



**BMB TECHNICAL BULLETIN**  
**No. 2022 - \_\_\_\_\_**

**SUBJECT: GUIDELINES ON THE ISSUANCE OF MEMORANDUM OF AGREEMENT FOR THE CO-MANAGEMENT, DEVELOPMENT, RESOURCE USE, RESEARCH AND OTHER ACTIVITIES IN PROTECTED AREAS**

Pursuant to Section 10 (h) of the Republic Act (R.A.) No. 7586, otherwise known as the "National Integrated Protected Areas System (NIPAS) Act," as amended by RA 11038 or the ENIPAS Act of 2018 and its Implementing Rules and Regulations (DAO No. 2019-05) and RA 11032 or an Act of Promoting Ease of Doing Business and Efficient Delivery of Government Services, this Technical Bulletin is hereby issued to serve as guide in the preparation and execution of Memorandum of Agreement (MOA) by and between the DENR, or the Protected Area Management Board and other parties, for activities as authorized herein to be undertaken in protected areas.

**SECTION 1. Objectives.** This Technical Bulletin is hereby promulgated to provide guidance in the issuance of MOA for co-management, development, resource use, research, and other activities within protected areas consistent with the NIPAS Act, as amended and the objectives of the protected area and the approved Protected Area Management Plan (PAMP).

**SECTION 2. Scope and Coverage.** This guideline shall apply to all legislated and proclaimed protected areas including initial components of the NIPAS. It shall cover the activities stipulated in Section 3 hereof that are not covered by tenurial instruments such as the Special Use Agreement in Protected Areas (SAPA), Protected Area Community-based Resource Management Agreement (PACBRMA) and other instruments in accordance with other existing laws, rules, and regulations.

**Section 3. Guiding Principles.** The engagement/partnership shall be guided by the following principles:

- a. *Alignment with DENR core values* – engagement shall be on the basis of shared values such as sustainable development, biodiversity conservation, clean and healthy environment, social justice and rule of law;
- b. *Transparency* – engagement shall be based on full disclosure of relevant information, including potential conflict of interests; and
- c. *Integrity* – engagement shall promote adherence to principles of good governance, service quality and social accountability.

**Section 4. Projects and Activities to be covered by MOA.** The DENR through the Protected Area Management Board (PAMB) and qualified applicants may enter into a MOA for the implementation of eligible projects and activities that shall conform with the objectives of the protected area and its Management Plan. Provided that during the implementation of the MOA, parties involved shall not acquire vested rights over the subject areas. The following projects and activities are eligible for the execution of a MOA:

**4.1. Co-management of portions of PAs with Local Government Unit/s (LGUs).** The following types of projects, activities and facilities implemented or established by the LGU within the protected area shall be covered by a MOA:

- a. Existing projects, activities and facilities which are public in nature that intend to provide social services for religious, cultural, health, educational, and recreational purposes. These include existing churches, cemeteries, health centers, public schools, museums, and public parks;
- b. Other projects, activities and facilities that may be introduced in the protected area that are public in nature with the primary purpose of providing social services that are consistent with the NIPAS Act, as amended, objective of the PA and with the PA Management Plan, provided these shall be located in the multiple use zone; and
- c. Areas adopted for rehabilitation purposes.

Consistent with Rule 26.2 of the IRR of the NIPAS Act, as amended and the BMB Technical Bulletin No. 2017-12 (Clarifying the Revenue-Sharing Scheme Between PAMB and LGUs with Investments Inside Protected Areas), any LGU with territory inside a protected area may opt to collect fees for the use of facilities and resources that they have established or constructed as allowed in the PA management plan in consideration of their investment and/or significant contribution to the protected area.

**4.2. Engagement with any government agency or instrumentality.** Consistent with Section 10 (j) and 11-B (h) of the NIPAS Act, as amended, which allows the DENR to call on any instrumentality of the to accomplish the objectives and activities of the System and allows the PASu to request for and receive any technical assistance, support or advice from them for the effective management, protection and administration of the protected area, the PAMB may enter into an agreement with any government agency/instrumentality with interest in supporting and promoting biodiversity conservation and protection of the protected area involving the following projects and activities:

- a. Development/establishment of facilities/campsites for security, peace and order purposes.
- b. Development/establishment of facilities for scientific monitoring purposes by relevant government agencies/instrumentalities.
- c. Areas under the management of other Departments or instrumentalities (Sect. 15 of the ENIPAS Act)

**4.3. Engagement with academic institutions and NGOs.** Conduct of research/study by academic institutions/NGOs or individuals provided that such research or study should not involve bioprospecting and in accordance with the requirements of the NIPAS Act, as amended, Wildlife Resources Conservation and Protection Act, and other relevant laws, rules and regulations. Further, the research/study shall be in accordance with the objectives of the protected area and the principles of biodiversity conservation and sustainable development. A copy of the results of the study/research shall be provided to the PAMO. Provided that, if the research/study needs to secure Gratuitous Permit, PAMB clearance shall suffice in place of a MOA. Provided further, that this may be subject to collection of fees as may be determined by the PAMB.

**4.4. Engagement with the private sector.** Projects or activities that support programs promoting biodiversity conservation and wildlife habitat protection in partnership with

the private sector in the form of Corporate Social Responsibility (CSR) programs, technical and financial assistance, and other projects/activities that are consistent with the PA Management Plan and the objectives of the PA.

