

MEMORANDUM OF AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

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

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**, an attached agency of the Department of Agriculture established on 26 June 2013 through Executive Order 336, with office address at the Department of Agriculture Building, Elliptical Road, Diliman, Quezon City represented herein by its Executive Director **SARAH GUTIERREZ - CAYONA**, hereinafter referred to as "**PCAF**",

-- and --

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, a government institution duly organized and existing under and by virtue of Presidential Decree No. 205, as amended with principal office address at the DAP Building, San Miguel Avenue, Ortigas Center, Pasig City represented herein by its Officer-in-Charge, **MAGDALENA L. MENDOZA** hereinafter referred to as the "**DAP**".

Hereinafter, collectively referred to as Parties

- WITNESSETH, that -

WHEREAS, **PCAF** facilitates the development of agriculture and fisheries policy recommendations together with other stakeholders in both private and public sector which deal with, among others, identifying policy contradictions and gaps, program and policy implementation weaknesses including function overlaps between and among institutions;

WHEREAS, in line with the current thrust of the government towards results-oriented and performance-based monitoring and evaluation, the **PCAF** sees the need to have a meaningful and effective regulatory framework in place, which will result to an improved agriculture and fisheries regulatory service delivery manifested through efficient, integrated, both systems and process-based, agribusiness-friendly models at the national and local levels;

WHEREAS, the **DAP** is managing the national program on Modernizing Government Regulations Program for national competitiveness and productivity, of which review and assessment of existing regulatory practices in the Philippines and institutionalizing meaningful regulatory reform are the key components;

WHEREAS, in 2016 the **DAP** and **PCAF** embarked on a study entitled Review of Laws and Regulations to Enhance Policy Environment towards Agriculture and Fisheries Modernization, the results of the study aside from providing the regulatory landscape of the sector based on selected regulatory agencies of the Department of Agriculture, it also highlighted the need to establish a regulatory management framework within the agriculture and fisheries sectors.

WHEREAS, the **PCAF** recognizes the need for a coherent approach on agriculture and fisheries regulations and the benefit of good regulatory practices being implemented by other Asian countries;

WHEREAS, the **DAP** with proven expertise in the field of benchmarking and currently implements program related to regulatory reform, proposes for the conduct of "Enhancing Regulatory Management in Agriculture and Fisheries Sector: A Benchmarking Study"

WHEREAS, the **PCAF** has the financial resources to support the conduct of the benchmarking study as contained in **Annex "A"** and stated in Section 4 of this Memorandum of Agreement, herein referred to as **Agreement**, for brevity.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

Section 1. Scope of Work/Description of the Project. The Parties hereby undertake to perform the Project entitled, **Enhancing Regulatory Management in Agriculture and Fisheries Sector: A Benchmarking Study**, more particularly described in the Project Proposal attached hereto and made an integral part hereof as **Annex "A"**.

Section 2. Obligations of the DAP. The DAP shall:

- a. Provide a counterpart team who shall coordinate with the **PCAF** in the implementation of various activities of the Project within the agreed timeframe;
- b. Ensure the availability of committed and highly qualified specialists to work on the project with one or more expertise(s)/specialization(s) as specified in **Annex "A"**;
- c. Conduct capability building on benchmarking for regulatory management in the Agriculture and Fisheries sector;
- d. Conduct project meetings and workshops with intended respondents and concerned government agencies and/or stakeholders in relation to the implementation of the project;
- e. Provide necessary and adequate logistical support and arrangements as detailed in **Annex "A"** to deliver the expected outputs in a timely and efficient manner;
- f. Provide necessary logistical requirements (e.g., processing/payment of airfare and appropriate per diem) for a maximum of four (4) study delegates officially designated by **PCAF**;
- g. Provide guidance on implementing key findings of the benchmarking study;
- h. Designate a Review Committee that will look into the outputs of the project team before they are submitted to **PCAF**;
- i. Present to **PCAF's** officials and technical personnel concerned the results of the study to solicit comments/inputs and approval;

- j. Integrate inputs/comments from PCAF and finalize, package and submit the final version of the study; and,
- k. Submit Project Completion Report.

