Sangguniang Panlalawigan, this province, to grant you an authority to enter into and sign the hereto attached Memorandum of Agreement (MOA) and Memorandum of Undertaking (MOU) relative to the aforesaid project.

Thank you and more power!

Very truly yours,

ESMERALDO S. RAYMUNDO, RAg
Provincial Agriculturist



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag

Office of the Provincial Agriculturist

26 August 2025

HON. JOHNNY T. PIMENTEL

Provincial Governor
Province of Surigao del Sur

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Thank you and more power!

Very truly yours,

ESMERALDO S. RAYMUNDO, RAgr
Provincial Agriculturist

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

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

The **DEPARTMENT OF AGRICULTURE- REGIONAL FIELD OFFICE NO. XIII**, a government agency created and existing under the laws of the Republic of the Philippines, with address at Capitol Site, Butuan City represented by its Regional Executive Director, **ARLAN M. MANGELEN**, herein referred to as the "**DA RFO-XIII**".

-and-

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR** a government agency created and existing under the laws of the Republic of the Philippines, with address **TAGBINA, SURIGAO DEL SUR** represented herein by its **Provincial Governor JOHNNY T. PIMENTEL**, duly authorized by the Sangguniang Panglungsod to represent the municipality to enter into this agreement, herein referred to as the "**LGU**".

WITNESSETH

WHEREAS, Republic Act No. 8435* otherwise known as *Agriculture and Fisheries Modernization Act of 1997 (AFMA)* sets out the Government's policies in the agriculture sector in attaining equitable distribution of opportunities, income, and wealth, expanding productivity and sustaining increase in production of goods and services thereby raising the quality of life of the people;

WHEREAS, in the exercise of the mandate Section 7, Chapter Book IV of Executive Order No. 292 entitled: Instituting the Administrative Code of 1987, the Secretary of the Department is empowered to promulgate rules and regulations necessary to carry out department objectives, policies, functions, plans, programs and projects; and issue administrative orders necessary for the efficient administration of the offices under the Secretary and for proper execution of the laws relative thereto;

WHEREAS, the DA, through the National Livestock Program, implements programs and projects to achieve a meat, egg, and milk secure and resilient Philippines, anchored on a vibrant, robust and globally competitive livestock and poultry industry and prosperous farmers;

WHEREAS, the Livestock Economic Enterprise Development Program (LEED) is one of the flagship programs of the DA-National Livestock Program being funded through the annual General Appropriations Act;

WHEREAS, the LEED Program involves the distribution of livestock and poultry and other emerging commodities through modules/packages depending on the priority of the area or the group beneficiaries, either through in-kind or as fund transfer for qualified beneficiaries;

WHEREAS, the LEED Program is implementing two types of farm modules, the Multiplier Farm and the Production Farm Modules. The primary goal of the Multiplier Farm is to produce genetically superior offspring, while the Production Farm is focused on producing marketable products such as egg, meat, and dairy.

WHEREAS, Republic Act No. 7160 otherwise known as the **Local Government Code of 1991** has mandated the local government units to be providers of basic agricultural services, with the vision to increase production efficiency and reduce production costs by mechanizing critical field operation, and contribute to the food sufficiency program of the government;

WHEREAS, as per LEED Guidelines, target beneficiaries are registered Farmers' Cooperatives and Associations (FCAs), and/or Local Government Units with its technical and administrative capability to implement the project;

WHEREAS, LGU Surigao del Sur signifies the intention to undertake, implement the project with full commitment to fulfilling project obligations, including adherence to timelines, reporting requirements, and overall project execution throughout its lifecycle.

Thus, the **DA**, through the **REGIONAL FIELD OFFICE CARAGA** included the **LGU Surigao del Sur** as one of its Project Beneficiaries and shall grant **one (1) Goat Multiplier Module** under the **LEED Program**, as full grant;

NOW THEREFORE, for and in consideration of the above-premises and their mutual covenant herein set forth, the parties hereby agree on the following:

SECTION I
COVERAGE OF THE MOA

This Memorandum of Agreement relates to the project entitled Establishment of One (1) package Goat Multiplier Module in the amount of **FOUR MILLION SIX HUNDRED THOUSAND PESOS (Php 4,600,000.00)** funded under **Calendar Year 2025 LIVESTOCK BANNER PROGRAM- PRODUCTION SUPPORT SERVICES AND AGRICULTURAL MACHINERY, EQUIPMENT, FACILITIES AND INFRASTRUCTURES SUPPORT SERVICES (AMEFSS)**-. This project is broken down as follows, to wit;

COMPONENT	BUDGET (PHP)	MODE OF IMPLPEMENTATION	
		DA PROCUREMENT (PHP)	FUND TRANSFER TO LGU (PHP)
Upgraded Animal Stocks (25 Does/Ewes: 2 Bucks/Rams)	1,080,000	1,080,000	-
Animal Housing	2,270,000	2,270,000	-
Agriculture and Forestry Equipment	400,000	400,000	-
Animal and Zoological Supplies	700,000	-	700,000
Agricultural and Marine Supplies	150,000	-	150,000
TOTAL	4,600,000	3,750,000	850,000

SECTION II
OBLIGATION AND PARTIES CONCERNED

A. The DA-REGIONAL FIELD OFFICE NO. XIII shall:

- Require** the **LGU** to put up an equity equivalent to at least Twenty Percent (20%) of the Total Project Cost, which may be in the form of cash or in-kind for the operation and maintenance of the **Project**.

