



MEMORANDUM OF AGREEMENT
(Adopt-a-Forest Program)

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (MOA) made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CORDILLERA ADMINISTRATIVE REGION (DENR-CAR)**, through the **PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE- BENGUET (PENRO-BENGUET)** and the **COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE - BAGUIO CITY (CENRO-BAGUIO CITY)**, a government agency duly organized under laws of the Republic of the Philippines with office address at Gibraltar, Baguio City, herein represented by its **REGIONAL EXECUTIVE DIRECTOR RALPH C. PABLO**, and hereinafter referred to as the **"DENR-CAR"**.

AND

The **ENVIRONMENT AND NATURAL RESOURCES OFFICE OF LOCAL GOVERNMENT UNIT OF BENGUET** specifically the **MUNICIPALITY OF TUBA**, a local government unit with office at Poblacion, Tuba, Benguet, represented by its Municipal Mayor, **HON. CLARITA P. SAL-ONGAN**, herein referred to as the **"MUNICIPAL LGU-TUBA"**.

AND

The **BENGUET STATE UNIVERSITY (BSU)**, through the **DEPARTMENT OF BIOLOGY** and **DEPARTMENT OF ENVIRONMENTAL SCIENCE - COLLEGE OF NATURAL SCIENCES** and the **COLLEGE OF FORESTRY**, a public educational institution for higher learning established under the laws of the Republic of the Philippines, with office address at La Trinidad, Benguet represented by its President, **DR. FELIPE SALAING COMILA**, hereinafter referred to as **"BSU"**.

WITNESSETH

WHEREAS, pursuant to Executive Order No. 192 and the Administrative Code of the Philippines, the DENR is the primary government agency responsible for the conservation, management, protection, proper use and sustainable development of the Country's environment and natural resources;

WHEREAS, Executive Order No. 26 declared the National Greening Program (NGP) as a government priority in order to pursue sustainable development for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation, with the DENR as the lead agency;

WHEREAS, in accordance with the provisions of the Local Government Code of 1991 (RA 7160), the LGU shall share with the DENR the responsibility in the sustainable management and development of the forest resources within their territorial jurisdiction;


WHEREAS, DENR-DILG Joint Memorandum Circular No. 98-01 provides for the Manual of Procedures For DENR-DILG-LGU Partnership on Devolved and Other


FELIPE SALAING COMILA
President-BSU

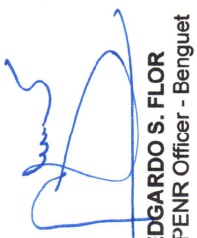

IMELDA O. DEGAY
VPAA - BSU


ROMEO A. GOMEZ, JR.
VPRE - BSU


CLARITA P. SAL-ONGAN
Municipal Mayor - Tuba


JULIUST KOLLIN
BENR Officer


RALPH C. PABLO
Regional Executive Director


EDGARDO S. FLOR
PENR Officer - Benguet



Forest Management Functions and further strengthened by DENR-DILG Joint Memorandum Circular No. 2003-01, wherein, participation of other concerned sectors is encouraged;

WHEREAS, DENR-DILG-DPWH-CSC Joint Memorandum Circular No. 1 dated December 1993, implementing the guidelines for Executive Order (EO) No. 118-Adopt-a Street/Park Program which described the roles of participating agencies and outlined the scheme in the identification, selection and adoption of a street or park to be developed;

WHEREAS, Proclamation No. 643 dated June 2, 2004 enjoins the active participation of all Government Agencies, including Government Owned and Controlled Corporations, Private Sectors, Schools, Civil Society Groups and the citizenry in tree planting activity and declaring the 25th of June as Philippines Arbor Day to be observed throughout the nation by planting trees and ornamental plants, and other forms of relevant activities;

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


I. RESPONSIBILITIES OF THE PARTIES


A. The DENR-CAR through the PENRO-Benguet and CENRO-Baguiog City SHALL:

1. Assist BSU and **BENGUET ENVIRONMENT AND NATURAL RESOURCES OFFICE** and the **MUNICIPAL LGU - TUBA** in formulating and implementing of a nature park management plan;
2. Provide technical assistance in all aspects of plantation development, maintenance and protection; and its development into a nature park for at least five (5) years;
3. Assist in sourcing out forest tree seedlings for the restoration and maintenance activities;
4. Conduct periodic monitoring and evaluation of the project.
5. Allow BSU to make use the adopted area for Instruction, Research and Extension activities.


