



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
Visayas Ave., Diliman, Quezon City
Tel. Nos. 924-3119; 924-7977; 924-7971; Telefax: 924-7973
URL: <http://nmis.da.gov.ph>
e-mail: nmis@da.gov.ph

January 12, 2010

MEMORANDUM CIRCULAR No. 1-2010-2

SUBJECT: Amended Guidelines for the Implementation of NMIS Alternative Dispute Resolution Program for External Clients.

WHEREAS, Section 16, Article III of the Constitution guarantees the right of all persons to a speedy disposition of cases before all judicial, quasi-judicial, and administrative bodies;

WHEREAS, Chapter III of the Consumer Act of the Philippines provides the establishment of procedures for systematically logging in, investigating and responding to consumer complaints assuring as far as practicable simple and easy access to seek redress of grievances;

WHEREAS, the National Meat Inspection Service is one of the implementing agencies under Department of Agriculture to implement the Consumer Act of the Philippines;

WHEREAS, R. A. 9285 also known as the Alternative Dispute Resolution Act of 2004 declares that it is the policy of the state to actively promote and encourage the use of ADR as an important means to achieve speedy and impartial justice and to delog court dockets;

WHEREAS, E. O. 523 declares that all administrative bodies shall promote the use of alternative mode of dispute resolution such as but not limited to mediation, conciliation, and arbitration as part of the practice in resolving disputes filed before them;

WHEREFORE, the following guidelines are hereby promulgated to further strengthen the process of redress of consumer complaints particularly on the applicability, assignment and disposition of complaints submitted for mediation.

Rule 1. Scope of Application

Mediation applies to all appropriate and valid complaints that violate the safety and quality of meat and meat products.

Exceptions:

- > complaints that involve business transactions

**GININTUANG
MASAGANANG**

Go Modern Agriculture

Rule 2. Definitions

Alternative Dispute Resolution System - means any process or procedure used to resolve a dispute or controversy, other than by adjudication of a presiding judge of a court or an officer of a government agency, as defined in this Act, in which a neutral third party participates to assist in the resolution of issues, which includes arbitration, mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof.

Disputant - means one who is engaged in dispute

Impartiality - means freedom from favoritism or bias in word or action.

Mediation- means a voluntary process in which a mediator facilitates communication and negotiation, and assists the parties in reaching a voluntary agreement regarding a dispute. It also includes conciliation.

Mediation Party - means a person who participates in mediation and whose consent is necessary to resolve the dispute.

Mediator - means a person who conducts mediation.

External Client – consumers who are not part of or affiliated with National Meat Inspection Service.

Rule 3. Principle of mediation

- 3.1 It is a fundamental principle of mediation that competent and informed parties can reach an agreement which need not conform to legal precedents or to general community standards.

Rule 4. Qualification of a mediator

- 4.1 A trained Alternative Dispute Resolution Specialist accredited by the Office of the President.

Rule 5. Duties of a Mediator

- 5.1 The mediator shall define and describe the process of mediation and make the parties understand the differences between mediation and other means of conflict resolution available to them before they reach an agreement to mediate
- 5.2 The mediator does not impose a solution upon the disputants. It is not his/her function to attempt to coerce a party into agreement nor should he/she attempt to make any substantive decision for the parties. All decisions are to be made voluntarily by the participants themselves.
- 5.3 It is not the mediator's function to give legal advice to the parties. The mediator should not attempt to direct the decision of the parties based upon his/her interpretation of the law as applied to the facts of the dispute.



- 5.4 The mediator, in consultation with the parties, shall establish the following procedures:
- 5.4.1 the right of each party to talk without interruption
 - 5.4.2. the order of presentation
 - 5.4.3 any other rules for the conduct of the proceedings as may be appropriate.

Rule 6. Mediation Agreement

- 6.1 A written Agreement to Mediate shall be entered into by the parties and the mediator prior to commencement of the process. The mediator may include a provision in the agreement excluding his/her liability. The process is without prejudice and that in general unless both parties consent, communications during the course of the mediation process cannot be used as evidence in court proceedings.
- 6.2 The mediator may include in any written Agreement to Mediate a provision that he/she has discretion to terminate or suspend the process at any time.

