



Department of Social Welfare and Development

MEMORANDUM CIRCULAR

NO: 19

Series of 2019

UNIFIED GUIDELINES ON THE CLARIFICATORY IMPLEMENTING DOCUMENT (CID) FOR THE 2000 PEACE AGREEMENT WITH THE RPM-P/RPA/ABB/TPG FOR THE PROVISION OF DSWD PROGRAMS AND SERVICES

I. RATIONALE

Ensuring just and lasting peace is one of the crucial foundations of the Philippine Development Plan (PDP) 2017-2022 in the achievement of inclusive growth and a globally-competitive economy. Towards this end, the government has pursued negotiations and implemented peace agreements with internal armed conflict groups. This includes the Peace Agreement between the Government of the Philippines (GPH) and the Rebolusyunaryong Partido Ng Manggagawa-Pilipinas/Revolutionary Proletarian Army/ Alex Boncayao Brigade (RPM-P/RPA/ABB) Peace Agreement, which was signed on 6 December 2000.

In 2002, the first Clarificatory Document was signed with the intent of actualizing the Closure Agreement that will formally complete the peace negotiations between the GPH and the RPM-P/RPA/ABB. However, with the latter splitting into two factions--the Tabara-Paduan Group (TPG) and the Nilo Dela Cruz Group (NDCG)--the GPH engaged the two groups separately in 2007. The TPG entered into a transition phase through a Memorandum of Agreement (MOA) signed on 3 November 2010 that would lead to the signing of a final peace agreement with the GPH. On 25 July 2019, the TPG and the GPH signed the Clarificatory Implementing Document (CID) which spells out the multilateral, inter-agency implementation of the 3-year Normalization Plan with the end goal of mainstreaming the TPG into productive members of society, as well as, transforming identified conflict-affected and -vulnerable areas as peaceful, progressive and resilient communities.

As part of the implementation of the CID, the Department of Social Welfare and Development (DSWD) shall provide socio-economic and institutional transformation support interventions for the TPG, now formally registered under the name "Kapatiran", which shall enable its members to be formally mainstreamed in their respective communities.

II. LEGAL BASIS

The President's policy to honor all signed peace agreements affirms GPH's commitment to realize the peace and development goals and objectives embedded in AmBisyon Natin 2040, the PDP 2017-2022, the various sectoral action plans which are also in line with, and contributory to, the various international legal instruments our government has committed itself to, namely, United Nations Resolution 70/1 adopted in 2015 covering

the 2030 Agenda for sustainable development, the United Nations Convention on the Rights of Children, among others.

Specifically, these guidelines bank on the following legal foundations:

1. **The 1987 Constitution of the Republic of the Philippines** declares as a State Policy under Article II, Section 9 that, “The State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all.”
2. **Executive Order 16 s. 2017, Directing all Government Departments and Agencies, Including Government-Owned and Controlled Corporations and Local Government Units to Adopt the National Security Policy 2017-2022 in the Formulation and Implementation of their National Security Related Plans and Programs** calls for the end of all armed threats in the Philippines and recognizes that internal socio-political stability rests upon healing the rifts that divide the nation by promoting participatory governance, synergy of government development efforts and enhancing the participation and responsibilities of Local Government Units.
3. **Philippine Development Plan 2017 – 2022 and the Sectoral Action Plans such as: (i) National Action Plan for Women, Peace and Security 2017-2022; (ii) National Action Plan for Youth, Peace and Security 2017-2022; (iii) National Action Plan for Children 2017-2022)** highlights its objective to attain inclusive and sustainable peace through intensified development and other peace-building initiatives targeting sector-specific concerns to minimize multi-level conflict vulnerability while ensuring that a whole-of nation approach, mechanisms and processes lead to building resiliency from individual to family/community to national level.
4. **GPH-RPM-P/RPA/ABB 2000 Peace Agreement and its 2019 Clarificatory Implementing Document** dictates the commitments between the GOP and the RPM-P/RPA/ABB-TPG; lay out the details of the mutual obligations to be carried out to ensure the eventual signing of the Closure Agreement to GPH-RPM-P/RPA/ABB 2000 Peace Agreement.

III. OBJECTIVES

A. General Objective:

To provide clear guidance to different OBSUs in the Central Office and the Field Offices in the implementation of the socio-economic and institutional transformation support interventions to the RPM-P/RPA/ABB-TPG towards the completion of the national commitments under the GPH-RPM-P/RPA/ABB 2000 Peace Agreement and

its 2019 Clarificatory Implementing Document and eventual signing of the GPH- RPM-P/RPA/ABB-TPG Closure Agreement.

B. Specific Objectives:

1. To define the roles and tasks of responsible offices, bureaus, services and/or units in Central Office and Field Offices for efficient and effective implementation of the socio-economic and institutional transformation support interventions with, and for, the RPM-P/RPA/ABB-TPG in their respective and/or identified areas of settlement or preferred areas of residence;
2. To set up points of convergence to enable synergy of multi-sectoral and - stakeholder efforts within the Department in the delivery of mandatory minimum packages of support interventions for the individual profiled member and their families; and
3. To provide well-defined procedures, requirements and eligibilities for a seamless process of access of services by the TPG and their respective families and communities.

IV. COVERAGE

A. Area

This Guidelines shall cover the nationwide implementation of the socio-economic and institutional transformation support interventions to the RPM-P/RPA/ABB-TPG, their families and communities.

B. Beneficiaries

Interventions in this Guidelines shall cover 727 profiled members of the Kapatiran, their families and communities.

Also, technical assistance and monitoring support for sustainability will be to the 100 communities/barangays identified in the CID will also be provided with Community Peace Dividends (CPD) support, mainly in the Negros-Panay areas (Regions VI and VII), Manila and Cavite (Regions NCR and IV-A) and Bukidnon (Region X), within the 3-year Normalization Plan 2019-2021 or beyond, subject to the bilateral agreement between GPH and the RPM-P/RPA/ABB-TPG.

