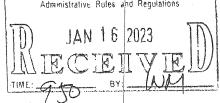


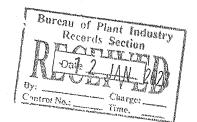
Republic of the Philippines OFFICE OF THE SECRETARY

Elliptical Road, Diliman 1100 Quezon City

U.P. LAW CENTER
OFFICE of the NATIONAL ADMINISTRATIVE REGISTER Administrative Rules and Regulations

MEMORANDUM CIRCULAR Series of 2022





IMPLEMENTING GUIDELINES IN THE PROVISION OF ASSISTANCE FOR THE ESTABLISHMENT AND/OR STRENGTHENING OF THE LOCAL ORGANIC SEED CENTERS AND SEEDBANKS

JHONALYN M. DA KECORDS DIV.

Pursuant to Republic Act No. 11511 under Section 16- Local Executive Concerns, Local Government Units (LGUs) shall coordinate with the Department of Agriculture -Bureau of Plant Industry (DA-BPI) for the establishment and/or strengthening of local organic seed centers in order to increase farmers' adoption to organic agriculture.

In addition, per DA-DAR-DOH-DILG-DOST-DTI-TESDA-NCIP Joint Memorandum Circular No. 1 Series of 2021, Implementing Rules and Regulations of the R.A. No. 11511 under Section 16. Local Executive Concern states that the LGU through their Local Technical Committee for Organic Agriculture (LTC OA) shall coordinate with the Bureau of Plant Industry of the DA (DA-BPI) and other concerned agencies for the establishment and/or strengthening of seed banks for indigenous varieties including national campaigns for the protection and preservation of indigenous and traditional crop varieties.

Section 13. a. of Republic Act No. 7308, otherwise known as the Seed Industry Act of 1992 states that a network of seed centers to be known as the National Seed Network shall be established at the Bureau of Plant Industry and major agricultural colleges and universities to produce sufficient quantity of breeder, foundation and registered seeds of all varieties developed by the government sectors.

Further, Section 13.c. of R.A. No. 7308 and Chapter V, Section 1 of the IRR states that the Bureau of Plant Industry shall have the direct responsibility for the production, distribution, regulation of breeder, foundation and registered seeds, and the implementation of the Seed Industry Development Program, including but not limited to the management of existing research stations and seed farms, seed testing laboratories and certification services under a self-reliant management schemes.

In view of the forgoing, these guidelines are hereby promulgated for the guidance of all partners and collaborators for the establishments and/or strengthening of the Local Organic Seed Centers and Seedbanks.

Section 1. DEFINITION OF TERMS

Collective institutions - an organizations or group of people formed from below by 1.1. the immediate stakeholders, whose aim is to work together to pursue personal and societal interests (i.e., Farmer's Cooperatives/Associations/NGO's/ Accredited Participatory Guarantee System (PGS) Certifying Bodies/SUC's etc.).