**4.5. Engagement with local communities.** The NIPAS Act, as amended, recognizes the vital roles of local communities in the management of protected areas. In this regard and in view of the various ecosystem services that protected areas provide to local communities, the PAMB may enter into an agreement with resource users or organized Peoples Organizations (POs) who are dependent on ecosystem goods and services, provided that the MOA may include a benefit-sharing scheme between the proponent and the PAMB and the activities are guided by the following conditions:

- a. Resource users or POs from the local community who did not qualify as tenured migrants based on the results of SRPAO and whose homelots are outside the protected area but are dependent on the PA resources for subsistence. The resource user or PO may enter into a MOA with the PAMB to continue to utilize farmlots identified during the SRPAO within a period of five (5) years.
- b. POs engaged in activities involving sustainable utilization of resources and further enhancement of resources as stipulated in DAO 2021-13 (Guidelines for the Development and Recognition of Biodiversity-Friendly Enterprises (BDFEs) in PAs under the NIPAS) may enter into an agreement with the PAMB for the development and management of areas within multiple-use zones for the implementation of BDFE projects.
- c. PACBRMA holders who shall engage in enterprises involving resource use within the PA but outside their PACBRMA area.

4.6. Existing structures and facilities for religious purposes. Existing religious non-profit facilities shall enter into a MOA for five years.

- Located within the community/built up areas- limit the expansion
- Those located in areas that are potential for rehabilitation

**Section 4. Requirements.** The following supporting documents should be submitted by the proponent through the PASu/PA Management Office for evaluation and presentation to the PAMB:

- a. Duly accomplished application form
- b. Project/activity/research proposal
- c. Map of the subject area for development or utilization plotted in the PA Map (to be prepared by the PASu)
- d. For the activities enumerated in Sections 3.1 and 3.2 which involve area development and construction of infrastructures, the following additional supporting documents should be submitted:
  - i) Copy of the development plan; and
  - ii) ECC if the area will be used for the establishment of structures/facilities. All other projects and undertakings not considered as environmentally critical shall not be required to submit an Environmental Compliance Certificate. The PAMB as the main implementing body may however require non-critical

projects and undertakings to provide additional permit or document, as it may deem necessary.

- e. For the activities enumerated in Section 3.3 which involve research or study, the proponent should also submit an endorsement letter from the research/academic institution or NGO and copy of the Gratuitous Permit (GP) if the research or study will involve collection of wild flora and fauna.
- f. For the private sector in Section 3.4, the following additional documents should be submitted:
  - i) Proof of-legal personality – Copies of Certificate of Registration from the Department of Trade and Industry (DTI) or the Securities and Exchange Commission (SEC); and
  - ii) Proof of compliance with the national internal revenue laws - Tax Identification Number (TIN), Certificate of Registration issued by the Bureau of Internal Revenue (BIR) with proof of payment of the Annual Registration Fee.

The PASu shall exert due diligence to establish the clean track record of the proponent.

**Section 5. *Application Process and Approval of MOA.*** The following processes shall be undertaken in the evaluation and approval of the MOA:

- a. The proponent submits its proposal to the PAMB through the PASu with complete supporting documents as required in Section 4 hereof.
- b. Upon review and evaluation, the PASu shall endorse the proposal to the PAMB and invites the proponent to present before the Management Board.
- c. If the proposal is found to be eligible for a MOA, the PAMB shall issue a PAMB Clearance endorsing the project/activity. The PASu shall then draft/prepare the MOA using the template provided in Annex A and in coordination with the proponent and with the guidance of the DENR Regional Office. All MOAs are required to be reviewed by the Legal Unit of the DENR Regional Office.
- d. Once finalized, the MOA shall be signed by the proponent and the RED as Chairman of the PAMB.

Annex B provides the process flow in the application and approval of the MOA.

**Section 6. *Terms and Conditions.*** The PAMB and the PAMO with the supervision of the DENR Regional Office through its Conservation and Development Division (CDD) and the Biodiversity Management Bureau (BMB) shall ensure that the implementation of the MOA is guided by the terms and conditions thereof. Annex A provides the template and minimum terms and conditions of the MOA. The PAMO, PAMB and the DENR Regional Office may include additional terms and conditions, as necessary, that are relevant to the specific intent of the project or activity.

**Section 7. *Duration and Renewal of the MOA.*** The duration of the MOA shall be based on the actual length of time necessary to complete a certain project or activity but shall not exceed 10 years. For areas to be applied for renewal, the proponent shall comply with the same requirements and considerations, as long as the intent of the proposed project or undertaking is in pursuit of biodiversity conservation and sustainable development.

**Section 8. *Cancellation and Termination of the MOA.*** The implementation of the MOA shall be subjected to regular monitoring and evaluation by the PASu and the PAMB. In the event that the terms and conditions stipulated in the MOA were not satisfactorily complied with by the proponent, the PAMB shall consider the termination of the agreement. If necessary, the PASu shall take immediate steps to rehabilitate the subject area, at the expense of the proponent.

**Section 9. *Monitoring and Evaluation.*** The PASu/PAMO shall regularly conduct monitoring and evaluation to determine whether the MOA is being implemented properly and shall submit an annual status report to the PAMB and the DENR Regional Office, and the BMB. The report shall include progress of the project/activities, best practices, challenges encountered and the interventions made by the PAMB and the PASu/PAMO.