V. OPERATIONAL DEFINITION OF TERMS

For the purpose of this Memorandum Circular, the following terms are defined as follows:

1. **Accredited Association/Sub-group** – organized members of the Kapatiran, with minimum membership of 20 individual profiled Kapatiran members, which had undergone DSWD Social Preparation under the Sustainable Livelihood Program (SLP) and the DSWD accreditation process, by which upon compliance, Certificate of Accreditation shall be issued as proof that will allow them to receive the Livelihood Settlement Grants (LSG) component covered by the Social and Economic Reintegration Program.
2. **Clarificatory Implementing Document (CID)** – the signed agreement between the Government of the Philippines and the Kapatiran which is geared towards the identification and implementation of commitments from the 2000 Peace Agreement.
3. **City/Municipal Link (C/ML)** – DSWD Pantawid staff who shall guide the Kapatiran members and their families who will be enrolled in the Pantawid Pamilyang Pilipino Program. The C/ML shall ensure that the Kapatiran members are compliant to the conditionalities set by the program. Once a month, the C/ML shall also conduct the Family Development Sessions.
4. **Joint Enforcement and Monitoring Committee (JEMC)** – oversight body tasked to ensure the convergence of efforts in the Social and Economic Reintegration Program.
5. **Kapatiran** – current formally registered name of the group formerly known as the Tabara-Paduan Group (TPG).
6. **Kapatiran Case Worker** – a licensed, registered social worker hired under this program primarily in charge of case management of the Kapatiran and their families to achieve mutually agreed-upon goals during the transition period towards the eventual reintegration to mainstream society.
7. **Kapatiran Community Organizer** – a family member of a Kapatiran member, or a profiled Kapatiran member himself/herself, endorsed by the Kapatiran as an organization to assist the Kapatiran Case Worker, the Sustainable Livelihood Program (SLP) Project Development Officer (PDO), as well as, the Pantawid C/M Link all throughout the program implementation.
8. **Social and Economic Reintegration Program (PAMANA Closure Program)** – refers to the socio-economic programs and institutional transformation support interventions provided for members of the Kapatiran who have abandoned the armed struggle and have opted to return to the community as law-abiding and productive citizens.
9. **Kapatiran Regional Focal Person** – a licensed and registered social worker primarily in charge of the overall coordinative management of the PAMANA Closure Program and working with the various case management teams.

10. **Pantawid Pamilyang Pilipino Program** – a national poverty reduction strategy and a human capital investment program of the national government that provides conditional cash grants to the poor and vulnerable sectors of the society.
11. **Profiled Members** – individuals included in the 727 identified members of the Kapatiran as endorsed by OPAPP to DSWD.
12. **Project Development Officer (PDO)** – DSWD SLP staff who shall guide the Kapatiran in the conduct of the social preparation, project proposal making, implementation and monitoring of their livelihood projects.

VI. POLICY GUIDELINES

1. The DSWD, in close coordination with the Office of the Presidential Adviser on the Peace Process (OPAPP), shall ensure the implementation of the commitments in the CID.
2. The socio-economic programs of DSWD serve as one of the foundations of the normalization process of the profiled 727 Kapatiran members from armed individuals into normal citizens of their respective communities which will eventually contribute to the attainment of peace and development.
3. The socio-economic and institutional transformation support interventions provided under the Social and Economic Reintegration Program will fall under two main tracks or categories based on identified target partner-beneficiary: Individual Profiled Member of the TPG and their Family Members; Group and/or Community. The two tracks shall be further detailed under the Implementation Mechanisms of this Memorandum Circular.
4. The comprehensive implementation of the socio-economic and institutional transformation support interventions as committed by the Department shall observe the following general guiding principles: a) mutual interest of the GPH and TPG to pursue peace; b) building on past agreements; c) transparency and accountability; d) public consultation and advocacy; e) nationally-led and locally- and community-driven; and, f) gender equality and protection of children.
5. To realize the above-indicated guiding principles, the following should be properly observed and/or carried out:
 - 5.1. Adoption of Data Privacy policy to ensure appropriate data protection at various levels, from program database to the actual process of project delivery to ensure that personal information will be handled utmost with confidentiality; signing of Non-Disclosure and Confidentiality Agreement (Annex A) by all concerned and involved officials and personnel.
 - 5.2. Program Implementation in close coordination with other national government agencies and the local government units, especially the Local Social Welfare and Development Officer (LSWDO) as eventual lead in the

delivery of social welfare and development interventions to the target beneficiaries.

- 5.3. In the delivery of programs, it is imperative to support the Department's efforts on gender mainstreaming. Hence, disaggregation of data by sex, age, type of disabilities, ethnicity, if solo parent as applicable as well as gender responsiveness of programs is deemed necessary.
 - 5.4. DSWD considers children in situations of armed conflict as victim-survivors and shall be provided with special protection from all forms of abuse and violence pursuant to R.A. No. 11188 and other existing Child Protection laws safeguarding the rights of children.
6. To ensure transparency and accountability at all levels, various measures will be taken to institutionalize mechanisms and processes to ensure abidance to these principles, from the preparatory stages up to the project termination post signing of the Closure Agreement.

VII. IMPLEMENTATION MECHANISMS

A. Social Preparation / Pre-Implementation Stage

The pre-implementation stage covers all necessary preparatory activities, such as development of policies and operational guidelines, establishment of multi-level internal/external mechanisms (such as national or regional TWG), capacity-building activities for the personnel handling the programs, among others.

