



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, 1100 Quezon City
Tel. Nos. (632) 8929-6626 to 29; (632) 8929-6633; to 35
Email: web@denr.gov.ph Website: www.denr.gov.ph

MEMORANDUM

TO : All DENR Regional Executive Directors

FROM : The Undersecretary for Field Operations and Environment

SUBJECT : **CLARIFICATORY MEMORANDUM ON THE IMPLEMENTATION OF THE ENHANCED NATIONAL GREENING PROGRAM BY FAMILY APPROACH**

DATE : JUN 15 2021


This refers to the Management Conference held last May 31 to June 2, 2021, wherein the implementation of the Enhanced National Greening Program (ENGP) especially the Family Approach was discussed. Based on Regional Offices' comments, they have directly engaged families following the FMB Technical Bulletin (TB) No. 30 dated June 18, 2020. Families were engaged by the DENR Field Offices in compliance with the Community Participation Procurement Manual (CPPM) and/or Small Value Procurement (SVP).

A revised technical bulletin was issued on March 22, 2021, addressing the challenges encountered by the DENR Field Offices in directly engaging families in the implementation of the ENGP.

On this note, please be apprised that DENR Field Offices that have already implemented the provisions of the TB No. 30 dated June 18, 2020, and have directly engaged families prior to the issuance of the revised TB No. 30 dated March 22, 2021, can continue with the said modality until the end of first year implementation. Provided that, all provisions are strictly complied, and the ENGP Partners have satisfied all legal, financial and technical requirements as mandated by all existing laws, policies, issuances, and rules and regulations applicable to ENGP.

Moreover, the revised TB No. 30 dated March 22, 2021 shall cover ENGP implementation for those field offices that have yet to finalize the agreement/contracts with their respective ENGP Partners. The same shall apply for the implementation of Year 2 and Year 3 Maintenance and Protection activities of partner families engaged in Year 1 (2021).

FOR YOUR INFORMATION AND GUIDANCE.


ATTY. JUAN MIGUEL T. CUNA, CESO I



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Department of Environment and Natural Resources
Visayas Avenue, Diliman, 1100 Quezon City
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A revised technical bulletin was issued on March 30, 2021, addressing the challenges encountered by the DENR Field Offices in directly engaging families in the implementation of the ENGP.

On this note, please be apprised that DENR Field Offices that have already implemented the provisions of the TB No. 30 dated June 18, 2020, and have directly engaged families prior to the issuance of the revised TB No. 30 dated March 30, 2021, can continue with the said modality until the end of first year implementation. Provided that, all provisions are strictly complied, and the ENGP Partners have satisfied all legal, financial and technical requirements as mandated by all existing laws, policies, issuances, and rules and regulations applicable to ENGP.

Moreover, the revised TB No. 30 dated March 30, 2021 shall cover ENGP implementation for those field offices that have yet to finalize the agreement/contracts with their respective ENGP Partners. The same shall apply for the implementation of Year 2 and Year 3 Maintenance and Protection activities of partner families engaged in Year 1 (2021).

FOR YOUR INFORMATION AND GUIDANCE.

ATTY. JUAN MIGUEL T. CUNA, CESO I



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Department of Environment and Natural Resources
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Sender: MARCIAL C. AMARO, JR.

Address: DENR FMB

Subject: MEMO DTD 06/09/2021 CLARIFICATORY MEMORANDUM OF THE IMPLEMENTATION OF THE ENHANCED NATIONAL GREENING PROGRAM BY FAMILY APPROACH

Addressee(s): Office of the Undersecretary for Field Operations and Environment (OUFOE)

CC Addressee(s):

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WMTZ

For consideration please. Thank you.