**Section 10. *Existing MOA.*** All existing MOA issued for the co-management, development, resource use, research and other related activities in protected areas under the NIPAS shall be reviewed and shall not be renewed upon their expiration unless consistent with the PA Management Plan, the NIPAS Act, as amended and this Guidelines. On the other hand, activities and/or development interventions within the protected area that are not covered by this Guidelines shall be evaluated based on the requirements of SAPA in accordance with Section 25 of the NIPAS Act, as amended.

**Section 11. *Effectivity.*** This Technical Bulletin shall take effect immediately and shall be circulated for the information and guidance of all concerned.

**NATIVIDAD Y. BERNARDINO**

Template on the Minimum Terms and Conditions of the MOA with LGU

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_ of <Month> <Year> at the \_\_\_\_\_ by and between:

The **PROTECTED AREA MANAGEMENT BOARD** of \_\_\_\_\_ located in Official address, represented herein by its Chair, **the Regional Executive Director of DENR**\_\_\_\_\_, hereinafter referred to as “**PAMB-\_\_\_\_\_**”,

-and-

The **<Local Government Unit (LGU) of \_\_\_\_\_>** as represented herein by <authorized representative>, hereinafter referred to as “**LGU-\_\_\_\_\_**”,

**WITNESSETH**

**WHEREAS**, the PAMB has the authority and functions to oversee the management of the protected area;

**WHEREAS**, the PAMB has the authority to approve policies, plans and programs, proposals, agreements and other related documents for the management of the protected areas;

**WHEREAS**, the Second Party having a significant contribution in the PA shall be considered as partner in the management of protected areas pursuant to Section 10 (h) of RA 7586 (NIPAS Act of 1992) as amended by RA 11038 (Expanded NIPAS Act of 2018);

**WHEREAS**, the Second Party which has jurisdiction inside protected areas shall align their CLUPs, local development plans, disaster risk reduction management plans and other required plans according to objectives specified herein and in the protected area management plans;

**WHEREAS**, the Second Party through its representation in the PAMB as provided in the NIPAS Act, as amended, may appropriate portions of their share from the annual internal revenue allotment and other income for use of the protected area;

**WHEREAS**, the Protected Area Management Board (PAMB) of Name of the Protected Area endorses this Memorandum of Agreement of Name of Second Party with attached supporting requirements and generated map of the subject area, adopted and approved by through PAMB Resolution No. \_\_\_\_\_ dated \_\_\_\_\_;

**NOW THEREFORE**, In view of the foregoing premises, the PAMB shall allow the Second Party to use a portion in Name of the PA, covering an area of \_\_\_\_\_ situated in Address of the PA with technical description and approved map, subject to valid existing vested rights, laws, policies, rules, and regulations and consistent with the Management Plan of the protected area, under the following terms and conditions;

## **1. OBLIGATION OF THE PARTIES**

### **1.1 The PAMB shall:**

1.1.1. Grant exclusive use of the identified area, subject to prior vested rights and existing laws, rules and regulations, provided that the use of resources therein by the concerned Local Government Unit (LGU) shall be subjected to proper evaluation of their proposed project or activity;

1.1.2. Ensure that the terms and conditions of this Agreement are aligned and consistent with the Protected Area Management Plan (PAMP), Comprehensive Land-Use Plans (CLUPs), local development plans, disaster risk reduction management plans, and other related required plans or documents;

1.1.3. Provide guidance and technical assistance to the Second Party on the conduct of resource assessment and other related activities among others for the effective implementation of the MOA;

1.1.4. Shall have access to the subject area to undertake monitoring and evaluation activities on the implementation of the Agreement;

1.1.5. Monitor and assess the effects and impacts of the Agreement in the implementation of PA policies and programs;

1.1.6. Ensure that legal and appropriate measures are immediately done when conflict arises; and,

1.1.7. Shall be responsible for the cancellation and termination of the MOA if violations are made by the Second Party.

### **1.2. The Second Party/Proponent shall:**

1.2.1. Contribute in the protection of the <subject PA> and the natural resources therein at all times against poaching, permanent settlement, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended;

1.2.2. Ensure that the natural state of ecosystems and environment present in the area is preserved at all times;

1.2.3. Coordinate with the PAMB and local DENR offices for the continued provision of assistance on the protection of the PA;

1.2.4. Remit, at its option, a portion of its IRA, or other income, as its contribution to the PA-Retained Income Account (PA-RIA);

1.2.5. Neither impose, collect property taxes on government-owned properties nor issue declarations of real property tax for lands in protected areas;

1.2.6. Immediately report any natural disturbance or anthropogenic activity illegally implemented in the PA; and

1.2.7. Comply with the terms and conditions set forth on this Agreement and other existing policies, rules, and regulations related in the implementation of the MOA.

## **2. OTHER CONDITIONS**

Under this agreement, the following terms and conditions are likewise included:

2.1. The fees for the use of facilities and resources installed or constructed by the LGU within the protected areas as allowed in its management plan shall be imposed by the LGU in consideration of the investment and/or its significant contribution to the protected area;

2.2. Construction of facilities and infrastructure within Multiple-use Zones (MUZs) in the PA shall be allowed as long it is contained in the approved CLUP of the concerned Municipality/City. The specifications of the facilities and structures shall strictly follow the guidelines prescribed in DAO 2009-09;

2.3. LGUs may at any time, voluntarily waive their right to recover their investments and donate the facilities without prejudice to certain privileges that the LGUs may enjoy out of their investment;

2.4. The First Party and the Second Party shall be responsible in maintaining that the goals and objectives of the Agreement are met;

2.5. This Agreement, including the terms and conditions agreed by both parties stipulated herewith are subject to the relevant provisions of the NIPAS Act, as amended.

