

MEMORANDUM OF AGREEMENT
(for the utilization of the P58M US Compensation for damages caused in Tubbataha Reefs Natural Park)

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) MIMAROPA REGION**, with Office address at 1515 L&S Building, Roxas Blvd., Ermita, Manila, represented herein by its Regional Executive Director, **MARIA LOURDES G. FERRER**, hereinafter referred to as **DENR MIMAROPA**;

- and -

The **PROVINCIAL GOVERNMENT OF PALAWAN & CO-CHAIR OF TUBBATAHA PROTECTED AREA MANAGEMENT BOARD**, with Office address at Provincial Capitol, Puerto Princesa City, Palawan, 5300, represented herein by its Governor, **HON. JOSE CH. ALVAREZ**, hereinafter referred to as **PGP**;

WITNESSETH:

WHEREAS, the Tubbataha Protected Area Management Board was created by virtue of Republic Act 10067, Section 10 as the sole policy-making and permit granting body of the Tubbataha Reefs Natural Park (TRNP) which is co-chaired by both the DENR MIMAROPA and PGP;

WHEREAS, on January 17, 2013, the USS Guardian, an American war ship, ran aground in the South Atoll of the TRNP;

WHEREAS, on January 22, 2013, the TPAMB communicated with US Ambassador Harry K. Thomas, Jr., and Commander, Western Pacific Command, Rear Admiral Thomas F. Carney informing them of the violations committed by the US Navy and serving notice of the possible fines payable to the TPAMB;

WHEREAS, on April 8, 2013, after the removal of the USS Guardian from TRNP and the conduct of a joint Philippine-US assessment, the TPAMB informed the US Ambassador, copy furnished the Secretaries of Department of Foreign Affairs and Department of Transportation and Communication, that the total area of coral damage caused by the ship was 2,345.67 sq.m. and that the total fines for violations committed in the park is Fifty Eight Million Three Hundred Seventy Five Thousand Eight Pesos (Php58,375,080.00) or US\$1.459 Million broken down as follows for reference:

RA 10067	Violations/Description	Details	Penalties	
			Peso	Dollar (at P40/\$)
Section 19	Unauthorized entry. On or about 170300H January 2013, the USS Guardian entered TRNP without prior permission from the TPAMB	RA 10067	300,000.00	7,500.00

Section 20	Damages to the reef. Upon grounding and broaching toward its starboard side, damage was inflicted on the reefs, the total area of which was jointly assessed by US and Philippine representatives	AO#1 (21): 2,345.67sq.m. x P12,000	28,148,040.00	703,701.00
		2,345.67sq.m. x P12,000 (minimum for restoration)	28,148,040.00	703,701.00
Section 21	Non-payment of conservation fees. None of the personnel on board the USS Guardian paid the conservation fees as provided for in this section.	AO 01 (22): 79 USS Guardian crew x 3,000	237,000.00	5,925.00
		Administrative fine 79 x 6,000	474,000.00	11,850.00
		AO #1 (22) Vessel entry fee: 1367gt @ Php6,000	6,000.00	150.00
		Administrative fine 6,000 x 2	12,000.00	300.00
Section 26g	Destroying, disturbing resources. The destruction and disturbance of coral communities constitutes a violation of this section.	RA 10067	1,000,000.00	25,000.00
Section 30	Obstruction of Law Enforcement Officers. Refusal to respond to radio communications and hindering marine park rangers from conducting initial damage assessment as their mandate dictates is an obstruction to the performance of their functions.	RA 10067 (30)	50,000.00	1,250.00
		Total	Php58,375,080.00	\$1,459,377.00

WHEREAS, the amount was reached based on prohibited acts committed by the US Government in TRNP as stipulated in Republic Act 10067 or the TRNP Act of 2009, which also provides for the administrative penalties for the same;

WHEREAS, on January 20, 2015, the US Government paid the Philippine Government in the amount of Eighty Seven Million Thirty Three Thousand Four Hundred Seventy Pesos and 71/100 (Php 87,033,470.71) for damages caused to TRNP, of which Php 58,375,080.00 is due to the TPAMB;

WHEREAS, on February 26, 2015, the DENR Secretary requested the DFA Secretary to transfer the compensation paid by the US Government to the TPAMB Trust Fund;

WHEREAS, on March 26, 2015, the Bureau of Treasury informed the Tubbataha Management Office (TMO) that the compensation in the amount of Eighty Seven Million Thirty Three Thousand Four Hundred Seventy Pesos and 71/100 (Php 87,033,470.71) paid by the US Government for damages caused in TRNP was credited to the Trust Fund 184 of the Department of Environment and Natural Resources – OSEC (B1132) per BTr-NG Journal Entry Voucher No. 15-01-00334 dated January 20, 2013;

WHEREAS, according to Bureau of Treasury representatives, the amount could not be deposited to the TPAMB Trust Fund because the same is not registered with the Bureau of Treasury;

WHEREAS, on April 14, 2015, the TPAMB issued Resolution No. 15-06 requesting the DENR to transfer the compensation paid the US Government to the TPAMB Trust Fund created under Section 17 of RA 10067;

WHEREAS, in a meeting held on September 15, 2015 between representatives of the DENR, DBM, BTr, and the TPAMB, it was clarified that the payment is intended as compensation for the violation of the TRNP Act and that the DENR merely serves as a conduit of the compensation paid by the US Government;

WHEREAS, on July 29, 2020, the TPAMB has issued Resolution No. 20-08 endorsing the program of works for the Phase II construction of the Tubbataha Reefs Rangers Station and requesting the release of the Php 58,375,080.00 compensation paid by the US Government;

NOW, THEREFORE, for and in consideration of the above premises, the Parties do hereby agree as follows:

A. COVERAGE

This Agreement covers the transfer and utilization of the compensation amounting to Php 58,375,080.00 paid by the US Government for the construction of the Phase II of Tubbataha Reefs Rangers Station.