Revised 6/15/21

Fmb - 74-1



Republic of the Philippines
Department of Environment and Natural Resources
FOREST MANAGEMENT BUREAU

Visayas Avenue, Diliman, 1100 Quezon City
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DEPT. OF ENVIRONMENT AND NATURAL RESOURCES
RECORDS MANAGEMENT DIVISION

Website: <https://www.forestry.denr.gov.ph>

MEMORANDUM

FOR : The Undersecretary for Field Operations and Environment

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

SUBJECT : **CLARIFICATORY MEMORANDUM ON THE IMPLEMENTATION OF THE ENHANCED NATIONAL GREENING PROGRAM BY FAMILY APPROACH**

DATE : **JUN 09 2021**

This refers to the Management Conference held last May 31 to June 2, 2021, wherein the implementation of the Enhanced National Greening Program (ENGP) especially the Family Approach was discussed. Based on Regional Offices' comments, they have directly engaged families following the FMB Technical Bulletin (TB) No. 30 dated June 18, 2020. Families were engaged by the DENR Field Offices in compliance with the Community Participation Procurement Manual (CPPM) and/or Small Value Procurement (SVP).

However, several issues were encountered during the implementation of the said TB which include the following:

- a. Mode of procurement to be used in contracting families;
- b. 40% Mobilization Fund (RA 9184 and Chapter II of Implementing Guidelines on Negotiated Procurement – Community participation, Item F states that advance payment may be released in an amount not exceeding 15% of total contract price provided it is included in the contract);
- c. Securing necessary requirements such as PhilGEPS Registration, BIR Tin, and a bank account that requires a maintaining balance of not less than P5,000;
- d. Several IP's and locals have no Identification and/or legal documents (IP's, Rebel Returnee, etc.), and;
- e. Some families do not have any identification card. IDs are primary requirement for opening of bank account.

In connection with the aforementioned, a revised technical bulletin was issued on March 22, 2021 to address the challenges encountered by field offices in directly engaging families in the implementation of the ENGP. However, some DENR Regional Offices expressed their concern on the repercussions of the issuance of the revised TB No. 30 considering that some field offices have already implemented the provisions of the technical bulletin issued in June 2020, particularly the direct engagement of the families through contracts with the DENR. As a consequence, the release and processing of payments to the families, and accomplishment of targets were put on hold.

Should the Undersecretary agree, we have attached a draft Memorandum to all DENR Regional Executive Directors providing clarifications on their concerns for your approval.

FOR THE UNDERSECRETARY'S SIGNATURE, PLEASE.


MARCIAL C. AMARO, JR., CESO III



Republic of the Philippines
Department of Environment and Natural Resources
FOREST MANAGEMENT BUREAU
Visayas Avenue, Diliman, 1100 Quezon City
Tel. No.: (632) 8925-2141 / (632) 8927-4788
E-mail Address: fimb@denr.gov.ph Website: <https://www.forestry.denr.gov.ph>

MEMORANDUM

FOR : The Regional Executive Director
DENR-CAR, Baguio City, Benguet

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

SUBJECT : **QUERY/CLARIFICATION ON THE TECHNICAL BULLETIN NO.
30, IMPLEMENTING THE FAMILY APPROACH AS A STRATEGY
IN THE NATIONAL GREENING PROGRAM**

DATE :

This refers to your Memorandum dated February 3, 2021 which was received by this Office on May 4, 2021 relative to the above-cited subject.

The implementation of the NGP following the original Technical Bulletin No. 30 dated June 18, 2020 has raised several issues and concerns by Field Offices. To address these issues and concerns, a revised FMB TB No. 30 was issued March 30, 2021. Kindly see the table below for comparison:

Provisions/Contents of the Original TB No. 30 as cited in the Memo dated 3 February 2021	Provisions/Contents of the Revised TB No. 30 dated March 30, 2021
1. Mode of Engagement and Procurement	The new mode of engagement shall be by Peoples' Organizations (PO) pursuant to the provisions of the Manual for Community Participation in Government Procurement. Families shall be engaged through a PO resolution.
2. Schedule of Payment Year 1 – Mobilization fee – 40% Other payment scheme and release of Retention Fee	Year 1 – 15% Mobilization fund to released upon signing of the Letter Agreement. Section VII of the revised TB states that, "Retention fee amounting to 10% of the total project cost...shall be deducted from every billing of the whole duration of the project, and shall be released after the conduct of performance evaluation and affirmation of the Final Inspection and Acceptance Report provided that the survival rate of the area is at least 85%

Provisions/Contents of the Original TB No. 30 as cited in the Memo dated 3 February 2021	Provisions/Contents of the Revised TB No. 30 dated March 30, 2021
	after the end of the 3 rd year maintenance and protection activities."
3. Additional Provisions: The First Party shall collect at most 10% of the total project cost for its maintenance, administrative, and operating expenses.	In the revised TB, it is stated that the PO may collect at most 5% of the total cost for their administrative, and operating expenses, excluding the withholding tax.

