



Republic of the Philippines
Department of Environment and Natural Resources
Regional Office No. IV-A (CALABARZON)

RECORDS UNIT

RELEASED

☒ JRS

☐ Mail

☐ Liaison Officer

☐ Party Present

APR 01 2022

MEMORANDUM

TO : The PENR Officer
PENRO Quezon Province

FROM : The OIC, Assistant Regional Director for Special Concerns
In-Charge, Office of the Regional Executive Director

SUBJECT : **REVIEW OF THE DRAFT MEMORANDUM OF AGREEMENT (MOA) FOR THE ESTABLISHMENT OF MARINE PROTECTED AREA NETWORK IN QUEZON PROVINCE**

DATE : **MAR 30 2022**

This pertains to your request to review the draft Memorandum of Agreement (MOA) for the establishment of Marine Protected Area Network (MPAN) in Quezon Province dated February 23, 2022.

Based on the review, the following are comments and recommendations from our Legal Division:

1. The proposed establishment of an MPAN in the Province of Quezon is not disadvantageous to the government. In fact, the MPAN could help the DENR in the performance of its mandates;
2. It is recommended to observe the Guidelines relative to the approval of MOAs under the Regional Memorandum Circular No. 2021-02. Parties should also be given time to make inputs in the draft and endorse the version that they approve. Also, a completed staff work or CSW is required by the DENR Manual of Authorities as basis for the action of approving authority;
3. With regard to the other LGUs named as signatories, the Local Government Code provides that the respective Sanggunian of the LGU shall resolve to allow its local chief executive to enter into contracts of agreements. As to the other private organizations involved in this endeavor, their respective legal personalities could be established by documents of registration with the concerned regulatory agency. Also, their authorized signatories should provide a board resolution and/or a secretary certification stating that they are authorized by the corporation to enter into this agreement. Nonetheless, the Division is of the opinion that this exercise of due diligence in the documentation could be relaxed due to the sheer number of party-signatories and non-fiduciary nature of the MOA;
4. There should be whereas clauses that would provide basis for the participation and inclusion of the other organizations into the MPAN, such as the Team Energy Foundation, Inc. or TEFI, Tambuyog Development Center, Inc., and Tanggol Kalikasan, Inc.; and
5. The MOA must be paginated accordingly.



Republic of the Philippines
Department of Environment and Natural Resources
Regional Office No. IV-A (CALABARZON)

In this regard, you are hereby instructed to revise the MOA, incorporating the stated comments and recommendations from this Office.

Attached is the Regional Memorandum Circular No. 2021-02 for your reference.

For compliance, information, and immediate action.

For and in the absence of the Regional Executive Director

JOSE ELMER C. BASCOS

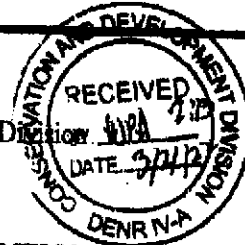
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Republic of the Philippines
Department of Environment and Natural Resources
Regional Office No. IV-A (CALABARZON)

MEMORANDUM

FOR : The Chief, Conservation and Development Division
FROM : The Chief, Legal Division
SUBJECT : **REVIEW OF THE DRAFT MEMORANDUM OF AGREEMENT (MOA) FOR THE ESTABLISHMENT OF MARINE PROTECTED AREA NETWORK IN QUEZON PROVINCE**
DATE : MAR 21 2022



This pertains to the draft Memorandum of Agreement (MOA) relative to the establishment of the Marine Protected Area Network in Quezon Province referred to this Division for review and comments.

This Division respectfully submits the following initial comments and recommendations:

1. We are of the opinion that the proposed establishment of an MPAN in the province of Quezon is not disadvantageous to the government. In fact, the MPAN could help the DENR in the performance of its mandates.
2. Having said that, we recommend that we observe the Guidelines relative to the approval of MOAs under Regional Memorandum Circular No. 2021-002. Parties should also be given time to make inputs in the draft and endorse the version that they approve. Also, a completed staff work or CSW is required by the DENR Manual of Authorities as basis for the action of approving authority.
3. With regard to the other Local Government Units (LGU) named as signatories, the Local Government Code provides that the respective Sanggunian of the LGU shall resolve to allow its local chief executive to enter into contracts or agreements. As to the other private organizations involved in this endeavor, their respective legal personalities could be established by documents of registration with the concerned regulatory agency. Also, their authorized signatories should provide a board resolution and/or a secretary certification stating that they are authorized by the corporation to enter into this agreement. Nonetheless, this Division is of the opinion that this exercise of due diligence in the documentation could be relaxed due to the sheer number of party-signatories and the non-fiduciary nature of the MOA.
4. This Division is of the opinion that there should be whereas clauses that would provide basis for the participation and inclusion of the other organizations into the MPAN, such as the Team Energy Foundation, Inc. or TEFI, Tambuyog Development Center, Inc., and Tanggol Kalikasan, Inc.
5. We recommend that the MOA be paginated accordingly.

