



MEMORANDUM

FOR/TO : All Regional Executive Directors
All Assistant Regional Directors
All PENROs
All CENROs

FROM : The Assistant Secretary for Policy, Planning and Foreign Assisted and Special Projects, and Director, in concurrent capacity

SUBJECT : **TECHNICAL BULLETIN NO. 38 : PROCEDURAL GUIDE IN THE RENEWAL OF COMMUNITY-BASED FOREST MANAGEMENT AGREEMENT (CBFMA)**

DATE : **DEC 03 2021**



I. THE TECHNICAL BULLETIN

The Community-Based Forest Management Agreement (CBFMA) is an agreement between the DENR and the participating People's Organization (PO), which has a duration of twenty-five (25) years renewable for another twenty-five (25) years (Section 14A, DENR Administrative Order No. 2004-29). Hence, this Technical Bulletin provides the procedural guide in the renewal of CBFMA of CBFM holders that underwent the performance evaluation process, which was conducted 1-5 years prior to the expiration of the CBFMA consistent with DENR policy guidelines, and were recommended by the DENR to either continue for another twenty-five years or cease to perform their rights and obligations as tenure holders.

II. USERS OF THE TECHNICAL BULLETIN

The users of the Technical Bulletin are the personnel of the DENR, the CBFM Holders, Local Government Units (LGUs) and other stakeholders.

III. PROCESSING AND APPROVAL OF RENEWAL OF COMMUNITY-BASED FOREST MANAGEMENT AGREEMENT (CBFMA)

The Performance Evaluation Team (PET)-CBFM shall prepare and submit the final report on the conduct of the performance evaluation bearing the categorical recommendation (i.e. renewal or non-renewal of CBFMA) to the Regional Executive Director (RED). The RED shall review and adopt/concur the recommendation once found in order.

Thereafter, the following steps and procedures in the renewal and non-renewal of CBFMA (Refer to *Annex A.1 and A.2 – Process Flow*) shall be undertaken:

1. Application/Recommendation for Renewal of CBFMA

1.1. CBFMA Recommended for Renewal

- 1.1.1. The RED shall direct the CENRO/implementing PENRO to assist the CBFMA holder in the renewal of the CBFMA.

1.1.2. The CENRO/implementing PENRO shall assist the CBFMA holder, whose CBFMA is recommended for renewal, to comply with the following documentary requirements for the renewal of the CBFMA:

- i. CBFM-PO Board Resolution authorizing the PO President or any officers of the organization to apply for CBFMA renewal;
- ii. Letter of application for renewal of CBFMA (addressed to the DENR Secretary) signed by the PO President or authorized representative/member;
- iii. Five (5) copies of Community-Based Forest Management Agreement (*Annex B*) specifying provisions/conditions (as retained and/or modified from the original agreement) agreed into by and between the government and the local community, represented by the People's Organizations, as forest managers, for another twenty-five (25) years. The renewed CBFMA shall bear its original tenure/control number;
- iv. Authenticated/Certified True Copy of the updated Certificate of Registration of the People's Organization with Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA);
- v. Updated list of PO officers and members and their respective addresses;
- vi. Authenticated/Certified True Copy of the original/reconstituted CBFM Agreement. If the CBFMA was amended during its first 25 years, the original/reconstituted and amended CBFMA shall be submitted;
- vii. GIS-generated map of the original or amended (if applicable) CBFMA-covered area showing all developmental projects by the CBFM holder;
- viii. Endorsement from the Local Government Unit
- ix. NCIP Certification Precondition or Certificate of Non-Overlap, whichever is applicable, pursuant to Sec. 59 of Republic Act No. 8371 known as the "*Indigenous Peoples Rights Act of 1997*"; and
- x. Certification from Palawan Council for Sustainable Development (PCSD) if the CBFMA-covered area is located in Palawan

1.1.3. The application for the CBFMA renewal with complete requirements shall be filed/endorsed at/to the CENRO/Implementing PENRO at least one (1) year before the expiration of the tenure instrument.

1.1.4. The CENRO/Implementing PENRO shall review all applications for the CBFMA renewal within ten (10) working days upon receipt thereof and shall endorse, if found in order, to the PENRO/RED.

1.1.5. The PENRO shall review all applications for the CBFMA renewal with complete requirements endorsed by the CENRO within five (5) working days upon receipt thereof and shall endorse, if found in order, to the RED.