- 1.2. Local Organic Seed Center (LOSC) refers to a repository facility or farm governed and managed by LGUs, wherein crops are grown for seed production and multiplication with a purpose of ensuring the accessibility and availability of the organic seeds and planting materials. The facility must follow practices and management in accordance with applicable Philippine National Standard on Organic Agriculture and be third-party certified.
- 1.3. Local Organic Seedbanks (LOSB) refers to a repository facility or farm governed and managed by LGUs whose core function is to preserve seeds of the most adapted varieties in the community including indigenous and crop varieties/cultivar and ensures its sustainability. All practices and management in this facility shall be in accordance with applicable Philippine National Standard relevant to Organic Agriculture.
- 1.4. **Organic** refers to the particular farming and processing systems, described in the Philippine National Standard (PNS). The term "organic" is synonymous in other languages to "biological" or "ecological". It is also a labelling term that denotes products considered organic based on the Philippine Standards for organic agriculture. ¹
- 1.5. **Organic agriculture** includes all agricultural systems that promote the ecologically sound, socially acceptable, economically viable and technically feasible production of food and fibers. It also dramatically reduces external inputs by refraining from the use of chemical fertilizers, pesticides and pharmaceuticals. It also covers areas such as but not limited to, soil fertility management, varietal breeding and selection under chemical and pesticide-free conditions, the use of biotechnology and other cultural practices that are consistent with the principles and policies of the R.A. 10068 and enhance productivity without destroying the soil and harming farmers, consumers and environment as defined by the International Federation of Organic Agricultural Movement (IFOAM) Provided that the biotechnology herein to shall not include genetically modified organisms (GMOs).²
- 1.6. Organic seeds shall mean plant materials used for the production of food, forage, fibers, industrial crops, oil, flowers, grasses, herbs and aquatic plants, including but not limited to meristem, and clonal propagules such as tubers, corms, cuttings and micro-propagated plantlets produced from certified organic farms or seeds produced in accordance with applicable Philippine National Standard relevant to Organic Agriculture.
- 1.7. **Partners/collaborators** a group or entity who works jointly in the implementation of activities, projects and programs.
- 1.8. Partner LGUs Local Government Units who works jointly with the DA-BPI and RFOs in the implementation of the local organic seed centers (LOSC) or local organic seedbanks (LOSB).

 $^{^1}$ Lifted from the Republic Act No. 10068, also known as "Organic Agriculture Act of 2010" 2 Lifted from the Republic Act No. 10068, also known as "Organic Agriculture Act of 2010"

- 1.9. **Stakeholders** a groups or individuals who are vested interest and involved in the implementation of the projects and programs.
- 1.10. **Traditional/Indigenous Varieties & Cultivars** refers to food or non-food crops that have been selected and cultivated by local farmers over generations, usually well adapted to local environmental conditions and connected with local cultures and traditional customs.³

Section 2. OBJECTIVE

The objective of this memorandum circular is to provide production inputs and technical assistance to partner LGUs for the establishment and/or strengthening of the Local Organic Seed Centers (LOSC) and Local Organic Seedbanks (LOSB) to enhance adoption of organic agriculture.

Section 3. SCOPE

The assistance to be provided are as follows:

3.1. Technical assistance such as planning for the establishment of the local organic seed centers and seedbanks, and capability building of the proponent's personnel towards third party certification:

3.2. Starter seeds and other production inputs available under the National Organic

Agriculture Program and other DA programs;

3.3. Coordination and collaboration with collective institutions (Farmer's Cooperatives/Associations/NGO's/ Accredited PGS Certifying Bodies/SUC's etc.)

Section 4. REQUIREMENTS

- 4.1. All partner LGUs provided with strengthening of Local Organic Seed Center must commit to undergo organic certification for their seed production. However, for new Local Organic Seedbanks that would be established, an organic certification may not be required but the management practices in the facility should be in accordance with applicable Philippine National Standard relevant to Organic Agriculture in preparation towards organic certification.
- 4.2. The documentary needed are as follows:

4.2.1. LGU Request Letter addressed to DA-BPI Director

4.2.2. Resolution of the LTC-OA in the need for the establishment of LOSC/SB

³ Adopted the definition from the Department Circular No. 18 Series of 2020, entitled, "Guidelines on Crop Variety Registration"