We have also noted that the Region has already started implementing the NGP by Family Approach following the original Technical Bulletin No. 30. In line with this, we advise the Region to proceed with the said modality until the end of the first-year implementation as long as all provisions are strictly complied, and all ENGP partners have satisfied all the legal, financial and technical requirements as mandated by all existing laws, policies, issuances, and rules and regulations applicable to ENGP.

FOR YOUR INFORMATION, PLEASE.


MARCIAL C. AMARO, JR., CESO III

*Copy furnished:
The Undersecretary for Field Operations and Environment*



MEMORANDUM

FOR : All DENR Regional Executive Directors

FROM : The Director

SUBJECT : **TECHNICAL BULLETIN NO. 30 IMPLEMENTING THE FAMILY APPROACH AS A STRATEGY IN THE NATIONAL GREENING PROGRAM**

DATE : 18 June 2020



This has reference to the Memorandum from the Secretary dated May 6, 2020, adopting the Family Approach as one of the modes of engaging families in the National Greening Program. Pursuant to DENR Administrative Order No. 2019-03 or the *Revised Implementing Rules and Regulations for Executive Order No. 193, series of 2015*, the following guidance are hereby issued to facilitate the participation of families in the National Greening Program as partners of the Department when developing plantations or rehabilitating qualified areas.

I. Users of the Technical Bulletin

This technical bulletin was designed to guide the Department's Community Environment and Natural Resources Offices, Provincial Environment and Natural Resources Offices, and Regional Offices in adopting and using the family approach as a strategy when developing plantations or rehabilitating qualified lands.

II. Definition of Family

For the purposes of this technical bulletin, a family is defined as a group of persons usually living together comprising of the head and other persons related to him or her by blood, marriage, or adoption. The concept of "extended" family shall be considered. Also, a single person living alone is considered as a separate family.

The following are the different types of households covered by the Program:

1. **Single Family.** A single family consists of a father and mother with unmarried children, or a parent with unmarried children. For purposes of this Program, a single-person household is also considered as a single family. Likewise, unmarried sisters and brothers who are living together are considered one household.

2. **Extended Family.** An extended family refers to a household composed of a single family, as defined in the preceding paragraph, together with relatives like the son or daughter-in-law; grandson or granddaughter; and parents or relatives of the head or spouse.

III. Individual Family Contractor

The following qualifications and standards must be possessed by a single family or an extended family at the time of entering into an agreement with the Department:

1. The head of the family is a resident of the municipality where the area to be planted is located as evidenced by any certification from the local government units or a community tax certificate;
2. The family is classified as poor, low income class, lower-middle income class, or middle-middle income class according to the data published by the National Economic Development Authority; and
3. The members of the family are physically able to perform the tasks and responsibilities of establishing, maintaining, and protecting a forest plantation.

IV. Mode of Engagement

The Department and the individual family contractor shall enter into a Letter of Agreement (Annex A) with a period of three (3) years and prepared by the Community Environment and Natural Resources Office concerned together with the corresponding work and financial plan and maps generated through the Geographic Information System. The Letter of Agreement and its attached documents shall be endorsed to the Provincial Environment and Natural Resources Officer for approval and signature.

An individual family contractor may conduct the various modes of site development in a parcel of forestland with an area of at least one (1) hectare and at most ten (10) hectares. Provided that the engagement is pursuant to the provisions of the Manual for Community Participation in Government Procurement published by the Government Procurement Policy Board.

In case of spouses, the Letter of Agreement shall be entered into by both of them. In case of incapacity of one of the spouses, the Letter of Agreement shall remain valid and enforced, however, should the remaining spouse become incapacitated as well, the Letter of Agreement shall be transferred to any one of the members legally capable of entering into a contract. Should there be no member willing to accept the transfer, the Letter of Agreement shall be terminated. The same rule shall apply to siblings living together as a single-family unit.

