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**Allocation and Tenure
Instruments on
Forest Lands**

A Source Book



Published in July 2004 by:

The Philippine Environmental Governance Program
Department of Environment and Natural Resources, Manila

with technical and production support from:

The Philippine Environmental Governance Project

Produced by the Department of Environment and Natural Resources-United States Agency for International Development's (DENR-USAID) Philippine Environment Governance (EcoGov) Project through the assistance of the USAID under Contract Number PCE-1-00-99-00002-00. The views expressed and opinions contained in this publication are those of the authors and are not intended as statements of policy of USAID or the authors' parent organization.

Contents

Foreword	iii
List of Acronyms	v
I. Introduction	1
II. Constitutional Bases for the Exploration, Development and Utilization of Forest Resources	2
III. Authority/Source of Power in Allocation of Forest Lands	3
IV. Agencies Tasked with Forest and Natural Resources Management	7
V. Allocation/Tenure Instruments	10
VI. Licenses and Permits Issued for the Utilization of Forest Resources	18
VII. Agreements and Permits Involving Forest Resources in Private Lands	21
Annexes	

FOREWORD

Over the last 30 years, the Department of Environment and Natural Resources (DENR) has developed and issued many types of tenure and allocation instruments and permits regarding the use of forests and forest lands. These instruments were in response to the increasing need to address property rights to effectively protect and manage forests and forest lands. Accordingly, DENR has either caused the issuance or directly issued allocation or tenure instruments to various stakeholders such as the private sector, government agencies, communities and others.

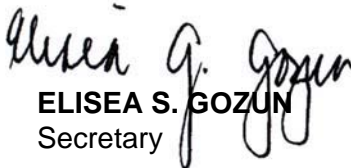
Through time, however, modifications to these instruments and procedures were made, leaving many of the intended beneficiaries unaware of the changes; while those who may have heard of them do not really know what these changes are for and how they would affect them. In many cases, information on various tenure and allocation instruments—may they be old, modified or new—in public forests and forest lands had been fragmented and scanty making it difficult even for the DENR personnel at the community level to share and disseminate complete information to different stakeholders.

As the DENR pushes for a stronger partnership with local governments, people's organizations (POs), private sector and other government agencies in the protection and management of the country's forests and forest lands, there is a need for DENR personnel, especially those in the field, to re-acquaint themselves with the different allocation and tenure instruments. A ready material such as this Source Book would be a great help in making them more responsive to the local needs.

This *Allocation and Tenure Instruments on Forest Lands: A Source Book* is a fine example of what is needed in the field. It highlights the features of several instruments, talks about licenses and permits, provides sample instruments and is even accompanied by a compact disc that contains the sample instruments and most of the laws and policies discussed in the Source Book.

While this publication can be accessed by the general public, it would be extremely useful for DENR field personnel in serving the information needs of the local governments, POs, the private sector, other organized groups or entities and concerned individuals interested in working with the DENR in managing the country's forests and forest lands.

This Source Book has been a product of the close collaboration between the DENR and the Philippine Environmental Governance Project, which is assisted by the United States Agency for International Development.


ELISEA S. GOZUN
Secretary

LIST OF ACRONYMS

A&D	-	Alienable and Disposable
AWP	-	Annual Work Plan
BFD	-	Bureau of Forest Development
CADC	-	Certificate of Ancestral Domain Claim
CADC-CBFMA	-	Certificate of Ancestral Domain Claim-Community Based Forest Management Agreement
CALC	-	Certificate of Ancestral Land Claim
CALC-CBFMA	-	Certificate of Ancestral Land Claim- Community Based Forest Management Agreement
CBFM	-	Community Based Forest Management
CBFMA	-	Community Based Forest Management Agreement
CDMP	-	Comprehensive Development and Management Plan
CENRO	-	Community Environment and Natural Resources Officer
CEP	-	Coastal Environment Program
CFP	-	Community Forestry Program
CITES	-	Convention on International Trade on Endangered Species
CLOA	-	Certificate of Land Ownership Agreement
CNC	-	Certificate of Non-Coverage
CRA	-	Commercial Research Agreement
CRMF	-	Community Resource Management Framework
CSC	-	Certificate of Stewardship Contract
CSTFAL	-	Community Special Task Force on Ancestral Lands
DAI	-	Development Alternatives, Inc.
DAO	-	Department Administrative Order
DENR	-	Department of Environment and Natural Resources
DILG	-	Department of the Interior and Local Government
DTI	-	Department of Trade and Industry
ECC	-	Environment Compliance Certificate
EcoGov	-	Philippine Environmental Governance Project
EIS	-	Environmental Impact Statement
EMB	-	Environmental Management Bureau
ENRC	-	Environment and Natural Resources Council
EO	-	Executive Order
FAO	-	Forestry Administrative Order
FLGMA	-	Forest Land Grazing Management Agreement
FLMA	-	Forest Land Management Agreement
FLMP	-	Forest Land Management Program
FLUP	-	Forest Land Use Plan
FPIC	-	Free and Prior Informed Consent
FSP	-	Forestry Sector Project
IACBGR	-	Inter-Agency Committee on Biological and Genetic Resources
ICCs/IPs	-	Indigenous Cultural Communities/Indigenous Peoples
IEE	-	Initial Environmental Examination
IFMA	-	Integrated Forest Management Agreement
IFP	-	Industrial Forest Plantation
IPAF	-	Integrated Protected Areas Fund

IRMP	-	Integrated Rainforest Management Project
IRR	-	Implementing Rules and Regulations
ISFP	-	Integrated Social Forestry Program
JMC	-	Joint Memorandum Circular
JO	-	Joint Orders
LCMS	-	Log Control and Monitoring Systems
LGU	-	Local Government Unit
LIUCP	-	Low Income Upland Communities Project
LOI	-	Letter of Instruction
MC	-	Memorandum Circular
MENRO	-	Municipal Environment and Natural Resources Officer
MFPC	-	Multi-Sectoral Forest Protection Committee
MOA	-	Memorandum of Agreement
MOU	-	Memorandum of Understanding
NCIP	-	National Commission on Indigenous Peoples
NIPAS	-	National Integrated Protected Areas System
OMFPL	-	Ordinary Minor Forest Products License
OP	-	Operations Plan
PA	-	Protected Area
PACBRMA	-	Protected Area Community-Based Resource Management Agreement
PAMB	-	Protected Area Management Board
PASU	-	Protected Area Superintendent
PAWB	-	Protected Areas and Wildlife Bureau
PCSD	-	Palawan Council for Sustainable Development
PD	-	Presidential Decree
PENRO	-	Provincial Environment and Natural Resources Officer
PFDA	-	Private Forest Development Agreement
PLTP	-	Private Land Timber Permit
PMO	-	Project Management Office
PPDO	-	Provincial Planning and Development Officer
PO	-	People's Organization
RA	-	Republic Act
RCC	-	Rattan Cutting Contract
RED	-	Regional Executive Director
RRMP	-	Regional Resources Management Project
SC	-	Steering Committee
SEP	-	Strategic Environmental Plan
SIFMA	-	Socialized Industrial Forest Management Agreement
SIFP	-	Socialized Industrial Forest Plantation
SPLTP	-	Special Private Land Timber Permit
TLA	-	Timber License Agreement
UDP	-	Upland Development Program
UNCBD	-	United Nations Convention on Biological Diversity
UP	-	University of the Philippines
UPLB	-	University of the Philippines - Los Baños
USAID	-	United States Agency for International Development
WCPB	-	Wildlife Collector's Permit for Breeding
WFP	-	Wildlife Farm Permit
WRP	-	Wood Recovery Permit

Allocation and Tenure Instruments on Forest Lands: A Source Book

I. INTRODUCTION

This Source Book, prepared by the Philippine Environmental Governance (EcoGov) Project in collaboration with the Department of Environment and Natural Resources (DENR), is intended to serve as a reference material to help DENR field personnel in guiding communities, investors, local government units (LGUs), private persons and other organizations and individuals desiring to apply for tenure instruments on forest lands.

It covers all existing tenure and allocation agreements for the management and use of forest resources in forest lands. Agreements generally refer to long-term tenure instruments in forest lands with right of occupation. This material also features information on permits and licenses, which are generally short-term instruments where the holder is given the privilege to conduct developmental activities within the forest lands but without right of occupation.

Each agreement and instrument is briefly described. Sample specimen of the various permits and instruments are provided so that the reader would know how they look like.

This Source Book hopes to elevate the level of *transparency* in the system of allocating tenure and access rights to upland resources in the Philippines by facilitating access to this information, especially by the local stakeholders including local governments. It improves *accountability* as the public is properly guided as to the functions and responsibilities of concerned agencies and offices and tenure holders. Also, it encourages *participation* as the issuance of the instrument provides for participatory decision-making among the DENR, LGUs and other stakeholders.

Having more knowledge about tenures and permits will help DENR field personnel become more responsive, efficient and effective in the delivery of this service. It will also help enhance the awareness of LGUs and their constituents on opportunities for developing resources in forest lands within their jurisdictions .

The details of each instrument presented are found in the relevant laws and regulations contained in the accompanying compact disc. The reader is advised to refer to the complete version of the laws or rules to gain a better appreciation of the process, requirements and regulations involved. Assistance may also be sought from the agency or office responsible for issuing the instrument.



II. CONSTITUTIONAL BASES FOR THE EXPLORATION, DEVELOPMENT AND UTILIZATION OF FOREST RESOURCES

The use and disposition of forest resources in the country are governed by two Constitutional provisions. These are as follows:

- **All natural resources are owned by the State. This is the so called *Regalian Doctrine*.**

The pertinent provision in the Constitution reads:

“All lands of the public domain, water, minerals, coal, petroleum and other mineral oils, all forces of potential energy, fisheries, forests or timber, wildlife, flora and fauna, and other natural resources are owned by the State. The exploration, development and utilization of natural resources shall be under the full control of the State.” (Article XII, Sec. 2; 1987 Philippine Constitution)

- **There are four modes by which natural resources may be explored, developed and utilized.**

These are:

- a) directly by the State; or
- b) through co-production;
- c) joint venture;
- d) or production sharing agreements.

“The exploration, development, and utilization of natural resources shall be under the full control of the State. The State may directly undertake such activities, or it may enter into co-production, joint venture, or production sharing agreements with Filipino citizens, or corporations or associations at least 60% of whose capital is owned by such citizens.” (Article XII, Sec. 2; 1987 Philippine Constitution)



III. AUTHORITY/SOURCE OF POWER IN ALLOCATION OF FOREST LANDS

In the Philippines, the power to allocate lands is vested in the following authorities:

A. Congress

By its lawmaking powers, Congress can enact laws to establish certain areas as forest lands and national parks. In fact, Article XII, Sec. 4 states that:

“Congress shall as soon as possible, determine by law the specific limits of forest lands and national parks, marking clearly their boundaries on the ground. Thereafter, such forest lands and national parks shall be conserved and may not be increased nor diminished, except by law.”

Under Republic Act (RA) 7586 or the National Integrated Protected Areas System (NIPAS) Act, the establishment of protected areas has to be through an act of Congress.

RA 6967, vesting jurisdiction of Mt. Makiling to the University of the Philippines Los Baños (UPLB), is an example of using the Congressional power in the allocation of forest lands and national parks.

B. President of the Philippines

This takes the form of Presidential issuances or proclamations, such as declaring certain forest areas and forest lands as forest reserves or military/civil/mineral reservations.

C. DENR

The DENR is the primary government agency tasked with natural resources and forest management. This is contained in Executive Order (EO) No. 192, Series of 1987. Section 4 of the EO states:

“The Department (DENR) shall be the primary government agency responsible for the conservation, management, development, and proper use of the country’s environment and natural resources, specifically 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 by law, in order to ensure equitable sharing of the benefits derived therefrom for the welfare of the present and future generations of Filipinos.”



D. Local Government Units

RA 7160, otherwise known as the Local Government Code of 1991, states that LGUs shall share with the national government (DENR) the responsibility of maintaining ecological balance within their respective jurisdictions. The Local Government Code has further devolved certain forest management functions to the LGUs pursuant to national policies and subject to supervision, control and review of the DENR.

When the forestry functions, as mandated under RA 7160, shall have been devolved to local governments, the LGUs will likewise be exercising allocation functions over devolved areas, subject to sustainable forest management plans prepared in coordination with the DENR, and jointly monitored by these agencies.

E. DENR and LGU through Joint Orders/Joint Memoranda of Agreement

Pursuant to the Local Government Code, the DENR and the Department of the Interior and Local Government (DILG) have come up with Joint Memorandum Circulars (JMC), namely, DENR-DILG JMC 98-01 and DENR-DILG JMC 2003-01 setting the mechanism for the devolution and partnership. Under these JMCs, the DENR and the LGUs can come up with Joint Orders or Memoranda of Agreement (MOA) for the co-management of certain forest areas.

JMC 2003-01 reiterates LGU participation in the issuance of tenure instruments and permits. It states that before DENR can issue tenure instruments and permits, the application must first be submitted for comments to the concerned LGUs which shall have 15 days to act on the application. If the tenure instrument or permit is issued without the LGU's comments, activities in the forest area shall be suspended until such time that the LGU's comments are received.

F. National Commission on Indigenous Peoples (NCIP)

Under RA 8371, otherwise known as the Indigenous People's Rights Act of 1997, indigenous peoples can now obtain titles to their ancestral domains and lands through the Certificate of Ancestral Domain Title (CADT) and Certificate of Ancestral Land Title (CALT). Ancestral domains and lands are all areas generally belonging to the Indigenous Cultural Communities/Indigenous Peoples (ICCs/IPs), owned, occupied or possessed by themselves or through their ancestors, communally or individually since time immemorial.

Lands within ancestral domains shall include, but not limited to: ancestral lands, forests, pasture lands, residential lands, agricultural lands, hunting grounds, worship areas, lands no longer occupied by the ICCs/IPs but from which they traditionally had access for their subsistence and traditional activities, home ranges of ICCs/IPs who are still nomadic and shifting cultivators, and other lands individually owned, whether alienable and disposable or otherwise.



The agency, which is tasked to carry out the policies set forth in the law, is the National Commission on Indigenous Peoples (NCIP). When CADTs or CALTs are issued, the management of the areas should take into consideration environmental concerns. The pertinent provisions of the law read:

“Section 38. National Commission on Indigenous Cultural Communities/Indigenous Peoples (NCIP) – to carry out the policies herein set forth, there shall be created the National Commission on ICCs / IPs (NCIP), which shall be the primary government agency responsible for the formulation and implementation of policies, plans and programs to promote and protect the rights and well-being of the ICCs/IPs and the recognition of their ancestral domains as well as their rights thereto.”

“Sec. 44. To accomplish its mandate, the NCIP shall have the following powers, jurisdiction and functions: xxx

(e) To issue certificate of ancestral land / domain title. xxx”

“Sec. 57. Natural Resources within Ancestral Domain – the ICCs/IPs shall have priority rights in the harvesting, extraction, development, exploitation of any natural resources within the ancestral domains. A non-member of the ICCs/IPs concerned may be allowed to take part in the development and utilization of the natural resources for a period of not exceeding twenty-five (25) years renewable for not more twenty-five (25) years: Provided, that a formal written agreement is entered into with the ICCs/IPs concerned or that the community, pursuant to its own decision making process, has agreed to allow such operation: Provided, finally, that the NCIP may exercise visitorial powers and take appropriate action to safeguard the rights of the ICCs/IPs under the same contract.”

“Sec. 58. Environmental Considerations. Ancestral domains or portions thereof, which are found to be necessary for critical watersheds, mangroves, wildlife sanctuaries, wilderness, protected areas, forest cover, or reforestation as determined by appropriate agencies with the full participation of the ICCs/IPs concerned shall be maintained, managed and developed for such purposes. The ICCs/IPs concerned shall be given the responsibility to maintain, develop, protect, and conserve such areas with the full and effective assistance of government agencies. Should the ICCs/IPs decide to transfer the responsibility over the areas, said decision must be made in writing. The consent of the ICCs/IPs should be arrived at in accordance with its customary laws without prejudice to the basic requirements of existing laws on free and prior informed consent: Provided, the transfer shall be temporary and will ultimately revert to the ICCs/IPs in accordance with a program for technology transfer: Provided, further, that no ICCs/IPs shall be displaced or relocated for the purpose enumerated under this section without the written consent of the specific persons authorized to give consent.”



In summary:

Authority/Source of Power in the Land Use Allocation of Forest Lands	
Authority	Use Rights
Legislation	Forest Lands, Protected Areas, Reservations
Executive Orders/ Presidential Proclamations	Protected Areas, Reservation
DENR Administrative Orders	Tenure Instruments
Joint Orders/ Memoranda of Agreement	Co-Management
LGU Ordinances	In devolved areas
NCIP	In forest areas which are considered ancestral domains and ancestral lands (subject to environmental considerations)



IV. AGENCIES TASKED WITH FOREST AND NATURAL RESOURCES MANAGEMENT

The following agencies are given the responsibility to manage the Philippine forest and natural resources:

A. Department of Environment and Natural Resources (DENR)

As mentioned earlier, the DENR is the primary government agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources.

B. Local Governments

The Local Government Code of 1991 gives LGUs the mandate and responsibility for managing and maintaining the ecological balance within their territories. The pertinent provision reads as follows:

“Local Government Units shall share with the national government the responsibility in the management and maintenance of ecological balance within their territorial jurisdiction, subject to the provisions of this Code and national policies.”[Sec. 3 (i), RA 7160]

As mentioned above, certain forest management functions have been devolved to local governments under the Code. The following are the devolved functions:

Table 1. List of Functions Devolved to Local Government Units

Provinces [Sec. 17, (3) (iii)]	Municipalities [Sec. 17, (2) (ii)]	Cities [Sec. 17, (4)]
Forest Protection in community forestry projects	Community-based forestry projects which include integrated social forestry programs and similar projects	All forest management functions and activities that have been devolved to provinces and municipalities
Pollution control law	Management and control of communal forests with an area not exceeding 50 square kilometers	
Small scale mining law	Establishment of tree parks, greenbelts and similar development projects	
Mini-hydro electric projects for local purposes		
Other laws on the protection of the environment		



C. Palawan Council for Sustainable Development (PCSD) with Respect to the Province of Palawan

To ensure the sustainable development of Palawan's natural resources, RA 7611 (1992) or the Strategic Environmental Plan for Palawan Act was passed. Sec. 16 of said law states:

“Sec. 16. Palawan Council for Sustainable Development- The governance, implementation and policy direction of the Strategic Environmental Plan shall be exercised by the herein created Palawan Council for Sustainable Development (PCSD), hereinafter referred to as the Council which shall be under the Office of the President. It shall be composed of the members of the House of Representatives representing the Province of Palawan, the Deputy Director General of the National Economic and Development Authority, the Undersecretary of the Department of Environment and Natural Resources, the Undersecretary for Special Concerns of the Department of Agriculture, the Governor of Palawan, the Mayor of Puerto Princesa City, the President of the Mayors' League of Palawan, the President of the Provincial Chapter of the Liga ng mga Barangay, the Executive Director of the Palawan Council for Sustainable Development Staff as provided for in Section 20 of this Act, and such other members, from the public or private sectors as the majority of the Council may deem necessary...”

D. UP Los Baños with Respect to Mt. Makiling

The management of Mt. Makiling in the province of Laguna is vested in UP Los Baños by virtue of RA 6967. The pertinent provisions read:

“Sec. 1. The entire forest reserve at Mt. Makiling in Laguna, ceded, transferred and conveyed to the University of the Philippines pursuant to RA 3523 shall be administered and conserved primarily as a training laboratory for the advancement of scientific and technical knowledge particularly in the preservation, conservation and development of our forest, flora and fauna and natural resources.”

“Sec. 2. The exclusive jurisdiction, administration and complete control of said forest reserve are hereby vested in the University of the Philippines in Los Baños.”

E. Department of Energy

The Department of Energy, through the National Power Corporation, has jurisdiction over some watershed areas in the country. These watershed areas are Tiwi Geothermal, Tongonan and Palimpinon.

Sec. 2 of PD 1515 as amended by PD 1749 reads:

“Sec. 2. In relation to Sec. 1, the Ministry of Energy through the National Power Corporation shall be responsible for the management, protection, development and rehabilitation of the aforementioned watershed areas, x x x Provided, that said areas, pursuant to LOI 917 shall not be the subject of exploitation of whatever nature.”



F. Other Agencies

There are also forest areas and reservations being managed by other agencies pursuant to other laws, proclamations, executive orders and joint agreements. One example is the MOA between the DENR and the Philippine National Oil Company, a government corporation, which has made a commitment to help protect and develop certain watershed areas for sustenance of geothermal energy projects and has been tasked, among others, to rehabilitate all areas within its jurisdiction affected by geothermal operations. Other examples include civil and military reservations, such as the Higaonon Civil Reservation in Agusan del Sur and Fort Magsaysay in Nueva Ecija.



V. ALLOCATION/TENURE INSTRUMENTS

A. In Production Forest Lands

Production forest lands are those where sustainable timber extraction is allowed.

The existing allocation and tenure instruments related to the access and utilization of forest resources in production forest lands are categorized in this Source Book into three:

- 1) Those involving communities,
- 2) Those involving the private sector and
- 3) Those involving LGUs.

The sub-categories of various instruments under these broad classifications are as follows:

1. *Involving Communities*

The tenure instruments developed for communities are:

- **Community Based Forest Management Agreement (CBFMA)**

Community-Based Forest Management (CBFM) is the national strategy for sustainable development of the country's forest resources. This is contained in EO No. 263 Series of 1995. The rules and regulations for the implementation of CBFM Program are covered under DENR Administrative Order (DAO) No. 96-29 and DAO 2003-11.

CBFMA is the primary tenure instrument issued under the CBFM Program.

A CBFMA is a production sharing agreement entered into between a community and the government for the purpose of developing, utilizing, managing and conserving a specific portion of the forest lands (which include mangrove areas), consistent with the principles of sustainable development and pursuant to a Community Resource Management Framework (CRMF). The CBFMA has a duration of 25 years renewable for another 25 years. All CBFMAs shall be endorsed individually or jointly by the concerned legislative councils of the barangay, municipal, and provincial LGUs, depending on the jurisdiction and coverage of the area. People's organizations (POs) can opt to enter into business contracts with private

Under DENR DAO 96-29, the CBFM program has integrated and unified all people-oriented forestry programs of the government including the Forest Land Management Program (FLMP), Community Forestry Program (CFP), Integrated Social Forestry Program (ISFP), Low Income Upland Communities Project (LIUCP), Upland Development Program (UDP), Regional Resources Management Project (RRMP), Integrated Rainforest Management Project (IRMP), Forestry Sector Project (FSP), Coastal Environment Program (CEP) and Recognition of Ancestral Domains/Claims.



investors to help them develop the awarded area. The DENR, as part of their commitments under the CBFMA, can help facilitate this linkage and review the contract to make sure that the POs are not exploited.

The sample instrument of the CBFMA is attached as Annex “A”. The legal bases for its issuance include DENR DAOs 96-29 and 98-45.

- **Certificates of Ancestral Domain Title (CADT)/Certificates of Ancestral Land Title (CALT)**

Under the Indigenous People’s Rights Act of 1997, ICCs/IPs have the right to apply for the issuance of a CADT or a CALT. A CADT pertains to a title issued over ancestral domains; a CALT pertains to a title issued covering individually owned ancestral lands. (See Certificate of Ancestral Domain Claim/Certificate of Ancestral Land Claim, Letter “d” of next section; also, see NCIP, page 4).

Tenure Instruments Issued to Communities Prior to the CBFM Program

There were various tenure instruments that the DENR used to issue to communities before the implementation of the CBFM Program. Some of these still exist as their duration is for 25 years; some have been converted to CBFMAs.

Some of these are briefly discussed below.

- a) **Forest Land Management Agreement (FLMA)**

The government issued FLMAs through the FLMP, which was governed by DENR DAO 23, Series of 1993.

The FLMA replaced the former short-term reforestation contracts as the principal mode for accomplishing the reforestation objectives of the government in collaboration with forest occupants and residents of upland communities.

The program granted participants the sole and exclusive right to occupy, develop and manage specified areas of forest lands, subject to repayable financial assistance from DENR and to harvest, sell and utilize products grown on the land.

- b) **Community Forestry Management Agreement (CFMA)**

The issuance of the CFMA was a feature of the Community Forestry Program (CFP) of the DENR which granted rights to organized communities to manage, develop and utilize forest resources on a sustainable basis. This was governed by DENR DAO 123, Series of 1989 and DENR DAO 22, Series of 1993.



c) Certificate of Stewardship Contract (CSC)

A CSC, now also referred to as Certificate of Stewardship or CS, is a contract entered into by and between an individual forest occupant and the government allowing the former the right to peaceful occupation, possession and sustainable development over a designated area within the CBFM project. The CSC has a duration of 25 years renewable for another 25 years. It shall be awarded to individuals or families actually occupying or tilling portions of forest lands pursuant to Letter of Instruction (LOI) 1260. In case of married people, the CSC shall be awarded in the names of the couple.

Under DENR DAO 96-29, the CSC or CS is to be issued only within established CBFM projects, subject to the allocation and endorsement of the PO.

The CSC or CS was issued under the following programs and projects of the DENR:

Integrated Social Forestry Program (ISFP)

This was a national program launched under LOI 1260 designed to maximize land productivity, enhance ecological stability and improve the socio-economic conditions of forest occupants and communities.

Under the ISF, families are granted CSCs over portions of forest lands.

Low Income Upland Communities Project (LIUCP)

LIUCP is a project undertaken by DENR to restore and sustainably manage the country's upland/ forest resources, and alleviate poverty in rural communities. This was principally governed by DENR DAO 35, Series of 1992.

The sample instrument of a CS is attached as Annex "B".

d) Certificate of Ancestral Domain Claim (CADC)/Certificate of Ancestral Land Claim (CALC)

This is governed by DENR DAO 2, Series of 1993. This is a DENR strategy to recognize the rights of ICCs/IPs to their ancestral domains/lands pursuant to the provisions of the 1987 Constitution mandating the State to protect their right to due process and the rights of ICCs/IPs to their ancestral domains to ensure their economic, social and cultural well-being.



There were two tenure certificates issued by DENR under this program.

- CADC – This is a certificate issued by the DENR to ICCs/IPs declaring, identifying and recognizing their claim to a particular traditional territory which they have possessed and occupied communally or individually, in accordance with their customs and traditions since time immemorial.
- CALC – This is a certificate issued by the DENR to indigenous Filipino individuals, families, or clans, declaring, identifying and recognizing their claim to a particular area they have traditionally possessed, occupied and used by themselves or through their predecessors in interests since time immemorial.

Sample instruments of CADC and CALC are attached as Annexes “C” and “D”, respectively.

With the passage of the Indigenous People’s Rights Act, the issuance by DENR of CADC and CALC was stopped and all the CADC and CALC claims under DAO 2, Series of 1993 have been turned over to the NCIP. ICCs/IPs whose ancestral lands/ domains were officially delineated prior to the enactment of this law may apply for a CADT/CALT without having to repeat the process.

e) Mangrove Stewardship Certificate

Under the Mangrove Stewardship Program, the grantor is issued a Certificate of Stewardship allowing the grantee to plant and/or manage and protect permanent mangrove forest for coastline protection and support of coastal fisheries and to sustainably harvest and enjoy all the produce therefrom. The effectivity of tenure is for 25 years renewable for another 25 years.

The governing policies are PD 705, as amended, and DENR DAO 90-15 and DAO 91-30. Sample instrument is found in Annex “E”.

The cutting of mangrove is not allowed under RA 7161 (An Act Incorporating Certain Sections of the National Internal Revenue Code of 1977, as Amended, to PD 705, as Amended, otherwise known as the “Revised Forestry Code of the Philippines,” and providing Amendments thereto by Increasing the Forest Charges on Timber and other Forest Products).



2. *Involving the Private Sector*

The following tenure instruments are available to interested investors:

- **Integrated Forest Management Agreement (IFMA)**

This is a production-sharing contract entered into by and between the DENR and a qualified applicant wherein the DENR grants to the latter the exclusive right to develop, manage, protect and utilize a specified area of forest land and forest resource therein for a period of 25 years renewable for another 25 years, consistent with the principle of sustainable development and in accordance with an approved Comprehensive Development and Management Plan.

The issuance of IFMA is governed by DENR DAO 99-53 and DAO 2003-21 (issued to amend provisions of DAO 99-53 specifically on the conversion of TLA into IFMA which is not automatic; TLA holders are made to undergo the same procedures as new IFMA applicants). Sample instrument of IFMA is attached as Annex “F”.

- **Socialized Industrial Forest Management Agreement (SIFMA)**

This refers to an agreement entered into by and between a natural and juridical person and the DENR wherein the latter grants to the former the right to develop, utilize and manage a small tract of forest land, consistent with the principles of sustainable development for a period of 25 years, renewable for another 25 years.

Qualified individuals, family, associations or cooperatives are eligible to apply for SIFMAs covering 1 to 500 ha.

This is governed by DENR DAO 96-24. Sample instrument of SIFMA is attached as Annex “G”.

Also under SIFMA, the DENR Secretary under DENR Memorandum Order No. 99-29 authorized DENR employees to enter into a contract of usufruct whereby DENR employees are allowed to establish, protect and maintain tree farms in certain forest lands. The holder is given the right to enjoy the property with the obligation to preserve its form and substance but without right of occupation. Individuals may be granted a maximum area of 5 ha while associations may be granted up to a maximum area of 150 ha. However, DENR DAO 2003-05 stopped the further issuance of usufruct rights to DENR employees.



- **Forest Land Grazing Management Agreement (FLGMA)**

An FLGMA is a production-sharing agreement between a qualified person, association and/or corporation and the government to develop, manage and utilize grazing lands. It is valid for 25 years and renewable for another 25 years. The area that may be covered by an FLGMA shall not be less than 50 ha for an individual holder, and not more than 2,000 ha for an association, cooperative or corporation.