Section 3. Obligations of the PCAF. The PCAF shall:

- a. Designate a counterpart team who shall work closely with the DAP Project Team regarding the technical and administrative requirements of the Project;
- b. Provide assistance (e.g., coordination with and endorsement of DAP Project Team to PCAF officials and staff, including Department of Agriculture (DA) operating units, government agencies, the private sector, local government units and other concerned agencies as needed) to the DAP Project Team and technical resource persons/specialists during the conduct of the study;
- c. Provide funding for the following: direct training costs for the four-day benchmarking training, which includes venue, meals, accommodation (if necessary); and the out-of-pocket costs for the venue and meals for the consultation workshops and executive briefing;
- d. Provide the DAP Project Team the required data, documents, existing studies and projects (including results of previous A&F policy studies and assessments), and other pertinent information needed for the study;
- e. Convene a panel of PCAF officials concerned and technical personnel for the presentation of the deliverables and consequent approval of said deliverables;
- f. Provide comments and inputs to the study and other project deliverables;
- g. Approve the project implementation plan, project review framework, inception report, and the draft and final review reports and other deliverables by signing DAP's Certificate of Acceptance of Project Deliverable(s) a week after the submission of the said deliverables;
- h. Approve the closure of the project upon submission and approval of all outputs under this Agreement and as mentioned in the attached Annex "A" by signing the DAP's Certificate of Project Completion/Closure, two (2) weeks after the submission of the final deliverables; and,
- i. Ensure that the policy recommendation/s on key findings of the benchmarking study is/are endorsed to concerned Regulatory Agencies of the Department of Agriculture.

Section 4. Statement of Consideration (Fees).

For all the deliverables to be accomplished under this project, the project will need to run for eight (8) months with funding requirements in the amount of **Ten Million Pesos (PHP10,000,000.00)**. This amount shall be payable to the Development Academy of the Philippines in accordance to the schedule presented in the table in the following page.

0118061061

ACTIVITIES/EXPECTED OUTPUTS	BUDGET (PHP) (Inclusive of Taxes)
Upon submission of Project Implementation Plan and Inception Report (45%)	4,500,000.00
Upon submission of the write up on: The Regulatory Environment of the A&F Doctors, Philippine Situationer (25%)	2,500,000.00
Upon conduct of Capability Building (10%)	1,000,000.00
Upon submission of Benchmarking Study Report (10%)	1,000,000.00
Upon conduct of Validation and Knowledge Sharing and submission of Publication (10%)	1,000,000.00
TOTAL	PHP10,000,000.00

The funding requirement is composed of personnel and resource persons' fees, out-of-pocket costs (i.e. transportation and accommodation) and other expenses which cover the logistical requirements of the DAP Project Team, and the insurance and taxes (VAT).

A Certificate of Availability of Funds (CAF) duly signed by the Chief Accountant of the PCAF is hereto attached/stamped and marked as **Annex "B"** and made an integral part of this Agreement.

Section 5. Confidentiality. Each party undertakes not to divulge at any time to a third person any confidential information relating to the other, except upon written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

Section 6. Intellectual Property Rights to the Expected Outputs. All Intellectual Property existing prior to the execution of this Agreement or rendition of Services herein, whichever comes first, shall remain the property of the original owner.

All reports, documents, correspondents, notes, deliverables and other work product in any form developed, produced or delivered in connection with or as a result of performing the services and the intellectual property rights over the work product shall be jointly owned by the PCAF and the DAP, with each party having royalty-free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes; provided, however, that neither party shall allow a third party to use, copy or distribute such work product without the prior written consent of the other.

Section 7. Liability. The DAP shall not be liable to PCAF for loss or damage of PCAF's property unless due to gross negligence or breach of this Agreement. The DAP shall not be liable to PCAF for any indirect, special or consequential loss arising out of or in connection with the provision of goods and the services pursuant to this Agreement and the total liability of DAP for any loss of the PCAF arising out of or in connection with the Agreement in respect of any event shall not exceed the charges payable by the PCAF to the DAP for the Project.

Section 8. Indemnity. Each party shall indemnify and hold the other free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act or omission by the said Party or its employees or representatives.

Section 9. Warranties. All conditions and warranties whether expressed or implied by law or otherwise (including but not limited to those as to description, merchantability or fitness for a particular purpose) are excluded from this **Agreement**.

Section 10. Term of the Agreement. This **Agreement** shall become effective upon receipt of Notice to Proceed with the Services and shall be completed by the end of December 2018; provided, however, that there shall be flexibility in the Project duration as long as the specified Project deliverables agreed upon by both Parties are met without additional cost/s to **DA-PCAF**.

Section 11. Changes

- a. Either Party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the cause(s) of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project. Any extension of contract time shall not involve any additional cost.
- b. If changes under this section should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both Parties.

Section 12. Force Majeure. No party shall be liable to the other for the delay or non-performance of its obligations under this **Agreement** arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

Section 13. Termination

- a. The following events shall entitle the party not in breach to terminate this **Agreement** by immediate written notice:
 - i) Failure on the part of **PCAF** to make punctual payment of all sums due to the **DAP** under the terms of this **Agreement**;
 - ii) Failure on the part of the **DAP** to remedy any breach of its obligations hereunder within the fifteen (15) days following written notice from **PCAF** specifying the breach with full particulars; or,
 - iii) Any serious and persistent breach by either party of any provision of this **Agreement**.
- b. The Parties may terminate this **Agreement** upon mutual agreement.
- c. In the event this **Agreement** is terminated for causes not attributable to the **DAP**, the **DAP** shall be entitled to payment determined on a pro-rate basis for services satisfactorily performed or delivered as well as reimbursement for reasonable expenses incurred in performing its obligations prior to the termination.