V. Modes for Site Development.

1. **Establishment of Plantations.** Families are allowed to establish forest plantations composed of timber and non-timber species, like bamboo and rattan. The Department must encourage the use of fast-growing indigenous species within these plantations to ensure the conservation of biodiversity and the integrity of the forest ecosystem.
2. **Establishment of Agroforestry Plantations.** Families are allowed to establish agroforestry plantations within production forest zones. These plantations can be composed of a combination of timber, non-timber, and high-value crops such as coffee, cacao, rubber, and other fruit trees. Provided, that the area must be planted with more forestry species than high-value crops.
3. **Rehabilitation.** Families are allowed to rehabilitate a specific parcel of a given production or protection forest zone using endemic timber and non-timber species indigenous to the area.
4. **Beach Forest and Mangrove Rehabilitation.** Families are allowed to rehabilitate specific areas of beach or mangrove forests that are either denuded or degraded. Provided, that the cutting, gathering, or collecting of forest products within these areas shall not be allowed.

VI. Survey, Mapping, and Planning

The Department, in coordination with the individual family contractor and local government units concerned, shall identify sites that can be developed with under the Program. The existing procedures and policies on survey, mapping, and planning shall be observed.

VII. Schedule of Payment

The following schedule of payments shall be observed by the Department for compensating services rendered in the implementation of this Program:

Schedule of Payment	Percentage	Equivalent Activity	Documents Required
<i>Year 1</i>			
Mobilization Fee	40%	<ul style="list-style-type: none">• Signing of the Letter of Agreement• Issuance of Notice to Proceed• Purchase of inputs for seedling production• 100% seedlings produced	<ul style="list-style-type: none">• Letter of Agreement• Work and Financial Plan• Site Development Plan• GIS Map

Schedule of Payment	Percentage	Equivalent Activity	Documents Required
1st Payment	40%	100% plantation established	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
2nd Payment	20%	Year 1 Maintenance & Protection	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
Year 2			
1st Payment	50%	1 st Pass Year 2 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
2nd Payment	50%	2 nd Pass Year 2 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
Year 3			
1st Payment	50%	1 st Pass Year 3 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
2nd Payment	50%	2 nd Pass Year 3 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
Retention Fee	10%*	Release if survival rate is at least 85%	<ul style="list-style-type: none"> • Final Acceptance • Inspection Report**

**total project cost for 3 years (whole duration of contract)*

*** final acceptance and inspection report conducted three months after the second payment for Year 3*

VIII. Replanting

During the inspection by the Department and the plantation is found to have a survival rate below eighty-five percent (85%), the individual family contractor must conduct replanting as recommended by the Department. The costs of replanting shall be charged against the funds allotted for Maintenance and Protection. However, during the second pass for Year 3, the retention fee shall be withheld and forfeited by the Department in case the plantation failed to achieve at least eighty-five percent (85%) survival rate.

IX. Harvesting

The cutting, gathering, and collection of timber and non-timber species planted under the National Greening Program shall be allowed only in plantations and agroforestry plantations established within production forest zones.

FOR INFORMATION AND REFERENCE.


LOURDES C. WAGAN, CESO IV

ANNEX A.

LETTER OF AGREEMENT

TEMPLATE

KNOW ALL MEN BY THESE PRESENTS

This **LETTER OF AGREEMENT (LOA)** is made and entered into by and between:

The **Department of Environment and Natural Resources (DENR)**, a government agency with principal office at Visayas Avenue, Diliman, Quezon City; duly represented by its **Provincial Environment and Natural Resources Officer** (Name of the PENR Officer) with official address at (official address), hereinafter referred to as the "First Party"

-And-

Name of the Head of the Family/Name of Spouses, Filipino, of legal age, and resident of (residence address), herein referred to as the "Second Party";

WITNESSETH

Whereas, (The Name Head of the Family/ Name of Spouses) is contracted by the First Party to develop, maintain and protect from all artificial disturbances _____ hectares under the Enhanced National Greening Program (ENGP);

Whereas, the herein abovementioned Second Party has manifested interest and commitment to plant Area to be managed (in ha) intended for CY _____ Project located at (mention location);