1. The PAMANA Technical Working Group (TWG) shall be reconstituted at the DSWD Central Office and a TWG at the Field Offices shall also be formed with the following composition and functions:

Composition:

Position	Central Office TWG	Regional Office TWG
Chair	Undersecretary for Inclusive and Sustainable Peace	Regional Director or designated official
Vice-Chair	Assistant Secretary for Specialized Programs	Assistant Regional Director for Operations or designated official
Members	Representatives from all Offices, Bureaus and Services in the Central Office	Representatives from the Divisions and Units

Functions:

- Actively participate in meetings, events and consultations related to this Social and Economic Reintegration Program;
- Coordinate and collaborate with the various DSWD TWGs, such as GAD TWG, NAPWPS TWG, et al, to ensure that the formulation, implementation, and evaluation of DSWD programs and services are gender responsive and IP/culture sensitive;
- Ensure responsiveness and harmonization of different DSWD initiatives to attain the objectives of the 2000 Peace Agreement and its 2019 CID, specially deliverables under the Department;
- Provide technical assistance and resource augmentation to the various partner-stakeholders in areas of strategic importance; and
- Set up mechanisms to ensure the abidance to confidentiality of information of beneficiaries.

2. To ensure the smooth transition and provision of services within the service delivery network, a Kapatiran Regional Focal Person shall be designated to perform the following:

- Handle all files and documents pertaining to the DSWD implementation of the Social and Economic Reintegration Program;
- Provide technical assistance and resource augmentation to LSWDOs focused on, but not limited to, case management of endorsed TPG profiled members and their families;
 - Provide technical assistance and resource augmentation to other stakeholders in the field;
 - Coordinate referred or endorsed cases for interventions, specifically:
 - a. Assessing the level of well-being of TPGs using Social Welfare and Development Indicators (as baseline prior any provision of intervention and after one year of service delivery);
 - b. Referring eligible beneficiaries to specific DSWD programs and services; and
 - c. Monitoring the progress of services provided.
 - Recommend and facilitate the conduct of case conference with the OPAPP and other stakeholders to discuss the progress of the case as well as recommendations helpful for reintegration of TPGs in the community.
 - Provide updates or progress report of the referred/endorsed TPGs to the LSWDO during case conferences and other feed backing channels, e.g. formal communication.

- Recommend the termination of service, at the DSWD level, for TPGs who have achieved self-sufficiency level based on the results of the Social Welfare and Development Indicators (SWDI) and ensure that the LSWDO is capacitated to provide necessary aftercare services.

B. General Implementation Mechanisms

1. Identification of Eligible Grant Recipients

- 1.1. The OPAPP shall provide the list of profiled members of the Rebolusyunaryong Partido Ng Manggagawa-Pilipinas/Revolutionary Proletarian Army/ Alex Boncayao Brigade (RP/M/P/RPA/ABB) which shall be the basis of DSWD in the delivery of its socio-economic packages;
- 1.2. The DSWD shall use the existing guidelines on MCCT, Social Pension and other statutory programs or the processes attached in this Memorandum Circular as Annex B for LSG to determine the eligibility of grant recipients; and
- 1.3. Pertinent identification documents shall be requested by DSWD from the eligible Kapatiran members to support the disbursement or release of funds and other intended purpose/s, as indicated in Section VII.B.2.2 below.

2. Program Implementation

- 2.1. The following are the components of the socio-economic programs of DSWD for the Kapatiran members:

- 2.1.1 The **Social Protection Package** (SPP) intends to provide immediate financial cash assistance to the profiled members to assist them and their families during their physical transition to the settlement areas and/or any other locations where they feel safe to settle. It also aims to address the need for food and non-food items (NFIs) and other basic necessary support of the profiled 727 Kapatiran members and their family members. The SPP can be used to support the needs of the family of the Kapatiran members such as but not limited to:

- a. Food support;
- b. Non-food support such as hygiene kits, family kits, kitchen kits, sleeping kits, shelter kits; and,
- c. Special and/or various needs of vulnerable family members e.g. children, older persons, persons with disabilities.

- 2.1.2 The **Livelihood Settlement Grants** (LSG) is a financial assistance directly provided to each profiled member of the RPM-P/RPA/ABB-TPG to support the establishment or continuity of their livelihoods or economic activities in their communities. The **LSG** can be used as a

seed capital to start-up new or existing feasible and viable micro-enterprises or purchase of inputs or starter kits needed for the identified micro-enterprises.

2.2. The socio-economic and institutional transformation support interventions under this PAMANA Closure Program shall be implemented under two main tracks or categories based on identified target partner-beneficiary: Individual Profiled Member of the TPG and their Family Members; Group and/or Community; details as follows:

Component	Allocation (Php) and Requirements	Required Documents
<i>Track 1: Individual Profiled Member and their Families</i>		
1. Social Protection Package	P25,000.00 outright cash assistance per profiled member	OPAPP-, JEMC- and/or TPG-issued ID Valid government IDs, if available
2. Pantawid Familyang Pilipino Program through the Modified Conditional Cash Transfer	<p>Educational Grants: P300/month for each child enrolled in daycare, pre-school and elementary, and P500/month for each child enrolled in high school. Said amount shall be received upon compliance with a maximum of 3 monitored children per household.</p> <p>Health Grants: P500 for each beneficiary household regardless of number of eligible children upon compliance to health, FDS and additional conditionality</p> <p>Rice Subsidy: P600/month for each family beneficiary with compliance to either education or health and FDS</p>	<p>OPAPP-, JEMC- and/or TPG-issued ID Valid government IDs, if available Social Case study report Certificate of enrollment</p> <p>OPAPP-, JEMC- and/or TPG-issued ID Valid government IDs, if available Medical Certificate</p> <p>OPAPP-, JEMC- and/or TPG-issued ID Valid government IDs, if available</p>
3. Regular Statutory Programs: a. Social Pension b. Supplementary Feeding Program c. Assistance to	Subject to parameters set in the existing guidelines	OPAPP-, JEMC- and/or TPG-issued ID Valid government ID, if available