For information, record and consideration.

ATTY. DOMINIC O. BERMUDEZ



Republic of the Philippines
Department of Environment and Natural Resources
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE
QUEZON PROVINCE

February 23, 2022

MEMORANDUM

FOR : The Regional Executive Director
DENR IV-CALABARZON
Brgy. Mayapa, Calamba City, Laguna

FROM : The OIC-PENR Officer
Brgy. Ibabang Iyam, Lucena City, Quezon

SUBJECT : DRAFT MEMORANDUM OF AGREEMENT (MOA) FOR
THE ESTABLISHMENT OF MARINE PROTECTED AREA
NETWORK IN QUEZON PROVINCE

This pertains to the target activity of this Office under the Coastal and Marine Ecosystems Management Program (CMEMP) - Technical Assistance on MPA Networking for LGU Managed MPAs- Signing and Notarization of Legal Basis for CY 2022.

Please be informed that this draft MOA will be used for the four (4) Bays within the Province of Quezon namely, Tayabas Bay, Lamon Bay, Ragay Gulf, and Polillo Group of Islands (POGI).

Relative hereto, this Office respectfully requests that this Agreement be reviewed by both the Legal Division and the Conservation and Development Division (CDD) prior to the conduct of coordination to different LGUs covered by each Bay.

For your favorable consideration, please.


RAYMOND A. RIVERA

MEMORANDUM OF AGREEMENT

FOR THE ESTABLISHMENT OF MARINE PROTECTED AREA NETWORK FOR THE COASTAL MUNICIPALITIES WITHIN TAYABAS BAY, QUEZON SIDE

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and among:

The **LOCAL GOVERNMENT UNIT OF SARIAYA**, with office address at Municipal Compound, Poblacion 6, Sariaya, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Sariaya.

The **LOCAL GOVERNMENT UNIT OF LUCENA CITY**, with office address at Brgy. Kanlurang Mayao, Lucena City represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Lucena City.

The **LOCAL GOVERNMENT UNIT OF PAGBILAO**, with office address at Rizal Street Brgy. Sta. Catalina, Pagbilao, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Pagbilao.

The **LOCAL GOVERNMENT UNIT OF PADRE BURGOS**, with office address at _____ represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Padre Burgos.

The **LOCAL GOVERNMENT UNIT OF AGDANGAN**, with office address at _____ represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Agdangan.

The **LOCAL GOVERNMENT UNIT OF UNISAN**, with office address at Brgy. F. de Jesus, Unisan, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Unisan.

The **LOCAL GOVERNMENT UNIT OF PITOGO**, with office address at A. Mabini St. Brgy. Maaliw, Pitogo, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Pitogo.

The **LOCAL GOVERNMENT UNIT OF MACALELON**, with office address at Brgy. Rizal, Macalelon, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Macalelon.

The **LOCAL GOVERNMENT UNIT OF GENERAL LUNA**, with office address at _____ represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of General Luna.

The **LOCAL GOVERNMENT UNIT OF CATANAUAN**, with office address at Brgy. 9, Catanauan, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Catanauan.

The **LOCAL GOVERNMENT UNIT OF MULANAY**, with office address at Igualdad St. Mulanay, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of Mulanay.

The **LOCAL GOVERNMENT UNIT OF SAN FRANCISCO**, with office address at Brgy. Poblacion, San Francisco, Quezon represented herein by its **Honorable Mayor** _____, herein referred to as the Municipality of San Francisco.

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – Region IV-A, CALABARZON**, with office address at DENR IVA Compound, Mayapa Main Road (along SLEX) Barangay Mayapa, Calamba City, Laguna, represented herein by Its Regional Director Nilo B. Tamoria herein referred to as DENR

The **DEPARTMENT OF AGRICULTURE – BUREAU OF FISHERIES AND AQUATIC RESOURCES**, with office address at 2nd Floor, ICC Bldg., NIA complex, Edsa, Diliman, Quezon City, represented herein by its **Regional Director** _____ herein referred to as **DA-BFAR**;

The **NATIONAL COMMISSION ON INDIGENOUS PEOPLES – Region IV-A (CALABARZON)**, with office address at 3rd Floor Argo Building, 514 EDSA corner P. Tuazon Avenue, Quezon City, represented herein by its **Regional Director**, _____ herein referred to as **NCIP**;

The **QUEZON PHILIPPINE NATIONAL POLICE**, with office address at Camp Guillermo Nakar, Lucena City, represented herein by its **Provincial Director** _____ herein referred to as **PNP**;

The **PNP MARITIME GROUP**, with office address at Barangay Dalahican, Lucena City, represented herein by the **Officer In-Charge, Regional Maritime Unit 4A PSupt.** _____, herein referred to as **PMG**;

The **PHILIPPINE COAST GUARD – SOUTHERN TAGALOG**, with office address at Barangay Sta. Clara, Batangas City, represented herein by its **Station Commander Capt** _____ herein referred to as **PCG-STL**;