B. The BENGUET ENVIRONMENT AND NATURAL RESOURCES OFFICE and the MUNICIPAL LGU - TUBA SHALL:


1. Facilitate the formulation and implementation of a nature park management plan;
2. Assist in the replanting/restoration activities on the adopted plantation area;
3. Assist BSU in the maintenance and protection of the plantation and its development into a nature park for at least five (5) years;
4. Assist in sourcing out forest tree seedlings for the establishment and maintenance;
5. Provide transportation and snacks/meals to the participants during the implementation of this agreement;
6. Report to the DENR any individual who may cause destruction or vandalize the seedlings planted;
7. Assist the DENR in the maintenance and protection of the plantation;
8. Allow BSU to make use the adopted area for Instruction, Research and Extension activities; and
9. Hold and save BSU free and harmless from any forms of liability and damages in connection with the performance of the project.



FELIPA SALAING COMILA
 President-BSU



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 VPAA - BSU


ROMEO A. GOMEZ, JR.
 VPRE - BSU


CLARITA P. SAL-ONGAN
 Municipal Mayor - Tuba


JULIUS KOLLIN
 BENR Officer


RALPH C. PABLO
 Regional Executive Director


EDGARDO S. FLOR
 PENR Officer - Benguet



C. **BSU through the Department of Biology and Department of Environmental Science - College of Natural Sciences and the College of Forestry SHALL:**

1. Assist **BENGUET ENVIRONMENT AND NATURAL RESOURCES OFFICE** and the **MUNICIPAL LGU – TUBA** in formulating and implementing a nature park management plan;
2. Assign faculty, staff, and students who shall replant suitable tree species, within the adopted plantation area taking into consideration the adoption of relevant methods, techniques and design for the development within the area of an eco-tourism park within a period of five (5) years;
3. Maintain/restore the adopted plantation area for at least five (5) years through ring weeding, cultivation, replacement of mortalities/replanting and other relevant activities;
4. Prepare the prescribed billboard and install in appropriate location/s within the planting site;
5. Prepare activity designs related to instruction, research and extension and
6. Submit to DENR report on the development of the project to include documentation of planting activities such as photographs and list of participants.

The plantation area adopted by “BSU” at Camp 1 and Camp 4, Tuba, Benguet is indicated in the attached sketch map, which is made as integral part of this agreement.

II. EFFECTIVITY

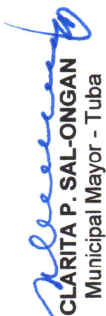
This Agreement shall take effect immediately after signing hereof, and shall be valid for a period of five (5) years thereafter, unless sooner terminated by one party on meritorious ground after issuing a notice of termination to the other parties thirty (30) days prior to the date of termination. Provided that this MOA may also be renewed upon terms and conditions mutually agreeable to both parties.

This Agreement may only be amended by an instrument in writing signed by the respective authorized signatories of the parties. This agreement shall be subject to the confirmation/approval of the appropriate authorities of each party.

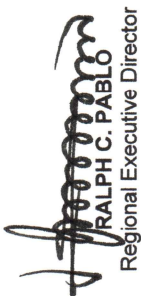

FELIPE SALAING COMILA
 President-BSU


IMELDA O. DEGAY
 VPAA - BSU


ROMEO A. GÓMEZ, JR.
 VPRE - BSU


CLARITA P. SAL-ONGAN
 Municipal Mayor - Tuba


JULIUS KOLLIN
 BENR Officer


RALPH C. PABLO
 Regional Executive Director


EDGARDO S. FLOR
 PENR Officer - Benguet






IN WITNESS WHEREOF, we have hereunto set our hands and affixed our signature this _____ at La Trinidad, Benguet, Philippines.


For the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CAR:

For the LOCAL GOVERNMENT UNIT OF TUBA, BENGUET:


RALPH C. PABLO
 Regional Executive Director


CLARITA P. SAL-ONGAN
 Municipal Mayor


For BENGUET STATE UNIVERSITY:

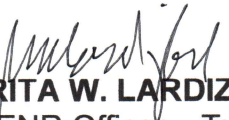

FELIPE SALAING COMILA
 University President

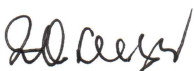
WITNESSES



EDGARDO S. FLOR
 PENR Officer Benguet


JULIUS T. KOLLIN
 BENR Officer


LEANDRO L. DE JESUS
 OIC-CENR Officer-Baguio City


CLARITA W. LARDIZABAL
 MENR Officer – Tuba


IMELDA O. DEGAY
 VPAA- BSU


ROMEO A. GOMEZ, JR.
 VPRE- BSU





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ACKNOWLEDGEMENT

Republic of the Philippines)
LA TRINIDAD, BENGUET)s.s.