Individuals in Crisis Situations		
4. Auxiliary and Protective Services for the Elderly, Persons with Disability, Children In-Need of Special Protection	Practical support in the form of assistance for physical restoration, self and social enhancement service, after care and follow-up service, day care service, family care services, substitute family care and job search services.	OPAPP-, JEMC- and/or TPG-issued ID Valid government ID, if available
5. Cash-for-Work, Cash-for-Food	75% of prevailing regional wage rate (based on prevailing rate and frequency of assistance)	OPAPP-, JEMC- and/or TPG-issued ID Valid government ID, if available TPG, members of their families and community, who are at least 18 years of age and are physically capable to undertake or participate in the scope and nature of project in the work or project site
<i>Track 2: Group and Community-Based</i>		
1. Livelihood Settlement Grant	Maximum of Fifty Thousand Pesos (Php 50,000.00) per eligible recipient	OPAPP-, JEMC- and/or TPG-issued ID Valid government IDs, if available
2. Sustainability support to the CPD's community projects	Subject to parameters set in the existing guidelines	Required documents as stated in the existing Program Guidelines
3. Support to access to basic services and utilities	Actual Cost of Proposed Project	Minimum Requirements: Memorandum of Agreement (MOA) and Approved Project Proposal

The first track focuses on providing assistance to TPG and their families as they reintegrate into the community while the second track builds community resiliency by addressing risks and vulnerabilities through the equitable delivery of basic services, strengthening the government mechanisms and processes, among others. It should be noted that the 1st track uses mainly the case management process while the 2nd track implementation follows primarily the project management cycle.

- 2.3 In the implementation of this program, the DSWD-hired staff, i.e., the Regional Focal Person together with the case management teams (composed of Kapatiran case workers, community organizers and the SLP PDOs), take a central role in the entire reintegration process of the TPG and their families through the provision of case management, the general context wherein the provisions of the two tracks take place.
- 2.4 The profiled members and their families will be cross-matched for possible eligibility to the regular programs of the DSWD, such as Pantawid Program, the Social Pension, Supplementary Feeding, among others. Further, other need-based, practical support interventions may be provided to the TPG and their families subject to the comprehensive assessment and evaluation of their actual situations.
- 2.5 Another component under this community-based category is the two-year provision of technical assistance and monitoring support to the 100 CPDs which were previously provided with Php 500,000-worth of projects, with the main goal of ensuring sustainability of said projects.
- 2.6 Finally, subject to fund availability, project prioritization and using the modified Community-Driven Development (CDD), community infrastructure projects intended to provide access to basic services and utilities may be funded under the allocation provided for this program and/or endorsed for consideration to other programs and services providing similar projects, e.g., KC-NCDDP, PAMANA Program, DILG's Assistance to Communities in Need, among others.

3. Fund Source

- 3.1. The grants shall be charged against the special funds from the OPAPP or from other sources such as funds through the General Appropriations Act (GAA).

4. Mode of Releasing

- 4.1. The SPP shall be directly released to the profiled 727 Kapatiran members through cash or in check through the DSWD Field Office VI Special Disbursing Officers (SDOs), and other DSWD Field Offices, if the need arises, subject to applicable existing government and auditing laws, rules and regulations;
- 4.2. The LSG shall be directly released to each eligible recipient either through cash or individual cheque through the DSWD's SDOs subject to applicable existing government auditing laws, rules and regulations following the processes as stipulated under Annex B of this Memorandum Circular. The grant will be released by the Field Offices with jurisdiction of the identified resettlement sites for Kapatiran members; and

- 4.3. The grants under MCCT, Social Pension, other statutory programs, as well as, other auxiliary services shall be directly released to the enrolled eligible member through the use of cash cards, on-site pay-out or through other means as allowed under their existing guidelines.
- 4.4. The funds for the infrastructure projects contributing to access to basic services and utilities may be released to the local government units and/or the materials may be procured by the DSWD Field Offices, whichever is feasible.

5. Fund Management

- 5.1. The utilization of funds and progress of implementation shall be monitored regularly by the DSWD Field Offices.
- 5.2. A standard monitoring report form shall be formulated patterned after the Monthly Project Monitoring Report (MPMR) of PAMANA in coordination with the monitoring teams.

6. Monitoring, Evaluation and Reporting

- 6.1 The DSWD through the identified OBSUs shall conduct a regular monitoring on the utilization of the grants provided to the Kapatiran members. Consequently, the DSWD-Central Office, through the PAMANA Secretariat under the Office of the Undersecretary for Inclusive and Sustainable Peace shall provide reports to the OPAPP and other concerned offices within and outside the DSWD highlighting the result of each grant releasing activity and other conducted activities;
- 6.2 The purpose of the monitoring is to determine the impact of the assistance to the Kapatiran members and their families as part of their normalization process and for the DSWD to assess their programs on this context and can be a reference for program enhancement or development;
- 6.3 Project assessment meetings and evaluation workshop shall be undertaken as platforms for the continuing review, enhancement, knowledge management on the project implementation; and
- 6.4 Submission of reports shall be based on mutually agreed indicators, formats and timeline set by the DSWD and OPAPP as inputs to the whole of government initiatives.
- 6.5 Reports will be submitted on a monthly and quarterly basis to the DSWD Central Office for consolidation and onward submission of the DSWD Central Office to the OPAPP for inclusion in its report to the Office of the President, Congress and DBM. Details of reporting arrangements are as follows:

- Monthly Reports - All Regional Focal Persons of Field Offices shall submit monthly report on the progress of the program level indicators to the Office of the Undersecretary for Inclusive and Sustainable Peace, copy furnished all the concerned programs.
- Quarterly Reports - All Program Focal Persons shall submit quarterly report to the Regional Focal Person of Field Offices on the progress of the output and program level indicators with the use of the DSWD Harmonized Planning, Monitoring and Evaluation System (HPMES). The same report will be submitted for inclusion in the consolidated regional report to the Policy Development and Planning Section (PDPS).
- National Report - The Office of the Undersecretary for Inclusive and Sustainable Peace will prepare the national consolidation for submission to the oversight agencies copy furnished the Policy Development and Planning Bureau (PDPB).