4.2.3. Ordinance on the establishment, maintenance and operation of the LOSC/SB

4.2.4. Farm Lay-out of production area and location map

Section 5. APPLICATION AND PROVISION OF ASSISTANCE PROCEDURE

- 5.1. The partner LGUs signed by their chief executive or duly assigned officials shall submit a request letter addressed to the DA-BPI Director, along with the documentary requirements.
- 5.2. Upon receipt of the documents, the DA- BPI Team for LOSC/SB will assess the submission and coordinate with the partner LGUs through phone call, e-mail or reply letter for possible arrangements of site visit or field validation and other matters related to the request.
- 5.3. The DA-BPI together with the concerned DA-RFOs will visit, assess, evaluate and validate the proposed area. This is necessary to strategize the possible approaches and adjustments for implementation of the project. This is also an avenue for partner LGUs to decide whether they implement or adopt either local organic seed center (LOSC) or local organic seedbank (LOSB).
- 5.4. Upon approval by the BPI Director of the request, a tripartite Memorandum of Agreement (MOA) between the DA-BPI, DA-RFOs and partner LGUs will be signed.
- 5.5. The DA-BPI will coordinate with the partner LGUs for the schedule of assistance i.e. capacity buildings and provision of starter seeds. The assistance that will be provided to partner LGUs are the same whether it is for LOSC or LOSB as well as no matter what classes the partner LGUs belong.

Annex A. Step by step procedures on application in the provision of assistance for LOSC/SB.

Section 6. AGREEMENT WITH THE PARTNERS/COLLABORATORS

A sample of Memorandum of Agreement (MOA) between the DA-BPI and Partner LGUs will be signed containing among others the following responsibilities of all partied. (Annex B)

Section 7. ROLES OF THE KEY STAKEHOLDERS

7.1. DEPARTMENT OF AGRICULTURE – NATIONAL ORGANIC AGRICULTURE PROGRAM (DA-NOAP)

- 7.1.1. Allocate funds for the assistance in the establishment of LOSC/SB.
- 7.1.2. Review and endorse the budget proposal submitted by the DA-BPI to the NOAB for approval.

7.1.3. Monitor and evaluate the physical and financial accomplishments of the DA-BPI with regard to the assistance provided to the partner LGUs.

7.2. NATIONAL ORGANIC AGRICULTURE BOARD (NOAB)

- 7.2.1. Review and approve the funding requirements submitted by the DA-BPI for inclusion in the DA annual plan and budget as appropriate.
- 7.2.2. Issue NOAB resolution in support to the implementation of the LOSC/SB as necessary.

7.3. DEPARTMENT OF AGRICULTURE - BUREAU OF PLANT INDUSTRY (DA-BPI)

- 7.3.1. Prepare detailed annual plans and budget proposal in support of the provision of assistance in the establishment and/or strengthening of LOSC/SB including seed processing, storage, and inventory.
- 7.3.2. Develop and implement training modules and design relative to the establishment and/or strengthening of the LOSC/SB including organic seed production.
- 7.3.3. Collaborate with DA- ATI or other entities in the conduct of technical briefings, information caravan and capacity building for the establishment, management and operation of the LOSC/SB.
- 7.3.4. Conduct coordination activities with partners such as focus group discussions, technical evaluation and assessment, monitoring and feed backing, site validation and capacity building.
- 7.3.5. Accept and assess all documentary requirements and approved programs of the partner LGUs relative to the establishment of LOSC/SB.
- 7.3.6. Conduct field validation of the partner LGUs relative to the establishment of the LOSC/SB.
- 7.3.7. Provide technical assistance in the establishment of LOSC/SB.
- 7.3.8. Provide starter seeds with issuance of either Material Transfer Agreement (MTA) whenever appropriate.

7.4. DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICES (DA-RFOS) Organic Agriculture Program

7.4.1. Assist the DA-BPI and the respective partner LGUs in the coordination of the various activities pertaining to the development, establishment, implementation and operation of the LOSC/SB.

- 7.4.2. Assist in the identification of the priority crops that will be cultivated and conserved in the LOSC/SB based on the needs of the community.
- 7.4.3. Produce and utilize seeds for organic seed production.
- 7.4.4. Provide technical assistance in the provision of organic starter seeds with issuance of MTA whenever appropriate.

Section 8. COLLABORATING AGENCIES AND OTHER ENTITIES

- 8.1. The Other government agencies, state universities and colleges and private academes may share expertise and facilities in the conservation and management of other crops grown under organic farming.
- 8.2. The regulatory agencies will facilitate compliance of securing documents related to collection and transportation of seeds to be conserved.