FLGMA is governed by DAO 99-36 and MC 99-26 (Procedural Manual), as amended by DAO 2000-23. The sample instrument is attached as Annex “H”.

- **Foreshore Lease Agreement (FLA)**

This agreement is entered into by and between the DENR Secretary and the applicant for the lease of a certain portion of foreshore land. The lease agreement is for 25 years renewable for another 25 years.

Foreshore lease contract or agreement is governed by Commonwealth Act No. 141 and DAO 99-34. The sample instrument is attached as Annex “I”.

- **Special Land Use Management Agreement (SPLUMA) and Special Land Use Permit (SLUP)**

SPLUMA and SLUP are issued to allow special uses of forest lands or vacant public lands not declared as agricultural pursuant to Section 79 (b) and 1817 of the Revised Administrative Code. These special uses as listed in Bureau of Forest Development (BFD) Administrative Order No. 8-3-41 Series of 1941 include the following: bathing establishment, hotel site, *nipa* plantation, camp site, right-of-way, salt works and fishpond, sanitarium, sawmill site, lumber yard, timber depot, logging camp site, lime and charcoal kiln and other uses.

The SPLUMA is valid for 25 years and can be renewed for another 25 years.

The SLUP is given to an applicant when no improvement is introduced in the area. The validity of the SLUP is 1 year and renewable for another year. An SLUP can be converted into a lease agreement provided substantial improvement or development is introduced in the area and no violations of the terms and conditions of the permit are committed by the permittee.

The other governing policies are provided by: Sec. 57 of PD 705 as amended; DENR DAO 93-66 and DENR DAO 98-24 (Manual of Approvals).



- **Timber License Agreement (TLA)**

Under the 1973 Constitution, the mode of natural resources utilization is either through a license agreement, license, lease or permit.

TLA refers to the privilege granted by the State to a person to utilize forest resources within a forest land with the right of possession and occupation thereof, to the exclusion of others, except the government, but with the corresponding obligation to develop, protect and rehabilitate the same in accordance with the terms and conditions set forth in the said agreement.

TLAs are good for a maximum period of 25 years renewable for another 25 years.

Sample instrument of TLA is attached as Annex “J”.

The government no longer issues TLAs, in adherence to the 1987 Constitution.

3. Involving Local Government Units (LGUs)

- **Communal Forest**

Communal forest refers to a tract of forest land set aside by the DENR Secretary upon recommendation of the concerned LGU for the use of residents of a municipality/ city. Such residents may cut, collect and remove forest products for their personal use in accordance with existing laws and regulations subject to the provision that utilization of resources therein shall be in accordance with sustainable development.

Communal Forest is governed by RA 7160 or the Local Government Code [Sec. 17, (b) (4)] and DENR-DILG JMC Nos. 98-01 and 2003-01.

To date, no communal forest has been assigned by DENR to an LGU.

- **Community Watershed Areas**

These refer to forest lands set aside by the DENR Secretary upon the recommendation of the concerned LGU as sources of water supply for specific local communities subject to the provision that utilization thereof shall be in accordance with sustainable development.

This is also governed by DENR-DILG JMC 98-01 and JMC 2003-01.

There is yet no community watershed that has been assigned by DENR to an LGU.



- **Co-Management Agreement**

These are agreements entered into by the DENR and an LGU for co-management of certain forest areas, consistent with their respective mandates and following the concepts of sustainable forest management.

Under DENR-DILG JMC 98-01 and JMC 2003-01, the DENR may also enter into a MOA with the LGU on forest management projects and functions devolved from DENR to the LGUs.

A sample of co-management agreement is attached as Annex “K”.

B. In Protected Areas

Protection forest lands are those which have been declared as protected areas under RA 7586 (NIPAS Act of 1992).

Timber harvesting as a major activity is not allowed in protection forest lands.

Activities inside protected areas are governed principally by RA 7586 and its Implementing Rules and Regulations (IRR)—DENR DAO 25, Series of 1992; RA 9147 (Wildlife Resources Conservation and Protection Act of 2001); and RA 9072 (National Caves and Cave Resources Management and Protection Act of 2001) and its IRR-DAO 2003-29.

- **Protected Area Community Based Resource Management Agreement (PACBRMA)**

This instrument, which is issued to communities inside protected areas, is similar to the CBFM Agreement issued in production forest lands.

The PACBRMA is governed by DENR DAO 2002-02 which repealed DAO 2000-44. Sample instrument is attached as Annex “L”.



VI. LICENSES AND PERMITS ISSUED FOR THE UTILIZATION OF FOREST RESOURCES

A. In Production Forest Lands

1. *Ordinary Minor Forest Products License (OMFPL)*

This is a license issued by the DENR within a public forest or forested land for the cutting and utilization of any forest products other than timber and rattan.

This is governed by Forestry Administrative Order (FAO) 11, Series of 1970.

2. *Rattan Cutting Contract (RCC)*

This is a license issued by the DENR for the cutting, gathering, utilization, disposition and transport of rattan inside forest lands.

This is governed by DAO 89-61, DMO 88-5, DAO 89-4, DMC 2001-08. The sample permit is attached as Annex "M".

3. *Wood Recovery Permit (WRP)*

The WRP is a permit issued for the orderly recovery and disposition of retrievable wood materials from naturally grown trees found within forest lands, alienable and disposable lands (A&D), private lands and along rivers, streams, oceans and other bodies of water. The retrievable wood materials include abandoned logs, drifted logs, sunken logs, uprooted and fire/typhoon-damaged trees, tree stumps, tops and branches which may be utilized for the manufacture of lumber and other wood products. No WRP is issued in NIPAS areas.

The issuance of this permit is governed by PD 705 (Sec. 68), LOI 1311(1983), BFD AO No. 2-84, DENR DAO 2000-78. Sample permit is attached as Annex "N".

However, on May 7, 2003, the DENR Secretary issued a memorandum indefinitely suspending the issuance of WRP at the national level due to reports of abuses.

4. *Special Tree Cutting Permit*

This permit is provided for the purposes of tree cutting/pruning/thinning/ sanitation and other silvicultural treatments in reforestation areas, cutting of trees affected by development projects or cutting of naturally grown trees along banks of creeks, rivers or streams for public safety.



The policy issuances governing these permits are PD 705, as amended; PD 953 and DAO 98-24. The sample permit is found in Annex “O”.

5. Resource Use Permit

A resource use permit is a resource use right issued to holders of tenure instruments under the CBFM Program who intend to harvest/utilize naturally grown and/or planted forest resources within the production forest for commercial use, provided that they have a CRMF, Annual Work Plan and Resource Use Plan affirmed by the concerned CENRO and an ECC from RED through the Environmental Management Bureau (EMB).

B. In Protected Areas

1. Contracts/MOA/MOU Involving the Use/Development of Facilities/Special Land Uses inside Protected Areas

These are governed by DENR DAO 92-25 and RA 7586. Uses include tourism and installation of communication facilities and electric power lines. Sample instrument is attached as Annex “P”.

2. Gratuitous Permit for Scientific Researches

This is governed by RA 9147 (Wildlife Resource Conservation and Protection Act of 2001). Sample gratuitous permit is attached as Annex “Q”.

3. Permit for Bioprospecting (Commercial Research Agreement)

This is governed by DAO 96-20, EO 247 and RA 9147. Sample permit is attached as Annex “R”.

4. Permits for Export/Import/Re-export (CITES/Non-CITES Permits and Certifications)

These are governed by RA 9147 and sample instrument is attached as Annex “S”.

5. Permit for the Establishment of Wildlife Farm

This permit is provided to a person or groups intending to maintain and operate a wildlife breeding farm facility for commercial or for conservation breeding purposes. The issuance of this permit is governed by Sections 17 and 20 of RA 9147 and EO 192. The sample permit issued for a butterfly farm is found in Annex “T”. The sample permit for the establishment of farms for Philippine monkeys is found in Annex “U”.



6. *Wildlife Collector's Permit for Breeding Purposes*

This permit to collect wildlife for breeding purposes is issued in pursuance of EO 192 and Sections 17 and 20 of RA 9147. Annexes "V" (new application), "W" (renewal of application) and "X" (replacement of unproductive/deceased/over-aged breeders) contain sample permits for commercial breeding purposes.

Conservation breeding of wildlife is also allowed and encouraged. The Protected Areas and Wildlife Bureau (PAWB) normally issues a gratuitous permit after signing an agreement with an organization, institution/PO, etc. for this purpose.

7. *Permit for Energy Resources Surveys*

RA 9147 governs the issuance of permit for energy resources surveys.

8. *Permit for Local Transport of Wildlife*

This is covered by RA 9147; sample instrument is attached as Annex "Y".

9. *Permit for Collection and Removal of Guano and Other Cave Resources*

Covered by RA 9072 (National Caves and Caves Resources Management and Protection Act of 2001) and its IRR (DAO 2003-29). A collection permit has to be secured from PAWB.

10. *Permit for Development and Management of Caves*

Covered by RA 9072 and its IRR (DAO 2003-29), the instrument is in the form of an MOU or MOA between PAWB and the applicant.



VII. AGREEMENTS AND PERMITS INVOLVING FOREST RESOURCES IN PRIVATE LANDS

The following are the available agreements and permits involving the development and utilization of forest resources in forest lands:

A. Private Forest Development Agreement (PFDA)

It is an agreement entered into by and between the DENR and a private land owner or a duly authorized representative for the establishment and development of forest plantation within a private property.

Under the PFDA, incentives are provided to the private landowner. However, in 1999, DENR Memorandum Order No. 99-12, indefinitely suspending the issuance of cutting permit for naturally growing timber species in PFDA areas, was issued.

This is governed by DENR DAO 92-16; sample instrument is attached as Annex “Z”.

B. Private Land Timber Permit (PLTP)

It is a permit issued to landowners for the cutting, gathering and utilization of naturally grown trees in private lands. This is granted to any person, association or corporation who is an owner of a private land covered by either administrative or judicial titles such as Free Patents, Homestead and Sales Patents and Torrens Titles obtained under the Land Registration Act No. 496 or Commonwealth Act 141 or the Public Land Act, Certificate of Land Ownership Award (CLOA) covering certified A&D lands issued to farmer-beneficiaries of the Comprehensive Agrarian Reform Program under RA 6657 (Comprehensive Agrarian Reform Law).

All cutting permit applications shall be issued by the RED for volumes not exceeding 50 cubic meters and the DENR Secretary for volumes of more than 50 cubic meters.

PLTP is governed by DAO 2000-21; sample instrument is attached as Annex “AA”.

C. Special Private Land Timber Permit (SPLTP)

It is a permit issued to a landowner specifically for the cutting, gathering and utilization of premium hardwood species, both planted and naturally grown. The qualification requirements for grantees is similar with PLTP.

All cutting permit applications shall be issued by the RED for volumes not exceeding 10 cubic meters and the DENR Secretary for volumes in excess of 10 cubic meters.



Premium hardwood species include narra, molave, dao, kamagong, ipil, akle, apanit, banuyo, bakuling, betis, bolong-eta, kalantas, lanete, lumbayao, sangilo, supa, teak, tindalo, manggis including Benguet Pine.

This is governed by DAO 2000-21; sample instrument is attached as Annex “BB”.

D. Special Tree Cutting Permit (STCP)

An STCP is also issued by the DENR Secretary for the cutting, gathering and/or utilization of trees within A&D lands especially when public safety or implementation of government projects so require. Special Cutting Permits are also issued by the REDs and CENROs. The policy issuance governing these permits are PD 705, as amended; PD 953 and DAO 98-24 (Manual of Approvals). The sample permit presented in Annex “O” is modified to suit the purpose in A&D lands.



Annexes

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE PENRO/RED/USEC/SEC
(office address)

COMMUNITY-BASED FOREST MANAGEMENT AGREEMENT
(CBFMA) No. _____

OF

(Name of CBFMA Holder)

(Location of Area)

This AGREEMENT, made and entered into by and between: the _____ for and in behalf of the Republic of the Philippines, hereinafter referred to as the DENR, and _____ with residence and postal address at _____, hereinafter referred to as the CBFMA Holder.

WITNESSETH:

WHEREAS, the DENR has the authority and jurisdiction over forest lands to be included in the CBFMA.

WHEREAS, the CBFMA Holder has resolved to enter into a Community-Based Forest Management Agreement over the aforementioned area pursuant to provisions of the DAO;

WHEREAS, the concerned LGUs having joint responsibility with DENR over community-based forest management in accordance to the Local Government Code, endorses this CBFMA

WHEREAS, implementation of the agreement shall include the following components:

- a. forest rehabilitation, including agroforestry;
- b. forest protection;
- c. development of alternative livelihood opportunities not necessarily dependent on forest products;
- d. forest products utilization; and
- e. other activities that may be identified in the future consistent with the Community Resources Management Framework (CRMF) of the area.

WHEREAS, the DENR and the CBFMA Holder have agreed to enter into Community-Based Forest Management Agreement;

NOW THEREFORE, for and in consideration of the foregoing premises, the DENR agrees to devolve to the CBFMA Holder the responsibility for managing _____
(_____) hectares of forest land located at Sitio/s _____, Barangays

_____ ; Municipalities of: _____, Philippines, hereinafter referred to as the CBFMA AREA, the description and boundaries of which are shown in the attached map which forms part of this AGREEMENT.

OBLIGATIONS OF PARTIES

1.0 The DENR shall:

1.1 Protect and ensure exclusive occupation and the use of the forest land covered by this CBFMA and the forest products therein to the community, subject to prevailing laws, rules and regulations and prior rights;

1.2 Provide assistance to the PO as part of the DENR's normal operations, more particularly in the preparation, updating and implementation of the Community Resource Management Framework (CRMF), Resource Use Plans (RUPs) and Annual Work Plans (AWP).

1.3 Deputize qualified PO members as Environment and Natural Resources Officers (ENROs) upon request of the People's Organization pursuant to DAO No. 41, series of 1991 and other pertinent regulations; and

1.4 In case the province is under logging moratorium, exempt the CBFMA area.

2.0 The CBFMA Holder shall:

2.1 Immediately assume responsibility for the protection of the entire forest lands within the CBFMA area against illegal logging and the other unauthorized extraction of forest products, slash and burn agriculture (kaingin), forest and grass land fires, and other forms of forest destruction; and assist DENR in the prosecution of violators of forestry and environmental laws.

2.2 Follow all duly-promulgated laws, rules and regulations pertinent of forest management.

2.3 Prepare and implement CRMF, RUP and Annual Work Plans with assistance from DENR and LGU.

2.4 Formulate and implement benefit sharing schemes among its members.

2.5 Pay the required forest charges and other fees.

3.0 OTHER CONDITIONS

The DENR shall give first priority to the PO in obtaining privilege to extract, utilize and dispose any mineral resource and minor forest product found within the CFMA area, subject to existing laws, rules and regulations.

4.0 DURATION OF CBFMA

This Agreement shall have a term of twenty-five (25) years counted from the date this instrument is notarized and be eligible for renewal thereafter for and additional twenty-five (25) years subject to compliance by the PO with the terms of this Agreement and pertinent laws, rules and regulations.

5.0 RESOLUTION OF DISPUTES

Any disputes among the parties hereto arising from or related to the provisions of this Agreement shall be settled by arbitration, with each party represented by one (1) arbitrator and a third arbitrator

named by the two (2) parties. If it is not possible to settle disputes through arbitration, the dispute shall be submitted for the decision to the appropriate court of law having jurisdiction on the matter.

6.0 TERMINATION AND AMENDMENT OF CBFMA

This CBFMA may be terminated based on the non-performance of the PO or violation of any provision herein stated by any of the parties. Further, this Agreement may be amended and supplemented with conformity of both parties.

7.0 FORCE MAJEURE

If any event of FORCE MAJEURE and other causes such as earthquakes, typhoons, storms, floods, epidemics and other similar phenomenon affecting the performance of the People's Organization, the PO shall give notice to DENR within thirty (30) days after the occurrence, including a statement describing the *force majeure* and its effect upon the PO's ability to perform under the conditions of the CBFMA. The parties shall meet regarding action to be taken within five (5) days after such notice.

8.0 PENALTY CLAUSE

In the event of default in any of the above undertaking by the PO, nothing herein shall preclude the DENR from resorting to such judicial remedies, civil or criminal, to which it may be entitled under existing laws.

NOW THEREFORE, the parties hereto signified their agreement to the foregoing provisions by affixing their signature hereunder on this day of _____, in _____, Republic of the Philippines.

FOR THE DENR:

FOR THE CBFMA HOLDER

CONCURRED BY:

(Barangay Legislative Council)

(Municipal Legislative Council)

(Provincial Legislative Council)

WITNESSES:

CERTIFICATE OF STEWARDSHIP AGREEMENT

This Agreement made and entered into this _____ day of _____, 20__ between the Republic of the Philippines represented by the Secretary of Natural Resources, hereinafter referred to as the GRANTOR and _____, of legal age, Filipino, with postal address at _____ hereinafter referred to as the GRANTEE.

WITNESSETH

WHEREAS, the GRANTEE, is qualified to lease public forest lands under the laws of the Republic of the Philippines and has filed with the Secretary of the Environment and Natural Resources for permission to act as steward and commits himself to stewardship responsibilities for a parcel of land described in the attached map to be hereinafter referred to as “the land”;

WHEREAS, the GRANTOR, after having determined that the GRANTEE is the actual tiller of the land and a resident of the barangay or adjacent barangay of the land, hereby recognizes and considers said GRANTEE as qualified participant in the rehabilitation of denuded forest lands and in the expansion of national productivity. In the case of a married couple, both the husband and wife shall be considered the GRANTEE duly named on the Certificate of Stewardship;

WHEREAS, according to official records on file with the GRANTOR, no adverse claim has been presented nor any objection or opposition has been filed against the application of the GRANTEE;

NOW, THEREFORE, for and in consideration of the foregoing promises, the GRANTOR authorizes the GRANTEE, under this STEWARDSHIP AGREEMENT to develop, manage and administer the land subject to existing forest laws, policies, rules and regulations and the following terms and conditions:

A. EFFECTIVITY AND TENURE

The Agreement shall become effective upon the execution thereof by the parties and shall continue for a period of TWENTY-FIVE (25) YEARS to expire on _____, renewable for another period of TWENTY-FIVE (25) years.

B. RIGHT OF THE GRANTEE

1. The GRANTEE shall have the right to peacefully possess and cultivate the land and enjoy the fruits thereof; to manage and live on the land in accordance with appropriate forest and farm methods and practices; and such other rights as may be granted by law.
2. All income/proceeds derived from the land shall accrue to the GRANTEE.
3. The GRANTEE has the right to nominate their heir to the Stewardship Agreement, subject to the approval of the Secretary or his authorized representative, to facilitate orderly transfer upon the death or incapacity of the original stewards, movement outside of the area by the stewards, and change of vocation of the Certificate of Stewardship holders.
4. Upon expiration of the Stewardship Agreement, the GRANTEE or direct next-of-kin shall have the right of pre-emption to any subsequent Stewardship Agreement covering their allocated land, and when for some reasons the GRANTOR opts to allocate the land for Stewardship, the GRANTEE

shall be entitled to just compensation for permanent improvement introduced therein, including trees that will not be removed.

5. The GRANTEE may avail of assistance provided by other government and non-government organizations.
6. The GRANTEE shall develop their allocated land into productive farm consistent with sound ecological practices.
7. The GRANTEE shall devote at least twenty percent (20%) of the land within the project area to tree farming of suitable species to contribute to ecological stability of the community and country.
8. The GRANTEE is expected to join other stewards of the area in doing the following:
 - 8.1 Delineate project area and conduct parcellary survey as a means to resolve boundary conflict;
 - 8.2 Participate in the preparation of the Project Stewardship Plan and in the establishment of the agroforestry nursery for the land;
 - 8.3 Protect and conserve the forest growth within the project areas and cooperate with the DENR in the protection of forest areas adjacent thereto;
 - 8.4 Preserve monuments and other landmarks indicating corners and outline of boundaries within the project area in the course of implementing the project stewardship plan;
 - 8.5 Prevent and suppress unauthorized fires within the project areas and other areas immediately adjacent thereto;
 - 8.6 Protect and preserve trees or other vegetation within a twenty-meter strip of land along the edge of the normal high waterline, rivers and streams with channel of at least five meters wide bordering or passing through the project area. In case of rivers less than five meters in width, the strip shall be ten meters on each side of the river or creeks;
9. The GRANTEE shall abstain from cutting or harvesting naturally growing trees within and adjacent social forestry areas except when authorized by the DENR in accordance with existing forest regulations and guidelines.

C. RIGHTS AND RESPONSIBILITIES OF THE GRANTOR

1. The GRANTOR reserves the right to regulate the cutting or harvesting of timber crops to ensure proper balance of forest cover on the land.
2. The GRANTOR reserves the right to permit the opening, if public interest requires, of such portions of the land for road right-of-way provided, that the person or entry granted the road right-of-way will pay the GRANTEE just compensation for any damage to permanent improvement and/or growing crops.
3. The GRANTOR or his duly authorized representative shall have free access to that area for purposes of supervision and periodic monitoring and evaluation.
4. The GRANTOR shall extend technical, legal, financial, marketing, credit, extension services and other available support to the GRANTEE.

5. The GRANTOR shall maintain the present legal status of the land and shall not grant to any third parties any privileges or extension thereof to develop, utilize or manage the land during the existence of this Agreement.
6. The GRANTOR shall collect fees for the use of the land under the STEWARDSHIP Agreement.
7. Unless the law provides otherwise, the GRANTOR shall exempt the GRANTEE from payment of forest charges from forest products derived and/or harvested from the project area.

D. GENERAL PROVISIONS

1. The GRANTEE shall not use tenant labor but must till the land himself without prejudice, however, with assistance from his family.
2. The GRANTEE shall not sublease the land or any portion thereof.
3. The GRANTOR and the GRANTEE shall conform with other related laws, rules and regulations that may be promulgated thereafter pursuant to the implementation of the Integrated Social Forestry Program.

E. TERMINATION/CANCELLATION OF STEWARDSHIP AGREEMENT AND COMPENSATION

The GRANTOR shall terminate/cancel the Stewardship Agreement for any of the following causes:

1. When the GRANTEE fails to comply with the terms and conditions of the Agreement one year after being notified of his neglect in writing by the DENR Regional Director;
2. When the GRANTEE willfully used false information to obtain the Agreement;
3. Serious and continued violation of forestry laws, rules and regulations; and
4. When public interest, as determined by the Secretary of Environment and Natural Resources, so demands.

In the event that the Stewardship Agreement is canceled due to conditions (1) to (3), all permanent improvements on the land shall be forfeited in favor of the GRANTOR.

However, in case the cancellation is due to condition (4), the GRANTEE shall be entitled to reimbursement for all permanent improvements introduced on the land, based on the fair market value of such improvement as assessed by the government assessor or disinterested and qualified third party as of the date of cancellation, minus all charges or other obligations accruing to the government, if any. For this purpose, permanent improvements are those which cannot be removed without damages to the land. Temporary improvements, however, shall be removed by the participants within a reasonable period as determined by the DENR in consultation with the participants.

Moreover, when the cancellation is caused by condition (4), the affected program participant, aside from just compensation, shall, whenever practicable, be resettled to other areas, upon the approval of the Secretary or his authorized representative.

The GRANTEE shall participate in the selection of the alternative site.

Upon cancellation of a Certificate of Stewardship, the GRANTEE loses the right to nominate another qualified individual/s or couple to take over his/her stewardship.

This Stewardship Agreement may be pre-terminated by mutual agreement of the contracting parties.

F. RATIFICATION

The GRANTOR shall explain all the provisions of this Agreement to the GRANTEE in the dialect understandable to them prior to signing.

The GRANTOR and the GRANTEE shall sign each page of this Agreement.

This Stewardship Agreement shall form an integral part of the Certificate of Stewardship.

In the case that the Certificate of Stewardship shall be issued to spouses, both husband and wife shall sign this Agreement. In the event the GRANTEE/S does/do not know how to write, he/she/they shall affix his/her/their thumbmarks in the agreement in place of his/her/their signature/s.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this _____ day of ____, 200__, in _____.

By Authority of the Secretary:

GRANTOR

GRANTEE

GRANTEE

WITNESSES

CERTIFICATE OF ANCESTRAL DOMAIN CLAIM

No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the members of the indigenous cultural communities, otherwise known as indigenous peoples of the Philippines live in ancestral lands and domains which they have possessed and occupied since time immemorial;

WHEREAS, Section 22, Article II, Section 5, Article XII and Section 6, Article XIII of the Constitution mandate the State to recognize and protect the rights of the indigenous cultural communities to their ancestral lands and domains, respect and preserve their culture, and ensure their economic and social well-being;

WHEREAS, in consonance with the intent of the above-cited Constitutional provisions, DENR Administrative Order No. 02, Series of 1993 was issued providing rules and regulations for the identification, delineation and recognition of ancestral land and domain claims and for the issuance by the Secretary of the Department of Environment and Natural Resources of Certificate of Ancestral Land or Domain Claim, as the case may be, to any person or community whose claim has been so appropriately identified and delineated.

WHEREAS, to implement the said Administrative Order, DENR Special Order No. 25, Series of 1993 was issued creating a Special Task Force in each Provincial Environment and Natural Resources Office and Community Environment and Natural Resources Office to identify and delineate the ancestral domain and land claims of the indigenous cultural communities;

WHEREAS, the Agta-Tagbaoanon/Agta-Cimarron of Sorsogon has sought identification, delineation and recognition of its ancestral domain claim in respect of an area involving Two Thousand Thirty-Seven (2,037) hectares, more or less, situated in the Municipality of Matnog, Province of Sorsogon.

WHEREAS, the members of the Agta-Tagbaoanon/Agta-Cimarron community understand the scope of its rights and responsibilities as possessors and occupants of the claimed area, as contained in another document hereto marked as ANNEX "A" and made an integral part hereof;

WHEREAS, the said community through its bona fide tribal leaders, whose names appear in a document hereto marked as ANNEX "B", has shown sufficient proof supportive of its claim on the basis of which, the Provincial Special Task Force on Ancestral Domains of Sorsogon has recommended that the claim be recognized and protected as its ancestral domain claim under the concepts and policy guidelines contained in Department Administrative Order No. 02, Series of 1993, the area covered by said claim being more particularly described in the attached approved map hereto marked as ANNEX "C", both Annexes B and C being made integral parts , hereof.

NOW THEREFORE, the Agta-Tagbaoanon/Agta-Cimarron indigenous cultural community is hereby issued this Certificate of Ancestral Domain Claim which identifies and recognizes its claim and which shall serve as a basic document for the perfection of its rights over the area so identified in accordance with the provisions of the Constitution and relevant laws of the Philippines. Hereafter, said community shall manage the claimed territory based primarily on its indigenous knowledge systems and traditional practices. Provided, however, that the management thereof is in consonance with the principles and objectives of sustainable development as reflected in a corresponding Ancestral Domain Management Plan.

WITNESS my hand and the seal of the Republic of the Philippines this _____ day of _____ in the year of our Lord _____ - _____.

Secretary

Recommending Approval:

Undersecretary for
Field Operations

Undersecretary for
Environment and Programs
Development

Undersecretary for
Legal & Legislative and
Attached Agencies

CERTIFICATE OF ANCESTRAL DOMAIN CLAIM
NO. _____

The rights and responsibilities of the claimant and the Department of Environment and Natural Resources (DENR) in respect of the claimed ancestral domain area (the claimed domain) shall be as follows:

I. Rights and Responsibilities of the Ancestral Domain Claimant

A. Rights

1. The right to peacefully occupy, cultivate and utilize the land and all natural resources found within the claimed domain in accordance with existing laws, rules and regulations;
2. The right to benefit and to share the profits from the allocation and utilization of natural resources within the claimed domain;
3. The right to regulate, in coordination with the Local Government Units concerned, the entry of migrant settlers, non-government organizations and other similar entities into the claimed domain;
4. The right to negotiate the terms and conditions for the exploitation of natural resources in the claimed domain for the purpose of ensuring the observance of ecological and environmental protection and conservation measures pursuant to national and customary laws, rules and regulations;
5. The right to actively and collectively participate in the formulation of government projects within the claimed domain;
6. The right to lay claim on adjacent areas of the claimed domain which may, after careful and thorough investigation and evaluation by the DENR, be proven to be in fact part of the claimed domain;
7. The right to access and avail of technical, financial and other forms of assistance provided for by the DENR and other government agencies; and
8. The right to claim ownership of all improvements made by them within the claimed domain.

B. Responsibilities

1. Prepare and implement an Ancestral Domain Management Plan for the claimed domain in accordance with the provisions of Article VI, DAO No. 02, Series of 1993 and in consonance with the principles and objectives of sustainable development and of community-based resource management;
2. Establish and activate indigenous practices and culturally-founded strategies to protect, conserve, and develop natural resources and wildlife sanctuaries in the claimed domain;
3. Restore and preserve and maintain a balanced ecology by protecting flora, fauna, watershed areas, and other forest and mineral resources within the claimed domain;
4. Protect and conserve forest trees and other vegetation naturally growing on the claimed domain especially along rivers, streams and channels; and
5. Preserve the natural features of the claimed domain.

II. Rights and Responsibilities of the DENR

A. Rights

1. The right to regulate the management of the claimed domain and the corresponding natural resources in accordance with existing laws, rules and regulations;
2. The right to have free access to the claimed domain to pursue supervisory functions and to conduct monitoring and evaluation activities; and
3. The right to exercise all other related government functions within the claimed domain which are necessary in the pursuit of sustainable development, equitable access to natural resources, social justice and public interest.