The **SOUTHERN LUZON STATE UNIVERSITY**, with office address at Lucban – Tayabas Road, Lucban, Quezon, represented herein by its **President** _____, herein referred to as **SUC**;

The **TEAM ENERGY FOUNDATION INC.**, with office address at _____, represented herein by its _____, herein referred to as **TEFI**;

The **PAGBILAO POWER STATION**, with office address at _____, represented herein by its _____, herein referred to as _____;

The **TAMBUYOG DEVELOPMENT CENTER, Inc.**, with office address at 23-A Marunong St. Teachers Village, Barangay Central, Diliman, Quezon City, represented herein by its **Deputy Director** _____, herein referred to as **Tambuyog**;

and

The **TANGGOL KALIKASAN INC.**, with office address at 2/F Wheelers Enterprise Building, Merchan St., Lucena City, represented herein by its **Area Director** _____, herein referred to as **Tanggol Kalikasan**.

WITNESSETH THAT:

WHEREAS, Article II Section 16 of the Philippine Constitution of 1987 declared that “the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with the rhythm and harmony of nature;”

WHEREAS, Executive Order 533 of 2006 mandates that Integrated Coastal Management (ICM) and related approaches, as coastal resource management or coastal zone management, shall be the national management policy framework to promote sustainable development of the country’s coastal and marine environment and resources in order to achieve food security, sustainable

livelihood, poverty alleviation, and reduction of vulnerability to natural hazards, while preserving ecological integrity;

WHEREAS, Executive Order 578 of 2006, the National Policy on Biological Diversity, mandates that it shall be the policy of the state to protect, conserve, and sustainably use biological diversity to ensure and secure the well-being of present and future generations of Filipinos;

WHEREAS, both Executive Orders 578 and 533 mandate all local government units (LGUs) to formulate plans and programs related to biological diversity and ICM;

WHEREAS, in accordance with Section 16 of the Local Government Code of 1991, the LGUs shall promote health and safety, enhance the right of people to a balanced ecology, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and to promote the general welfare of their inhabitants;

WHEREAS, Section 17 of the Local Government Code of 1991 states that Provincial Governments shall provide agricultural extension and on-site research services and facilities which include extending assistance in the organization of farmers' and fishermen's cooperatives and other collective organizations, as well as the transfer of appropriate technology, and also on the enforcement of forestry laws and other laws on the protection of the environment;

WHEREAS, Section 17 of the Local Government Code of 1991 further states that municipal governments shall provide extension and on-site research services and facilities related to agriculture and fisheries activities which include, among others, dispersal of fingerlings and other seeding materials for aquaculture and enforcement of fishery laws in municipal waters including the conservation of mangroves;

WHEREAS, Section 35 of the Local Government Code of 1991 also allows LGUs to enter into joint ventures and such other cooperative arrangements with People's and Non-Governmental Organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people;

WHEREAS, similarly in accordance with Section 33 of the Local Government Code of 1991, LGUs may, through appropriate ordinances, group themselves, consolidate, or coordinate their efforts, services, and resources for purposes commonly beneficial to them;

WHEREAS, Section 4 of Executive Order (EO) No. 192, series of 1987 states that the DENR is responsible for the conservation, management and development of the country's environment and natural resources, as well as their proper use, and shall ensure the equitable sharing of the benefits derived therefrom for the welfare of the present and future generations of Filipinos;

WHEREAS, Presidential Decree No. 461 mandates the Bureau of Fisheries and Aquatic Resources (BFAR) for the development, improvement, management, and conservation of the country's fishery and aquatic resources;

WHEREAS, Republic Act No. 8550, otherwise known as The Philippine Fisheries Code of 1998 as amended by RA 10654 provides for the adoption of the precautionary principle and management of fishery and aquatic resources, in a manner consistent with the concept of an ecosystem-based approach to fisheries management and integrated coastal area management in specific natural fishery management areas, appropriately supported by research, technical services and guidance provided by the State;

WHEREAS, RA 8371 has provided for the creation of the National Commission on Indigenous Peoples (NCIP) which is the primary government agency responsible for the formulation and implementation of policies, plans and programs to promote and protect the rights and well-being of the ICCs/IPs and the recognition of their ancestral domains as well as their rights thereto;

WHEREAS, the Philippine National Police (PNP) as mandated under RA 6975 as amended by RA 8551, shall enforce all laws and ordinances relative to the protection of lives and properties, maintain peace and order and take all necessary steps to ensure public safety, investigate and prevent crimes, effect the arrest of criminal offenders, bring offenders to justice and assist in their prosecution, and also exercise the general powers to make arrest, search and seizure in accordance with the Constitution and pertinent laws;

WHEREAS, the PNP Maritime Group as mandated under Section 35-b of RA 6975, shall perform all police functions over Philippines territorial waters and rivers;

WHEREAS, the Philippine Coast Guard (PCG) as mandated under RA 9993 provides assistance in the enforcement of laws on fisheries, immigration, tariff and customs, forestry, firearms and explosives, human trafficking, dangerous drugs and controlled chemicals, transnational crimes and other applicable laws within the maritime jurisdiction of the Philippines;

