



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE

MAR 23 2023

MEMORANDUM

FOR : The Regional Executive Director
DENR MIMAROPA Region
1515 DENR By the Bay Building, Roxas Boulevard,
Barangay 668, Ermita, Manila

THRU : The ARD for Technical Services

FROM : The OIC, PENR Officer

SUBJECT : **REQUEST FOR REVIEW RE: MEMORANDUM OF AGREEMENT ON THE COLLABORATIVE MANAGEMENT FOR CARINDAN LAKE ECOTOURISM PARK LOCATED AT SO. BACLARAN, BRGY. PINAGTURILAN, STA. CRUZ, OCCIDENTAL MINDORO**

I. REFERENCE

1. Copy of letter from Provincial Administrator Muriel M. Reguinding
2. Copy of Report of Forester Emiliza A. Calabio re: Meeting attended held last January 9, 2023 at Provincial Disaster Risk Reduction Management Office
3. Copy of letter dated January 25, 2023 re: second part of meeting for the co-management scheme and development plan for carindan Lake in Sta. Cruz, Occidental Mindoro.
4. Copy of location map of Carindan Lake subject for co-management
5. Copy of Minutes for the finalization of the draft MOA for Carindan Lake Eco Tourism Project
6. Copy of draft Memorandum of Agreement for Collaborative Management of Carindan lake located at So. Baclaran, Barangay Pinagturilan, Sta. Cruz, Occidental Mindoro.

II. Background

The collaborative agreement on the management of Carindan lake started through an invitation letter from the Provincial Administrator of the Province of Occidental Mindoro for a meeting that was held on January 9, 2023 at the Provincial Disaster Risk Reduction and Management Office (PDDRMO)- Operation Center, Capitol Complex, Mamburao, Occidental Mindoro. The first meeting was presided by the Honorable Governor Eduardo B. Gadiano and attended by PGOM, DENR PENRO, representative from the Municipality of Sta. Cruz and People's Organization of Carindan Lake Forest Farmers Association. The second meeting was held on February 6, 2023 and this was presided by the undersigned for the drafting of Memorandum of Agreement for the management of the aforementioned lake.

Likewise, after two consecutive meeting conducted by the Provincial Government of Occidental Mindoro the finalization of the draft MOA was held on February 21, 2023 at Capitol Training Center, Mamburao, Occidental Mindoro. During the meeting the draft MOA was reviewed and some changes in the agreement were made. Also, a Product Development Workshop was organized by the PGO and was facilitated by Blue Water Consultancy Services for the development of Carindan lake covering an aggregate area of 18.88 hectares.

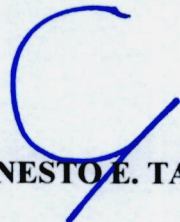
III. COMMENTS & RECOMMENDATIONS

Relative to this, submitted is the draft Memorandum of Agreement (MOA) for comment and recommendation. Once checked, the MOA shall be returned to the Provincial Government Office for finalization.

IV. ATTACHMENTS

1. Copy of letter dated December 20, 2023 from Provincial Administrator Muriel M. Reguinding
2. Copy of Report of Forester Emiliza A. Calabio re: Meeting attended held last January 9, 2023 at Provincial Disaster Risk Reduction Management Office
3. Copy of letter dated January 25, 2023 re: second part of meeting for the co-management scheme and development plan for carindan Lake in Sta. Cruz, Occidental Mindoro.
4. Copy of location map of Carindan Lake subject for co-management
5. Copy of Minutes for the finalization of the draft MOA for Carindan Lake Eco Tourism Project
6. Copy of draft Memorandum of Agreement (MOA)

For information, review and further instruction.


ERNESTO E. TAÑADA

the Philippines
Division IV-B
Province of Occidental Mindoro
OFFICE OF THE PROVINCIAL ADMINISTRATOR

December 20, 2022

MR. ERNESTO E. TAÑADA
Officer-in-Charge
Provincial Environment and Natural Resources Office
Mamburao, Occidental Mindoro

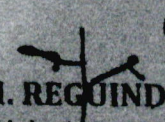
Dear Sir:

The Provincial Government of Occidental Mindoro, thru the Tourism Division, will be conducting a dialogue to discuss the possible co-management scheme for Carindan Lake in Sta. Cruz, Occidental Mindoro, as one of the priority sites for tourism development of the ongoing Provincial and Municipal Sustainable Tourism Master Plan.

Anent thereto, the undersigned requests *your participation in the aforementioned discussion on January 9, 2023, at 9:00 AM in the Provincial Disaster Risk Reduction and Management Office (PDRRMO) Operations Center (OpCen), Capitol Complex, Mamburao, Occidental Mindoro.*

Thank you so much in anticipation of your positive response to this undertaking.