B. Responsibilities

1. Adhere to and promote the policy enunciated under DAO No. 02, Series of 1993 in keeping with the intent and spirit of the pertinent Constitutional provisions protecting the rights of the indigenous peoples to their ancestral lands and domains and their culture;
2. Protect and ensure the rights of possession, occupation and use of the land and natural resources therein by the claimant community subject to prevailing laws and prior rights, if there be any;
3. Assist in the creation of alternative livelihood opportunities for the community;
4. Extend full support to the community in the formulation and periodic updating of their Ancestral Domain Management Plan;
5. Extend financial and technical assistance to the community in the inventory, protection, rehabilitation and development of the natural resources within the claimed domain;
6. Initiate and pursue the ground survey and mapping of the claimed domain;
7. Assist the community in the protection of the claimed ancestral domain from illegal resource extraction activities and environmentally destructive development programs and projects;
8. Provide the community with sustained information dissemination and community organizing services;
9. Ensure that there is free and informed consent by the community in the implementation of development programs and projects; and
10. Provide the community such services which may be deemed necessary in the overall effort to attain sustainable development in the claimed domain.

Secretary
Department of Environment and Natural Resources

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE SECRETARY
QUEZON CITY

CERTIFICATE OF ANCESTRAL LAND CLAIM
No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, it is a declared State policy as provided in Section 5, Article XII and Section 6, Article XIII of the Constitution to protect the rights of the Indigenous Cultural Communities to their ancestral lands and domains to ensure their economic, social and cultural well-being;

WHEREAS, to give life and meaning to these Constitutional provisions, DENR Administrative Order No. 02, series of 1993, was issued prescribing rules and regulations for the identification, delineation and recognition of ancestral land claims for the issuance by the Secretary of the Department of Environment and Natural Resources of a Certificate of Ancestral Land or Domain Claim, as the case may be, to any person or family and/or clan community whose claim has been proven to be genuine and meritorious;

WHEREAS, an application for recognition of ancestral land claims was filed by

_____ covering _____
situated in _____
bounded by _____ on the South West;
by _____ on the South;
by _____ on the North East;
by _____ on the North West;
containing an area of _____ square meters, more or less;

WHEREAS, the results of the evaluation of the application, and the documentary, testimonial and real evidence together with the investigation proved that the applicant(s) is/are the rightful occupants and actual possessor of the land;

WHEREAS, the applicant is aware of his/her/their rights and knows his/her/their responsibilities as occupant and actual possessor of the land subject of the application, which rights and responsibilities are enumerated in a document hereto attached marked as Annex "A" and made an integral part hereof and who agreed to abide by the terms and conditions for the sustainable management of the corresponding natural resources;

WHEREAS, the Community Special Task Force on Ancestral Lands (CSTFAL) of the Community Environment and Natural Resources Office in Baguio City promulgated a resolution dated _____ resolving that the land applied for by _____ who are legitimate and genuine indigenous in the area and whose names are listed in a document consisting of _____ page(s) hereto marked as Annex "B" and made integral part hereof, be recognized as ancestral land, which is more particularly described as follows:

NOW, THEREFORE, subject to existing laws and other applicable rules and regulations, including this certificate and its annexes "A" and "B", is hereby granted this Certificate of Ancestral Land Claim (CALC) for and in behalf of the _____ by virtue of which _____ is/are now recognized as the true and rightful possessor and occupant of the above-

described land, which Certificate shall serve as the basic document for the confirmation of _____ rights over the land.

WITNESS my hand and seal of the Republic of the Philippines this _____ day of _____ in the year of Our Lord, _____.

Secretary
DENR

Recommending Approval:

Chairman
Community Special Task Force
on Ancestral Lands, CENRO-Baguio City

Regional Executive Director
DENR-CAR

Head
Community-Based Forest Management Office

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE SECRETARY
QUEZON CITY

CERTIFICATE OF ANCESTRAL LAND CLAIM

No. _____

TECHNICAL DESCRIPTION:

Lot _____

_____ Name _____

A parcel of land _____, situated at _____, City of _____, Island of _____. Bounded on the _____ along line _____ by Lot _____ on the _____ and _____ along lines _____ by _____. Beginning at a point marked “_” on plan being _____, _____, Thence:

Containing and area of _____ SQUARE METERS, more or less. All points referred to are indicated on the plan and are marked on the ground as follows point 1 by _____ and the rest by _____. Bearing True: Date of Survey on _____, executed by Engineer _____ and was approved on _____.

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE SECRETARY
QUEZON CITY

ANNEX "A"

TO

CERTIFICATE OF ANCESTRAL LAND CLAIM

No. _____

RIGHTS AND RESPONSIBILITIES

A. RIGHTS:

1. The right to peacefully occupy and cultivate the land, and utilize the natural resources therein, subject to existing laws, rules and regulations applicable thereto;
2. The right of the heirs to succeed to the claims subject to existing rules and regulations;
3. The right to exclude from the claim any other person who does not belong to the family or clan;
4. The right to utilize trees and other forest products inside the ancestral land subject to these rules and regulations as well as customary laws;

B. RESPONSIBILITIES:

1. The responsibility to manage and work on the land in accordance with indigenous and other appropriate land uses methods and practices;
2. Effect the parcellary survey of the area being claimed;
3. Protect and conserve the forest growth within the area and cooperate in the protection and conservation of the forest areas adjacent thereto;
4. Preserve monuments and other landmarks indicating corners and outline of boundaries within the area;
5. Prevent and suppress destructive fires within and in the vicinity of the ancestral land claim;
6. Refrain from cutting or harvesting naturally growing trees along rivers, streams and channels.

Secretary
Department of Environment and Natural Resources

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE SECRETARY
QUEZON CITY

ANNEX "B"

TO

CERTIFICATE OF ANCESTRAL LAND CLAIM
No. _____

LIST OF BENEFICIARIES

Secretary
Department of Environment and Natural Resources

MANGROVE STEWARDSHIP AGREEMENT

This Agreement made and entered into this ____ day of _____, 19__ between the Republic of the Philippines Department of Environment and Natural Resources (DENR), hereinafter referred to as the Grantor, and _____ of legal age, Filipino, with postal address at _____, hereinafter referred to as Grantee.

WITNESSETH

WHEREAS, the grantor has jurisdiction and authority over the demarcation, protection, management, disposition, reforestation, occupancy and/or use of public forest resources including mangrove areas;

WHEREAS, a steward is someone who is entrusted with the resources of another for the purpose of exercising stewardship over those resources by providing care, protection and wise management;

WHEREAS, the Grantor will enter into a Stewardship Agreement with the issue of a Certificate of Stewardship covering mangrove areas to qualified individual, communities, associations of cooperative for the purpose of allowing the Grantee to plant and/or manage and protect permanent mangrove forest, to harvest in a sustainable way and enjoy all the produce therefrom, and to benefit others by maintaining that forest for coastline protection and support of coastal fisheries;

WHEREAS, the Grantee is qualified to enter into a Stewardship Agreement under the laws of the Republic of the Philippines and has filed with the _____ of the DENR permission to plant and/or manage and protect mangroves on a parcel of public intertidal forest land, hereinafter referred to as the Stewardship Area;

WHEREAS, the Grantor, after having evaluated the social and economic condition of the Grantee, hereby recognizes, and considers said Grantee as a qualified participant in the management and protection of mangrove areas as part of the national effort to maintain and enhance this essential coastal forest;

WHEREAS, according to official records on file with the Grantor, no adverse claim has been presented nor any objection or opposition has been filed against the application of the Grantee;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Grantor hereby authorizes the Grantee under this Stewardship Agreement to plant and/or manage and protect permanent mangrove forest of the Stewardship Area described in the attached map (Annex 1), in accordance with the Mangrove Stewardship Plan attached hereto (Annex 2), both of which form an integral part of this Agreement, subject to existing forest laws, policies, rules and regulations and to the following terms and conditions:

A. RIGHTS AND RESPONSIBILITIES OF THE GRANTEE

1. The Grantee shall have the sole and exclusive right to peacefully utilize the Stewardship Area and enjoy all the produce therefrom against any and all third parties; PROVIDED, that, the Grantee shall establish and/or manage permanent mangrove forest on the Stewardship Area in accordance with the Mangrove Stewardship Plan attached hereto and employ appropriate mangrove forest management methods and practices; PROVIDED, further, that, the conversion of all or part of the Stewardship Area to a fishpond development, salt works, paddy cultivation or any other activity not authorized in writing by the DENR which results in

the destruction of all or part of the mangrove forest shall not be allowed and shall be cause for immediate cancellation of this Agreement.

2. The Grantee shall successfully implement Phase One of the Mangrove Stewardship plan attached hereto within three years from the execution of this Agreement.
3. The Grantee may receive technical assistance and extension services in the management of the Stewardship Area, including assistance in the procurement of planting materials, harvesting and marketing from the DENR, the Department of Agrarian Reform, the Department of Agriculture and other government or private entities.
4. The Grantee shall not use tenant labor in the Stewardship Area but must undertake development and management himself PROVIDED, however, that assistance from the family an/or neighbors of the Grantee is allowed; PROVIDED further, that, cooperatives, associations or community Grantees may use their members as paid labor to develop the area in accordance with the Mangrove Stewardship Plan.
5. The Grantee shall preserve monuments and other landmarks which indicate corners and boundaries of the Stewardship Area.
6. The Grantee shall prevent unauthorized or unregulated cutting or any other activity destructive to the mangroves on the Stewardship area or on other areas immediately adjacent thereto, shall immediately report such activities to his Barangay Captain and/or nearest DENR representative, and, when necessary, shall actively assist the local DENR in protecting mangrove forest.
7. The Grantee shall prevent the introduction of new infrastructure of any kind (landfill, dwellings, walls wharfs, etc.) unless such infrastructure is specifically authorized in writing by the DENR.
8. In event of death or incapacity of the Grantee or of any other eventuality which prevents the Grantee from fulfilling his/her obligations under this Agreement, the Grantee or nearest kin shall notify the Grantor within sixty (60) days.

B. RIGHTS AND RESPONSIBILITIES OF THE GRANTOR

1. The Grantor shall monitor and evaluate the progress of the Grantee in the implementation of the Mangrove Stewardship Plan, making such mutually agreed revisions in the Plan as may be required and allowed under the implementing guidelines, as well as the compliance by the Grantee with other terms and conditions of the Stewardship Agreement.
2. The Grantor reserves the right to regulate the cutting or harvesting of the mangrove trees and associated species to inquire that adequate forest cover always exist on the Stewardship Area.
3. The Grantor reserves the right to permit the opening, if public interest requires of such portion of the flat as may be required for road or boat right-of-way; PROVIDED, that, the person or entity granted the road or boat right-of-way shall pay the Grantee a reasonable compensation for any damage to improvements.
4. The Grantor reserves the right to remove any existing or future unauthorized infrastructure (landfill, dwellings, walls, wharfs, etc.) from the area.

C. GENERAL PROVISIONS

1. The Grantee must have been living within the project area or adjacent barangay/sitio and must continue to live there to actively perform the activities allowed and indicated in the Mangrove Stewardship Plan.
2. The Grantee shall not be allowed to hold more than one (1) Mangrove Stewardship Agreement at any Plan.
3. The Grantor and the Grantee shall jointly prepare a Mangrove Stewardship Plan for the Stewardship Area in accordance with the implementing guidelines issued by the Grantor for this purpose.
4. The Grantor and the Grantee shall conform with other related laws, rules and regulations that may be promulgated hereafter.
5. No fees, including forest charges, shall be collected for use of the Stewardship Area by the DENR during the first five (5) years of this Agreement; PROVIDED, that, fees may be collected thereafter as determined by the Secretary of the DENR.
6. This Stewardship Agreement is non-transferable; PROVIDED, that in the case of death or incapacity of the Grantee before the expiration of this contract, a qualified heir may assume full responsibility over the Stewardship Area, subject to approval of the Grantor; PROVIDED, further, that, in cases where no qualified heir is willing or able to assume responsibility over the Stewardship Agreement over the Stewardship Area with another qualified party.
7. Upon expiration of this Stewardship Agreement, the Grantee shall have the right or preemption to any subsequent stewardship agreement covering the allocated Stewardship Area or, if for some reason government opts not to reallocate the Area for stewardship, the Grantee shall be entitled to just compensation for mangrove forest management related improvement introduced thereon following the procedure provided below.
8. In the event of the cancellation of this Stewardship Agreement for causes, as defined in Section E, the Grantee shall not be entitled to compensation for improvements introduced on the Stewardship Area; PROVIDED, that, if the Grantor terminates this Agreement for other reasons, the Grantee shall be entitled to a fair compensation for all forest management related improvements introduced therein based on their assessed value as determined by a competent third party on the date of termination minus all charges or other monetary obligations accruing to the government; PROVIDED, further, that when compensation is due, the Grantee may harvest such improvements as can reasonably be removed consistent with applicable mangrove management policies, the value of which shall be deducted from the final compensation.

D. EFFECTIVITY OF TENURE

1. This Stewardship Agreement shall become effective upon execution thereof by the parties and shall continue for a period of TWENTY-FIVE (25) years expiring on _____ renewable for another TWENTY FIVE (25) years.

E. CANCELLATION OF THIS AGREEMENT

1. The following are grounds for the cancellation of this Stewardship Agreement for cause:
 - 1.1 Failure of the Grantee to comply with the terms and conditions hereof within six (6) months after having been noticed in writing of his neglect by the Grantor;
 - 1.2 Conversion of Stewardship Area to a fishpond development, saltworks, paddy cultivation or any other authorized activity which results in the destruction of all or a part of the mangrove forest on the Stewardship Area.
2. The Grantor reserves the right to cancel the agreement when the public interest, as determined by the Secretary of DENR, so demands.

F. RATIFICATION

1. This agreement becomes an integral part of the Certificate of Stewardship.
2. The provisions of this Agreement were fully and clearly explained by the Grantor to the Grantee in a dialect understandable to the Grantee before the Agreement is signed.
3. The Grantor and the Grantee shall sign each page of this Agreement including the Appendices (if the Grantee does not know how to write, he shall affix his thumb mark in the space provided for his signature).

IN WITNESS WHEREOF, the said parties have hereunto set their hands this ____ day of _____, 20__ in _____.

By Authority of the Secretary:

GRANTOR

GRANTEE

WITNESSES:

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

INTEGRATED FOREST MANAGEMENT AGREEMENT
(IFMA) NO. _____

of

(Name of IFMA HOLDER)

(Location of Area)

This **AGREEMENT**, made and entered into by and between the **SECRETARY OF DEPARTMENT OF NATURAL RESOURCES (DENR)** with postal address at Visayas Avenue, Diliman, Quezon City, for and in behalf of the Republic of the Philippines, and _____ as represented by its _____, _____ with postal address at _____, hereinafter referred to as the **IFMA HOLDER**,

WITNESSETH THAT:

WHEREAS, the establishment of Industrial Forest Plantations (IFPs) and the management of natural forests in sustainable basis is encouraged as government policy to promote ecological balance, ensure an adequate supply of timber and non-wood forest products to meet local and foreign demands, and to achieve a more equitable distribution of opportunities, income and wealth through the promotion of the well-being of forest dependent individuals and communities and an expanding productivity from natural resource as keys to raising the quality of life for all;

WHEREAS, private sector investors wish to invest their financial and technical resources to support the government's policies;

WHEREAS, P.D. 705, Executive Order 278 and other related existing laws, rules and regulations place the development and utilization of the country's forest land and/or forest resources under the full control and supervision of the state and allow the state to enter into co-production, joint venture and production sharing agreements with Filipino citizens and corporations;

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

WHEREAS, the **SECRETARY** and the **IFMA HOLDER** desire to enter into this Integrated Forest Management Agreement, hereinafter referred to as IFMA;

NOW, THEREFORE, for and in consideration of the foregoing premises, and by virtue of P.D. No. 705, Executive Order No. 278 and Executive Order 263 which prescribes the interim procedures in the processing and approval of applications for the development or utilization of forest lands and/or forest resources, the **SECRETARY OF ENVIRONMENT AND NATURAL RESOURCES** hereby agrees to devolve to the **IFMA HOLDER** the responsibility for managing _____ (_____) hectares (gross area) of public forest land located at:

Sitio/s : _____
Barangay/s : _____
Municipality/ies : _____
Province/s : _____

Philippines, hereinafter referred to as the **IFMA AREA**, the description and boundaries of which are shown in the attached map which forms part of this **AGREEMENT**. This **IFMA** shall remain in effect for a period of twenty-five (25) years, or until _____.

This **AGREEMENT** shall be for the establishment and management of a plantation of timber and/or non-wood forest products and protection and management of natural forests therein on a sustainable basis subject to the following terms and conditions:

Conditions for IFMA Areas:

1. The **IFMA HOLDER** shall within one (1) year from the date this **AGREEMENT** is entered into and under the supervision of government foresters or other authorized agents of the **SECRETARY**, delineate and mark on the ground the perimeter boundaries of the **IFMA AREA** based on the ground following the Universal Transverse Mercator (UTM) including the conduct of timber inventory at a 5% intensity to determine the extent of natural forest cover and the forest plantation as **TLA** reforestation compliance therein, if applicable. After the final boundary delineation, the boundaries of the **IFMA AREA** shall not be altered or modified, except when public interest demands or in the event that the **IFMA HOLDER** fails to comply with annual plantation establishment targets herein agreed upon by the **SECRETARY** and the **IFMA HOLDER**.

Quezon City, Philippines, _____, 20____.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

2. Inclusion and development of areas within the **IFMA** area that are found to be part of a Certificate of Ancestral Domain (CADC)/Certificate of Ancestral Land Claims (CALC) or those areas which are actually occupied by indigenous peoples (IPs) under a claim of time immemorial; possession shall not be considered as part of the IFMA AREA, **provided**, that such areas may be included where allowed under and in accordance with R.A. 8371, otherwise known as the “**Indigenous People’s Rights Act of 1998**” and its implementing rules and regulations. However, holders of CADCs/CALCs, Community-Based Forest Management Agreements (CBFMAs), or Civil Reservations, may enter into an agreement with the **IFMA HOLDER** for the development of their areas and the utilization of the resources found therein.
3. The **IFMA HOLDER** shall, within one (1) year from the date this **AGREEMENT** is entered into, submit to the **DENR** a Comprehensive Development and Management Plan (CDMP) covering the **IFMA AREA**. The Plan shall contain schedules describing the timing and nature of the **IFP** establishment and management, improvement, protection and utilization of forest products therefrom, environmental protection, infrastructure development and community development arrangements with local communities and households dependent on the **IFMA AREA**. The Plan shall be subject to the approval of the **SECRETARY** and, upon approval, shall form part of this **AGREEMENT**, provided, that not more than every five (5) years from the date this **AGREEMENT** is entered into, the **IFMA HOLDER** shall revise the Plan, if necessary and submit the revision for the review and approval of the **SECRETARY**.
4. The **IFMA HOLDER** shall submit an Initial Environmental Examination (IEE) based on which the **RED** may issue an Environmental Compliance Certificate (ECC) or further require an Environmental Impact Statement (EIS). The IEE and ECC shall be conditions precedent to the approval of the Comprehensive Development and Management Plan.
5. The **IFMA HOLDER** shall implement the mitigation/enhancement measures stipulated in the IEE and comply with all the conditionalities of the ECC.
6. The **IFMA HOLDER** shall manage and protect production residual natural forest in accordance with laws and regulations governing thereto and if authorized in the approved CDMP, harvest and utilize naturally grown trees therein on a sustainable basis and in accordance with the Operations Plans (OP) based on inventory of timber resources at 20% intensity duly approved by the concerned **RED**, **PROVIDED** that should there be old growth (virgin) and protection forest within the IFMA area, same shall be protected and no cutting shall be allowed therein.

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

7. The **IFMA HOLDER** shall plant principally timber-producing species compatible with the ecological and biophysical characteristics of the **IFMA AREA**, but not excluding rubber, *durian* and/or non-wood species such as rattan and bamboo, to support wood-processing facilities and/or to supply wood energy requirements. The **IFMA HOLDER** shall plant on open and denuded land and brushland portions of the **IFMA AREA**, as indicated and in accordance with the schedules set out in the approved CDMP based on the rotation of the timber species that shall be established from the date the CDMP was approved, **provided, further**, that the total plantable area shall be planted in not more than twelve (12) years; provided, **furthermore**, that the survival rate shall be at least 80% of the required stocking density per species.
8. If included in the CDMP, convert the degraded residual natural forest within the IFMA area into a productive state by one or more of the following methods:
- 8.1 Enrichment planting, timber stand improvement and assisted natural regeneration;
 - 8.2 Establishing plantations of rattan or other suitable non-timber species; and/or
 - 8.3 Clearing natural vegetation from degraded residual natural forest and establishing IFP; provided, that:
 - 8.3.1 The timing, location, extent, methods of harvest, expected volume and value of salvaged wood and the environmental impact of any clearing carried out for such conversion shall be stated in the approved CDMP, OP, and IEE;
 - 8.3.2 Buffer strips of natural vegetation at least 50 meters in width, following to the extent possible natural boundaries, between compartments which shall not exceed 100 hectares each, and at least 20 meters on both sides of major rivers or streams shall be subject of enrichment planting or shall be used for rattan or bamboo plantation;
 - 8.3.3 All extraction of commercial timber carried out in connection with conversion of degraded natural forests to IFP shall be indicated in the operations plan approved by the RED and shall be subject to forest charges provided for in RA 7161; and
 - 8.3.4 Planting the entire area cleared shall be undertaken within six (6) months of clearing.

Quezon City, Philippines, _____, 20____.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

9. Manage and protect production residual natural forest in accordance with laws and regulations governing thereto and if authorized in the approved CDMP, harvest and utilize naturally grown trees therein on a sustainable basis and in accordance with the OP duly approved by the concerned **RED, PROVIDED** that should there be old growth (virgin) and protection forest within the IFMA area, same shall be protected and no cutting shall be allowed therein.
10. The **IFMA HOLDER** may develop not more than ten percent (10%) of suitable portions of open and denuded area and brushland within the **IFMA AREA** for permanent agricultural production; provided, that such development is included in the approved Comprehensive Development and Management Plan; and may enter into an agreement with any qualified company to put up processing plants for agricultural crops and forest products subject to the prior approval of the **SECRETARY**.
11. Submit within one (1) year from the date of the award of the IFMA and every five years thereafter to the FMB up-to-date aerial photos or landsat imageries including their interpretation covering the entire IFMA area in consonance with DAO No. 92-17; **provided**, that this condition shall be waived if such airphotos and/or imageries were procured by the DENR, or if the IFMA area has no natural forest, or if the area regardless of vegetative cover is less than 5,000 hectares;
12. The sharing of the profit arising from an IFMA between the holder thereof and the Government shall be negotiated between the said holder and the DENR immediately following the approval of the CDMP and the grant of ECC, taking into consideration, among others, the following cost factors: a) Plantation establishment, protection, management, infrastructure and harvesting costs as well as mitigating measures; b) Fixed and volume of products that shall be harvested and prevailing fair market prices thereof; c) Variation in rates of interest and foreign exchange of financial investment; d) Expenses incurred in indirect activities such as community development, etc.; e) Forest charges and taxes paid; and f) Reasonable margin for profit and risks.
13. The **IFMA HOLDER** shall protect the **IFMA AREA** from forest fires and other forms of forest destruction, as well as from encroachment, and shall place employees or workers under the direction of government foresters or other authorized agents of the **SECRETARY** whenever required for the purpose of controlling forest destruction.

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

14. The **IFMA HOLDER** shall submit to the **DENR** an Annual Report of activities which shall include but will not be limited to: (a) the area of IFP establishment; (b) production, stocking density, marketing, product usage, farm gate prices, payment of rentals and other fees; (c) the maintenance of the boundaries of the **IFMA AREA**; (d) the maintenance ability to prevent, detect and suppress fires and other forms of forest destruction; (e) the protection and management of natural and protection forest, if any, within the **IFMA AREA**; and (f) compliance with the agreements entered into with communities or households dependent on the **IFMA AREA**.
15. The **IFMA HOLDER** shall not unreasonably impede, obstruct, or in any manner prevent passage of authorized lessees, permittees, agreement holders and other persons through the **IFMA AREA**.
16. The **IFMA HOLDER** shall:
 - (a) Give notice of this **AGREEMENT** to all families and communities dependent on the **IFMA AREA**;
 - (b) Prepare, maintain and periodically update a register of all families and communities residing within or dependent on the **IFMA AREA**;
 - (c) Furnish the concerned **CENRO** with a copy of the register, including the periodic updates; and
 - (d) Abide by any conditions prescribed by the **SECRETARY** with respect to abode or livelihood of households and communities living in and/or dependent on the **IFMA AREA**.
17. The **IFMA HOLDER** shall construct permanent structures or roads within the **IFMA AREA** only in accordance with the approved CDMP and upon submission of an IEE/EIS and issuance of an ECC.
18. The **IFMA HOLDER** shall not cut trees, regardless of species, in the **IFMA AREA** growing in areas with slopes of 50% or cover, or within twenty (20) meter-wide strips along the banks along the banks of rivers or streams, or within twenty (20) meters from either side of public roads, or within protection forest. Any such strips or areas that are bereft of trees shall be reforested by the **IFMA HOLDER** who shall protect, maintain, and keep such areas permanently under forest cover.

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines

Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

19. The **IFMA HOLDER** shall reforest open and denuded forestland, brushland, and degraded forest areas along banks of streams with channels less than five (5) meters wide, and shall protect and maintain such areas for ecological purposes.
20. The **IFMA HOLDER** shall protect and conserve unique, rare and endangered trees, palms and wildlife identified as such under existing laws, rules and regulations, that are found within the **IFMA AREA**.
21. The **IFMA HOLDER** shall employ a **registered forester** at least as forest operations manager or at any top-level management position.
22. The **IFMA HOLDER** shall immediately prevent or arrest gully erosions within the **IFMA AREA**.
23. The **IFMA HOLDER** shall not introduce exotic species, which are untested under Philippine conditions into the **IFMA AREA** without prior written clearance from the **DENR SECRETARY**.
24. The **IFMA HOLDER** shall at all times recognize and respect the rights of indigenous cultural communities to their ancestral domains.
25. The **IFMA HOLDER** shall comply with all laws, rules, and regulations protecting workers' rights and promoting community development.
26. In developing the CDMP, the **IFMA HOLDER** shall integrate gender concerns including the equitable participation of women in implementing the CDMP and enjoying the fruits thereof;
27. The **SECRETARY** shall not alter or modify the boundaries or legal status of the **IFMA AREA** once established, except when public interest demands or in the event that the **IFMA HOLDER** fails to comply with the annual plantation establishment targets agreed upon by the **SECRETARY** and **IFMA HOLDER** as described in the schedules in the CDMP.
28. The **SECRETARY** shall, upon request, make available to the **IFMA HOLDER** all information possessed by the **DENR** regarding the land, resources and households and communities within or adjacent to the **IFMA AREA**.

Quezon City, Philippines, _____, 20____.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

29. The **SECRETARY** shall, upon request, make available to the **IFMA HOLDER** any technical information possessed by the **DENR** regarding the establishment and utilization of IFPs.
30. The **SECRETARY** shall, in cooperation with Local Government Units, assist the **IFMA HOLDER** in the development and execution of agreement of agreement with households and communities dependent on the **IFMA AREA**.
31. The **IFMA HOLDER** may contract the services of technical and management consultants/managers to ensure the successful implementation of the project. Further, the **IFMA HOLDER** may encumber the improvements thereof to any lending entity for credit financing with prior approval of the **SECRETARY**.
32. The **SECRETARY** reserves the right to permit, if public interest requires, the opening of portions of the **IFMA AREA** for public rights-of-way, which shall not be more than ten (10) meters wide; **provided** that the person or entity granted such right-of-way shall pay the **IFMA HOLDER** fair compensation for any damage to improvements occasioned by such opening.
33. All trees and other crops planted under this **AGREEMENT**, except for those retained or planted for environmental protection purposes, belong to the **IFMA HOLDER** who shall have the right to harvest, sell, and utilize such trees and crops at the time specified in the approved CDMP. Other than the government allocation system, the **SECRETARY** shall not restrict the **IFMA HOLDER** from exporting logs, lumber and other forest products harvested from plantations in the **IFMA AREA**.
34. The **IFMA HOLDER** may avail of the privileges with corresponding responsibilities under any of the modalities for the development and utilization of natural forests after a forest resources securitization strategy is issued, which could be the basis for the issuance of any of the modalities.
35. Upon the expiration of the **AGREEMENT**, all permanent improvements introduced, including forest crops, shall remain in the **IFMA AREA**, but the **IFMA HOLDER** shall be entitled to fair compensation for such improvements with due consideration to the government share. The **IFMA HODLER** may remove any temporary or semi-permanent structures unless the **SECRETARY** opts to retain the same and pay the **IFMA HOLDER** for such structures.

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

- 36. Fair compensation for any improvements, whether due to the government or to the **IFMA HOLDER**, shall be determined by a committee composed of one (1) representative each of the **SECRETARY** and of the **IFMA HOLDER**, and a qualified independent appraiser whose appointment shall be mutually agreed upon by the **SECRETARY** and the **IFMA HOLDER**. The **DENR** and the **IFMA HOLDER** shall bear the costs of such appraisal.

- 37. This **AGREEMENT** shall terminate upon the death of the **IFMA HOLDER** and all permanent improvements, including forest plantations, shall become the property of the estate of the **IFMA HOLDER**. If the heirs are qualified to hold the **IFMA**, a new **AGREEMENT** between the **SECRETARY** and the surviving heirs may be executed for the remaining period of the **IFMA**, in accordance with the requirements of the regulations; **provided**, that the heirs file an application within six (6) months after the death of the **IFMA HOLDER**. If the heirs are not qualified to hold an **IFMA** or if they do not elect to enter into a new **AGREEMENT**, the estate shall be entitled to compensate for all permanent improvements, with due consideration to the government share, that may be paid by any party entering into a new agreement with the **SECRETARY** covering the area.