WHEREAS, RA 9729 or the Climate Change Act of 2009 mainstreams climate change into government policy formulations, recognizing the vulnerability of the Philippine archipelago and its local communities, particularly the poor, women, and children, to potential dangerous consequences of climate change such as rising seas, changing landscapes, increasing frequency and/or severity of droughts, fires, floods and storms, climate-related illnesses and diseases, damage to ecosystems, biodiversity loss that affect the country's environment, culture and economy;

WHEREAS, RA 9729 states that it shall be the policy of the state to strengthen, integrate, consolidate and institutionalize government initiatives to achieve coordination in the implementation of plans and programs to address climate change in the context of sustainable development;

WHEREAS, RA 9395 has provided for the conversion of several institutions of learning in the Province of Quezon into the Southern Luzon State University (SLSU) shall primarily provide advanced education, professional and technological instruction as well as research, extension services and progressive leadership in the fields of allied medicine, education, engineering, agriculture, fisheries, forestry, environment, arts and sciences, accountancy, cooperative, business and entrepreneurship, technology and other relevant fields of study. It shall also undertake research and extension services and provide progressive leadership in its areas of specialization;

WHEREAS, EO 533 provides mechanisms for the active participation of NGOs, civic organizations, the academe, people's organizations, the private and corporate sectors and other stakeholder groups in ICM programs;

WHEREAS, DENR Administrative Order No. 2016-26, otherwise known as the *Guidelines for the Implementation of the Coastal and Marine Ecosystems Management Program (CMEMP)* was issued to comprehensively manage, address and effectively reduce the drivers and threats of degradation of the coastal and marine ecosystems in order to achieve and promote sustainability of ecosystem services, food security and climate change resiliency for the benefit of the present and future generations;

WHEREAS, one of the program components of CMEMP is the **Marine Protected Area (MPA) Network Establishment and Strengthening** which will provide protection and restoration of degraded coastal and marine habitats essential to the ecological processes and survival of depleted, threatened, rare, or endangered species and population;

WHEREAS, the International Union for the Conservation of Nature (IUCN) defines MPA Network as a collection of individual MPAs "operating cooperatively and synergistically at various spatial scales, with a range of protection levels that are designed to meet objectives that a single reserve cannot achieve;"

NOW THEREFORE, for and in consideration of the foregoing premises, mutual covenants hereinafter set forth, the parties hereby agree to enter into a Memorandum of Agreement (MOA) for the establishment of MPA Network in Tayabas Bay.

SECTION 1: Objectives

- 1.1 To update the status of existing MPAs/Fish sanctuaries locally declared or declared by other agencies/creation of MPA;
- 1.2 To solicit the support and commitment of coastal municipalities, concerned government agencies, law enforcement agencies, academe, private corporations and non-government organizations for the sustainable and effective conservation, protection, improvement, and management of the coastal and marine resources of Tayabas Bay;
- 1.3 To develop a mechanism for sharing of responsibilities and benefits towards a common resolve of conserving, protecting, improving, and managing the coastal and marine resources of Tayabas Bay and promote community awareness and participation thereof;
- 1.4 To develop and maintain a venue for sharing experiences, good practices, and information dissemination in the conservation, protection, improvement, and management of the coastal and marine resources of Tayabas Bay; and
- 1.5 To provide a mechanism for the resolution of issues and conflicts among and between the concerned municipalities relative to coastal and marine conservation and management within Tayabas Bay area.

SECTION 2: Roles and Responsibilities

2.1 The Provincial Government of Quezon herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the Marine Protected Area Plan;
- c. Together with the DENR, BFAR and the LGUs, establish baseline data on marine protected areas in Tayabas Bay;
- d. Implement capacity building activities for LGUs on MPA Network establishment and management;
- e. Provide funding support for the establishment and management of the MPA Network and the implementation of activities under the Marine Protected Area Plan; and
- f. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.2 The respective Municipalities herein agree to:

- a. Devise a co-financing system wherein concerned stakeholders, LGUs, civil society, and private business may be able to contribute their own respective resources in the pursuit of the MPA Network's plans, programs, and activities;
- b. Collaborate and coordinate closely with other LGUs within the MPA Network, and the partner agencies and organizations to effectively carry out the roles and responsibilities under the MOA;
- c. Participate in the activities of the MPA Network Technical Working Group that will be created at the provincial and municipal levels;
- d. Formulate/update their respective Marine Protected Area Plan;

- e. Review and update existing local legislations pertaining to coastal and marine ecosystem management, including the effective management of the locally declared Marine Protected Area;
- f. Conduct periodic monitoring and evaluation of MPA Network activities together with partner agencies and organizations;
- g. Strengthen coordination mechanisms and arrangements for the enforcement of ENR and fishery laws and regulations in collaboration with partner agencies and organizations;
- h. Launch and sustain an aggressive Information, Education and Communication (IEC) campaign in support of MPA Network establishment;
- i. Provide alternative livelihood opportunities for members of communities who may be affected by the MPA Network establishment;
- j. Regularly enhance the capacity of their respective MPA Network to effectively contribute to, and strengthen the protection of areas within the Network; and
- k. Observe and adhere to national, local and international guidelines and standards on biodiversity conservation, Marine Protected Area management and other such related areas of concern.

