

February 4, 2016

CUSTOMS MEMORANDUM CIRCULAR
NO. 16-2016

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

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

Attached is the letter dated January 26, 2016 of Administrator Renan B. Dalisay, National Food Authority (NFA), indorsing a copy of the Memorandum of Agreement (MOA) between NFA and the International Rice Research Institute (IRRI) pertaining to the exportation and importation of rice/rice seeds for the year 2016.

NFA informs that in Article I of the said MOA, they shall issue a one-time Certification per year which shall contain the following salient provisions:

- a) The Certification is valid for a period of one (1) year from date of issuance.
- b) Rice seed varieties are for experimental and research purposes only.
- c) Rice quantities shall not exceed five (5) kilos per variety per shipment.
- d) IRRI shall make available to NFA all records required in connection with the Certification.

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





FAMIDANSANG
PANGASIWAAN
SA PAGKAIN

NATIONAL FOOD AUTHORITY

MASTER COPY

OFFICE OF THE COMMISSIONER
01 FEB 2016
DATE: 01 FEB 2016
TIME: 2:59
BUREAU OF CUSTOMS
Office of the Commissioner
Incoming Document No.
16-03522

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

26 January 2016

HON. ALBERTO D. LINA

Commissioner

BUREAU OF CUSTOMS

Port Area, Manila

Attn: **Atty. Marichelle De Vera**
BOC Legal Adviser

Dear Commissioner Lina :

As discussed during the January 25, 2016 meeting among NFA, BOC and IRRI, we are providing you a copy of the signed Memorandum of Agreement (MOA) dated 14 December 2015 between the National Food Authority (NFA) and the International Rice Research Institute (IRRI) pertaining to the exportation and importation of rice/rice seeds of the latter for the Year 2016.

May we respectfully inform you that pursuant to Article I of the MOA, NFA shall issue a one-time Certification per year which will contain the following salient provisions:

- a.) The Certification is valid for a period of one (1) year from date of issuance.
- b.) Rice seed varieties are for experimental and research purposes only.
- c.) Rice quantities shall not exceed five (5) kilos per variety per shipment.
- d.) IRRI shall make available to NFA all records required in connection with the Certification.

This is for your reference and information.

Very truly yours,


RENAN B. DALISAY
Administrator

gmod/fod/rst/jpb/ctpatdo

Amf

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

[Handwritten mark]

[Signature]

[Signature]

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:

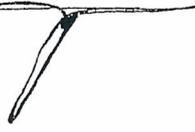
This Agreement shall be effective and shall be binding for a Period of one (1) year from the date of signing unless sooner terminated by one party for violation of the terms and conditions herein stipulated and provided that a prior notice of thirty (30) days is given to the other party. However, if 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 _____



CMC 14-2016 P5

MASTER COPY

amp

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. 05
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

Rona B. Disy