7. Grievance Redress Management

- 7.1 The DSWD shall have a Grievance and Redress Management Desk during any grant releasing activity to address areas of concerns pertaining to delivery of the DSWD's socio-economic programs and its other basic statutory services which can be accessed by the Kapatiran members.
- 7.2. Grievances may also be raised through other platforms such as DSWD social media accounts, DSWD contact numbers as indicated in the website, or visits to the nearest DSWD Office.

C. Specific Implementation Mechanisms

1. First Track: Provision of Assistance to Individual Profiled Members and their Families

- 1.1. Post-decommissioning, each profiled TPG prepared by the OPAPP and endorsed by the Joint Enforcement and Monitoring Committee (JEMC) tasked to oversee the Clarificatory Implementing Document (CID) implementation to the nearest DSWD FO for the provision of the SPP and other forms of assistance that he or she may be eligible. Only profiled TPGs, or their authorized representatives such as spouse, child of legal age or parents, whose names are contained in the endorsed list of the OPAPP, along with OPAPP-, JEMC- and/or TPG-issued ID, shall be provided with the SPP and LSG. In case of death of the profiled member, the SPP may be provided to his/her direct heirs or immediate family member who is of legal age, such as spouse, child, parent. Additional requirements shall be provided to verify the relationship of the new recipient to the profiled member (e.g.,

marriage certificate; birth certificate; and/or, certification/affidavit from the OPAPP, JEMC, or TPG attesting relationship of the representative to the deceased profiled member.

- 1.2 Once received by the DSWD Field Office, the case shall be given to the Kapatiran Regional Focal Person (herein-after referred to as Regional Focal Person). Upon assessment and/or validation of the case, appropriate interventions shall be provided by the different Program Focal Person post referral of, and in close coordination with, Kapatiran Regional Focal Person.
- 1.3 The Regional Focal Person shall submit the list to the Pantawid Pamilyang Pilipino Program, National Household Targeting Office as well as other existing databases requiring name matching, e.g. Social Pension, to name match and check if the TPGs and their families are already included in the Listahanan Database and/or are being served in the regular DSWD programs. The TPG and their families shall be given due priority in the name matching with the results of the name matching provided to the Regional Office, attention to the Regional Focal Person and copy-furnished Regional Program Focal Persons.
- 1.4 Prior to, or simultaneous with, the name matching process with the respective program database, the case management teams should properly address the immediate needs of the identified beneficiaries and per need-based assessment may be provided with the following initial interventions:
 - 1.4.1. Assistance to Individuals in Crisis Situation. Similarly, limited financial assistance for the education of children, medical needs, burial assistance, and food may be availed by the TPGs and their families; and
 - 1.4.2. Protective Services for Individuals and Families. Psycho-social services and other need-based support may also be provided to the TPGs and their families members.
- 1.5. Simultaneous with the provision of assistance to address the immediate needs of the FRs, the Kapatiran Case Workers shall conduct baseline assessment with the use of Social Welfare and Development Indicators (SWDI) Toolkit, the results of which may be used to coordinate within the DSWD FO for the provision of necessary programs and services such as:

- 1.5.1. Supplementary Feeding Program - provision of food in addition to the regular meals to currently enrolled Day Care Children/Supervised Neighborhood Play.
 - 1.5.2 Social Pension - the provision of a monthly stipend amounting to P500 to augment the daily subsistence and other medical needs of indigent senior citizens.
 - 1.5.3 Auxiliary Services for the Elderly and Persons with Disability - practical support in the form of assistance for physical restoration, self and social enhancement service, after care and follow-up service, day care service, family care services, substitute family care and job search services.
 - 1.5.4 Recovery and Reintegration Program for Trafficked Persons - a comprehensive program that ensures adequate recovery and reintegration services provided to trafficked persons. Utilizing a multi-sectoral approach, it delivers a complete package of services that will enhance the psychosocial and economic needs of the clients.
- 1.6. The SWDI shall be used as a tool to track the progress of the level of well-being of the TPGs and their families and to ultimately recommend termination of services to them at the DSWD level.
 - 1.7 Other programs and services that may be provided to TPGs and their families per assessment of the case management teams, but are beyond the mandate of DSWD, shall be coordinated by the said team to other partner-stakeholders.

2. *Second Track: Group/Community-Based Programs*

Once pertinent data are gathered, an assessment of project proposals as to operational, technical and economic feasibility shall be done to ensure the sustainability of these projects. Eventual release of funds shall take place after the necessary documents are secured.

- 2.1. For the Livelihood Settlement Fund (LSF), with maximum amount of Php 1 Million per project per organized association, social preparation stage may commence right along with the case management process. The Regional Focal Person will assist the case management team, primarily the SLP PDO, in order to facilitate the clustering of the TPG into associations, with minimum membership of 20 individuals, undergo the identification of livelihood projects based on area and needs-based assessment. Once the association had been organized, they will meet and finalize the details of their respective project proposal with the technical assistance of the SLP PDO. Once final and decided, the group/association shall

craft the project proposal complete with all necessary details such as project design, management design, costing, among others. Post project validation, with the operational, technical and economic feasibility of the project already verified, processing of the documentary requirements for the request of fund release will proceed.

Project implementation shall commence once the funds are deposited to the account of the association.