0118061061

Section 14. Dispute Settlement or Arbitration. All disputes and controversies arising out of or in connection with this **Agreement**, or for breach of any provision hereof which cannot be solved by the herein contracting Parties, shall be settled through Arbitration in accordance with Presidential Decree 242 in relation to Section 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII of the same code.

The venue of any legal action arising from this **Agreement** shall be brought to the proper court in Pasig or Quezon City.

Section 15. Amendments. No amendment or modification of any of the terms and conditions of this **Agreement** shall be valid unless evidenced by a written **Agreement** executed by both Parties' respective authorized representatives.

Section 16. Severability. If any part of this **Agreement** is declared unenforceable or void, the rest of the **Agreement** shall nevertheless remain in full force and effect.

Section 17. Waiver. No failure, omission or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this **Agreement** shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

Section 18. Assignment. The benefit of this **Agreement** may not be assigned in whole or in part by a party without the prior written consent of the other.

Section 19. Binding Effect. This **Agreement** shall be binding on the Parties and their respective successors-in-interest.

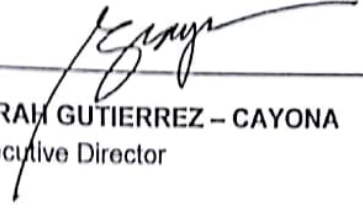
Section 20. OGCC Review. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel (OGCC), the statutory counsel of DAP. Any comments and recommendations made by the OGCC shall automatically form part of this **Agreement**.

Section 21. Authority. Each of the party hereto represents and warrants that it has full power and authority to enter into and perform each obligation under this **Agreement**. All necessary actions, consents, and approval for the execution of this **Agreement** have been taken and/or obtained and constitutes the legal, valid and binding obligations of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement on the 03 day of 2018 2018 in QUEZON CITY,

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

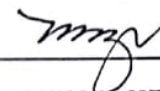
By:



SARAH GUTIERREZ - CAYONA
Executive Director

DEVELOPMENT ACADEMY OF THE PHILIPPINES

By:




MAGDALENA L. MENDOZA
Officer-in-Charge

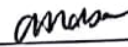
0118061061

Signed in the presence of:

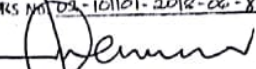
WITNESSES




JOHN D. PAGADUAN
Deputy Executive Director



ARNEL D. ABANTO
Vice President
Productivity and Development Center
Development Academy of the Philippines

ALLOTMENT AVAILABLE: 10,000,000
ACS NO. 02-101101-2018-06-865


JOSE REDENTOR H. BESENIO
Chief, Budget Section

FUNDS AVAILABLE 9,10,000,000
CONTROL NO. 02-101101-2018-06-865


MARTYN P. GONZALES
Chief Accountant

0118061061

ACKNOWLEDGEMENT

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

BEFORE ME, on this 08 day of JUN 08 2018, 2018 at
QUEZON CITY,, personally appeared the following public officials, namely:

SARAH GUTIERREZ-CAYONA, with _____ in
representation of the PCAF;

- and -

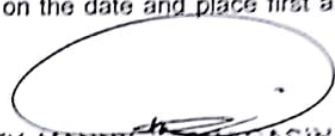
MAGDALENA L. MENDOZA, with DAP ID No. 035534, in representation of the DAP.

Who are known to me to be the same officials who executed the foregoing instrument
and they both acknowledged to me that the same is their free and voluntary act and
deed and that of the government agencies they represent therein.

This instrument consisting of twenty one (21) pages including this page and Annexes
"A" and "B" on which this acknowledgement is written and signed by the Parties and
their instrumental witnesses, refers to a Memorandum of Agreement (MOA) executed for
the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above
written.

NOTARY PUBLIC
Doc. No. 262
Page No. 59
Book No. XIX
Series of 2018.


ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 039 UNTIL DEC. 31, 2018, O.C.
OCHCPO, 6RD, FLR., QUEZON CITY HALL
IBP NO. 022973 / 1-4-18 QUEZON CITY
PTR NO. 5520236/1-3-18 QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. V-0913382/4-13-16, UNTIL 4-14-19/OC
ZIN NO. 243-035-918

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

ANNEX A: Project Proposal**Enhancing Regulatory Management in Agriculture and Fisheries Sector: A Benchmarking Study****High-Level Project Proposal
(Scope of Work)****I. Document Purpose**

The purpose of this document is to provide a high-level description of the project outputs for the conduct of the benchmarking study on enhancing regulatory management in agriculture and fisheries sectors in selected Asian countries in line with the provisions of the Department of Agriculture (DA) – Philippine Council for Agriculture and Fisheries (PCAF) to undertake a review of the regulatory policy environment towards the modernization of the agriculture and fisheries (A&F) sectors.