## **3. DURATION OF AGREEMENT**

The MOA shall carry an initial term of one (1) year to five (5) years based on the actual length of time to complete the certain project or activity. Application for renewal shall be allowed, considering that the terms and conditions set forth in this Agreement are properly met by the LGU.

## **TERMINATION OR CANCELLATION OF AGREEMENT**

This Agreement may be terminated or cancelled by the DENR through the PAMB based on any of the following grounds:

4.1. Violation or non-compliance with any of the terms and conditions stipulated in the Agreement and to environmental laws, rules and regulations;

4.2. Conversion or expansion of the subject area thereof, to other uses not authorized by the Protected Area Management Board;

4.3. Abandonment of the area or failure, without justifiable cause, to exercise the privilege granted under the MOA; and,

4.4. Conduct poaching, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended.

The Regional Executive Director through the recommendation of the PAMB and as the issuing authority may immediately suspend the Agreement if the aforementioned grounds are proven to be carried out by the Second Party through technical investigation prompted by the DENR and PAMB.



**IN WITNESS HEREOF**, the parties hereto have set their hands on the date and place above written:

First Party

Second Party

By:

**RED**  
PAMB Chairperson

**Representative**  
MOA Holder

Signed in the presence of:

**WITNESS**

**WITNESS**

**WITNESS**

ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines)  
 ) s.s

BEFORE ME, a Notary Public for \_\_\_\_\_ personally appeared on \_\_\_\_\_ the following persons, presenting to me their respective competent Evidence of Identity, as indicated below:

<u>Name</u>	<u>GIID No.</u>	<u>Issued at/on</u>
_____	_____	_____
_____	_____	_____

Known to me the same persons who executed the foregoing instrument denominated as Amendments to the Memorandum of Agreement between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_" THREE (3) PAGES, INCLUDING THIS PAGE, HAVING ACKNOWLEDGED BEFORE ME THAT IT IS THEIR OWN, RESPECTIVE, FREE AND VOLUNTARY ACT AND DEED, AND THE RESPECTIVE AGENCIES THAT THEY PRESENT.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20

**Template on the Minimum Terms and Conditions of the MOA for the Establishment of Campsites and Scientific Monitoring Stations**

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_ of <Month> <Year> at the \_\_\_\_\_ by and between:

The **PROTECTED AREA MANAGEMENT BOARD** of \_\_\_\_\_ located in Official address, represented herein by its Chair, **the Regional Executive Director of DENR**\_\_\_\_\_, hereinafter referred to as “**PAMB-\_\_\_\_\_**”,

-and-

The **<Government Instrumentality>** \_\_\_\_\_ > as represented herein by **<authorized representative>**, hereinafter referred to as “ \_\_\_\_\_ ”,

**WITNESSETH**

**WHEREAS**, the PAMB has the authority and functions to oversee the management of the protected area;

**WHEREAS**, the PAMB has the authority to approve policies, plans and programs, proposals, agreements and other related documents for the management of the protected areas;

**WHEREAS**, the Second Party having a significant contribution in the PA shall be considered as partner in the management of protected areas pursuant to Section 10 (h) of RA 7586 (NIPAS Act of 1992) as amended by RA 11038 (Expanded NIPAS Act of 2018);

**WHEREAS**, the Protected Area Management Board (PAMB) of Name of the Protected Area endorses this Memorandum of Agreement of Name of Second Party with attached supporting requirements and generated map of the subject area, adopted and approved by through PAMB Resolution No. \_\_\_\_\_ dated \_\_\_\_\_;

**NOW THEREFORE**, In view of the foregoing premises, the PAMB shall allow the Second Party to use a portion in Name of the PA, covering an area of \_\_\_\_\_ situated in Address of the PA with technical description and approved map, subject to valid existing vested rights, laws, policies, rules, and regulations and consistent with the Management Plan of the protected area, under the following terms and conditions;

**1. OBLIGATION OF THE PARTIES**

**1.1 The PAMB shall:**

1.1.1. Grant exclusive use of the identified area, subject to prior vested rights and existing laws, rules and regulations, provided that the use of resources

therein by the concerned government instrumentality shall be subjected to proper evaluation of their proposed project or activity;

1.1.2. Ensure that the terms and conditions of this Agreement are aligned and consistent with the Protected Area Management Plan (PAMP), Comprehensive Land-Use Plans (CLUPs), local development plans, disaster risk reduction management plans, and other related required plans or documents;

1.1.3. Provide guidance and technical assistance to the Second Party on the conduct of resource assessment and other related activities among others for the effective implementation of the MOA;

1.1.4. Shall have access to the subject area to undertake monitoring and evaluation activities on the implementation of the Agreement;

1.1.5. Monitor and assess the effects and impacts of the Agreement in the implementation of PA policies and programs;

1.1.6. Ensure that legal and appropriate measures are immediately done when conflict arises; and

1.1.7. Shall be responsible for the cancellation and termination of the MOA if violations are made by the Second Party.

## **1.2. The Second Party/Proponent shall:**

1.2.1. Contribute in the protection of the <subject PA> and the natural resources therein at all times against poaching, permanent settlement, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended;

1.2.3. Protect the area and the natural resources therein at all times against poaching, permanent settlement, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended;

1.2.3. Ensure that the natural state of ecosystems and environment present in the area is preserved at all times;

1.2.4. Coordinate with the PAMB and local DENR offices on the continued provision of assistance on the protection of the PA;

1.2.6. Ensure that proposed campsite/scientific monitoring stations that will be established within portions of PA are properly protected as guided by environmental policies and regulations;

1.2.7. Implement supplementary activities that are needed for the protection and conservation of surrounding and adjacent areas of established campsites/scientific monitoring stations;

1.2.8. Ensure that health and sanitation measures are followed at all times;

1.2.9. Immediately report any natural disturbance or anthropogenic activity illegally implemented in the PA; and

1.2.10. Comply with the terms and conditions set forth on this Agreement and other existing policies, rules, and regulations related in the implementation of the MOA.