- 2.2. Subject to fund availability, project prioritization and using the modified CDD process, community infrastructure projects may be funded under the PAMANA Program allocation, such as, but not limited to: projects that contribute to access to basic services and utilities; as well as, strengthen community-based, IP-responsive mechanisms / processes that ensure the safety, protection and well-being of various vulnerable sectors (children and youth, women, elderly and Persons with Disability et al) such as child development centers, women's center, senior citizens buildings, tribal halls, livelihood-related projects, water system, among others.
- 2.3. Other community-based programs that may be implemented in support of the mainstreaming of the TPGs and their families within, or outside, their resettlement sites are as follows:
 - Payapa at Masaganang Pamayanan (PAMANA) Program (under management of other NGAs)
 - Kalahi-CIDSS NCDDP
 - Sustainable Livelihood Program (SLP)
 - Disaster Risk Response and Rehabilitation

VIII. INSTITUTIONAL ARRANGEMENTS

A. Office of the Presidential Adviser on the Peace Process (OPAPP)

1. Provide guidance on the attainment of the objectives of the 2000 Peace Agreement and its 2019 CID;
2. Lead in the creation of the supervisory, oversight or coordinating body to assist in the implementation of the Social and Economic Reintegration Program with Kapatiran;
3. Ensure that the list of profiled members of the Kapatiran is valid and accurate;
4. Develop and implement capacity-building programs for implementing agencies on conflict-sensitive, peace-promoting planning, programming, among others;
5. Ensure that the implementation of projects is in accordance with the general guiding principles of the program;
6. Facilitate the funding commitments and requirements as agreed/approved;

7. Coordinate or make representations with other agencies or institutions on concerns related to the implementation of the socio-economic projects under the 2000 Peace Agreement and its 2019 CID;
8. Ensure that the implementation of other National Government Agencies of various project interventions for Kapatiran members and community beneficiaries are harmonized with the efforts of the DSWD-led Program;
9. Develop and oversee implementation of a communications plan for this Program;
10. Coordinate the implementation of transparency and accountability mechanisms of the CID; and,
11. Monitor and evaluate overall implementation and submit a quarterly report to the Presidential Management Staff and the Department of Budget and Management.

B. DSWD Central Office

1. Office of the Secretary

- a. Provide necessary guidance to all concerned DSWD Offices, Bureaus, Services and Units (OBSUs) in the entire project management cycle;
- b. Approve the downloading of funds to the DSWD-FOs with amount consistent with the delegated authority;
- c. Issue internal policies through Memorandum Circulars, Policy Memorandum, Guidance Notes and among others, related to the implementation of DSWD's socio-economic programs for the DCs of MILF, as recommended by the Undersecretary of Inclusive Peace and Development; and
- d. Attends meetings, workshops, project evaluation and other related activities relative to the project implementation.

2. Office of the Undersecretary for Inclusive Peace and Development

- a. Approve the downloading of funds to the DSWD-FOs with amount consistent with the delegated authority;
- b. Provide guidance to all DSWD CO OBSUs in the entire project management;
- c. Recommend necessary policy guidelines to address implementation gaps to the DSWD Secretary for the latter's approval, if necessary;
- d. Issue guidance on the reporting and monitoring of activities and outputs and other guidance notes that do not necessarily require the approval and signature of the DSWD Secretary; and
- e. Attend meetings, workshops, project evaluation and other related activities relative to the project implementation.

3. PAMANA TWG Secretariat

- a. Formulate a Work and Financial Plan (WFP) in consultation with concerned DSWD-Central and Field Offices for the project implementation;
- b. Coordinate with the Financial Management Services (FMS) of DSWD Central Office for all finance-related matters;
- c. Collaborate with the OPAPP for all concerns related to implementation of the socio-economic package;
- d. Conduct field monitoring activities to determine areas of convergence for effective and efficient project implementation;
- e. Coordinate with the Office of the Secretary and concerned members of the DSWD-ExeCom and ManCom for their participation before and during grant releasing activities;
- f. Analyze and submit reports to the DSWD Management and other stakeholders;
- g. Continuously collaborate with other stakeholders particular with other NGAs that are providing socio-economic programs for the DCs; and
- h. Lead the conduct of meetings, workshops, project evaluation and other related activities relative to the project implementation.

4. Sustainable Livelihood Program-National Program Management Office (SLP-NPMO)

- a. Coordinate with the PAMANA-TWG, being the lead office for the implementation of livelihood programs;
- b. Provide technical assistance to all concerned DSWD Field Offices particularly in the management of the releasing of LSG and all other post-releasing activities; and
- c. Attend meetings, workshops, project evaluation and other related activities relative to the project implementation.

5. Program Management Bureau (PMB)

- a. Provide technical assistance to the DSWD-Field Offices pertaining to the case management of the Kapatiran members and their families;
- b. Recommend appropriate case management strategies for the Kapatiran members and their families;
- c. Conduct capacity building activities for personnel engaged in the case management; and
- d. Attend meetings, workshops, project evaluation and other related activities relative to the program implementation.

6. Standards Bureau (PMB)

- a. Provide technical assistance to the TWG, OBSUs and DSWD FOs on the accreditation of Kapatiran members; and

- b. Attend meetings, workshops, project evaluation and other related activities relative to the program implementation.

7. Financial Management Services

- a. Assist all concerned OBSUs and facilitate the request for sub-allotment and transfer of funds to the DSWD-FOs;
- b. Spearhead in the liquidation of funds with the OPAPP as funding agency; and
- c. Attend meetings, workshops, project evaluation and other related activities relative to the project implementation.

8. Social Marketing Services (SMS)

- a. Develop a communication plan for the project implementation;
- b. Provide technical assistance to the DSWD-FOs in the localization of the communication plan;
- c. Attend meetings, workshops, project evaluation and other related activities relative to the project implementation.

C. DSWD Field Offices

1. Act as direct project implementers in close coordination with all concerned DSWD-OBSUs at the DSWD Central-Office and other stakeholders within the region;
2. Enter into a memorandum of agreement with MLGUs;
3. Provide technical assistance to the implementing partners (can be a government agency, LGU, registered POs) as necessary;
4. Assist the municipal team in the conduct of technical review, validation and feasibility study of the projects in coordination with other concerned parties, if applicable;
5. Identify SDOs for the disbursement of grants;
6. Facilitate the release of funds to Special Disbursing Officers (SDOs) and monitor compliance to liquidation of cash advances following COA rules and regulations;
7. Coordinate with other NGAs and other stakeholders for a harmonious project implementation;
8. Conduct regular monitoring in all phases of the project implementation to ensure that the completion of the approved infrastructure and/or livelihood projects are based on the approved WFP and program of work, if applicable;
9. Ensures judicious management of funds;
10. Formulate and implement a localized communication plan for the project management;
11. Consolidate and submits monthly reports and other reports as requested on the status of the project implementation to DSWD Central Office and other bodies;
12. Tap services from various agencies of government and private sector/CSOs as necessary to accompany the livelihood enterprise development and provide business development, whenever necessary; and,

13. Attend meetings, workshops, project evaluation and other related activities relative to the project implementation.

D. Other Implementing Partners

For implementation-purposes partnerships with the provincial/municipal/barangay local government units or civil society organizations (CSOs), the specific roles and responsibilities of each party will be spelled out in the Memorandum of Agreement (MOA) drawn.