Rule 7. Confidentiality

- 7.1 The mediator shall not voluntarily disclose information obtained during the mediation process without the prior consent of both parties.
- 7.2 The mediator should explain to the parties that as he/she might consult with each of them in separate sessions, the information divulged in such sessions will be kept confidential unless he/she has that party's specific agreement to disclose the information to other party.
- 7.3 The mediator shall inform the parties that, in general, communications between them, during the preliminary conference and mediation, are agreed to be confidential. In general, they cannot be used as evidence in the event that the matter is not settled at mediation and goes to a court hearing.
- 7.4 The mediator shall render anonymous all identifying information when materials are used for research or training purposes.
- 7.5 The mediator shall maintain the confidentiality in the storage and disposal of records.

Rule 8. Legal advise

- 8.1 The mediator should inform the parties that they have the right at any time to obtain and may need to obtain independent legal or other professional advice during the mediation process. The mediator shall also inform the parties that they should consult their legal representatives if they want a more detailed statement of the position or if they have any specific questions about it.

Rule 9. Impartiality

- 9.1 The mediator shall maintain impartiality towards all participants at all times during the mediation process. Impartiality means freedom from favoritism or bias in word or action. The mediator shall not play an adversarial role and shall maintain a commitment to aid all participants in reaching a mutually satisfactory agreement.



Rule 10 Termination of Mediation

- 10.1 The mediator or the complainant has the right to suspend or terminate the process at any time.
- 10.2 Non-appearance
 - 10.2.1 Where complainant failed to appear, the respondent shall be awarded a Certificate of No Mediation
 - 10.2.2 Where the respondent failed to appear, the complainant has the option to file a formal complaint.
 - 10.2.3 Where both failed to appear, all records will be archived where after the prescriptive period of one (1) year and the parties have not signified interest to pursue the dispute, the case is considered dismissed.
- 10.6 Failure of Mediation
 - 10.6.1 Each of the parties and the mediator has the right to withdraw from mediation at any time and for any reason.
 - 10.5.2 If the participants reach a final impasse, the mediator should not prolong unproductive discussions, which will result merely in a waste of costs to the participants.
 - 10.5.3 If mediation has terminated without agreement, the mediator may suggest that the parties obtain additional professional services as may be appropriate.

Rule 11. The mediation process

- 11.1. The National Meat Inspection Service Standard Mediation Process Flow (See Annex A). The Agency encourages mediators on its panel to follow the standard mediation process. However, the parties can suggest variations provided the important principles of mediation are adhered to.
- 11.2. The Agency's mediation process normally consists of two sessions, a preliminary conference and a mediation session. Occasionally, the two sessions are merged into one.

11.2.1 Preliminary Conference

The mediator shall explain the features of mediation, its voluntary and confidential nature and the role of the mediator as a neutral third party facilitator, not an adviser or decision-maker. As mediation is voluntary, it can be terminated at any stage by either party or the mediator without the need to give reasons.

The mediator shall, prior to entering into the mediation process, obtain all parties' agreement not to require the mediator to give evidence or to produce documents in any subsequent legal proceedings concerning the issues to be mediated upon.

11.2.1.1 The stages of mediation process shall be outlined and explained to both parties.

As mediation is voluntary, it can be terminated at any stage by either party or the mediator without the need to give reasons.

The mediator shall, prior to entering into the mediation process, obtain all parties' agreement not to require the mediator to give evidence or to produce documents in any subsequent legal proceedings concerning the issues to be mediated upon.

11.2.1.1 The stages of mediation process shall be outlined and explained to both parties.

11.2.1.2 A timetable will be set for all outstanding matters relevant to the mediation to be finalized including documents to be prepared and exchanged.

11.2.1.3 The mediator shall ensure that all parties have the authority to negotiate and settle.

11.3 Mediation Session

11.3.1 The mediator shall ask both parties to make a brief opening statement outlining individual concerns and the issues which have brought them to mediation making sure that parties get equal time to make one's statement uninterrupted.

11.3.2 The mediator will then summarize parties' opening statements and extract issues for discussion which emerge from the opening statements. Both parties may correct any errors they believe the mediator may have made when summarizing back opening statement. They will also be asked to check and agree on the list of issues for discussion.

11.3.3 The mediator will then facilitate direct communication between the two disputants and discussion of the issues. Disputants will be encouraged to communicate directly with the other party, asking each other questions to explore and clarify the issues extracted from their opening statements. The mediator will also facilitate the discussions so that both will have the opportunity of becoming aware of each other's point of view.