Whereas, the herein Second Party shall maintain and protect the subject area and replant whenever necessary;

THEREFORE, the following shall be the obligations of each Party, to wit:

A. The First Party shall:

1. Provide technical assistance/guidance and monitoring of the performance and progress of work being undertaken by the Second Party;
2. Provide seedling/planting materials or involve the Second Party in seedling production;
3. Pay the Second Party the corresponding percentage of payment **(direct cost, net of admin cost)** on the following activities:

- a. Year 1:
 - Mobilization Fee for Seedling Production – 40%
 - 1st Payment for Plantation Established – 40%
 - 2nd Payment for Maintenance & Protection – 20%
- b. Year 2:
 - 1st Payment for Maintenance & Protection – 50%
 - 2nd Payment for Maintenance & Protection – 50%
- c. Year 3:
 - 1st Payment for Maintenance & Protection – 50%
 - 2nd Payment for Maintenance & Protection – 50%
 - Retention Fee – 10%

Payment shall be done upon receipt from the DENR the amount billed and paid to the Family;

4. Identify potential market and if possible, handle the promotion and marketing of the products produced within NGP plantations;

B. The Second Party shall:

1. Receive seedlings/planting materials or involve in the production of seedlings;
2. Undertake plantation establishment activities of his/her area allocated for NGP such as strip brushing, hole digging, staking and planting;
3. Undertake the maintenance and protection activities within his established plantation and ensure the 85% or above survival of the planted trees; and
4. Receive the payment from the association for the accomplished activities based on agreed amount on every activity.

Additional Provisions

1. No cutting of planted trees within the NGP area without written consent from the DENR;
2. No unnecessary underbrushing, burning and other activities inconsistent with the purpose of this agreement;
3. Full payment of the activities undertaken by the Second Party should be given by the First Party consistent with the Comprehensive Site Development (CSD) contract together with its approved work and financial plan (WFP) and individual work and financial plan (herein attached).

4. The First Party shall only collect at most ten percent (10%) of the total project cost for its maintenance, administrative and operating expenses.

Unless sooner revoked for lawful cause, this agreement for Seedling Production, Plantation Establishment, Maintenance and Protection, and Production Sharing, shall be in full force and effective until the completion of the project activities.

IN WITNESS WHEREOF, the parties hereof have set their hands and affixed their signatures this ____ *day of* ____ (*year*) at (Address).

NAME
First Party

NAME
Second Party

WITNESSED BY:

NAME
Witness of First Party

NAME
CENRO

***ATTESTED BY:**

Barangay Captain/BLGU Authorized Representative
or PO Chairperson/ President

Certification of Availability of Funds
Accountant

* If member of a People's Organization, the LOA can be attested by PO Chairperson/President, **if not**, Brgy. Chairperson can sign the attesting



MEMORANDUM

TO : All DENR Regional Executive Directors

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

SUBJECT : **REVISED TECHNICAL BULLETIN NO. 30 IMPLEMENTING THE FAMILY APPROACH AS A STRATEGY IN THE NATIONAL GREENING PROGRAM**

DATE : **MAR 22 2021**

The Department has recognized the important contribution of families in managing and rehabilitating forests and therefore intended to directly engage them in developing plantations and reforestation activities under the eNGP. In order to facilitate engaging families and to address the concerns of field offices, Technical Bulletin No. 30 is hereby revised.

I. Users of the Technical Bulletin

This technical bulletin was designed to guide the Department's Community Environment and Natural Resources Offices, Provincial Environment and Natural Resources Offices, and Regional Offices in adopting and using the family approach as a strategy when developing plantations or rehabilitating qualified lands.

II. Definition of Family

For the purposes of this technical bulletin, a family is defined as a group of persons usually living together comprising of the head and other persons related to him or her by blood, marriage, or adoption. The concept of "extended" family shall be considered. Also, a single person living alone is considered as a separate family.

The following are the different types of households covered by the Program:

1. **Single Family.** A single family consists of a father and mother with unmarried children, or a parent with unmarried children. For purposes of this Program, a single-person household is also considered as a single family. Likewise, unmarried sisters and brothers who are living together are considered one household.
2. **Extended Family.** An extended family refers to a household composed of a single family, as defined in the preceding paragraph, together with relatives like

the son or daughter-in-law; grandson or granddaughter; and parents or relatives of the head or spouse.