1.1.6. The Regional Office concerned shall review all applications for the CBFMA renewal endorsed by the PENRO/Implementing PENRO within five (5) working days upon receipt thereof and the RED shall endorse, if found in order, to the DENR Undersecretary for Field Operations.

1.1.7. Once approved, the CENRO/Implementing PENRO shall assist the CBFM holder in the notarization of the renewed CBFMA. The original copy of the approved and notarized CBFMA shall be provided to the CBFM holder, FMB, DENR Regional Office, PENRO and CENRO; and certified photocopy for the LGU for their information and record purposes. The renewed CBFMA shall have a term of another twenty-five (25) years counted from the last day of validity of the original agreement (first twenty-five [25] years).

1.2. CBFMA Recommended for Non-Renewal

- 1.2.1. The Performance Evaluation Report with recommendation for non-renewal shall be endorsed by the RED to the DENR Undersecretary for Field Operations.
- 1.2.2. Once approved, the DENR RED, copy furnished CENRO/Implementing PENRO, shall notify the CBFMA holder concerned, through an official letter, on the non-renewal of CBFMA. The rights and responsibilities of the CBFMA holders in the agreement shall remain in effect until the expiration of the tenure instrument, unless cancelled/revoked prior thereto.
- 1.2.3. The CBFMA Holder may file a motion for reconsideration (MR) to the Undersecretary for Field Operations within fifteen (15) days upon receipt of the notice of non-renewal. If the MR is denied, the CBFMA holder may appeal to the DENR Secretary within 15 days upon receipt of notice of denial from the Undersecretary for Field Operations. Failure to file the MR within the prescribed period shall render the non-renewal of the CBFMA as final and executory.
- 1.2.4. The CBFMA area shall be declared as open access area under the management of the DENR. The area shall be listed in the registry of potential investment areas (PIA). Also, information about the non-renewed CBFMA shall be posted in prominent public spaces in the LGU where the CBFMA area is located for the information of all concerned.
- 1.2.5. On the other hand, if the MR is approved, the CBFMA shall undergo the process of renewal.

2. Data Management

The DENR Field Offices and FMB shall update the Enhanced Forestry Information System (eFIS) and other related CBFMA database subsequent to the renewal and non-renewal of CBFMAs.