Very truly yours,


MURIEL M. REQUINDING
Provincial Administrator

OPAD-RECORDS & ARCHIVES DIVISION

OFFICIAL RELEASED

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DATE 12-20-22
TIME 1:20 PM
BY SH

RECORDS TSD

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RECEIVED
DATE 12/20
TIME 1:20 PM

DATE: TIME:

ATCH: AS Stated
OPAD/AD/hmv/kgd

"Ganado sa Serbisyo, Ganado sa Pagbabagol"

Address: Provincial Capitol Compound, Barangay, Payompon, Mamburao, Occidental Mindoro



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Department of Environment and Natural Resources
MIMAROPA Region
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE

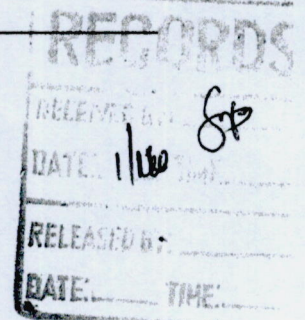
MEMORANDUM

FOR : The PENR Officer

THRU : The Chief, Technical Services Division

FROM : Forester III

SUBJECT : **REPORT ON MEETING ATTENDED HELD LAST JANUARY 9, 2023 AT PROVINCIAL DISASTER RISK REDUCTION MANAGEMENT OFFICE (PDRRMO) RE: POSSIBLE CO-MANAGEMENT SCHEME FOR CARINDAN LAKE**



In compliance with your instruction to attend for a consultation meeting wherein we were invited by the Honorable Governor of the Province of Occidental Mindoro as per his letter dated December 20, 2022, please be informed that the undersigned attended on the aforementioned meeting headed by our Chief TSD, Forester Celso B. Almazan and these are the following topics presented and discussed during the dialogue meeting held last January 09, 2023 at PDRRMO Provincial Capitol Mamburao, Occidental Mindoro:

Topics/Presentation	Remarks
Opening Remarks	<p>Governor Gadiano informed the participants of the objective of the meeting specifically for the possible co-management of Carindan Lake. He introduced the Blue Water Consultancy Services as their partner for the preparation of their Provincial Development Plan and a Sustainable Tourism Master Plan of the Province of Occidental Mindoro. Likewise, he added that the co-management between the Municipal Local Government Unit (MLGU) of Sta. Cruz the Provincial Local Government Unit (PLGU) of Occidental Mindoro, the Department of Environment and Natural Resources (DENR) and the Peoples Organization shall precede with the enactment and implementation of the project.</p> <p>The Honorable Governor is optimistic that once this endeavor will be successful it will contribute to the economic growth and recovery of the tourism sector and will significantly increase the Province generation of income, boost employment opportunities for all Mindoreños and infrastructure development which eventually creates a sustainable and diverse economy.</p>
Blue Water Consultancy Services	<p>Ms. Chen Mencias mentioned that they have already prepared several Tourism Management plan for the municipalities of Looc, Lubang and Abra de Ilog. She mentioned that Carindan Lake is potential for eco-tourism due to its accessibility, uniqueness and its scenery that can be develop through partnership with different stakeholders and the local communities.</p>
Forester Celso B Almazan Chief, TSD	<p>He mentioned that before discussing for possible development of the Carindan lake it is important to dicuss the existing MOA which was signed during the time of Governor Josephine Y. Ramirez Sato, and he said that no Sangguniang Panlalawigan (SP) Resolution was issued authorizing the Provincial Governor to enter into Memorandum of</p>



Photo documentation during dialogue meeting with Honorable Governor Eduardo B. Gadiano with representative from PENR Office headed by Chief of Technical Services Division Forester Celso B. Almazan, Mr Louie and Ms. Chen Mencias of Blue Water Consultancy Services, Atty. Leonardo Abeleda, Jr. representative from the Municipality Government of Sta. Cruz and key officials of Provincial Government of Office of the Province of Occidental Mindoro held last January 9, 2023 at Provincial Disaster Risk Reduction Management Office (PDRRMO) Provincial Capitol Mamburao, Occidental Mindoro



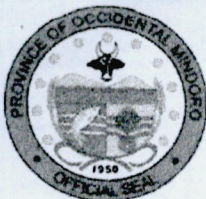
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Department of Environment and Natural Resources
MIMAROPA Region
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE

	the then PENRO Conrado A. Espejo, Jr.
Hon. Governor Gadiano	Governor Gadiano said that this issue will be resolved later since whatever plans that will be made shall be presented to the SP for the issuance of SP Resolution allowing the Governor to enter into MOA as legal binding document for the development of Carindan Lake into an ecotourism destination.
Atty. Leonardo Abeleda Jr. of the municipality of Sta. Cruz	He asked Forester Almazan of his comment during their previous meeting if until now Carindan Lake is a Protected Area because he could not find FBHGRBS on the list of Legislated PA as per RA 11038
Forester Celso B. Almazan	He mentioned that Carindan Lake is part of FB Harrison Game Refuge and Bird Sanctuary and initial component of NIPAS as per Republic Act 7586 and as amended by RA 11038 and not only Carindan Lake but other portion of the area with unique characteristic like Mt. Paragpagan dominated by Mindoro Pine and Aruyan Malati known to have sitings of Tamaraw aside from this unique characteristic he also mentioned that FBHGRBS is an Important Bird Area (IBA) due to the presence of Mindoro Bleeding Heart Pigeon
Park Maintenance Noriel M Dulatre	Presented the location of the Carindan Lake using google map and overlay other tenurial instrument and titled property like CADT of Alangan Mangyan. He mentioned that the original area was 300 hectares and it was reduced to 18.88 hectares to avoid overlapped or conflict with other tenurial instrument.
Blue Water Consultancy Services	Ms. Chen Mencias presented the development of Palui Island into a progressive tourism destination as their model site. She emphasized the importance of identifying different products of the area that can be develop into a tourism destination and prepare mitigating measures to ensure the protection and conservation of the area for sustainable development.
Agreement during the meeting	Responsible Office/Person
Drafting of MOA	Blue Water Consultancy Services -- deadline February 6, 2023
Executive Order re: Creation of Technical Working Group for the Development of Carindan Lake	Office of the Governor-within two weeks
Product Development Workshop	Provincial Tourism- February 20-21, 2023

All parties have agreed that only those areas without overlapping of tenurial instrument be it CADT or CBFMA will be the subject of the co-management Agreement. Parties shall be composed of DENR, Provincial Government, Municipal, Barangay Pinagturilan and registered CBFMA.

Attached herewith are the pictures taken during the meeting and copy of GIS map of proposed area for Development of Carindan lake located at Barangay Pinagturilan, Sta. Cruz, Occidental Mindoro.

For information and record.



Republic of the Philippines
Region IV-B

Province of Occidental Mindoro

OFFICE OF THE PROVINCIAL ADMINISTRATOR

January 25, 2023

MR. ERNESTO E. TAÑADA

Officer-in-Charge

Provincial Environment and Natural Resources Office

Mamburao, Occidental Mindoro

Dear Sir:

The Provincial Government of Occidental Mindoro, thru the Tourism Division, is once again **inviting you to attend the second part of meeting for the co-management scheme and development plan for Carindan Lake in Sta. Cruz, Occidental Mindoro**, with the following agenda to be discussed:

1. Executive Order creating the Technical Working Group for Carindan Lake Eco-Tourism Biodiversity Project; and
2. Memorandum of Agreement for Collaborative Management of Carindan Lake Ecotourism Park.

The meeting will be held **on February 6, 2023, 9:00 AM** at the Provincial Disaster Risk Reduction and Management Office (PDRRMO) – Operations Center (OpCen), Capitol Complex, Mamburao, Occidental Mindoro.

Thank you so much in anticipation of your positive response to this undertaking.

CDS	
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DATE:	TIME:

PAD-RECORDS & ARCHIVES DIVISION

OFFICIAL RELEASED

Rec. Ref. No. 387
Date: Jan. 26, 2023
Time: 10:54
Signature: [Signature]

attch: as stated
OPAd/AD/hmv/kgd

Very truly yours,

PENRO	
RECEIVED BY: <i>[Signature]</i>	
DATE: <u>1-27</u>	
TIME:	

MURIEL M. REGUINDING
Provincial Administrator

TSD	
RECEIVED BY: <i>[Signature]</i>	
DATE: <u>1-27-2023</u>	
TIME:	

RECORDS	
DATE: <u>1/26/23</u>	
TIME:	

"Ganado sa Serbisyo. Ganado sa Pagbabago!"

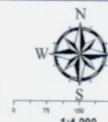
Address: Provincial Capitol Compound, Barangay. Payompon, Mamburao, Occidental Mindoro



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Mamburao, Occidental Mindoro

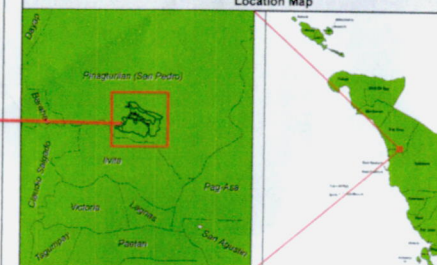
CARINDAN LAKE PROPOSED AREA FOR CO-MANAGED

Located at So. Bacاران, Brgy. Pinagturilan, Sta. Cruz,
Occidental Mindoro



Scale: 1:4,000
Projection: UTM
Datum: WGS 84
Zone: 58N
Units: Meter
Elevation: 1000
Contour Interval: 100
Map Date: 2018
Map Scale: 1:4,000
Map Sheet: 1 of 1

Location Map



Legend

- Proposed Area for Co-Managed - 18.88 Ha.
- Areas within CADT - 152.19 Ha.
- Carindan Lake Boundary - 321.85 Ha.
- Land Classification Boundary Line

Notes:

1. Administrative Boundary Not Authoritative.
2. Proposed Co-Managed Areas within Forestland as per LC 2118 dated June 29, 1957.

