



Republic of the Philippines  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
MIMAROPA REGION

DEC 14 2023

MEMORANDUM

TO : THE PENRO ORIENTAL MINDORO

ATTENTION : THE CENROs  
SOCORRO AND ROXAS

FROM : THE OIC, REGIONAL EXECUTIVE DIRECTOR

SUBJECT : MEMORANDUM OF AGREEMENT ON ADOPT-A-NATIONAL GREENING PROGRAM (NGP) SITE IN ORIENTAL MINDORO

Please be informed that Ipilan Nickel Corporation (INC), a mining company operating in Brooke's Point, Palawan manifests its interest to participate in ENGP through the Adopt-a-National Greening Program Site Project to comply with the required replacement of trees under its Special Tree Cutting and Earth-balling Permit (STCEP).

In line with this, the INC is seeking to partner with different NGP People's Organization and is willing to allot a total of Php 6,000,000 to cover all the expenses in the said partnership. The said project which shall be formalized through the signing of Memorandum of Agreement (MOA) shall focus on replanting, maintaining and protecting of 1000 hectares of graduated NGP sites in Oriental Mindoro.

Attached is the draft MOA and a matrix containing the identified potential partners and NGP sites, for your references.

For your immediate action.

  
FELIX S. MIRASOL, JR., CESO IV



Department of Environment  
and Natural Resources  
MIMAROPA Region



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NGP  
pt. improve

**MEMORANDUM OF AGREEMENT  
ADOPT-A-NATIONAL GREENING PROGRAM (NGP)  
SITE IN ORIENTAL MINDORO**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement for *Adopt-a-National Greening Program (NGP) Site* executed this 28<sup>th</sup> of November 2023 by and among:

- arrange on a Sunday night.
- ② **IPILAN NICKEL CORPORATION, INC.**, a corporation organized and existing under Philippine laws with address at Penthouse, Platinum Tower, Asean Avenue corner Fuentes St., Aseana Paranaque City, represented by its OIC-Resident Mine Manager, Alex C. Arabis, hereinafter referred to as **INC**;
- ① **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - PENRO ORIENTAL MINDORO**, a government agency with office address at Ilang-ilang St., Brgy. Suqui, Calapan City, Oriental Mindoro, represented by PENR Officer, Alan L. Valle, hereinafter referred to as ~~PENRO ORIENTAL MINDORO~~; **DENR**;
- ③ **NGP PEOPLE'S ORGANIZATION**, a cooperative duly registered before the Cooperative Development Authority (CDA), with address at [REDACTED] represented by its Chairperson, [REDACTED], hereinafter referred to as **NGP-PO**;

**WITNESSETH: That,**

**WHEREAS**, the DENR is the primary agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources;

**WHEREAS**, the Forest Management Bureau (FMB) allows the use of seedlings for tree replacement as planting materials for NGP/Expanded National Greening Program (ENGP) sites with very low survival rate after the three-year maintenance and protection period, and for areas with damage caused by fire, force majeure, and other similar causes;

**WHEREAS**, Executive Order No. 193, Series of 2015, expanded the coverage of the NGP to include unproductive, denuded and degraded forest lands, extended the period of implementation from 2016 to 2028, and encouraged all sectors, particularly the private sector, to actively participate therein;

**WHEREAS**, the enhancement of NGP site projects is one of the strategies to encourage forest development and to improve the survival rates of NGP/ENGP plantations;

**WHEREAS**, partnerships with NGP People's Organizations (NGP POs) will assure the maintenance and protection of established plantations;

**WHEREAS**, INC manifests its willingness to participate in the *Adopt-a-National Greening Program (NGP) Site* (the Project, for brevity) in compliance with the condition for the replacement of trees under its Special Tree Cutting and Earth-Balling Permit (STCEP) No. DENR IV-B MIMAROPA-2016-014<sup>1</sup>;

**WHEREAS**, NGP-PO is a duly recognized cooperative that will be involved in the implementation of this Project;

**WHEREAS**, the PENRO Oriental Mindoro recommended to INC the Project since the NGP-PO is a registered PO with an assigned site in [REDACTED], Oriental Mindoro covering a total area of 1,000 hectares<sup>2</sup>;

<sup>1</sup> Annex "A"

<sup>2</sup> Annex "B"



**WHEREAS**, the NGP-PO agreed to be a partner of INC in the implementation of the Project;

**WHEREAS**, the Parties recognize the importance of collaboration and partnership for the reforestation of open and degraded forest lands, the compliance by INC in fulfilling its obligations to the DENR, and to provide economic opportunities to upland communities;

## I. PROJECT SITE

The project site is located in [REDACTED], awarded to [REDACTED], with an area of one thousand (1,000) hectares.