Section 9. IMPLEMENTATION AND MAINTENANCE OF THE LOSC/SB

- 9.1. The management practices applied in the LOSC/SB shall be in accordance with applicable Philippine National (PNS-OA).
- 9.2. The established LOSC/SB are required to deposit seeds to DA-BPI/RFOs Organic Seed Centers for conservation.
- 9.3. The LOSC/SB shall serve as the repository of the collected seeds.
- 9.4. The LOSC/SB will serve as the techno demo farms of priority crops for organic seed production and seed storage.
- 9.5. The LOSC/SB shall retain at least 10% per variety as seed reserve of the seeds deposited in their seed storage.
- 9.6. The LOSC/SB shall issue the Requisition Issuance Slip (RIS), and certification/attestation that seeds are produced under organic management system upon seed withdrawal/distribution to the farmers.

Section 10. MONITORING AND EVALUATION

- 10.1. The DA-BPI together with DA-RFOs shall be in charge in the annual monitoring of the implementation and operation of established LOSC/SB.
- 10.2. The DA-BPI together with the DA-NOAP shall evaluate the implementation for further development and enhancement of the project and shall submit an annual accomplishment report to the NOAB.

Section 11. FUNDING SOURCE

- 11.1. Funding for the activities shall be charged primarily to the National Organic Agriculture Program.
- 11.2. Other DA Operating Units and government agencies may also provide financial and other support for greater impact.
- 11.3. Partner LGUs and other local and international funding agencies may likewise provide additional support in cash or in-kind to the project.

Section 12. SEPARABILITY CLAUSE

If any provision of this Circular be declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.

Section 13. REPEALING CLAUSE

All prior issuances, rules, regulations, or part thereof which are inconsistent with this Circular are hereby revoked, amended, or modified accordingly.

Section 14. AMENDMENTS

Any amendment to this Circular as deemed necessary shall be reviewed by the DA-BPI and/or the NOAB. Revisions shall take into consideration significant changes due to legal, market, or standards development.

Section 15. EFFECTIVITY CLAUSE

This Circular shall take effect after fifteen (15) days following the completion of its publication in the Official Gazette or a newspaper of general circulation and its filing with the National Administrative Register of the University of the Philippines Law Center.

Done this 29th day of Decamber, 2022.

DOMINGO F PANGANIBAN Senior Undersecretary



Annex A. Step by step procedures on application in the provision of assistance for LOSC/SB.

Who may avail:		All partner LGUs			
CHEC	KLIST OF REQUIREMENTS		TATUUT TO CONTRACT		
2. Resolution of LOSC/SB 3. Ordinance on operation of the company	Letter addressed to DA-BPI D the LTCOA Establishing the ne the Establishment, maintenar ne LOSC/SB ny-out of production area and	eed for a	Applicant Applicant Applicant	AN JELUNE	
APPLICANT STEP	AGENCY ACTION	FEES TO BE PAID	PROCESSING TIME	PERSON RESPONSIBLE	
1. Submit request letter, farm layout of production area and location map	record request letter	None	5 minutes	DO Staff	
and copy of ordinances regarding on the Creation of LTC-OA and copy of Resolution of the LTC-OA in the need for the	1.2 Endorse request letter to Crop Research and Production Support Division or respective BPI- Centers	None	1 day	DO Staff	
establishment of LOSC/SB to the Director's Office (DO)	1.3 Evaluate and assess the submitted documents	1	1 day	Technical Staff	
	1.4 Coordinate with the client for confirmation of the request and arrangement for the schedule of briefing	None	1- 2 days	Technical Staff	
2. Prepare for the conduct of field validation	2.1 Coordinate with DA-RFOs (if needed) for assistance in the	None	1-2 days	Technical Staff	