2.3 The **DENR** herein agrees to:

- a. Spearhead the creation of an MPA Network Technical Working Group at the provincial level that would provide the needed technical assistance to LGUs, facilitate the identification and provision of alternative livelihood support to affected fisherfolks and stakeholders and such other support services;
- b. Assist the LGUs in the formulation/updating of the Marine Protected Area Plan;
- c. Provide funding support for MPA Network establishment and the implementation of activities under the Marine Protected Area Plan;
- d. Together with BFAR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay;
- e. Implement capacity building activities for LGUs on MPA Network establishment and management;
- f. Facilitate the deputation of Environment and Natural Resources Officers (DENROs) to strengthen the environmental laws within the network; and
- g. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.4 The **DA-BFAR** herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the Marine Protected Area Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Together with the DENR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay;

- e. Facilitate the deputation of Bantay Dagat to strengthen the enforcement of fishery laws within the network.
- f. Provide funding support for the establishment and management of the MPA Network and the implementation of activities under the Marine Protected Area Plan; and
- g. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.5 The **NCIP**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the Marine Protected Area Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management;
- e. Together with the DENR, BFAR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay; and
- f. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.6 The **PNP**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Implement capacity building activities for LGUs on MPA Network establishment and management, particularly on law enforcement and para-legal procedures; and
- c. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.7 The **PMG**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Implement capacity building activities for LGUs on MPA Network establishment and management, particularly on law enforcement and para-legal procedures; and
- c. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.8 The **PCG-STL**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Implement capacity building activities for LGUs on MPA Network establishment and management, particularly on law enforcement and para-legal procedures; and
- c. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.9 The **SLSU**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the MPA Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Together with the DENR, BFAR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay;
- e. Undertake research, development and extension activities in support of the plans and programs of the Tayabas Bay MPA Network;
- f. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management; and
- g. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.10 The **TEFI**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the MPA Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Provide funding support for the establishment and management of the MPA Network and the implementation of activities under the MPA Plan;
- e. Together with the DENR, BFAR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay;
- f. Undertake research, development and extension activities in support of the plans and programs of the Tayabas Bay MPA Network;
- g. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management; and
- h. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.11 The **PAGBILAO POWER STATION**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the MPA Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Provide funding support for the establishment and management of the MPA Network and the implementation of activities under the MPA Plan;

- e. Together with the DENR, BFAR and the LGUs, establish the baseline data on the marine protected areas in Tayabas Bay;
- f. Undertake research, development and extension activities in support of the plans and programs of the Tayabas Bay MPA Network;
- g. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management; and
- h. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.12 The **Tambuyog Development Center**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the MPA Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management; and
- e. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

2.13 The **Tanggol Kalikasan**, herein agrees to:

- a. Actively participate in the activities of the MPA Network Technical Working Group;
- b. Assist the LGUs in the formulation/updating of the Marine Protected Area Plan;
- c. Implement capacity building activities for LGUs on MPA Network establishment and management;
- d. Collaborate with Partner Agencies and Organizations in the documentation of good practices, gathering of relevant data and information and develop knowledge system on coastal and marine resources management; and
- e. Provide such other necessary support and services that may be needed to effectively sustain the operation and management of the Tayabas Bay MPA Network.

SECTION 3: Institutional Arrangements

3.1 The Tayabas Bay MPA Network Technical Working Group (TWG) shall be created to perform the following functions:

- a. Provide the necessary venue for the deliberation and discussion of issues and concerns pertaining to the management of the Tayabas Bay MPA Network;
- b. Conduct regular meetings chaired by the Provincial Environment and Natural Resources Officer of DENR-PENRO Quezon and co-chaired by the Provincial Government-Environment and Natural Resources Officer of Quezon Province, with membership coming from the authorized representatives of the parties to this Agreement;

- c. Conduct community consultations/dialogues on the importance of the MPA Network and its component MPAs and related concerns; and
 - d. Conduct planning activities to develop the strategic plans and programs of the MPA Network.
- 3.2 Each party to this Agreement shall designate their authorized representatives who will be tasked to attend meetings, workshops and trainings, participate in all other activities relative to the management of the MPA Network, and who will sit as member of the MPA Network TWG.
- 3.3 Each party to this Agreement shall commit to mobilize its available personnel who will provide the necessary assistance to LGUs in the management of their respective MPAs.
- 3.4 Joint monitoring and evaluation shall be conducted periodically by the parties herein, which should not preclude them to conduct their regular M&E activities in the MPA Network pursuant to their mandate.

SECTION 4: Amendments

Any change, modification, and amendment or revision to this Memorandum of Agreement shall be made upon mutual agreement and approval in writing by all Parties.

