



# COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines  
http://www.cda.gov.ph helpdesk@cda.gov.ph CDA Philippines

OFFICE OF THE NATIONAL ADMINISTRATIVE REGISTER  
Administrative Rules and Regulations



**R** JUL 30 2024 **D**  
**REGISTERED** Nº 24-0806  
ONAA Registration TIME: BY: *[Signature]*

**MEMORANDUM CIRCULAR NO. 2024- 18**  
**Series of 2024**

**SUBJECT : AMENDMENT TO SECTIONS 3, 5, 6, AND 7 OF MEMORANDUM CIRCULAR NO. 2024-13 RE: GUIDELINES ON THE GRANT OF AGRI-MACHINERY TO MICRO AND SMALL AGRICULTURAL COOPERATIVES**

To facilitate further the overall success of the mechanization program for micro and small agricultural cooperatives, Sections 3, 5, 6, and 7 of Memorandum Circular No. 2024-13 are hereby amended to read as follows:

FROM	TO / ACTION
<p><b>Section 3 - Qualified Beneficiaries</b></p> <p>X X X</p> <p><b>Item 4</b></p> <p>Rice and/or corn production is provided in the Articles of Cooperation of the Cooperative with a Certificate of Accreditation issued by the CDA; Not in default or delay in liquidating public funds and properties received from CDA and other government agencies.</p>	<p>Removed item as its documentary requirements are already reflected in Section 5(5) of the Amended Guidelines.</p>
<p><b>Item 6</b></p> <p>When there are more than 10 qualified applicants for the agri machinery, a first-come-first-serve basis shall be applied. Therefore, the first 10 applicants to comply with and satisfy the minimum requirements shall be the beneficiaries of the agri machinery. Suppose a cooperative that is included in the tentative list of cooperative beneficiaries is disqualified. In that case, it is in the discretion of the Regional Director to replace said cooperative that satisfies the minimum qualifications stated herein.</p>	<p>When there are more than 10 qualified applicants for the agri machinery, a first-come-first-serve basis shall be applied. Therefore, the first 10 applicants to comply with and satisfy the minimum requirements shall be the beneficiaries of the agri machinery. Suppose a cooperative in the tentative list of cooperative beneficiaries is disqualified, it is the discretion of the Regional Director to replace said cooperative with <b>another agricultural cooperative that is not in the tentative list but</b> satisfies the qualifications stated herein.</p>

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<p><b>Section 5. Documentary Requirements for the Release of Grant</b></p> <p>xxx Insertion as Item 5</p>	<p><b>Additional requirement</b></p> <p><b>Articles and Bylaws of the Cooperative that show its classification of the business engagement of the cooperative. In the event that the classification is not reflected therein, a certification signed by the cooperative secretary under a board resolution that the cooperative or at least 30% of its members are engaged in rice/corn activities such as production, processing, trading, and marketing</b></p>
<p><b>Section 6. Procedures for the release of agri-machinery</b></p> <p>xxx</p> <p><b>Item 2</b></p> <p>If found eligible to be a recipient, the CDA REO shall submit the list/names of cooperatives to the CDA Board through the Administrator and the Agriculture Cluster Head, for Board's consideration and approval. The approval shall be supported with a Board Resolution;</p>	<p>If found eligible to be a recipient, the CDA REO shall submit the list/names of cooperatives to the CDA Board through the Administrator and the Agriculture Cluster Head, for the Board's <b>information and reference.</b></p>
<p><b>Item 3</b></p> <p>Upon receipt of the Board Resolution, the CDA REO shall require the cooperative to submit the documents. Once completed, the CDA REO shall prepare a Memorandum of Agreement (MOA) and Deed of Donation and Acceptance (DDA) between the CDA and the cooperative;</p>	<p><b>Thereafter</b>, the CDA REO shall require the cooperative to submit the documents. Once completed, the CDA REO shall prepare a Memorandum of Agreement (MOA) and Deed of Donation and Acceptance (DDA) between the CDA and the cooperative;</p>

**Section 7. Recording of the Release of the Agri-Machinery**

x x x

PPE	xx	
CASH NT MDS		xx
To record the acquisition of agri-machinery		

Subsidies-others	xx	
PPE		xx
To record the release of agri-machinery to the cooperative beneficiary		


This Circular will take effect immediately following the completion of its publication in the Official Gazette or newspaper of general circulation.

Approved per BOD Resolution No. 427 dated June 4, 2024.