This document is an initial proposal of the Academy to define the scope of work and resource requirements regarding the service deliverables of the Academy.

II. Project Summary

The Academy proposes the implementation of a benchmarking study on enhancing regulatory management in the A&F sectors. Benchmarking is a way of discovering what is the best performance being achieved – whether in a particular company, by a competitor or by an entirely different industry. This information can then be used to identify gaps in an organization's processes in order to achieve a competitive advantage.¹ For this study, the benchmarking would look at the good/best performance being achieved with regard to the regulatory management in the A&F sectors. The country or countries covered for the benchmarking include South Korea and/or Malaysia².

The benchmarking study shall cover the regulatory practices in the A&F sectors of one (1) or two (2) identified country/ies, looking at the good/best practices worth emulating in the Philippine setting. This would enable the Philippines to compare and identify gaps in the current regulatory practices and bring about the improvement of regulatory outcomes in the A&F sector. The study takes off from the key recommendations of the Review of Laws and Regulations to Enhance Policy Environment towards Agriculture and Fisheries Modernization, a PCAF project commissioned to the Development Academy of the Philippines (DAP) from June 2016 to September 2017. One of the key recommendations was on International Obligations, where it point out that engaging multilaterally informs the country of regulatory practice and can improve regulatory outcomes. It states that the Philippines' engagement enhances the national leadership's role by building international partnerships and influencing the development of international standards and regulatory best practices at the international level.

¹ Taken from <https://www.isixsigma.com/methodology/benchmarking/understanding-purpose-and-use-benchmarking/>

² Due to limited time, benchmarking shall cover one (1) OR two (2) countries, depending on the availability of the two (2) identified countries: South Korea and Malaysia, vis-à-vis the schedule of the sending agencies and representatives of the Philippines

The recommendation further states that regulators should be aware of how international standards development may affect domestic markets. Moreover, the recommendation asserts that the regulatory processes should ensure critical compliance of regulatory proposals with the Philippines' international obligations.

It emphasized that the DA and its agencies should take advantage of opportunities for cooperation, either bilaterally or multilaterally by sharing knowledge, adopting or contributing to the development and updating of international standards and conformity assessment procedures, and developing and pursuing compatible approaches with regional and international counterparts.

The benchmarking study framework will look at the management process, the quality of regulatory services, and the support process of the regulatory management in the agriculture and fisheries (A&F) sectors in order to compare and recognize the disparity between the two (2) countries identified and that of the Philippines'. The learning and knowledge gained in this study will support and strengthen the development of regulatory management in the A&F sectors of the country for it to achieve a competitive advantage and lessen administrative and regulatory burden. The study will focus on identifying indicators and documenting good practices of the regulatory management in the A&F sectors in the country/countries identified for benchmarking. Ultimately, the study aims to identify ways and means to improve the regulatory management in the A&F sectors in the country.

The publication of the study will incorporate activities that will pursue mechanism for utilization of the results of the benchmarking study.

In accordance with the initial discussions with the PCAF representatives and the team's understanding of project requirements, the following are the major components of the study.

Deliverable 1: Initial Project Plan (0.5 month/2 weeks)

Key Activities:

1. Clarify the deliverables of the project including the study timeframe
2. Attend briefings and clarification meetings with PCAF and key stakeholders
3. Gather and review of preliminary secondary data
4. Meet with possible institutional partners (e.g. PCAF, Office of the Undersecretary and/or Assistant Secretary for Regulations) who will have a key role in the implementation of the study
5. Determine initial timelines, indicative project work flow and project structure which will be included in the project initial implementation plan
6. Conduct exploratory meeting with the DAP's pool of experts
7. Package and write the initial project plan

Requirements:

1. DAP pool of technical person(s) to package and write the proposal and project implementation plan
2. Venue of meetings and other logistics (e.g., transportation, meals, etc.), as necessary
3. Personnel to gather preliminary secondary data needed to revise the high-level project conceptual framework
4. Approval of the Initial Project Plan (Certificate of Project Deliverable Accepted)

Outputs:

1. Project scope and areas to be covered including list of possible partners, institutional partners with indicative roles and responsibilities
2. Project Implementation Plan which will contain the initial timeline, indicative project work flow and project structure

Assumptions: 0.5 month duration including report writing from date of Notice to Proceed

Deliverable 2: Inception Report (0.5 month/2 weeks)**Key Activities**

1. Mobilize, engage and secure commitment of the study team experts
2. Gather and review of secondary data
3. Conduct of Project Initial Briefing with PCAF and the DAP's Project Study Team
4. Conduct of focus group discussion among key stakeholders and end-users of the study as identified by PCAF
5. Package and write the inception report
6. Present to PCAF the Inception Report, as necessary
7. Meet with PCAF together with the Project Study Team, as necessary

