



Republic of the Philippines  
**Department of Environment and Natural Resources**  
MIMAROPA Region  
Provincial Environment and Natural Resources Office  
Puerto Princesa City, Palawan  
(048) 433-5638  
E-mail: penropalawan@denr.gov.ph

DENR MIMAROPA  
RECORDS SECTION  
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**MAR 28 2023**

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BY: \_\_\_\_\_ DATE NO. \_\_\_\_\_  
TIME: \_\_\_\_\_

March 17, 2023

**MEMORANDUM**

**FOR :** The Regional Executive Director  
DENR- MIMAROPA Region  
1515 L&S Bldg., Roxas Blvd.  
Ermita, Manila

**FROM :** The Provincial Environment And  
Natural Resources Officer

**SUBJECT :** REQUEST OF CORAL BAY NICKEL CORPORATION (CBNC) FOR  
THE GRANT AND IMPLEMENTATION OF ADOPT-A-MANGROVE  
PROGRAM LOCATED AT BRGY. RIOTUBA, BATARAZA,  
PALAWAN

Respectfully forwarded is the Memorandum of CENRO Brooke's Point, Palawan dated March 9, 2023, re: above cited subject.

Please be informed that CENRO Brooke's Point, Palawan has finalized the Memorandum of Agreement (MOA) between the DENR and CBNC based on your recommendations. Additionally, CBNC is requesting for the schedule of ceremonial signing of the MOA to be held at Brgy. Rio Tuba, Bataraza, Palawan.

For your information and further instruction.

  
FELIZARDO B. CAYATOC

DENR-PALAWAN  
PENRO-RECORDS  
**RELEASED**  
By   
Date: 3 MAR 2023 CN 28-752



Republic of the Philippines  
Department of Environment and Natural Resources  
MIMAROPA Region  
**COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE**  
Brooke's Point, Palawan

NCP

RECEIVED

Date 3-13-2023

March 9, 2023

CN 2023-07-040

By. q

PENRO PALAWAN

DENR PENRO  
PALAWAN RECORDS  
RECEIVED

BY: [Signature]  
DATE: 03-13-2023 23-2223

**MEMORANDUM**

**FOR :** The Regional Executive Director  
DENR- MIMAROPA Region  
1515 L&S Building  
Roxas Blvd., Ermita, Manila

**ATTN :** The OIC, Assistant Director for Technical Services

**THRU :** The Provincial Environment and  
Natural Resources Officer  
Sta. Monica, Puerto Princesa City

**FROM :** The Community Environment and  
Natural Resources Officer

**SUBJECT :** **REQUEST OF CORAL BAY NICKEL CORPORATION  
(CBNC) FOR THE GRANT AND IMPLEMENTATION OF  
ADOPT-A-MANGROVE PROGRAM LOCATED AT BRGY.  
RIO TUBA, BATARAZA, PALAWAN**

This pertains to the memorandum dated February 6, 2023 of the above mentioned subject. Respectfully forwarded herewith is the finalized Memorandum of Agreement (MOA) based on your recommendation to state and stipulate objectives, scope of the agreement and responsibilities of both parties. Also the map of proposed area is attached and considered integral part of the agreement.

Further, CBNC is also requesting for the schedule of ceremonial signing of the MOA to be held at Brgy. Rio Tuba, Bataraza, Palawan for the necessary arrangement on logistics and preparation of program.

For your reference and further instruction.