3. Planning and Implementation of Renewed CBFMA

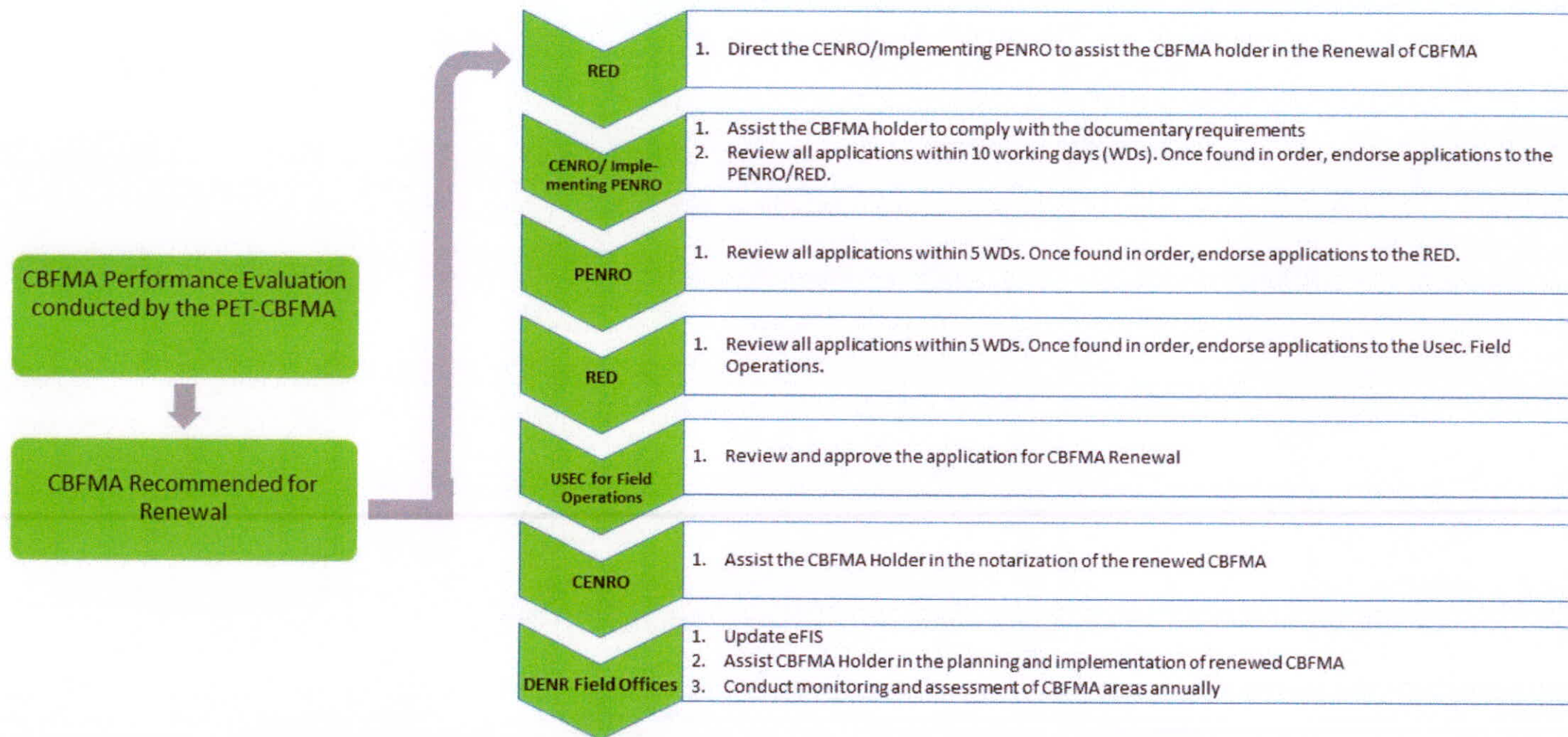
Upon renewal of the CBFMA, the CBFMA holder with the assistance of the CENRO/Implementing PENRO shall prepare the Community Resource Management Framework (CRMF) and Five-Year Work Plan (FYWP) in accordance with DAO 2004-29, FMB Technical Bulletin No. 20, and other pertinent laws, rules and regulations. The development and management of forestlands covered with renewed CBFMAs shall be in conformity with the updated CRMF and FYWP of the CBFMA holder. The affirmation of CRMF and approval of FYWP shall be in accordance with DAO No. 2021-17 dated July 21, 2021.