2. Allocate an amount of **FOUR MILLION SIX HUNDRED THOUSAND PESOS (PhP 4,600,000.00)** and transfer a portion amounting to **EIGHT HUNDRED FIFTY THOUSAND PESOS (PhP 850,000.00)**, as determined by the DA-RFO XIII to be transferred to the **LGU OF SURIGAO DEL SUR** through funding check for the implementation of the **LEED PROJECT**;
3. Demand from the **LGU** to submit liquidation report as prescribed by COA Circular No. 94-013 dated December 13,1994 within six (6) months after completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the approved Project Proposal and other documents;
4. Supervise and monitor the implementation of the Project and utilization of the fund to the **Provincial Local Government Unit of Surigao del Sur** to ensure compliance of the LGU with the provisions of this Agreement;
5. Execution of a Deed of Donation in favor of the asset/s procured out of the grant;
6. Demand from the **LGU** the return/refund of (a) that portion of the fund which remains unused after the completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the project proposal and documents, and (b) any disallowed amount after the financial audit pursuant to COA Circular No. 94-013 dated December 13,1994;
7. Demand from the **LGU** the return to the Bureau of Treasury the full amount released in any of the following cases:
 - (a) Misappropriation of funds without prejudice to the filing of administrative and/or criminal charges as circumstances may warrant;
 - (b) Non-compliance with any provision stated in this agreement; and
 - (c) Commission of any act inconsistent with or contrary to the spirit and avowed intent of this agreement.
8. Issue a certification through the **DA-RFO XIII Accountant** whenever the requirements of liquidation, post-audit and accounting has been complied with, which states that funds previously transferred to **LGU** has been liquidated, post-audited and accounted for in the books;
9. Require the **LGU** to submit monthly physical and financial report of accomplishment to **DA-RFO XIII** after the completion of the delivery and establishment of all the components of the **PROJECT** as specified in the Project Proposal and documents;
10. Keep a copy of the Official Receipt (OR) issued by the **LGU** to the **DA-RFO XIII** acknowledging receipt of funds transferred;
11. Provide technical assistance in the specifications and procurement of animals, equipment, and in the preparation and/or review/evaluation of design and scope of works of the animal housing/facilities; provide guidance on the project processing and implementation to ensure the sustainability of the project; and
12. Review the project procurement documents such as but not limited to Project Procurement Management Plan (PPMP), Purchase Requests (PRs) of the **LGU** prior to the conduct of bidding which shall be conducted after the fund has been downloaded and received by the **LGU**.
13. Involved in the inspection process for goods, equipment and infrastructure components and to issue Project Inspection/Verification Report;

14. Involved in any billing process evaluation prior to the release of payments for infrastructure components
15. Prior to disbursement of fund for infrastructure component, LGU to submit Statement of Work Accomplishment (SWA) to DA RFO XIII for validation. As for the goods component, LGU to notify DA-RFO XIII the schedule of delivery and submit request for inspection. Disbursement Voucher (DV) to follow after the issuance of Project Monitoring Report by DA RFO XIII authorized representatives.
16. **Reserve** the right to intervene, institute corrective measures and repossess the facility when not fully utilized, or properly used and in case of non-compliance of the parties with the mandatory terms and conditions of this agreement within the economic life of two (2) years.

B. The LGU shall:

1. Submit documentary requirements to DA – CARAGA such as Letter of Intent, Board Resolutions, Project Proposal, POW and DED and other documents as may be required in the program. The **LGU** beneficiary may adopt the approved POW and DED made by DA-RAED and submit a **No Objection Letter (NOL)**. In case of any changes, the **LGU** beneficiary shall prepare the POW and DED, which will be subjected to DA-RAED for evaluation;
2. Provide equity to come-up with the required project counterpart of at least Twenty Percent (20%) of the Total Project Cost, which maybe in the form of cash or in-kind that covers labor and other maintenance expenses of the project, provision of electrical and water connections, access road and/or road improvement. In the case of lot or land as form part of equity, it must be compliant to existing zoning ordinance and other existing laws, rules and regulations.
3. Ensure that the project site has no right of way issues, or such kind of issues are resolved prior to the approval of the project;
4. Be responsible for the licenses, permits and other legal requirements for the construction of animal housing/facilities and for any other expenses not covered by the **DA-RFO XIII** funding.
5. Open a government bank TRUST ACCOUNT where the financial grant shall be credited/debited and acknowledge receipt of the transferred funds amounting to **EIGHT HUNDRED FIFTY THOUSAND PESOS (PhP 850,000.00)** and shall issue the corresponding Official Receipt (OR) named under the **DA-RFO XIII** for the fund received from the same office;
6. Create a Special Implementing Unit (SIU) through the Municipal/City Agriculture/Veterinary Office that will supervise, provide administrative and management support mechanism necessary for the implementation of the PROJECT, in close coordination with the **DA-RFO XIII**;
7. Undergo project in charge/s to training /Capability Development related activity to ensure sustainability of the project.
8. Insure all animals thru the Philippine Crop Insurance Corporation (PCIC);
9. Ensure unlimited access by **DA-RFO** and **National Livestock Program (Central/Regional Field Office)** to all facilities and documents relevant to the monitoring and evaluation on the progress of the project;

10. Assure that the Project is properly identified and labeled as a **“DEPARTMENT OF AGRICULTURE – NATIONAL LIVESTOCK PROGRAM”** at all times.
11. Prepare and submit Production plan; Engage in market channels such as Kadiwa or Local Market or enter into a marketing agreement with applicable enterprises or with assistance of AMAD;
12. Submit project procurement documents for review of the **DA-RFO XIII** prior to the conduct of bidding and shall have full accountability thereof, implement the project in compliance to the provisions of the project proposal duly approved by the **DA-RFO XIII**;
13. Submit its progressive liquidation based on every actual project component accomplished and a final liquidation of the transferred funds within six (6) months after the completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the project proposal and documents;
14. Submit in writing of any progress, changes, delay or any concern relating to the complete and effective implementation of the project to the **DA-RFO XIII through its** duly authorized representative;
15. Provide the DA-Caraga a monthly report on operation of the **Goat Multiplier Module**. Produce geo-tagged/digital photos/videos that will document the project from the pre-inspection until the post-implementation to show that the project was done accordingly as required by the Contract;
16. Report immediately within twenty-four (24) hours to DA RFO XIII through the Livestock Program any occurrences of mortality. Should the animal die due to natural death or force majeure, the recipient must report the fact to DA RFO Caraga no later than one (1) week from the date of its occurrence to free itself from obligation to DA RFO Caraga. However, if the mortality is due to the fault or negligence of the beneficiary, they shall be obliged to replace the animals with the same kind and quality;
17. Responsible for the accounting and disbursement of the transferred funds in accordance with existing COA, DBM and other government procedures and regulations;
18. Provide copy of success stories and other documentation obtained from sustaining the project to DA RFO Caraga.
19. Undertake the procurement process;
20. Administer, manage, and disburse the fund pursuant to the approved Project Proposal and deliver the project components in accordance with applicable laws and pursuant to a sound financial and accounting procedures, use the funds solely for the implementation of the project and must keep and maintain financial and accounting records for the said fund in accordance with the generally accepted accounting and auditing principles;
21. In case of balances and unutilized amount after the completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the project proposal and documents, the **LGU** can request for authority from the **DA-RFO XIII**, within the period of the life of the MOA, to utilize the said amount for other components that are relevant to the objectives of the project, or return to **DA-RFO XIII** any unutilized amount if no additional expenditures are intended to be

- undertaken, within one (1) month after the completion of the delivery and/or establishment of all the components of the **PROJECT**;
22. Come up with guidelines and policy on operation, operating scheme and strategies for sound project implementation and viability of the project.
 23. Operate the farm following good animal husbandry practices, observance of animal health and welfare principles, and implement sound biosecurity protocols to ensure that the project is sustainable and productive and attains its objectives;
 24. Implement redistribution scheme. The redistribution scheme is only applicable for Multiplier Farms. This will involve distribution to secondary beneficiaries the offspring equivalent to or not less than 50% of the total number of animals within each package received. The secondary beneficiaries that will be prioritized are the members of the initial FCAs. If all members of the initial FCA were supported or provided with animals already, the redistribution would extend to other FCA within the province, or if none, to individual farmers within the same community or barangay, or if none, to adjacent areas. The redistribution scheme should follow the corresponding timeline based on the commodity.

