

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into on this 18 DEC 2018 day of 2018 among:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, a national government agency with office address at Visayas Avenue, Diliman, 1100 Quezon City represented herein by its **Secretary, ROY A. CIMATU** hereinafter referred to as "**DENR**";

and

The **MARIANO MARCOS STATE UNIVERSITY**, a state university with office address at # 16 Quiling Sur, Batac City, Ilocos Norte represented herein by its **President, DR. SHIRLEY C. AGRUPIS**, hereinafter referred to as "**MMSU**".

The **AKLAN STATE UNIVERSITY**, a state university with office address at Banga, Aklan, represented herein by its **President, DR. DANILO E. ABAYON**, hereinafter referred to as "**ASU**".

The **CAGAYAN STATE UNIVERSITY**, a state university with office address at Tuguegarao City, Cagayan represented herein by its **President, DR. URDUJAH A. TEJADA**, hereinafter referred to as "**CSU**".

The **CENTRAL LUZON STATE UNIVERSITY**, a state university with office address at Science City of Muñoz, Nueva Ecija, represented herein by its **President, DR. TEROSO A. ABELLA**, hereinafter referred to as "**CLSU**".

The **MARINDUQUE STATE COLLEGE**, a state university with office address at Boac, Marinduque, represented herein by its **President, MERIAN C. MANI**, hereinafter referred to as "**MSC**".

The **PANGASINAN STATE UNIVERSITY**, a state university with office address at Lingayen, Pangasinan, represented herein by its **President, DR. DEXTER C. BUTED**, hereinafter referred to as "**PSU**".

The **WESTERN PHILIPPINES UNIVERSITY**, a state university with office address at Aborlan, Palawan represented herein by its **President, ELSA P. MANARPAAC**, hereinafter referred to as "**WPU**".

The **UNIVERSITY OF ANTIQUE**, a state university with office address at Sibalom, Antique represented herein by its **President, DR. PABLO S. CRESPO, JR.**, hereinafter referred to as "**UA**".

WITNESSETH: That

WHEREAS, FY 2018 General Appropriations Act, Volume IA, X. DENR, A. Office of the Secretary, Special Provisions, Item Number 5b. National Greening Program states that the amount of Fifty Million Pesos (Php 50,000,000) shall be used for the planting activities and site maintenance and protection of nipa palm trees, including mangrove reforestation for the coastal campuses of state universities and colleges;

WHEREAS, Executive Order No. 192, Series of 1987, mandates the Department of Environmental and Natural Resources (DENR) to serve as the primary government agency responsible for the sustainable management and development of the country's natural resources;

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

WHEREAS, the executive issuance further recognize the need to harmonize all greening efforts being undertaken by the government, civil society and the private sector to achieve the objectives of the Expanded National Greening Program (ENGP);

WHEREAS, there is a need to harness concerted support, consolidate resources and efforts toward successful implementation of the government's poverty reduction programs that would achieve economic development in rural communities while safeguarding the environment.

WHEREAS, nipa, a mangrove species is a promising source of bioethanol is being explored by MMSU, ASU, CLSU, CSU, MSC, PSU, UA and WPU to augment the shortage of locally produced bioethanol as required by RA 9367 known as Biofuels Act of 2006 and also to vertically integrate the farmers in the biofuel industry;

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

ARTICLE I ROLES AND RESPONSIBILITY OF THE PARTIES

A. The DENR through its Regional Offices concerned shall:

1. Jointly with the abovementioned SUC's within their jurisdiction, identify available and suitable areas for the nipa plantation development and mangrove reforestation for coastal campuses of SUC's;
2. Conduct survey, mapping and planning (SMP) for the identified sites and prepare the maps/shapefiles for development;
3. Jointly with the SUC's conduct regular monitoring of the established plantations;
4. Provide assistance in seed sourcing, collection, processing and storage as well as establishment of nipa nurseries and facilities.
5. Provide technical assistance in the selection or profile of species to be planted, based on existing DENR research outputs, experiences and policies.
6. Provide such other available support to help ensure the successful establishment and operation of the nipa nursery as well as implementation of the NGP.
7. Allocate and provide funds for the development of nipa plantation and mangrove reforestation by the SUC's based on the approved Work and Financial Plan, which will form part of this agreement, subject to existing accounting and auditing laws, rules and regulations.