Requirements:

1. Project Study Core Team composed of Project Director, Project Manager, Study Team Leader, local and international regulatory management experts, Project Technical and Support Staff
2. Personnel to gather preliminary secondary data
3. Project documents and other materials needed for writing the inception report
4. Logistical requirements for data gathering, workshops and meetings including local transportation for project study team
5. Approval of the Inception Report (Certificate of Project Deliverable Accepted)

Outputs:

1. Inception Report which contains the project study framework, project approach and methodology and project management and staffing
2. Project implementation plan, as appropriate

Assumptions: Consensus will be reached for the approval of the Inception Report

Deliverable 3: The Regulatory Environment of the Agriculture and Fisheries Sectors: Philippine Situationer (0.75 month/3 weeks)**Key Activities:**

1. Coordinate with the PCAF for pertinent secondary data regarding regulatory environment of the agriculture and fisheries (A&F) sector
2. Desk review and gathering of secondary data on policies and regulations of the agriculture and fisheries sectors
3. Secure endorsement from PCAF for the coordination and conduct of focus group discussions (FGDs), key informant interviews (KIIs), if needed,³ of DA's regulatory agencies (RAs) in the agriculture and fisheries sectors
4. Preparation of questionnaires for the FGDs and KIIs, as necessary
5. Preparation of the write-up for the Philippine situationer on the regulatory environment of the A&F sectors

³ The study can consider utilizing (getting inputs from) the results of the Review of Laws and Regulations to Enhance Policy Environment towards Agriculture and Fisheries Modernization for the write-up on the Philippines situationer of the regulatory environment of the A&F sectors.

Requirements:

1. Project Study Core Team composed of Project Director, Project Manager, Study Team Leader, local regulatory management experts, Project Technical and Support Staff
2. Personnel to gather preliminary secondary data
3. Project documents and other materials needed for writing the Philippine situationer
4. Logistical requirements for the conduct of data gathering activities, (FGDs, Klls – if needed) and meetings

Outputs:

1. A write-up on: The Regulatory Environment of the Agriculture and Fisheries Sectors: Philippine Situationer

Assumptions/Notes:

1. For the PCAF to secure the needed pertinent secondary data
2. For the PCAF to consider allowing the Project Study Team to utilize the results of the **Review of Laws and Regulations to Enhance Policy Environment towards Agriculture and Fisheries Modernization** for the write-up for Deliverable 3
3. Availability of officers and personnel of the RAs of DA for the FGDs and Klls, if needed
4. Consensus will be reached for the approval of the Deliverable 3 output

Deliverable 4: Capability Building (0.75 month/3 weeks)

Prior to the actual conduct of the benchmarking study, the DAP team will conduct a training on benchmarking and the regulatory management system (RMS). The training shall enable participants to recognize benchmarking as a useful management tool in enhancing regulatory management in agriculture and fisheries (A&F) sector and be able to prepare for the actual conduct of the benchmarking study. The objective for including this component is to introduce benchmarking of the regulatory management in the A&F sector as an intervention to strengthen management of regulations in the Philippines.

The second part of the capability building involves practical application of the benchmarking theories. Selected participants of the training are expected to join the DAP Study Team in the conduct of actual data gathering and benchmarking (international) of the regulatory management in A&F sector. For international benchmarking, South Korea and/or Malaysia are being considered as study site or sites for the practicum part of the training on benchmarking.

The participants will come from the PCAF and concerned DA Regulatory Agencies (RAs) as key process owners of benchmarking on regulatory management. A maximum of 20 participants is targeted for the training while for the benchmarking study visit(s) a maximum of 12 slots will be opened for the PCAF and concerned DA RAs, not all participants of the capability building will be part of the benchmarking study mission. Note that it is necessary that the delegates of the benchmarking mission have attended the benchmarking training.

Key Activities:

1. Coordinate and secure commitment of benchmarking expert
2. Coordinate and secure commitment of RMS expert
3. Preparation of customized course design on benchmarking for regulatory management in A&F sector
4. Conduct of a four-day benchmarking training
5. Conduct of a three-day RMS training
6. Conduct of a two-day post benchmarking study workshop

Requirements:

1. Technical expert on benchmarking, technical expert on RMS, course facilitators, and documenters are included in the project costing
2. Direct training costs (four-day benchmarking training) – venue, meals, accommodation (if necessary), will be covered by the PCAF
3. Direct training costs (three-day RMS training and two-day post benchmarking workshop) – venue, meals, accommodation (if necessary), will be covered by the project
4. Transportation of participants to and from the training venue will be shouldered by the corresponding sending agencies (e.g. PCAF and/or concerned DA RAs)
5. Approval of training design and conduct of training (Certificate of Project Deliverable Accepted)