**2. OTHER CONDITIONS**

Under this agreement, the following terms and conditions are likewise included:

- 2.1. The specifications of infrastructures to be constructed shall strictly follow the guidelines prescribed in DAO 2009-09 and other related issuances;
- 2.2. The First Party and the Second Party shall be responsible in maintaining that the goals and objectives of the Agreement are met; and
- 2.3. This Agreement, including the terms and conditions agreed by both parties stipulated herewith are subject to the relevant provisions of the NIPAS Act, as amended.

**3. DURATION OF AGREEMENT**

The MOA shall carry an initial term of one (1) year to five (5) years based on the actual length of time to complete the certain project or activity. Application for renewal shall be allowed, considering that the terms and conditions set forth in this Agreement are properly met by the proponent.

**TERMINATION OR CANCELLATION OF AGREEMENT**

This Agreement may be terminated or cancelled by the DENR through the PAMB based on any of the following grounds:

- 4.1. Violation or non-compliance with any of the terms and conditions stipulated in the Agreement and to environmental laws, rules and regulations;
- 4.2. Conversion or expansion of the subject area thereof, to other uses not authorized by the Protected Area Management Board;
- 4.3. Abandonment of the area or failure, without justifiable cause, to exercise the privilege granted under the MOA; and,
- 4.4. Conduct poaching, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended.

The Regional Executive Director through the recommendation of the PAMB and as the issuing authority may immediately suspend the Agreement if the aforementioned grounds are proven to be carried out by the Second Party through technical investigation prompted by the DENR and PAMB.

**IN WITNESS HEREOF**, the parties hereto have set their hands on the date and place above written:

First Party

Second Party

By:

## Representative MOA Holder

**WITNESS**

**WITNESS**

**WITNESS**

## ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines)  
 ) s.s

BEFORE ME, a Notary Public for \_\_\_\_\_ personally appeared on \_\_\_\_\_ the following persons, presenting to me their respective competent Evidence of Identity, as indicated below:

NameGIID No.Issued at/on

Known to me the same persons who executed the foregoing instrument denominated as Amendments to the Memorandum of Agreement between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_" THREE (3) PAGES, INCLUDING THIS PAGE, HAVING ACKNOWLEDGED BEFORE ME THAT IT IS THEIR OWN, RESPECTIVE, FREE AND VOLUNTARY ACT AND DEED, AND THE RESPECTIVE AGENCIES THAT THEY PRESENT.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20

**Template on the Minimum Terms and Conditions of the MOA for Research/Studies Purposes**

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_ of <Month> <Year> at the \_\_\_\_\_ by and between:

The **PROTECTED AREA MANAGEMENT BOARD** of \_\_\_\_\_ located in Official address, represented herein by its Chair, **the Regional Executive Director of DENR**\_\_\_\_\_, hereinafter referred to as “**PAMB-\_\_\_\_\_**”,

-and-

The <Name of Individual/Organization> <general info about the org> and represented herein by <authorized representative if organization>, hereinafter referred to as “**Name of Individual/Organization**”,

**WITNESSETH**

**WHEREAS**, the PAMB has the authority and functions to oversee the management of the protected area;

**WHEREAS**, the PAMB has the authority to approve policies, plans and programs, proposals, agreements and other related documents for the management of the protected areas;

**WHEREAS**, the Second Party intends to conduct a research/study inside the protected area;

**WHEREAS**, the Second Party has the means to conduct research study in relation to the improvement of biodiversity conservation interventions in the PA;

**WHEREAS**, the Protected Area Management Board (PAMB) of Name of the Protected Area endorses this Memorandum of Agreement of Name of Second Party with attached supporting requirements, adopted and approved by through PAMB Resolution No. \_\_\_\_\_ dated \_\_\_\_\_;

**NOW THEREFORE**, In view of the foregoing premises, the PAMB shall allow the Second Party to undergo activities in connection with his study/research, under the following terms and conditions;

**1. OBLIGATION OF THE PARTIES**

**1.1 The PAMB shall:**

1.1.1. Allow access of the second party to the protected area during the duration of the study/research;

1.1.2. Ensure that the terms and conditions of this Agreement are aligned and consistent with the provisions of the NIPAS Act, as amended;

1.1.3. Undertake monitoring and evaluation activities on the implementation of the Agreement;

1.1.4. Monitor and assess the effects and impacts of the Agreement in the implementation of PA policies and programs;

1.1.5. Impose fines and penalties for the violation of rules and regulations stipulated herein and other provisions ENIPAS Act, as amended and other related environmental laws and policies; and,

1.1.6. Shall be responsible for the cancellation and termination of the MOA if violations are made by the Second Party.

## **1.2. The Second Party shall:**

1.2.1. Present its research proposal and orient the PAMB of the activities to be undertaken;

1.2.2. Comply with the terms and conditions set forth on this Agreement and other requirements as required by existing policies, rules, and regulations related in the implementation of the MOA, such as but not limited to Gratuitous Permit for the collection of flora and fauna and PAMB clearance;

1.2.3 Conduct only the necessary activities related to the research/study as approved by the PAMB; and,

1.2.10. Present the results of the study/research to the PAMB and provide a copy of the final result of the research/study.