Issued this 8th day of July, 2024.

**FOR THE BOARD OF DIRECTORS,**

**USEC JOSEPH B. ENCABO**  
Chairman





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## CDA REGIONAL OFFICE

### FINANCIAL AND TECHNICAL EVALUATION OF COOPERATIVE

Requirements	Yes	No	Remarks
1. Copy of the Certificate of Registration issued by CDA to the applicant cooperative			
2. Copy of Valid Certificate of Compliance			
3. Audited Financial Statements for the past three (3) years preceding the date of project implementation. For cooperatives which have been in operation for less than three (3) years, financial report/s for the years it has been in operation.			
4. Cooperative Profile namely: a. Organizational Chart or Governance Structure; and b. List of officers and members with their complete names, date of birth (if known and registered), complete address, and contact numbers, if available			
5. If the recipient of financial assistance is from another department or agency, the applicant shall show proof coming from other government agencies that such cooperative has liquidated, in accordance with government accounting and auditing rules and regulations, all funds transfer due for liquidation. If the cooperative Applicant has received public funds prior to its application, a certificate of good standing from the government agency or agencies from which it has received such public funds, specifically stating that the cooperative has liquidated, in accordance with COA regulations, all fund transfers due for liquidation			
6. A sworn affidavit of the Secretary of the cooperative that none of its cooperators, organizers, directors, or officials is an agent of or related by consanguinity or affinity up to the fourth civil degree to the officials of the Authority authorized to process and/or approve the accreditation, the MOA and the release of funds. Relationships of this nature shall automatically disqualify the cooperative applicant from being accredited.			
7. The cooperative has undergone social preparation from the CDA (For every program or project to be implemented by the CDA, a social preparation shall be conducted. Needs Assessment and Evaluation of the proposed programs and projects should be made in consultation with the cooperative beneficiary)			
8. Certificate of Accreditation from CDA			
9. Other pertinent documents as may be deemed necessary and applicable to the cooperative-applicant			

Evaluated by:

Reviewed by:

Approved by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ Philippines by and between:

The **COOPERATIVE DEVELOPMENT AUTHORITY** \_\_\_\_\_ EXTENSION OFFICE, a government agency created by virtue of Republic Act No. 11364 with principal office address at \_\_\_\_\_ herein represented by its Regional Director, \_\_\_\_\_ herein referred to as the **CDA**,

and

The \_\_\_\_\_, a duly organized cooperative and existing by virtue of Republic Act No. 9520 with office address at \_\_\_\_\_ represented by its incumbent Chairman \_\_\_\_\_, hereinafter referred to as the **Cooperative**.

The **CDA** and **Cooperative** may hereinafter be referred to individually as "**Party**" or collectively as "**Parties**".

### WITNESSETH

**WHEREAS**, the **CDA** is mandated by the Constitution to promote the viability and growth of the cooperatives as instruments of equity, social justice, and economic development.

**WHEREAS**, the **CDA Board of Directors** hereby authorizes the Regional Director of the Extension Office to represent the CDA in this agreement by virtue of a Board Resolution No. \_\_\_\_\_;

**WHEREAS**, the **Board of Directors** of the **Cooperative** hereby authorized its (Position) \_\_\_\_\_, (Name) \_\_\_\_\_, to represent the cooperative in this agreement by virtue of the Board Resolution No. \_\_\_\_\_;

**WHEREAS**, the **Cooperative** which belongs to the micro category of cooperatives is a registered cooperative and is indeed in need of a portable 2-in-1 Corn Mill combined Rice Mill with 10 KVA Generator Set being a producer and/or into enterprises on rice and/or corn.

**WHEREAS**, the **Articles and Bylaws** of the **Cooperative** indicates its classification of the business engagement of the cooperative. In the event that the classification is not reflected therein, a certification signed by the cooperative secretary under a board resolution that the cooperative or **at least 30%** of its members are engaged in rice/corn activities such as production, processing, trading, and marketing;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **parties** do hereby agree and bind themselves to the following terms and conditions:

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## 1. RESPONSIBILITIES OF THE PARTIES