- 38. In the event the **IFMA** Holder desires to pre-terminate this **AGREEMENT** anytime during its tenure and convert the same into another instrument such as those covered by the forest resources securitization strategy under the terms and conditions agreed upon by both parties of this **AGREEMENT**, the **SECRETARY OF ENVIRONMENT AND NATURAL RESOURCES** shall provide smooth transition thereof.

- 39. Upon the cancellation of this **AGREEMENT** through the fault of the **IFMA HOLDER**, all improvements existing within the **IFMA AREA** shall revert to and become the property of the government. If a new agreement covering the area is executed by and between the **SECRETARY** and another party, such improvements shall be appraised and the new **IFMA HOLDER** shall compensate the government for them.

- 40. This **AGREEMENT** may be renewed for another twenty-five (25) years upon the filing of an application for renewal at least six (6) months prior to its expiration; **provided**, that if no renewal application is filed upon the expiration of this **AGREEMENT**, the area covered shall be considered vacant and its disposition shall be governed by the regulations current at the time.

Quezon City, Philippines, _____, 20__.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

- 41. This **AGREEMENT** is non-transferable except with the prior express and written approval of the **SECRETARY**.
- 42. This **AGREEMENT** shall not be amended in any way except by written instrument signed and agreed to by the duly authorized representatives of the **SECRETARY** and of the **IFMA HOLDER**.
- 43. In the event of default or breach of any of the provisions of this **AGREEMENT** by either party, the other party may, by written notice to the party in default or breach, specify such default or breach and require that the same be remedied within thirty (30) days from receipt of such notice.
- 44. Except for issues covering compensation addressed in the paragraphs above, any dispute between the **SECRETARY** and the **IFMA HOLDER** that cannot be settled by mutual accord shall be referred to arbitration, which shall be held at a mutually acceptable location.

Quezon City, Philippines, _____, 20____.

For and In behalf of the
Republic of the Philippines:

By:

(IFMA Holder)

(Secretary)

(Witness)

(Witness)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

Quezon City

)S.S.

BEFORE ME, A Notary Public for and in _____, Philippines, on the ____ day of _____, _____, personally appeared the following with their respective certification opposite their names:

NAME	COM. TAX CERT. NO.	DATE/PLACE ISSUED
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Known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This Instrument, which is the **INTEGRATED FOREST MANAGEMENT AGREEMENT No. _____**, consists of ____ pages including this page where the Acknowledgment is written, and is signed by the parties and their instrument on each page thereof.

WITNESS MY HAND AND SEAL, at the place and on the date first written above.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE PENRO/RED
(Province/Regional Office)

SOCIALIZED INDUSTRIAL FOREST MANAGEMENT AGREEMENT
(SIFMA) NO. _____
of

(Name of SIFMA HOLDER)

(Location of Area)

This **AGREEMENT**, made and entered into by and between: the Provincial Environment and Natural Resources Officer/Regional Executive Director, for and in behalf of the Republic of the Philippines, hereinafter referred to as the **PENRO/RED**, and _____ with residence and postal address at _____ hereinafter referred to as the **SIFMA HOLDER**.

WITNESSETH THAT:

WHEREAS, the establishment of Socialized Industrial Forest Plantations (SIFPs) is encouraged as government policy to ensure the equitable access and sharing of rights to natural resources development and utilization and to assure an increased supply of wood and other forest products;

WHEREAS, P.D. No. 705, Executive Order No. 278, Executive Order 263, and other related existing laws, rules and regulations place the development or utilization of the country's forest land and/or resources under the full control and supervision of the state and allow the state to enter into agreements with Filipino citizens or corporations;

WHEREAS, the PENRO/RED and the SIFMA HOLDER desire to enter into this Socialized Industrial Forest Management Agreement, hereinafter referred to as SIFMA;

NOW, THEREFORE, for and in consideration of the foregoing premises, and by virtue of P.D. No. 705, Executive Order No. 278 and Executive Order 263 which prescribes the procedures in the processing and approval of applications for the development or utilization of forest lands and/or forest resources, the **PENRO/RED** hereby agrees to devolve to the **SIFMA HOLDER** the responsibility for managing _____ (_____) hectares of public forest land located at Sitio/s: _____, Barangays: _____ Municipality/ies of: _____ Philippines, hereinafter referred to as **the SIFMA AREA**, the description and boundaries of which are shown in the attached map which forms part of this **AGREEMENT**. This **AGREEMENT** shall remain in effect for a period of twenty-five (25) years, or until _____.

(SIFMA HOLDER)

(PENRO/RED)

(WITNESS)

(WITNESS)

This **AGREEMENT** shall be for the establishment and management of a plantation of trees for the production of wood and other non-wood products to support manufacturing and processing facilities and/or supply wood and energy requirements, and shall be subject to the following terms and conditions:

Conditions for SIFMA Areas:

1. The **SIFMA HOLDER** shall plant forest tree species and/or non-timber species such as rattan, bamboo, etc., on at least ninety percent (90%) of the plantable area, more specially on open and denuded land and brushland portions of the **SIFMA AREA**: **PROVIDED**, that the **SIFMA HOLDER** will have planted at least fifty percent (50%) of the **SIFMA AREA** with a minimum stocking density of five hundred (500) surviving seedlings per hectare within one (1) year from the grant of this **AGREEMENT**; **PROVIDED FURTHER**, that the **SIFMA HOLDER** shall have a cumulative plantation establishment covering at least seventy-five (75%) of the total **SIFMA AREA** on the second year, **PROVIDED FINALLY**, that the **SIFMA HOLDER** shall have fully planted the **SIFMA AREA** on the third year, and in no case shall the stocking density of the **SIFMA AREA** beyond the third year be lower than five hundred (500) saplings/trees per hectares. Cash crops may be allowed for interplanting; **PROVIDED** this will not have an adverse effect on the main crop nor cause environmental damage such as erosion. In addition thereto, the **SIFMA HOLDER** may devote not more than ten percent (10%) of the area for permanent agricultural purposes.
2. No exotic species untested in Philippine conditions shall be introduced into the **SIFMA AREA** without the prior written clearance of the **DENR SECRETARY**.
3. The **SIFMA HOLDER** shall not cut trees, regardless of species, growing in areas with slopes of 50% or over, and within the 20 meter-wide strips along banks of rivers and streams with channels at least five meters in width.
4. Areas with slopes of 50% or over or within 20 meter-wide strips along banks of rivers and streams with channels at least five meters in width and strips that are bereft of trees shall be reforested by the **SIFMA HOLDER**, who shall protect, maintain, and keep such areas, permanently under forest cover. The trees planted therein form part of government's share in the benefits to be derived from the **SIFMA**.
5. The **SIFMA HOLDER** shall not convert the **SIFMA AREA** or any portion thereof to other land uses not authorized under the **SIFMA**.
6. The **SIFMA HOLDER** shall provide the necessary management, technology and financial services for the development and management of the **SIFMA AREA**.
7. The **SIFMA HOLDER** shall pursue all activities pertaining to the **SIFMA AREA** as a commitment to community development.
8. The **SIFMA HOLDER** shall respect and protect the rights of his/her workers and employees.
9. The **SIFMA HOLDER** shall immediately prevent or arrest gully erosions within the **SIFMA AREA**.

(SIFMA HOLDER)

(PENRO/RED)

(WITNESS)

(WITNESS)

10. The **SIFMA HOLDER** shall protect the natural and protection forest, if any, within the **SIFMA AREA** in accordance with current laws and regulations governing each natural forest type. Naturally grown trees within or adjacent to the **SIFMA AREA** shall not be cut or harvested.
11. The **SIFMA HOLDER** shall protect the **SIFMA AREA** from forest fires and other forms of forest destruction, as well as from encroachment.
12. The **SIFMA HOLDER** shall not engage in pollutive activities within or in the vicinity of the **SIFMA AREA** and shall protect the said area from pollution.
13. The **SIFMA HOLDER** shall not unreasonably impede, obstruct or in any manner prevent passage through the **SIFMA AREA**.
14. The **SIFMA HOLDER** shall protect and conserve unique, rare or endangered trees, palms and wildlife identified as such under existing laws, rules and regulations, found within the **SIFMA AREA**.
15. The **PENRO/RED** shall not alter or modify the boundaries or legal status of the **SIFMA AREA** once established; **PROVIDED**, that the **SIFMA HOLDER** has complied with the terms and conditions of the **SIFMA**.
16. The **PENRO/RED** shall, in cooperation with Local Government Units, assist the **SIFMA HOLDER** in the development and execution of this agreement.
17. The **SIFMA HOLDER** may transfer, convey or sell his rights over the **SIFMA** in whole or in part, to any person, cooperative or association qualified to hold a **SIFMA**, subject to the approval of the **PENRO** or the **RED** as the case may be.
18. The **DENR** reserves the right to permit the use/opening of portions of the **SIFMA** for public interest; **PROVIDED**, that the **SIFMA HOLDER** will be paid fair compensation for any damage to improvements, if any, occasioned by such permit.
19. The **SIFMA HOLDER** shall encourage the active participation of women in the project planning and implementation and shall provide them equal access to the project benefits.
20. The **SIFMA HOLDER** shall submit to the **DENR** an Annual Report of activities which shall include, but will not be limited to, the area of plantation established; production, stocking density, marketing, product usage, farm gate prices, payment of rentals and other fees; the maintenance of boundaries of the **SIFMA AREA**; the maintenance of an ability to prevent, detect and suppress fires and other forms of forest destruction; and the protection and management of natural and protection forests, of any, within the **SIFMA AREA**. For monitoring purposes, the **SIFMA HOLDER** shall allow any duly authorized forest officer or duly authorized government official entry into the **SIFMA AREA** or into any other improvement introduced and used for purposes of **SIFMA** execution.

(SIFMA HOLDER)

(PENRO/RED)

(WITNESS)

(WITNESS)

21. All trees and other crops planted under this **AGREEMENT** belong to the **SIFMA HOLDER** who shall have the right to harvest, sell and utilize such trees and crops, except those retained for environmental protection and ecological balance which must be maintained by the **SIFMA HOLDER** as part of the government's share. The **SIFMA HOLDER** may be allowed to export logs, lumber and other forest products harvested from plantations in the **SIFMA AREA** in accordance with the government allocation system, subject to approval by the **SECRETARY**.
22. The **DENR** shall impose no restrictions on the use of the **SIFMA** and the improvements in the **SIFMA AREAS** as collateral for obtaining loans for the improvement of the **SIFMA AREAS**, subject to the prior approval of the **PENRO/RED**.
23. Upon the expiration of this **AGREEMENT** or upon its termination when public interest demands, all permanent improvements introduced, including forest crops, shall remain in the **SIFMA AREA** but the **SIFMA HOLDER** shall be entitled to fair compensation thereof. The **SIFMA HOLDER** may remove any temporary or semi-permanent structures within a reasonable period of time after due notice.
24. Fair compensation for any improvements, whether due to the **SIFMA HOLDER** or the Government, shall be determined by a committee composed of representatives of the **PENRO/RED** and the **SIFMA HOLDER**, and a qualified independent appraiser whose appointment shall be mutually agreed upon by the **PENRO/RED** and the **SIFMA HOLDER**.
25. As part of the government share, the **SIFMA HOLDER** shall pay to the government the following amounts as annual rentals for the use of the land; Provided, that these amounts shall be subject to periodic review and adjustments:

For the first to the fifth year of the SIFMA
(from _____ to _____) . . . No rentals

For the sixth to the tenth year
(from _____ to _____) . . . P300.00 per hectare

For every year thereafter until
the expiration of the SIFMA
(from _____ to _____) . . . P500.00 per hectare

Annual rentals are to paid in the last week of June or the last week of September of the year at the **DENR** office where the **SIFMA** was issued.

Failure to pay rentals will constitute grounds for cancellation of **SIFMA**.

(SIFMA HOLDER)

(PENRO/RED)

(WITNESS)

(WITNESS)

26. This **AGREEMENT** shall terminate upon the death of the **SIFMA HOLDER** and all permanent improvements, including rights over the forest plantation, shall become the property of the estate of the **SIFMA HOLDER**. If the heirs are qualified to hold the **SIFMA**, a new agreement between the **PENRO/RED** and the surviving heirs to the estate of the **SIFMA HOLDER** may be executed for the remaining period of the **SIFMA**, in accordance with the requirements of the regulations; **PROVIDED**, that the heirs file an application within six (6) months after the death of the **SIFMA HOLDER**. If the heirs are not qualified to hold a **SIFMA** or if they do not elect to enter into a new agreement, the estate shall be entitled to compensation for all permanent improvements that may be paid by any party entering into a new agreement with the **PENRO/RED** covering the area.
27. Upon the cancellation of this **AGREEMENT** through the fault of the **SIFMA HOLDER**, all improvements existing within the **SIFMA AREA** shall revert to and become the property of the government. In the event that a new agreement covering the area is executed by and between the **PENRO/RED** and another party, the value of such improvements shall be appraised and the new **SIFMA HOLDER** shall compensate the government for them.
28. This **AGREEMENT** may be renewed for another twenty-five (25) years upon the filing of an application for renewal at least six (6) months prior to its expiration; **PROVIDED**, that if no renewal application is filed upon the expiration of this **AGREEMENT**, the area covered by this agreement shall be considered available for application and its disposition shall be governed by the regulations current at the time.
29. This **AGREEMENT** shall not be amended in any way except by written instrument signed and agreed to by the **PENRO/RED** and the **SIFMA HOLDER**.
30. In the event of any default or breach of any of the provisions of this **AGREEMENT** by either party, the other party may, by notice to the party in default or breach, specify such default or breach and require the same to be remedied within thirty (30) days after service of notice.
31. Except for issues involving compensation which are addressed in the above paragraphs, any dispute between the **DENR** and the **SIFMA HOLDER** that cannot be settled by mutual accord shall be referred to arbitration which shall be held at a mutually acceptable location.

_____, Philippines, _____, 19 _____.

For and in behalf of the
Republic of the Philippines

(SIFMA HOLDER)

(PENRO/RED)

(WITNESS)

(WITNESS)

(WITNESS)

(WITNESS)

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in _____, Philippines, on the ____ day of _____, _____, personally appeared the following with their respective certification opposite their names:

NAME	COM. TAX CERT. NO.	DATE/PLACE ISSUED
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known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This Instrument, which is the **SOCIALIZED INDUSTRIAL FOREST MANAGEMENT AGREEMENT NO.** _____, consists of _____ pages including this page where the Acknowledgment is written, and is signed by the parties and their instrument on each page thereof.

WITNESS MY HAND AND SEAL, at the place and on the date first written above.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City

FOREST LAND GRAZING MANAGEMENT

AGREEMENT No. _____

(Name of FLGMA Holder)

(Location of the Area)

This Forest Land Grazing Management Agreement, made and entered into by and between the Secretary of the Department of Environment and Natural Resources, for and in behalf of the Republic of the Philippines hereinafter called the Secretary; and _____, Filipino, of Legal age, and a resident of _____ hereinafter called the FLGMA HOLDER.

WITNESSETH:

That the SECRETARY, acting under the authority of President Decree No. 705, otherwise known as the Revised Forestry Code of the Philippines, as amended by Presidential Decree No. 1559, hereby agrees to devolve to the FLGMA holder the responsibility of managing _____ hectares of public forest land for grazing purposes, covering a period of _____ (____) years to expire on _____ which land is located in the Sitio of _____ Barrio of _____ Municipality of _____, Philippines, the description and boundaries of which are shown in the attached sketch which forms part of this management agreement, subject of the following terms and conditions:

1. The agreement herein granted shall be confined within the perimeter of the parcel of land described herein. No other parcel of public forest land shall be utilized by the FLGMA HOLDER without securing the prior permission of the SECRETARY. Communal forests, communal pastures, and other forests reserved for special purposes are excluded from this agreement and shall not be used even if found inside the area covered thereof.
2. The FLGMA area is a public forest land to the best knowledge and belief of the parties herein, and accordingly, the SECRETARY shall not be responsible for any loss suffered by the FLGMA holder in case the land is declared private property of another or otherwise reduced, modified, amended or cancelled as a result of prior and existing valid claims or interest therein.

SECRETARY

(Witness)

(Witness)

(Witness)

FLGMA HOLDER

(Witness)

(Witness)

(Witness)

3. The decision of the Regional Executive Director, DENR hereinafter referred to as the RED, as to the exact location and boundary of the area covered by this agreement shall be final. Except when national interest so demands and/or upon mutual consent of both the SECRETARY and the FLGMA HOLDER, the boundaries, of the area covered by this agreement shall not be altered or modified.
4. The SECRETARY reserves the right to permit, if public interest requires, the opening of such portions of the area, which shall not be more than ten (10) meters wide; if possible along the periphery; Provided that the person or entity granted the right-of-way shall pay the FLGMA HOLDER a reasonable compensation for any damage to improvements, if any, occasioned by such opening.
5. The FLGMA HOLDER shall not impede, obstruct, or in any manner prevent the passage of legitimate licensees, lessees, permittees and/or other persons duly authorized by, the SECRETARY, by virtue of the management agreement herein granted and vice-versa.
6. Grazing shall be confined and restricted to those portions of the FLGMA area having a slope of below 50%.
7. Pursuant to Presidential Decree No. 472, the FLGMA HOLDER is allowed to establish a food production area within the arable portions of the area equivalent to 10% of the total agreement area but not less than one (1) hectare nor more than twenty (20) hectares.
8. The FLGMA HOLDER shall undertake pasture improvements equivalent to a minimum of 10% of the agreement area. It shall be done by reseeded or replanting with high yielding grasses and legumes.
9. The stockings shall be in accordance with the actual grazing capacity of the area, and shall be adjusted only in accordance with the forage improvements and development actually done, based on the latest assessment which shall be conducted every five (5) years; Provided that the FLGMA holder shall improve the existing forage to increase the capacity of the area, consistent with the soil conservation.
10. The FLGMA HOLDER shall pay to the Government as Government share the amount as prescribed in DAO 99-36. The succeeding payments shall be based on the assessment conducted in the FLGMA area by the Assessment Team. Such payment shall be made on the first month of the succeeding year. For the new HOLDERS, the payment of user's fee shall be the same as that provided under Section 28 of DAO 99-36, within the five-year transitory period.
11. The FLGMA HOLDER shall fence the perimeter of the FLGMA area with 1.3 meters high fence with at least three (3) strands of barbed wire. He shall preserve the corners and boundary lines of the FLGMA area by means of planted trees, posts or piled stones with conspicuous marks containing the number of the management agreement and his name and/or initials. In lieu of a barbed wire fence, vegetative fence may be used provided that the trees or other vegetation so planted shall be closed enough to prevent the escape of animals from the leased area.

SECRETARY

(Witness)

(Witness)

(Witness)

FLGMA HOLDER

(Witness)

(Witness)

(Witness)

12. Any common boundary with other FLGMA HOLDER shall be jointly fenced and maintained on equal share basis, or each rancher may put up his fence parallel to and five (5) meters away from the common boundary. Boundary fences already established by prior grantee shall be respected by the FLGMA HOLDER and they shall share equally in the repair and maintenance of the said common fence line. Any boundary conflicts on account of improper fence alignment shall be reported to the nearest CENR Office for settlement. The fence shall not interfere with, or impede the use of the public of any road/trail crossing or adjoining the area.
13. The FLGMA HOLDER shall practice rotation grazing by systematic division or fencing of two (2) or more compartments in the pastureland to avoid adverse effects on watershed and other forestry value and promote even grazing of the area.
14. The FLGMA HOLDER may practice prescribed burning provided, that the same shall be conducted in accordance with Memorandum Order No. 98-10.
15. The FLGMA HOLDER shall guarantee the free ingress and egress of the duly authorized representative of DENR for the purpose of research, monitoring, evaluation and other activities prescribed in DAO 99-36.
16. The FLGMA HOLDER shall cooperate with the Department of Environment and Natural Resources in the protection and conservation of the forest growth in the area and shall report to the nearest CENR Office any violation of the provisions of Forest Laws within the area or areas adjacent thereto.
17. Within a maximum period of five (5) years, following the schedule/timetable in the approved operations plan, portions of the area with a slope of 50% and above shall be planted with appropriate tree species.
18. A strip ten (10) meters wide, along the boundary of the leased area and twenty (20) meters wide on both sides of creeks, rivers and streams found in the area shall be reforested and/or enriched within five (5) years from issuance hereof.
19. Trees found within a strip of forty (40) meters wide on both sides of creeks, rivers and streams shall be preserved. No cutting of trees thereof shall be allowed. Trees found on other portions of the area may be cut only for fencing purposes.
20. Assessment of the FLGMA area shall be undertaken every five (5) years or prior to the granting/renewal of FLGMA, to gather information about the biophysical characteristics of the area as well as to determine the appropriate Government share while performance evaluation shall be conducted every year for a period of three (3) years for new agreement holder and periodic evaluation shall be made every two years thereafter to determine compliance of the terms and conditions of the agreement.

SECRETARY

(Witness)

(Witness)

(Witness)

FLGMA HOLDER

(Witness)

(Witness)

(Witness)

21. The FLGMA HOLDER shall submit a Five (5) Year Operations Plan and a Twenty Five (25) Year Grazing Management Plan in accordance with the prescribed outline provided thereto.
22. The FLGMA HOLDER shall comply with the laws governing the registration of cattle and brand, and with the laws pertaining to the animal industry and regulations of the Bureau of Animal Industry.
23. As guaranty for the faithful performance of, and/or compliance with, the Revised Forestry Code and rules and regulations issued thereunder and the terms and conditions of this management agreement and the payment of the Government share, the FLGMA HOLDER hereby files Surety Bond in the amount of _____ (_____) and agrees that the said bond shall upon failure to fulfill to conditions and requirements herein set forth and/or made part hereof, be retained by the Republic of the Philippines to be applied, as far it may be possible, to the satisfaction of the obligations assumed hereunder.
24. In every December of each Calendar Year, the FLGMA HOLDER shall submit a sworn annual report in six (6) copies of the CENR Office on all activities undertaken in the area, particularly in the implementation of the management plan, specifying the number of heads of cattle produced in the year, the present number of, and the kind and cost of improvements already introduced as of the submission of the report. Non-submission of the said report shall be sufficient ground for the cancellation of the agreement.
25. The FLGMA HOLDER shall not sublease the area or any portions thereof and shall not allow cattle or animals belonging to other people to graze in the area covered by this agreement.
26. Upon expiration of this agreement or upon the cancellation "due to infraction of its terms or violations of the Revised Forestry Code" or the rules and regulations issued thereunder, all permanent improvements on the area shall be forfeited in favor of the Republic of the Philippines without any obligation on the part of the SECRETARY to indemnify the FLGMA HOLDER.
27. In the event of violation by the FLGMA HOLDER or his duly authorized representatives, of any provisions of the Revised Forestry Code and the rules and regulations promulgated thereunder, or then other laws or regulations, or instructions now or hereafter enforced covering the protection of the forest or the FLGMA area, or of the terms of the Agreement or if the FLGMA HOLDER or said representative commits an act tending to influence a forest officer or to induce him, directly, or indirectly, to violate existing laws, rules and/or regulations, this agreement may be cancelled by the Secretary.
28. The heirs may file an application for the transfer of the agreement within sixty (60) days after the death of the HOLDER. Provided that they are qualified to hold an agreement and capable and willing to assume the obligation of the deceased, as provided for under Section 36 of DAO 99-36.

SECRETARY

(Witness)

(Witness)

(Witness)

FLGMA HOLDER

(Witness)

(Witness)

(Witness)

Recommended by:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City _____) S.S
Province _____)

In the City of _____ this _____ day of _____, before me a Notary Public for and in the said City/Municipality personally appeared (FLGMA HOLDER) _____ with Tax Identification No. _____ and Community Tax Certificate No. _____ issued on _____ at _____ to me known to be the one who executed the foregoing instrument and who acknowledge to me that same is his free act and deed.

This document, which is a Forest Land Grazing Management Agreement covering _____ parcel of forest land and consisting of pages _____ including sketch/plan and each page in signed in my presence by the FLGMA HOLDER and his witness and bears my notarial seal.

IN WITNESS MY HAND AND OFFICIAL SEAL, on the date and place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Republic of the Philippines
Department of Environment and Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

LEASE CONTRACT
(Under Chapter VI Com. Act No. 141 as amended)

WHEREAS, _____ and qualified to lease public land under Commonwealth Act No. 141, as amended, has filed with the _____ Foreshore Lease Application in Philippines, hereinafter more particularly described;

WHEREAS, the _____, with the authority of the Secretary of Environment and Natural Resources first had and obtained, proceeded as required by law with the advertisement and calling for bids for the right to lease the land applied for; and

WHEREAS, no claim having been presented nor any objection raised to the granting of the lease, the right to lease the land was on _____ awarded to _____.

NOW, THEREFORE, this agreement of lease made and entered on the _____ day of _____ by and between the Secretary of Environment and Natural Resources, acting for and on behalf of the Republic of the Philippines under the provisions of Commonwealth Act No. 141, as amended hereinafter known as the PARTY OF THE FIRST PART, and the said _____ hereinafter known as the PARTY OF THE SECOND PART.

WITNESSETH

FIRST. - That the PARTY OF THE FIRST PART, for and in consideration of the rents, covenants and conditions hereinafter contained; to be paid, kept and performed by the PARTY OF THE SECOND PART, has demised, leased and let, and does hereby demise, lease and let unto the said PARTY OF THE SECOND PART the land, together with the appurtenances thereunto to right belonging, lying, and being in the Barangay of _____, Municipality of _____, Province of _____, Philippines, being part of the public domain, the property of the said Republic of the Philippines, and more particularly described on page eight (8) of this contract, and survey Plan No. _____.

SECOND. - TO HAVE AND TO HOLD the said described premises unto the said PARTY OF THE SECOND PART for the full term of twenty-five (25) years, from and including the _____ day of _____, 19____ at a yearly rental of (P_____) Philippine Currency, to be paid annually in advance on or before the _____ day of _____ of each and every year, during the life of this lease at the CENRO-DENR, which lease may be renewed for another period of twenty five (25) years at the option of the PARTY OF THE FIRST PART, and if the circumstances of the case would be so warrant. All rents payable to the PARTY OF THE FIRST PART, under this lease shall draw interest at the rate of four per centum (4%) per annum from and after the date they become due as provided herein.

THIRD. - It is hereby understood and agreed that the appraised value of the land for the first ten (10) years, from the _____ day of _____, 19 __, is P_____ for the whole tract of _____ square meters and the appraised value of improvements existing on the land and those proposed to be introduced there on.

Provided, however, that a new appraisal of the land and improvements shall be made every ten (10) years from _____ 19__, and the annual rental after each re-appraisal shall not be less than three per centum (3%) of the reappraised value of the land plus one per centum (1%) of the value of the improvements; and provided, further, that such annual rental shall not be less than P _____.

FOURTH. – It is hereby covenanted and agreed that the PARTY OF THE SECOND PART shall construct on the land hereby leased permanent improvements appropriate for _____ purposes, and that the plan of any building and other improvements to be erected on the premises shall first be submitted to the Secretary of Public Works and Highways for his approval, as provided in Section 66 of Commonwealth Act 141, as amended, and that said PARTY TO THE SECOND PART shall complete such construction within eighteen (18) months from the date of the award.

FIFTH. – It is specially covenanted and agreed that the said tract of land shall be used for _____ purposes only, and should the lessee use or attempt to use the premises or permit to them to be used for any purposes other than mentioned herein, then, and in that event this agreement shall at once terminate, and all the right to and interest in said lease shall be forfeited and all improvements made by the PARTY OF THE SECOND PART on the premises shall vest in and become the property of the Republic of the Philippines, unless the PARTY OF THE FIRST PART shall find sufficient cause to waive the rescission and forfeiture from the violation of the condition herein prescribed.

SIXTH. – That the said PARTY OF THE SECOND PART hereby covenants to and with the said PARTY OF THE FIRST PART to pay the rent herein agreed upon; to said PARTY OF THE FIRST PART, his successors or duly authorized agents, at the time and in the manner herein set forth and to pay all taxes levied in said land and on the improvements now existing and those to be introduced on the land during the period of this lease.

SEVENTH. – That the said PARTY TO THE SECOND PART shall not sublet the whole or any part of premises herein described of the improvements therein, assign this lease, or encumber the right thereunder, without permission, in writing to the Secretary of Environment and Natural Resources first and obtained.

EIGHTH. – That the PARTY OF THE SECOND PART hereby waives all right and notice of demand for the payment of rent as provided in the Rules of Court as well as all other periods of grace.

NINTH. – That the PARTY OF THE SECOND PART hereby further waives any right to any reduction of rent on account of any loss or damage suffered by reason of extraordinary, unforeseen, fortuitous events.

TENTH. – It is further covenanted and agreed that for a breach of any of the covenants herein by the said PARTY OF THE SECOND PART save these covenants for breach of which special provision is made, the PARTY OF THE FIRST PART may elect to declare this agreement rescinded and void and, after having given thirty (30) days notice, in writing, to the said PARTY OF THE SECOND PART may enter and take possession of the said premises.

ELEVENTH. – That in case any and all structures and improvements by this lease authorized to be constructed and made shall be let or hired for the use of the public, the PARTY OF THE SECOND PART shall annually submit to the Department of Finance for his approval, a tariff of any and all rates of fees desired to be charged to, and collected from, any and all persons for the use of such structure and improvements; and that no such rates of fees shall be charged and collected by the PARTY OF THE SECOND PART from any person or persons whatever unless said approval shall be so had and obtained, and it is agreed that said Department of Finance may regulate any and such tariffs or rates of fees.

TWELFTH. – That this lease is made subject to the easements reserved by the law of waters now in force in the Philippines, and to the provisions of section 41, 109, 110, 111, 112, 113, and 114 of Commonwealth Act No. 141, as amended, and to any law or laws now existing or which may hereafter be enacted by act of Congress and to all easement and other rights acquired by owners of adjacent lands and those bordering upon the foreshore or marshy lands.