B. The 8 above-named SUC's (MMSU, ASU, CLSU, CSU, MSC, PSU, UA, WPU) shall:

1. Prepare the required Work and Financial Plan for the implementation of their target;
2. Provide such other available support to help ensure the successful establishment and operation of the nipa nursery as well as implementation of the NGP;
3. Establish nipa plantation and conduct enhancement planting and other activities related to nipa plantation development, and mangrove reforestation in coastal campuses as indicated in the approved Work and Financial Plan (WFP);
4. Jointly conduct regular monitoring of the progress of project implementation;
5. Issue Official Receipt for the funds transferred by the DENR and maintain separate subsidiary record/ledger for the fund transfer pertaining to the project;

6. Use the funds allocated and released by the DENR solely for the project and maintain Financial and Accounting records for the funds in accordance with existing accounting and auditing laws, rules and regulations;
7. Make available all records and files pertaining to transactions involving the fund upon request of the Commission on Audit (COA) Auditor;
8. Take full responsibility in the proper disposition and disbursement of funds in accordance with COA rules and regulations;
9. Prepare and submit to the DENR Quarterly Physical and Financial Reports and a Final Accomplishment Report on the progress of the different activities based on the approved WFP, complying with the following schedules:
 - a. Quarterly Reports to be submitted on or before the last day of the months of March, June, September and December; and
 - b. An Accomplishment Report to be submitted on or before the 31st day of December.
10. Submit geo-tagged photos, taken at a spatial resolution of 2-4 cm per pixel with time stamp, shapefiles, report on areas and seedlings planted to the DENR on a quarterly basis;
11. Return to DENR any unused funds or savings generated after the duration of the agreement with corresponding official receipts;
12. Submit information on best practices and research findings to DENR, through the Final Accomplishment Report;
13. Jointly with the DENR, formulate a monitoring and evaluation scheme to assess the progress of this undertaking.
14. Meet regularly with DENR and other stakeholders involved to identify problem areas, if any, and resolve the same.
15. The MMSU shall be the lead state university to oversee the implementation of the nipa development project by the other SUC's

ARTICLE II FUNDING

In line with FY 2018 General Appropriations Act, Volume IA, X. DENR, A. Office of the Secretary, Special Provisions Item Number 5b. National Greening Program, Provided, That, DENR shall allocate Php 50,000,000.00 for planting activities and site maintenance and protection of nipa palm trees, including mangrove reforestation for the coastal campuses of State Universities and Colleges.

The eight (8) SUCs shall be provided with funds, the corresponding Work and Financial Plan shall be prepared and submitted for approval which will form part of the agreement.

State Universities and Colleges	Amount
Mariano Marcos State University	Php 12,273,000
Cagayan State University	Php 8,000,000
Pangasinan State University	Php 1,833,000
Central Luzon State University	Php 1,833,000
Marinduque State Colleges	Php 1,833,000

Western Philippines University	Php 1,833,000
Aklan State University	Php 1,833,000
University of Antique	Php 1,833,000
Total	Php 31,271,000

The amount shall be spent solely for the establishment of Nipa plantation including enhancement planting and other activities related to Nipa plantation development.

ARTICLE III AMENDMENTS AND MODIFICATION OF THE AGREEMENT

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

ARTICLE IV TERMINATION

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

ARTICLE V DISPUTE RESOLUTION

In the event of any doubtful issues that maybe raised concerning certain provisions of this Agreement, the Parties shall immediately exert best efforts to settle the same amicably. Otherwise, said issue will be settled through arbitration and/or non-adversarial alternative dispute resolution process.

