

MEMORANDUM OF AGREEMENT

Implementation of the National Greening Program (NGP) for Livelihood in Agrarian Reform Areas through the DA-DENR-DAR National Convergence Initiative (NCI)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this MAR 04 2013 day of _____, 2012, at Quezon City, Metro Manila, Philippines, by and between:

The DEPARTMENT OF AGRICULTURE, a government agency with principal office address at Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by its Secretary, **PROCESO J. ALCALA**, and hereinafter referred to as the “**DA**”;

The DEPARTMENT OF AGRARIAN REFORM, a government agency with principal office address at Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by its Secretary, **VIRGILIO R. DE LOS REYES**, and herein referred to as the “**DAR**”;

-and -

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, a government agency with principal office address at Visayas Avenue, Diliman, Quezon City, Metro Manila, represented herein by Secretary **RAMON J.P. PAJE**, herein referred to as the “**DENR**”;

WITNESSETH:

WHEREAS, the DA is the lead agency to boost farmers' income and reduce poverty incidence in the rural sector through profitable farms that provide surplus for agro-industry and food security;

WHEREAS, the DAR is the lead implementing agency of the Comprehensive Agrarian Reform Program (CARP) that undertakes land tenure improvement and development of program beneficiaries;

WHEREAS, the DENR is the government agency mandated to ensure the sustainable use, development, management, protection and conservation of the natural resources of the Philippines for the benefit of present and future generations;

WHEREAS, the Joint Memorandum Circular No. 1 series of 2010 of DA, DAR, and DENR has adopted the National Convergence Initiative (NCI) as a strategy to achieve the country's long term goals on sustainable rural development and poverty reduction where NCI will facilitate the convergence of resources of the three (3) agencies to maximize the impact of countryside development;

WHEREAS, His Excellency President Benigno S. Aquino III issued Executive Order No. 26 on 24 February 2011 declaring the implementation of the National Greening Program (NGP) as government priority for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation;

WHEREAS, to effectively implement the NGP, the DA, DAR, and DENR shall jointly implement specific activities and allocate budget;

NOW, THEREFORE, in consideration of the above premises, the parties mutually agree on the following undertakings:

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JANE G. BAUTISTA
MAR 04 2013

ARTICLE I THE PROJECT

Section 1. Title. The project shall be known as the “Implementation of the National Greening Program (NGP) for Livelihood in Agrarian Reform Areas through DA-DAR-DENR Convergence” hereinafter referred to as the “**Project**” attached as Annex A and is made an integral part of this Agreement;

Section 2. Objectives. The Project intends to improve the lives of Agrarian Reform Beneficiaries (ARBs) by providing additional source of income and livelihood through seedling production and tree planting along riverbanks and other public lands that are jointly identified by the DENR & the DAR within the agrarian reform areas and contribute to NGP goals. Specifically, the Project intends to:

- 2.1. Produce the required number of seedlings and plant the same on ARC public lands;
- 2.2. Contribute to poverty alleviation of ARBs by providing additional sources of income through seedling production and planting tree species for fuelwood;
- 2.3. Restore soil fertility and increase yield by employing Good Agricultural Practices (GAP) and Good Environmental Practices by planting tree species which are mostly leguminous;
- 2.4. Contribute to achieve climate change resiliency of agrarian reform project areas through planting of trees on farm, and;
- 2.5. Encourage the participation of the ARBs in the National Greening Program.

Section 3. Scope and Coverage. The Project shall cover the development of fifty (50) hectares within each of the eighteen (18) ARCs into plantations for fuelwood purposes and high value commercial crops. The list of indicative proposed project sites is attached as Annex B which forms as integral part of this Agreement, subject to further validation.

The target sites for development within each ARC area shall include stream/river banks road sides and other public lands identified jointly by the DAR and the DENR.