Prepared by:

RODERIC A. CULANAN
Park Maintenance Foreman
UAV-DRO

Checked & Verified by:

CENO B. ALMAZAN
SVM/JChief, TS

Noted by:

RENETO E. TANADA
JOC, PENR Officer



MINUTES OF MEETING

Title: **FINALIZATION OF THE DRAFT MOA FOR CARINDAN LAKE ECO TOURISM PROJECT**

Date & Time: **February 21, 2023**

Venue: **Capitol Training Center, Mamburao, Occidental Mindoro**

Attendees:

1. Ron Lowell Karl Daproza – PO II – PPDO
2. Tirso Augustus Abeleda II – PLO
3. Edwin Sansano – SEMS – ENRO
4. Celso Almazan – SVEMS – DENR - PENRO
5. Noriel M. Dulatre – PMF – DENR PENRO
6. Wilfredo T. Aquino – LMO II – DENR PENRO
7. Emilita A. Calabio – FOR II – DENR PENRO
8. Celso B. Almazan – SVEMS – DENR PENRO
9. Chen Mencias – Consultant – Blue Water Consultancy via zoom
10. Nolic C. Primero – Brgy. Captain – Brgy. Pinagturilañ, Sta. Cruz
11. Libreto G. Melchor – Brgy. Kagawad - Brgy. Pinagturilan, Sta. Cruz
12. Seth Pampo – Member – Brgy. Pinagturilan, Sta. Cruz
13. Julieth A. Oraspado – Secretary – Brgy. Pinagturilan, Sta. Cruz
14. Mary Jane Paredes – Brgy. Kagawad - Brgy. Pinagturilan, Sta. Cruz
15. Rogelio M. Gaspado – Chairman – Carindan Lake Forest Farmers Association
16. Mary Chris F. Gara – Treasurer - Carindan Lake Forest Farmers Association
17. Julie Ann G. Octoman – Secretary - Carindan Lake Forest Farmers Association
18. Gretchen Sy – MTO – Sta. Cruz
19. Aina Krizia Viray – Planning Officer – Sta. Cruz
20. Michael Jefferson Sy – Draftsman I – Sta. Cruz
21. Jellie Joy S. Tolentino – Tourism Staff – Sta. Cruz
22. Jayrick Cris A. Villas – Tourism Staff - Sta. Cruz
23. Shara Faye Salazar – CAO II-ENRO
24. Joanna Mae Tuizon – PO II-PPDO
25. Rexel Tuscano – EZ IV – PGOM
26. Rolando Briguel – Admin – GSO
27. Ma. Lucila Bico Hernandez – OIC Provincial Tourism Officer/EA I
28. Ryan R. Tajonera – TOO – Tourism Division

The Provincial Government of Occidental Mindoro, together with the Local Government Unit of Sta. Cruz, DENR, and the People's Organization have already conducted two (2) consecutive meetings prior to this to discuss the planning process and the scope of the eco-tourism project for Carindan Lake. A Technical Working Group was already formed and composed of the aforementioned agencies and organizations. The draft MOA was also reviewed and some changes in the draft agreement were already made.

A Product Development Workshop was organized by the Provincial Government of Occidental Mindoro and was conducted by the Blue Water Consultancy, who is the consulting firm of the ongoing Provincial and Municipal Sustainable Tourism Master Plan. The workshop includes the introduction of the planning process, eco-tourism concept, seven environmental principles, ecotourism enterprises development, and wealth generation, Palau Island Case Study, Ecotourism Product Development, Sustainable Infrastructure, Landscaping of Values, Creating Vision Board for Carindan Lake, SWOC, ecotourism product development, and vision reality gap analysis.