Participants and DAP Project Team:

- Maximum of 20 participants composed of representatives from PCAF and DA RAs as key process owners of benchmarking on regulatory management
- DAP Study Team/Secretariat/Participant (maximum of 5): Resource Person for Benchmarking (1), Resource Person for RMS (1), Project Manager (1), Technical Staff (1-2)

Outputs:

1. Customized training design on benchmarking for regulatory management in agriculture and fisheries (A&F) sector
2. Maximum of 20 participants trained on benchmarking for regulatory management in A&F sector
3. Template for the conduct of benchmarking for regulatory management in A&F sector

Assumptions/Notes:

1. Actual pre-requisite for participation in the said benchmarking training is knowledge on regulatory management in A&F sector
2. Outputs of the training participants will be discussed during the training. The outputs of the participants will form part of the reports
3. With the endorsement from PCAF, the participants are encouraged to join at least one activity in the international benchmarking practicum site or sites in South Korea and/or Malaysia
4. Corresponding travel expenses (international) shall be shouldered by the corresponding sending agencies (e.g. Concerned DA RAs)
5. Maximum of nine days for one batch of training (4 days for benchmarking, 3 days for RMS, and 2 days for post benchmarking study workshop: sharing, action planning, policy recommendation formulation)
6. The PCAF to cover the direct training costs – venue, meals, accommodation (if necessary) for the four-day benchmarking training

Deliverable 5: Best Practice Benchmarking on the Regulatory Management System of South Korea and/or Malaysia (4 months/16 weeks)

Key Activities:

1. Identification of offices, agencies, or ministries that cover regulatory management in the A&F sectors in the identified countries
2. Review of secondary sources about the countries and regulatory management in the A&F sectors including cultural norms, peace and order situation, etc.
3. Identification of country coordinator and/or partner institution per country
4. Coordination of activity design/itinerary, identification of country respondents with concerned regulatory management in the A&F sectors and identified country coordinators and/or identified partner institutions
5. Coordination meeting and finalization of data gathering activities for the regulatory management in the A&F sectors
6. Review of the regulatory management in the A&F sectors in the identified country/countries

7. Benchmark-setting of the regulatory management in the A&F sectors
8. Conduct of benchmarking study in the selected country/countries for a total of five (5) days per country including travel time.
9. Data processing, consolidation, analysis and report writing of benchmarking report/reports (local benchmarking reports included in the analysis and final packaging of reports)
10. Presentation of the significant results of the benchmarking study to PCAF

Requirements/Notes:

1. Personnel to conduct field surveys and gather relevant information
2. Project documents and other reference materials from PCAF and possibly from the specific regulatory agencies (RAs) of the DA
3. International counterpart institutions/country coordinators who will coordinate the mission and interpreters and country expert(s) who will work with local expert(s)
4. Support from agricultural representatives of the Philippines to the countries covered by the study
5. Logistical requirements for data gathering, workshops and meetings including transportation for project study team during the duration of the study
6. The DA RAs to cover travel expenses of representatives who will join in the conduct of the benchmarking study as part of their practicum
7. In the event, that the schedule of the study visit is not favorable to get two (2) countries and only one (1) country is available or doable, a maximum of six (6) days will be allotted for the practicum in the identified country. In this case, there would be a total of eight (8) days travel time for the said responsive country.
8. Comments and approval of benchmarking reports (Certificate of Project Deliverable Accepted)

Outputs:

1. Data gathering tools, questionnaires, data gathering itinerary per country
2. Directory of respondent institutions and policy regulation makers including businesses covered by regulations
3. A total of 12 PCAF and DA RA's study team members gained knowledge on the benchmarking study on good regulatory management practices in the A&F sectors of the selected country/countries
4. One (1) or two (2) international benchmarking report/reports on good regulatory management practices in the A&F sectors of the selected country/countries

Assumptions:

1. Consensus will be reached for the approval of the benchmarking reports by appropriate PCAF officials
2. Funding for the travel expenses including accommodation and meals of the trained DA RA personnel that will accompany the DAP project team is available. The DAP Project Team will be composed of 3-4 team members, including the lead expert
3. The project to shoulder travel expenses of a maximum of 4 participants from the PCAF (airfare and per diem which includes local transportation)
4. Coordination and finalization of data gathering itinerary is very critical and takes about two (2) months per country. Actual data gathering is estimated to be completed in four (4) months

Deliverable 6: Consultation, Executive Briefing and Adoption of Policy Recommendation (0.75 month/3 weeks)

Aside from the inclusion of capability development program in the proposed Benchmarking Study is the conscious/purposive effort now to disseminate and validate the results of the study through consultation with key actors/stakeholders. An executive briefing will also be conducted to present the policy recommendation of the study experts and the proposed action steps of the DA study team members.