11.3.4 The mediator may hold private and confidential sessions with each of the disputant. During any private and confidential session the disputants can raise any matter to the mediator they consider relevant to the mediation. The mediator will facilitate negotiations, settlement and agreement formulation. Disputants will be able to discuss options and negotiate freely with the other party in order to reach a mutually satisfying resolution of the

dispute. They will be given the opportunity to contribute actively to the substance and wording of the final agreement.

- 11.3.5 Extension of mediation session beyond the agreed timetable shall be permitted if both disputants agree to it.
- 11.3.6 The mediator should if he/she considers it would facilitate settlement, recommend disclosure of relevant information.

Rule 12. Enforcement of the written agreement

- 12.1 The written agreement made by the parties, following a successful mediation shall be signed by the parties to the mediation and clearly specify the terms and conditions thereof.
- 12.2 In cases where settlements are made without the presence of the mediator, these shall be documented by way of photographs and presented to the mediator before they are deemed settled.
- 12.3 The mediator shall duly certify the agreement that the parties voluntary made the agreement and signed the same in his/her presence and explained to the parties the contents in a language known to them.
- 12.4. If the parties so desire, they may deposit the agreement with the appropriate Clerk of Court. Where there is a need to enforce the Agreement, a petition maybe filed by any parties with the same Regional Trial court, in which case, the court may proceed summarily to hear the petition, subject to existing provisions of the Rules of Court and Jurisprudence.
- 12.5 Where full agreement has been reached, the mediator should discuss with the participants the process for formalization and implementation of the agreement.
- 12.6 Where the participants have reached a partial agreement the mediator should discuss with them procedures available to resolve the remaining issues.
- 12.7 Where the mediator believes the agreement being reached may be impossible to uphold or may be illegal, he/she should recommend to the parties that they obtain independent legal advice.

Rule 13. Repealing Clause.


- 13.1 Any provision of this Internal Rules that is inconsistent with R. A. 9285 or the Alternative Dispute Resolution Act of 2004 and Executive Order No. 523 series of 2006 and other related laws shall be void and the provision of the said law or Order shall prevail.



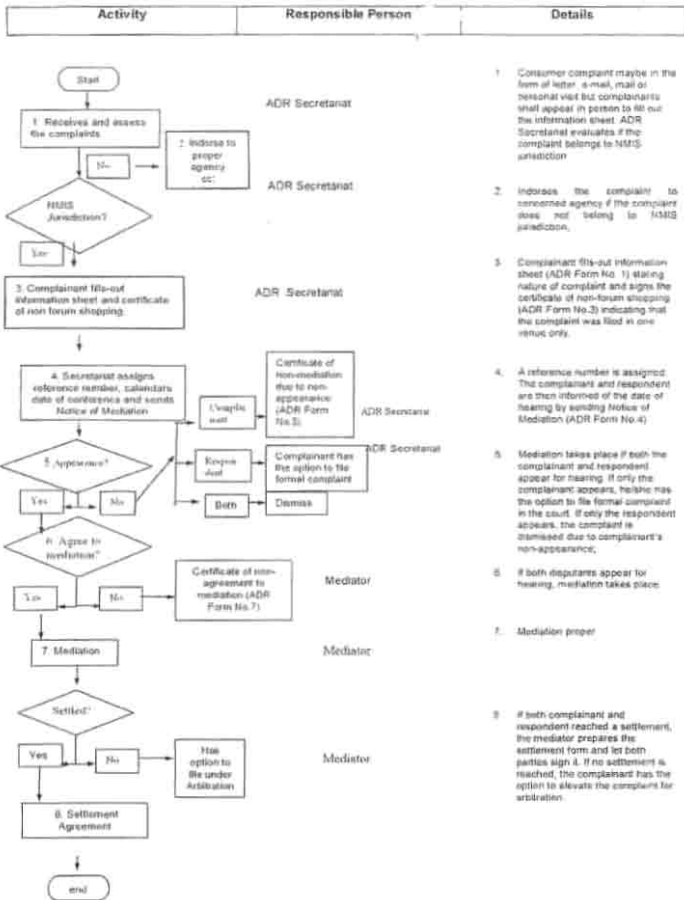
Rule 14. Effectivity

14.1 This amended Internal Rules shall take effect fifteen (15) days after posting in the NMIS Website and conspicuous places within NMIS premises for one (1) month.