SUMMARY OF POINTS DISCUSSED

<p>People's Organization & the Barangay Pinagturilan</p>	<ul style="list-style-type: none"> • In the draft MOA for the Carindan Lake Eco-Tourism Project, the first identified People's Organization is the Carindan Lake Forest Farmer's Association (CLFFA). But upon thorough review and recommendation of the Technical Working Group, it was decided that the People's Organization (PO) will be omitted from the MOA and that they will be included and represented by the Local Government Unit of Sta. Cruz instead, same with the Barangay Pinagturilan. It was agreed by the PO, Brgy. Pinagturilan, and LGU Sta. Cruz assured the PO that they will still be included since they are the direct beneficiaries. Capacity building and technical assistance will be extended to the PO. The MOA is now between the Provincial Government of Occidental Mindoro, the Local Government Unit of Sta. Cruz and DENR. • The LGU Sta. Cruz will still conduct consultation with the host community and the TWG will craft a mapping of stakeholders which will identify who will be the partners of this project.
<p>Identification of Stakeholders</p>	<ul style="list-style-type: none"> • During the meeting, the DENR suggested that we should create a manual of operation as guidance for the identified partners regarding their roles and responsibilities in this project. The CLFFA then expressed their concern if more POs will be included but the LGU Sta. Cruz assured them that the TWG is just following the process. Other POs within the community should also be informed of this project and collaboration among them will be a good practice. This project will not limit to one (1) PO but is open to all POs within the community which is why a community consultation is necessary.
<p>Scope of the project</p>	<ul style="list-style-type: none"> • During the first meeting, the TWG concluded to focus the development within 18 hectares of Carindan Lake. The DENR stated that there were no overlapping and tenurial instruments within their proposed area for development in Carindan Lake since they have already sorted out the boundaries based on their representation. However, it was changed during the second meeting. The 137 hectares of the area were proposed to be part of the ecotourism development and not just the 18 hectares presented during the first meeting. This is where the suggestion to include the NCIP in MOA appeared since part of the suggested scope has CADt. • During the third meeting for finalization, the decision of this matter reverted to its original proposal where the development is now agreed to focus on the 18 hectares area of Carindan Lake. The inclusion of NCIP to enter into MOA was not pushed through since
<p>Conclusion</p>	<ul style="list-style-type: none"> • The draft MOA will be subject to checking by the Provincial Legal Officer to correct grammar and terminologies used. • Copy of the draft MOA will be uploaded on google drive for final checking of the TWG. Once checked, the DENR will send the draft MOA to DENR MIMAROPA RED for review. • The LGU Sta. Cruz will collaborate with existing POs within the community. • The Blue Water Consultancy is willing to provide technical assistance and is willing to mentor the POs for this project. The Provincial Government of

	Occidental Mindoro is also willing to provide capacity building for the stakeholders.
Next Steps	<ul style="list-style-type: none"> • The draft MOA will be subject to checking by the Provincial Legal Officer to correct grammar and terminologies used. • Copy of the draft MOA will be uploaded on google drive for final checking of the TWG. Once checked, the DENR will send the draft MOA to DENR MIMAROPA RED for review.
Secretariat	PGO – Tourism Division 1. Blessed F. Montano 2. Mark Harris Lopez 3. Villa Inocencio 4. Regine Cueto 5. Jane Kyla Noguera 6. Judiel Villar
Prepared by	MA. LUCILA BICO HERNANDEZ OIC-Provincial Tourism Officer/EA I

MEMORANDUM OF AGREEMENT

COLLABORATIVE MANAGEMENT FOR CARINDAN LAKE ECOTOURISM PARK LOCATED IN STA. CRUZ, OCCIDENTAL MINDORO

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") made and entered into this ____ day of _____, 2023 in _____, Philippines, by and between:

The Provincial Government of Occidental Mindoro, a government entity, with office address at the Capitol Bldg, Mamburao, Occidental Mindoro, herein represented by its Governor **EDUARDO B. GADIANO**, herein referred to as "**PGO Occ. Mindoro**";

The Department of Environment and Natural Resources Region IV-B, a government entity with office address at **DENR By the Bay Building, Roxas Boulevard, Barangay 668, Ermita 1515 Manila** herein represented by its Regional Executive Director **Lormelyn E. Claudio**, and herein referred to as "**DENR MIMAROPA Region**";

The Municipality of Santa Cruz, Occidental Mindoro, a local government unit duly organized and existing under the laws of the Republic of the Philippines with principal office address at National Road, Poblacion II, Sta Cruz, Occidental Mindoro, herein represented by its Hon. Mayor **Ernesto P. Torreliza**, and herein referred to as "**LGU Sta. Cruz**";

WITNESSETH THAT:

WHEREAS; consistent with Executive Order No. 192, the DENR is mandated to be the primary agency responsible for the protection, conservation management, proper use and sustainable development of the country's environment and natural resources;

WHEREAS; in the attainment of its mandate, the DENR recognizes the need to intensify its campaign on conservation, protection and sustainable development of forest lands;

WHEREAS, the DENR chairs the National Water Resources Board, by virtue of Executive Order No. 860, with the mandate to implement the provisions of Presidential Decree No. 1067, otherwise known as "The Water Code of the Philippines in coordination with the Local Government Unit and other government agencies;

WHEREAS, Republic Act No. 7160, otherwise known as Local Government Code of 1991, the LGU is mandated to share with the national government the responsibility in the management and maintenance of ecological balance within their territorial jurisdiction;