IX. REPEALING CLAUSE

Provisions of this Agreement to be repealed, amended or modified subject to mutual agreement of both OPAPP and DSWD through formal communication. The provisions in this Circular shall overwrite existing implementation policies of both agencies.

X. EFFECTIVITY

This Memorandum Circular shall take effect immediately and shall provide the Implementing Guidelines on the Provision of Socio-Economic Programs for the Rebolusyunaryong Partido ng Manggagawa-Pilipinas/Revolutionary Proletarian Army/ Alex Boncayao Brigade (RPM-P/RPA/ABB) under the 2019 Clarificatory Implementing Document to the 2000 Peace Agreement.

Issued in Quezon City this 16th day of September 2019.



ROLANDO JOSELITO D. BAUTISTA
Secretary

Department of Social Welfare and Development

Certified True Copy:



CHILOVA CLARISSA ALBORNOZ-BARRACA
Administrative Officer III
AS-Records and Archives Mngt. Division

ANNEX A

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is entered into by and between:

REGIONAL DIRECTOR/BUREAU DIRECTOR _____,
Central/Regional Office with principal address at
_____ (the “**Disclosing Party**”);

– and –

[NAME OF EMPLOYEE], of legal age, single/married, Filipino, with address at
_____ (the “**Receiving Party**”).

REGIONAL DIRECTOR/BUREAU DIRECTOR and the **NAME OF EMPLOYEE**
may hereinafter be referred to as a **PARTY** or collectively as **PARTIES**;

Both **PARTIES** agree that: All information, records and documents disclosed by one **PARTY** to the other and the latter’s employees and agents pursuant to this Agreement and (ii) all plans, reports and results made by either or both Parties under this Agreement shall be in confidence (Confidential Information). In respect of any Confidential Information disclosed, furnished or made accessible by the **Disclosing Party** to the **Receiving Party**, the **Receiving Party** undertakes:

1. To hold and maintain in strictest confidence the Confidential Information disclosed to it by the **Disclosing Party** or otherwise learned by it in the course of its transactions with the **Disclosing Party**;
2. To keep Confidential Information disclosed by the **Disclosing Party** in a safe and secure place using reasonable technical and organizational security measures to prevent unauthorized access, destruction, corruption or loss of such information and avoid disclosure or use of Confidential Information of the **Disclosing Party** in order to prevent it from falling into the public domain or the possession of persons other than those authorized under the Agreement;
3. To use the Confidential Information disclosed by the **Disclosing Party** solely in connection with the Purpose of this Agreement;

4. Not to utilize the Confidential Information disclosed in any way which is detrimental to the Purpose of the interests of the **Disclosing Party**;
5. Not to disclose the Confidential Information divulged by the **Disclosing Party** in whole or in part—including the existence of this agreement — to any person, except to Authorized Persons within the **Receiving Party**, PROVIDED, that such disclosure is strictly necessary to fulfill the Purpose;
6. Not to permit the use of Confidential information by unauthorized persons for their benefit or to the detriment of the **Disclosing Party**;
7. To notify the **Disclosing Party** within three (3) business days of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information;
8. To take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Agreement;
9. Not to publish, copy/make copies, or make any transcripts or summaries of the whole or any part of the Confidential Information, save as is necessary and/or appropriate for the Purpose, or unless authorized by the **Disclosing Party** in writing; All such copies, summaries and transcripts shall be deemed to be Confidential Information;
10. That the **Disclosing Party** shall retain all rights in and to its Confidential Information. Thus, upon written request from the **Disclosing Party** and within ten (10) business days from receipt of such written request, the **Receiving Party** shall destroy— or return to the **Disclosing Party**, if so directed— all Confidential Information, whether written, in printed form, tangible or otherwise, which is in the **Receiving Party's** or any Authorized Person's possession, custody or control and provide the **Disclosing Party** with a written declaration of the **Receiving Party** confirming that the provisions of this clause have been fully complied with;

Section 2. The foregoing provisions shall not apply to any Confidential Information which the **Receiving Party** can prove:

1. Was in the public domain at the time it was disclosed by the **Disclosing Party** or has entered the public domain through no fault of the Recipient;
2. Was in the possession of the **Receiving Party**, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
3. Was received from a source who lawfully acquired it and who is under no obligation restricting its disclosure and without breach of this Agreement and otherwise not in violation of the **Disclosing Party's** right; and

4. Was disclosed with the prior written approval of the **Disclosing Party**;
5. Is required to be disclosed: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body competent to require the disclosure; and/or (ii) by any applicable law, legislation, or regulation provided that the **Receiving Party** gives the **Disclosing Party** reasonable notice of at least ten (10) business days prior to such disclosure to allow the **Disclosing Party** a reasonable opportunity to seek a protective order or to otherwise prevent or restrict such disclosure or perform other remedial measure.

Section 3. Any violation of the herein Confidentiality Clause, including any violation committed by the **Receiving Party's** agents and employees, shall render the said **Receiving Party** liable for all consequential damages suffered by the **Disclosing Party**. Both PARTIES recognize that any breach of the obligations contained in the herein Confidentiality Clause will cause irreparable loss and would not be compensable by monetary damages alone and, accordingly, the wronged **Party** shall, in addition to the other remedies available at law or in equity, be entitled to obtain specific performance or injunctive relief against the **Party** in violation with respect to the threatened or actual breach of the herein Confidentiality Clause or the continuation of any such breach.