Before me, a Notary Public for and in above jurisdiction, on this _____ day of
JUL 06 2022 2022, personally appeared:

NAME	Gov't-issued I.D. type, number, expiry date	CTC number, date and place of issue
FELIPE SALAING COMILA	BSU Employee ID 010169	La Trinidad, Benguet
RALPH C. PABLO	TIN ID No. 467986194	Tuguegarao City
CLARITA P. SAL-ONGAN	CTC No. 01289308	Tuba, Benguet Jan. 3, 2022

Known to me to be the same persons who executed the foregoing instrument and they acknowledge to me the same as their free and voluntary act on the entities they represented.

This MEMORANDUM OF AGREEMENT consisting of five (5) pages including this page whereon this acknowledgement is written, signed by the parties at the left margin of every page hereto together with their instrumental witness.

IN TESTIMONY WHEREOF, I hereunto sign and affix my seal at
LA TRINIDAD, BENGUET, Philippines.

Doc. No. 042
Page No. 010
Book No. XLIV
Series of 2022


ALLAN C. SACPA


Notary Public for and in the Province of Benguet
My Commission expires on 31 December 2022
NC No. 21F-NC-0548:

Attorney's Roll No. 59107; 04-15-11, Manila
PTR No. 7019228; 01-03-2022; Benguet Province
ISPP Lifetime Member No. 011604; 12-12-12; Baguio-Benguet Group
2/F Epiphany Multipurpose Bldg., Km. 5, La Trinidad, Benguet


FELIPE SALAING COMILA
President-BSU


IMELDA O. DEGAY
VPAA - BSU


ROMEO A. GOMEZ, JR.
VPRE - BSU


CLARITA P. SAL-ONGAN
Municipal Mayor - Tuba


JULIUS T. KOLLIN
BENR Officer


RALPH C. PABLO
Regional Executive Director


EDGARDO S. FLOR
PENR Officer - Benguet

MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into on this 15th day of September 2021 by and between:

The **MUNICIPAL GOVERNMENT OF LA TRINIDAD, BENGUET**, a local government unit, duly constituted by virtue of the laws of the Philippines, with office address at Km.5, La Trinidad, Benguet represented by its Municipal Mayor, **HON. ROMEO K. SALDA** referred to as the "**FIRST PARTY**";

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CORDILLERA ADMINISTRATIVE REGION**, a National Government Line Agency duly created and existing by virtue of Executive Order No. 131 s 1987 and Executive Order No. 192 s 1987, herein represented by its Regional Executive Director, **ENGR. RALPH C. PABLO**, with office address at DENR Compound, Gibraltar, Baguio City, herein referred to as "**SECOND PARTY**";

- And -

The **BENGUET STATE UNIVERSITY**, through the Department of Biology and Department of Environmental Science-College of Applied and Natural Sciences, a public educational institution for higher learning, duly organized and existing under the laws of the Philippines, with office address at Balili, La Trinidad, Benguet, represented by its President, **DR. FELIPE SALAING COMILA**, herein referred to as "**THIRD PARTY**";

= Collectively referred to herein as the "Parties" =

WITNESSETH, that:

WHEREAS, the **FIRST PARTY** in a significant effort to ensure the right of its constituents to a balanced ecology as embedded in Section 16 of Republic Act 7160, otherwise known as the Local Government Code of 1991 is exerting all efforts for the conservation of natural resources such as the Communal Forests;

WHEREAS, one of the *basic services and facilities of the* **FIRST PARTY**, as enumerated in Section 17(b) item (2) ii of the Local Government Code of 1991 is, pursuant to national policies and subject to supervision, control and review of the DENR, implementation of community-based forestry projects which include integrated social forestry programs and similar projects; management and control of communal forests xxx and similar forest development projects.

