

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this 13<sup>th</sup> day of May 2011 by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** (hereinafter referred to as "DENR"), a national government agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Visayas Avenue, Diliman, Quezon City, herein represented by its Secretary, **RAMON J.P. PAJE**;

-and-

**ENERGY DEVELOPMENT CORPORATION**, (hereinafter referred to as "EDC") a corporation duly organized and existing under and in accordance with the laws of the Republic of the Philippines, with principal office address at Energy Center, Merritt Road, Fort Bonifacio, Taguig City, herein represented by its Chairman Emeritus, **OSCAR M. LOPEZ**/Chairman and Chief Executive Officer, **FEDERICO R. LOPEZ**;

DENR and EDC are likewise referred to herein individually as "**Party**" and collectively as the "**Parties**".

Witnesseth That:

**WHEREAS**, the DENR is the primary government agency responsible for the conservation, management, protection, proper use and sustainable development of the country's environment and natural resources;

**WHEREAS**, President Benigno Aquino III issued Executive Order No. 26 last 24 February 2011 which ordered and declared the implementation of a National Greening Program (NGP) as a government priority;

**WHEREAS**, EO 26 declares that the State shall pursue sustainable development for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation;

**WHEREAS**, EO 26 also provides that the greening efforts of the private sector and civil society shall be harmonized under the NGP;

**WHEREAS**, DENR Memorandum Circular No. 2011-01 was issued last 08 March 2011 to provide guidelines and procedures in the implementation of the NGP, and identifies parameters and activities that can be undertaken by partners-implementers, including the private sector;

**WHEREAS**, EDC is a private company primarily engaged in the business of exploration, development, exploitation and utilization of geothermal and other renewable energy resources;

**WHEREAS**, EDC is a major player in the geothermal energy industry with more than three decades of proven business viability and is committed to provide a better life for present and future generations with clean and renewable energy, while promoting customer

and investor interests, employee development, community welfare and environmental stewardship at all times;

**WHEREAS**, EDC's "BINHI: A Greening Legacy", herein after referred to as the "Project", is a ten-year program that aims to contribute to the restoration of forest cover of the country, at the same time address the loss of biodiversity and contribute to the enhancement of the forest ecosystems, not only in EDC's areas of responsibility but also in selected -areas that need to be rehabilitated;

**WHEREAS**, both the DENR and EDC recognize the importance of collaboration and partnership in order to achieve the objectives of the NGP, and have agreed to support and work together for the BINHI project, consistent with the objectives and requirements of their respective mandates and programs;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties have agreed as follows:

## **ARTICLE I – ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **Section 1. The DENR shall:**

- 1.1 Mobilize all its Bureaus, attached agencies and regional offices to provide support to the BINHI project;
- 1.2 Provide technical guidance based on existing DENR policies in the selection or profile of species to be planted, species matching for planting sites, tree species propagation research and updates on reforestation methodologies;
- 1.3 Provide assistance to EDC in seed sourcing and in allocating and identifying possible sites for planting, taking into consideration the vulnerability assessment and watershed management plans for production and protection areas;
- 1.4 Assist link up of EDC with its network of scientific researchers and experts;
- 1.5. Jointly work with EDC for the establishment of a seed bank and an arboretum of threatened species in a site accessible to the public;
- 1.6. Assist in the development of a documentation and data banking mechanism via BINHI interactive website, plantation registry and maps and tree certification, among others;
- 1.7. Enlist the assistance of EDC on the other components of the NGP, such as nursery establishment, protection and management of watershed areas in its geothermal reservations and implementation of BINHI in other areas; and
- 1.8 Provide such other available support to help ensure the successful implementation of the BINHI Project.