THIRTEENTH. – That if at any time during the existence of this lease, or any time the lessee has obligation pending with the Government, in accordance with Commonwealth Act No. 141, as amended, it should appear that the land leased is necessary for the public interest, for the protection of any source of water, or for any work for the public benefit that the Government wishes to undertake, the PARTY OF THE FIRST PART may order the cancellation of the lease, upon payment of the value of the improvements if any, made thereon by the lessee; Provided that in the event that only a portion or certain portions of the land are necessary for the aforesaid purposes, the lease may only be amended and modified by excluding the said portion or portions, as the case may be, in which case, the rental shall be reduced correspondingly;

Provided, further, that if it is shown to the satisfaction of the PARTY OF THE FIRST PART that the exclusion of the portion or portions referred to herein, the remaining portions cannot be used by the PARTY OF THE SECOND PART for the purpose for which this contract is executed, the said PARTY OF THE SECOND PART shall be reimbursed by the PARTY OF THE FIRST PART of the value of the improvements on the land, or shall remove said improvements provided such removal cause no damage to the land.

FOURTEENTH. – That the covenants, provisions, clauses and condition of this lease shall extend to and be binding upon, the successor or successors, assignee or assignees, or legal representatives of the PARTY OF THE SECOND PART, and they are legally bound thereby.

FIFTEENTH. – It is also agreed that the lease application filed and on which the granting of this lease is predicated, shall be considered as part of this contract and any omission and misrepresentation in, or violation of the statements in the said lease application shall give the right to the PARTY OF THE FIRST PART to rescind this contract to recover the land and to forfeit all amounts already paid and the improvements made or existing thereon.

SIXTEENTH. – That this lease shall terminate and expire on the _____ day of _____ unless sooner terminated under the provisions thereof, and that no presumption of renewal or continuance beyond that day can arise, the PARTY OF THE SECOND PART hereby waiving all rights in this respect conferred by Article 1670 of the Civil Code.

SEVENTEENTH. – That upon the termination of this lease or of any of the causes enumerated in paragraph 13 of this contract.

13(A) – It shall be the obligation of the lessee to guarantee and provide the general public free access to, and full use and enjoyment of, the beach and nearby coastal water, either in pursuit of the inhabitant's lawful occupation or their recreational needs. For this purpose, the lessee shall establish and provide a road right-of-way of suitable size, which in no case shall be less than three meters in width, and location that will permit the public access to the beach area and sea waters without paying any toll to the _____. Failure or refusal to comply with this condition shall be valid ground for rejection of application or revocation of the lease award or contract;

13(B) – That when the national interest so requires, the President of the Philippines may review, amend, modify, revise, rescind, or revoke this lease contract or any condition or provision therein;

13(C) – That, upon recommendation of the Secretary of Environment and Natural Resources, the President may, pending the conduct of appropriate hearing, summarily suspend and order the cessation of all activities and operations under this lease contract for violation of any of the conditions

or provisions therein or of any condition prescribed in duly issued rules and regulations of the Department of Environment and Natural Resources.

13(D) – That the land herein leased shall not be used for any purpose other than for which the same was applied and any change in land use shall be subject to the approval of the Human Settlements Regulatory Commission.

13(E) – That in case that said PARTY OF THE SECOND PART shall sublet the whole or any part of the improvements on the land, the Government shall be entitled to a share of fifty per centum (50%) of the sublease rental in excess of 10% of the assessed value of the improvements subleased shall be divided equally between the government and the lessee.

EIGHTEENTH. – In addition to the foregoing, this lease shall be subject to the other provisions of Commonwealth Act No. 141, as amended.

IN WITNESS, WHEREOF, the said parties have hereunto set their hands.

For and in behalf of the
Republic of the Philippines
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)

: S.S.

CITY OF MANILA)

On this _____ day of _____, before me _____ personally appeared _____ Secretary of Environment and Natural Resources, with Residence Certificate No. _____ issued at _____ on _____ 19__, to me known to be the same person who signed the foregoing document and acknowledged to me that on behalf of the Republic of the Philippines he executed the same as his free and voluntary act.

The within contract, conveying one(1) parcel of land, and consisting of ___ pages, including those on which this acknowledgement and the technical description of the land are written, has been signed by him and his two (2) witnesses on the left margin of each and every page thereof.

Each and every page of the contract is sealed with my notarial seal.

NOTARY PUBLIC

My Commission expires on _____, 19 ____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

REPUBLIC OF THE PHILIPPINES)

: S.S.

CITY OF MANILA)

On this _____ day of _____, before me _____ personally appeared _____, with Residence Certificate No. _____ issued at _____ on _____ 19__, to me known to be the same person who signed the foregoing document and acknowledged to me that on behalf of the Republic of the Philippines he executed the same as his free and voluntary act.

The within contract, conveying one(1) parcel of land, and consisting of ___ pages, including those on which this acknowledgement and the technical description of the land are written, has been signed by him and his two (2) witnesses on the left margin of each and every page thereof.

Each and every page of the contract is sealed with my notarial seal.

NOTARY PUBLIC

My Commission expires on _____, 19 ____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

TIMBER LICENSE AGREEMENT No. _____

of

This Agreement made and entered into by and between:

The MINISTER OF NATURAL RESOURCES, for and behalf of the Republic of the Philippines, hereinafter referred to as PARTY OF THE FIRST PART:

-AND-

_____, a domestic corporation duly organized and existing under the laws of the Philippines, with offices at _____, hereinafter referred to as PARTY OF THE SECOND PART:

WITNESSETH

WHEREAS, the PARTY OF THE SECOND PART has applied for a Timber License Agreement covering an approximate area of _____ hectares of forest land located in the Municipality of _____.

WHEREAS, the area applied for has been verified to be vacant and available for the purpose applied for.

WHEREAS, the PARTY OF THE SECOND PART has substantially complied with the basic requirements for the grant of a Timber License Agreement.

NOW, THEREFORE, in accordance with the foregoing premises, the PARTY OF THE FIRST PART, represented by the Minister of Natural Resources acting under the authority vested by Presidential Decree No. 705, as amended, otherwise known as Revised Forestry Code of the Philippines, hereby issues to the PARTY OF THE SECOND PART, Timber License No._____, to cut, remove and utilize annually _____ of timber over a public forest area of _____ hectares located in the Municipalities of _____ Province of _____ and Municipalities of _____, Province of _____ and particularly described in Annex "A" hereof which is made an integral part of this Agreement.

TERMS AND CONDITIONS

This Agreement is executed upon the following expressed terms and conditions:

EFFECTIVITY AND TENURE

- I. This Agreement shall become effective upon the execution and acknowledgment thereof by the PARTIES and shall run for a period of _____ years to expire on _____.

BOUNDARIES AND SURVEYS

- II. The boundaries as described in Annex "A" are subject to adjustment and/or amendment by the PARTY OF THE FIRST PART, upon recommendation by the Administrator, Wood Industry

Development Authority (WIDA), to conform to official surveys and decisions on boundary conflicts, if any, with adjacent areas. The decision of the PARTY OF THE FIRST PART on the exact location of these boundaries shall be final;

- III. Within the tenure of the Agreement and before undertaking cutting operations within the vicinities of area along any periphery of the concession, the PARTY OF THE SECOND PART shall establish that portion of the boundary of the concession area covered by this Agreement following the technical description appearing in Annex "A" and upon consultation with the Administrator, WIDA, or his authorized representative.

AERIAL PHOTO COVERAGE

- IV. The PARTY OF THE SECOND PART shall undertake aerial photography within four (4) years after the execution of this Agreement, and thereafter submit a complete aerial photo coverage of the forest area covered thereby following the criteria embodied under FAO No. 11-1, Series of 1971;

INTEGRATED FOREST MANAGEMENT PLAN

- V. The PARTY OF THE SECOND PART shall, within one (1) year from the effectivity of this Agreement prepare and submit for approval by the PARTY OF THE FIRST PART an Integrated Forest Management Plan for the area covered hereof, based on the submitted indicative development plan and following the outline prescribed therefore.
- VI. The Integrated Forest Management Plan shall cover all forestry activities within the concession for the duration of this Agreement and shall provide for a five-year medium-term plan which shall be supplemented by a short term plan of one year or an annual operation plan.

TIMBER MANAGEMENT

- VII. The PARTY OF THE SECOND PART shall conduct its annual logging operations in accordance with the prescriptions embodied in the annual Operations Plan duly approved by the Administrator, WIDA, or his authorized representative.
- VIII. The requirement of selective logging/seed tree system or other silvicultural system approved to be practiced in the concession shall be strictly followed by the PARTY OF THE SECOND PART in the conduct of its logging operations. Any unnecessary damage to the marked residual trees shall be the responsibility of the PARTY OF THE SECOND PART.

The improvement of the forest stand of the concession shall be a priority activity of the PARTY OF THE SECOND PART. For this purpose, the said PARTY shall, in consultation with or with the cooperation of the Bureau of Forest Development, set aside a reasonable budget for the conduct of forest stand improvement activities in consonance with prescribed guidelines.

FOREST PROTECTION

- IX. The protection of the concession area shall be the full responsibility of the PARTY OF THE SECOND PART. All forest protection guards, including the head of the Forestry Department, hired by the PARTY OF THE SECOND PART for this purpose shall be deputized by the PARTY OF THE FIRST PART as forest officers to assist in the enforcement of forest laws, rules and regulations and shall be under the direct supervision and control of the Administrator or his authorized representative.

The PARTY OF THE SECOND PART shall protect and conserve rare wildlife such as the Philippine Eagle, the Tamaraw, and other flora and fauna in the concession which are protected under existing laws, rules and regulations. The taking, collecting, killing, mutilating or possessing,

living or dead, or purchase, offer for sale, transport, ship or export, alive or dead, of any of the protected flora and fauna, except under license or permit issued in accordance with existing regulations, is prohibited, PROVIDED, that the hunting, killing or mutilation of the Philippine Eagle or the Tamaraw, is absolutely prohibited.

- X. The PARTY OF THE SECOND PART shall in collaboration with the Government, conduct a continuing census of kaingin and other illegal occupations within the concession area, indicating therein the name of occupants, number of kaingins, number of families and their dependents, the size of area claimed or cleared by each family, crops planted and the date and period of occupation.

REFORESTATION

- XI. Open area within the concession intended for the purpose shall be reforested in conformity with the guidelines set forth in the seven-year reforestation plan as well as the targets set by the PARTY OF THE SECOND PART and approved by the PARTY OF THE FIRST PART, or his representative, portions of the concession set aside for tree plantation development and shall be developed in accordance with the guidelines on industrial tree plantation and the terms and conditions stipulated in the Industrial Tree Plantation Lease Agreement.

FOREST PRODUCT UTILIZATION

- XII. In timber production, the PARTY OF THE SECOND PART shall attain optimum efficiency to avoid unnecessary waste or damage. All woodwaste generated from logging shall be utilized or removed from the forest by the PARTY OF THE SECOND PART within three (3) months after primary logging operations have stopped in a given set-up, the volume of which shall not be charged against the annual allowable cut subject, however, to payment of government charges. However, prior notice of such waste removal shall be addressed to the local District Forester for record purposes.
- XIII. The herein timber licensee's wood processing plant permit(s) including all its existing forestry use permit(s) relative to its logging/wood processing activities, shall be co-terminus with this AGREEMENT, provided that the prescribed annual permit fees/rentals be duly paid and the forestry bond be regularly updated within the period set therefore. PROVIDED further, that the herein timber licensee shall strictly comply with the applicable laws and regulations, as well as the terms and conditions of the said permits.

LOGGING ROADS

- XIV. Logging road system shall be constructed and maintained by the PARTY OF THE SECOND PART in accordance with established guidelines. No new roads shall be constructed within residual forests except under exceptional circumstances as determined by the Administrator, WIDA.

OTHER CONSERVATION MEASURES FORESTRY DEPARTMENT

- XV. The PARTY OF THE SECOND PART shall maintain a forestry department to be headed by a registered forester on a full-time basis to take charge of all forestry activities in the concession.

BUDGET FOR DEVELOPMENT AND CONSERVATION

- XVI. Every January of the period covered by this AGREEMENT the PARTY OF THE SECOND PART shall show proof to the PARTY OF THE FIRST PART that it has set aside the necessary budget to cover the expenses for reforestation, forest protection, timber management and other allied

forest development activities based on the target goals proposed by the PARTY OF THE SECOND PART and approved by the Director of Forest Development.

REVIEW OF ALLOWABLE ANNUAL CUT

- XVII. The volume of timber authorized for cutting under this AGREEMENT (allowable annual cut) shall be reviewed periodically by the PARTY OF THE FIRST PART, through the ADMINISTRATOR, WIDA who is authorized to reduce the same based on the actual sustained yield capacity of the concession. PROVIDED, that in case of an upward adjustment, the same shall be affected with the approval of the PARTY OF THE FIRST PART.

REDUCTION OF AREA

- XVIII. The PARTY OF THE FIRST PART reserves the right, when public interest so requires, to designate and exclude areas within the concession for experimental, educational or similar specific purposes.

REVIEW OF TLA PROVISIONS

- XIX. This AGREEMENT is subject to review at least once in every two (2) years to ascertain compliance with the terms and conditions thereof, as well as to adjust such terms to major changes in policies, technology or trends.

GENERAL PROVISIONS

Presidential Prerogatives

- XX. When the national interest so requires, the President of the Philippines may review, amend, modify, revise, rescind or revoke this AGREEMENT or any condition or provisions therein.
- XXI. Upon the recommendation of the PARTY OF THE FIRST PART, the President of the Philippines may, pending the conduct of appropriate hearing, summarily suspend and order the cessation of all activities and operations under this AGREEMENT for violation of any of the conditions or provisions therein or of any condition prescribed in duly issued rules and regulations.

License Fees and Cash/Surety Bonds

- XXII. The PARTY OF THE SECOND PART shall, upon the execution of this AGREEMENT, and every December thereafter pay the Bureau of Forest Development an annual license fee of _____ (P_____), otherwise, this AGREEMENT shall have no force and effect.
- XXIII. As a guarantee for the faithful performance of the terms and conditions of this AGREEMENT, the PARTY OF THE SECOND PART shall put up a Cash Bond shall in no case be less than TEN THOUSAND PESOS (P10,000.00); PROVIDED, that a Surety Bond executed by an accredited bonding company, acceptable to the PARTY OF THE FIRST PART, may, upon recommendation of the Administrator, WIDA, be posted to cover the balance of the required Cash Bond, the amount of which shall be increased by twenty five (25) percent.
- XXIV. The PARTY OF THE SECOND PART shall dispose of its annual log production in conformity with the schedule provided for in its Forest Management Plan or with rules and regulations governing the matter.

Acquisition of Additional Machinery/Equipment

- XXV. The acquisition of additional machinery or equipment such as skidder, yarding, engines, logging trucks, tractors and bulldozers or processing plant of any kind, or replacement of existing ones which have been rendered unserviceable, may be made only upon approval of the PARTY OF THE FIRST PART or his representative. Such approval is not necessary for the acquisition and the use of spare parts, wire, ropes, blocks, administrative or supervisory vehicles, felling and bucking of saws and similar minor equipment or supplies.

The leasing of machinery or equipment may be allowed provided authorized by the PARTY OF THE FIRST PART or his duly authorized representative.

Legitimate Use of Logging Roads

- XXVI. The AGREEMENT SHALL NOT BE construed as giving the PARTY OF THE SECOND PART any right to refuse or obstruct the passage or construction of a right-of-way by another concessionaire, licensee or legitimate mining operator when such passage or road construction is duly authorized by the PARTY OF THE FIRST PART or his representative to enable the said concessionaire, licensee or mining operator to operate and properly develop his area and remove timber and other forest products, or minerals therefrom. PROVIDED, that the pertinent conditions and requirements of the Revised Forestry License Regulations or related rules shall be complied with.

Main logging roads built within the concession area shall become public roads after five (5) years following their construction. During the 5-year period, however, the use of said roads by surrounding communities and other persons for legitimate purposes shall be allowed under reasonable terms and conditions as the Director of Forest Development may impose.

Improvements

- XXVII. Upon the termination of this AGREEMENT, or its cancellation for violations by the PARTY OF THE SECOND PART of any of the terms and conditions thereof or of the Forestry and other applicable laws, rules and regulations governing the administration, management, development and disposition of the forest or its resources, all roads, buildings and other capital immovable improvements introduced within the concession by the PARTY OF THE SECOND PART or its agents shall become the property of the Government without obligation of reimbursement on its part. Temporary improvements shall be removed within 90 days from the termination or cancellation of this AGREEMENT except for equipment for processing plants which shall be removed within six (6) months therefrom otherwise these, too, shall become the property of the Government.

Exclusive Possession of Concession Area

- XXVIII. This AGREEMENT authorized the PARTY OF THE SECOND PART to have exclusive possession of the forest areas described in Annex "A" except only with respect to private rights that accrued to other persons prior to this AGREEMENT.

Visitorial Powers

- XXIX. This AGREEMENT authorizes the PARTY OF THE FIRST PART, the Administrator, WIDA, or any of their agents or representatives, by the exercise of their visitorial powers, reserve the right to have free access to the concession area or any of the facilities set up by the PARTY OF THE SECOND PART by virtue of this AGREEMENT and that the PARTY OF THE SECOND PART agrees to provide the PARTY OF THE FIRST PART or any of his representatives, transportation or other similar facilities when deemed necessary in the exercise of the latter's official function connected with this AGREEMENT.

- XXX. The PARTY OF THE SECOND PART shall, at all times, make available all its records pertaining to its operations for inspection by the PARTY OF THE FIRST PART or his representative.

Outside Interest: Employee and/or Public Participation

- XXXI. Within four (4) years from the extension of this AGREEMENT, the PARTY OF THE SECOND PART shall sell or offer for sale, under such terms and conditions as may be determined by the PARTY OF THE FIRST PART or his representative, at least 10% of the subscribed capital stock to its employees or the general public.
- XXXII. The PARTY OF THE SECOND PART shall inform the PARTY OF THE FIRST PART or his authorized representative of the names as well as their addresses and nationality of persons who are contemplating an investment on the concession subject of this AGREEMENT.
- XXXIII. The PARTY OF THE SECOND PART shall advise and seek approval of the PARTY OF THE FIRST PART or his representative of any change in the management, ownership or capital stock of the PARTY OF THE SECOND PART or transfer of a majority of its share stock.

Employment of Foreign Technicians

- XXXIV. Only Filipinos shall be employed in the operation of the concession subject of this AGREEMENT. Should services of foreign technicians be found necessary, prior expressed approval should be secured from the proper Government authority.

Logging Contracts

- XXXV. Logging contracts are prohibited. The PARTY OF THE SECOND PART may, however, subject to prior approval by the PARTY OF THE FIRST PART or his representative, sub-contract out the construction of roads or the hauling of logs where said activities can be performed more efficiently by the sub-contractor. The PARTY OF THE SECOND PART shall retain the primary responsibility for the proper observance of forestry rules and regulations pertaining to the work-subcontracted as well as other conservation rules. Violations committed by the sub-contractor, therefore, shall be considered as violations committed by the PARTY OF THE SECOND PART itself, and thereby subject this AGREEMENT to cancellation by the PARTY OF THE FIRST PART.

Limitation on Cutting Privilege

- XXXVI. The PARTY OF THE SECOND PART shall have the exclusive privilege to cut timber only within the public forest portion of the concession subject of this AGREEMENT but not on private lands or on alienable or disposable areas within the periphery thereof.
- XXXVII. The PARTY OF THE SECOND PART shall not conduct any cutting or harvesting operations within existing naval, military, civil or mineral reserves, communal forests, forest reserves, national parks, wilderness areas, critical watershed, other reserve areas and conflicted areas except upon expressed approval of the PARTY OF THE FIRST PART or his authorized representative.

Cancellation/Suspension of License or Operations

- XXXVIII. The PARTY OF THE FIRST PART or the Administrator, WIDA, may, for serious or prima facie violation of any of the terms and conditions hereof, or any forest laws, rules and regulations, cancel or suspend this AGREEMENT or the logging operations.
- XXXIX. The PARTY OF THE FIRST PART or his representative may suspend or stop the logging operations of the PARTY OF THE SECOND PART when found operating outside the concession

area, cutting in excess of the authorized cut, operating inside conflicted areas or other similar serious violation of rules and regulations, duly verified by the former or his representative.

Implementing Provisions

- XL. The Administrator, WIDA, is authorized to prescribe such special rules and regulations as may be necessary for the proper and effective implementation of pertinent provisions of, and which forms part of this AGREEMENT.
- XLI. The PARTY OF THE SECOND PART, in accepting this AGREEMENT, unconditionally undertakes the obligation to comply with all forest laws, rules and regulations applicable in the management, development, utilization and disposition of the forest resources covered by this AGREEMENT.

Rules of Interpretation

- XLII. The terms used in this AGREEMENT shall be interpreted in accordance with the definition contained in the Revised Forestry License Regulations or as interpreted by the PARTY OF THE FIRST PART or his representative.
- XLIII. In case of conflict between any provisions of this AGREEMENT and that of existing forestry or other pertinent laws, rules and regulations governing the administration and management of forest resources, the provision of the latter shall prevail.
- XLIV. Should any provision of this AGREEMENT be found contrary to existing laws, rules and regulations governing the administration, management of public forests, only that particular provision shall be deemed of no force and effect but shall not affect the force of the rest of the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the PARTY OF THE FIRST PART has hereunto set his hand at _____ this ____ day of _____, 19__

REPUBLIC OF THE PHILIPPINES
BY:

ERNESTO M. MACEDA
Minister of Natural Resources
PARTY OF THE FIRST PART

RECOMMENDED BY:

CRISOSTOMO C. CORPIN
Administrator
WOOD INDUSTRY DEVELOPMENT AUTHORITY

ADDITIONAL CONDITION:

The herein timber licensee shall undertake community service programs in each Barangay within the area covered by this AGREEMENT, geared towards establishment within a given time frame and subsequent maintenance of, among others, basic educational facilities, health centers, sanitation and water supply system, as well as giving employment to deserving and qualified residents of the Barangays therein to such extent that the economic viability of the logging operations of herein timber licensee will allow. For this purpose, such service program shall be included as components of the herein timber licensee's annual operations plan, the approval of which may not be granted without said programs.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____: S.S.
)

On _____, 19____ and in the place abovewritten, before me, a Notary Public for and in the City of _____, Philippines, personally appeared _____, with Res. Cert. No. _____, issued at _____ on _____ same person who executed the foregoing Timber License Agreement No. _____ and acknowledged to me that the same was executed by him of his free will and in his capacity as Minister of Natural Resources, for and in behalf of the Republic of the Philippines, for the purpose therein named.

WITNESS MY HAND AND SEAL, this ____ day of _____, 19__ at _____ Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

AND IN WITNESS WHEREOF, the PARTY OF THE SECOND PART has hereunto set his hand at the City of _____, this ____ day of _____, 19____.

TLA HOLDER
BY:

PRESIDENT

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
CITY OF _____ : S.S.
)

NAME OF TLA HOLDER

SWORN STATEMENT

I, _____, of legal age and resident of _____, after having duly sworn in accordance with law, depose and state:

1. That _____ (NAME OF CORPORATION) _____, a domestic corporation duly organized and existing under the laws of the Philippines, binds itself to pay to the Government any amount of taxes or license fees, forest charges, reforestation fund fees and other such fees or obligations which may hereinafter be fixed and assessed as a matter of law, rule, policy or regulation resulting from the review of policies on forestry by the Presidential Committee on Wood Industry Development (PCWID).
2. That, in like manner, the corporation agrees to follow, observe, and/or obey all new policies, rules and regulations on Forestry, which said Presidential Committee on Wood Industries Development may establish, formulate and promulgate.

BY:

PRESIDENT

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____, affiant exhibited to me his Res. Cert. No. _____ issued at _____ on _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

MEMORANDUM OF AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement made and entered into this 25th day of February, 1998 at Bayombong, Nueva Vizcaya, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**,
Hereinafter referred to as **DENR**,
Represented by the **Regional Executive Director**,
LEONARDO A. PAAT

and

The **PROVINCIAL GOVERNMENT OF NUEVA VIZCAYA**,
Hereinafter referred to as the **LGU**,
Represented by its **Governor**,
RODOLFO Q. AGBAYANI

WITNESSETH

WHEREAS, the Department of Environment and Natural Resources (DENR) is the primary government agency responsible for the sustainable management of the country's environment and natural resources;

WHEREAS, the Local Government Units (LGUs) are mandated under the Local Government Code (RA 7160) to share with the national government, particularly with DENR, in the responsibility of allocating, developing, and managing natural resources and in the duty of sustainably managing natural resources and in the duty of sustainably managing environment within their territorial jurisdiction;

WHEREAS, the sustainable development and management of the environment and natural resources is crucial in the implementation of the strategic physical and sectoral development plans and programs of the LGUs;

WHEREAS, under Executive Order 263, the government mainly through the DENR in partnership with the LGUs is mandated to adopt Community-Based Forest Management (CBFM) as a strategy in the sustainable development and management of the country's forest lands to ensure that communities are empowered in their participation to protect, development and manage forest lands resources;

WHEREAS, the DENR and the LGU recognize the importance of sharing the power, responsibility and accountability in the effective allocation, development and management of forest lands in the province of Nueva Vizcaya;

WHEREAS, on September 15, 1997, the DENR and the LGU signed a summary of agreements to jointly allocate, protect, develop and manage the forest lands of the province;

WHEREAS, the LGU has adopted an agro- and nature-based ecotourism development strategy;

WHEREAS, the DENR and the LGU realize the urgency of protecting, developing and managing the 24,000-hectare Lower Magat Reforestation Project in Diadi and Bagabag, Nueva Vizcaya for the benefit of the present and future generations of communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereby agree, as they hereby agree, to jointly allocate, protect, develop, and manage the forest lands in the 24,000-hectare Lower Magat Reforestation Project as shown in the map, consistent with an **Indicative Protection, Development and Management Plan** to be jointly prepared by the DENR and the LGU, and with the following provisions and obligations, to wit:

1.0 STEERING COMMITTEE

- 1.1 A **Steering Committee** (SC) for the Lower Magat Reforestation Project is hereby created. The SC shall be composed of the Governor (Chairman), DENR Regional Executive Director of Region 2 (Co-Chairman), Provincial Environment and Natural Resources Officer of Nueva Vizcaya, mayors of Diadi and Bagabag, one representative from the coalition of non-government organizations in Nueva Vizcaya.
- 1.2 The SC shall meet regularly to:
 - 1.2.1 Formulate, review and modify policies for the effective protection development, and management of the Lower Magat Reforestation Project;
 - 1.2.2 Review and approve investment proposals;
 - 1.2.3 Review and approve annual work plans and oversee the overall implementation of the Indicative Plan;
 - 1.2.4 Review and sign sub-agreements in the form of Memoranda of Agreement (MOAs) with legitimate occupants of the Lower Magat Reforestation Project, for the stewardship of any portion of the project area, Provided that it may authorize the Chair to discharge this function, Provided further that in either case, these shall not be interpreted as permanent substitute for permits/licenses issued by the DENR or other government agencies; and
 - 1.2.5 Review and sign Joint Venture Contracts and other sub-agreements with private individuals, cooperatives, corporations or government agencies for the protection, development and management of any portion of the project area, Provided that it may authorize the Chair to discharge this function, Provided further, that in either case, the sub-contracts or the JVAs shall not be interpreted as substitute for permit/licenses issued by the DENR or other government agencies
- 1.3 The SC shall screen, select and recommend to the Chair the appointment and or termination of the Project Manager for the Lower Magat Forest Management Office.

Lower Magat Forest Management Office

- 1.4 A **Lower Magat Forest Management Office** (LMFMO) is hereby created.
- 1.5 The LMFMO shall:
 - 1.5.1 Have the authority, responsibility, and accountability in the protection, development, and management of the Lower Magat Reforestation Project

based on the Indicative Plan and the subsequent development plans that the SC will henceforth approve; Provided that the Experimental Forest shall continue to be managed;

- 1.5.2 Lead, direct and coordinate the planning, implementation and monitoring of work plans;
 - 1.5.3 Endorse to DENR through the SC the issuance of appropriate tenurial instruments to people's organizations, legitimate claimants and qualified private sector within the Lower Magat Reforestation Project, such as, but not limited to Certificate of Stewardship Contract (CSC), Community Based Resource Management Agreement (CBFMA) and Socialized Industrial Forest Management Agreement (SIFMA);
 - 1.5.4 Be headed by the competent Project Manager who will oversee, supervise and coordinate the overall operational planning, monitoring and implementation of the Indicative Plan and subsequent plans that the SC will henceforth approve. The Project Manager will also supervise, direct, and evaluate the LMFMO staff including those that will be assigned and seconded by DENR and the LGUs;
 - 1.5.5 Train, deploy, and support its staff in providing on-site assistance to communities and their members to effectively protect, manage and develop the forest lands;
 - 1.5.6 Ensure the maximum participation of legitimate upland farmers, claimants and indigenous peoples in the sub-allocation and management of forest lands in the Lower Magat Reforestation Project;
 - 1.5.7 Organize, train and deploy a team that may conduct periodic monitoring of the environmental and socio-economic impacts of the work plans and Indicative Plan;
 - 1.5.8 Enforce forestry laws, rules and regulations in the Lower Magat Reforestation Project; and
 - 1.5.9 Resolve issues and conflicts following the procedures in DENR AO 96-29 and other pertinent policies.
- 1.6 The LMFMO shall prepare annual work plans, budgets, reports, periodic and properly certified financial statements for the review and appropriate action of the SC.
 - 1.7 The LMFMO shall develop and implement a transparent financial management systems that can fully account for the sources and uses of funds, especially the annual support and grants from the LGUs, DENR and donor agencies; and for funds that are internally-generated from joint-ventures, contracts, feeds and other business arrangements.
 - 1.8 The LMFMO shall explore workable and beneficial institutional and business arrangements with the National Irrigation Administration (NIA), Department of Tourism (DOT), Department of Agriculture (DA), Department of Trade and Industry (DTI), National Power Corporation (NAPOCOR), and other public and private organizations.