III. Individual Family Beneficiary

The following qualifications and standards must be possessed by a single family or an extended family at the time of their engagement:

1. The members or at least a member of the family is a resident of the municipality where the area to be planted is located;
2. The family is classified as poor, low-income class, lower-middle income class, or middle-middle income class according to the data published by the National Economic Development Authority; and
3. The members of the family are physically able to perform the tasks and responsibilities of establishing, maintaining, and protecting a forest plantation.

IV. Mode of Engagement

The DENR shall enter into a Letter of Agreement (LOA) for Comprehensive Site Development with Peoples' Organization for a period of three (3) years. The engagement shall be pursuant to the provisions of the Manual for Community Participation in Government Procurement.

The PO shall engage families as beneficiaries and managers of certain portions of the engaged area from the DENR. The PO shall pass a resolution identifying the families to be engaged, the corresponding area they have to develop as well as the amount they shall receive and same shall form part of the agreement. The list of families and their corresponding project information shall be reflected and accounted for in the accomplishment reports to be submitted to the Central Office.

An individual family beneficiary shall conduct the various modes of site development (i.e. seedling production, plantation establishment and maintenance and protection activities) of forestland with an area of at least one (1) hectare and at most ten (10) hectares. The PO shall ensure that the individual family beneficiary is capable of implementing the activities set for the full accomplishment of the plantation development. In case of incapacity of an individual family beneficiary to execute and accomplish the agreed area development, the PO may transfer the agreement to other eligible families provided that the areas to be managed by the family which accepted the transfer will not exceed the maximum 10 hectares.

The payment of the DENR to the PO shall be through Advice to Debit Account (ADA) while the release of payment to the engaged individual family beneficiary shall be through payroll system to be prepared by the PO manager. The amount to be paid shall be equivalent to the accomplishment done by the individual family beneficiary.

The DENR Field Implementing Units shall ensure that the individual family beneficiaries receive the agreed amount from the PO as indicated in the approved WFP and document such for means of verification.

The PO may collect at most five percent (5%) of the total cost for their administrative and operating expenses while it is exclusive of the withholding tax.

Attached herewith as “Annex A” is the revised template LOA for ready reference.

V. Modes for Site Development

1. **Establishment of Plantations.** Families are allowed to establish forest plantations composed of timber and non-timber species, like bamboo and rattan. The Department must encourage the use of fast-growing indigenous species within these plantations to ensure the conservation of biodiversity and the integrity of the forest ecosystem.
2. **Establishment of Agroforestry Plantations.** Families are allowed to establish agroforestry plantations within production forest zones. These plantations can be composed of a combination of timber, non-timber, and high-value crops such as coffee, cacao, rubber, and other fruit trees. Provided, that the area must be planted with more forestry species than high-value crops.
3. **Rehabilitation.** Families are allowed to rehabilitate a specific parcel of a given production or protection forest zone using endemic timber and non-timber species indigenous to the area.
4. **Beach Forest and Mangrove Rehabilitation.** Families are allowed to rehabilitate specific areas of beach or mangrove forests that are either denuded or degraded. Provided, that the cutting, gathering, or collecting of forest products within these areas shall not be allowed.

VI. Survey, Mapping, and Planning

The DENR, in coordination with the PO and the individual family beneficiaries concerned, shall conduct survey, mapping and planning of the identified sites for development consistent with their Reforestation Plan for the watershed. The existing procedures and policies on survey, mapping, and planning shall be observed. A GIS-generated map including the parcels of areas allocated to each individual family shall be prepared and shall form part of the LOA with DENR.

With the assistance of DENR, the PO shall prepare its corresponding work and financial plan for the total area engaged to them indicating the activities to be undertaken, the schedule, the species to be planted, among others. Same shall form part of the LOA.

