

## MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered this \_\_\_ day of \_\_\_\_\_, 2011. In \_\_\_\_\_ Philippines, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, the main department of the Philippine government responsible for supervising and managing the *different programs and implementing rules governing the use and development of the country's natural resources* with office address at Visayas Avenue, Diliman, 1100 Quezon City, Philippines, represented herein by Secretary **HON RAMON J. P. PAJE**, and hereafter referred to as the "**DENR**";

and

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY**, mandated to develop and transfer appropriate technologies and provide technical assistance to the end users of such technologies for the sustainable use of our resources with office address at DOST Compound, General Santos Ave, Bicutan, Taguig City, represented herein by Secretary, **HON. MARIO G. MONTEJO**, and hereafter referred to as the "**DOST**".

### WITNESSETH:

**WHEREAS**, Executive Order (EO) No. 26 creating the National Greening Program (NGP) mandated all government agencies, instrumentalities including Government Owned and Controlled Corporations (GOCCs) and State Universities and Colleges (SUCs) to plant some 1.5 Billion trees covering approximately 1.5 Million hectares for a period of five (5) years from 2011 to 2016;

**WHEREAS**, **DENR** aims at reducing poverty in the countryside, at the same time guaranteeing food security, biodiversity conservation and climate change mitigation through the implementation of the National Greening Program (NGP);

**WHEREAS**, **DOST** forges partnership with **DENR** to jointly initiate program by allotting an area of 15,000 sq. m. for the establishment of a nursery within the DOST compound, General Santos Ave, Bicutan, Taguig City;

**WHEREAS**, **DENR** and **DOST** would want to jointly engage in a massive greening campaign program by stipulating the implementation of the Executive Order No. 26 covering the establishment of a nursery particularly at Zone 10b inside the DOST compound in Bicutan, Taguig City and the transfer of appropriate technology for the production of high quality planting materials for a period of five (5) years from 2011 to 2016;

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**NOW, THEREFORE**, for and in consideration of the above premises and of the mutual covenants hereinafter set forth, the parties do hereby mutually agree, within the limits of the laws governing their respective existence, on the following:

**ROLES AND RESPONSIBILITIES**

**A. THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) SHALL:**

1. Establish nursery and provide necessary materials for the production of seedlings inside the DOST compound;
2. Handle site preparation for the establishment of nursery within the DOST compound;
3. Provide funds for the needed materials for the construction of facilities and required water supply for nursery operation;
4. Manage the maintenance of the nursery and dispersal of the seedlings produced within the envisioned nursery;
5. Monitoring and evaluation of the established nursery and the production of seedlings;
6. Perform other related activities.

**B. THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) SHALL:**

1. Identify and provide an area of 15,000 sq. m. hectares within the DOST compound;
2. Assist in the processing of securing water connection from the Manila Water for the needed water supply to ensure survival of planting materials;
3. Develop and transfer appropriate technologies that could help improve in the production of seedlings;
4. Assist in the monitoring and evaluation of the established nursery and the production of seedlings within the compound;

**C. THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) AND THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) SHALL:**

1. Mutually exert an effort to successfully establish a nursery within the DOST compound that would operate within the National Capital Region and nearby provinces; and

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2. Exchange technical skills and technology information on the production of high quality seedlings.

**GENERAL PROVISIONS**

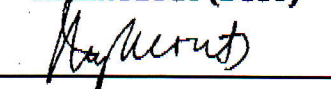
1. All the foregoing provisions are deemed material undertakings and obligations, and failure by any party to satisfactorily comply with any or all of the said material undertakings and obligations contained in this MOU shall entitle the other party to unilaterally cancel, revoke or terminate this MOU should the non-complying party fail to correct its non-compliance within \_\_\_\_ ( ) days from receipt of notice or demand from the complaining party.
2. Any or all of the activities of the parties governed by the terms of this MOU shall be accomplished with the utmost expediency by the party responsible therefore.
3. Each of the parties agrees to perform and deliver all such further Instruments or documents, and to do and perform all such further acts and things as shall be necessary or convenient to carry out the provisions of this MOU.

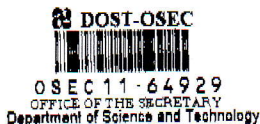
IN WITNESS THEREOF, the Parties hereto, have set their hands this \_\_\_\_ day of \_\_\_\_\_ 2011 at \_\_\_\_\_

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**

  
**HON. RAMON J. PAJE**  
 Secretary


**DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)**


  
**HON. MARIO G. MONTEJO**  
 Secretary



WITNESSES:

  
**HON. MARLO D. MENDOZA**  
 Assistant Secretary

  
**HON. CAROL M. YOROBE**  
 Undersecretary

  
**HON. LAUREANO B. LINGAN, JR.**  
 Regional Executive Director  
 DENR National Capital Region

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

**PASIG CITY** ) s.s.

BEFORE ME, a Notary Public for and in Quezon City, this JUL 05 2011 day of 2011, personally appeared:

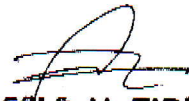
<b>NAME</b>	<b>CTC NO.</b>	<b>DATE/PLACED ISSUED</b>
HON. RAMON J. P. PAJE	<u>20064743</u>	<u>02/03/11 / Quezon City</u>
HON. MARIO G. MONTEJO	<u>12841428</u>	<u>02/08/11 / Taguig City</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument, consisting of    ( ) pages, including this page whereon this Acknowledgement is written, refers to a Contract of Lease signed by the parties together with their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and place above-written.

Doc. No. 576  
Page No. 13  
Book No. V  
Series of 2011

  
**ATTY SOLO V. TIBE**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2011  
PTR NO. 6644616 PASIG CITY  
ROOL NO. 54211  
TIN NO. 181-537-978

Attention:  
**ASEC MENDOZA**