## **2. OTHER CONDITIONS**

Under this agreement, the following terms and conditions are likewise included:

2.1. The DENR shall allow the Second Party to conduct resource assessment and other related activities the protected area in connection with his/her research/study;

2.4. Selling or any form of wildlife from the protected area is prohibited and shall be a basis for cancellation;

2.5. The First Party and the Second Party shall be responsible in maintaining that the goals and objectives of the Agreement are met; and

2.8. This Agreement, including the terms and conditions agreed by both parties stipulated herewith are subject to the relevant provisions of the NIPAS Act, as amended.

## **3. DURATION OF AGREEMENT**

The MOA shall carry an initial term of one (1) year to five (5) years based on the actual length of time to complete the certain project or activity. Application for



renewal shall be allowed, considering that the terms and conditions set forth in this Agreement are properly met by the proponent.

**4. TERMINATION OR CANCELLATION OF AGREEMENT**

This Agreement may be terminated or cancelled by the DENR through the PAMB based on any of the of the following grounds:

- 4.1. Violation or non-compliance with any of the terms and conditions stipulated in the Agreement and to environmental laws, rules and regulations; and,
- 4.4. Conduct poaching, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended.

The Regional Executive Director through the recommendation of the PAMB and as the issuing authority may immediately suspend the Agreement if the aforementioned grounds are proven to be carried out by the Second Party through technical investigation prompted by the DENR and PAMB.

**IN WITNESS HEREOF**, the parties hereto have set their hands on the date and place above written:

First Party	Second Party
By:	
<b>RED</b> PAMB Chairperson	<b>Representative</b> MOA Holder

Signed in the presence of:

<b>WITNESS</b>	<b>WITNESS</b>
<b>WITNESS</b>	

## ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines)  
 ) s.s

BEFORE ME, a Notary Public for \_\_\_\_\_ personally appeared on \_\_\_\_\_ the following persons, presenting to me their respective competent Evidence of Identity, as indicated below:

<u>Name</u>	<u>GIID No.</u>	<u>Issued at/on</u>

Known to me the same persons who executed the foregoing instrument denominated as Amendments to the Memorandum of Agreement between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_" THREE (3) PAGES, INCLUDING THIS PAGE, HAVING ACKNOWLEDGED BEFORE ME THAT IT IS THEIR OWN, RESPECTIVE, FREE AND VOLUNTARY ACT AND DEED, AND THE RESPECTIVE AGENCIES THAT THEY PRESENT.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20

**Template on the Minimum Terms and Conditions  
of the MOA with the Private Sector**

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_ of <Month>  
<Year> at the \_\_\_\_\_ by and between:

The **PROTECTED AREA MANAGEMENT BOARD** of \_\_\_\_\_ located in  
Official address, represented herein by its Chair, **the Regional Executive Director of  
DENR**\_\_\_\_\_, hereinafter referred to as “**PAMB-\_\_\_\_\_**”,

-and-

The <\_\_\_\_\_> as represented herein by <authorized representative>, hereinafter  
referred to as “\_\_\_\_\_”,

**WITNESSETH**

**WHEREAS**, the PAMB has the authority and functions to oversee the management of  
the protected area;

**WHEREAS**, the PAMB has the authority to approve policies, plans and programs,  
proposals, agreements and other related documents for the management of the  
protected areas;

**WHEREAS**, the Second Party having a significant contribution in the PA shall be  
considered as partner in the management of protected areas pursuant to Section 10  
(h) of RA 7586 (NIPAS Act of 1992) as amended by RA 11038 (Expanded NIPAS Act  
of 2018);

**WHEREAS**, the Second Party through its representation in the PAMB as provided in  
the NIPAS Act, as amended, may appropriate portions of their share from the annual  
internal revenue allotment and other income for use of the protected area;

**WHEREAS**, the Protected Area Management Board (PAMB) of Name of the Protected  
Area endorses this Memorandum of Agreement of Name of Second Party with  
attached supporting requirements and generated map of the subject area, adopted  
and approved by through PAMB Resolution No. \_\_\_\_\_ dated  
\_\_\_\_\_;

**NOW THEREFORE**, In view of the foregoing premises, the PAMB shall allow the  
Second Party to use a portion in Name of the PA, covering an area of \_\_\_\_\_  
situated in Address of the PA with technical description and approved map, subject  
to valid existing vested rights, laws, policies, rules, and regulations and consistent  
with the Management Plan of the protected area, under the following terms and  
conditions;

**1. OBLIGATION OF THE PARTIES**

### **1.1 The PAMB shall:**

1.1.1. Grant exclusive use of the identified area, subject to prior vested rights and existing laws, rules and regulations, provided that the use of resources therein by the proponent shall be subjected to proper evaluation of their proposed project or activity;

1.1.2. Ensure that the terms and conditions of this Agreement are aligned and consistent with the Protected Area Management Plan (PAMP), Comprehensive Land-Use Plans (CLUPs), local development plans, disaster risk reduction management plans, and other related required plans or documents;