**RELEASED**

DATE: 10 MAR 2023

BY: [Signature]

NO: 2023-1149

[Signature]  
LEONARD T. CALUYA



## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

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

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, REGION IV-MIMAROPA**, a National Government Agency of the Republic of the Philippines, with office and principal address at By the Bay Bldg., 1515 Roxas Blvd., Ermita, Manila represented by its Regional Executive Director, **LORMELYN E. CLAUDIO, CESO IV**, hereinafter referred to as the “**FIRST PARTY**”

and

The **CORAL BAY NICKEL CORPORATION (CBNC)**, with office address at Barangay Rio Tuba, Bataraza, Palawan represented by its Plant Manager, **HIDEAKI SATO**, herein referred to as the “**SECOND PARTY**”

### WITNESSETH:

**WHEREAS**, Executive Order (EO) No 192, mandates the Department of Environment and Natural Resources (DENR) as the primary government agency responsible for the sustainable management and development of the country's natural resources;

**WHEREAS**, EO No. 26 was issued on February 2011 ordering and declaring the implementation of the National Greening Program (NGP) as government priority for poverty reduction, food security, biodiversity conservation and climate change mitigation and adoption;

**WHEREAS**, EO No. 26 prescribes the harmonization of all greening efforts similar initiatives of the government, private sector, Local Government Units (LGUs) and the civil society;

**WHEREAS**, the NGP includes, among others, the development and rehabilitation of forestlands (production and protection), and protected areas;

**WHEREAS**, DAO No. 2021-20, aims to offer untenured areas to qualified investors and provide appropriate tenure instruments or management arrangement;

**WHEREAS**, pursuant to EO No. 193 otherwise known as Expanding the Coverage of the National Greening Program (NGP), the revised implementing rules and regulations was issued thru DAO 2019-03 which specifically aims to enhance and encourage equal participation of members from the private sector, local government units, organized upland communities and other relevant stakeholders in the sustainable management of developed plantations and protection of existing forest;

**WHEREAS**, DAO 2019-03 also aims to involve and enhance the participation and investment of the private sector in offsetting their carbon emissions with a view towards enabling them to achieve carbon neutrality, among others;

**WHEREAS**, to come up with a comprehensive framework on forestland development geared towards sustainable forest development, tree planting activities may be enrolled under the umbrella of “TAYO ANG KALIKASAN” (TAK), a citizens' platform for the DENR program for restoration, rehabilitation and development.



**WHEREAS**, the DENR shall ensure the availability and sustainability of the country's natural resources through judicious use and systematic restoration and replacement of planted trees, enhance the contribution of natural resources for achieving national economic and social development and promote equitable access to natural resources by the different sectors of the society;

**WHEREAS**, the DENR in cooperation with Local Government Units, Other Government Agencies, Non-Government Organizations (NGOs), People's Organization (POs) and the private sector shall endeavor to strengthen their collaboration and partnership with said public and private organizations in tree planting activities and forest management;

**WHEREAS**, the Second Party aims to conserve and protect the environment and community by enhancing the existing vegetation for the sake of future generations and the sustainability of our biodiversity particularly in **Barangay Rio Tuba, Bataraza, Palawan**.

**WHEREAS**, the Second Party has committed to voluntarily assist the government through the DENR in tree planting activities in support to the National Greening Program through their direct participation in the massive, intensive and sustained mangrove growing, planting and caring activities in response to the threat of climate change and global warming.

**WHEREAS**, the parties have envisioned a practical and beneficial undertaking based on the strong sense of mutual cooperation and sharing of available resources; and recognized the invaluable contribution and indispensable participation of the private sector, non-government organizations and other sectors of the society in the success of the National Greening Program with the end in view of protecting the environment.

**WHEREAS**, there are areas in graduated NGP sites and adjacent areas which need further enhancement and/or rehabilitation efforts because there areas suffered damages due to negligence and/or other unforeseen force majeure.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein after set forth, the parties have agreed on the following:

## **ARTICLE I OBJECTIVES**

**SECTION 1.** The general objective of this agreement is to support the implementation of the Expanded National Greening Program per DAO 2017-03. Specifically it aims to:

1. Conduct massive, intensive and sustained mangrove growing, planting and caring activities in response to the threat of climate change and global warning
2. To strengthen the monitoring, patrolling and protection activities within the identified mangrove area
3. Provide opportunities for communities to develop social enterprises to produce sustainable livelihood and optimize benefits
4. Involve and enhance the participation and investment of the private sector with a view towards enabling private companies to achieve carbon neutrality

## **ARTICLE II SCOPE OF AGREEMENT**

**SECTION 2.** This Agreement is intended for the rehabilitation, enhancement and protection of four hundred nine hectares and forty two square meter (409.42 hectares) located at Brgy. Rio Tuba, Bataraza, Palawan.