Commodity	Details of Redistribution	Timeline
Hogs	• 5-6 animals per individual • After weanling • Mixture of male and female	Within 3 years after the start of operations
Poultry	• 20 offsprings per individual • Day-old chicks or older • Mixture of male or female	Within 2 years after the start of operations
Large Ruminants	• 2 animals per individual • At least 3 months old • Either male or female	Within 5 years after the start of operations
Small Ruminants	• 3-5 animals per individual • At least 3 months • Mixture of male or female	Within 3 years after the start of operations

25. The secondary beneficiaries shall be able to provide housing, feed requirements, and other necessary resources for raising the animals prior to the turnover or redistribution from the primary beneficiaries. The implementing units shall evaluate the prioritization on the redistribution.
26. To ensure sustainability and to maximize profits of the Production Farm, this will be implemented by producing, marketing, and restocking within a maximum period of five years to ensure that the equivalent amount of interventions will offset the project amount, value in kind as assessed and monitored by DA RFO XIII.
27. A sustainability plan should be developed, supported by a local ordinance, to secure annual budget allocations and ensure the continuity of the project even after the set timelines for redistribution in Multiplier Farms and for production, marketing, and restocking in Production Farms;
28. Record all transactions which are related to the utilization of the funds and keep the books of account open for inspection by COA or its duly authorized representative and be responsible for the accounting and disbursement of the transferred funds in accordance with existing COA, DBM and other government procedures and regulations;

29. Exercise extraordinary diligence in its compliance with all the stipulations agreed upon in the MOA;
30. Assume full accountability and resolve any problem or issue that may arise from its operation and be responsible for the optimum utilization, maintenance, and sustainable operation of the project;

SECTION III EXECUTION, COMPLETION AND LIQUIDATION

- (a) This MOA shall be executed by **LGU-Surigao del Sur** within thirty (30) days from the receipt of the Fund from DA – RFO 13.

If **LGU-Surigao del Sur** cannot execute the Project and this MOA within the thirty (30) days period, it shall submit a written notice and explanation within ten (10) days prior to the end of the said thirty (30) days to DA – RFO 13 the reason why it cannot and has not been able to execute the Project and this MOA within the said thirty (30) days period. If there are no reasonable grounds or explanation as to why **LGU-Surigao del Sur** was not able to execute the Project and this MOA within the thirty (30) days period, it shall return the entire amount of the fund provided in this MOA to DA – RFO 13.

The computation of the thirty (30) days period in the execution of the Project and this Memorandum of Agreement may be stopped if there is a force majeure or other events which will make the Project and this Memorandum of Agreement impossible to execute.

- (b) The **LGU-Surigao del Sur** must complete the project entitled Goat Multiplier Module within the approved project duration as specified in the project documents such as but not limited to Program of Works (POW), Contracts and other procurement documents.

If **LGU-Surigao del Sur** cannot complete the Project and this MOA within the approved project duration, it shall submit a written notice and explanation within ten (10) days prior to the end of the said duration to DA – RFO 13 the reason why it cannot and has not been able to complete the Project and this MOA within the said period. The DA – RFO 13 may grant an extension of additional thirty (30) days to the approved duration period of completion to **LGU-Surigao del Sur** if it finds that there are reasonable grounds as to why **LGU-Surigao del Sur** was not able to complete the project within the period, otherwise **LGU-Surigao del Sur** shall return to DA – RFO 13 any unused funds including any interest therein in the completion of the Project and this MOA.

The computation of approved project duration/completion of the Project and this Memorandum of Agreement may be stopped if there is a force majeure or other events which will make the Project and this Memorandum of Agreement impossible to complete.

- (c) The **LGU-Surigao del Sur** must submit liquidation report as to the use and utilization of the Fund provided for in this MOA within sixty (60) days from the ends of the period of completion of the Project and this MOA or its extension.

SECTION IV OTHER TERMS AND CONDITIONS

1. The parties shall sign and issue the necessary documents, papers, instruments and supplemental agreements in order to undertake and fulfil the provisions of this Agreement;
2. In the event that certain circumstances, not covered by the stipulations contained herein, shall arise or develop, or any doubtful point(s) shall be raised concerning the provisions of this Agreement, the concerned parties shall within ten (10) days, from the receipt of such request for interpretation and/or application of such doubtful points of circumstances, make their best effort to settle the same ;
3. The Provisions of this Agreement shall be subject to all applicable and appropriate government laws, rules, and regulations;
4. DA-RFO 13 has the right to retrieve/repossess unused facilities, equipment and the like within a period of two (2) years that were funded under the LEED.

SECTION V TERMINATION AND BREACH OF CONTRACT

This Contract will commence upon receipt of the Grant/Fund by the **LGU-Surigao del Sur** and shall be completed within the approved project duration or within the extended period of completion, from the date that **LGU-Surigao del Sur** has started the implementation of LEED Project.

1. This Agreement may be terminated due to the following grounds:
 - a. Refusal/failure of the **LGU-Surigao del Sur** with any of the provisions of this MOA without any justifiable reasons or explanations;
 - b. Misuse/mismanagement by the **LGU-Surigao del Sur** of the funds, or disbursement in a manner other than the purpose of which they are intended;
 - c. Any form of misrepresentation in the implementation of the Project; and
 - d. Any other cause that renders the execution and implementation of the Project impossible.
2. Upon determining of the existence of the Breach of Contract, the DA-RFO 13 shall duly notify the **LGU-Surigao del Sur** within thirty (30) days and require the latter to comply with its responsibilities under this Agreement or explain the finding on misuse or mismanagement of funds. No such termination shall affect the undertaking of **LGU-Surigao del Sur** at **Tagbina, Surigao del Sur**, to return and/or refund the amount received under paragraph 1 & 2 of Article II of this Memorandum Agreement (MOA).