WHEREAS, the **SECOND PARTY** is a National Government Line Agency responsible for the conservation, management, development and proper use of the country's environment and natural resources, particularly forest and grazing lands, mineral resources, including those in reservation and watershed areas, and lands of the public domain, as well as the licensing and regulation of all natural resources as may be provided for by law in order to ensure equitable sharing of the benefits derived therefrom for the welfare of the present and future generations to come;

Handwritten signatures and initials at the bottom of the page, including a large signature on the right and several initials on the left.

WHEREAS, the **THIRD PARTY**, as part of its Corporate Social Responsibility Program, desires to support the government agencies in the conservation of Communal Forests and watershed within the Municipality of La Trinidad;

WHEREAS, the **THIRD PARTY** adopted a portion of the Puguis Communal Forest with an area of **9,500 square meters**;

WHEREAS, the **Parties** acknowledge that environmental protection and enhancement is a shared responsibility of both the private and public sectors which should collaborate, unify, and strengthen efforts towards the sustainable development and conservation of Communal Forests and Watershed situated in the Municipality of La Trinidad;

NOW, THEREFORE, for and in consideration of the foregoing premises and the herein-below provisions, the Parties hereby agree and stipulate the following:

A. GENERAL UNDERTAKINGS

The Parties enter into this **MEMORANDUM OF AGREEMENT** with the objectives of coming up with Projects, Programs and Activities to further enhance the conservation and protection of the Communal Forest and Watersheds within the Municipality of La Trinidad.

B. UNDERTAKING OF THE FIRST PARTY:

1. Conduct joint monitoring activities with the Second Party in relation to the programs and activities initiated by the Third Party;
2. Together with the Second Party, provide technical assistance to the Third Party;
3. Constant monitoring of the area, through the Forest Rangers, in close coordination with the Second Party;
4. Ensure the availability of planting materials to be used during tree planting activities;
5. Ensure that all activities to be rendered within the Communal Forests is in accordance with the existing laws and policies.

C. UNDERTAKING OF THE SECOND PARTY:

1. Make proper recommendations which are duly communicated with the First Party as, regarding the improvement/enhancement of the Co-Management Approach in the management of Communal Forest and Watershed;
2. Monitor jointly with the First Party, the activities spearheaded by the Third Party;
3. Together with the First Party, provide technical assistance to the Third Party.

D. UNDERTAKING OF THE THIRD PARTY:

1. Initiate protection, preservation and development activities within the adopted area such as, but not limited to, tree planting, tree caring/maintenance and establishment of firebreak once a year;

2

2. Initiate the installation of signboard within the adopted area. For uniformity, the dimensions of the signboard will be 3 feet x 4 feet and shall display the following: a) Adopt a Forest Program "This area is adopted by **Epiphany Christian Academy, Inc.** in coordination with the Municipality of La Trinidad; the Department of Environment and Natural Resources; and the Barangay Council of Puguais; b) Name and logo of adopter if available; c) logo of the First Party; d) logo of the Second Party; and e) logo of the host barangay. (Pls. see attached layout for reference)



3. Shall provide their own seedlings materials and other resources during tree planting and tree caring activities;
4. Shall assign personnel/staff to help in tree planting and tree-caring activities initiated by the First Party or the Second Party;
5. To assign personnel/staff to help in any eventualities in the area such as forest fire either man-made or natural; and
6. To submit an accomplishment report every January of each year to the First and Second Party.

E. MISCELLANEOUS.

TERM. This Agreement shall be effective immediately upon its execution and shall remain in force for a period of Five (5) years and may be renewed upon agreement of all parties.

AMENDMENT OF THE AGREEMENT. The Parties herein shall not be precluded from amending this Agreement during the period of its validity upon the request of any of them on such terms and conditions as may be mutually agreed upon. Such modifications must be reduced to writing and signed by all Parties.

MERGER AND SEPARABILITY. The Agreement shall contain the entire agreement and understanding between the Parties with respect to the subject matter herein. The Agreement shall not be modified, amended, nor any part waived, without a fully executed agreement, signed by all Parties. If a court of competent jurisdiction determines any portion of the Agreement to be invalid,

3

H N T K

such portion only shall be severed and the remaining portions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, has signed this Agreement on the date stated above.

