

# MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and executed on the 24<sup>th</sup> day of April 2019, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, a government agency existing under the laws of the Republic of the Philippines, with office address at Visayas Avenue, Diliman, Quezon City, represented herein by its Secretary, **ROY A. CIMATU**, hereinafter referred to as the "**DENR**";

-and-

The **COUPLES FOR CHRIST GLOBAL MISSION FOUNDATION, INC.**, a non-government organization, duly organized and existing under Philippine laws, with Securities and Exchange Commission registration no. AN093-0166, and with office address at No. 156 20<sup>th</sup> Avenue, 1109 Brgy. Mangga, Cubao, Quezon City, represented herein by its President, **MICHAEL C. ARIOLA**, hereinafter referred to as the "**CFC**";

The DENR and the CFC are collectively referred herein as "**PARTIES**";

## WITNESSETH:

**WHEREAS**, the DENR is the primary agency responsible for the conservation, development, protection and utilization of the country's natural resources for the benefit of the present and future generations;

**WHEREAS**, Executive Order No. 193 expanded the implementation of the National Greening Program (ENGP) as a government priority in order to pursue sustainable development for poverty alleviation, food security, climate change mitigation and adaptation and biodiversity conservation, with the DENR as the lead agency;

**WHEREAS**, the DENR recognizes the importance of partnership and collaboration to achieve the objectives of the ENGP;

**WHEREAS**, the CFC has committed to contribute to the national effort by planting one (1) million forest tree seedlings from 2019 to 2021, maintaining and protecting the planted seedlings during said years;

**WHEREAS**, the thrust of the CFC is to take care of Mother Earth through its environment programs on tree growing, solid waste management, complemented further by its advocacy program on 4Cs namely: clean air, clean energy, clean water and climate change.

**NOW THEREFORE**, for and in consideration of the foregoing premises, and the mutual covenant herein set forth, the parties hereby stipulate and agree as follows:

## ARTICLE I ROLES AND RESPONSIBILITIES

The **DENR**, through the **Regional Offices** concerned, shall:

1. Identify/designate specific forest lands, one (1) area per province, which may include turned-over NGP established plantations, CBFM area, where CFC can implement its planting activities;

*Michael C. Ariola*  
*Roy A. Cimat*



2. Conduct survey, mapping and planning, and prepare the necessary shapefiles for the planting areas;
3. Designate a focal person to assist/ provide technical assistance to CFC to ensure the success of the project; and,
4. Identify and provide suitable forest tree species and/or fruit bearing trees and other economic plants that will be planted by the CFC.

The CFC shall:

1. Conduct tree planting and other related activities in the designated/ identified areas;
2. Designate focal person to coordinate with the DENR field offices and to the people's organization (PO) concerned for the preparation of planting plan appropriate to the identified area;
3. Assist in the implementation of the plan by the concerned PO;
4. Shoulder all the expenses for the various activities such as transport and hauling cost of seedlings from the DENR nursery and to the planting sites including expenses for site preparation such as brushing, hole digging, staking and for the maintenance and protection cost of the planted seedlings for three (3) years;
5. Assist in community organizing, enterprise development especially in the processing and/or marketing of agroforestry products that may be generated from the planted seedlings;
6. Shall not be allowed to harvest the agroforestry products that may be derived from the planted seedlings. All proceeds/products shall accrue to the PO concerned and/or local community; and,
7. Engage PO within the community to implement the various activities.

The DENR and CFC shall jointly:

1. Identify qualified PO within the area to implement the various activities of the CFC;
2. Coordinate and initiate meeting between the local CFC and the concerned PO within the community for the appropriate arrangement for the tree planting and other related activities of the CFC;
3. Conduct regular monitoring and ensure the success of the project.