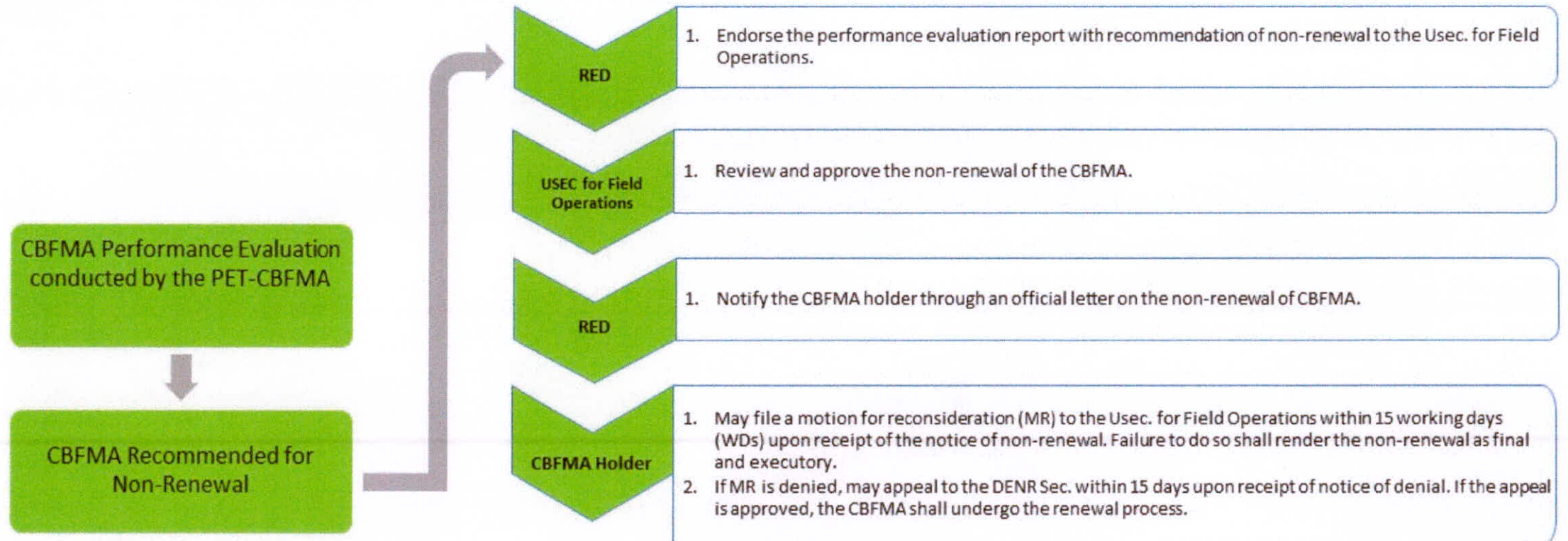
4. Monitoring and Evaluation

The DENR Field Offices shall conduct monitoring and assessment of CBFMA areas based on the terms and conditions of the renewed tenure instrument, affirmed CRMF and approved FYWP, at least once a year.

FOR REFERENCE AND GUIDANCE, PLEASE.


MARCIAL C. AMARO, JR., CESO III





Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE CENRO/PENRO/RED/USEC Field Operations

(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 the 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 area in the aforementioned area pursuant to Executive Order (EO) 263 and its implementing rules and regulations;

Whereas, the concerned LGUs having joint responsibility with **DENR** over community-based forest management in accordance with 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;

This CBFMA NO. _____ is valid from _____ (date, month, year) to _____ (date, month, year)

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: _____, Cities/Municipalities _____ of:
_____, Philippines, hereinafter referred to as the CBFMA AREA, the
description and boundaries of which are shown in the attached approved GIS-generated 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 in the preparation, updating and implementation of the Community Resource Management Framework (CRMF), and Five-Year Work Plans (FYWP), among others.
- 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

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 grassland fires, and other forms of forest destruction; and assist DENR in the prosecution of violators of forestry and environmental laws.
- 2.2 Designate areas according to their sustainable use and, when appropriate, in accordance with their native customs, traditions and practices, allocate and regulate resource-use rights in accordance with national laws, rules and regulations.
- 2.3 Prepare and implement CRMF and 5-Yr. Work Plans with assistance from CBFM coordinator and LGU.
- 2.4 Formulate and implement benefit sharing schemes among its members.
- 2.5 Pay the required forest charges and other fees.
- 2.6 Provide the share due the government from forest products harvested from plantations established using government funds or plantation established by former TLA holders.
- 2.7 Ensure that activities conducted under a joint venture undertaking with private and government entities or individuals for the development of portions, or the entire CBFM area consistent with the CRMF.
- 2.8 Recognize the rights of occupancy through the granting of individual certificate of stewardship based on the census of actual forest occupants, provided that the area is within the CBFM area applied for and the CS applicant is a regular member of the PO. The PO, through a resolution shall submit a list of CS issued to individual members to the CENRO for affirmation.

2.9 Follow all duly-promulgated laws, rules and regulations pertinent to forest management.

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 non-timber forest products found within the CBFMA area, subject to existing laws, rules and regulations.

4.0 DURATION OF CBFMA

This renewed CBFMA shall have a term of another twenty-five (25) years counted from the last day of validity of the original agreement (first twenty-five [25] years).

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 NULLIFICATION AND AMENDMENT OF CBFMA

This CBFMA may be nullified under the following conditions:

- 6.1 When the agreement (CBFMA) was executed through fraudulent means and/or by misinterpretation;
- 6.2 When majority of the membership of the PO, through a resolution, request for the nullification of the agreement based on valid grounds as verified by the DENR and/or the LGU concerned;
- 6.3 When actual occupants/direct stakeholders over the area who were deceitfully displaced by the erstwhile CBFMA awardee file a petition for its nullification and DENR has confirmed on the ground that those in actual occupation were indeed deceitfully displaced;
- 6.4 Serious and continued violations of applicable forestry laws, rules and regulations; and
- 6.5 When the CBFMA holder fails to comply with the terms and conditions of the agreement after three (3) written notices by DENR duly received by the holder.

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:

(Legislative Council of the Barangay, Municipal or Provincial)

WITNESSES:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
): 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

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 COMMUNITY-BASED FOREST MANAGEMENT AGREEMENT, 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 _____