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nie i do podicio compresso adocumente			conduct of field validation			
		2.2.	Conduct of field validation	None	1-3 days	Technical
		2.3.	Prepare field validation report	None	1 day	Technical :
75	Prepare for technical briefing	3.2.	Prepare and conduct briefing and discussion for the Memorandum of Agreement (MOA)	None	1 day	Technical :
4.	Sign for the Memorandum of Agreement (MOA)	4.2.	Prepare and transmit the MOA to the signatories	None	5-10 working days (depending on the availability of signatories)	Technical S
5.	Approval of the MOA	5.2.	Receive the approved MOA	None	1-2 days	Technical S
6.	Participate in the training (TOT)	6.2.	Prepare documents for the conduct of training	None	5-10 working days	Technical S
		6.3.	Coordinate with the client for the schedule of training (TOT)	None	1-2 days	Technical S
	Confidence and the confidence an	6.4.	Actual training (TOT)	None	5 days	Technical S
7.	Receive the starter seeds and planting materials	7.2.	Prepare the Requisition Issuance Slip (RIS) and other documents	None	5 minutes	Technical Sta

			1			
	7.3.	Release st seeds and pla materials	arter nting	None	5-10 minutes	Technical Staff
8. Fill-up Customer Satisfaction Form (CSF)	8.2.	Issue and co	ollect	None	5 minutes	Technical Staff
		TOTAL			40 days & 25 minutes	

Annex B. Sample Memorandum of Agreement between DA-BPI and Partner LGUs

MEMORANDUM OF AGREEMENT

KNO	WALL	MEN BY THESE PRESENTS	
	This N	Memorandum of Agreement is m	ade and entered into by and between:
			USTRY, with principal address at
	692	San Andres St., Malate,	represented by its Director, nafter referred to as "BPI";
Гhе	Note that the table to an experience of the same		ugh LTC-OA with principal office at represented by its Chief Executive or duly
ıssig	ned offi	cial, hereinafter referred to as "I	-GU".

WITNESSETH

WHEREAS, the BPI is the principal government agency mandated to develop the agriculture sectors in the country through the provision of adequate and appropriate support services;

WHEREAS, the BPI has implemented a national programs aiming to improve farmers' productivity and income by providing quality seeds and vegetative planting materials of recommended varieties of different crops and thereby enhance food security in the country;

WHEREAS, the BPI has certified organic seed production centers strategically located in the country for vegetables, root crops and vegetative planting materials in pursuance of its economic developmental agenda;

WHEREAS, by virtue of the Republic Act 7308, otherwise known as the Seed Industry Development Act of 1992, was created to develop new and improved crop varieties to assist other agencies in the multiplication of quality seeds and vegetative planting materials of recommended crop varieties;

WHEREAS, pursuant to Republic Act No. 11511 under Section 16- Local Executive Concerns, local government units shall coordinate with the Department of Agriculture -Bureau of Plant Industry (DA-BPI) for the establishment and/or strengthening of local organic seed centers in order to increase farmers' adoption to organic agriculture;

WHEREAS, Rule 16.11 of R.A. No. 11511 Implementing Rules and Regulations under Section 16. Local Executive Concern states that the LGU through their LTC OA shall coordinate with the Bureau of Plant concerned agencies for the establishment and/or strengthening of seed banks for indigenous varieties including national campaigns for the protection and preservation of indigenous and traditional crop varieties.

NOW THEREFORE, for and in consideration of the above premises and their mutual covenant hereafter set forth, the BPI and LGU's agree to undertake support and capacity enhancement delivery program for LGU's establishment and/or strengthening of local organic seed centers in order to increase farmers' adoption to organic agriculture.

A. RESPONSIBILITIES OF PARTIES

The BPI shall:

- 7.3.9. Prepare detailed annual plans and budget proposal in support of the provision of assistance in the establishment and/or strengthening of LOSC/SB including seed processing, storage, and inventory.
- 7.3.10. Develop and implement training modules and design relative to the establishment and/or strengthening of the LOSC/SB including organic seed production.
- 7.3.11. Collaborate with DA- ATI or other entities in the conduct of technical briefings, information caravan and capacity building for the establishment, management and operation of the LOSC/SB.