WHEREAS, taking into account the present trend of integrating forest management with local governance, the DENR in consultation with LGUs shall enter into agreements for a more comprehensive forest management and other related ecological function and activities, to effectively accelerate coordination and implementation of the working relationship among these agencies;

WHEREAS, the DENR under the DENR-DILG Joint Memorandum Circular No. 98-01, has the legal mechanisms of partnership and agreement with the LGU for the conservation, management, protection, proper use and sustainable development of the country's environment and natural resources;

WHEREAS, Republic Act No. 8371 of 1997, also known as the "Indigenous Peoples Rights Act of 1997" An Act to recognize, protect and promote the rights of Indigenous Cultural Communities/Indigenous Peoples, creating a National Commission on Indigenous Peoples, establishing implementing mechanisms, appropriating funds, therefore, and other purposes was enacted by Congress;

WHEREAS, Republic Act No. 8550, Section 4 (58) includes "lakes" within the municipality as part of the municipal waters, and not included within the protected areas as defined under Republic Act No. 7586, as amended;

WHEREAS, Section 2, Chapter 1 of Republic Act No. 9593, also known as the "Tourism Act of 2009" provides that "the State shall seek to (a) Ensure the development of Philippine Tourism that is for and by the Filipino people, conserve and promote their heritage, national identity and sense of unity; (b) Recognize sustainable tourism development as integral to the national socio-economic development efforts to improve the quality of life of the Filipino people, providing the appropriate attention and support for the growth of the industry; (c) Promote a tourism industry that is ecologically sustainable, responsible, participative, culturally sensitive, economically viable, and ethically and socially equitable for local communities"; (e) Develop the country as a prime tourist hub in Asia, as well as center of world congresses and conventions, by promoting sustainable tourism anchored principally on the country's history, culture and natural endowments, and ensuring the protection, preservation and promotion of these resources;

WHEREAS, as provided for under Section 17 (b), (3), (iii) of the Local Government Code, a province has the duty, pursuant to national policies and subject to supervision, control and review of the DENR, of enforcement of forestry laws limited to community based forestry projects, pollution control law, small-scale mining law, and other laws on the protection of the environment; and mini hydro-electric projects for local purposes;

WHEREAS, pursuant to Section 17 of the Local Government Code, a province shall likewise exercise such other powers and discharge such other

functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provision of basic services such as tourism development and promotion programs;

WHEREAS, among the Provincial Government of Occidental Mindoro's mission is the development of agriculture and eco-tourism and it envisions the province as a popular tourism destination and a home to an empowered citizenry, including its indigenous people, who are active participants in development guided by effective and good leadership;

WHEREAS, the Provincial Government has adopted sustainable tourism development principles in the formulation of the Tourism Master Plan for the Province of Occidental Mindoro;

WHEREAS, in the selection of priority sites for tourism development in the Province of Occidental Mindoro, Carindan Lake was chosen as one of the three tourism development areas in the Municipality of Sta. Cruz;

WHEREAS, an Ecotourism Business Planning process is necessary in order to manage Carindan Lake as a viable tourism destination;

WHEREAS, the above said Ecotourism Business Plan is aligned with the effort of the Department of Environment and Natural Resources' to provide supplementary livelihood opportunities for the host communities, motivate them further to protect and conserve their natural resources, as well as develop a sense of pride for their place;

WHEREAS, LGU Sta. Cruz is willing to support the initiative in developing and implementing ecotourism projects in accordance to the development thrust in the Province of Occidental Mindoro to be able to provide additional economic opportunities in the municipality;

WHEREAS, LGU Sta. Cruz acknowledges that ecotourism can be a vital strategy to provide supplemental source of income to the communities, and encourage local protection and conservation of coastal resources, thus providing quality of life to its constituents; and

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree to enter into this MOA under the following terms and conditions:

Article 1 – General Responsibilities

The **PARTIES** agree to perform, fulfill, abide by and submit to any and all of the provisions, documents and requirements and all matters related, contained, expressed, or reasonably inferred from this Agreement necessary to carry out the intent and purposes of this Agreement.

Article 2 – Scope and Coverage

The proposed project covers 18.88 hectares located at So. Baclaran, Barangay Pinagturilan, Sta. Cruz, Occidental Mindoro.