### **ARTICLE III ROLES AND RESPONSIBILITIES**

**SECTION 3.** The **First Party** shall be responsible for the following:

1. Assist in the preparation of a five (5)-year development plan indicating the details of the project within the identified four hundred nine hectares and forty two square meter (409.42) mangrove forest including the developed plantation in Barangay Rio Tuba, Bataraza, Palawan with site code of **17-175306-0213-0006**, **17-175306-0212-0008**, **17-175306-0215-0003** and **17-175306-0214-0003** established in CY 2017 and **18-175306-0287-0010** established in CY 2018. (Please see annex A. **Proposed Adopt a Mangrove Forest Program Map of CBNC**)
2. Provide technical assistance in the conduct of plantation maintenance, enhancement and enrichment planting such as staking, hole digging, planting, removal of waste/debris and other related activities
3. Ensure community participation in the implementation of the various activities under the project
4. Monitor the performance and progress of the development of the area in accordance with the development plan; and
5. Provide such other support as may be available to ensure the success of the undertakings under this Agreement.

**SECTION 4.** The **Second Party** shall be responsible for the following:

1. Submit a 5-Year development plan which shall form an integral part of this MOA 60 days after signing;
2. Lead in the creation of a Technical Working Group to formulate the 409.42-hectare Adopt a Mangrove Forest Management Plan;
3. Base on the Plan created by the TWG, the Second party shall;
  - a) provide the appropriate planting materials (mangrove seedlings/propagule) the conduct of plantation maintenance, enrichment and enhancement planting;
  - b) provide through community mobilization the manpower and counterpart resources in the maintenance and protection of the designated project area;
  - c) provide counterpart resources intended for labor, materials and other such contributions for the implementation of the project,
  - d) conduct community service outreach activities including assistance in the development of livelihood opportunities, and;
  - e) protect existing vegetation both man-made and natural, and promote conservation of biodiversity within the project area.
4. Submit annual report including photo-documentation and map of the area planted to DENR MIMAROPA through channels, on the performance and progress of the development of the project.

**ARTICLE IV  
AMENDMENT**

**SECTION 5.** Amendment. This Agreement may be revised, amended or modified by the parties only through an instrument duly executed and signed by both parties, but not later than the end of the validity of this Agreement.

**ARTICLE V  
EFFECTIVITY AND TERMINATION**

**SECTION 6.** Effectivity. This Agreement shall take effect upon signing and shall remain valid and in force for a period of five (5) years, unless sooner rescinded upon mutual agreement of the parties and upon termination of the Agreement.

**SECTION 7.** Extension or Renewal. Upon completion of the development activities of the project as stipulated in the 5-year Development Plan, including the maintenance and protection thereof, said Agreement may be extended or renewed for another one (1) year or more, upon mutual agreement of the parties, and upon execution of another memorandum evidencing the same.

**SECTION 8.** Termination. This Agreement shall terminate in the following instances:

1. Upon mutual written agreement of both parties; and
2. Failure of any party to comply with the terms and conditions of this Agreement and of the project development plan. In which case, all improvements made in the area shall be turned over in favor of the government including all rights attached to this MOA.

**ARTICLE VI  
COOPERATION AND MUTUAL CONSULTATIONS**

**SECTION 9.** It is understood that the parties shall conduct quarterly consultation pertaining to project implementation and in the spirit of cooperation, endeavor to take decisions by mutual agreement in any dispute that may arise out of this Agreement. Where there is disagreement, the parties shall endeavor to resolve the same by mutual consultation among the parties.