Parties found guilty of violations to this Confidentiality Clause shall be penalized pursuant to the provisions of Republic Act No. 10173, or the Data Privacy Act of 2012.

REGIONAL/BUREAU DIRECTOR

EMPLOYEE

Date: _____

Date: _____

Annex B

IMPLEMENTING GUIDELINES ON THE PROVISION OF LIVELIHOOD SETTLEMENT GRANTS (LSG) TO THE PROFILED MEMBERS OF THE KAPATIRAN

I. OBJECTIVE

1. To provide guidance to the project implementers to ensure that the purpose of the Livelihood Settlement Grants (LSG) is achieved and will support the identified livelihoods of the officers and members of the RPM-P/RPA/ABB-TPG for them to start or continue their economic activities; and
2. To ensure that the livelihood component as one of the socio-economic interventions in the closure program is implemented basing on the mutual interests of the Parties to pursue long-lasting peace, economic sustainability, transparency and accountability, and community-driven.

II. DESCRIPTION

1. The **Livelihood Settlement Grants (LSG)** is a financial assistance directly provided to each profiled member of the RPM-P/RPA/ABB-TPG to support the establishment or continuity of their livelihoods or economic activities in their communities.; and
2. The **LSG** can be used as a seed capital to start-up new or existing feasible and viable micro-enterprises or purchase of inputs or starter kits needed for the identified micro-enterprises.

III. DEFINITION OF TERMS

1. **Grant Utilization Plan (GUP)**- A document that details the specific components of the micro-enterprises which includes all the necessary materials, inputs and other operational costs. The GUP determines if how much shall be funded by the LSG and the possible counterpart by the grantee or other stakeholders. The GUP shall be signed by the grantee and reviewed and endorsed by the PDO.
2. **Individual Grant Proposal (IGP)**- A document which details the various components of the micro-enterprise that is proposed for funding through the Livelihood Settlement Grants (LSG). The IGP should be signed by the PDO as the one who prepared, the Regional Program Coordinator (RPC) of SLP Regional Program Management Office (RPMO) and the Regional Director or Officer-in-Charge of the DSWD Field Office.
3. **Profiled Member** refers to individuals that are included in the 727 profiled members of the Rebolusyonaryong Partido ng Manggagawa-

Pilipinas/Revolutionary Proletarian Army/Alex Boncayao Brigade (RPM-
P/RPA/ABB) Taraba-Paduan Group (TPG).

IV. COST PARAMETER

The **maximum amount** of Livelihood Settlement Grant (LSG) that each profiled member may receive is **Fifty Thousand Pesos (Php 50,000.00)**.

V. FUND SOURCE

The provision of LSG to each of the 727 profiled members shall be funded against the General Appropriations Act or from any other fund sources.

VI. ELIGIBLE RECIPIENTS

1. The LSG shall only be provided once to each of the 727 profiled members of the RPM- P/RPA/ABB- Taraba-Paduan Group (TPG); and
2. In the case of death of the enlisted member, the LSG may be provided to his/her direct heirs such as the spouse or any member of the immediate family, legal age. Additional requirements shall be provided to verify the relationship of the new recipient to the profiled member were the grant was intended.

VII. IMPLEMENTATION PROCESS

1. Project Proposal Preparation

- a. The assigned Project Development Officer (PDO) of the DSWD Field Office shall conduct a 1-2 hours orientation on the processes to be undertaken in the provision of LSG.
- b. The PDO or other partners/stakeholders may also conduct a basic entrepreneurship orientation/seminar for the members to have basic knowledge in managing their enterprises and for them to be aware on the different support from the government and private sectors relative to their economic activities;
- c. After the orientation, the PDO shall facilitate the preparation of Individual Grant Proposal (IGP) with the Grant Utilization Plan (GUP);
- d. The GUP shall be signed by the grant recipient and endorsed by the PDO while the IGP shall be prepared by the PDO;
- e. The other signatories of the IGP are the Regional Program Coordinator of the SLP Regional Program Management Office (RPMO) as the one who reviewed it and endorsed for approval and the Regional Director or his/her Officer-in-Charge (OIC) as the one who approves the IGP; and

- f. The attachments to the IGP are the signed GUP and copy of the list of profiled members.

2. Project Proposal Review and Approval

- a. The submitted Individual Grant Proposals with the GUP shall undergo the review of the SLP- Regional Program Management Office prior to the approval of the Regional Director or his/her OIC. Once approved, it shall undergo usual processing prior to disbursement; and
- b. For efficiency purposes, the IGPs may be consolidated into a Mother Grant Proposal (MGP) to be prepared by the PDO, reviewed and recommended by the RPC of SLP-RPMO and to be approved by the Regional Director or his/her OIC.

3. Grant Releasing

- a. The LSG shall be directly released to each of the profiled member who is also the signatory of the IGP;
- b. The LSG may be released through cash or individual check following the existing government auditing and accounting rules and procedures;
- c. Pertinent documents relative to the disbursement such as disbursement vouchers or cash assistance payroll shall be properly accomplished and secured which shall be attached to the liquidation report; and
- d. The only authorized person to receive the grant is the one whose name is in the approved grant proposal. In the absence of the authorized person, an "authorization" bearing the name, signature, and a photocopy of the identification card of the said person shall be presented by the representative. Only the legal-aged member of the family is allowed to receive the grant on behalf of the grantee.

4. Project Implementation, Technical Assistance and Monitoring

- a. The PDO shall conduct a project monitoring visit at one (1) month or earlier after the release of the LSG to each of the grantees. The aim of the monitoring visit is to check the status of the project and determine if there are needs of the grantees that would help them better manage their enterprises. The PDO may directly coordinate with the partners/stakeholders relative for possible assistance or support that they can extend to the grantees;
- b. The PDO shall provide report on the conducted monitoring to the Regional Program Coordinator of SLP-RPMO; and
- c. The SLP-RPMO shall provide status report on the funded projects to the SLP-NPMO.