VII. Schedule of Payment

The following schedule of payments shall be observed by the Department for compensating services rendered in the implementation of this Program:

Schedule of Payment	Percentage	Equivalent Activity/ Description	Documents Required/ Remarks
Year 1			
Mobilization Fee	15%	<ul style="list-style-type: none"> • Signing of the Memorandum of Agreement • Issuance of Notice to Proceed • Purchase of inputs for seedling production 	<ul style="list-style-type: none"> • Memorandum of Agreement • Work and Financial Plan • Site Development Plan • GIS Map
1 st Billing	40%	100% seedlings produced	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
2 nd Billing	35%	75% plantation established	
3 rd Billing	25%	100% plantation established Year 1 Maintenance & Protection	
Retention Fee	10%	Deducted from the total project cost of the contract.	To be released after the end of the 3rd year of M&P if survival rate is at least 85%
Year 2			
1 st Billing	50%	1 st and 2 nd Pass Year 2 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing
2 nd Billing	50%	3 rd and 4 th Pass Year 2 Maintenance & Protection with at least 85% survival rate	
Retention Fee	10%	Deducted from the total project cost of the contract.	To be released after the end of the 3rd year of M&P if survival rate is at least 85%
Year 3			
1 st Billing	50%	1 st and 2 nd Pass Year 2 Maintenance & Protection with at least 85% survival rate	<ul style="list-style-type: none"> • Inspection Report • Notice of Acceptance • Endorsement for Billing

Schedule of Payment	Percentage	Equivalent Activity/ Description	Documents Required/ Remarks
2 nd Billing	50%	3 rd and 4 th Pass Year 2 Maintenance & Protection with at least 85% survival rate	
Retention Fee	10%	Deducted from the total project cost of the contract.	To be released after the end of the 3 rd year of M&P if survival rate is at least 85%

For Year 1, the mobilization fee shall be recouped in every billing. Retention fee amounting to 10% of the total project cost, on the other hand, shall be deducted from every billing of the whole duration of the project, and shall be released after the conduct of performance evaluation and affirmation of the Final Inspection and Acceptance Report provided that the survival rate of the area is at least eighty five percent (85%) after the end of the 3rd year maintenance and protection activities.

VIII. Replanting

During the inspection by the Department and the plantation is found to have a survival rate below eighty-five percent (85%), the PO through the individual family beneficiary must conduct replanting as recommended by the Department. The costs of replanting shall be charged against the funds allotted for Maintenance and Protection.

IX. Harvesting

The cutting, gathering, and collection of timber and non-timber species planted under the National Greening Program shall be allowed only in plantations and agroforestry plantations established within production forest zones.

FOR YOUR INFORMATION AND GUIDANCE.


MARCIAL C. AMARO, JR., CESO III

LETTER OF AGREEMENT

This **LETTER OF AGREEMENT (LOA)** is made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, a government agency with principal office at Visayas Avenue, Diliman, Quezon City; duly represented by its Provincial Environment and Natural Resources Officer (Name of PENR Officer) with official address at (official address), hereinafter referred to as the "First Party"

-and-

The (**PO NAME**), holder of (Registration no.), with official address at (address of PO), and duly represented by its (**Chairperson**), hereinafter referred to as the "Second Party";

WITNESSETH THAT

WHEREAS, the Enhanced National Greening Program seeks, among others, to rehabilitate and reforest the unproductive, denuded and degraded and contribute to the development and enhancement of socio-economic standards of local communities;

WHEREAS, DAO 2019-03 aims to enhance and encourage equal participation of members from the private sector, local government units and organized upland communities and other relevant stakeholders in the sustainable management and development of plantations and protection of existing forests;

WHEREAS, Technical Bulletin No. 30 as amended was issued to provide guidelines in engaging individual families in developing plantations as the DENR's response and contribution to the economic resiliency of the Filipino people, specifically those in the uplands, amidst the COVID-19 pandemic in CY 2020;

WHEREAS, the Second Party represented by its Chairperson (name of chairperson) has manifested its interest and commitment to develop, maintain and protect the established plantations from all disturbances having a total area of (area in hectares) under the Enhanced and expanded National Greening Program located in (location of site), hereto attached and made integral part of the Memorandum of Agreement;

WHEREAS, the member families of the Second Party shall be assigned a specific area for development and they shall be entitled to compensation based on standard costs net of administrative and operations costs stipulated in the attached PO Resolution No. _____, as herein attached;