Responsibilities of the DENR and the LGU

- 1.9 The **DENR** shall:
 - 1.9.1 Issue appropriate tenurial instrument;
 - 1.9.2 Transfer and turnover existing DENR facilities and documents to the LMFMO;
 - 1.9.3 Maintain and fund appropriate research and relevant research in forest production and management and ensure and transfer of technologies to LMFMO, communities and individual upland farmers;
 - 1.9.4 Through the Regional Office, annually or quarterly plan, allocate and budget funds in support of its tasks to protect, develop and manage the Lower Magat Reforestation Project;
 - 1.9.5 Provide needed technical assistance to the LMFMO in its annual planning, annual evaluation and assessment, and implementation of the Indicative Plan and subsequent development plans that the SC will henceforth approve;
 - 1.9.6 Include LMFMO and PNREO staff and key leaders in its human resources development programs on forest management, enterprise development, organization development, plantation and orchard development and management, community forestry, and other relevant training areas;
 - 1.9.7 Inform the LMFMO and PNREO of development in forest policies and programs by providing them copies of pertinent DENR orders, memoranda, maps, and other issuances that concern sustainable forest management;
 - 1.9.8 Deploy selected members of the Multi-Sectoral Forest Protection Committee (MFPC) to periodically monitor and evaluate the impacts of the LMFMO plans and activities;
 - 1.9.9 In general, provide such other resources and services to LMFMO that will ensure the effective protection, development and management of the Lower Magat Reforestation Project;
 - 1.9.10 Deputize/authorize the LMFMO to enforce forestry rules and regulations; and
 - 1.9.11 Through its CENRO and PENRO, conduct periodic monitoring and assessment of the implementation of the Indicative Plan;
- 1.10 The **LGU** shall:
 - 1.10.1 Consistent with agreements reached in the SC, allocate human and financial resources for the operations of the LMFMO;
 - 1.10.2 Integrate into the Provincial Physical Framework Plan and Municipal Comprehensive Land Use and Development Plans the attached Indicative Plan and subsequent development plans that the SC will henceforth approve;
 - 1.10.3 Pass necessary ordinances, rules and regulations consistent with DENR policies in support of the CBFM strategy and forest protection in the Province;

- 1.10.4 Install a monitoring and evaluation system to be implemented by the ENRO;
- 1.10.5 Encourage and promote the participation of the private sector and entrepreneurs in the implementation of the Indicative Plan and subsequent development plans, especially those ventures that are related to agri-and nature-based eco-tourism;
- 1.10.6 Lead, facilitate and coordinate assistance to communities, especially those related with capability building and empowerment of people's organizations, linkaging with resource institutions particularly on enterprise development and marketing, and accessing social infrastructure from other national line agencies;
- 1.10.7 Direct assistance to upland farmers and local communities in the Lower Magat Reforestation Project especially in accessing capital and credit to fund forest land development and generation of alternative livelihood opportunities; and
- 1.10.8 In general, provide such other resources and services that will ensure the effective protection, development and management of the Lower Magat Reforestation Project.

2.0 AMENDMENTS

Proposed amendments and modifications to this Agreement may be initiated by either Parties and shall be deliberated, discussed and approved by the Steering Committee.

3.0 EFFECTIVITY

This **Memorandum of Agreement** shall immediately take effect upon signing and shall remain in force for twenty five (25) years unless so mutually rescinded or renewed by both parties.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on February 25, 1998 at Bayombong, Nueva Vizcaya.

By:

By:

**DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES**

**PROVINCIAL GOVERNMENT OF
NUEVA VIZCAYA**

By:

By:

**(Sgd) LEONARDO A. PAAT
Regional Executive Director**

**(Sgd) RODOLFO Q. AGBAYANI
Provincial Governor**

CONCURRING WITNESSES:

**(Sgd) BENJAMIN T. TUMALIUAN
RTD for FORESTRY**

**(Sgd) NICASIO V. PASCUA
PENRO**

**(Sgd) Hon. NORMA U. MIGUEL
Mayor of Diadi**

**(Sgd) Hon. VICTOR Z. CASTILLO
Mayor of Bagabag**

**AMENDED MEMORANDUM OF AGREEMENT
(Amending DENR-PLGU Nueva Vizcaya MOA dated 25 February 1998)**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this 24th day of January, 2004 at Bayombong, Nueva Vizcaya, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**,
Hereinafter referred to as **DENR**,
Represented by its Undersecretary for Field Operations,
RENATO A. DE RUEDA

and

The **PROVINCIAL GOVERNMENT OF NUEVA VIZCAYA**,
Hereinafter referred to as the **LGU**,
Represented by its **Governor**,
RODOLFO Q. AGBAYANI

WITNESSETH

WHEREAS, the Department of Environment and Natural Resources (DENR) is the primary government agency responsible for the sustainable management of the country's environment and natural resources;

WHEREAS, the Local Government Units (LGUs) are mandated under the Local Government Code (RA 7160) to share with the national government, particularly with DENR, in the responsibility of allocating, developing, and managing natural resources and in the duty of sustainably managing natural resources and in the duty of sustainably managing environment within their territorial jurisdiction;

WHEREAS, the sustainable development and management of the environment and natural resources is crucial in the implementation of the strategic physical and sectoral development plans and programs of the LGUs;

WHEREAS, under Executive Order 263, the government mainly through the DENR in partnership with the LGUs is mandated to adopt Community-Based Forest Management (CBFM) as a strategy in the sustainable development and management of the country's forest lands to ensure that communities are empowered in their participation to protect, development and manage forest lands resources;

WHEREAS, the DENR and the LGU recognize the importance of sharing the power, responsibility and accountability in the effective allocation, development and management of forest lands in the province of Nueva Vizcaya;

WHEREAS, on September 15, 1997, the DENR and the LGU signed a summary of agreements to jointly allocate, protect, develop and manage the forest lands of the province;

WHEREAS, the LGU has adopted an agro- and nature-based ecotourism development strategy;

WHEREAS, the DENR and the LGU realize the urgency of protecting, developing and managing the 24,000-hectare Lower Magat Reforestation Project in Diadi and Bagabag, Nueva Vizcaya for the benefit of the present and future generations of communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereby agree, as they hereby agree, to jointly allocate, protect, develop, and manage the forest lands in the 24,000-hectare Lower Magat Reforestation Project as shown in the map, consistent with an **Indicative Protection, Development and Management Plan** to be jointly prepared by the DENR and the LGU, and with the following provisions and obligations, to wit:

1. STEERING COMMITTEE

1.1 A **Steering Committee** (SC) for the Lower Magat Reforestation Project is hereby created. The SC shall be composed of the Governor (Chairman), DENR Regional Executive Director of Region 2 (Co-Chairman), Provincial Environment and Natural Resources Officer of Nueva Vizcaya, mayors of Diadi and Bagabag, one representative from the coalition of non-government organizations in Nueva Vizcaya.

1.2 The SC shall meet regularly to:

1.2.1 Formulate, review and modify policies for the effective protection, development, and management of the Lower Magat Reforestation Project *consistent with DENR policies, rules and regulations*;

1.2.2 Review and approve investment proposals;

1.2.3 Review and approve annual work plans and oversee the overall implementation of the Indicative Plan *in coordination with the DENR*;

1.2.4 Review and sign sub-agreements in the form of Memoranda of Agreement (MOAs) with legitimate occupants of the Lower Magat Reforestation Project, for the stewardship of any portion of the project area, Provided that it may authorize the Chair to discharge this function, Provided further that in either case, these shall not be interpreted as permanent substitute for permits/licenses issued by the DENR or other government agencies; and

1.2.5 Review and sign Joint Venture Contracts and other sub-agreements with private individuals, cooperatives, corporations or government agencies for the protection, development and management of any portion of the project area, Provided that it may authorize the Chair to discharge this function, Provided further, that in either case, the sub-contracts or the JVAs shall not be interpreted as substitute for permit/licenses issued by the DENR or other government agencies

1.3 The SC shall screen, select and recommend to the Chair the appointment and or termination of the Project Manager for the Lower Magat Forest Management Office.

2 Lower Magat Forest Management Office

2.1 A **Lower Magat Forest Management Office** (LMFMO) is hereby created.

2.2 The LMFMO shall:

2.2.1 Have the authority, responsibility, and accountability in the protection, development, and management of the Lower Magat Reforestation Project based on the Indicative Plan and the subsequent development plans that the SC will henceforth approve;

Provided that the Experimental Forest shall continue to be managed *in a manner consistent with the proclaimed use of the area, likewise in accordance with DENR polices, rules and regulations;*

- 2.2.2 Lead, direct and coordinate the planning, implementation and monitoring of work plans, *in coordination with CENRO concerned;*
 - 2.2.3 Endorse to DENR through the SC the issuance of appropriate tenurial instruments to people's organizations, legitimate claimants and qualified private sector within the Lower Magat Reforestation Project, such as, but not limited to Certificate of Stewardship Contract (CSC), Community Based Resource Management Agreement (CBFMA) and Socialized Industrial Forest Management Agreement (SIFMA);
 - 2.2.4 Be headed by the competent Project Manager who will oversee, supervise and coordinate the overall operational planning, monitoring and implementation of the Indicative Plan and subsequent plans that the SC will henceforth approve. The Project Manager will also supervise, direct, and evaluate the LMFMO staff including those that will be assigned and seconded by DENR and the LGUs;
 - 2.2.5 Train, deploy, and support its staff in providing on-site assistance to communities and their members to effectively protect, manage and develop the forest lands;
 - 2.2.6 Ensure the maximum participation of legitimate upland farmers, claimants and indigenous peoples in the sub-allocation and management of forest lands in the Lower Magat Reforestation Project *and to ensure as well, the protection of these rights in connection therewith, subject to DENR policies, rules and regulations;*
 - 2.2.7 Organize, train and deploy a team that may conduct periodic monitoring of the environmental and socio-economic impacts of the work plans and Indicative Plan;
 - 2.2.8 Assist the DENR in the enforcement of forestry laws, rules and regulations in the Lower Magat Reforestation Project; and
 - 2.2.9 Resolve issues and conflicts *in coordination with CENRO concerned,* following the procedures in DENR AO 96-29 and other pertinent policies, *rules and regulations.*
- 2.3 The LMFMO shall prepare annual work plans, budgets, reports, periodic and properly certified financial statements for the review and appropriate action of the SC.
- 2.4 The LMFMO shall develop and implement a transparent financial management systems that can fully account for the sources and uses of funds, especially the annual support and grants from the LGUs, DENR and donor agencies; and for funds that are internally-generated from joint-ventures, contracts, feeds and other business arrangements.
- 2.5 The LMFMO shall explore workable and beneficial institutional and business arrangements with the National Irrigation Administration (NIA), Department of Tourism (DOT), Department of Agriculture (DA), Department of Trade and Industry (DTI), National Power Corporation (NAPOCOR), and other public and private organizations.

3 Responsibilities of the DENR and the LGU

3.1 The **DENR** shall:

- 3.1.1 Subject to relevant laws and regulations, issue appropriate tenurial instrument to qualified occupants/land managers;

- 3.1.2 Share the existing DENR facilities and documents to the LMFMO;
- 3.1.3 Maintain and fund appropriate research and relevant research in forest production and management and ensure and transfer of technologies to LMFMO, communities and individual upland farmers;
- 3.1.4 Subject to availability of funds and through the Regional Office, annually or quarterly plan, allocate and budget funds in support of its tasks to protect, develop and manage the Lower Magat Forest Reserve;
- 3.1.5 Provide needed technical assistance to the PLGU in its annual planning, annual evaluation and assessment, and implementation of the Indicative Plan and subsequent development plans that the SC will henceforth approve;
- 3.1.6 Inform the LMFMO and ENRO of development in forest policies and programs by providing them copies of pertinent DENR orders, memoranda, maps, and other issuances that concern sustainable forest management;
- 3.1.7 Deploy selected members of the Multi-Sectoral Forest Protection Committee (MFPC) to periodically monitor and evaluate the impacts of the LMFMO plans and activities;
- 3.1.8 In general, provide such other resources and services to PLGU that will ensure the effective protection, development and management of the Lower Magat Forest Reserve;
- 3.1.9 Deputize/authorize the LMFMO to enforce forestry rules and regulations; and
- 3.1.10 Through its CENRO and PENRO, conduct periodic monitoring and assessment of the implementation of the Indicative Plan;

3.2 The **LGU** shall:

- 3.2.1 Consistent with agreements reached in the SC, allocate human and financial resources for the operations of the LMFMO;
- 3.2.2 Integrate into the Provincial Physical Framework Plan and Municipal Comprehensive Land Use and Development Plans the attached Indicative Plan and subsequent development plans that the SC will henceforth approve, *consistent with DENR policies, rules and regulations*;
- 3.2.3 Pass necessary ordinances, rules and regulations consistent with DENR policies in support of the CBFM strategy and forest protection in the Province;
- 3.2.4 Install a monitoring and evaluation system to be implemented by the ENRO, *in coordination with CENRO concerned*;
- 3.2.5 Encourage and promote the participation of the private sector and entrepreneurs in the implementation of the Indicative Plan and subsequent development plans, especially those ventures that are related to agri-and nature-based eco-tourism;
- 3.2.6 Lead, facilitate and coordinate assistance to communities, especially those related with capability building and empowerment of people's organizations, linking with resource institutions particularly on enterprise development and marketing, and accessing social infrastructure from other national line agencies;

3.2.7 Provide *technical* assistance to upland farmers and local communities in the Lower Magat Reforestation Project especially in accessing capital and credit to fund forest land development and generation of alternative livelihood opportunities, *in coordination with CENRO concerned*; and

3.2.8 In general, provide such other resources and services that will ensure the effective protection, development and management of the Lower Magat Reforestation Project.

4 This Agreement may be terminated based on non-performance or violation of its terms and conditions by either party three months after due notice of the inaction or when violation has been communicated to the LMFMO and no action has been taken to rectify the negligence or correct the violation.

5 AMENDMENTS

Proposed amendments and modifications to this Agreement may be initiated by either Parties and shall be deliberated, discussed and approved by the Steering Committee.

6 EFFECTIVITY

This **Memorandum of Agreement** shall immediately take effect upon signing and shall remain enforced for twenty five (25) years from the date of the original MOA (February 25, 1998) and renewable for another twenty five (25) years unless so mutually rescinded or renewed by both parties.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on this 24th day of January, 2004 at Bayombong, Nueva Vizcaya.

By:

**DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES**

By:

(Sgd) RENATO A. DE RUEDA
Undersecretary for Field Operations

By:

**PROVINCIAL GOVERNMENT OF
NUEVA VIZCAYA**

By:

(Sgd) RODOLFO Q. AGBAYANI
Provincial Governor

APPROVED

(Sgd) ELISEA G. GOZUN
Secretary, DENR

CONCURRING WITNESSES:

(Sgd) LAUREANO BELINGAN, JR.
RTD for FORESTRY

(Sgd) EDUARDO B. PRINCIPE
RTD for RESEARCH

(Sgd) ROBERTO C. APIGO
PENR Officer

(Sgd) Hon. MARVIC S. PADILLA
Mayor of Diadi

(Sgd) Hon. VICTOR Z. CASTILLO
Mayor of Bagabag

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE REGIONAL EXECUTIVE DIRECTOR
REGIONAL OFFICE NO. _____

Name of Protected Area

PROTECTED AREA COMMUNITY BASED RESOURCE MANAGEMENT AGREEMENT
PACBRMA NO. _____

Name of PACBRMA Holder (People’s Organization)

Location of CBP Area/s: (Purok/Sitio, Bgy., Municipality, Province)

This **AGREEMENT** made and entered into by and between:

The Department of Environment and Natural Resources, for and in behalf of the Republic of the Philippines, herein represented by its _____ with Office address at _____ and hereinafter referred to as the DENR;

- and -

The _____ (Name of People's Organization) herein represented by its Chairman/ President, _____ with address at _____ and hereinafter referred to as the PACBRMA Holder.

WITNESSETH

WHEREAS, the DENR has the authority and jurisdiction over all protected areas in the country;

WHEREAS, the DENR promotes the conservation and sustainable development of biodiversity in protected areas and its buffer zones through sustainable development;

WHEREAS, the Protected Area Community Based Resource Management Agreement (PACBRMA), in accordance with the provisions of Republic Act No. 7586, Executive Order No. 263, and DAO No. ____, is the tenurial instrument being awarded to (a) people's organizations whose members are qualified tenured migrants, and, (b) interested indigenous people who opt to participate in the community based projects within protected areas;

WHEREAS, the Community Based Program (CBP) shall be implemented in the sustainable-use zones, multiple-use zones and/or buffer zones as defined under DENR Administrative Order No. 25, series of 1992, which are within the boundaries and/or periphery of the _____ (Name of Protected Area) proclaimed under Presidential Proclamation No. _____/Republic Act _____ and included in the National Integrated Protected Area System;

WHEREAS, the PACBRMA shall include the following components: (a) rehabilitation/restoration; (b) habitat protection; (c) conservation of resources; (d) development of alternative livelihood opportunities not necessarily dependent on forest resources; (e) sustainability of renewable resources being developed and utilized; and (f) other activities that may be identified in the future and consistent with the Community Resources Management Plan (CRMP) of the area;

WHEREAS, the Protected Area Management Board of _____ (Name of Protected Area) endorses the PACBRMA of _____ (Name of People's Organization) with attached specifications of the designated CBP area, through PAMB Resolution No. _____ dated _____.

NOW, THEREFORE, for and in consideration of the foregoing premises, the DENR shall allow the development and management of (size of land in hectares in words and figures) in _____ (Name of Protected Area) situated in Sitio _____, Barangay _____, Municipality of _____, Province of _____ with technical description and approved map which form an integral part of this PACBRMA No. _____, herein referred to as CBP area which is within the (zone), subject to valid and existing vested rights, existing laws, policies, rules and regulations and Protected Area Management Plan of the protected area, under the following terms and conditions:

1. PRIVILEGES OF THE CBRMA-PA HOLDER

The CBRMA-PA Holder shall have the following privileges under this Agreement:

- 1.1. Use of the area over the period covered under this Agreement subject also to the terms and conditions stipulated in this Agreement and RA 7586;

- 1.2. Participate in the decision making process involving the development of the area and the allocation of resources;
- 1.3. Allocate the entire or portion of the area to members without creating any vested right therein and subject to revocation by the PAMB to regulate the use and sustainably manage the resource therein;
- 1.4. Develop the area allocated, subject to RA 7586 and other existing laws, rules and regulations;
- 1.5. Have preferential access to all available assistance provided by DENR in the preparation and implementation of the CRMP;
- 1.6. Receive all or portion of income and proceeds from the sustainable utilization of resources within the area; and
- 1.7. Be informed of and consulted on projects to be implemented in the area.

2. OBLIGATIONS OF PARTIES

2.1. The DENR shall:

- 2.1.1. Grant exclusive rights to occupy and use the designated CBP area covered by this PCBAMA, subject to prior rights and existing laws, rules and regulations, whether local or national and those by the concerned Protected Area Management Board (PAMB). Provided that the use of the products therein by the community shall have the prior concurrence of the PAMB and the PAWB Director.
- 2.1.2. Provide technical assistance to the PACBRMA Holder as part of the DENR regular operations, more particularly in the conduct of resource assessment, inventory, preparation, updating and sourcing of funding assistance, among others for the effective implementation of the CRMP;
- 2.1.3. Deputize PACBRMA members as Deputy Environment and Natural Resources Officers upon the request of the concerned People's Organization and/or PACBRMA Holder pursuant existing laws, rules and regulations;
- 2.1.4. Inform and consult concerned PACBRMA Holder on projects to be implemented in its designated area; and
- 2.1.5. In collaboration with the PAMB, monitor and evaluate on a periodic basis the implementation of the CBP and its compliance with the terms and conditions set thereof in this Agreement.

2.2. The CBRMA-PA Holder shall:

- 2.2.1. Immediately assume responsibility for the protection of the entire CBP area against illegal activities under Republic Act No. 7586 and other related environmental laws;
- 2.2.2. Observe all duly promulgated laws, rules and regulations pertaining to protected areas management and other related environmental laws;

- 2.2.3. Prepare and implement the CRMP with the assistance of the DENR through the Protected Area Superintendent Office, CENRO, PAMB, and concerned offices/agencies, consistent with the Protected Area Management Plan and other relevant policies;
- 2.2.4. Formulate and implement an agreed equitable benefit-sharing scheme/s among its members;
- 2.2.5. Pay the required charges and other imposed resource use fees which shall accrue to the Integrated Protected Area Fund;
- 2.2.6. With the concurrence of the Secretary, enter into an agreement with government entities and civil society for developmental activities endorsed by the PAMB and consistent with the Protected Area Management Plan and the CRMP; and,
- 2.2.7. May execute an assignment, designation or allocation only among its individual members, families, or groups, thereof, who are likewise qualified tenured migrants under the Republic Act No. 7586. All such assignments, designation or allocation shall, however, be subject to this PACBRMA and must comply with all pertinent environmental laws, rules and regulations.

3. OTHER CONDITIONS

- 3.1. The DENR shall give exclusive rights to the PACBRMA Holder in obtaining the permit to extract, utilize and dispose any allowed non-timber forest products such as but not limited to rattan, bamboo, vine, fruit, and tannin and timber from trees planted by the Holders themselves that are found within the CBP area, other than those covered by the CRMP, subject to prior rights and existing laws, rules and regulations. Provided that no cutting of naturally-grown trees shall be allowed;
- 3.2. All rights, interests and activities of the PACBRMA Holder within the CBP areas shall be governed by the principles of biodiversity conservation and sustainable development. Members and agents of the PACBRMA Holder shall avoid unnecessary loitering in areas outside the CBP area;
- 3.3. All plans, policies and guidelines affecting the CBP areas subsequent to the signing of this Agreement shall be mutually developed by the contracting parties with the endorsement of PAMB;
- 3.4. In the event that the terms and conditions of the PACBRMA should be modified or this Agreement be rescinded in part or in whole, in the interest of the public, general welfare, biodiversity protection and sustainable development, the PACBRMA Holder shall be entitled to just compensation equivalent to the value of all the improvements introduced therein such as plants, soil and water conservation measures provided, however, that there should be no fault and/or negligence on the part of either both parties. The affected participants shall be entitled to harvest and/or remove such improvements consistent with existing policies.

4. DURATION OF THE AGREEMENT

This Agreement shall have a term of twenty-five (25) years counted from the date this instrument is executed and notarized and be eligible for renewal thereafter for an additional twenty-five (25) years subject to the endorsement of the PAMB and upon compliance by the PACBRMA Holder with the terms and conditions of this Agreement, and pertinent laws, rules and regulations.

5. RESOLUTION OF DISPUTES

Any dispute among the parties, arising from or related to the provisions of this Agreement shall be settled by arbitration, through an investigation or by such other mode as may be directed by the Secretary or the PAMB.

6. TERMINATION AND AMENDMENT OF PACBRMA

This Agreement may be terminated or cancelled based on any of the following grounds:

- a. Failure of the PACBRMA Holder to comply with the terms and conditions of the Agreement within a period of six months, after being notified in writing by the PAMB or authorized representative of the DENR about the neglect or violation;
- b. Serious and continued violation of natural resources laws, rules and regulations;
- c. Reclassification of the land allowing settlers' privileges greater than what is offered under the program, such as when the land becomes alienable and disposable;
- d. Conversion of the CBP area or portions thereof, to other uses not authorized in the Protected Area Management Plan;
- e. When the national interest so requires as determined by the DENR Secretary

During the investigation of any of the aforementioned grounds, or in the interest of the protected area, the Secretary may suspend the agreement pending his review and the proponents compliance with the NIPAS Act.

After complying with the minimum requirements of procedural due process, the PAMB, upon recommendation of its CBP committee or any investigation committee created for the purpose, may in turn recommend to the Regional Executive Director or the Secretary, as the case may be, cancellation/amendment of any PACBRMA. In such case, all improvements and development in the area shall revert to the jurisdiction of the protected area.

7. FORCE MAJEURE

In cases of force majeure affecting the performance of the PACBRMA Holder, the latter shall give notice to the DENR within thirty (30) days from the occurrence of such event, including a statement describing the force majeure and its effect upon the PACBRMA Holder's ability to perform the conditions of this Agreement. The parties shall then meet discussing the actions to be taken within ten (10) days after such notice, as provided under existing laws, rules and regulations.

8. PENALTY CLAUSE

In the event of default in any of the above undertaking by the PACBRMA Holder, nothing herein shall preclude the DENR from resorting to such judicial remedies, civil or criminal, to which it is entitled under existing laws.

NOW THEREFORE, the Parties hereby signify their agreement to the foregoing provisions by affixing their signature hereunder on this _____ day of _____, _____ in _____, Republic of the Philippines.

FOR THE DENR:

FOR THE PACBRMA HOLDER:

WITNESSES:

PAMB Representative

PENRO/CENRO

Approved: January 3, 2002

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Visayas Avenue, Diliman, Quezon City

RATTAN CUTTING CONTRACT
No. _____

This CONTRACT made and entered into by and between:

The Republic of the Philippines, represented by the Secretary of Environment and Natural Resources or his duly authorized representative hereinafter referred to as PARTY OF THE FIRST PART.

-and-

_____, a bonafide resident of _____ of a duly organized corporation/ association/cooperative in accordance with the laws of the Republic of the Philippines with office address at _____ represented by _____ by virtue of Board Resolution No. _____ dated _____ 20____, hereinafter referred to as the PARTY OF THE SECOND PART/LICENSEE.

WITNESSETH:

WHEREAS, the _____ (Name of Licensee) _____ has substantially complied with the requirements under DENR Administrative Order No.4, Series of 1989 dated 10 January 1989.

NOW, THEREFORE, for and in consideration of the foregoing premises, and pursuant to the applicable provisions of Executive Order No. 278, as implemented by DENR Administrative Order No.4, Series of 1989, the DENR hereby grants to _____ (Name of Licensee) RATTAN CUTTING CONTRACT NO. _____ covering an area of _____ hectares located in Barrio _____ Municipality _____ Province _____ indicated in the attached map (Annex "A") subject to existing forestry laws, rules and regulations and to the following terms and conditions:

- 1. This AGREEMENT shall become effective upon the execution and acknowledgment hereof by the PARTIES and shall expire on _____ unless earlier terminated by the DENR.

Secretary

Name of Licensee

Witness
Director, FMB

Witness

Witness
Assistant Director, FMB

Witness

2. The _____ (Name of Licensee) shall assume all obligations defined under existing forestry laws, rules and regulations and to the terms and conditions indicated in Annex "B" hereof.
3. The _____ (Name of Licensee) shall pay the forest charges in consonance with DAO No. 2000-63 dated 31 July 2000.
4. The rattan poles authorized to be cut under this AGREEMENT shall not exceed _____ lineal meters per year, categorized as follows:
 - Below 2 cm. _____
 - 2.0 cm. and above _____
5. The _____ (Name of Licensee) shall deposit in conformity with DENR Administrative Order No.4, Series of 1989, a reforestation trust fund of ₱0.20 per lineal meter cut of the rattan poles less than 2 cm. diameter and ₱0.50 for poles 2 cm. and above in diameter.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures in the presence of witnesses at _____, Philippines, this _____ day of _____, 20____.

Party of the First Part
By:

Party of the Second Part
By:

Secretary
Res. Cert. No.
Date
Issued at

Res. Cert. No.
Date
Issued at

WITNESSES:

Director

Assistant Director

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__ in _____ by _____ Undersecretary, DENR with Residence Certificate No. issued at _____ on _____.

Notary Public

SUBSCRIBED AND SWORN TO ME this ____ day of _____, 20__ in _____ by _____ resident of _____ with Residence Certificate No. _____ issued at _____ on _____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____

TERMS AND CONDITIONS

1. The licensee shall assume full responsibility for any or all acts connected with his operations.
2. The licensee shall only cut and ship out the rattan variety, grades, sizes and quantities as specified in the rattan supply contract, marketing agreement or rattan purchases orders but in no case should exceed the annual allowable cut granted.
3. The licensee shall submit to the Community Environment and Natural Resources Office (CENRO) concerned a quarterly and annual report on the rattan poles cut/collected/transported under the licensee indicating the species, volume/quantity cut and utilized and to whom rattan was supplied, among other information related to disposal of the resource.
4. The licensee shall keep and maintain a book of accounts which should be kept readily available for inspection/verification by authorized forest officers and/or agents of the Department.
5. Only rattan with a length of 25 lineal meters or longer shall be cut and gathered; however, they may be transported in shorter dimensions.
6. In the harvesting of rattan, care must be exercised to prevent damage to trees and young rattan plants.
7. Holders of rattan cutting licensees who do not own/operate rattan processing plants shall dispose their production to legitimate rattan users/processors/manufacturers using the rattan supply contract duly approved by the RED concerned or any other scheme provided therefore.
8. The licensee agrees, unconditionally to comply with all applicable forest and related laws, rules and regulations governing the cutting and/or gathering, transport, disposition and/or utilization of forest products.
9. Depending upon the market demands and processing requirements, including species suitability, the allowable cut of rattan poles (unsplit) authorized under the license may be converted to split rattan at the empirical conversion ratio of twelve (12) lineal meters (unsplit) to a kilo of split rattan; Provided, that any undertaking for any conversion thereof shall have prior approval of the CENRO concerned.
10. The licensee shall plant the required number of rattan seedlings for every lineal meter of rattan poles cut, as determined by the Department Secretary or his authorized representative, or following guidelines provided for the purpose.
11. The Department shall delimit on the ground at the expense of the licensee holder, the boundary of the area covered by the license following guidelines provided for the purpose.
12. Before rattan harvesting operations, the licensee shall submit an annual cutting and replanting plan for approval by the Regional Executive Director concerned.
13. This contract shall cover only areas embraced and defined by the technical description of its metes and bounds; and should there be any titled private lands or areas covered by legally recognized private rights within the contract area, the same is hereby deemed excluded.