B. RESPONSIBILITIES OF THE PARTIES

PGP:

1. Submit the following documentary requirements within fifteen (15) days of effectivity of this Agreement:
 - a. Work and Financial Plan accompanied by BED Forms 1-3 (Financial Plan, Physical Plan, and Monthly Disbursement Program), and BF 200 following the prescribed forms of Department of Budget and Management (DBM)
 - b. Program of Works
 - c. Accomplishment/completion report supported with photo documentation of the Phase I construction of Tubbataha Reefs Ranger Station
2. Ensure compliance with COA Circular No. 2012-001 dated June 14, 2012 and other applicable accounting and auditing rules and regulations
3. Ensure that the procurement of infrastructure project is conducted in accordance with the provisions of RA 9184, its Implementing Rules and Regulations and all its amendments
4. Provide the DENR MIMAROPA with audited statement of expenditure and accomplishment reports on the disposition of the subject fund and status of construction

of Tubbataha Reefs Ranger Station Phase II at the end of every quarter, until such time that subject amount has been completely expended and correspondingly liquidated

5. Complete the project within one (1) year from the effectivity of this Agreement and submit completion/terminal report (physical and financial) to DENR MIMAROPA within thirty (30) days upon expiration of this Agreement or completion of the project, whichever comes first
6. Initiate and facilitate creation of Inspection Team composing of representative from the following key Offices:
 - a. PGP
 - b. DENR MIMAROPA (Regional Office and PENRO Palawan)
 - c. Commission on Audit (COA)
 - d. TPAMB and TRNP-PAMO

The Inspection Team shall conduct final inspection of the project covered by this Agreement

7. Comply with other documentary requirements that may later on determined or required by the DENR Central Office, Department of Budget and Management (DBM), Bureau of Treasury (BTr), and /or Commission on Audit (COA) *i.e. disbursement/ liquidation documents*

DENR MIMAROPA:

1. Within fifteen (15) days upon receipt/release by the DENR Central Office from DENR Trust Fund 184 of fund amounting to Php 58,375,080.00, transfer same to the following account of the PGP:

Account Name: **Provincial Government of Palawan**

Account Number: **0462-1055-92**

Bank: **Land Bank of the Philippines**

2. Ensure compliance with COA Circular No. 2012-001 dated June 14, 2012 and other applicable accounting and auditing rules and regulations
3. Thru the PENRO Palawan, quarterly monitor the construction of the Tubbataha Reefs Ranger Station Phase II and submit update report to the Regional Office until such time that the project has been complete and subject amount has been fully expended
4. Designate personnel from the Regional Office and PENRO Palawan who will form part of the Inspection Team that will be created by the PGP

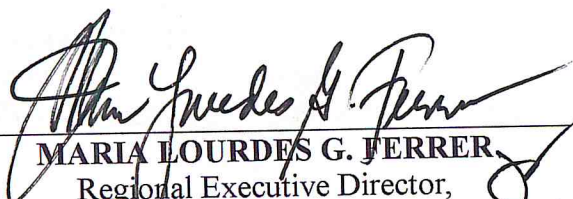
C. TERMINATION

This Agreement shall automatically deemed terminated upon completion of the project (*including inspection and submission of terminal report by the PGP*) or within one (1) year of effectivity of this Agreement, whichever comes first.

D. AMENDMENTS

This Agreement may be revoked or amended upon mutual consent of both Parties. Amendment may include extension of the project, with sufficient justification, as well as effectivity of this Agreement.

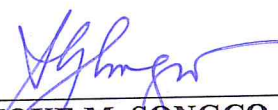
IN WITNESS WHEREOF, the parties herein have hereunto set their hands this _____
day of _____, 2021 at _____.


MARIA LOURDES G. FERRER
Regional Executive Director,
DENR MIMAROPA


JOSE CH. ALVAREZ
Governor, Provincial Government of Palawan
& Co-Chair, TPAMB

WITNESSES:


ERIBERTO B. SAÑOS
PENR Officer, Palawan


ANGELIQUE M. SONGCO
PASu, Tubbataha Reefs Natural Park

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PUERTO PRINCESA) S.S.

BEFORE ME, a notary public for and in the PUERTO PRINCESA CITY, this MAY 05 2021,
day of _____, 2020, personally appeared the following persons who have
satisfactorily proven to me their identities with the following issues Identification Cards containing
their photographs and signatures:

ID No.	Issuing Agency	Validity
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MARIA LOURDES G. FERRER

JOSE CH. ALVAREZ

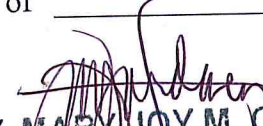
The parties are known to me to be the same persons who executed and voluntarily signed
the foregoing MOA which they acknowledged before me as their free and voluntary act and deed,
that they are acting as the representatives of the DENR MIMAROPA and PGP, and that they have
the authority to sign in behalf of their respective organizations.

The foregoing memorandum of agreement consisting of _____ pages including the page on
which this acknowledgement is written, has been signed by the parties and the witnesses.

WITNESS my hand and seal, this _____ day of _____, 2021 in
PUERTO PRINCESA CITY.

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Book No. XXIII
Series of 2021.

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ATTY. MARY JOY M. ORDANEZA
COMMISSION NO. NPL 2020-018
NOTARY PUBLIC FOR THE CITY OF
PUERTO PRINCESA CITY AND PALAWAN
UNTIL DECEMBER 31, 2021
ROLL OF ATTORNEY NO. 65028
IBP NO. 151519 / 01-04-21
PTR NO. 2629210 / 01-04-21