SECTION 5: Effectivity

This Memorandum of Agreement shall take effect immediately upon signing hereof by all the Parties.

IN WITNESS WHEREOF, the Parties have hereto affixed their signature this ____ day of _____ at _____, Philippines.

For the Local Government Unit:

Municipality of Sariaya:

HON. _____

Municipality of Lucena City:

HON. _____

Municipality of Pagbilao:

HON. _____

Municipality of Padre Burgos:

HON. _____

Municipality of Agdangan:

HON. _____

Municipality of Unisan:

HON. _____

Municipality of Pitogo:

HON. _____

Municipality of Macalelon:

HON. _____

Municipality of General Luna:

HON. _____

Municipality of Catanauan:

HON. _____

Municipality of Mulanay:

HON. _____

Municipality of San Francisco:

HON. _____

For the Department of Environment
And Natural Resources:

NILO B. TAMORIA

For the Department of Agriculture-
Bureau of Fisheries and Aquatic Resources:

DR. _____

For the National Commission on Indigenous People

For the Philippine National Police:

For the PNP Maritime Group:

PSSUPT. _____

PSUPT. _____

For the Philippine Coast Guard - Southern Tagalog:

For the Southern Luzon State University:

President _____

For the TEAM Energy Foundation Inc.:

For the Pagbilao Power Station

For the Tambuyog Development Center:

For the Tanggol Kalikasan Inc.:

Signed in the presence of:

Municipality of Sariaya:

Municipality of Lucena City:

Municipality of Pagbilao:

Municipality of Padre Burgos:

Municipality of Agdangan:

Municipality of Unisan:

Municipality of Pitogo:

Municipality of Macalelon:

Municipality of General Luna:

Municipality of Catanauan:

Municipality of Mulanay:

Municipality of San Francisco:

For the Department of Environment
And Natural Resources:

For the Department of Agriculture-
Bureau of Fisheries and Aquatic Resources:

For the National Commission on Indigenous People

For the Philippine National Police:

For the PNP Maritime Group:

For the Philippine Coast Guard - Southern Tagalog:

For the Southern Luzon State University:

For the TEAM Energy Foundation Inc.:

For the Pagbilao Power Station

For the Tambuyog Development Center:

For the Tanggol Kalikasan Inc.:

ACKNOWLEDGMENT

Republic of the Philippines)
Lucena City) S.S.

BEFORE ME, personally appeared:

Name

Govt. Issued ID

Date & Place Issued

(all major signatories)

Both known to me to be the same persons who executed the foregoing **Memorandum of Agreement** and acknowledged the same to be their free and voluntary act and deed and of the entities that they represent.

This **Memorandum of Agreement** consisting of _____ (____) pages including this page where the Acknowledgement is written, has each been signed by the parties and their witnesses, and sealed with my notarial seal on this _____ day of _____ 2022.

Doc No. _____:

Page No. _____:

Book No. _____:

Series of 2022



Republic of the Philippines
Department of Environment and Natural Resources
Regional Office No. IV-A (CALABARZON)

REGIONAL MEMORANDUM CIRCULAR
NO. 2021 - 002

TO: All Offices and Divisions of DENR IV-A CALABARZON
All PENROs and CENROs

SUBJECT: **GUIDELINES ON THE APPROVAL OF MEMORANDUMS
OF AGREEMENT (MOA) AND UNDERSTANDING (MOU)**

Pursuant to Executive Order No. 292¹ and DENR Department Administrative Order (DAO) No. 2014-03² or the *Manual of Authorities on Human Resources Development and Administrative Matters*, the following rules are hereby promulgated and adopted:

Chapter 1
GENERAL PRINCIPLES

Section 1. Statement of policy. It shall be the policy of the DENR IV-A CALABARZON to further strengthen partnerships with private and other public sectors through executing well-crafted memorandums of agreement and/or understanding.

Section 2. Scope and applicability. These guidelines shall apply to and cover all memorandums of agreement (MOA) and/or understanding (MOU) to be entered into by the DENR IV-A CALABARZON through the Regional Executive Director (RED). These MOAs or MOUs may involve various projects and activities, including but not limited to:

- a. Tree-planting activities within public lands managed by the DENR
- b. Adoption and enhancement of National Greening Program (NGP) sites
- c. Formulation and implementation of forest land use plans (FLUP) with LGUs
- d. Conduct of rapid land tenure activities
- e. Installation and maintenance of trash traps/nets with LGUs
- f. Tayo ang Kalikasan (TAK) projects, programs and activities

Section 3. Objective. These guidelines seek to streamline and improve the process of approval of MOAs and MOUs in the DENR IV-A CALABARZON.