- 7.3.12. Conduct coordination activities with partners such as focus group discussions, technical evaluation, monitoring and feed backing, site validation and capacity building.
- 7.3.13. Accept and assess all documentary requirements and approved programs of the partner LGUs relative to the establishment of LOSC/SB.
- 7.3.14. Conduct field validation of the partner LGUs relative to the establishment of the LOSC/SB.
- 7.3.15. Provide technical assistance in the establishment of LOSC/SB.
- 7.3.16. Provide starter seeds with issuance of either Material Transfer Agreement (MTA) whenever appropriate.

Partner LGU shall:

- 1. The LGU chief executive or duly assigned officials shall take the lead in the establishment of LOSC/SB in their areas.
- 2. Designate a Focal Person in the conduct of focus group discussion, consultation meetings, capacity building, monitoring, evaluation and feed backing on the establishment of LOSC/SB.
- 3. Designate LOSC/SB Coordinator who will be in-charge in the overall operations and transactions of the LOSC/SB.
- 4. Allocate funds and area for the establishment LOSC/SB.
- 5. Identify the priority commodities as well as further acquisition of more accessions to be produced in the LOSC/SB.
- 6. Identify the target group of collaborators/partners to be involved in the establishment of LOSC/SB.
- 7. Maintain records of all transactions and activities of the LOSC/SB to be submitted to BPI.
- 8. Monitor and record the crop planted and the production status of its partners/collaborators to be submitted to BPI.

- 9. Coordinate with the DA-RFOs and BPI regarding technical concerns that need to be addressed immediately.
- 10. Collaborate with DA-BPI and other agencies/entities in the conduct of research and development on participatory breeding and organic seed production.

B. IMPLEMENTATION AND MAINTENANCE OF THE LOSC/SB

- a. The management practices applied in the LOSC/SB shall be in accordance with applicable Philippine National relevant to Organic Agriculture (PNS-OA).
- b. The established LOSC/SB are required to deposit seeds to DA-BPI/RFOs Organic Seed Centers for conservation.
- c. The LOSC/SB shall serve as the repository of the collected seeds.
- d. The LOSC/SB will serve as the techno demo farms of priority crops for organic seed production and seed storage.
- e. The LOSC/SB shall retain at least 10% per variety as seed reserve of the seeds deposited in their seed storage.
- f. The LOSC/SB shall issue the Requisition Issuance Slip (RIS), and certification/attestation that seeds are produced under organic management system upon seed withdrawal/distribution to the farmers.

C. Release Scheme

The BPI shall provide starter organic seeds with issuance of either Material Transfer Agreement (MTA) whenever appropriate through the concerned LGU's.

D. Miscellaneous Provisions

a. Force Majeure/Fortuitous Events. In case of force majeure/fortuitous events or other conditions and circumstances beyond the control of the program, the provided assistance maybe replaced with a justification mutually agreed upon by both parties.

- b. Breach of Contract. In case of breach of contract or when conflict or disagreements arise in interpretation or implementation of the stipulation, terms and conditions of this agreement, the parties shall endeavor to settle the matter amicably.
- c. Modification Clause. Any provision in this Memorandum of Agreement may be modified, altered or supplemented in writing upon mutual agreement of both parties.
- d. *Termination*. This agreement maybe terminated by both parties upon mutual agreement or by either party if the other party violates any provisions of this agreement.

E. Effectivity

The effectivity period of this agreement are good for a year and will renew through signing of Terms and Reference (TOR) for continuation of the project for succeeding years.

this day of 202	TIES hereby sign and affix their signatures,
Director Governor	Municipal Mayor/ Provincial
BUREAU OF PLANT INDUSTRY UNIT	LOCAL GOVERNMENT
ACKNOWL	EDGEMENT
Republic of the Philippines)	
Quezon City) s.s.	
BEFORE ME, a Notary Public, for appeared, Dir CTC No issued on, with ID No known to me to be the same persons consisting of four (5) pages including this p is their own free and voluntary act and deer represent.	issued on at, both who executed the foregoing instrument
IN WITNESS WHEREOF, I have heret, 2022, in,	o set my hand and seal on thisday of Philippines.
	Notary Public
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