ARTICLE II FUNDING

Funding allocation for this project shall be governed by NGP Guidelines on standard cost per activity. The DENR shall allocate an amount of Nine Thousand Four Hundred Pesos (Php 9,400.00) per hectare to cover various activities of the Project. The ARBs shall be engaged to produce seedlings for fuel wood purposes and shall be provided with an amount of Six Thousand pesos (Php 6,000.00) per hectare to produce at least One Thousand Six Hundred Sixty Seven (1667) seedlings. The total project cost amounting to **Ten Million pesos (Php 10,000,000.00)** inclusive of a ten (10%) percent administrative cost and seven percent (7%) over-all supervision cost. The said amount shall be transferred from DENR to DAR and subsequently downloaded to participating field units.

The Provincial Agrarian Reform Officer (PARO) shall enter into an agreement with the ARB organization and shall specify the details of the payment, schedule, fund releases and expected output of the ARB organization as per Joint DAR-DENR-PO Agreement.

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The release of funds shall be governed by said agreement entered into by the PARO, CENRO and the participating ARB Organization.

ARTICLE III ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 4. The DENR shall:

- 4.1. Provide the necessary financial and technical support to implement this project;
- 4.2. Provide the necessary guidelines governing the implementation of the NGP;
- 4.3. Mobilize and instruct its field offices, (i.e., Regional Offices, PENROs, CENROs) to ensure the smooth implementation of this Agreement.
- 4.4. Jointly identify with DAR, proposed Project sites within ARCs and;
- 4.5. Conduct site validation, survey, mapping and delineation of the Project sites;
- 5.4. Assign a focal person to assist partner agencies in the implementation of this Agreement;

Section 5. The DA shall:

- 5.1. Provide postharvest and processing facilities and assist in post-harvest activities, procurement of inputs and equipment including, but not limited to, fertilizers and animals required for farming whenever feasible, respectively;
- 5.2. Provide farm-to-market roads and other infrastructures in the proposed sites whenever feasible.
- 5.3. Provide technical assistance in product development and marketing;
- 5.4. Assign a focal person to assist partner agencies in the implementation of this Agreement;

Section 6. The DAR shall:

- 6.1. Through its concerned field office, enter into an appropriate agreement with the DENR field office and a qualified ARB organization with ARC sites and based thereon provide financial support for the project;
- 6.2. Allocate fifty (50) hectares as project site within each of the eighteen (18) ARCs which shall be jointly identified and validated by DENR;
- 6.3. Mobilize its ARBs to ensure production of sufficient quantity of seedlings, site preparation, tree planting, maintenance and protection of planted seedlings;
- 6.4. Conduct regular monitoring and evaluations based on the standard format of the NGP;
- 6.5. In coordination with DENR and DA, conduct orientation activities and extension services and enterprise development to ARB organizations;
- 6.6. Provide the parties with a list of ARBs who are engaged in the NGP,

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[Handwritten Signature]

specifying its household members, gender, age, and other relevant information;

- 6.7. Provide specific location of ARC nurseries, species to be raised and production quantities in coordination with the PO;
- 6.8. Coordinate with the DENR for the provision of technical assistance to ARB organizations to ensure timely and satisfactory production of quality seedlings, planting, maintenance, and protection of planted seedlings;
- 6.9. Facilitate the regular and timely submission of accomplishment reports to the DENR;
- 6.10. Assign a focal person at the national, regional and provincial levels to manage and monitor the implementation of this MOA and;
- 6.11. Provide assistance to ARB organizations on the preparation of annual work and financial plan;

ARTICLE IV DISPUTE SETTLEMENT

Section 7. Amicable Settlement. --- In case of breach of contract or when disagreement arises in the interpretation or implementation of the terms and conditions of this Agreement, the involved parties shall endeavour to settle the matter amicably in the following manner:

- a. A notice in writing shall be sent by the complaining or aggrieved party to the other party, stating therein the ground/s for the claim of breach or the subject matter of the disagreement;
- b. After receipt of the notice, the concerned parties shall set a meeting/s for the purpose of discussing the issue with the view of settling the matter amicably; and
- c. Any and all agreement reached during the meetings shall be made in writing and signed by the parties or their duly appointed representatives.