Chapter 2
REQUIREMENTS

Section 4. List of requirements. The following are substantial and formal requisites that must be complied with before a draft MOA/MOU is recommended for approval and endorsed for signature of the RED:

¹ Administrative Code of 1987 (June 25, 1987)

² Adopted on March 26, 2014



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REQUIREMENTS	
SUBSTANTIAL	
	Is there a proof of legal personality and capacity of the other contracting party/parties?
	Is there a completed staff work or CSW of the proposed activity/program under the MOA/MOU?
	Is the MOA/MOU approved by the other contracting party/parties? Did they have the opportunity to review the draft MOA/MOU?
	Does the MOA involve funding? If yes, does the draft MOA include a Certification of Availability of Funds (CAF)?
FORMAL	
	Did the MOA follow the prepared template, if any?
	Were grammatical rules followed?
	Were all words spelled correctly?
	Were the pages numbered correctly and consecutively?
	Was the document formatted properly for easy reading?

Section 5. Legal personality and capacity. In order to execute valid agreements and to avoid potentially defective contracts, the parties must have full legal personality and capacity. Under the law, contracts entered into in the name of another person by one who has been given no authority or legal representation, or who has acted beyond his powers, are considered unenforceable. To ensure that the parties entering into agreements with the DENR IV-A CALABARZON have the legal personality, capacity and authority, the following documents have to be secured:

- a. LGU – Resolution of the concerned Sanggunian authorizing the local chief executive (barangay captain, mayor, governor) to enter/sign the agreement/MOA/MOU with the DENR IV-A CALABARZON
- b. Private Corporation/Company – SEC Registration of the Company and/or Board Resolution and/or Secretary Certification proving that the officer or representative of the corporation is authorized to enter/sign the agreement/MOA/MOU with the DENR IV-A CALABARZON
- c. Indigenous Peoples/Communities – NCIP Certification that the signatory to the agreement/MOA/MOU is the registered authorized elder or leader of the indigenous group
- d. Private Individual – Valid government-issued identification (ID) card

Section 6. Completed Staff Work (CSW). All MOAs/MOUs endorsed must be supported by a completed staff work or CSW prepared by responsible personnel of the office or division seeking approval of the MOA/MOU. A CSW shall contain legal, factual, and scientific bases supporting the activity, program, or project proposed under the MOA/MOU. The preparation of a CSW is in line with the principle of management which provides that subordinates are responsible for submitting written recommendations to superiors in such a manner that the latter need do nothing further in the process than review the submitted document and indicate approval or disapproval.

Section 7. Input of the Other Contracting Party or Parties. The other party or parties to the MOA/MOU shall be given the opportunity to review the draft instrument in order to add, delete or amend certain provisions. These shall be done before the draft MOA/MOU is endorsed to the management of the DENR IV-A CALABARZON for approval. The other contracting party or parties shall endorse their approved version of the draft MOA/MOU.

Section 8. Certificate as to the Availability of Funds (CAF). For MOAs involving funding by the DENR, the concerned accountant shall issue a certification as to the availability of funds pursuant to DAO No. 2014-03. The CAF shall be reflected on the draft MOA, after the names of the signatories, and before the names of the witnesses.



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Chapter 4
ENDORSEMENT OF THE MOA/MOU

Section 9. Endorsement to the Legal Division (LD). Should the requirements discussed above be completed and satisfied, the unsigned draft MOA/MOU shall be endorsed to the LD for review, pursuant to DAO No. 2014-03. The endorsement memorandum to the LD shall have the CSW, proof of authority of the other contracting party, and other pertinent documents as attachments. The LD shall determine whether or not the MOA/MOU is substantially in order, not contrary to law and other regulations, and not grossly disadvantageous to the government.

Section 10. Endorsement to the Office of the Assistant Regional Director for Management Services (OARDMS). After determination of the LD that the MOA/MOU is substantially in order, not contrary to law and other regulations, and not grossly disadvantageous to the government, the Chief of LD shall sign his/her initials on each page of the approved MOA/MOU. The LD shall then endorse the MOA/MOU to the OARDMS. Pursuant to DAO No. 2014-03, the ARDMS shall recommend approval of the MOA/MOU to the RED who shall approve and sign the same.

Section 11. Endorsement to the Office of the Assistant Regional Director for Technical Services (OARDTS). MOAs/MOUs that will originate from a technical division may also be endorsed to the OARDTS for input and subsequent endorsement. This may be done simultaneous to the review being conducted by the Legal Division.

Chapter 5
SIGNING AND NOTARIZATION

Section 12. Signing. The signing of the MOA/MOU shall be facilitated by the office or division where the same originated. The signing of the MOA/MOU may also be held in a ceremony where the other contracting parties are invited as guests.

Section 13. Notarization. Arrangements must be done to have a notary public in the MOA/MOU signing ceremony or program for the immediate notarization or acknowledgment of the document. Pursuant to the 2004 Rules on Notarial Practice, the notary public must have jurisdiction over the place where the agreement is to be executed. If there is no available notary public to witness the signing, the signatories to the instrument must present the same to a notary public at a later time. The signatory must appear in person before a notary public and present the integrally complete document and represent that the signature on the same was voluntarily affixed by him/her and declare that he or she has executed the instrument or document as his free and voluntary act and deed, and, if he/she acts in a particular representative capacity, that he/she has the authority to sign in that capacity. As proof of identity of the signatory, the notary public usually requires a valid government-issued identification (ID) card.