ARTICLE VI INTELLECTUAL PROPERTY

Unless agreed otherwise between the parties, all INTELLECTUAL PROPERTY resulting from, or developed during the PROJECT, shall be owned jointly and equally by the parties.

ARTICLE VII Separability Clause

If any provision of these Memorandum of Agreement are declared unconstitutional, the same shall not affect the validity and effectivity of the other provisions hereof.

**ARTICLE VIII
DURATION AND EFFECTIVITY**

This Memorandum of Agreement shall take effect upon signing by both Parties and shall remain in effect for a period of three (3) years.

IN WITNESS WHEREOF, the parties have hereto signed this Memorandum of Agreement this 18 DEC 2018, 2018 at Quezon City, Philippines.



ROY A. CIMATU
Secretary
Department of Environment and Natural Resources (DENR)

SHIRLEY C. AGRUPIS
President
Mariano Marcos State University

PAULO V. CENAS
OIC/President
Pangasinan State University

PABLO S. CRESPO, JR.
President
University of Antique

ELSA F. MANARPAAC
President
Western Philippines University


DANILO E. ABAYON
President
Aklan State University

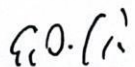
URDUJAH A. TEJADA
President
Cagayan State University


TERESO A. ABELLA
President
Central Luzon State University

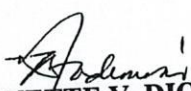
MERIAN C. MANI
President
Marinduque State College


SIGNED IN THE PRESENCE OF:

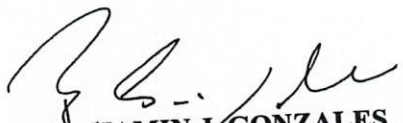

NONITO M. TAMAYO
Director
Forest Management Bureau

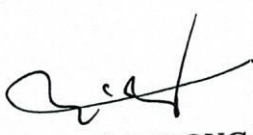

EPIFANIA O. AGUSTIN
Vice President for Research, Extension and
Business
Mariano Marcos State University



DIOSDADO P. ZULUETA
Vice President for Administration
Marinduque State College

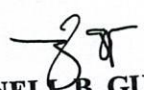

NANETTE V. DIONISIO
Vice President for Research, Extension,
Continuing Education and Training Services
University of Antique


FE L. PORCIUNCULA
Vice President for Research, Extension and
Training
Central Luzon State University


BENJAMIN J. GONZALES
Vice President for Research, Development
and Extension
Western Philippines University


VIRGILIO C. BARONGAN
Vice President for Research and Extension
Pangasinan State University


MICHAEL T. IBISATE
Director, Research and Development
Services
Aklan State University


JUNELL B. GUZMAN
Vice President for Research and Extension
Cagayan State University

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S

(QUEZON CITY)S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this
18 DEC 2018 at Quezon City, the following:

Name	Government Issued ID/CTC	Date Issued	Place Issued
ROY A. CIMATU			
SHIRLEY C. AGRUPIS			
PAULO V. CENAS	TIN - 197-971-524		
PABLO S. CRESPO, JR.	TIN - 160-814-279		
ELSA P. MANARPAAC	TIN - 126-351-357		
DANILO E. ABAYON	TIN - 133-416-030		
URDUJAH A. TEJADA	TIN - 127-905-407		
TERESO A. ABELLA	10# 197-6041901		
MERIAN C. MANI	10# - 2015-0207		

Known to me who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free act and voluntary deed and that of the entities they respectfully represent.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the date and the place first above mentioned

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Series of 2018

NOTARY PUBLIC
Atty. DONATO C. MANGUIAT
Notary Public
Commission No. NP-060 (Expires Dec. 31, 2019)
IBP No. 019051, Dec. 19, 2017/QC
PTR No. 5522687, Jan. 3, 2018/QC
Attorney's Roll No. 34845
MCLE No. V-0001037
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