Approved: January 20, 2010.


ATTY. JANE C. BACAYO, DVM, MPA
Officer In-charge
Office of the Executive Director

Annex A: Mediation Process





Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
Visayas Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247973
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph

ADR Form No. 1
Reference No. _____ (mm-dd-yy-00)

INFORMATION SHEET

NMIS ADR Ref. No.: _____
Name/Pangalan: _____ Age: ____ Sex: ____ Status: ____
Address/Tirahan: _____

Phone No./Telepono: _____
Occupation/Trabaho: _____ PhoneNo./Telepono: _____
Respondent/Inerereklamo: _____ Address/Tirahan: _____

Grievance/Reklamo: _____

Signature/Lagda

(to be filled out by ADR Secretariat)

Assisted by: _____

Date/Petsa: _____

ADR _____

Set on: _____ Time: _____

Venue: _____

Assigned Mediator: _____



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Ysayas Ave., Diliman, Quezon City
Tel Nos. 8247980, 8247977, 8247971 Telefax: 8247971
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph/nmis2hd@nrcs.ars.net

ADR Form No. 2

ADR Reference No. ____ (mm/dd/y/00)

TO:

Respectfully referring the phoned-in complaint received as matter falls under your jurisdiction. We shall appreciate receiving any information on the action taken.

Thank you.

(Please send back to NMIS information on the action taken to resolve the grievance)

Commodity	Nature of complaint	Respondent's name and address	Complainant's name and address	Action requested	Action taken (by LGU)

Prepared by:

Noted:

NMIS ADR Secretariat

ATTY. JANE C. BACAYO, DVM, MPA
OIC-Office the Executive Director



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
Visayas Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247973
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph

ADR Form No. 3
ADR Reference No. mm-dd-yy-00

CERTIFICATION OF NON-FORUM SHOPPING

I, _____, of legal age, certify that

1. I prepared the foregoing complaint;
2. I have not commenced any other action or proceeding involving the same issues in any judicial, quasi-judicial, and administrative bodies.
5. To the best of my knowledge and belief, no such action or proceeding is pending in any judicial, quasi-judicial, and administrative bodies.

Signature over printed name
Complainant



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Visayas Ave., Diliman, Quezon City
Tel Nos. 9247990, 9247977, 9247971 Telefax: 9247977
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph; nmisphi@nmtscapc.net

ADR Form NO. 4a
Reference No. _____

NOTICE OF MEDIATION

This refers to the complaint you filed with this Office against you against _____ with Reference Number _____.

You are hereby requested to be present in an informal conference at the National Meat Inspection Service Main Conference Room, NMIS Building, Visayas Ave., Diliman, Quezon City on:

First Conference	Second Conference	Third Conference

Should you be unable to attend, please send a representative with a Special Power of Attorney indicating an authority to enter into and sign the agreement in your behalf.

For your information and compliance.

ATTY. JANE C. BACAYO, DVM, MPA
Officer in Charge, Office of the Executive Director

(please cut and send to NMIS by facsimile/ e-mail/ personal delivery)

Acknowledgement

(please put checkmark in corresponding box)

- I acknowledge the receipt of Notice of Mediation
 I will attend the scheduled informal conference/s

Signature over printed name



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Visayas Ave., Diliman, Quezon City
Tel Nos: 9247940, 9247977, 9247971 Telefax: 9247971
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph; nmisqib@netcape.net

ADR Form NO. 4b
Reference No. _____

NOTICE OF MEDIATION

This refers to the complaint filed with this Office against you with Reference Number _____.

You are hereby requested to be present in an informal conference at the National Meat Inspection Service Main Conference Room, NMIS Building, Visayas Ave., Diliman, Quezon City on:

First Conference	Second Conference	Third Conference

Should you be unable to attend, please send a representative with a Special Power of Attorney indicating an authority to enter into and sign the agreement in your behalf.

For your information and compliance.

ATTY. JANE C. BACAYO, DVM, MPA
Officer in Charge, Office of the Executive Director

(please cut and send to NMIS by facsimile/ e-mail/ personal delivery)

Acknowledgement

(please put checkmark in corresponding box)

- I acknowledge the receipt of Notice of Mediation
 I will attend the scheduled informal conference/s

Signature over printed name



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Visayas Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247973
Website: emis.da.gov.ph
Email: nmis@da.gov.ph

ADR Form No. 5
ADR Reference No.

