



Republic of the Philippines  
**Department of Environment and Natural Resources**  
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**MEMORANDUM**

TO : The Regional Executive Director  
DENR Regions 1-13 and CAR except NCR

FROM : The Undersecretary for Field Operations and Environment

SUBJECT : **RECONSTRUCTION OF THE MISSING OR LOST COPY  
OF COMMUNITY-BASED FOREST MANAGEMENT  
AGREEMENT (CBFMA)**

DATE : SEP 09 2021

This pertains to the concern of DENR Regional Offices regarding the missing or lost copy of Community-Based Forest Management Agreement (CBFMA) which are required to be submitted in most of their endeavors especially those CBFM-related activities.

We have already awarded CBFMAs to 1,953 POs and many of those CBFMAs have already reached and/or nearing on their first 25 years of implementation. The CBFMA holders are required to undergo performance evaluation for the renewal/non-renewal of their tenure. However, due to the increasing concern of our CBFM-POs and even from your respective Offices regarding the missing or lost copy of CBFM Agreement, you are hereby instructed to conduct the following procedures to facilitate the reconstitution or reconstruction of the copy of CBFM Agreement, to wit:

1. For the concerned Office to exhaust all efforts to get a copy of the CBFM Agreement considering that four (4) CBFMA copies were prepared and provided to concerned CBFMA beneficiary/holder and DENR Field Offices - Regional Office, PENRO, and CENRO;
2. If the above said documents cannot be found, look for a document such as record books, control maps or CBFM-related database or eFIS to ascertain the issuance of the CBFMA and legitimate occupation of the said CBFMA holder in the area through the issuance of *Certification from the CENRO* that the said PO who have missing or lost copy of CBFMA is indeed a real holder of CBFM Agreement with Complete Name of CBFM-PO (include the old PO name if the PO has changed its name), CBFMA Number, Date of CBFMA Issuance and area in hectares covered. Further, the CBFM-PO should submit a *legally notarized Affidavit of Loss* which cites the reason behind the missing and/or lost document, and their updated *Certificate of Registration* to be certified-as-true copy at the CENR Office;
3. Once the CBFMA holder has been validated, the concerned office can reconstitute the CBFMA in four (4) copies. The word "RECONSTITUTED" shall be stamped on the CBFMA which denotes that it is only a replica of the original copy of the CBFMA per attached Template of Reconstituted CBFMA (**Annex A**). All reconstituted/reconstructed CBFMA shall be approved by the Regional Executive Director. The original copy of the reconstituted CBFMA shall be provided to the CBFM-PO, DENR Regional Office, PENRO and CENRO and a certified photocopy for the LGU and FMB for their information and record.

4. The reconstituted/reconstructed CBFMA should only be valid for the remaining validity of the Agreement or its original expiration for the first 25 years. Likewise, stamped the date of expiration of the reconstituted CBFMA.
5. The concerned Office can proceed with the performance evaluation for the renewal/cancellation/non-renewal processing of the CBFMA following the existing guidelines; and
6. In processing of the different CBFM-related documents such as CRMF, FYWP, approval of project proposals, resurveying, among others, a certified-true-copy of the reconstituted/reconstructed CBFMA with supporting documents e.g. CENRO Certification, Affidavit of Loss and Certificate of Registration, should always be submitted by the concerned CBFM-POs.

FOR STRICT COMPLIANCE.



ATTY. JUAN MIGUEL T. CUNA, CESO I

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



**Republic of the Philippines**  
**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**  
**REGION \_\_\_\_\_**  
**(Office Address)**

**RECONSTITUTED**  
**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 Department of Environment and Natural Resources, for and in behalf of the Republic of the Philippines, hereinafter referred to as the **DENR**, and (Name of Organization) with postal address at \_\_\_\_\_ hereinafter referred to as the **CBFMA Holder**.

**WITNESSETH**

**WHEREAS**, the DENR has the authority and jurisdiction over the forestlands to be included in the CBFMA.

**WHEREAS**, the CBFMA Holder has resolve 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 LGU's having joint responsibility with DENR over community-based management in accordance with the Local Government Code, endorse 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 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 \_\_\_\_\_ (area in words) \_\_\_\_\_ (area in number) hectares of forestland located at Sitio/s \_\_\_\_\_, Barangay/s \_\_\_\_\_, Municipality of \_\_\_\_\_, Province 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.

## **OBLIGATION OF PARTIES**

### **1.0 The DENR shall:**

- 1.1 Protect and ensure exclusive occupation and the use of the forestland covered by the CBFMA and the forest products herein to the CBFMA Holder, subject to prevailing laws, rules and regulations and prior rights;
- 1.2 Provide assistance to the CBFMA Holder as part of the DENR's normal operations, more particularly in the preparation, updating and Implementation of the Community Resources Management Framework (CRMF), and Five-Year Work Plan (FYWP), among others; and
- 1.3 Deputized qualified PO members of the CBFMA Holder as Environment and Natural Resources Officers (ENRCs) upon request of the CBFMA Holder pursuant to DAO No. 41, series of 1991 and other pertinent regulations.

### **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 Prepared and implement CRMF and FYWP with assistance CBFM coordinator and LGU;
- 2.4 Formulate and implement benefits 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 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; and



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 CBFMA Holder 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 organized and be eligible for renewal thereafter for an additional twenty-five (25) years subject to compliance by the CBFMA Holder with the terms of this Agreement and other 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 disputes shall be submitted for the decision to the appropriate court of law having jurisdiction on the matter.

### **6.0 Nullification and Amendment of CBFMA**

The 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 deceitful 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 cause 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 (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 provision by affecting their signature hereunder on this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Republic of the Philippines

FOR THE DENR

FOR THE CBFMA HOLDER

\_\_\_\_\_  
(Name)

Regional Executive Director

\_\_\_\_\_  
(Name)

PO President

“

CONCURRED BY:

\_\_\_\_\_  
(Name)

(Legislative Council of the Barangay, Municipal or Provincial)

WITNESSES

\_\_\_\_\_  
(Name)

Community Environment and Natural  
Resources Officer (CENRO)

\_\_\_\_\_  
(Name)

Provincial Environment and Natural  
Resources Officer (PENRO)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for in \_\_\_\_\_ Philippines,  
on the \_\_\_\_ day of \_\_\_\_\_, personally appeared the following with their respective certification  
opposite their names:

NAME	COM. TAX CERT. NO. GOVERNMENT ISSUED ID	DATE/ PLACE ISSUED

Known to me to be the same persons who executed the foregoing instruments, 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.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_