**IN WITNESS WHEREOF,** the parties hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**FIRST PARTY**  
**DEPARTMENT OF ENVIRONMENT AND**  
**NATURAL RESOURCES,**  
**REGION IV-MIMAROPA**

**LORMELYN E. CLAUDIO, CESO IV**  
Regional Executive Director

**SECOND PARTY**  
**CORAL BAY NICKEL**  
**CORPORATION**

**HIDEAKI SATO**  
Plant Manager



SIGNED IN THE PRESENCE OF:

FELIZARDO B. CAYATOC  
PENR Officer  
Palawan

LEONARD T. CALUYA  
CENR Officer  
Brooke’s Point, Palawan

REYNALDO C. RIVERA  
MENR Officer  
LGU-Bataraza

ANGELO S. LAGRADA  
IPMR  
Brgy. Rio Tuba, Bataraza, Palawan

ANTONIO O. SANONE  
MEPEO-CBNC  
Brgy. Rio Tuba, Bataraza, Palawan

NELSON D. ACOB  
Barangay Chairperson  
Brgy. Rio Tuba, Bataraza, Palawan

ACKNOWLEDGEMENT

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	Date/Place of Issuance/Validity
LORMELYN E. CLAUDIO		
HIDEAKI SATO		

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 consist of \_\_\_\_ (5) pages including this page where this acknowledgement is written and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this \_\_day of \_\_\_\_\_ 2023  
at \_\_\_\_\_, Philippines.

Notary Public

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





Republic of the Philippines  
Department of Environment and Natural Resources  
Region IV-B (Bataan)  
COMMUNITY ENVIRONMENT AND NATURAL RESOURCE OFFICE  
Boracay Point, Pukawan

## SKETCH MAP

Showing the  
Coral Bay Nickel Corporation  
Proposed  
ADOPT A MANGROVE PROJECT

Located at:

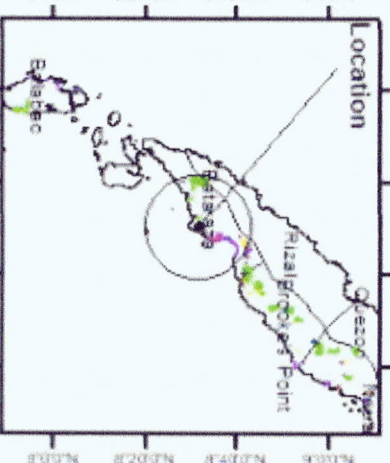
Barangay : Ricusa  
Municipality : Bataza  
Province : Palawan  
Total Area : 409.42 hectares

Scale : 1 cm = 300 m

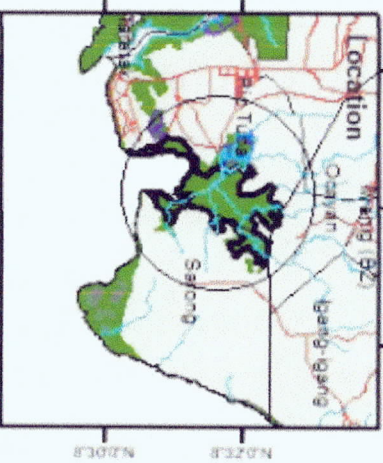
Geographic Coordinate System : GCS Luzon 1911  
Datum : D Luzon Datum 1911  
Projection : UTM Projection - Transverse Mercator

117200E 117200E 117400E 11800E

### Location



### Location



<b>Proposed Area</b>	<b>409.42 ha</b>
<b>Projects inside proposed area</b>	
NGP 2017	20.53 ha
NGP 2018	16.61 ha

### Legend

- Points
- ▬ OSNC propose
- ▬ Rivers and Creeks
- ▬ Road Network
- ▬ RTN Mangrove Projects
- ▬ Barangay Boundaries
- ▬ DENR NGP areas
- ▬ year
- ▬ Land Classification
- ▬ Forestland
- ▬ Alienable & Disposable

0 337.5 675 1,350 2,025 2,700

Meters