SECTION VI AMENDMENTS

1. The amendments, modifications or alterations to this Agreement shall be valid or binding for either Party and shall be expressed in writing and executed with the same formality as this Agreement.
2. If there are any force majeure or any supervening events which will make the effectivity and completion of the Project and this MOA impossible, or there are any difficult provisions of this MOA which are difficult or impossible to implement, the parties herein by mutual agreement may amend or extend this MOA;

SECTION VII PENALTY CLAUSE

In the event of non-compliance of the LGU with the responsibilities in the MOA such, as but not limited to, non-submission of liquidation reports and failure to return unutilized funds within the period prescribed herein, and abandonment/failure to safeguard the animals and other Project components will deem the **concerned parties** ineligible for any intervention/project/program of the DA until such time that all the responsibilities in this project, especially on financial obligations, are fully complied and cleared.

Further, that if one party neglects, fails or refuses to comply with the conditions set forth in this Agreement, or fails to perform any material obligation, the guilty party agrees to indemnify the aggrieved the amount equivalent to ten (10 %) of the total project costs by way of liquidated damages.

SECTION VIII EFFECTIVITY AND DURATION

This agreement shall take effect upon its signing and shall be enforced for a period of two (2) years from the date of release of the fund, unless expressly extended in writing by the parties herein. The approval of the documents that aim to extend the life of the MOA shall be undertaken before the expiration of original MOA.

Non-completion of the project responsibilities after period of MOA has lapsed will mean suspension from any interventions, programs or projects of the DA until such time that all responsibilities and obligations are complied and cleared.

IN WITNESS WHEREOF, the undersigned parties hereby affix their signatures this _____ at _____, Philippines.

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE XIII**

**- PROVINCIAL LOCAL GOVERNMENT UNIT
OF SURIGAO DEL SUR**

ARLAN M. MANGELEN
Regional Executive Director

JOHNNY T. PIMENTEL
Provincial Governor

SIGNED IN THE PRESENCE OF:

REBECCA R. ATEGA
Regional Technical Director
Department of Agriculture

ESMERALDO S. RAYMUNDO
Provincial Agriculturist
Surigao del Sur

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
) S. S.

BEFORE ME, a duly commissioned Notary Public in the above – named locality, this _____ personally appeared the following persons and have showed to me competent evidence of their respective identify bearing the following information:

NAME	GOV'T. ISSUED ID NO.	DATE ISSUED	PLACE ISSUED
ARLAN M. MANGELEN			
JOHNNY T. PIMENTEL			

Whom I identify through the above – mentioned identification documents to be the same persons described in the foregoing instrument. They further acknowledged to me that they voluntarily affixed their respective signatures on this instrument for the purpose stated therein. Furthermore, they declared to me that they have executed the foregoing instruments as their free and voluntary act and deed and of the instrumentality of Government herein represented and that they have the authority to sign for and in behalf of their respective principals.

This instrument refers to a Memorandum of Agreement for the transfer of funds to implement the **LIVESTOCK ECONOMIC ENTERPRISE DEVELOPMENT (LEED) PROJECT** consisting of ten (10) pages, including this page whereon this acknowledgement is printed and has been signed by the parties and their instrumental witnesses on every page hereof.

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

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

MEMORANDUM OF UNDERTAKING
Between
DEPARTMENT OF AGRICULTURE-CARAGA
and
PLGU SURIGAO DEL SUR

This **Memorandum of Undertaking (MOU)** is made and entered into by and between **DEPARTMENT OF AGRICULTURE-CARAGA** with an address of Capitol Site, Butuan City (hereinafter referred to as the "First Party") and **PLGU SURIGAO DEL SUR** with an address of Brgy. Maglambing, Tagbina, Surigao del Sur (hereinafter referred to as the "Second Party"), also individually referred to as "Party" and collectively "the Parties".

WHEREAS, the Department of Agriculture through the National Livestock Program aims to intensify the role and contribution of the livestock and poultry sub-sectors in increasing the income of small hold farmers wherein the implementation of **Livestock Economic Enterprise Development (LEED) Project is one of the enterprise development strategies** which will provide technical assistance, inputs, and production support to help the small hold farmers bring their production into an enterprise level.

WHEREAS the Parties desire to memorialize certain terms and conditions of their anticipated endeavors.

Now **THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement among the above-mentioned parties concerning their respective roles and responsibilities through a strong foundation and collaborative efforts between parties that are mutually beneficial for the successful implementation of **LEED Program -GOAT OR SHEEP (MEAT/DAIRY/DUAL TYPE) WITH HOUSING**.

ROLES AND RESPONSIBILITIES

A. The DA-CARAGA shall:

1. Require the **CSO/LGU** to comply needed documentary requirements that are prerequisites in the project implementation such, but not limited to, as permits and clearances.
2. Require the **CSO/LGU** to put up an equity equivalent to at least Twenty Percent (20%) of the Total Project Cost, which may be in the form of cash or in-kind for the operation, maintenance and sustainability of the **Project**.
3. Prepare and/or review Program of Work (POW) and Detailed Engineering Design (DED) in consultation with CSO, LGU and other stakeholders.
4. Reserve the right to intervene, institute corrective measures and repossess and take or transfer the **Project** to other qualified beneficiaries if the **CSO/LGU beneficiaries fail to** comply with the mandatory terms and conditions of this Memorandum.

B. The RECIPIENT shall:

1. Submit all pertinent documents to support the project implementation based on project requirement/checklist.
2. Secure and comply necessary clearances and permits such as Building permit and other legal requirements like **Environmental Compliance Certificate (ECC)** or **Certificate of**

Non-Coverage (CNC) and Certificate of No Objection from the appropriate government agency concerned prior to project implementation.

3. For Protected Areas, a permit from DENR or any equivalent documents may be submitted. A Pre-condition Certificate from NCIP should be provided in areas covered by CADT.
4. Responsible for the provision of electrical and water connection, access road and/or road improvement, and ensure that there is no right of way issues, or similar issues are resolved prior to the approval of the project.
5. Shall provide an equity equivalent to at least Twenty Percent (20%) of the Total Project Cost, which may be in the form of cash or in-kind like labor, land (as per project required standard area) for the sustainability of the **PROJECT**.
6. To secure all unliquidated funds transferred from the Department of Agriculture.
7. For swine modules without housing components, the beneficiary shall provide the facility compliant to biosecurity level 1 standard. For ruminants, CSO/LGU beneficiary to provide housing and established pasture/forage area prior to delivery of animals.

SPECIAL PROVISION

For Infra-Structure components, if Program of Works (POW) and Detailed Engineering Design (DED) have been presented, adapted and approved, the beneficiary cannot execute revision otherwise said changes are relevant and crucial to the operation of the project subject to the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184.

PENALTY

The DA has the right to suspend, intervene, institute corrective measures repossess and/or transfer the **Project** when the **CSO/LGU Beneficiary** cannot comply with the mandatory terms and conditions of this agreement after the lapse of 30 days from executing subject to extension by mutual consenting the parties.