Article 3 –Mutual Roles and Responsibilities

The **PARTIES** agree:

- 3.1 To undertake a long-term partnership and collaboration in implementing a community- based ecotourism project in the area providing support in terms of manpower, materials, equipment, financial resources, among others;
- 3.2. To provide inputs in the preparation of the Operations Manual and action plan to implement the Carindan Lake Ecotourism Project and agree on specific implementation arrangement, structure, respective terms of reference/roles, including cost and fund sharing scheme;
- 3.3. To allot and/or generate funds for the various activities in promoting and sustaining the community-based ecotourism project such as, but not limited to: public awareness campaign, marketing, enterprise development, capacity-building, site development, monitoring and evaluation, and documentation of best practices;
- 3.4 To coordinate with one another and create Inter-Agency Management Committee as policy making body with duly assigned permanent and alternate representative(s) to serve as the coordinating body of the project; the assigned representative(s) shall ensure attendance in all coordination meetings and/or workshops as necessary; and
- 3.5 To identify the stakeholders who will benefit from the Carindan Lake – Ecotourism Business operation and conduct other activities that will help in enhancing the capabilities of the stakeholders in promoting ecotourism in Carindan Lake.

Article 4 . Specific Roles and Responsibilities

- 4.1. The Provincial Government of Occidental Mindoro shall generally serve as the main provider of assistance in setting up standards of service based on those indicated in the Tourism Master Plan document, and linking up the LGU Sta Cruz and its stakeholders to funding institutions and organizations that can provide technical assistance.**

4.1.1. Assist stakeholders in accessing TIEZA funding and other sources of funds/ grants for ecotourism enterprise, training, infrastructure development, etc. to support the required soft and hard infrastructure development and enhancement of the project;

4.1.2. Assist DENR and LGU Sta. Cruz in providing capacity building activities and trainings to stakeholders, as forefront implementers of the community-based ecotourism project, and set standards and protocols for their adoption to ensure effective operation of the enterprise. This shall include but not limited to: visitor management and control; interpretation and guideship; kitchen management; financial management; safety and security; formulation of success metrics including standards and protocols for monitoring the stakeholders' operation;

4.1.3. Promote the Carindan Lake tourism products in various tourism promotional campaigns and marketing activities

4.1.4. Maintenance and repairs of the existing building funded by the Department of Tourism and donated to the Provincial Government.

4.1.5. Spearhead the tourism development and promotion program of Carindan Lake Ecotourism Park while still advocating for the protection of the environment;

4.2. The LGU Sta. Cruz shall generally serve as the socio-political mobilizer to ensure effective and efficient participation of the stakeholders in the general tourism development thrust of the Municipality. Among its specific roles include as follows:

4.2.1. Provide guidance and assistance to stakeholders through:

- a. Regular visit to the project site ensuring standards and protocols are met during operation as per guidelines set in the Provincial and Municipal Master Plans;
- b. Conduct of risk assessment with stakeholders that include short-term and long term risks, and help formulate strategies/actions to mitigate the risks. This may include risks on visitors management, changing weather conditions, impact of foreign visitors, etc.

4.2.2. Assist stakeholders in identification of source funding either to TIEZA and/or to other funding agencies, particularly on submitting project proposals and Sangguniang Bayan (SB) resolutions needed for endorsement and other supporting documents deemed vital for compliance;

4.2.3. Issue appropriate resolutions/ordinances and public information campaigns to mobilize the Barangay LGU of Pinagturilan for the security of the area and encourage community participation in Brgy. Pinagturilan, particularly in protecting and conserving the wetland ecosystem and in supporting the proposed ecotourism enterprises;

4.2.4. Regularly coordinate with the DENR and PGO Occ. Mindoro on possible technical assistance and capability building that can be provided for the LGU and stakeholders;

- 4.2.5. Provide and/or source out counterpart funding and/or logistical support, or grants for capability building/trainings, and for the improvement and enhancement of the operations especially at the initial stage of the project; and
- 4.2.6. Assist in promoting the Carindan Lake products and tours;
- 4.2.7 Monitor enterprises and operations of stakeholders and ensure compliance with standards of service and enterprises operating systems.
- 4.3 The DENR shall provide technical assistance in the development projects that shall be undertaken in accordance with the principles of biodiversity conservation, sustainable development, and adopting the ridge to reef approach.
 - 4.3.1 Ensure that the development projects should have low risk or should have the least impact to the environment, biodiversity and the welfare of the community. The project should be able to provide safeguards to protect and conserve biodiversity including the air, water and soil through the use of ecologically-friendly and green building technologies, designs and materials. Low impact development technologies, low carbon technologies and mitigating measures should be adopted.
 - 4.3.2 Ensure that infrastructure designs and site development designs should complement the site ecosystem and use of innovative design elements.
 - 4.3.3 Ensure cultural sensitivity and safeguarding of local culture and heritage should be considered in the design and implementation of development projects.
 - 4.3.4 Ensure that Infrastructures should be designed to withstand natural calamities and built away hydrometeorological and geological hazard zones including easement of water bodies and development of project that shall be balanced and managed in accordance with carrying capacity.
- 4.5.5 Ensure continuous maintenance and protection on established central nursery which shall be the source of seedlings for distribution, production of marcotted planting materials of Mindoro Pine (*Pinus merkussi*) and for information and education campaign.