1.1.3. Provide guidance and technical assistance to the Second Party on the conduct of resource assessment and other related activities among others for the effective implementation of the MOA;

1.1.4. Shall have access to the subject area to undertake monitoring and evaluation activities on the implementation of the Agreement;

1.1.5. Monitor and assess the effects and impacts of the Agreement in the implementation of PA policies and programs;

1.1.6. Ensure that legal and appropriate measures are immediately done when conflict arises; and,

1.1.7. Shall be responsible for the cancellation and termination of the MOA if violations are made by the Second Party.

### **1.2. The Second Party/Proponent shall:**

1.2.1. Contribute in the protection of the <subject PA> and the natural resources therein at all times against poaching, permanent settlement, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended;

1.2.2. Ensure that the natural state of ecosystems and environment present in the area is preserved at all times;

1.2.3. Coordinate with the PAMB and local DENR offices for the continued provision of assistance on the protection of the PA;

1.2.4. Immediately report any natural disturbance or anthropogenic activity illegally implemented in the PA; and

1.2.5. Comply with the terms and conditions set forth on this Agreement and other existing policies, rules, and regulations related in the implementation of the MOA.

## **2. OTHER CONDITIONS**

Under this agreement, the following terms and conditions are likewise included:

2.1. The First Party and the Second Party shall be responsible in maintaining that the goals and objectives of the Agreement are met;

2.2. This Agreement, including the terms and conditions agreed by both parties stipulated herewith are subject to the relevant provisions of the NIPAS Act, as amended.

**3. DURATION OF AGREEMENT**

The MOA shall carry an initial term of one (1) year to five (5) years based on the actual length of time to complete the certain project or activity. Application for renewal shall be allowed, considering that the terms and conditions set forth in this Agreement are properly met by the LGU.

**TERMINATION OR CANCELLATION OF AGREEMENT**

This Agreement may be terminated or cancelled by the DENR through the PAMB based on any of the following grounds:

- 4.1. Violation or non-compliance with any of the terms and conditions stipulated in the Agreement and to environmental laws, rules and regulations;
- 4.2. Conversion or expansion of the subject area thereof, to other uses not authorized by the Protected Area Management Board;
- 4.3. Abandonment of the area or failure, without justifiable cause, to exercise the privilege granted under the MOA; and,
- 4.4. Conduct poaching, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended.

The Regional Executive Director through the recommendation of the PAMB and as the issuing authority may immediately suspend the Agreement if the aforementioned grounds are proven to be carried out by the Second Party through technical investigation prompted by the DENR and PAMB.

**IN WITNESS HEREOF**, the parties hereto have set their hands on the date and place above written:

First Party

Second Party

By:

**RED**  
PAMB Chairperson

**Representative**  
MOA Holder

Signed in the presence of:

**WITNESS**

**WITNESS**

**WITNESS**

ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines)  
 ) s.s

BEFORE ME, a Notary Public for \_\_\_\_\_ personally appeared on \_\_\_\_\_ the following persons, presenting to me their respective competent Evidence of Identity, as indicated below:

<u>Name</u>	<u>GIID No.</u>	<u>Issued at/on</u>
_____	_____	_____
_____	_____	_____

Known to me the same persons who executed the foregoing instrument denominated as Amendments to the Memorandum of Agreement between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_" THREE (3) PAGES, INCLUDING THIS PAGE, HAVING ACKNOWLEDGED BEFORE ME THAT IT IS THEIR OWN, RESPECTIVE, FREE AND VOLUNTARY ACT AND DEED, AND THE RESPECTIVE AGENCIES THAT THEY PRESENT.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20

**Template on the Minimum Terms and Conditions of the MOA  
with Resource Users for Subsistence Activities**

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_ of <Month>  
<Year> at the \_\_\_\_\_ by and between:

The **PROTECTED AREA MANAGEMENT BOARD** of \_\_\_\_\_ located in  
Official address, represented herein by its Chair, **the Regional Executive  
Director of DENR**\_\_\_\_\_, hereinafter referred to as “**PAMB-\_\_\_\_\_**”,

-and-

The **<Name of Individual/Organization>** <general info about the org> and  
represented herein by <authorized representative if organization>, hereinafter  
referred to as “**Name of Individual/Organization**”,

**WITNESSETH**

**WHEREAS**, the PAMB has the authority and functions to oversee the management  
of the protected area;

**WHEREAS**, the PAMB has the authority to approve policies, plans and programs,  
proposals, agreements and other related documents for the management of the  
protected areas;

**WHEREAS**, the Second Party did not qualify as tenured migrant based on the  
result of the Survey and Registration of PA Occupants (SRPAO) for reason that  
his/her residence is outside the protected area or he/she did not meet the  
required number of years as a protected area occupant;

**WHEREAS**, the Second Party, notwithstanding the deficiency to qualify as a  
tenured migrant, is practically dependent for its subsistence on the area he/she is  
using inside the protected area;

**WHEREAS**, the Second Party, intends to engage in activities involving sustainable  
utilization of resources and further enhancement of resources as stipulated in  
DAO 2021-13 (Guidelines for the Development and Recognition of Biodiversity-  
Friendly Enterprises (BDFEs) in PAs Under the NIPAS) <This is applicable only for  
POs that will engage in BDFE> ;

**WHEREAS**, the Protected Area Management Board (PAMB) of Name of the  
Protected Area endorses this Memorandum of Agreement of Name of Second  
Party with attached supporting requirements and generated map of the subject

area, adopted and approved by through PAMB Resolution No. \_\_\_\_\_  
dated \_\_\_\_\_;