1.1 The **CDA** shall have the following responsibilities:

- 1.1.1 Release and distribute agri-machinery to qualified micro agricultural cooperatives approved by the CDA Board;
- 1.1.2 Record the issuance of the agri-machinery appropriately in the books of **CDA**;
- 1.1.3 **Facilitate the conduct of the turn-over ceremony of the agri machinery at the same time orientation and demonstration on the operation and maintenance of the agri-machinery that will be conducted by the supplier to the machine operators and officers of the cooperative beneficiaries;**
- 1.1.4 **Create a Technical Working Group for this purpose both in the regional level and from the Head Office;**
- 1.1.4 Evaluate, monitor, and assess the utilization of the agri-machinery issued to the qualified cooperative beneficiaries through the concerned CDA Regional Extension Office **annually or as the need arise and shall provide the Monitoring and Evaluation Report form to the Cooperative.**

1.2 The **Cooperative** shall have the following responsibilities:

- 1.2.1 Receive and use the agri-machinery issued to them for the improvement of their business operation and other related cooperative activities;
- 1.2.2 Ensure the maintenance of the agri-machinery to keep it in good condition following the supplier's tips as discussed during the conducted orientation and product demonstration on the operation and maintenance of the machine;
- 1.2.3 **Send at least one (1) person in charge of the operation of the agri-machinery together with the cooperative officers available to attend the turn-over ceremony of the machine at the same time orientation and demonstration on the operation and maintenance of the agri-machinery;**
- 1.2.4 Record the receipt of the agri-machinery issued by the CDA in the inventory of the **Cooperative**;
- 1.2.5 The obligations of the **Cooperative** shall survive even after the termination of this Agreement.

- 1.2.6 That, for purposes of monitoring the implementation of the program relative to the donation, the Cooperative shall **submit the annual monitoring and evaluation report** to CDA **every end of the calendar year**;
- 1.2.7 That the Cooperative shall not dispose of the agri-machinery for a period of 5 years;
- 1.2.8 That if the CDA found that the Cooperative committed **misrepresentation or fraud** in the documents it submitted for the grant, it shall be held liable in accordance with the existing laws and shall return the agri-machinery to CDA and if the same is not possible it shall pay the equivalent amount thereof;
- 1.2.9 That the agri-machinery shall be reflected in the journal of the cooperative and in its succeeding **Financial Statements**;
- 1.2.10 That the Cooperative shall have an **Internal Policy or Operation Policy** as to the operation of the machinery indicating the following areas: **Name of Operator, Time used, Fees charged to members, Fees charged to non-member (if any), proceeds of rental fees, Operational cost, and Maintenance Cost**;
- 1.2.11 That it is the responsibility of the Cooperative to pick up the machinery from the **Regional Office** or the site where the CDA Regional Office store the machinery to the cooperative warehouse or the latter's area of storage of the machinery;
- 1.2.12 Revocation shall be enforced in case of violation on the part of the cooperative as to the utilization of the machinery which may arise during the monitoring and have the machinery transferred to another qualified cooperative.

## 2. FORCE MAJEURE

- 2.1. Either **Party** shall not be liable for its failure to comply with the obligations under this Agreement due to a fortuitous event, provided that the **Party** invoking the fortuitous event is not negligent or in delay

## 3. SETTLEMENT OF DISPUTES

- 3.1. The **Parties** make every effort to resolve amicably by negotiations any disagreement or dispute arising between them under this Agreement. Any disputes arising from the implementation of this Agreement shall be submitted to arbitration, in accordance with Republic Act No. 876 (Arbitration Law) and Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004). The **Parties** may agree in writing to resort to alternative modes of dispute resolution by mutual agreement.

**4. AMENDMENT/MODIFICATION OF MOA**

4.1. The **Parties** hereto may, upon mutual consent, amend or modify this Agreement, in writing at any time through addendum duly signed and executed by both **parties**.

**5. EFFECTIVITY AND TERMINATION**

5.1. This Agreement shall take effect upon signing hereof by the **Parties** and shall remain valid and binding **during the implementation of the program** unless earlier terminated by either of the **Party**. Either **Party** may terminate this Agreement, by serving a written notice of termination to the other **Party**, at least thirty (30) days prior to the effective date of termination.

IN WITNESS WHEREOF, the **Parties** have hereunto signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_, Philippines.