## II. ROLES AND RESPONSIBILITIES OF THE PARTIES

### a. The INC shall:

- Transfer to DENR*
- and prepare*
- subject of the contract.*
- concurance by INC and the NGP PO.*
- produce*
- agreed to*
- concurance; (redundant)*
- upon the recommendation of DENR - CEN/POPO;*
- Assist the DENR in the*
- Transfer to PO;*
- Conduct survey, mapping and planning as well as prepare geographical information system maps (GIS maps) of the project site;
  - Prepare a Work and Financial Plan (WFP) for approval by the DENR;
  - Provide seedlings of various indigenous species and propagules;
  - Submit the approved WFP to the DENR-PENRO Oriental Mindoro for its concurrence; *(redundant)*
  - Provide funds per approved WFP and stipulated payment terms;
  - Release funds through progress billing to the NGP-PO;
  - Provide travelling expenses for the implementation of the project;
  - Verify Financial Utilization Reports (FURs) submitted by NGP-PO;
  - Conduct validation and monitoring of accomplishments of the NGP-PO in accordance with the approved WFP;
  - Submit SWA to the DENR for verification. — *Transfer to PO;*

### b. The DENR shall:

- Validate*
- Identify the area for tree planting and ensure access to the land for the duration of the Project;
  - Provide technical assistance during consultation meetings;
  - Verify Statement of Work Accomplishment (SWA);
  - Create a composite monitoring and validation team to ensure compliance with the terms and conditions of the issued permit and validate that the survival rate of seedlings is at least 85%; and
  - Monitor the project and recommend approval of payment to INC.

### c. The NGP-PO shall:

- the tree growing*
- Undertake the rehabilitation and development of the project site for a period of one (1) year in accordance with the approved WFP;
  - Submit SWAs in accordance with the approved WFP, copy furnished to the DENR-MIMAROPA Region for the conduct of validation activity;
  - As a requirement for progress billing, submit to INC the following:
    - Request for validation with attached SWA; and
    - Geotagged photos for documentation.
  - Guarantee that the documents and reports submitted to INC are prepared, and/or accomplished before the conduct of validation;
  - Keep and maintain accounting records of the amount received and/or disbursed and submit the FURs to INC, copy furnish the DENR; INC;

*DENR*



*staff → establish a good work relation and INC in the*

f. ~~Ensure that the NGP PO's partnership with the DENR is renewed to cover the duration of this Agreement;~~

g. Ensure that the plantations follow the number of seedlings and provide allowance for mortality and maintenance of the project site;

h. Ensure a survival rate of 85% of the seedlings upon inspection and shoulder any costs aside from the seedlings to comply with the 85% required survival rate.

*I- ensure that all seedlings planted against fire/ashray - leave blank*

### III. PAYMENT TERMS AND INSPECTION

1. The total project cost is ~~Six Million Pesos (PHP6,000,000.00), inclusive of VAT and subject to withholding tax, if any, which shall be applied in accordance with the approved WFP.~~

2. For the implementation of the Project, INC shall pay [REDACTED], within fifteen (15) days upon presentation of the SWA and Financial Utilization Report, to be validated on-site by the DENR and INC Validation Team in accordance with the schedule of payments stipulated in this Agreement.

3. Essential Activities and the Corresponding Amount for NGP Planting (Table 1)

Year of Implementation	Activity	Area	Amount
1 <sup>st</sup> Year	Maintenance and protection of the plantation (e.g., site planting, replanting, strip brushing, ring weeding and mulching, fireline construction)  (PHP6,000.00/hectare)	1,000	PHP6,000,000.00

4. The full payment for the accomplishment area of the NGP People's Organization shall not be released unless the survival rate of the total seedlings planted in the site reaches 85% survival as verified during inspection/validation.