14. The forest charges shall be paid for every lineal meter of rattan cut/gathered in consonance with DAD No. 2000-63 dated 31 July 2000.
15. Violation of any of the above conditions shall be sufficient cause for the revocation of this permit without prejudice to the imposition of penalties in accordance with existing regulations.

HEHERSON T. ALVAREZ
Secretary

WOOD RECOVERY PERMIT
No. _____

Pursuant to Presidential Decree No. 705, as amended, and existing forestry laws, rules and regulations, a Wood Recovery Permit is hereby granted to:

PERMITTEE
ADDRESS

to gather, and/or utilize description of tree including number, volume and location.

This permit is subject to pertinent forestry laws, rules and regulations and the following conditions:

1. The lumber derived from the _____ tree shall be used only in the _____.
2. The gathering operation shall be under the direct supervision of the CENRO concerned or his authorized representative.
3. The permittee shall plant _____ tree saplings within the area to be identified by the RED concerned as replacement for the cut _____ tree.
4. The permittee shall submit a report after the expiration of this permit.

This permit is effective on the date of issue and expires thirty (30) days from issuance hereof or as soon as the volume authorized herein is exhausted whichever comes first.

Issued this _____ day of _____, 20__ at _____, Philippines

Secretary

cc: Regional Executive Director
DENR, R-__

Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City

MR./MRS. _____

This refers to your letter dated _____ requesting for a permit to cut _____ located at the _____.

After an evaluation of your request and based on the field report and documents submitted by the Regional Executive Director, DENR-NCR, and considering the merits of same, a **Special Tree Cutting Permit** is hereby granted subject to the following conditions in addition to existing forestry laws, rules and regulations:

1. That only _____ shall be cut/removed under this permit as described below:

SPECIES	NUMBER	DIAMETER	HEIGHT	VOLUME
----------------	---------------	-----------------	---------------	---------------

2. That before cutting the said tree, a billboard with dimension of 2 ft. x 4 ft. shall be installed near the tree to inform the public that the cutting is authorized by DENR;
3. That DENR shall not be held responsible for any untoward incident that might occur during the cutting operation;
4. That DENR _____ Monitoring Team with Tel. No. _____ shall be informed of the schedule of cutting operation for supervision and monitoring;
5. That a landscaping plan shall be implemented in the area to maintain beauty and wholesome environment and to mitigate loss of oxygen as a result of the cutting of the tree, to be monitored later by DENR-NCR.
6. That the cut tree including its tops and branches shall be disposed for official use of the Barangay;
7. That a terminal report shall be submitted to the DENR after the expiration of the permit;
8. That violation of any of the said conditions shall be sufficient cause for the cancellation/revocation of this permit without prejudice to the imposition of penalties, in accordance with PD 953 and other applicable rules and regulations.

This permit shall expire fifteen (15) days upon receipt hereof or as soon as the volume authorized herein have been cut whichever comes first.

Very truly yours,

Secretary

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ____ day of _____, 20__ at Manila, Philippines, by and between:

The **PHILIPPINE TOURISM AUTHORITY**, a government corporation with office address at Tourism Building, Agrifina Circle, Ermita Manila, herein represented by its General Manager. Angelito Banayo hereinafter referred to as the **AUTHORITY**;

-and -

The **MUNICIPALITY OF MANGATAREM, PANGASINAN**, a Municipal Corporation, created and existing under Philippine Laws, represented herein by its Mayor. Honorable Nelson C. Cruz hereinafter referred to as the **MUNICIPALITY**;

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, thru the **MANLELUAG SPRING NATIONAL PARK-PAMB (MSNP)** herein represented by its Chairman, Region I Executive Director Victor J. Ancheta, hereinafter referred to as the **DENR**;

WITNESSETH:

WHEREAS, by virtue of Republic Act No. 7586, otherwise known as the National Integrated Protected Area System (NIPAS Act) dated June 01, 1992, the DENR was mandated to conserve, protect, develop and manage all national parks and other protected areas through the Protected Area Management Board (PAMB) created under Section 11, of the same Act.

WHEREAS, the **AUTHORITY** as part of its overall tourism development plan has embarked on a beautification program of certain tourist destinations, attractions and areas including National Park and other protected areas in the country;

WHEREAS, the **MUNICIPALITY** is mandated to implement the local tourism activities within its territorial limits which includes the Manleluag Spring National Park;

WHEREAS, upon consultation with the **MUNICIPALITY**, the **AUTHORITY** has identified the Manleluag Spring National Park which was declared as such pursuant to Proclamation No. 612 dated September 3, 1940 located at Mangatarem, Pangasinan, as one of the priority projects for said beautification program;

WHEREAS, the **AUTHORITY** and the **MUNICIPALITY** have mutually agreed to develop, improve, beautify and continue to maintain this program in the Municipality of Mangatarem;

WHEREAS, the **MUNICIPALITY** and the **AUTHORITY** have decided to turn-over the project, its operation, administration, conservation and maintenance to the DENR;

NOW THEREFORE, in view of the foregoing premises, and mutual covenants, and undertaking hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I OBJECTIVE

The **AUTHORITY, DENR** and **MUNICIPALITY** hereby agree to develop, improve, conserve, beautify and maintain the **MANLELUAG SPRING NATIONAL PARK** located at Mangatarem, Pangasinan, for the benefit and enjoyment of domestic as well as foreign tourists and the general public.

ARTICLE II RESPONSIBILITIES OF PARTIES

A. Consistent with the purpose of this Agreement, the DENR shall:

1. Identify and delimit adequate areas as agreed by all parties for tourism activities;
2. Collect entrance fees and other necessary fees for the use of resources and facilities within Manleluag Spring National Park and deposit the same to the IPAF;
3. Accept the formal turnover of the project, upon its completion in accordance with approved plans as certified to by the AUTHORITY's Engineer.
4. Obtain all administrative and government consent, approval and authorization necessary for the validity and enforceability of this Agreement and the performance of all its obligations hereunder.

B. The AUTHORITY shall:

1. Provide the necessary funds for the beautification and improvement of MANLELUAG SPRING NATIONAL PARK located at Mangatarem, Pangasinan in accordance with its plans and specifications;
2. Turnover the said project, upon completion to DENR which shall, thereafter, be fully responsible for its operation, administration, proper maintenance and conservation; and
3. Assist at its' own expense the promotion and/or marketing of the project as a tourist destination.

C. For its part, the MUNICIPALITY shall:

1. Assist the DENR in the protection of the MSNP.
2. Assist the Authority in the promotion and marketing of the MSNP as a tourist destination.
3. Improve and maintain the access road going to MSNP.
4. Collect/gather and dispose the garbage and assist DENR in the maintenance of cleanliness in the MSNP.
5. Assist the DENR in the maintenance of peace and order in the MSNP.

D. Other Covenants:

1. It is hereby understood and agreed that whatever proceeds or revenues that may be generated from the operation and administration of the project shall be used as follows:
 - 1.a Twenty-five percent (25%) of the gross receipts derived from the project shall be given to the Central IPAF;
 - 1.b Seventy-five percent (75%) of the gross receipts derived from the project shall be used solely for the operation, administration and maintenance of the National Park;
 - 1.c Ten percent (10%) from the 75% sub-fund shall be given to the Municipality to be used

solely for the improvement and maintenance of the access road, waste management, maintenance of the peace and order and promotion and marketing of the Park.

2. It is hereby understood and agreed that the AUTHORITY or its duly authorized representative shall have the right to inspect the premises at any reasonable hour of the day upon presentation by the representative of an authorization and proper identification for the purpose. Failure to present the above shall give the MSNP-PAMB the right to deny access to the premises;
3. It is hereby understood and agreed that the AUTHORITY and/or the Department of Tourism shall have the right to use the facilities free of charge at all times upon due notice to DENR subject however to reservation arrangements;
4. It is hereby understood and agreed that the DENR shall be the owner of all structures and facilities constructed by reason of this Agreement upon proper turnover; and
5. Likewise, it is hereby understood that all previous agreements entered into by the herein parties with regards to the project, inconsistent with any of the foregoing provisions are hereby amended accordingly.

ARTICLE III LIMITATIONS

The Authority and the Municipality shall not enter into any contract of agreement in the name of the DENR in the course of implementing this Agreement, without the written consent from the DENR.

ARTICLE IV TERMS OF AGREEMENT

This Agreement shall take effect on the date of its signing and may be revised, amended or modified upon mutual consent of the parties concerned. However, the DENR reserves the right to rescind this Agreement should the other two parties fail to comply with their obligations or violate any of the terms and conditions herein set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 20 __
at _____.

Philippine Tourism Authority:

Municipality of Mangatarem:

ANGELITO BANAYO
General Manager

NELSON C. CRUZ
Municipal Mayor

Department of Environment and Natural Resources

Chairman
Manleluag Spring National Park-PAMB

Witness

Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City)

BEFORE ME, a Notary Public for and in the Province of Pangasinan personally appeared VICTOR J. ANCHETA, NELSON C. CRUZ and ANGELITO BANAYO with Community Tax Certificate Nos. 12288857, 13042559, at San Fernando City, Mangatarem, Pangasinan, respectively, known to me to be the same persons who executed the foregoing instrument on which this acknowledgement that the same is their own free acts and deeds.

IN WITNESS WHEREOF, they have hereunto signed their names on this Agreement consisting of six (6) pages including this page which bears my signature.

WITNESS my hand and seal on date and place aforesaid.

Doc. No.
Page No.
Book No.
Series of

Republic of the Philippines
Department of Environment and Natural Resources
PROTECTED AREAS AND WILDLIFE BUREAU
DENR Compound, Visayas Avenue, Diliman, Quezon City
Telephone # 927-61-05 Telefax # 928-20-96/925-21-23

WILDLIFE GRATUITOUS PERMIT**NO. 117**

Holder: **Conservation International-Philippines**
Mr. Dario J. Pagcaliwagan
Country Director

**GRATUITOUS PERMIT TO COLLECT WILD FAUNA AND FLORA FOR
BIOLOGICAL RESOURCE ASSESSMENT PURPOSES**

Pursuant to Republic Act 9147, Executive Order No. 247, and its Implementing Rules and Regulations (DENR Administrative Order No. 20), in pursuit of the Memorandum of Agreement (MOA) entered into by and between the Conservation International-Philippines and the Department of Environment and Natural Resources (DENR) and in connection with the conduct of the Project **“Biological Resource Assessment of the Sierra Madre Mountain Range: Northern Cagayan, Peñablanca Protected Landscape and Seascape, Quirino Province and Northern Quezon”**, a Wildlife Gratuitous Permit to collect wild fauna and flora specimens is hereby granted to **Mr. Dario J. Pagcaliwagan**, of the Conservation International-Philippines, subject to the terms and conditions herein specified:

1. The Permittee may collect only the following:
 - 1.a a maximum of five(5) individuals of unknown species of fauna;
 - 1.b ten (10) samples of fertile (vegetative and flowering parts) and three (3) samples of sterile (vegetative parts) per species of flora.
2. The Permittee shall not collect any threatened and fully described fauna species. In case of accidental capture, the Permittee shall release the said fauna immediately after documentation, i.e., picture taking/video filming and recording of basic information/physical characteristics of the species. The Permittee shall likewise release immediately any excess quantity of fauna captured.
3. The Permittee shall collect the above-mentioned specimens in the municipalities of Maddela and Nagtipunan, Quirino; Mt. Binuang, Gen. Nakar, Quezon; and Peñablanca Protected Landscape and Seascape (PPLS) expansion area only. Provided that no collection shall be done within areas occupied by Indigenous Peoples (IPs)/indigenous Cultural Communities (ICCs) unless Prior Informed Consent (PIC) has been obtained from such communities; For this purpose, the permittee shall submit to PAWB the original copy of the PIC obtained from said communities prior to any collection;
4. The Permittee shall coordinate all collection activities with the concerned DENR-Regional Offices and/or Provincial or Community Environment and Natural Resources

Office, and ensure that a representative from any of said DENR Offices is involved in the collection activities at the expense of the Permittee;

5. The Permittee shall ensure that the collection method(s) employed shall not cause injury to species not intended for collection. Likewise, the Permittee shall exert all efforts to ensure that the collection process shall only cause minimum disturbance of the habitat and other organisms found thereat;
6. Local transport of the specimens collected under this GP shall be accompanied by a Transport Permit issued by the DENR Regional, Provincial or Community Environment and Natural Resources Office nearest to the place of collection;
7. All specimens collected under this GP shall be used strictly for taxonomic studies, and/or other conservation related researches and shall not be used commercially, including pharmacological screening or toxicological test or extraction of genetic materials for commercial purposes;
8. All specimens collected under this GP shall remain property of the Philippine Government. A complete set of specimens collected, properly labeled and preserved, must be deposited at the Philippine National Museum (PNM). Remaining fauna specimens shall be deposited at the Museum of Natural History, University of the Philippines Los Baños while remaining flora specimens shall be deposited at the Institute of Biology Museum and Herbarium of the University of the Philippines Diliman. Loan and transfer of any of these specimens to any third party, individual or entity shall be subject to prior clearance from the DENR-PAWB;
9. In case there is a need to export certain specimens for further taxonomic studies, the Permittee shall ensure that the specimens to be exported are free from any disease and are not carriers of any disease that can pose danger to the health and safety of humans and other living organisms. Provided, that said exportation shall be subject to existing DENR and international policies, rules and regulations on wildlife exportation such as the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) requirements. Provided further, that prior to any shipment, the Permittee shall inform the DENR through PAWB of the museum/institution abroad where the specimens shall be temporarily deposited for study and furnish the DENR-PAWB a copy of the written consent of said museum/institution prior to any exportation. Provided finally, that any specimen exported shall be returned to the Philippines through the National Museum of the Philippines (PNM) after the completion of the study;
10. All Filipino citizens and any Philippine government entity shall be allowed complete access to specimens deposited abroad subject to international protocol as may be appropriate;
11. In case the research being conducted has potential commercial prospects as determined by the Inter-Agency Committee on Biological and Genetic Resources (IACBGR), the Permittee shall enter into a Commercial Research Agreement (CRA) with the DENR and/or other appropriate Philippine Government agency;
12. The Permittee shall ensure that all immediate, medium and long term benefits arising/ resulting directly or indirectly from the research activity utilizing the Philippine specimens

collected under this Permit is equitably shared between the Philippine Government through the DENR and the Permittee. As such:

- 12.1. All data and information generated from the collected specimens shall be jointly owned by the DENR, the PAMB of PPLS, concerned municipalities and the Permittee;
- 12.2. The DENR shall be acknowledged in all publications and in all the data generated from the specimens collected under this Permit and co-authorship shall be accorded to DENR personnel and other Filipino scientists/researchers who have been directly involved in the research/collection activity;
- 12.3. The Permittee shall allow DENR personnel and other concerned parties complete access to specimens collected and data/information generated from the study; Provided that, such access shall be governed by protocol or access agreement as the case maybe; Provided further, that data/information to be regarded as confidential as mutually determined by the DENR and the Permittee shall not be divulged to any third party unless agreed upon by both parties;
- 12.4. The Permittee shall submit to the DENR thru PAWB, copy furnish all parties concerned, the following:
 - 12.4.1. Collection report, indicating the species and quantity collected, date of collection, and specific area(s) of collection within fifteen (15) days from the completion of the collection activity. Said report must be attested by the DENR representative who joined the collection of the specimens;
 - 12.4.2. Semi-annual progress report indicating the ecological condition/state of the study being conducted, as well as other information on the species collected, such as the name of the private or government museums and herbaria that have used or are currently using the collected Philippine species and/or their database;
 - 12.4.3. Terminal report indicating significant results/findings from the study conducted utilizing the collected specimens within sixty (60) days upon completion of the study;
13. The Permittee shall comply with other provisions of Republic Act 7586 or NIPAS Act, Republic Act 9147 and EO 247 which may be appropriate but were not included in this Permit;
14. The Permittee shall ensure that the terms and conditions in this Permit are complied with by its affiliated researchers/scientists;
15. This Permit is non-transferable and shall be in full force and effect for a period of one (1) year from the date of issuance hereof unless sooner revoked or cancelled for non-compliance and/or violation of any of the terms and conditions herein specified;
16. Deliberate disregard or violation of any of the terms and conditions herein set forth shall result to the automatic cancellation of this Permit and confiscation of collected specimens in favor of the Philippine Government without prejudice to the application of

other appropriate measures as provided for under RA 7586, RA 9147, revised Forestry Code of the Philippines (PD 705, as amended), Executive Order 247 and other pertinent laws; and

17. The original copy of this Permit shall be surrendered to PAWB upon expiration.

Issued December 03, 2002 at Diliman, Quezon City, Philippines.

APPROVED BY:

(SGD) WILFRIDO S. POLLISCO
Director

COMMERCIAL RESEARCH AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

This Commercial Research Agreement made and entered into between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through (AGENCY), with office address at _____, duly represented by _____, hereinafter referred to as AGENCY;

-and-

PRINCIPAL COLLECTOR in collaboration with: (Philippine) COLLABORATOR

WITNESSETH: That

WHEREAS, under Articles Three and Fifteen of the United Nations Convention on Biological Diversity, done at Rio de Janeiro, Brazil on June 5, 1992 and entered into force on December 29, 1993, all parties to this agreement agree to recognize that the Republic of the Philippines has sovereignty over its biological resources;

WHEREAS, Section (i) Article XII of the Constitution of the Republic of the Philippines likewise provides that all natural resources are owned by the state;

WHEREAS, it is the policy of the Government of the Republic of the Philippines to regulate access to biological and genetic resources, as embodied in Executive Order No. 247, entitled "Prescribing Guidelines and Establishing a Regulatory Framework for the Prospecting of Biological and Genetic Resources, their By-Products and Derivatives, for Scientific and Commercial Purposes, and for Other Purposes," promulgated on May 18, 1995;

WHEREAS, (Collector) and (Philippine Collaborator) plan to collect and conduct scientific research on materials specifically enumerated in Attachment "1" hereof;

WHEREAS, the research to be conducted will advance general scientific knowledge and may result in immediate or long term, direct or indirect, benefits to the parties which they shall share equitably;

WHEREAS, (Collector) and (Philippine collaborator) have secured the prior informed consent of the (IP/LC/PAMB) and agree to share the knowledge they acquire, and render some assistance to the (IP/LC/PAMB), in exchange for the materials collected;

WHEREAS, (Collector) and (Philippine Collaborator) agree to strictly abide by the provisions of EO 247 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the above premises, the parties have herein agreed as follows:

SECTION 1. OWNERSHIP, DESCRIPTION AND USE OF MATERIALS

(a) The ownership of all MATERIALS shall remain with the Republic of the Philippines;

(b) Only the kind and quantity of MATERIALS listed under Attachment "1 " shall be collected. Collection shall be made only in the designated collection sites. Any changes in the quantity or collection area shall be made only upon written request by COLLECTOR/COLLABORATOR and subject to the approval of the AGENCY;

(c) MATERIALS not in the list, such as epiphytes, symbionts, commensals, parasites, and the like, which may have been collected accidentally or unintentionally, shall be subject to this Agreement. Provided, that COLLECTOR/COLLABORATOR undertakes to submit, not later than one year after the last collection, a list of identified unintentionally or accidentally collected species not listed in Attachment "1" and an inventory of unidentified materials;

(d) A quarterly report of the collections made, indicating the kind and quantity of MATERIALS, and semi-annual reports, including the ecological condition of the study areas and species, and research results shall be submitted to the IACBGR;

(e) Filipino citizens or any Philippine government entity shall be allowed complete access to the MATERIALS deposited at any ex-site depository or genebank, and all materials and documents related thereto, in conformity with the UN Convention on Biological Diversity and other international agreements;

(f) COLLECTOR/COLLABORATOR shall provide the AGENCY a complete list of institutions, museums, zoos, herbaria, genebanks and other depositories where materials, data and documents related thereto have been deposited;

(g) COLLECTOR/COLLABORATOR shall utilize MATERIALS only according to the purpose and general procedure outlined in Attachment "I." Any major change in purpose, use or procedure shall require the prior approval of the AGENCY.

(h) COLLECTOR/COLLABORATOR shall secure all permits required to transport MATERIALS locally or abroad as required by existing rules or international agreements.

SECTION 2. COLLABORATION WITH PHILIPPINE SCIENTISTS

A foreign COLLECTOR shall conduct the collection and research in collaboration with COLLABORATOR and other Philippine scientists under such terms and conditions mutually agreed upon. Provided, that the IACBGR may review such agreements to ensure compliance with the minimum terms and conditions of EO 247 and its Implementing Rules and Regulations. Provided, further, that the COLLABORATOR must be a Philippine institution or a scientist attached to the AGENCY or other Philippine government agencies, Philippine university or academic institutions.

SECTION 3. CONFIDENTIALITY

Full disclosure of MATERIALS, related data, documents and other information shall be ensured, unless the Parties agree otherwise. Said confidentiality shall apply until Parties agree that confidentiality is no longer required, or until said information enter the public domain through the action of persons not parties to this Agreement. Provided, further, that all DISCOVERIES of commercial product(s) derived from MATERIALS shall be made available to the Philippine government and local communities concerned. Redacted versions of this Agreement may be published after written approval from all parties. Provided, however, that disclosure of traditional knowledge is strictly prohibited.

SECTION 4. PRIOR INFORMED CONSENT OF (IP/LC)

COLLECTOR/COLLABORATOR shall have secured the prior informed consent (PIC) of the (IP/LC) before any bioprospecting activity, in accordance with the procedure prescribed by EO 247 and its Implementing Rules and Regulations.

SECTION 5. TRANSFER OF MATERIALS TO THIRD PARTIES

The terms and conditions of this Agreement shall apply equally to all Third Party recipients of MATERIALS. COLLECTOR/COLLABORATOR shall be responsible for ensuring compliance by Third Parties. All transfers shall be accompanied by a standard form Materials Transfer Agreement found in Attachment "2." All materials transferred shall be stamped "RECEIVED UNDER MATERIALS TRANSFER AGREEMENT—USE RESTRICTED" and "CONFIDENTIAL."

SECTION 6. EQUITABLE SHARING OF BENEFITS

Parties agree to the equitable sharing of benefits, direct or indirect, short- or long- term, including, but not limited to, direct assistance, technology transfer, profit-sharing, co-ownership of intellectual property, as provided in Attachment"3."

SECTION 7. BIOPROSPECTING FEE AND BOND

(a) A BIOPROSPECTING FEE in the amount of ____ shall be paid by the COLLECTOR/COLLABORATOR to the IACBGR upon approval of the Agreement;

(b) A performance, compensation and ecological rehabilitation BOND in the amount of ____ shall be deposited in favor of the AGENCY upon approval of the Agreement.

SECTION 8. EFFECTIVITY

This Agreement shall be valid for a period of three (3) years and may be renewed for a like period, without prejudice to the prohibitions and conditions in Section 1 (g); Section 3; Section 5 and Section 6 hereof.

SECTION 9. CONFLICTS RESOLUTION

(a) This Agreement and the Parties' rights and obligations shall be interpreted under the laws of the Republic of the Philippines, without reference to conflicts of law provisions; Provided, that all interpretations shall be in accordance with the provisions and policy objectives of EO 247 and its Implementing Rules and Regulations.

(b) Any suit arising out of this Agreement shall be prosecuted exclusively in Quezon City, Philippines.

SECTION 10. PENALTY PROVISIONS

(a) Any violation by COLLECTOR/COLLABORATOR of the terms and conditions of this Agreement shall result in the automatic cancellation/revocation of this Agreement; confiscation of MATERIALS in favor of the government; forfeiture of BOND, and imposition of perpetual ban on bioprospecting in the Philippines, without prejudice to other sanctions provided by law;

(b) COLLECTOR may seek rescission of this Agreement on the grounds of bankruptcy, force majeure and security problems. Provided, that in the case of bankruptcy, all bonds shall be forfeited and all equipment, MATERIALS and related documents transferred to COLLABORATOR and other Philippine scientists/ institutions. In case of force majeure or security problems, alternative collection sites may be provided, subject to the requirements of prior informed consent of the indigenous or local communities.

(c) Notwithstanding paragraph (a) of this Section, ... *[note: parties may stipulate on amount of liquidated damages for violation of specific contractual obligations, e.g. failure to pay agreed profit share, etc.]*

SECTION 11. ATTACHMENTS AND SEPARABILITY

(a) Attachments "1","2","3" referred to above and "4" on the Definition of Terms, are made integral parts of this Agreement;

(b) The terms and conditions of this Agreement are severable.

IN WITNESS HEREOF, parties have executed this Agreement.

AGENCY

COLLECTOR

COLLABORATOR

ACKNOWLEDGEMENT

BEFORE ME, this day of _____, 20____, in _____, personally appeared the following persons:

NAME	CTC No.	ISSUED at/on
-------------	----------------	---------------------

known to me and to me known to be the same persons who executed the foregoing document consisting of (__) pages including this page and the subsequent attachments and attesting that same is their free and voluntary act.

Notary Public

Doc No.
Page No.
Book No.
Series of 20_____

ATTACHMENT "1"- DESCRIPTION AND USE OF MATERIALS

[example)

1.01 PURPOSE(S) OF COLLECTION

1.01.1 Taxonomic identification

1.01.2 Cytotoxicity of extracts

1.01.3 Identification of active compounds

1.01.4 Synthesis of analogous compounds

1.01.5 Identification of DNA sequence, etc.

1.02 PRIMARY LIST OF MATERIALS TO BE COLLECTED

Form

venom

whole or anism flowers

whole or anisms soil sample

1.03 GENERAL OUTLINE OF RESEARCH PROTOCOL

[Collector/Collaborator should describe briefly but accurately, the procedures they will follow in collecting and processing the materials. They are not allowed to deviate from these procedures without the prior consent of the Agency.]

ATTACHMENT "2" -TRANSFERS TO THIRD PARTY RECIPIENTS

2.01 MODEL MATERIAL TRANSFER AGREEMENT

The following Material Transfer Agreement shall accompany all transfers of MATERIALS subject to this Commercial Research Agreement:

Recipient of enclosed biological material or data (Third Party Recipient) is advised that enclosed Material or Inventions or data is subject to contractual obligations regarding its use and disposition. Material or Inventions or data under said contractual obligations will be clearly marked with a stamp identifying it as such with the words "Received Under Material Transfer Agreement-Use Restricted." All references to "Material" in this Agreement refer explicitly to said Material or Inventions or data marked clearly with this stamp. Acceptance of this shipment constitutes an Agreement by Third Party Recipient to honor the following Terms and Conditions detailing use and disposition of transferred Material or Inventions or data.

TERMS AND CONDITIONS OF THIS AGREEMENT:

1. Ownership of MATERIAL is defined explicitly by a RESEARCH AGREEMENT between original source AGENCY and original COLLECTOR/COLLABORATOR. Provider of this Material to Third Party Recipient is identical to the original COLLECTOR/COLLABORATOR of this MATERIAL. Redacted copies of original RESEARCH AGREEMENT are available upon request.
2. Material is provided to Third Party Recipient for research use only. Third Party Recipient shall not transfer MATERIAL to any other Third Party Recipient without written permission of original source AGENCY.
3. Third Party Recipient shall treat as CONFIDENTIAL all MATERIAL transferred bearing the stamp "Confidential", and shall not divulge or describe CONFIDENTIAL MATERIAL unless specifically authorized in writing by AGENCY, or unless said MATERIAL enter the public domain through the action of unrelated parties.
4. Third Party Recipient promises that MATERIAL shall not be used for commercial purposes, and that no attempt shall be made to obtain intellectual property rights to MATERIAL. Third Party Recipient shall consult with original source AGENCY of this MATERIAL before attempting to obtain intellectual property rights to inventions developed from MATERIAL, and before attempting to license or otherwise develop said intellectual property. Third Party Recipient may be under contractual obligation to share inventorship of intellectual property, or to negotiate royalties or other benefits upon licensing or commercialization of said intellectual property, with Parties to original COMMERCIAL RESEARCH AGREEMENT.
5. Third Party Recipient shall consult with original source AGENCY of this MATERIAL before attempting to publish scientific manuscripts reporting research performed on MATERIAL. Third Party Recipient may be under contractual obligation to share written drafts of manuscript before publication with, acknowledge contributions of, or co-author manuscript with Parties to original COMMERCIAL RESEARCH AGREEMENT.
6. MATERIAL is understood to be experimental in nature. Original source AGENCY and original COLLECTOR/COLLABORATOR of this MATERIAL make no representations and extend no warranties of any kind, either express or implied, and shall not be liable for any damages resulting from use or misuse of transferred MATERIAL or its derivatives by Third Party Recipient. Original COLLECTOR/COLLABORATOR of this MATERIAL has certified that proper permission was obtained for the export of MATERIAL from the country of origin, and documentation is available upon request.
7. Failure of Third Party Recipient to comply with the Terms and Conditions of this Agreement shall be grounds for termination of this Agreement and return of MATERIAL at the expense of Third Party Recipient.

ATTACHMENT "3" EQUITABLE SHARING OF BENEFITS

3.01 ACCESS TO DISCOVERIES

All DISCOVERIES derived from Philippine MATERIALS shall be made available to the Philippine government and local communities concerned.