Article 5 – Force Majeure

- 5.1. Either PARTY shall not be liable for any failure or delay in performance of any of its obligations under this Agreement, if such failure or delay is due to Force Majeure. "Force Majeure" means any event or circumstance which could not be foreseen or which, though foreseen, were inevitable, such as earthquakes, typhoons, floods, fires, or other natural disasters; war, hostilities, invasions, or acts of foreign enemies; insurrection, revolution, rebellion, or acts of terrorism;

riots, commotions, disorders, or other civil disturbances; strikes, lockouts, or other labor disturbances; accidents.

- 5.2. In case of the occurrence of a Force Majeure, the PARTY affected shall notify the other PARTIES of the circumstances as soon as practicable but no later than seven (7) days after it became aware of the occurrence of the Force Majeure, and such notification shall be given through the fastest available means. Such notification shall be accompanied, where possible, by a certification issued by the appropriate authorities stating that such Force Majeure arose and has/have prevented either PARTY from performing part or all of its obligations under this Agreement.

Article 6 - Settlement of Disputes

- 6.1 Any dispute among PARTIES arising out of or in accordance with this MOA shall be settled amicably by the PARTIES. If concerned PARTIES fail to reach an agreement, the matter shall be referred through arbitration to be held in accordance with Philippine laws. The cost and expense of arbitration shall be borne by the PARTY against whom the dispute is resolved;
- 6.2. The PARTY desiring arbitration shall serve upon the other PARTY a written notice specifying the question to be arbitrated and naming its chosen arbitrator;
- 6.3. During the arbitration, the implementation of activities shall not be stopped except for such activities as may be the subject matter of the arbitration, or is directly affected thereby; and
- 6.4. The PARTIES shall agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

Article 7 - Termination

- 7.1. Any PARTY may terminate this Agreement for valid reason and upon written notice for at least one (1) month prior to the intended termination date.
- 7.2. Termination of the Agreement, without intervention by the courts, can take place if majority of the PARTY's opinion, a PARTY, whether because of internal changes regarding its nature and orientation, or whether due to external circumstances, may no longer be considered to be capable of implementing the project in conformity with the agreement, or that further implementation of the project would not achieve the effect originally intended, or if fraud or abuse of funds is ascertained within the organization.

Article 8 - Representation and Warranties

- 8.1. The PARTIES herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement. The PARTIES hereby represent and warrant that they are duly organized and valid existing corporations, organizations or government units and that they have full legal rights, power, and authority to carry on their respective obligations stipulated in this Agreement;
- 8.2. The PARTIES likewise represent and warrant that the execution, delivery, and performance of this Agreement, as well as the execution delivery and performance of the instruments or documents specified herein or necessarily related thereto, have been duly authorized by all necessary corporate, organizational or governmental actions; and
- 8.3. The PARTIES warrant that they will exert their best efforts to strictly comply with their commitments hereunder; and that they will not collect or impose other requirements to the above agreements and/or include activities that will entail additional expenses to the other PARTIES without the express written approval of the other PARTIES.

Article 9 - Amendments

Any modification or amendments to this Agreement as proposed by a concerned PARTY shall mutually be agreed upon in writing by the others PARTIES hereto. Any PARTY shall not implement any amendment or modification, unless the same has been previously approved by all PARTIES.

In the event of any inconsistency between the documents comprising the Agreement or in the event of any inconsistency between the provisions and particulars of any document forming part of this Agreement, the PARTIES shall consult to resolve the inconsistency.

Article 10 – Entire Agreement and Severability

If any provision of this MOA is held invalid, void or unenforceable by any competent court or authority for any reason, the other provisions of this MOA shall remain valid and shall continue to be in force and effect.

Article 11 - Effectivity and Validity

The terms and conditions of this Agreement shall be effective upon approval and signing by all PARTIES and shall take effect upon signing hereof and shall remain in full force effect until the objectives and purposes thereof are achieved, until the PARTIES enter into another Agreement that supersedes the terms thereof, and unless any PARTY gives notice to all the other PARTIES of its intention to terminate the Agreement at least one (1) month prior to the intended termination date pursuant to Article III hereof.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives duly authorized for this purpose, affix their signatures, this ____ day of _____ in _____, Philippines

EDUARDO B. GADIANO

IV

Governor
Occidental Mindoro

LORMELYN E. CLAUDIO, CESO

Regional Executive Director

ERNESTO TORRELIZA
MUNICIPAL MAYOR OF STA. CRUZ

SIGNED IN THE PRESENCE OF:

MURIEL M. REGUINDING

Provincial Administrator

and

Officer

ERNESTO E. TAÑADA

Provincial Environment

Natural Resources

IRENEO M. CORTUNA

PG-ENRO