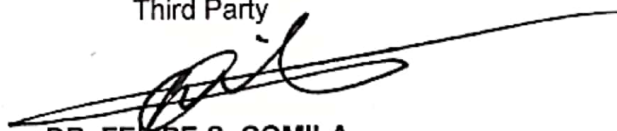
LGU- LA TRINIDAD
First Party


HON. ROMEO K. SALDA
Municipal Mayor

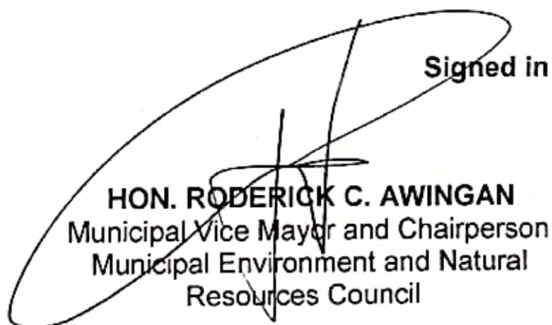
DENR- CAR
Second Party


ENGR. RALPH C. PABLO, DPA, En.P.
Regional Executive Director

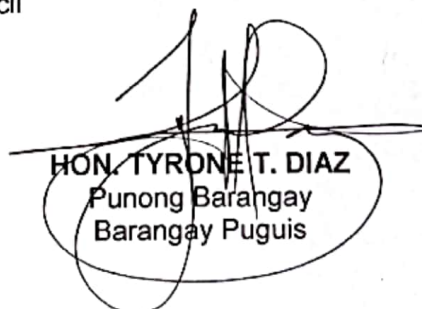
BENGUET STATE UNIVERSITY
Third Party


DR. FELIPE S. COMILA
President

Signed in the presence of:


HON. RODERICK C. AWINGAN
Municipal Vice Mayor and Chairperson
Municipal Environment and Natural
Resources Council


ENGR. LEANDRO DE JESUS
OIC CENR Officer
CENRO-Baguio


HON. TYRONE T. DIAZ
Punong Barangay
Barangay Puguis



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
PROVINCE OF BENGUET
MUNICIPALITY OF LA TRINIDAD

BEFORE ME, a Notary of Public, for and in the Municipality of La Trinidad, Benguet, this ____ day of OCT 14 2021 personally appeared the following persons:

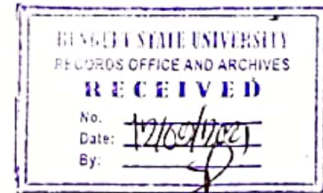
Name	Valid Gov't Issued I.D.	Date and Place Issued
HON. ROMEO K. SALDA	<u>TIN I.D. No. 197759067</u>	<u>01/24/1996, L.T.B.</u>
ENGR. RALPH C. PABLO	<u>TIN I.D. No. 467986194</u>	<u>Tuquegarao City</u>
DR. FELIPE S. COMILA	BSU Employee No. 010169	La Trinidad

Known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT consisting of five (5) pages including this page where the acknowledgement is written and acknowledged that the same is their voluntary act and deed. WITNESS MY HAND AND SEAL at LA TRINIDAD, BENGUET day of OCT 14 2021

Doc. No. 469
Page No. 95
Book No. 33
Series of 2021

NOTARY PUBLIC
VICTOR B. SIMA JR.
Notary Public - Province of Benguet
NPPC No. 20L-MC-0509-Until December 31, 2022
2/F Lumiguay Bldg., JC 179 Rm. 5 Pico, LTB
PTR No. 6488885, January 7, 2021
IBP Lifetime Member No. 017083, Baguio-Benguet
Roll No. 68808
Page No. 132; Book No. 29 May 26, 2017

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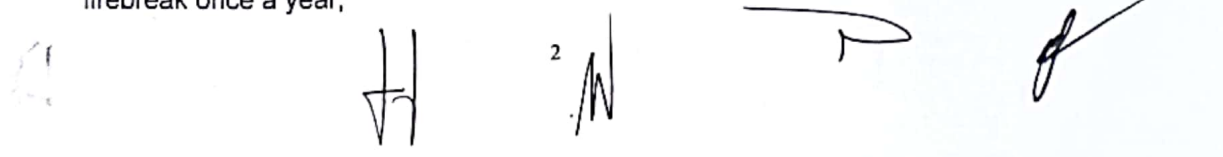
1. Conduct joint monitoring activities with the Second Party in relation to the programs and activities initiated by the Third Party;
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2. Monitor jointly with the First Party, the activities spearheaded by the Third Party;
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D. UNDERTAKING OF THE THIRD PARTY:

1. Initiate protection, preservation and development activities within the adopted area such as, but not limited to, tree planting, tree caring/maintenance and establishment of firebreak once a year;



- Initiate the installation of signboard within the adopted area. For uniformity, the dimensions of the signboard will be 3 feet x 4 feet and shall display the following: a) Adopt a Forest Program "This area is adopted by **Epiphany Christian Academy, Inc.** in coordination with the Municipality of La Trinidad; the Department of Environment and Natural Resources; and the Barangay Council of Puguis; b) Name and logo of adopter if available; c) logo of the First Party; d) logo of the Second Party; and e) logo of the host barangay. (Pls. see attached layout for reference)



- Shall provide their own seedlings materials and other resources during tree planting and tree caring activities;
- Shall assign personnel/staff to help in tree planting and tree-caring activities initiated by the First Party or the Second Party;
- To assign personnel/staff to help in any eventualities in the area such as forest fire either man-made or natural; and
- To submit an accomplishment report every January of each year to the First and Second Party.

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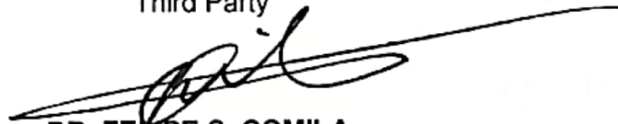
LGU- LA TRINIDAD
First Party


HON. ROMEO K. SALDA
Municipal Mayor

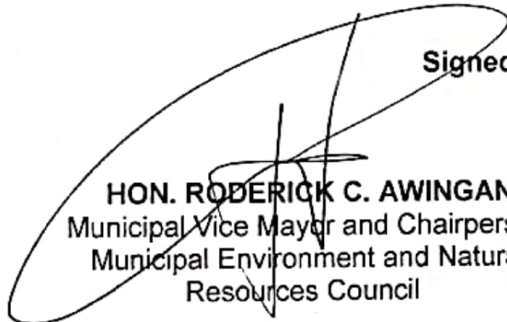
DENR- CAR
Second Party


ENGR. RALPH C. PABLO, DPA, En.P.
Regional Executive Director

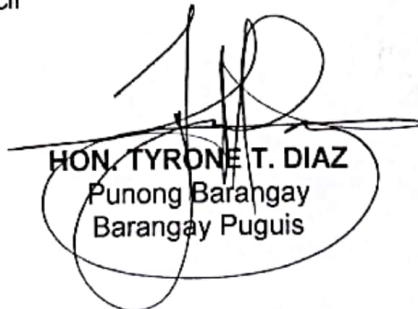
BENGUET STATE UNIVERSITY
Third Party


DR. FELIPE S. COMILA
President

Signed in the presence of:


HON. RODERICK C. AWINGAN
Municipal Vice Mayor and Chairperson
Municipal Environment and Natural
Resources Council


ENGR. LEANDRO DE JESUS
OIC CENR Officer
CENRO-Baguio


HON. TYRONE T. DIAZ
Punong Barangay
Barangay Puguis



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
PROVINCE OF BENGUET
MUNICIPALITY OF LA TRINIDAD

BEFORE ME, a Notary of Public, for and in the Municipality of La Trinidad, Benguet, this _____ day of OCT 14 2021 personally appeared the following persons:

Name	Valid Gov't Issued I.D.	Date and Place Issued
HON. ROMEO K. SALDA	<u>TIN I.D. No. 197759067</u>	<u>01/24/1996, L.T.B.</u>
ENGR. RALPH C. PABLO	<u>TIN I.D. No. 467986194</u>	<u>Tuguegarao City</u>
DR. FELIPE S. COMILA	BSU Employee No. 010169	La Trinidad

Known to me and to me known to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT consisting of five (5) pages including this page where the acknowledgement is written and acknowledged that the same is their voluntary act and deed. WITNESS MY HAND AND SEAL at LA TRINIDAD, BENGUET day of OCT 14 2021

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Book No. 33
Series of 2021

NOTARY PUBLIC
VICTOR B. SIMA JR.
Notary Public - Province of Benguet
NPPE No. 20L-NC-0509-Until December 31, 2022
2/A Lumina Bldg., IC 179 Km. 5 Pico, LTB
PTR No. 6488885, January 7, 2021
IBP Lifetime Member No. 017083, Baguio-Benguet
Roll No. 68885
Page No. 132; Book No. 29 May 26, 2017