EFFECTIVITY AND TERMINATION

This MOU becomes effective on the date it is signed by both parties and shall remain in force unless explicitly terminated, in writing, by either party.

IN WITNESS HEREOF, the parties have hereunto affixed their signatures on this ____ day of _____ 2025, at _____, Philippines.

DEPARTMENT OF AGRICULTURE - PLGU SURIGAO DEL SUR
REGIONAL FIELD OFFICE XIII

ARLAN M. MANGELEN
Regional Executive Director

JOHNNY T. PIMENTEL
Provincial Governor

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) s.s.

BEFORE ME, a Notary Public person appeared on the following people and showed me competent evidence of their respective identity bearing the following information:

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own and free voluntary act and deed and of the agency/entity they respectively represent.

I further acknowledge that this instrument, consisting of three (3) pages including this page wherein the acknowledgement is written, has been signed by the parties and their witnesses on every page.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____ 2025, at _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025



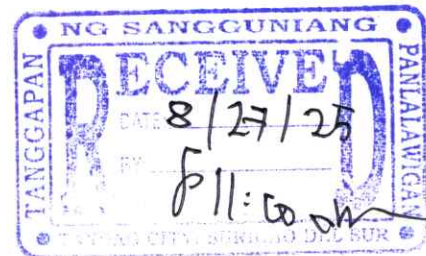
Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR

Office of the Provincial Vice Governor



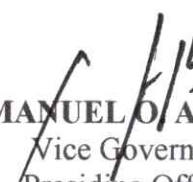
1st Endorsement

August 27, 2025



Respectfully forwarding to Mr. Edgar G. Perez, II, J.D. Secretary to the Sangguniang Panlalawigan, the herein attached basic communication dated August 26, 2025 from **HON. JOHNNY T. PIMENTEL**, Provincial Governor, requesting **URGENT** passage of a resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA), for and in behalf of the Province of Surigao del Sur, to receive the packaged Goat Multiplier Module for the Livestock Economic Enterprise Development Program (LEED), with the Department of Agriculture-Regional Field Office No.XIII, represented by its Regional Executive Director.

For this August Body's information and appropriate action.


HON. MANUEL O. ALAMEDA, SR.

Vice Governor
Presiding Officer

21st Sangguniang Panlalawigan



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag City

Provincial Governor's Office

RELEASED
PGO-SURIGAO DEL SUR
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 8-27-25 TIME: 7:06 PM

August 26, 2025

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

VICE GOVERNOR'S OFFICE
(RECEIVED)
DATE: 8/27/25 TIME: 9:26 AM

Thru: HON. MANUEL O. ALAMEDA, SR.
Vice Governor & Presiding Officer

Sir:

May I request for the **URGENT** passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement, for and in behalf of the Provincial Government, to receive the package Goat Multiplier Module for the Livestock Economic Enterprise Development Program (LEED), with the Department of Agriculture-Regional Field Office No.XIII, represented by its Regional Executive Director.

Attached please find a copy of the proposed Memorandum of Agreement for your perusal.

We are hoping for your favourable and immediate action on this matter.

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
Tandag

Office of the Provincial Agriculturist

26 August 2025

HON. JOHNNY T. PIMENTEL

Provincial Governor
Province of Surigao del Sur

Dear Gov. Pimentel,

The Department of Agriculture, through the National Livestock Program is implementing programs and projects to achieve a meat, egg, and milk secure Philippines. One of the flagship programs under this is the Livestock Economic Enterprise Development Program (LEED) being funded through the annual GAA.

The Province of Surigao del Sur is a recipient of the LEED Program comprising of one (1) package Goat Multiplier Module in the total amount of **PESOS: FOUR MILLION SIX HUNDRED THOUSAND (Php 4,600,000.00)** Only funded under Calendar Year 2025 Livestock Banner Program. This module, more particularly described under Section I of the hereto attached sample MOA, will be housed at the Provincial Plant Nursery & Animal Multiplier Center at Maglambing, Tagbina, Surigao del Sur.

In view of this, we respectfully enjoin your end to request the members of the Sangguniang Panlalawigan, this province, to grant you an authority to enter into and sign the hereto attached Memorandum of Agreement (MOA) and Memorandum of Undertaking (MOU) relative to the aforesaid project.

Thank you and more power!

Very truly yours,

ESMERALDO S. RAYMUNDO, RAg
Provincial Agriculturist

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

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

The **DEPARTMENT OF AGRICULTURE- REGIONAL FIELD OFFICE NO. XIII**, a government agency created and existing under the laws of the Republic of the Philippines, with address at Capitol Site, Butuan City represented by its Regional Executive Director, **ARLAN M. MANGELEN**, herein referred to as the "**DA RFO-XIII**".

-and-

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR** a government agency created and existing under the laws of the Republic of the Philippines, with address **TAGBINA, SURIGAO DEL SUR** represented herein by its **Provincial Governor JOHNNY T. PIMENTEL**, duly authorized by the Sangguniang Panglungsod to represent the municipality to enter into this agreement, herein referred to as the "**LGU**".

WITNESSETH

WHEREAS, Republic Act No. 8435* otherwise known as *Agriculture and Fisheries Modernization Act of 1997 (AFMA)* sets out the Government's policies in the agriculture sector in attaining equitable distribution of opportunities, income, and wealth, expanding productivity and sustaining increase in production of goods and services thereby raising the quality of life of the people;

WHEREAS, in the exercise of the mandate Section 7, Chapter Book IV of Executive Order No. 292 entitled: Instituting the Administrative Code of 1987, the Secretary of the Department is empowered to promulgate rules and regulations necessary to carry out department objectives, policies, functions, plans, programs and projects; and issue administrative orders necessary for the efficient administration of the offices under the Secretary and for proper execution of the laws relative thereto;

WHEREAS, the DA, through the National Livestock Program, implements programs and projects to achieve a meat, egg, and milk secure and resilient Philippines, anchored on a vibrant, robust and globally competitive livestock and poultry industry and prosperous farmers;

WHEREAS, the Livestock Economic Enterprise Development Program (LEED) is one of the flagship programs of the DA-National Livestock Program being funded through the annual General Appropriations Act;

WHEREAS, the LEED Program involves the distribution of livestock and poultry and other emerging commodities through modules/packages depending on the priority of the area or the group beneficiaries, either through in-kind or as fund transfer for qualified beneficiaries;

WHEREAS, Republic Act No. 7160 otherwise known as the **Local Government Code of 1991** has mandated the local government units to be providers of basic agricultural services, with the vision to increase production efficiency and reduce production costs by mechanizing critical field operation, and contribute to the food sufficiency program of the government;

WHEREAS, as per LEED Guidelines, target beneficiaries are registered Farmers' Cooperatives and Associations (FCAs), and/or Local Government Units with its technical and administrative capability to implement the project;

WHEREAS, LGU Surigao del Sur signifies the intention to undertake, implement the project with full commitment to fulfilling project obligations, including adherence to timelines, reporting requirements, and overall project execution throughout its lifecycle.