5. INC shall process the billing only after a thorough field inspection/validation of every accomplished activity and submission of the required documents, which are to be attached to the billing.

6. Upon every payment, the NGP People's Organization shall, within five (5) business days, issue an Official Receipt to INC with the following correct and complete details as required by the Bureau of Internal Revenue (BIR):

Company Name: Ipilan Nickel Corporation

Address: Penthouse, Platinum Tower, Asean Avenue corner Fuentes Street  
Aseana, Tambo, 1701 City of Paranaque

TIN: 239-874-018-00000

Business Style: Ipilan Nickel Corporation, Inc.

### IV. DURATION AND EFFECTIVENESS OF THE AGREEMENT

This Agreement shall take effect on the day it is signed by the Parties and shall last for one (1) year, renewable for another one year, if the parties comply with their respective responsibilities and the survival rate of 85% of seedlings planted is maintained. The terms and conditions in this Agreement shall remain enforceable for the period stipulated.



## V. PENALTIES AND SANCTIONS

NGP-PO shall refund INC of any payments already received in respect of the activities that have not yet been performed by them, including legal interest, in the following circumstances:

- a. Failure to perform their duties and responsibilities as stated in this Agreement resulting in the non-accomplishment of the Project due to:
  1. Non-compliance or partial compliance with the terms of the MOA; ~~DENR~~
  2. Failure to start the Project within seven (7) days from ~~INC'S~~ ~~DENR~~ issuance of the Notice ~~D~~ to Proceed; and,
  3. Abandonment of the Project Site or of the work stipulated for a period of at least one month from the date of discovery by the DENR MIMAROPA of such fact.

## VI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

- a. No employer-employee relationship exists between the Parties, nor between the personnel of PENRO Oriental Mindoro, NGP-PO, and INC. Nothing in this Agreement shall be construed as creating any such relationship.

## VII. ABSENCE OF COMPANY LIABILITY

- a. The ~~PENRO Oriental Mindoro~~ ~~DENR~~ and NGP-PO shall hold in a fiduciary capacity for the benefit of INC, all confidential information, knowledge, or data relating to INC or any of its affiliated companies, and their respective businesses, which shall have been obtained by it during its service to INC or any of its affiliated companies and which shall not be or become public knowledge. At the termination of this Agreement, it shall not, without the prior written consent from INC, or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone.
- b. The ~~PENRO Oriental Mindoro~~ ~~DENR~~ and NGP-PO agree to hold INC, its parent company and the parent company's subsidiaries and affiliates, as well as the directors, officers and employees of these companies, free from and harmless against fees, claims, arising from damages out of losses or resulting from the operations of the Project, including, but not limited to, attorney's fees. Anyone directly or indirectly employed or engaged by the PENRO Oriental Mindoro and NGP-PO in connection with the Project may also be liable jointly and severally with them regardless of any such claim, damage, loss, or expense caused in part by a party indemnified in this Agreement. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist in favor of INC.

## VIII. PROHIBITION

- a. During and after the effectiveness of this Agreement, PENRO Oriental Mindoro and NGP-PO and their personnel shall not:
  - (i) disclose commercially-sensitive, operations-related and confidential information or data of INC to third parties;
  - (ii) damage INC'S good name and reputation through social media or other means; or,
  - (iii) involve themselves in acts of harassment or bullying of anyone employed by or related to INC.

**IX. AUTHORITY OF SIGNATORIES**

The signatories to this Agreement are authorized to represent and sign for the Parties.

**X. AMENDMENTS**

- a. This Agreement constitutes the Parties' entire agreement and supersedes any previous or contemporaneous expressions of intent, undertaking, or agreement. It can only be amended or revised by a subsequent written agreement of the Parties.