COOPERATIVE DEVELOPMENT  
AUTHORITY

COOPERATIVE BENEFICIARY

By: \_\_\_\_\_  
Regional Director

By: \_\_\_\_\_  
Authorized Signatory

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS





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## COOPERATIVE DEVELOPMENT AUTHORITY REGION \_\_\_\_\_ EXTENSION OFFICE

### ACKNOWLEDGEMENT RECEIPT

QUANTITY	UNIT	DESCRIPTION	DATE ACQUIRED	AMOUNT
RECEIVED BY		ISSUED BY		
SIGNATURE OVER PRINTED NAME		SIGNATURE OVER PRINTED NAME		
_____ Position or Designation/Office		_____ Position or Designation/Office		
_____ Date		_____ Date		

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## DEED OF DONATION AND ACCEPTANCE

This Deed of Donation and Acceptance is executed by:

The **COOPERATIVE DEVELOPMENT AUTHORITY** \_\_\_\_\_  
EXTENSION OFFICE, a government agency created by virtue of Republic Act No.  
11364 with principal office address at \_\_\_\_\_  
herein  
represented by its Regional Director, \_\_\_\_\_ herein referred  
to as the **DONOR**,

-in favor of-

The \_\_\_\_\_, a duly organized  
cooperative and existing by virtue of Republic Act No. 9520 with office address at  
\_\_\_\_\_ represented by its incumbent Chairman  
\_\_\_\_\_ by virtue of a board resolution, hereinafter referred to as  
the **DONEE**.

The **CDA** and **Cooperative** may hereinafter be referred to individually as "**Party**" or  
collectively as "**Parties**".

### WITNESSETH

That the **DONOR**, being the agency in charge of the development, registration and  
regulation of cooperatives under Republic (RA) Act No. 11364 is mandated to promote the  
viability and growth of cooperatives as instruments of equity, social justice and sustainable  
economic development;

That the **DONEE** is a CDA registered Micro/Small cooperative engaged in agriculture  
and is in need of agri machinery \_\_\_\_\_ (name/type of equipment to be donated)  
being a producer and/or into enterprises on \_\_\_\_\_ (kind of agri products) \_\_\_\_\_;

That it is provided in certification issued by the the **Articles and Bylaws of the DONEE**  
**indicates its classification of the business engagement of the cooperative. In the event**  
**that the classification is not reflected therein, a certification signed by the cooperative**  
**secretary under a board resolution that the cooperative or at least 30% of its members**  
**are engaged in rice/corn activities such as production, processing, trading, and**  
**marketing;**

That the **DONEE** shall comply with the obligations set forth in the Memorandum of  
Agreement signed last \_\_\_\_\_ by the **DONOR** and the **DONEE**;

**That revocation shall be enforced in case of violation on the part of the DONEE**  
**on the utilization of the machinery which may arise during the monitoring and have the**  
**machinery transferred to another qualified cooperative;**

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**That the DONEE is prohibited from selling the agri-machinery awarded to them with a corresponding penalty charged to the DONEE;**

**THAT FOR AND IN CONSIDERATION** of the foregoing, the **DONOR** voluntarily and freely gives, transfers, and conveys by way of donation to the **DONEE** for the above-stated purpose the \_\_\_\_\_ (name/type of equipment to be donated) \_\_\_\_\_ and the **DONEE** will be responsible for the proper handling of the agri-machinery;

**IN WITNESS WHEREOF**, the Parties have hereunto signed this Deed of Donation this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_, Philippines.

**COOPERATIVE DEVELOPMENT AUTHORITY      COOPERATIVE BENEFICIARY**

By: \_\_\_\_\_  
Regional Director

By: \_\_\_\_\_  
Authorized Signatory

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**ACCEPTANCE:**

The **DONEE** hereby **ACCEPTS** and receives the donation made in its favor by the **DONOR** representing \_\_\_\_\_ and expresses its appreciation and gratitude for the liberality and generosity of the **DONOR**.

**IN WITNESS WHEREOF**, the **DONOR** and **DONEE** enter into and sign this Deed of Donation and Acceptance this \_\_\_day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

**COOPERATIVE DEVELOPMENT  
AUTHORITY**

**COOPERATIVE BENEFICIARY**

By: \_\_\_\_\_  
Regional Director

By: \_\_\_\_\_  
Authorized Signatory

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines,  
personally appeared the following who exhibited to me their proof of identities indicated below:

Name	ID/Passport No.	Date and Place Issued
Name of Donor	_____	_____
Name of Donee	_____	_____

known to me to be the same person who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent. This instrument refers to abDeed of Donation and Acceptance consisting of \_\_\_\_ pages, including this page whereon this Acknowledgement is printed and signed by the parties and their instrumental witnesses.

**WITNESS MY HAND AND NOTARIAL SEAL**, on the date and place first mentioned.

Notary Public

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