Thus, the **DA**, through the **REGIONAL FIELD OFFICE CARAGA** included the **LGU Surigao del Sur** as one of its Project Beneficiaries and shall grant **one (1) Goat Multiplier Module** under the **LEED Program**, as full grant;

NOW THEREFORE, for and in consideration of the above-premises and their mutual covenant herein set forth, the parties hereby agree on the following:

SECTION I
COVERAGE OF THE MOA

This Memorandum of Agreement relates to the project entitled Establishment of One (1) package Goat Multiplier Module in the amount of **FOUR MILLION SIX HUNDRED THOUSAND PESOS (PhP 4,600,000.00)** funded under **Calendar Year 2025 LIVESTOCK BANNER PROGRAM- PRODUCTION SUPPORT SERVICES AND AGRICULTURAL MACHINERY, EQUIPMENT, FACILITIES AND INFRASTRUCTURES SUPPORT SERVICES (AMEFSS)**-. This project is broken down as follows, to wit;

COMPONENT	BUDGET (PHP)	MODE OF IMLPEMENTATION	
		DA PROCUREMENT (PHP)	FUND TRANSFER TO LGU (PHP)
Upgraded Animal Stocks (25 Does/Ewes: 2 Bucks/Rams)	1,080,000	1,080,000	-
Animal Housing	2,270,000	2,270,000	-
Agriculture and Forestry Equipment	400,000	400,000	-
Animal and Zoological Supplies	700,000	-	700,000
Agricultural and Marine Supplies	150,000	-	150,000
TOTAL	4,600,000	3,750,000	850,000

SECTION II
OBLIGATION AND PARTIES CONCERNED

A. The DA-REGIONAL FIELD OFFICE NO. XIII shall:

2. Allocate an amount of **FOUR MILLION SIX HUNDRED THOUSAND PESOS (PhP 4,600,000.00)** and transfer a portion amounting to **EIGHT HUNDRED FIFTY THOUSAND PESOS (PhP 850,000.00)**, as determined by the **DA-RFO XIII** to be transferred to the **LGU OF SURIGAO DEL SUR** through funding check for the implementation of the **LEED PROJECT**;
3. Demand from the **LGU** to submit liquidation report as prescribed by COA Circular No. 94-013 dated December 13, 1994 within six (6) months after completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the approved Project Proposal and other documents;
4. Supervise and monitor the implementation of the Project and utilization of the fund to the **Provincial Local Government Unit of Surigao del Sur** to ensure compliance of the LGU with the provisions of this Agreement;
5. Execution of a Deed of Donation in favor of the asset/s procured out of the grant;
6. Demand from the **LGU** the return/refund of (a) that portion of the fund which remains unused after the completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the project proposal and documents, and (b) any disallowed amount after the financial audit pursuant to COA Circular No. 94-013 dated December 13, 1994;
7. Demand from the **LGU** the return to the Bureau of Treasury the full amount released in any of the following cases:
 - (a) Misappropriation of funds without prejudice to the filing of administrative and/or criminal charges as circumstances may warrant;
 - (b) Non-compliance with any provision stated in this agreement; and
 - (c) Commission of any act inconsistent with or contrary to the spirit and avowed intent of this agreement.
8. Issue a certification through the **DA-RFO XIII Accountant** whenever the requirements of liquidation, post-audit and accounting has been complied with, which states that funds previously transferred to **LGU** has been liquidated, post-audited and accounted for in the books;
9. Require the **LGU** to submit monthly physical and financial report of accomplishment to **DA-RFO XIII** after the completion of the delivery and establishment of all the components of the **PROJECT** as specified in the Project Proposal and documents;
10. Keep a copy of the Official Receipt (OR) issued by the **LGU** to the **DA-RFO XIII** acknowledging receipt of funds transferred;
11. Provide technical assistance in the specifications and procurement of animals, equipment, and in the preparation and/or review/evaluation of design and scope of works of the animal housing/facilities; provide guidance on the project processing and implementation to ensure the sustainability of the project; and
12. Review the project procurement documents such as but not limited to Project Procurement Management Plan (PPMP), Bidding Documents (BD), and Contract Documents (CD).

14. Involved in any billing process evaluation prior to the release of payments for infrastructure components
15. Prior to disbursement of fund for infrastructure component, LGU to submit Statement of Work Accomplishment (SWA) to DA RFO XIII for validation. As for the goods component, LGU to notify DA-RFO XIII the schedule of delivery and submit request for inspection. Disbursement Voucher (DV) to follow after the issuance of Project Monitoring Report by DA RFO XIII authorized representatives.
16. **Reserve** the right to intervene, institute corrective measures and repossess the facility when not fully utilized, or properly used and in case of non-compliance of the parties with the mandatory terms and conditions of this agreement within the economic life of two (2) years.

B. The LGU shall:

1. Submit documentary requirements to DA – CARAGA such as Letter of Intent, Board Resolutions, Project Proposal, POW and DED and other documents as may be required in the program. The **LGU** beneficiary may adopt the approved POW and DED made by DA-RAED and submit a **No Objection Letter (NOL)**. In case of any changes, the **LGU** beneficiary shall prepare the POW and DED, which will be subjected to DA-RAED for evaluation;
2. Provide equity to come-up with the required project counterpart of at least Twenty Percent (20%) of the Total Project Cost, which maybe in the form of cash or in-kind that covers labor and other maintenance expenses of the project, provision of electrical and water connections, access road and/or road improvement. In the case of lot or land as form part of equity, it must be compliant to existing zoning ordinance and other existing laws, rules and regulations.
3. Ensure that the project site has no right of way issues, or such kind of issues are resolved prior to the approval of the project;
4. Be responsible for the licenses, permits and other legal requirements for the construction of animal housing/facilities and for any other expenses not covered by the **DA-RFO XIII** funding.
5. Open a government bank TRUST ACCOUNT where the financial grant shall be credited/debited and acknowledge receipt of the transferred funds amounting to **EIGHT HUNDRED FIFTY THOUSAND PESOS (PhP 850,000.00)** and shall issue the corresponding Official Receipt (OR) named under the **DA-RFO XIII** for the fund received from the same office;
6. Create a Special Implementing Unit (SIU) through the Municipal/City Agriculture/Veterinary Office that will supervise, provide administrative and management support mechanism necessary for the implementation of the PROJECT, in close coordination with the **DA-RFO XIII**;
7. Undergo project in charge/s to training /Capability Development related activity to ensure sustainability of the project.