Section 8. Administrative Remedy. If the event that no amicable settlement is reached within sixty (60) days from receipt by the other party of the written notice, the concerned party shall file a complaint before the Office of the Solicitor General or the Secretary of Justice, depending on the nature of the controversy, following the rules and procedures of said offices for dispute settlement where contending parties are government agencies, bureaus, or government owned and controlled corporations. Alternative dispute resolution and other legal remedies may likewise be availed of.

ARTICLE V TERM AND EFFECTIVITY

Section 9. The parties herein shall faithfully carry out their respective roles and responsibilities upon the signing of the Agreement, which shall remain in force unless terminated by mutual agreement of the parties or until the expiration of the NGP in December 31, 2016.

Section 10. The terms and conditions of this Agreement shall be effective upon approval and signature by the parties. Any provision in this Agreement may be modified, altered or supplemented subject to the mutual agreement of the parties.

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ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 11. The parties shall exert all efforts to fulfil their respective commitments for the successful implementation of this partnership agreement and the NGP.

Section 12. In case any provision in this agreement is found to be invalid, illegal or unenforceable in any respect, the same shall not affect the validity, legality or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the place and date above stated.

DEPARTMENT OF AGRICULTURE

By:


PROCESO J. ALCALA
Secretary

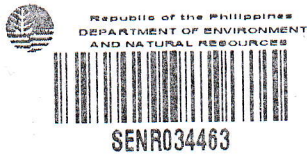
DEPARTMENT OF AGRARIAN REFORM

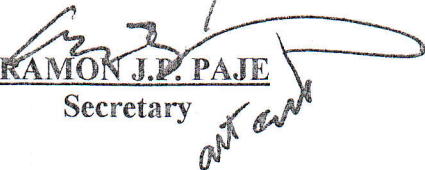
By:


VIRGILIO R. DE LOS REYES
Secretary

DEPARTMENT OF NATURAL RESOURCES

By:




RAMON J.P. PAJE
Secretary

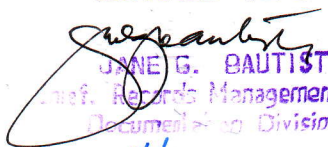
Department of Agrarian Reform
Office of the Secretary



OTH - 13 - 05896

SIGNED IN THE PRESENCE OF:

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JANE G. BAUTISTA
Chief, Records Management and
Documentation Division
copy 3/4/13
copy 5/4/13

DEPARTMENT OF AGRICULTURE
In replying, pls cite this code
For Signature: S-02-13-0332
Received: 02/15/2013 11:42 AM

ACKNOWLEDGMENT

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

MAR 04 2013

BEFORE ME, a Notary Public for and I Quezon City. This ___ day of ____, 2011, personally appeared the following:

<u>NAME</u>	<u>VALID IDENTIFICATION CARD</u>
1. Virgilio R. De Los Reyes	DAR ID No. 0000010007
2. Proceso J. Alcala	
3. Ramon J.P. Paje	139 34188 cr 1-15-13 D.C.

Known to me and to me known to me the same person s who executed the foregoing memorandum of Agreement, and acknowledged before me that the same are their free and voluntary act and deed as well as the of the entities they represent.

MAR 04 2013

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my seal this ___ day of ___ at QUEZON CITY

R. Benitez

ATTY. ROMEO P. BENITEZ
Notary Public

Until December 31, 2012

IBP No. 831182 Jan. 3, 2013

PTR No. 6074966 Jan. 3, 2013

Attorney's Roll No. 49586

TIN No. 115-920-960

MCLE Compliance No. III-0019830

MCLE Compliance No. IV-0007513

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Page No. 06;
Book No. 04;
Series of 2012.

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me
JAME G. BAUTISTA *me*
Chief, Records Management and *3/4/13*
Documentation Division
me 3/4/13

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