



Republic of the Philippines
Department of Environment and Natural Resources

FOREST MANAGEMENT BUREAU

Visayas Avenue, Diliman, 1100 Quezon City

Tel. No. : (632) 8927-2141 / (632) 8927-4788

E-mail Address: fmb@denr.gov.ph

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

MEMORANDUM

FOR : All DENR Regional Executive Directors

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

SUBJECT : **FINAL GUIDELINES IN THE IMPLEMENTATION OF FAMILY APPROACH ON ENHANCED NATIONAL GREENING PROGRAM (ENGP)**

DATE : **APR 28 2021**

This pertains to the memorandum dated 21 January 2021 providing guidelines for the implementation of Enhanced National Greening Program for FY 2021 particularly on the adoption of Family Approach as a mode of engagement in plantation development.

Please be informed that as per further consultations, it was agreed to revise the Technical Bulletin No. 30 entitled "Implementing the Family Approach as a Strategy in the National Greening Program".

In this regard, respectfully forwarded is the Clarificatory Memorandum signed by the Undersecretary for Field Operations and Environment dated 22 March 2021, and the Revised FMB Technical Bulletin No. 30 entitled "Implementing the Family Approach as a Strategy in the National Greening Program".

FOR YOUR INFORMATION AND GUIDANCE, PLEASE.


MARCIAL C. AMARO, JR., CESO III

Copy furnished:

The Undersecretary for Field Operations and Environment



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, 1100 Quezon City
Tel. Nos. (632) 929-6626 to 69, (632) 929-6252
929-6620; 929-6633 to 35; 929-7011 to 43
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 ENHANCED NATIONAL GREENING PROGRAM FOR FY 2021 ON THE ADOPTION OF THE FAMILY APPROACH AS A STRATEGY**

DATE : **MAR 30 2021**

This refers to the memorandum dated January 21, 2021 providing guidelines for the implementation of the Enhanced National Greening Program for FY 2021 particularly on the adoption of the Family Approach as a mode of engagement in plantation development.

The FMB Technical Bulletin No. 30 provided the mechanism to engage families on forest rehabilitation and development under the eNGP. However, according to the feedbacks from the DENR field implementing units, certain challenges have been encountered in the direct engagement of families particularly on the legal and technical requirements on procurement and payment of engaged parties for reforestation and rehabilitation using the small value procurement, as stipulated in RA 9184.

In this regard, Technical Bulletin 30 is revised in order to address the challenges encountered by field offices in directly engaging families in the implementation of eNGP for FY 2021 by involving People's Organizations using the community participation procurement and providing mechanism to ensure that their individual member families are engaged and are receiving the amounts due them in the conduct of various eNGP activities.

Attached herein is the Revised Technical Bulletin.

FOR YOUR INFORMATION AND GUIDANCE.


ATTY. JUAN MIGUEL T. CUNA, CESO I



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