THEREFORE, for and in consideration of the aforementioned clauses, the Parties hereby agree to the following terms and conditions:

ARTICLE 1 DUTIES AND RESPONSIBILITIES

A. First Party (DENR):

- a. In coordination with the Second Party representative, and individual family beneficiary concerned, undertake the site assessment, survey, mapping and planning of the sites identified for development.
- b. Provide technical assistance/guidance and conduct regular monitoring and evaluation of the progress of the established plantations.
- c. Allocate and obligate funds to the Second Party for the development of new plantations/Maintenance and Protection of existing plantations as indicated in the WFP hereto attached.

- d. Ensure that funds provided to the Second Party shall be used properly and be delivered without delay to the engaged families in full payment for the activities undertaken and accomplished per schedule of payment.
- e. Provide necessary networking and linkages for the products produced within NGP plantations.
- f. Release of payments to the Second Party following the schedule of payment and after the inspection/validation and acceptance have been undertaken by the inspection team created for the purpose.

B. Second Party (PO):

- a. In coordination with the First Party and individual family beneficiary concerned, undertake the site assessment, survey, mapping and planning of the sites identified for development.
- b. Engage the individual family beneficiaries listed in Resolution No. ____ attached herein, to produce a total of (equivalent no. of seedlings to be planted) seedlings of (species) and develop a total area of (area in hectares) with a total project cost of Php _____.
- c. Together with DENR, directly manage, supervise and monitor the timely and satisfactorily production of quality seedlings and plantation establishment of the individual family beneficiaries in their designated area.
- d. Provide assistance and guidance on the planting and maintenance activities to be undertaken by the individual family beneficiaries.
- e. Ensure that the individual family beneficiaries are undertaking the development, maintenance and protection which includes establishment of firelines and prescribed brushing techniques of its designated area and conduct of replanting or replacement of lost, destroyed, or dead seedlings, without additional labor costs to the First Party.
- f. Ensure that the survival rate of the planted seedlings in the established plantation are at least eighty-five percent (85%).
- g. Pay the engaged families their respective compensation based on the accomplished activities.
- h. Prepare and provide an acknowledgement receipt stating that corresponding amount are duly received by the engaged individual family beneficiaries.
- i. Issue receipts to the First Party and diligently keep accurate accounts of its own assets, separate and distinct from the funds given by the DENR.

**ARTICLE II
ADDITIONAL PROVISIONS**

- 1. Cutting of naturally growing trees within the designated area is prohibited;
- 2. Activities that may be detrimental to the established plantation like excessive burning of plants or weeds, under brushing and other similar activities are prohibited within the designated area;
- 3. The payment and submission of necessary documents shall be in accordance with the agreed schedule of payments and work and financial plan; and
- 4. Engagement of people shall be encouraged regardless of sexual orientation and gender identities and affiliation to any groups.

**ARTICLE III
EFFECTIVITY**

Unless sooner revoked for lawful cause, this agreement shall be in full force and effect until the completion of the project activities.

**ARTICLE IV
AMENDMENT**

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly ratified by them.

**ARTICLE V
SEPARABILITY CLAUSE**

If one or more of the provisions hereof shall be held invalid, illegal or unenforceable, the remaining provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto agreed and affixed their signatures this ____ day of _____, 2021 at _____.

DENR
First Party

PO NAME
Second Party

NAME
(Name of PENRO)

NAME
(Name of Chairperson)

WITNESSED BY:

For DENR:

For the PO:

NAME
(CENRO)

NAME
(PO member/official)

Certification of Availability of Funds
Accountant

ACKNOWLEDGEMENT

Republic of the Philippines)
_____))
_____))

Before me a Notary Public for and in the _____
personally appeared:

Name	(Gov't issued) ID NO.	ISSUED AT	ISSUED ON
(PO Chairman)			
(PENRO)			

Known to me to be the same persons who executed the foregoing instrument which consist of five (5) pages including the page on which this Acknowledgement is written and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of _____, 2021
in _____.

Doc No. : _____
Page No. : _____
Book No. : _____
Series of 2020