## **ARTICLE II AMENDMENTS AND MODIFICATION OF THE AGREEMENT**

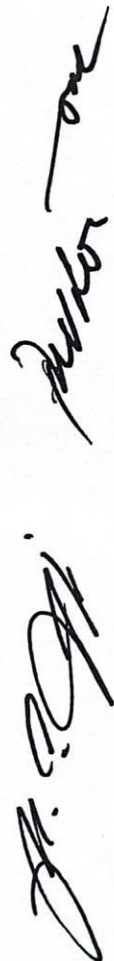
No modification of this MOA or any part thereof or consent to deviate therefrom shall be valid unless such variation or modification is in writing and has been signed by both parties and such variation, modification, or consent shall be valid only for a specific case and for the purpose of which and the extent to which it was made or given.

## **ARTICLE III TERMINATION**

Either party may rescind or terminate the Agreement with cause by giving the other party thirty (30) days prior notice, in writing, of its intention to do so.

## **ARTICLE IV EFFECTIVITY AND TENURE**

This Agreement shall be effective upon signing by both parties and shall have a duration of three (3) years from 2019 to 2021 unless terminated or extended upon mutual written





agreement by both parties; provided, however, that there shall be flexibility in the program duration as long as the specified deliverables agreed upon by both parties are met.

IN WITNESS WHEREOF, the parties have herewith affixed their signatures this APR 25 2019 day of April 2019.

DEPARTMENT OF ENVIRONMENT AND  
NATURAL RESOURCES

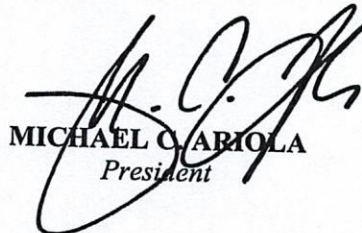
COUPLES FOR CHRIST GLOBAL  
MISSION FOUNDATION, INC.

By:



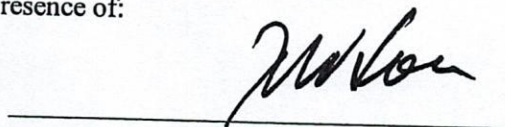
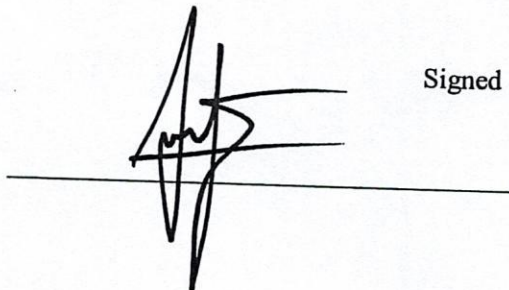
ROY A. CIMATU  
*Secretary*

By:



MICHAEL C. ARIOLA  
*President*

Signed in the Presence of:



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

BEFORE ME, a Notary Public for and in the City of Quezon, on APR 25 2019 day of April 2019, personally appeared the following:

Name	Government Issued	ID Number	Date & Place of Issue
1. ROY A. CIMATU	<u>PASSPORT</u>	<u>D0007591A</u>	<u>14 AUG 2017 MANILA</u>
2. MICHAEL C. ARIOLA	<u>PASSPORT</u>	<u>EC5315649</u>	<u>SEPT 13, 2015 MANILA</u>

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that same is their free act and voluntary deed, as well as the free act and voluntary deed of the entities herein represented. The foregoing instrument consisting of three (3) pages, including the page on which this acknowledgment is written, has been signed by them and their instrumental witnesses on each and every page hereof.

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

Doc. No. 310  
Page No. 62  
Book No. 1004  
Series of 2019

*[Signature]*  
ATTY. GODOFREDO I. LIBAN II  
NOTARY PUBLIC  
Admin. Matter No. NP- 045 (2019-2020)  
PTR No. 7312420, JAN. 3, 2019  
IBP No. AR 41057321, NOV. 26, 2018  
ROLL No. 29257, MAY 14, 1979  
MCLE COMPLIANCE No. VI-0012922  
3<sup>rd</sup> FLR. LEGISLATIVE. WING  
QUEZON CITY HALL, DILIMAN  
QUEZON CITY

*[Signature]*

*[Signature]*