3.02 DISCOVERIES FROM ENDEMIC SPECIES

In instances where DISCOVERIES are developed from the conduct of research on Philippine endemic species, the Principal shall make available to the Philippine government, through a designated Philippine institution, the use of such DISCOVERY, commercially and locally without paying royalty to the Discoverer/Inventor. Provided, however, that where appropriate and applicable, other agreements may be negotiated by the parties. Provided, further, that in case of germplasm exchange the technology shall be shared with the collaborating National Agricultural Research Systems in line with the mission statement of such center in accordance with the protocol under international law;

3.03 INVENTIONS, LICENSING AND PAYMENT OF ROYALTIES

A separate agreement shall be made for the transfer of royalty, benefits, technology and agreements in case INVENTIONS are derived from the MATERIALS collected;

3.04 PROFIT SHARING

In the event that a technology or INVENTION is developed and marketed out of the MATERIALS collected in the Philippines, an equity or remittance, in the amount equivalent to (% gross sales or % profits) shall be equitably shared with the AGENCY or with the Integrated Protected Areas Fund (IPAF) if the MATERIALS come from Protected Areas and the concerned IP/LC who gave the PIC or the person who provided such MATERIAL from private property.

3.05 OTHER BENEFITS

Checklist of benefit-sharing options:

1. Employment opportunities for residents of the collection site / other technical or non-technical personnel.
2. Training and scholarships
3. Seminars/ IEC
4. Donation of equipment
5. Performance of rituals / other requirements particular to the IPs

ATTACHMENT "4" -DEFINITION OF TERMS

4.01 BIOPROSPECTING -refers to the research, collection and utilization of biological and genetic resources for purposes of applying the knowledge derived therefrom to scientific and/or commercial purposes.

4.02 DISCOVERIES -Knowledge, including inventions, derived from the study or use of MATERIALS, whether subject to protection or not.

4.03 IACBGR -Inter-Agency Committee on Biological and Genetic Resources, created under EO 247, series of 1995.

4.04 INVENTIONS -Any process involving, uses of constituents of or molecular constituents of, including chemical derivatives of or analogs developed from, or products chemically modeled after, MATERIAL. INVENTIONS may be eligible for intellectual property protection such as patents, plant variety protection, to trade secret protection. Examples of inventions include, but are not limited to, new chemical entities such as genes, genetic sequences, or chemical derivatives or analogs of these; hybrid or transgenic organisms and parental lines; homogeneous and stable cultured cells or cell lines derived from organisms which are discovered to possess medicinal, diagnostic, agricultural or other useful properties; useful chemical or biochemical processes utilizing organisms or chemical extracts or biochemical extracts; or products based in whole or in part on specific molecular formulations such as those derived from a gas chromatograph trace.

4.05 MATERIALS - Any biological organism, either in whole or in part (including progeny, germplasm and microbial cultures), which is collected within the Republic of the Philippines, or derivatives prepared from biological organisms which constitute a partially purified or fractionated sub-set, or an unmodified functional sub-unit, and which are not novel or are not non-obvious, or are products of nature. Examples include, but are not limited to, organisms both endemic and non-endemic, such as plants, animals, microbes and viruses. Examples of derivatives include, but are not limited to, uncharacterized chemical or biochemical extracts; fermentation or culture broths; uncharacterized DNA or RNA libraries; or heterogeneous cell cultures derived from tissue explants.

CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA

- IMPORT
- EXPORT
- RE-EXPORT

PERMIT

1. EXPORTER/RE-EXPORTER	2. ORIGINAL PERMIT NO.	3. VALID UNTIL	
4. IMPORTER (CONSIGNEE)	5. ISSUING AUTHORITY <div style="text-align: right; margin-right: 20px;">  </div> Republic of the Philippines Department of Environment and Natural Resources PROTECTED AREAS AND WILDLIFE BUREAU Telephone: (632) 924-60-31 to 35 Fax: 924-01-09		
6. SPECIAL CONDITIONS For live animals, this permit is only valid if the transport conditions conform to the Guidelines for Transport of Live Animals, or in the case of Air Transport, to the IATA Regulations.	7. Country of (re-)exportation		
	7a. Permit number of original Permit (In case of Re-export)		
	8. Country of destination		
	9. Security Stamp Number		
10. SCIENTIFIC NAME (GENUS AND SPECIES) OR COMMON NAME OF PLANT OR ANIMAL	11. DESCRIPTION OF PART OR DERIVATIVE, INCLUDING IDENTIFYING MARKS OR NUMBERS (AGE & SEX)	12. APPENDIX NUMBER AND SOURCE	13. QUANTITY OF SPECIMEN AND/OR WEIGHT (Kg.)
14. The undersigned hereby certifies that all information given in this permit are true and correct		APPROVED BY	
_____ SIGNATURE DATE	_____ SIGNATURE DATE		
Permit Conditions: <input type="checkbox"/> The goods described above are permitted subject to all conditions described herein in accordance with the IMPORT AND EXPORT permit act and any regulation made thereunder. <input type="checkbox"/> This permit is valid only for use of the applicant as indicated. <input type="checkbox"/> Customs documents must agree with this permit. <input type="checkbox"/> This permit is valid only if it bears the CITES stamp, dry seal of Protected Areas and Wildlife Bureau and no erasures or alterations. <input type="checkbox"/> No partial shipment is allowed under this permit. <input type="checkbox"/> Original copy of this permit must be surrendered to the Management Authority of the Importing country.		15. CHECKED BY CUSTOMS OFFICER (PORT OF EXIT/ENTRY) _____ DATE AND SIGNATURE VALIDATED BY DENR MONITORING TEAM: _____ DATE AND SIGNATURE	

Republic of the Philippines
Department of Environment and Natural Resources
PROTECTED AREAS AND WILDLIFE BUREAU
DENR Compound, Visayas Avenue, Diliman, Quezon City
Telephone # 927-61-05 Telefax # 928-20-96/925-21-23

Wild Fauna
Farm Permit No. _____ DENR (Renewal)

WILDLIFE FARM PERMIT
(Butterfly)

Pursuant to the provisions of Executive Order No. 192 dated June 10, 1987, Section 7 of Act 2590 as amended and P.D. 705 as amended by P.D. 1559 dated June 11, 1978, _____ of _____ is hereby granted a Wildlife Farm Permit subject to the terms, conditions and restrictions as herein specified:

1. The permittee shall maintain and operate a wildlife breeding farm facility at _____ for butterfly that shall be granted under a Wildlife Collector's Permit for Breeding (WCPB) by the DENR. Establishment of additional facilities should have prior clearance from the DENR through PAWB;
2. The permittee shall allow authorized DENR representative(s), to inspect and monitor the farm facilities or premises;
3. The permittee shall submit quarterly breeding reports to the Director, PAWB through DENR-Region 4 for the accreditation of species bred within the farm. Further, ten percent (10%) of the total production of bred butterflies shall be released quarterly for replenishment of the wild population to be witnessed by representative(s) from local DENR Office. A certification to this effect by the CENRO or PENRO representative shall be submitted to PAWB which shall be one of the bases for renewal of this permit;
4. Only progenies of captive-bred specimens shall be allowed for trade;
5. In case of exportation of captive-bred species, the permittee shall present the wildlife for inspection and verification. A Wildlife Certification shall be issued only upon payment of the required certification fee;
6. The permittee shall file her application for a permit to export wildlife at least three (3) days before the intended date of shipment. A certification under oath stating the true export value of the fauna for export and copy of DTI Export Declaration shall be attached thereto;
7. In case of request for re-issuance of a wildlife export permit, the original copy thereof shall be surrendered and the applicant shall apply for re-inspection of the wildlife specimens for export;
8. In case of request for re-issuance of a wildlife export permit, the original copy thereof shall be surrendered and the applicant shall apply for re-inspection of the wildlife specimens for export;
9. The permittee shall make a commitment in writing to pursue an Environmental Conservation Program to be submitted to PAWB, within the first three (3) months of the effectivity of this permit. Compliance to the commitment shall be one of the bases for renewal hereof;

10. In case of any intention to conduct bioprospecting activities, such activities shall be subject to prior clearance from PAWB and should be undertaken in accordance with the provisions of Executive Order No. 247 or other laws, applicable thereon;
11. Any alteration, erasure or obliteration in this permit shall be sufficient ground for the cancellation/revocation of this permit without prejudice to criminal and other liabilities of the offender;
12. Failure to comply with any of the terms and conditions specified under this permit shall be sufficient ground for the immediate cancellation of this permit and its non-renewal; and
13. This permit is non-transferable and shall be in force from the date of issuance hereof until _____ unless sooner revoked or cancelled for non-compliance with and/or violation of the terms and conditions specified in this permit, or for violation of pertinent laws, rules and regulations.

APPROVED BY:

Director

RECOMMENDING APPROVAL:

Chairman,
Inter-Agency Wildlife Management Committee

The permit fee of One Thousand Pesos (P1,000.00) required under DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____.

Issued this day _____ day of _____, _____ at Quezon City, Philippines.

Republic of the Philippines
Department of Environment and Natural Resources
PROTECTED AREAS AND WILDLIFE BUREAU
Quezon Avenue, Diliman, Quezon City
Tel. No. 9246031 to 35 Fax No. 924 0109
website: <http://www.pawb.gov.ph> Email: planning@pawb.gov.ph

Wildlife**Farm Permit No. WFP 2002 - _____ DENR (Renewal)****WILDLIFE FARM PERMIT
(Philippine Monkeys)**

Pursuant to the provisions of Executive Order No. 192 dated June 10, 1987 and Sections 17 and 20 of Republic Act 9147 dated July 30, 2001, _____ c/o _____, of _____ is hereby granted a Wildlife Farm Permit subject to the terms, conditions and restrictions as herein specified:

1. The permittee shall maintain and operate a wildlife breeding farm facility for Philippine Monkeys at _____ and holding facility at _____. Establishment of additional facilities at _____ shall be allowed in the new collection sites like _____ and such other areas in accordance with the terms and conditions of Wildlife Collector's Permit No. _____;
2. The permittee shall ensure the safety and proper maintenance of the wildlife in its facilities, observe hygiene and strict quarantine procedure in its operation and assume full responsibility and accountability over any disease outbreaks or epidemic that might arise or originate from its facility;
3. The permittee shall ensure full compliance to the terms and conditions of the Environmental Compliance Certificate issue by the DENR;
4. The permittee shall submit a quarterly breeding report (prescribed form attached) to the DENR through the Director, PAWB for the accreditation of species bred within the farm. Only those accredited progenies shall be allowed for trade and issuance of export permit. A report on the acquisition of breeders, disposition of progenies, mortalities and record of over-aged and unproductive breeders shall likewise be submitted. In case of mortalities, necropsy reports should be included;
5. In case of exportation of bred species, the permittee shall present the wildlife specimens for inspection and verification. A CITES Export Permit shall be issued only upon payment of the required certification fee;
6. The permittee shall file his/her application for a CITES Export Permit at least three (3) days before the intended date of shipment. A certification under oath stating the true export value of the fauna for export and copy of DTI Export Declaration shall be attached thereto;
7. In case of request for re-issuance of CITES Export Permit, the original copy thereof shall be surrendered and the applicant shall apply for re-inspection of the wildlife species for export;
8. The permittee shall secure Transport Permit from the DENR Regional Office, PENRO or CENRO nearest the breeding farm for the transport of monkeys, its parts and derivatives from one place to another;

9. The permittee shall submit the original copy of Transport Permit to PAWB within seven (7) days upon arrival of the animals in the farm. Corresponding tattoo codes shall be issued based on the quantity of animals reflected in the transport permit and shall be validated once tattooing is complete;
10. The permittee shall allow duly authorized DENR personnel to inspect the farm facilities or premises upon prior notice and/or make an inventory of existing stock;
11. In case of any intention to conduct bioprospecting activities, such activities shall be subject to prior clearance from PAWB and should be undertaken in accordance with the provisions of Executive Order No. 247 or other laws applicable thereon;
12. The permittee shall make a commitment in writing to pursue an Environmental Conservation Program of his own or to be undertaken collectively with other permittees of PAWB, to be signed by the permittee or by the highest official of the company, as the case may be. The plan which include concept and budget must be submitted within the first three (3) months of the effectivity of this permit. Compliance to this commitment shall be one of the bases for renewal thereof;
13. Any alteration, erasure or obliteration in this permit shall be sufficient ground for the cancellation/revocation of this permit without prejudice to criminal and other liabilities of the offender;
14. Failure to comply with any of the terms and conditions specified under this permit shall be sufficient ground for the immediate cancellation of this permit and disqualification from renewal;
15. This permit is non-transferable and shall be in force from the date of issuance hereof until _____ unless sooner revoked or cancelled for non-compliance with and/or violation of the terms and conditions specified in this permit, or for violation of pertinent laws, rules and regulations; and
16. Original copy of this permit shall be surrendered to this Office upon expiration.

The permit fee of One Thousand Pesos (₱1,000.00) required under DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____.

Issued this _____ day of _____, 20____ at Quezon City, Philippines.

RECOMMENDING APPROVAL:

Chairperson
Inter-Agency Wildlife Management
Committee

APPROVED BY:

Director

5. The names and addresses of trappers/collectors commissioned by the permittee shall be registered with the nearest DENR, PENRO/CENRO Offices;
6. In case of any intention to conduct bioprospecting activities, such activities shall require prior clearance from PAWB and should be undertaken in accordance with the provisions of Executive Order No. 247 and other laws applicable thereon;
7. Any alteration, erasure or obliteration in this permit shall be sufficient ground for the cancellation/revocation of this permit without prejudice to criminal and other liabilities of the offender;
8. Failure to comply with any of the terms and conditions specified under this permit shall be sufficient ground for the immediate cancellation of this permit and disqualification from renewal;
9. This permit is non-transferable and shall be in force from the date of issuance hereof until _____ unless sooner revoked or cancelled for non-compliance with and/or violation of the terms and conditions specified in this permit, or for violation of pertinent laws, rules and regulations; and
10. Original copy of this permit shall be surrendered to this Office upon expiration.

The permit fee of One Thousand Pesos (P1,000.00) required under DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____.

Issued this _____ day of _____, 20____ at Quezon City, Philippines.

RECOMMENDING APPROVAL:

Chairperson
Inter-Agency Wildlife Management
Committee

APPROVED BY:

Director

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

DENR_Compound, Visayas Avenue, Diliman, Quezon City

Telephone # 927-61-05 Telefax # 928-20-96/925-21-23

Wild Fauna Collector's Permit No _____ (Renewal)**I. WILDLIFE COLLECTOR'S PERMIT FOR BREEDING**

Pursuant to the provisions of Executive Order No. 192 dated June 10, 1987, Section 7 of Act 2590 as amended and PD 705 as amended by PD 1559 dated June 11, 1978 _____ (NAME) of _____ (ADDRESS) _____, is hereby granted a permit to collect the following for breeding purposes:

SPECIES**QUANTITY**

Subject to the terms and conditions, limitations and restrictions as herein, provided:

1. The permittee shall collect the above-listed fauna in the Province of _____ and subject to clearance or prior Informed consent from affected Indigenous Cultural Communities and clearance from Local Government Units;
2. The permittee shall only collect for breeding purposes the species of wild fauna and the quantity specified in this permit;
3. The permittee shall submit a report to the DENR, through the PAWB Director, of all collections made under the permit, including mortality, indicating therein the quantity and species collected, places of collection, names and addresses of trappers/suppliers and such other information as the DENR requires;
4. All wild fauna collected by the permittee shall pass through the DENR Regional Executive Director, PENRO or CENRO nearest the place of collection, for inspection and issuance of transport permit;
5. The names and addresses of trappers/collectors commissioned by the permittee shall be registered with the nearest DENR, PENRO/CENRO Office;
6. In case of any intention to conduct bioprospecting activities, such activities shall be subject to prior clearance from PAWB and should be undertaken in accordance with the provisions of Executive Order No. 247 and other laws applicable thereto;
7. Any alteration, erasure or obliteration in this permit shall be a sufficient ground for the cancellation/revocation hereof without prejudice to criminal and other liabilities of the offender;

8. Failure to comply with any of the terms and' conditions specified under this permit shall be sufficient ground for the immediate cancellation of this permit and its non-renewal; and
9. This permit is non-transferable and shall be in force from the date of issuance hereof until unless sooner revoked or cancelled for non-compliance with and/or violation of the terms and conditions specified in this permit, or for violation of pertinent laws, rules and regulations.

APPROVED BY:

Director

RECOMMENDING APPROVAL:

Chairman

The permit fee of _____ (Amount in Words) _____ required under DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____. Issued this day of _____, 20__ at Quezon City, Philippines.

Republic of the Philippines
Department of Environment and Natural Resources
PROTECTED AREAS AND WILDLIFE BUREAU
Quezon Avenue, Diliman, Quezon City
Tel. No. 9246031 to 35 Fax No. 924 0109
website: <http://www.pawb.gov.ph> Email: planning@pawb.gov.ph

Wildlife
Collector's Permit No. WFPb 2002 - _____ (Renewal)

**WILDLIFE COLLECTOR'S PERMIT
(FOR REPLACEMENT OF UNPRODUCTIVE/DECEASED/OVER-AGED BREEDERS)**

Pursuant to the provisions of Executive Order No. 192 dated June 10, 1987 and Sections 17 and 20 of Republic Act 9147 dated July 30, 2001, DENR Administrative Order No. 29, series of 1993 and DENR Memorandum Circular No. 95-19, series of 1995 and in order to support the captive-breeding endeavor of the monkey industry, _____ c/o _____, of _____ is hereby granted a permit to collect the following:

SPECIES

QUANTITY

XX

Subject to the terms, conditions and limitations as herein provided:

1. The permittee shall collect portion of the quota for monkeys in _____ while preparatory activities for the transfer of collection sites are being undertaken. The remaining portion of the quota shall henceforth be taken from the new collection sites in accordance with the attached indicative plan (Annex A);
2. The collection of monkey breeders shall gradually be transferred to other areas like _____ and such other sites as may be found feasible, within the 2nd or 3rd year of the validity of this permit. Holding facilities shall be provided in each area;
3. The permit holder shall be guided by the above-mentioned indicative plan in effecting the transfer of trapping areas. Strict monitoring of the collection activities shall be done by the DENR. Implementation of the plan shall be one of the bases for renewal hereof;
4. The monkeys herein allowed for collection shall be used as additional breeders and replacement of unproductive, over-aged and deceased monkey breeders in accordance with DENR Memorandum Circular No. 95-19, Series of 1995 and DENR Administrative Order No. 29, Series of 1993. These monkeys shall not be allowed for export and pregnant monkeys shall not be collected. They shall be strictly quarantined in the holding facilities at the collection site for at least two (2) weeks and shall be negative/cleared for Ebola (Reston)

virus infection by the Research Institute for Tropical Medicine-Department of Health (RITM-DOH), before transport to the breeding farm;

5. The permittee shall ensure the safety and proper maintenance of the wildlife in its facilities, observe hygiene and strict quarantine procedure in its operation and assume full responsibility and accountability over any disease outbreaks or epidemic that might arise or originate from its facility;
6. The permittee shall observe the terms and conditions of the Environmental Compliance Certificate issued by the DENR-Environmental Management Bureau on January 12, 1993;
7. In case of local transport of monkeys, the permittee shall secure the necessary Transport Permit from the DENR Regional Office, PENRO or CENRO nearest the place of collection;
8. The permittee shall submit to the Director, PAWB copy furnished the Regional Executive Director(s) of concerned Regions, a report of his collections of breeders including mortalities. The report shall indicate the quantity and species collected, places of collection, names and addresses of trappers/suppliers and such other information as the Director requires;
9. The permittee shall submit a quarterly production report for the accreditation of bred animals. Only those accredited progenies may be allowed for export, sale or trade, subject, however, to the inspection by authorized DENR Officer and payment of the required fees;
10. In case of disposition of unproductive and aged/or over-aged female monkey breeders as certified by PAWB, the same shall be disposed of through sale and export. In the case of male breeders that are incapable to reproduce, the same may be subject to euthanasia or donation to zoos, medical institutions, human health research institutions, subject to the proprietary ownership by the Philippine government;
11. In case of any intention to conduct bioprospecting activities, such activities shall require prior clearance from PAWB and should be undertaken in accordance with the provisions of Executive Order No. 247 and other laws applicable thereon;
12. Any collection made in excess of the approved quantity as well as collection made after the expiration of this permit shall be confiscated in favor of the Government and shall be ground for cancellation of this permit;
13. Failure to comply with any of the terms and conditions specified under this permit and the Memorandum of Agreement signed on _____ between herein Permittee and the DENR shall be sufficient ground for the immediate cancellation of this permit and disqualification from renewal;
14. Subsequent requests for collection of monkey breeders will have to be evaluated based on the results of studies of monkey population in the country;
15. This permit is non-transferable and shall be in force from the date of issuance hereof until _____ unless sooner revoked or cancelled for non-compliance with and/or violation of the terms and conditions specified in this permit, or for violation of pertinent laws, rules and regulations; and
16. Original copy of this permit shall be surrendered to this Office upon expiration.

The permit fee of One Thousand Pesos (P1,000.00) required under DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____.

Issued this _____ day of _____, 20____ at Quezon City, Philippines.

RECOMMENDING APPROVAL:

Chairperson
Inter-Agency Wildlife Management
Committee

APPROVED BY:

Director

The permit fee of One Thousand Pesos (P1,000.00) required under the DENR Administrative Order No. 98-29, was paid and acknowledged under Official Receipt No. _____ dated _____.

Issued this _____ day of _____, 20____ at Quezon City, Philippines.

PRIVATE FOREST DEVELOPMENT AGREEMENT

of

NAME OF LAND OWNER

ADDRESS

This AGREEMENT, made and entered into by and between: the Department of Environment and Natural Resources represented by the Regional Executive Director of _____ Region, hereinafter referred to as the COOPERATOR; and (Name of Land Owner) with residence and postal address at _____, hereinafter referred to as the OWNER-DEVELOPER:

WITNESSETH, That:

WHEREAS, the development of Forest Plantation in private lands is encouraged to complement government's effort to reforest open and denuded lands in order to promote ecological balance and assure an adequate supply to meet local and foreign demand;

WHEREAS, the government is providing for incentives to owner of private lands who go into forest plantation development;

WHEREAS, the COOPERATOR and the OWNER-DEVELOPER are desirous of entering into this Private Forest Development Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the COOPERATOR as Regional Executive Director of the Department of Environment and Natural Resources, and by virtue of DENR Administrative Order No. 16, Series of 1992, hereby pledges to assist the OWNER-DEVELOPER in the development of Forest Plantation within a portion of private land covered with OCT No. _____ (CLOA No. _____), Lot No. _____, containing an area of _____ hectares which is located at _____, Philippines, the description and boundaries of which forms part of this Agreement.

Owner-Developer

Cooperator

This Agreement covering a period of twenty five (25) years shall be for the development and management of a Private Forest subject to the following terms and conditions:

1. The OWNER-DEVELOPER agrees to plant and raise in his private land trees or other forest products, if found viable.
2. All activities in the area shall be in accordance with the development and management plan to be prepared by the OWNER-DEVELOPER with the assistance of DENR foresters.
3. Old growth forest, if available in this area, shall be managed in accordance with DENR policies.
4. The OWNER-DEVELOPER shall inform the CENRO concerned of his intention to harvest the timber or other forest products planted in his land. In case of naturally growing timber and other forest products found in the property, the cutting or harvesting of the same shall be covered by a permit to be issued by the Regional Executive Director concerned; Provided that the cutting or harvesting is in accordance with the approved development and management plan and provided further that the same is subject to the implementation of Log Control and Monitoring System (LCMS) pursuant to DAO No. 96-04 as implemented under DMO 96-06 and 96-11, all Series of 1996. The transport of timber and other forest products shall be covered by a Certificate of Origin issued by the CENRO concerned.
5. The OWNER-DEVELOPER agrees to plow back part of the proceeds from the sale of timber and other forest products in the development of his land.
6. The OWNER-DEVELOPER agrees to put up in its private land at least five (5) billboards strategically located indicating therein the relevant information concerning the approved 25-year Private Forest Development Agreement (PFDA) development and management plan.
7. The OWNER-DEVELOPER shall submit an annual progress report to the CENRO concerned on or before _____.

OWNER-DEVELOPER

COOPERATOR

Witness

Witness

Witness

PRIVATE FOREST DEVELOPMENT AGREEMENT (PFDA)

No. _____-96-R__

CUTTING PERMIT

Pursuant to the provision of DENR Administrative Order No. 16, series of 1992 and items 4 of the terms and conditions set forth in the 25-year Private Forest Development Agreement No. _____-96-R__, a cutting permit is hereby granted to:

NAME OF OWNER-DEVELOPER

ADDRESS

to cut and dispose naturally grown trees involving _____ only from and within the private land under OCT No. _____ (CLOA _____), Lot No. _____, situated at _____, copies of title herewith attached as Annex "A".

The harvesting of trees shall be confined only within the aforesaid titled land subject to existing DENR rules and regulations including the terms and conditions stipulated in Annex "B"

This permit is effective immediately and expires on _____ or upon removal of the volume herein stipulated, whichever comes first.

Issued this _____ day of _____, 20__ at _____.

Regional Executive Director

cc:

USEC for Field Operations
Director, FMB
PENRO, _____
CENRO, _____
File

TERMS AND CONDITIONS GOVERNING THE CUTTING PERMIT
(PFDA No. _____-96-R__)

1. Operations shall at all times be under the direct supervision of the CENRO or his duly authorized representative who shall be responsible for the proper compliance with the terms and conditions of the permit;
2. That cutting and harvesting of naturally growing and planted trees will be subjected to the implementation of the Log Control and Monitoring Systems (LCMS) pursuant to DAO 96-01 as implemented under DMO No. 96-06 and 96-11, both series of 1996;
3. That the transport of logs shall be accompanied by auxiliary invoice and certificate of origin and other pertinent documents required under DAO 07, series of 1994;
4. That all logs gathered shall be immediately manifested in auxiliary invoice to cover payment of forest charges in accordance with the existing regulations before the same are removed or transported from the premises of the subject land;
5. That the provision of DENR Circular No. 95-1 dated December 31, 1995 shall be applied in determining the volume of squared timber;
6. That a notice of particular shall be posted on top of each logging/hauler trucks indicating therein the name of the PFDA holder, PFDA No., location of area, no. of pieces of logs and corresponding volume loaded and consignee;
7. That only the 30 trees with a corresponding volume of _____ cubic meters as inventoried by the CENRO concerned within OCT No. _____ (CLOA No. _____), Lot No. _____, shall be cut/harvested;
8. That only fifty percent (50%) of the total authorized volume under this PFDA cutting permit shall be cut/harvested and disposed within the first six (6) months reckoned from the approval thereof and that the cutting/harvesting and disposition of the remaining authorized volume shall be allowed provided that the corresponding area, where the cutting/harvesting of the first fifty percent (50%) of the authorized volume was conducted or an equivalent area within this Agreement, have been fully developed/planted to be determined by the CENRO concerned;
9. That cutting/harvesting of premium species is not authorized/allowed under this PFDA cutting permit;
10. That cutting of trees on strip twenty (20) meters wide on both sides of the creeks or rivers bordering or traversing, subject area for stream bank protection is prohibited, that in case said 20 meters strip is bereft of trees, same shall be reforested by the permittee;
11. Forest charges pursuant to existing guidelines shall be assessed and paid for prior to disposal of the timber products;
12. That the permittee shall submit to the issuing authority a monthly or terminal report on the volume of timber cut and disposition thereof;
13. That immediately after the expiry of this permit, the CENRO concerned shall submit a comprehensive report indicating the volume manifested, forest charges paid, and other relative information;
14. That at least 50% of the total volume produced shall be disposed locally within the municipality and/or the province where the logs is harvested/extracted;

15. The disposition of the forest products shall be monitored in coordination with the Multi-sectoral Forest Protection Committee concerned; and
16. Violation of any of the conditions shall be sufficient cause for the cancellation/revocation of the permit without prejudice to the imposition of penalties in accordance with regulations.

Regional Executive Director

cc:

USEC for Field Operations
Director, FMB
PENRO, _____
CENRO, _____
File

PRIVATE LAND TIMBER PERMIT

No. _____

Pursuant to Presidential Decree No. 705, as amended, and existing forest laws and regulations, a Private Land Timber Permit is hereby granted to:

(Name of Permittee)
(Address)

to cut/gather and utilize _____ with a net volume of _____ found inside Original Certificate of Title No. _____ covering an area of _____ square meters located at _____.

This Permit is subject to pertinent forestry laws and regulations including the terms and conditions as follows:

1. The cutting shall be confined within the area covered by Original Certificate of Title No. _____;
2. That forest charges shall be paid corresponding to the volume authorized herein.
3. The lumber produced from the _____ shall be used for the _____ and not for commercialization.
4. That you shall submit a terminal report to this Office after the expiration of this Permit.

This permit is effective on the date of issue and expires thirty (30) days from issuance hereof or as soon as the volume authorized herein is exhausted which ever comes first.

Issued this _____ day of _____, 20__ at _____, Philippines.

SECRETARY

SPECIAL PRIVATE LAND TIMBER PERMIT
No. _____

Pursuant to Presidential Decree No. 705, as amended, and existing forest laws and regulations, a Special Private Land Timber Permit is hereby granted to:

(Name of Permittee)
(Address)

to cut and utilize _____ with a total net volume of _____ at _____ covered by the attached copy of TCT No. _____ which forms part of this Permit as Annex "A".

This permit is subject to pertinent forestry laws and regulations and to the following conditions:

1. That cutting operation shall be under the direct supervision of the CENRO concerned;
2. The movement/transport of timber shall be accompanied by transport documents pursuant to DAO No. 07 series of 1994;
3. The timber authorized herein shall be utilized only for personal use and not for commercialization; and
4. Violation of any of the above conditions shall be sufficient cause for the revocation of this permit without prejudice to the imposition of penalties in accordance with regulations.

This permit is effective on the date of issue and expires thirty (30) days from issuance hereof or as soon as the volume authorized herein is exhausted whichever comes first.

Issued this day of _____, 20__ at Quezon City, Philippines.

Secretary