10. Assure that the Project is properly identified and labeled as a "**DEPARTMENT OF AGRICULTURE – NATIONAL LIVESTOCK PROGRAM**" at all times.
11. Prepare and submit Production plan; Engage in market channels such as Kadiwa or Local Market or enter into a marketing agreement with applicable enterprises or with assistance of AMAD;
12. Submit project procurement documents for review of the **DA-RFO XIII** prior to the conduct of bidding and shall have full accountability thereof, implement the project in compliance to the provisions of the project proposal duly approved by the **DA-RFO XIII**;
13. Submit its progressive liquidation based on every actual project component accomplished and a final liquidation of the transferred funds within six (6) months after the completion of the delivery and/or establishment of all the components of the **PROJECT** as specified in the project proposal and documents;
14. Submit in writing of any progress, changes, delay or any concern relating to the complete and effective implementation of the project to the **DA-RFO XIII** through its duly authorized representative;
15. Provide the DA-Caraga a monthly report on operation of the **Goat Multiplier Module**. Produce geo-tagged/digital photos/videos that will document the project from the pre-inspection until the post-implementation to show that the project was done accordingly as required by the Contract;
16. Report immediately within twenty-four (24) hours to DA RFO XIII through the Livestock Program any occurrences of mortality. Should the animal die due to natural death or force majeure, the recipient must report the fact to DA RFO Caraga no later than one (1) week from the date of its occurrence to free itself from obligation to DA RFO Caraga. However, if the mortality is due to the fault or negligence of the beneficiary, they shall be obliged to replace the animals with the same kind and quality;
17. Responsible for the accounting and disbursement of the transferred funds in accordance with existing COA, DBM and other government procedures and regulations;
18. Provide copy of success stories and other documentation obtained from sustaining the project to DA RFO Caraga.
19. Undertake the procurement process;
20. Administer, manage, and disburse the fund pursuant to the approved Project Proposal and deliver the project components in accordance with applicable laws and pursuant to a sound financial and accounting procedures, use the funds solely for the implementation of the project and must keep and maintain financial and accounting records for the said fund in accordance with the generally accepted accounting and auditing principles;
21. In case of balances and unutilized amount after the completion of the delivery and/or

undertaken, within one (1) month after the completion of the delivery and/or establishment of all the components of the **PROJECT**;

22. Come up with guidelines and policy on operation, operating scheme and strategies for sound project implementation and viability of the project.
23. Operate the farm following good animal husbandry practices, observance of animal health and welfare principles, and implement sound biosecurity protocols to ensure that the project is sustainable and productive and attains its objectives;
24. Implement redistribution scheme. The redistribution scheme is only applicable for Multiplier Farms. This will involve distribution to secondary beneficiaries the offspring equivalent to or not less than 50% of the total number of animals within each package received. The secondary beneficiaries that will be prioritized are the members of the initial FCAs. If all members of the initial FCA were supported or provided with animals already, the redistribution would extend to other FCA within the province, or if none, to individual farmers within the same community or barangay, or if none, to adjacent areas. The redistribution scheme should follow the corresponding timeline based on the commodity.

Commodity	Details of Redistribution	Timeline
Hogs	• 5-6 animals per individual • After weanling • Mixture of male and female	Within 3 years after the start of operations
Poultry	• 20 offsprings per individual • Day-old chicks or older • Mixture of male or female	Within 2 years after the start of operations
Large Ruminants	• 2 animals per individual • At least 3 months old • Either male or female	Within 5 years after the start of operations
Small Ruminants	• 3-5 animals per individual • At least 3 months • Mixture of male or female	Within 3 years after the start of operations

25. The secondary beneficiaries shall be able to provide housing, feed requirements, and other necessary resources for raising the animals prior to the turnover or redistribution from the primary beneficiaries. The implementing units shall evaluate the prioritization on the redistribution.
26. To ensure sustainability and to maximize profits of the Production Farm, this will be implemented by producing, marketing, and restocking within a maximum period of five years to ensure that the equivalent amount of interventions will offset the project amount, value in kind as assessed and monitored by DA RFO XIII.
27. A sustainability plan should be developed, supported by a local ordinance, to secure annual budget allocations and ensure the continuity of the project even after the set timelines for redistribution in Multiplier Farms and for production, marketing, and restocking in Production Farms;
28. Record all transactions which are related to the utilization of the funds and keep the books of account open for inspection by COA or its duly authorized representative.

29. Exercise extraordinary diligence in its compliance with all the stipulations agreed upon in the MOA;
30. Assume full accountability and resolve any problem or issue that may arise from its operation and be responsible for the optimum utilization, maintenance, and sustainable operation of the project;

SECTION III EXECUTION, COMPLETION AND LIQUIDATION

- (a) This MOA shall be executed by **LGU-Surigao del Sur** within thirty (30) days from the receipt of the Fund from DA – RFO 13.

If **LGU-Surigao del Sur** cannot execute the Project and this MOA within the thirty (30) days period, it shall submit a written notice and explanation within ten (10) days prior to the end of the said thirty (30) days to DA – RFO 13 the reason why it cannot and has not been able to execute the Project and this MOA within the said thirty (30) days period. If there are no reasonable grounds or explanation as to why **LGU-Surigao del Sur** was not able to execute the Project and this MOA within the thirty (30) days period, it shall return the entire amount of the fund provided in this MOA to DA – RFO 13.

The computation of the thirty (30) days period in the execution of the Project and this Memorandum of Agreement may be stopped if there is a force majeure or other events which will make the Project and this Memorandum of Agreement impossible to execute.

- (b) The **LGU-Surigao del Sur** must complete the project entitled Goat Multiplier Module within the approved project duration as specified in the project documents such as but not limited to Program of Works (POW), Contracts and other procurement documents.

If **LGU-Surigao del Sur** cannot complete the Project and this MOA within the approved project duration, it shall submit a written notice and explanation within ten (10) days prior to the end of the said duration to DA – RFO 13 the reason why it cannot and has not been able to complete the Project and this MOA within the said period. The DA – RFO 13 may grant an extension of additional thirty (30) days to the approved duration period of completion to **LGU-Surigao del Sur** if it finds that there are reasonable grounds as to why **LGU-Surigao del Sur** was not able to complete the project within the period, otherwise **LGU-Surigao del Sur** shall return to DA – RFO 13 any unused funds including any interest therein in the completion of the Project and this MOA.

The computation of approved project duration/completion of the Project and this Memorandum of Agreement may be stopped if there is a force majeure or other events which will make the Project and this Memorandum of Agreement impossible to complete.