**CERTIFICATE OF NON-AGREEMENT TO
MEDIATION DUE TO NON-APPEARANCE**

This is to certify that ADR Case No. _____ titled _____
was referred to a Mediator but the parties refused to submit their case to voluntary mediation.

This certification is issued on ____ of _____, 2010.

Mediator



ADR Form No. 6
ADR Reference No. _____ (mm-dd-yy-00)

AGREEMENT TO MEDIATE

By our signature below, understand, and agree that:

1. Mediation is voluntary, and that we have chosen mediation out of our own free will.
2. By volunteering, we are doing so with the intention of settling our differences with the other party using a collaborative method.
3. The mediation process may be stopped at any point for any reason. Furthermore, if we choose to end the process we may still pursue our case through arbitration and litigation.
4. We are entering mediation in good faith and we shall make our mediation proposals be done in deeply sincere way.
5. If we reach an agreement through the mediation process, we bind ourselves legally to fulfill our commitments.
6. We may return to mediation with the agreement of the other party, should a change in the mediation agreement be needed.
7. We agree not to use any of the information gained in the mediation process against the other party.
8. The mediation process is strictly confidential, and that no part of the discussion with the mediator shall be disclosed without prior approval of the mediator or the pertinent parties.
9. We shall not ask or cause the mediator to testify in court proceedings to disclose any information revealed in mediation.
10. We have the full authority to commit resources to an agreement, which may result from mediation.
11. We shall participate in the mediation process, within thirty (30) calendar days, from the date of the initial mediation session.

COMPLAINANT/S:

For Individual/s:

(Signature over Printed Name)

(Signature over Printed Name)

RESPONDENT/S:

For Individual/s:

(Signature over Printed Name)

(Signature over Printed Name)



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
Visayas Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247973
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph

ADR form No. 7
ADR Reference No: _____

CERTIFICATE OF NON-AGREEMENT TO MEDIATION

This is to certify that the complaint filed under this office with ADR Reference No. _____ was referred to a Mediator but _____ refused to submit his/her case to voluntary mediation.

This certification is issued on _____ of _____ 2010.

Signature over printed name
Mediator

Noted:

Signature over printed Name
Complainant

Signature over printed Name
Respondent



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Visayas Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247978
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph/nmicph@nettscape.net

ADR Form No. 8

ADR Reference No. ____

AGREEMENT

The parties, after a successful mediation, respectfully submit this Agreement in this case with the following terms and conditions:

1. Complainant binds himself/herself to:

1.1

1.2

1.3.

2. Respondent binds himself/herself to:

1.1

1.2

1.3

The parties have voluntary, freely and knowingly entered into this agreement and requested that this Agreement be approved without prejudice.

In witness hereof, the parties hereunto affixed their hands this _____
_____ at the National Meat Inspection Service, Visayas Avenue, Diliman,
Quezon City.

Signature over Printed Name
Complainant

Signature over Printed Name
Respondent

Approved/Attested

Mediator



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
Visayas Ave., Diliman, Quezon City
Tel Nos. 9247940, 9247977, 9247971 Telsfax 9247973
Website: nmis.da.gov.ph

ADR Form No. 9

ADR Reference no. mm-dd-yy-00

NON-SETTLEMENT (FAILED MEDIATION)

This is to certify that ADR Case No. _____ titled
"_____" was referred to a Mediator and the parties agreed to
submit their case to voluntary mediation. In the course thereof, however, the mediation failed
due to the following reason/s:

1.

2.

This certification is issued on _____ of _____, 2010.

Mediator



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE

Vinuya Ave., Diliman, Quezon City
Tel Nos. 9247980, 9247977, 9247971 Telefax: 9247973
Website: nmis.da.gov.ph
Email: nmis@da.gov.ph

ADR Form No. 10
Reference No. mm-dd-yy-00

MEDIATOR'S REPORT FORM

Name of Parties: _____

ADR Case No.: _____

Outcome of Mediation: _____

Reasons of Parties in case of non-mediation:

Overview Assessment:

Submitted by:

Certified Correct

ADR Secretariat

Mediator