Key Activities:

1. Conduct of consultation workshops and executive briefing to present identified policy recommendations and action steps of the study delegates

Requirements:

1. Technical expert(s) on benchmarking, RMS, including the team leader and the project team
2. Formulated action steps of the study delegates from PCAF and DA RA representatives
3. Logistical requirements (including venue and meals) for the conduct of consultation workshops and executive briefing (e.g., sharing sessions with PCAF and concerned stakeholders)
4. Comments and approval on the presentation materials and programme for the consultation workshops and executive briefings (Certificate of Project Deliverable Accepted)

Outputs:

1. Stakeholders gained knowledge on results of the benchmarking study
2. Presentation materials for the consultation workshops and executive briefing
3. Policy recommendation on key findings of the benchmarking study presented to key actors for possible adoption and implementation

Assumptions:

1. The PCAF to cover the out-of-pocket costs for the venue and meals for the consultation workshops and executive briefings
2. Consensus will be reached for the approval of the presentation materials and programme for the consultation workshops and executive briefing
3. Concerned stakeholders identified are available to attend/participate in the said activities
4. While the intention of the DAP is to see that learning from the study will be actually adopted and implemented to effect real change, the duration of the project is quite limited, hence the PCAF as the owner of the study results is expected to pursue and ensure that identified policy recommendations shall be adopted and implemented by the concerned unit(s) of the DA

Out of Scope:

1. Actual mobilization and organization of project team to implement recommendations
2. Sourcing and mobilization of needed funds to support the implementation of identified recommendations

Deliverable 7: Publication of the Benchmarking Study (0.75 month/3 weeks)

DAP intends to pursue mechanism for utilization of significant results of benchmarking study through publication of the Benchmarking study results. The benchmarking report for both countries visited will be printed and published. Results of the study will be made available for the consumption of the agriculture and fisheries sectors in the Philippines.

Key Activities:

1. Printing and publication of the Benchmarking study results (200 printed copies)

Requirements:

1. Inputs from benchmarking and RMS experts and the project team

Outputs:

1. Regulatory Management Benchmarking Report (Consolidated)

Assumptions: Regulatory Management Benchmarking Reports are approved on time

Out of Scope:

1. Distribution of the published benchmarking study report(s)

A. Project Assumptions

1. The scope of the benchmarking study is on the regulatory management in the agriculture and fisheries (A&F) sectors in other Asian countries.
2. This Project Conceptual Framework including budgetary requirements may change once a more detailed scoping of the requirements of the study is done.
3. The PCAF will provide the necessary documents and previous studies (review of related literature on the regulatory management in the A&F sectors, regulatory road maps, etc.) made by PCAF and/or related organization within the DA bureaucracy to facilitate timely conduct of the study.
4. DAP Project Team will conduct the study in coordination with the assigned technical staff from PCAF, its regional counterpart, and representatives to the countries identified.
5. Institutions and agencies on regulatory management in the A&F sectors in the countries identified will cooperate in terms of needed data for the conduct of the benchmarking study. Strict confidentiality will be practiced by the study team in handling project related information.
6. There are no diplomatic and/or peace and order conflicts between the Philippines and the countries identified.
7. The budget allocated for the study will be released on time.

B. Logistical Requirements

1. Computers, laptops, working tables and chairs, transportation, accommodation and meals for the DAP project team. For data gathering, the maximum number of project team members working at one time onsite is six (6) and minimum of two (2)
2. Parking slot(s), Building Pass/Temporary ID's for the DAP Project Team, if necessary
3. Venue for meetings and focused group discussions (FGD)
4. Food/refreshments for attendees of project functions
5. Transportation and Daily Subsistence Allowance, as appropriate

C. Financial Considerations

For all deliverables to be accomplished under this project, the project will need to run for eight (8) months with budgetary/funding requirements estimated at **Ten Million Pesos (PHP10,000,000.00)**.

Table 1: Budgetary Requirements

Deliverables	Duration	Funding Requirements (PHP)
Deliverable 1: Initial Project Plan	0.5 month/2weeks	250,000.00
Deliverable 2: Inception Report	0.5 month/2weeks	500,000.00
Deliverable 3: The Regulatory Environment of the A&F Sectors: Philippine Situationer	0.75 month/3weeks	1,000,000.00
Deliverable 4: Capability Building	0.75 month/3weeks	900,000.00
Deliverable 5: Benchmarking Study	4 months/16weeks	6,000,000.00
Deliverable 6: Validation and Knowledge Sharing	0.75 month/3weeks	350,000.00
Deliverable 7: Publication	0.75 month/3weeks	1,000,000.00
TOTAL with VAT and appropriate taxes	8 months/32weeks	PHP10,000,000.00

The funding requirement is composed of personnel and consultants' fee, out-of-pocket cost (i.e. transportation and communication) and other expenses which cover the logistical requirements of the project review team and the insurance and taxes (VAT) normally paid for by the Academy. Note that direct expenses associated with travel of the delegates of the study mission from the DA RA's are not included in the abovementioned budgetary requirements. This amount shall be payable to the Development Academy of the Philippines in accordance to the schedule presented in Table 2.

