



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS
MANILA 1099

May 26, 2016

CUSTOMS MEMORANDUM CIRCULAR
NO. 76-2016

TO: All Deputy Commissioners
All Directors and Division Chiefs
All District / Port Collectors
and Others Concerned

**SUBJECT: Clarification for CMC 16-2016: MOA between NFA and IRRI re:
Exportation and Importation of Rice/Rice Seeds for 2016**

Attached is the letter dated May 20, 2016 of Director Lemuel R. Pagayunan, Grains Marketing Operations Department, National Food Authority (NFA), clarifying that the said Memorandum of Agreement (MOA) is only by and between the NFA and the International Rice Research Institute (IRRI), which provides among others, a one-year single certificate to IRRI to replace the need for a Transport Permit for every shipment of rice seed varieties that will be used for experimental and research purposes only.

Said Certification is **not** applicable to other private exporters/importers who are requesting for Transport Permit for their own respective shipments from NFA.

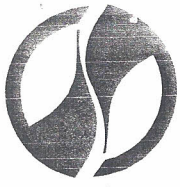
For your information and guidance.

Please confirm the dissemination of this circular throughout your offices within fifteen (15) days from receipt hereof.

ALBERTO D. LINA
Commissioner



MAY 31 2016



**PAMBANSANG
PANGASIWAAN
SA PAGKAIN**
NATIONAL FOOD AUTHORITY

Philippine Sugar Center Bldg. North Ave., Diliman, Quezon City Tel No. (02) 453-3900/981-3800 to 30 Website www.nfa.gov.p

May 20, 2016

HON. ALBERTO D. LINA
Commissioner
Bureau of Customs
OCOM Bldg. South Harbor
Port Area, Manila



Re: MOA Between NFA and IRRI

Dear Commissioner Lina,

Good day to you!

With reference to the above subject matter, the National Food Authority (NFA) wants to clarify that the said MOA is only by and between the NFA and the International Rice Research Institute (IRRI) which provides among others, a one-year single certificate to IRRI to replace the need for a Transport Permit for every shipment of rice seed varieties that will be used for experimental and research purpose only. Hence, the said Certification is not applicable to other private exporters who are requesting for Transport (Export) permit for their own respective shipments from this office.

This letter was prepared in response to queries of some private exporters/importers seeking clarification on the commodity coverage of the BOC issued Customs Memorandum Circular No. 16-2016.

We have attached a copy of the MOA between NFA and IRRI for your reference/information and due consideration.

Thank you.

Very truly yours,

LEMUEL PAGAYUNAN
Director
Grains Marketing Operations Department

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 14th day of December 2015 at Quezon City, Philippines, by and between:

The **NATIONAL FOOD AUTHORITY (NFA)**, an agency of the government created by virtue of Presidential Decree No. 4 as amended, with principal office and place of business at Philippine Sugar Center Bldg., North Ave., Diliman, Quezon City, represented by its Administrator, **RENAN B. DALISAY**, hereinafter referred to as **NFA**;

- and -

The **INTERNATIONAL RICE RESEARCH INSTITUTE (IRRI)**, is a non profit, autonomous international organization, with headquarters at the Municipality of Los Baños, Province of Laguna, Republic of the Philippines, and is represented in this Agreement by its Deputy Director General for Communication and Partnerships Dr. V. Bruce J. Tolentino, hereinafter referred to as **IRRI**.

WITNESSETH:

WHEREAS, IRRI is the world's premier research organization dedicated to reducing poverty and hunger through rice science; improving the health and welfare of rice farmers and consumers; and protecting the rice-growing environment for future generations.

WHEREAS, in the performance of its mandate, **IRRI** brings into the Philippines different rice seed varieties from different countries for study in the Philippines;

WHEREAS, IRRI is being required by concerned government agencies to secure import permit from the National Food Authority for the rice samples brought into the Philippines;

WHEREAS, NFA is a government agency tasked of, among others, assuring the nation with adequate supply of grains and regulating the importation of rice into the Philippines;

NOW THEREFORE, for and in consideration of the foregoing and of the conditions hereinafter set forth, the parties hereby agree as follows:

I. OBLIGATION OF NFA:

1. Upon request, **NFA** shall issue a single Certificate in order to replace the need for a Transport Permit for every shipment of rice seed varieties and this certification shall be for a period of one (1) year from the issuance thereof.

II. OBLIGATIONS OF IRRI:

Renan B. Dalisay

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[Handwritten signature]

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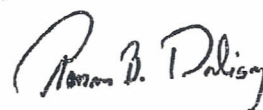
cmc 74-2014 P-4


1. **IRRI** shall submit a letter requesting **NFA** to issue the above Certificate.
2. **IRRI** shall guarantee that the rice seed varieties are for experimental and research purposes only. Rice seed varieties for experimental and research purposes shall mean that the quantity of rice seed samples shall not exceed five (5) kilos per variety per shipment.
3. **IRRI** shall make available to **NFA** all records required by **NFA** in connection with the Certification that pertains to the rice seed varieties that pass through **IRRI's** Seed Health Unit. At its option, **IRRI** can provide to **NFA** the reports submitted to the Bureau of Plant Industry-Plant Quarantine Service ("BPI-PQS") as compliance of **IRRI's** foregoing reportorial obligation to the **NFA**. All requests for reports shall be submitted through electronic mail, among others, by **IRRI** to the **NFA** not later than thirty (30) days from the time the request was made.

III. DURATION:

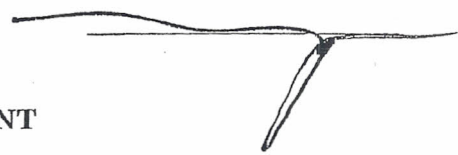
This Agreement shall be effective and shall be binding for a Period of one (1) year from the date of signing unless sooner terminated by one party for violation of the terms and conditions herein stipulated and provided that a prior notice of thirty (30) days is given to the other party. However, if this agreement will not be terminated within the period as stipulated, it is deemed renewed for the succeeding Period.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on 14 December 2015, in Quezon City.


RENAN B. DALISAY
 NFA Administrator


DR. V. BRUCE J. TOLENTINO
 IRRI Deputy Director General
 for Communication and Partnerships

WITNESSES:




ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of DEC 15 2015, 2014 personally appeared.

Government issued ID

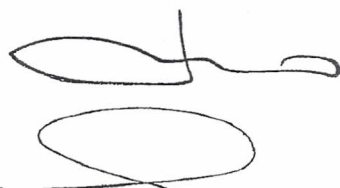
Date/Place issued



known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of five (5) pages, including the page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof and they acknowledged the same to be their free and voluntary act and deed as well as those of the entity represented.

WITNESS MY HAND AND SEAL, this _____ day of
DEC 15 2015, 2015 at Quezon City, Philippines.

Doc. No. 20
Page No. 01
Book No. 2210
Series of 2015



ATTY. EDNA T. LOVERIA
NOTARY PUBLIC for & in Quezon City
Appt. # NP-126 until Dec. 31, 2015
NFA-LAD Philsugin Bldg.
North Avenue, Quezon City
PTR # 03584659 Pasig City 1-9-15
IBP # 0984604 Pasig RSM 1-7-15
Roll # 30959 MCLE V-0004734 12-10-14

Person & Desc.