- (c) The **LGU-Surigao del Sur** must submit liquidation report as to the use and utilization of the Fund provided for in this MOA within sixty (60) days from the end of the

SECTION IV OTHER TERMS AND CONDITIONS

1. The parties shall sign and issue the necessary documents, papers, instruments and supplemental agreements in order to undertake and fulfil the provisions of this Agreement;
2. In the event that certain circumstances, not covered by the stipulations contained herein, shall arise or develop, or any doubtful point(s) shall be raised concerning the provisions of this Agreement, the concerned parties shall within ten (10) days, from the receipt of such request for interpretation and/or application of such doubtful points of circumstances, make their best effort to settle the same ;
3. The Provisions of this Agreement shall be subject to all applicable and appropriate government laws, rules, and regulations;
4. DA-RFO 13 has the right to retrieve/repossess unused facilities, equipment and the like within a period of two (2) years that were funded under the LEED.

SECTION V TERMINATION AND BREACH OF CONTRACT

This Contract will commence upon receipt of the Grant/Fund by the **LGU-Surigao del Sur** and shall be completed within the approved project duration or within the extended period of completion, from the date that **LGU-Surigao del Sur** has started the implementation of LEED Project.

1. This Agreement may be terminated due to the following grounds:
 - a. Refusal/failure of the **LGU-Surigao del Sur** with any of the provisions of this MOA without any justifiable reasons or explanations;
 - b. Misuse/mismanagement by the **LGU-Surigao del Sur** of the funds, or disbursement in a manner other than the purpose of which they are intended;
 - c. Any form of misrepresentation in the implementation of the Project; and
 - d. Any other cause that renders the execution and implementation of the Project impossible.
2. Upon determining of the existence of the Breach of Contract, the DA-RFO 13 shall duly notify the **LGU-Surigao del Sur** within thirty (30) days and require the latter to comply with its responsibilities under this Agreement or explain the finding on misuse or mismanagement of funds. No such termination shall affect the undertaking of **LGU-Surigao del Sur** at **Tagbina, Surigao del Sur**, to return and/or refund the amount received under paragraph 1 & 2 of Article II of this Memorandum Agreement (MOA).

SECTION VI AMENDMENTS

1. The amendments, modifications or alterations to this Agreement shall be valid or binding for either Party and shall be expressed in writing and executed with the same formality as this Agreement.

MEMORANDUM OF UNDERTAKING
Between
DEPARTMENT OF AGRICULTURE-CARAGA
and
PLGU SURIGAO DEL SUR

This **Memorandum of Undertaking (MOU)** is made and entered into by and between **DEPARTMENT OF AGRICULTURE-CARAGA** with an address of Capitol Site, Butuan City (hereinafter referred to as the "First Party") and **PLGU SURIGAO DEL SUR** with an address of Brgy. Maglambing, Tagbina, Surigao del Sur (hereinafter referred to as the "Second Party"), also individually referred to as "Party" and collectively "the Parties".

WHEREAS, the Department of Agriculture through the National Livestock Program aims to intensify the role and contribution of the livestock and poultry sub-sectors in increasing the income of small hold farmers wherein the implementation of **Livestock Economic Enterprise Development (LEED) Project** is one of the enterprise development strategies which will provide technical assistance, inputs, and production support to help the small hold farmers bring their production into an enterprise level.

WHEREAS the Parties desire to memorialize certain terms and conditions of their anticipated endeavors.

Now **THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement among the above-mentioned parties concerning their respective roles and responsibilities through a strong foundation and collaborative efforts between parties that are mutually beneficial for the successful implementation of **LEED Program -GOAT OR SHEEP (MEAT/DAIRY/DUAL TYPE) WITH HOUSING**.

ROLES AND RESPONSIBILITIES

A. The DA-CARAGA shall:

1. Require the **CSO/LGU** to comply needed documentary requirements that are prerequisites in the project implementation such, but not limited to, as permits and clearances.
2. Require the **CSO/LGU** to put up an equity equivalent to at least Twenty Percent (20%) of the Total Project Cost, which may be in the form of cash or in-kind for the operation, maintenance and sustainability of the **Project**.
3. Prepare and/or review Program of Work (POW) and Detailed Engineering Design (DED) in consultation with CSO, LGU and other stakeholders.
4. Reserve the right to intervene, institute corrective measures and repossess and take or transfer the **Project** to other qualified beneficiaries if the **CSO/LGU beneficiaries fail** to comply with the mandatory terms and conditions of this Memorandum.

B. The RECIPIENT shall:

Non-Coverage (CNC) and Certificate of No Objection from the appropriate government agency concerned prior to project implementation.

3. For Protected Areas, a permit from DENR or any equivalent documents may be submitted. A Pre-condition Certificate from NCIP should be provided in areas covered by CADT.
4. Responsible for the provision of electrical and water connection, access road and/or road improvement, and ensure that there is no right of way issues, or similar issues are resolved prior to the approval of the project.
5. Shall provide an equity equivalent to at least Twenty Percent (20%) of the Total Project Cost, which may be in the form of cash or in-kind like labor, land (as per project required standard area) for the sustainability of the **PROJECT**.
6. To secure all unliquidated funds transferred from the Department of Agriculture.
7. For swine modules without housing components, the beneficiary shall provide the facility compliant to biosecurity level 1 standard. For ruminants, CSO/LGU beneficiary to provide housing and established pasture/forage area prior to delivery of animals.

SPECIAL PROVISION

For Infra-Structure components, if Program of Works (POW) and Detailed Engineering Design (DED) have been presented, adapted and approved, the beneficiary cannot execute revision otherwise said changes are relevant and crucial to the operation of the project subject to the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184.

PENALTY

The DA has the right to suspend, intervene, institute corrective measures repossess and/or transfer the **Project** when the **CSO/LGU Beneficiary** cannot comply with the mandatory terms and conditions of this agreement after the lapse of 30 days from executing subject to extension by mutual consenting the parties.

EFFECTIVITY AND TERMINATION

This MOU becomes effective on the date it is signed by both parties and shall remain in force unless explicitly terminated, in writing, by either party.

IN WITNESS HEREOF, the parties have hereunto affixed their signatures on this ____ day of _____ 2025, at _____, Philippines.

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE XIII**

- PLGU SURIGAO DEL SUR

ARLAN M. MANGELEN
Regional Field Office XIII

JOHNNY T. PIMENTEL

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) s.s.

BEFORE ME, a Notary Public person appeared on the following people and showed me competent evidence of their respective identity bearing the following information:

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own and free voluntary act and deed and of the agency/entity they respectively represent.

I further acknowledge that this instrument, consisting of three (3) pages including this page wherein the acknowledgement is written, has been signed by the parties and their witnesses on every page.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____ 2025, at _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025