Table 2: Schedule of Payment

ACTIVITIES/EXPECTED OUTPUTS	%	BUDGET (PHP) (Inclusive of Taxes)
Upon submission of Project Implementation Plan and Inception Report	45%	4,500,000.00
Upon submission of The Regulatory Environment of the A&F Sectors: Philippine Situationer	25%	2,500,000.00
Upon conduct of Capability Building	10%	1,000,000.00
Upon submission of Benchmarking Study Report	10%	1,000,000.00
Upon conduct of Validation and Knowledge Sharing and submission of Publication	10%	1,000,000.00
TOTAL	100%	PHP10,000,000.00

D. Project Approach and Corresponding Outputs, Institutional Partners, Project Management and Study Team

Project Study Approach.

The DAP will basically follow the benchmarking study framework looking at the management process, the quality of regulatory services, and the support process of the regulatory management in the agriculture and fisheries (A&F) sectors (see Figure 1).

The quality of regulatory services is based on the Regulatory Management Principles as identified and proposed by the DAP's Managing Government Regulation Program Office. The study will not only cover the indicators on the quality regulatory services, but also highlights important aspects of key management, support processes that affect the development and performance of the regulatory management in the A&F sectors.

Figure 1. Overall Benchmarking Study Framework



Project Duration and Outputs/Coverage.

0118061061

The project is estimated to be completed within 9.5 months and will cover at least two (2) to three (3) countries, including the Philippines. Note that the benchmarking may cover both the identified countries, South Korea and Malaysia, depending on the availability of the two (2) identified countries. Due to limited time, and in the event of conflict of schedules and unfavorable response of one of the identified countries, the benchmarking may cover only one (1) country, either South Korea or Malaysia. In this case, a more extensive benchmarking will be done for the chosen/favorable host/receiving country. It is expected to cover the review and benchmarking of the regulatory management in the agriculture and fisheries (A&F) sectors of the identified country/countries. This would be done in coordination with PCAF, DA RAs, the APO, the Government and RAs for the A&F sectors of South Korea and/or Malaysia.

In order to deliver all the outputs defined in this proposal, the required resources and manpower support should be met.

Local and International Institutional Partners.

To further manage the project deliverables in terms of quality, comprehensiveness and timeliness, the DAP will partner with local institutions as well as international institutions that will help in data gathering, field work and data/information analysis.

The DAP will capitalize on its networks (i.e., academic institutions, regulatory agencies, government bodies, etc.). The DAP, being the National Productivity Organization (NPO) of the country and a member-country of the Asian Productivity Organization (APO), will also utilize its network in Asia through the designated NPOs of the country or countries covered by the study. Partnership with the NPO of selected Asian countries will facilitate faster data gathering and will help ease-out communication barriers.

Project Management and Study Team.

The project will be lodged at the DAP's Productivity and Development Center and will be managed by a team composed of senior personnel, technical and administrative staff with experience in the Benchmarking, the RMS and the A&F sectors. The primary responsibilities of the Project Management Team is to ensure the timely delivery of project outputs in conformance with the technical and quality requirements of the PCAF and to coordinate project activities in an efficient and effective manner.

The Project Management Team will be composed of the following:

- Project Adviser
- Project Director
- Project Manager
- Deputy Project Manager/Senior Technical Staff
- Finance/Administrative Officer

The project study team will be composed of local and international experts in regulatory management in the agriculture and fisheries (A&F) sectors, local experts will coordinate with international experts to fast track data gathering and completion of the study. A project team leader will be on top of the study team to guide and weave all the reports into a coherent benchmarking study for the regulatory management in the A&F sectors. In addition, copy editor(s) will be hired as well to ensure quality written outputs.

Specifically, the Project Study Team will be composed of the following:

- Team Leader
- Experts on Regulatory Management in A&F Sectors (local and international)
- Benchmarking and Regulatory Management System Resource Persons
- Content Developer
- Copy Editor(s)
- Lay-out Artists

Furthermore, the DAP will designate a review committee that will look into the outputs of the project team before they are submitted to the PCAF. The review committee will be composed of the DAP's Fellows with extensive experience in the areas of productivity, industry development, agriculture and fisheries development, governance, and regulatory management.

The DAP will be represented by the DAP's Vice President, the Director in-charge of the project and/or the Project Team Leader. From the DAP's side, official communications pertaining to the project will emanate from the President of the DAP and/or the DAP's Vice President/Managing Director of the Productivity and Development Center. The Director in-charge of the project will serve as his alternate.