



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