Section 14. Expenses. The fees payable to the notary public shall be borne by the office or division where the MOA/MOU originated. The other contracting parties may also share in the said expense.

Section 15. Witnesses to the Agreement. The incumbent ARDMS and/or the incumbent ARD for Technical Services (ARDTS), and/or the concerned Provincial/Community Environment and Natural Resources Officer (P/CENRO) may sign the MOA/MOU as witnesses.

Chapter 6
COPIES OF THE AGREEMENT



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Section 16. Original copies. All parties to the agreement shall have an original and notarized copy of the MOA/MOU. Three additional original copies of the MOA/MOU shall also be prepared—two (2) for the notary public, and one (1) for the originating office/division for recordkeeping and databasing purposes.

Section 17. Printing. The approved MOA/MOU shall be printed on clean sheets of paper with 8.5 x 13 inches dimension. The paper shall have a 1 inch margin on the right side and at the bottom, and a 1.25 margin on the left side and at the top. The font style shall be Times New Roman, size 12.

Section 18. Language. The MOA/MOU shall be written in any official language of the Philippines—Filipino or English. If the other contracting party is an Indigenous Group/Community, the agreement must be written in their language, with accompanying Filipino and English versions.

Chapter 7
FINAL PROVISIONS

Section 19. Application. These guidelines shall be applied in a suppletory character to pertinent laws, rules and regulations.

Section 20. Separability Clause. If for any reason, any section or provision of this Circular is declared void, no other section, provision or part hereof shall be affected and the same shall remain in full force and effect.

Section 21. Repealing Clause. All orders, circulars, memoranda and other issuances inconsistent herewith are hereby repealed and/or modified accordingly.

Section 22. Effectivity Clause. This Circular shall take effect immediately.

For guidance and strict compliance.


NILO B. TAMORIA, CESO III
Regional Executive Director



Republic of the Philippines
Department of Environment and Natural Resources
Regional Office No. IV-A (CALABARZON)

MEMORANDUM

TO : The PENR Officer
PENRO Quezon Province

FROM : The OIC, Assistant Regional Director for Special Concerns
In-Charge, Office of the Regional Executive Director

SUBJECT : **REVIEW OF THE DRAFT MEMORANDUM OF AGREEMENT (MOA) FOR THE ESTABLISHMENT OF MARINE PROTECTED AREA NETWORK IN QUEZON PROVINCE**

DATE :

This pertains to the ~~submitted~~ request of ~~PENRO Quezon on the~~ review of the draft Memorandum of Agreement (MOA) for the establishment of Marine Protected Area Network (MPAN) in Quezon Province dated February 23, 2022. In line with the target under Technical Assistance on Marine Protected Area (MPA) Networking for Local Government Unit (LGU) managed MPAs under Coastal and Marine Ecosystems Management Program (CMEMP), this Office requested the Legal Division on the review and comments on the drafted MOA.

Based on the review, the following are ~~initial~~ comments and recommendations from the ~~our~~ Legal Division:

1. The proposed establishment of an MPAN in the Province of Quezon is not disadvantageous to the government. In fact, the MPAN could help the DENR in the performance of its mandates;
2. It is recommended to observe the Guidelines relative to the approval of MOAs under the Regional Memorandum Circular No. 2021-02. Parties should also be given time to make inputs in the draft and endorse the version that they approve. Also, a completed staff work or CSW is required by the DENR Manual of Authorities as basis for the action of approving authority;
3. With regards to the other LGUs named as signatories, the Local Government Code provides that the respective Sanggunian of the LGU shall resolve to allow its local chief executive to enter into contracts of agreements. As to the other private organizations involved in this endeavor, their respective legal personalities could be established by documents of registration with the concerned regulatory agency. Also, their authorized signatories should provide a board resolution and/or a secretary certification stating that they are authorized by the corporation to enter into this agreement. Nonetheless, the Division is of the opinion that this exercise of due diligence in the documentation could be relaxed due to the sheer number of party-signatories and non-fiduciary nature of the MOA;
4. ~~The Division is of the opinion that~~ There should be whereas clauses that would provide basis for the participation and inclusion of the other organizations into the MPAN, such as the Team Energy Foundation, Inc. or TEFI, Tambuyog Development Center, Inc., and Tanggol Kalikasan, Inc.; and ~~the must~~
5. ~~The Division also recommends that the~~ MOA be paginated, accordingly.



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In this regard, you are hereby instructed to ~~provide and accomplish~~ *revise the MOA, incorporating* the stated comments and recommendations ~~by the Legal Division for the draft MPAN MOA~~ *from this office.*

Attached is the Regional Memorandum Circular No. 2021-02 for your reference.

For compliance, information, and immediate action.

For and in the absence of the Regional Executive Director

JOSE ELMER C. BASCOS