**XI. GOVERNING LAW AND DISPUTE RESOLUTION**

- a. This Agreement shall be governed by and interpreted according to Philippine laws.
- b. Any dispute about this Agreement's genuineness and authenticity and the interpretation and implementation of its terms and conditions shall be lodged before the appropriate courts of Parañaque City excluding all others, after efforts at an amicable settlement shall have been exhausted.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**IPILAN NICKEL CORPORATION                      PENRO ORIENTAL MINDORO**

**ALEXIS C. ARABIS    ALLAN L. VALLE**  
OIC-Resident Mine Manager                      PENRO, Oriental Mindoro

**NGP PEOPLES' ORGANIZATION**

\_\_\_\_\_  
Chairman

**WITNESSES**

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES  
\_\_\_\_\_ S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Competent Evidence of Identity	Data/Place of Issuance/Validity

known to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of \_\_\_\_ ( ) pages including this page where this acknowledgment is writing, and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ Philippines.

Notary Public

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023.



## List of People's Organization

Name of Partners Organization	Chairperson	Address	Area (Ha)	Survival Rate	Seedling needed to attain 100% Survival	Signature
<b>CENRO ROXAS</b>						
Samahan ng Tribung Buhid sa Mindoro (STB)	Julio Ram-oy	Lisap, Bongabong	90	1.32%	149,853	
Buhid Primary Multi Purpose Cooperative, Inc.	Ayaz Diaz	Lisap, Bongabong	90	1.80%	149,830	
LGU of Cabugao	Ernilo Imbate	Cabugao, Bulalacao	90	0.52%	149,897	
Community Group	Dennis Casidsid	Maliwanag, Mansalay	76	8.55%	126,046	
Community Group	Erwin M. Roblo	Manaul, Mansalay	64	0.00%	106,624	
Community Group	Josephine M. Macarae	Manaul, Mansalay	90	0.06%	149,935	
<b>CENRO SOCORRO</b>						
Samahan ng nagkakaisang mangyan Alangan, Inc. (SANAMA)	Roberto Mambo Sr.	San Ignacio, Baco	70	2.96%	113,172	
Community Group	Ernesto Bibo	Tabinay, Puerto Galera	58	3.04%	93,694	
Community Group	Maning Sinduraan	Villafior, Puerto Galera	50	2.88%	80,902	
Sama-samang Patungo sa Kaunlaran ng mga Katutubong Iraya Mangyan ng Puerto Galera, Oriental Mindoro (TAMBALSA)	Elias Sinduraan	Villafior PI, Puerto Galera	50	2.51%	81,211	
Community Group	Lucilo Cabingke	Caagutayan, Sa Teodoro	65	1.00%	107,208	
Community Group	Edwin Taculoy	Calangatan P2, Sa Teodoro	68	0.09%	113,188	
Samahan ng Nagkakiraya Pangkappian Pal-amutan Org (IPPO)aisang Mangyan Alangan, Inc.	Sonny Boy S. Camalig	Inabasan, Sa Teodoro	95	4.47%	158,015	
Community Group	Bonifacio Camalig	Inabasan, Sa Teodoro	95	0.16%	158,015	
Samahan ng mamamayan Para sa Pangkalikasan at Pangkaunlaran (SMPP)	Felisa Kiwang/Benson Chawag	Caagutayan, San Teodoro	95	2.32%	154,698	
Community Group	Juanito Linumbay	Caagutayan, San Teodoro	60	2.18%	97,780	
Community Group	Angel Makabayan	Caagutayan P2, San Teodoro	56	3.01%	90,486	
Samahang Gabay sa Buhay ng Kapatirang Mangyan Katutubong Iraya, Inc. (SGBKI, Inc.)	Dinando Camalig	Calangatan, San Teodoro	75	1.12%	123,547	
Community Group	Nonoy Faustino	Balite, Naujan	95	0.92%	156,808	
Community Group	Clemente Bunsoy	Balite, Naujan	95	0.28%	157,827	
Community Group	Benigno Bunsoy	Balite, Naujan	94	2.24%	153,099	
Community Group	Marlon Dayrit	Banuton, Naujan	54	0.48%	89,530	
Community Group	Vicente Maderazo	Banuton, Naujan	90	2.02%	146,917	
Community Group	Elias Kaluban	Banuton, Naujan	82	0.54%	135,869	
Masikap Kabuhayan Tadyawan (MKT)	Ramon Salamat	Bugtong na Tuog, Socorro	90	1.11%	154,364	
Community Group	Lansagan Molawin	Bugtong na Tuog, Socorro	52	1.10%	85,682	



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