**NOW THEREFORE**, In view of the foregoing premises, the PAMB shall allow the Second Party to use a portion in Name of the PA, covering an area of \_\_\_\_\_ situated in Address of the PA with technical description and approved map, subject to valid existing vested rights, laws, policies, rules, and regulations and consistent with the Management Plan of the protected area, under the following terms and conditions;

## **1. OBLIGATION OF THE PARTIES**

### **1.1 The PAMB shall:**

1.1.1. Grant exclusive use of the identified area, subject to prior vested rights and existing laws, rules and regulations, provided that the use of resources therein shall be subjected to proper evaluation;

1.1.2. Ensure that the terms and conditions of this Agreement are aligned and consistent with the Protected Area Management Plan (PAMP), Ecotourism Management Plan (EMP), Community Resource Management Plan (CRMP) and other plans or documents related in the management of the protected area;

1.1.3. Shall have access to the subject area to undertake monitoring and evaluation activities on the implementation of the Agreement;

1.1.4. Monitor and assess the effects and impacts of the Agreement in the implementation of PA policies and programs;

1.1.5. Impose fines and penalties for the violation of rules and regulations stipulated herein and other provisions ENIPAS Act, as amended and other related environmental laws and policies;

1.1.6. Ensure that legal and appropriate measures are immediately done when conflict arises; and

1.1.7. Shall be responsible for the cancellation and termination of the MOA if violations are made by the Second Party.

### **1.2. The Second Party/Proponent shall:**

1.2.1. Contribute in the protection of the <subject PA> and the natural resources therein at all times against poaching, permanent settlement, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended;

1.2.2. Continue with the use of the portion of the area without creating vested right therein;



1.2.4. Ensure that the natural state of ecosystems and environment present in the area is preserved at all times;

1.2.5. Pay the required charges and other resource use fees prescribed by the PAMB;

1.2.6. Immediately report any natural disturbance or anthropogenic activity illegally implemented in the PA; and

1.2.7. Comply with the terms and conditions set forth on this Agreement and other existing policies, rules, and regulations related in the implementation of the MOA;

## **2. OTHER CONDITIONS**

Under this agreement, the following terms and conditions are likewise included:

2.1. The DENR shall allow the Second Party to continue with the utilization of the designated area, without creating any vested rights;

2.2. The second party shall not shift land use other than the land use recorded in the SRPAO without approval of the PAMB;

2.3. Construction of residential house or any permanent structure is strictly prohibited;

2.4. Selling or any form of transfer of rights borne out of this MOA is prohibited and shall be a basis for cancellation without prejudice to the filing of charges for violation of the ENIPAS Act as amended;

2.5. The First Party and the Second Party shall be responsible in maintaining that the goals and objectives of the Agreement are met; and

2.8. This Agreement, including the terms and conditions agreed by both parties stipulated herewith are subject to the relevant provisions of the NIPAS Act, as amended.

## **3. DURATION OF AGREEMENT**

The duration of the MOA shall be one (1) year-ten (10) years counted from the time this MOA is approved and notarized and renewable for another ten (10) years, subject to the endorsement of PAMB. The PAMB shall, before approving the renewal, review whether the MOA holder has complied with the terms and conditions of this agreement and determine whether the holder is still substantially dependent on the PA for subsistence.

#### **4. TERMINATION OR CANCELLATION OF AGREEMENT**

This Agreement may be terminated or cancelled by the DENR through the PAMB based on any of the of the following grounds:

- 4.1. Violation or non-compliance with any of the terms and conditions stipulated in the Agreement and to environmental laws, rules and regulations;
- 4.2. Conversion or expansion of the subject area thereof, to other uses not authorized by the Protected Area Management Board;
- 4.3. Abandonment of the area or failure, without justifiable cause, to exercise the privilege granted under the MOA;
- 4.4. Conduct poaching, extractive activities, illegal gathering and collection of resources and other prohibited acts as stated in the NIPAS Act, as amended; and
- 4.5. Failure to pay the One-Time Fee and other fees and charges prescribed by the PAMB.

The Regional Executive Director through the recommendation of the PAMB and as the issuing authority may immediately suspend the Agreement if the aforementioned grounds are proven to be carried out by the Second Party through technical investigation prompted by the DENR and PAMB.

**IN WITNESS HEREOF**, the parties hereto have set their hands on the date and place above written:

First Party

Second Party

By:

**RED**  
PAMB Chairperson

**Representative**  
MOA Holder

Signed in the presence of:

**WITNESS**

**WITNESS**

## ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines)  
 ) s.s

BEFORE ME, a Notary Public for \_\_\_\_\_ personally appeared on \_\_\_\_\_ the following persons, presenting to me their respective competent Evidence of Identity, as indicated below:

<u>Name</u>	<u>GIID No.</u>	<u>Issued at/on</u>
_____	_____	_____
_____	_____	_____

Known to me the same persons who executed the foregoing instrument denominated as Amendments to the Memorandum of Agreement between \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_ ”  
THREE (3) PAGES, INCLUDING THIS PAGE, HAVING ACKNOWLEDGED BEFORE ME THAT IT IS THEIR OWN, RESPECTIVE, FREE AND VOLUNTARY ACT AND DEED, AND THE RESPECTIVE AGENCIES THAT THEY PRESENT.

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Book No. \_\_\_\_\_  
Series of 20

# Flowchart for the processing and approval of MOA