### **Sec. 2. EDC shall:**

- 2.1 Provide manpower, funding and other resources to restore 1,000 hectares of forest lands annually within the period of the National Greening Program (NGP) from 2011-2016, consistent with its BINHI Program, within EDC's areas of responsibility, as well as in other areas that may be jointly identified by DENR and EDC;

- 2.2 Jointly work with DENR for the establishment and maintenance of a seed bank and an arboretum of threatened species;
- 2.3. In coordination with DENR, develop a documentation mechanism or data bank via interactive website, tree certification, plantation registry and maps, among others;
- 2.4 Make available environmental and watershed management scientific data that will assist DENR in the development of policies and guidelines for reforestation;
- 2.5 Spearhead the joint information education and communication campaign with DENR to raise awareness on its BINHI project and its contribution to the National Greening Program;
- 2.6. Convene and facilitate consultations and meetings with DENR and its various instrumentalities to facilitate and resolve concerns on the implementation of the Project; and
- 2.7. Whenever feasible, assist DENR in the maintenance and protection of plantations within the EDC Project areas of responsibility.

**Sec. 3. Technical Working Committee.** – A Technical Working Committee shall be created and shall regularly meet to monitor and evaluate the activities undertaken pursuant to this Agreement. The Committee shall be composed of representatives from the Forest Management Bureau (FMB), Protected Areas and Wildlife Bureau (PAWB), Ecosystems Research and Development Bureau (ERDB) and the Energy Development Corporation (EDC). The Committee may invite resource persons and guests from other organizations such as the Department of Science and Technology (DOST) and the University of the Philippines Los Banos College of Forestry and Natural Resources (UPLB-CFNR), among others. The Committee shall meet at least quarterly, or as the need arises.

#### **ARTICLE II- EFFECTIVITY**

**Sec. 4.** The terms and conditions of this Agreement shall be effective upon approval and signing by both Parties.

#### **ARTICLE III- TERMINATION**

**Sec. 5.** Any Party may terminate this MOA for any reason whatsoever upon thirty (30) days prior written notice.

A Party may likewise terminate this MOA upon prior written notice in the event that the other Party fails to remedy any breach or default of any obligations under this MOA within ten (10) days from written notice.

As a consequence of termination, the non-defaulting Party shall not be liable for the remaining obligations in the contract. Any such termination is without prejudice or limitation to any other right or remedies of the Party not in default including the right to collect any sum due to it at the time of the termination.

#### **ARTICLE IV- MISCELLANEOUS PROVISIONS**

**Sec. 6. Governing Law.** - This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**Sec. 7. Capacity and Authorization.** - The parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement.

**Sec. 8. Assignment.** - No Party may assign its interest under this MOA to any other person or entity without the written consent of the other Party.

All terms of this MOA shall be binding upon, and inure to the benefit of the Parties, their representatives successors.

**Sec. 9. Amendment.** - No modification of this MOA shall be valid unless the same is in writing and signed by the Parties. No waiver of any provisions of this MOA shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

**Sec. 10. Confidentiality of Data.** - Intellectual property ("IP") generated (such as data, photographs and other similar recordings, and other publications) through this MOA shall be co-owned by the Parties. Permission to use the said IP is hereby granted to each Party for teaching, presentation to scientific meetings and other similar purposes only.

Except for disclosures required under the laws, rules and regulations of the Philippines or pursuant to valid and enforceable orders of courts or other government agencies with jurisdiction over the subject matter of this MOA, any of the terms contained herein, or any information obtained and reports or filings required under the terms of this MOA, shall not be disclosed to any third party. This provision shall survive the termination of this MOA.

**Sec. 11. Separability.** - If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law or decisions, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.


IN WITNESS WHEREOF, parties hereto have set their hands this 13th day of May 2011 at Quezon City.

By:

Republic of the Philippines  
DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES

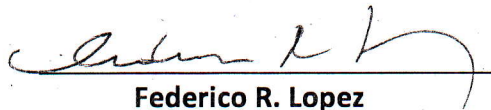


SENRO30845

  
**Ramon K.P. Paje**

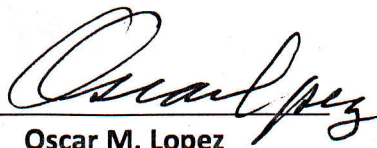
Secretary

Department of Environment and  
Natural Resources

  
**Federico R. Lopez**

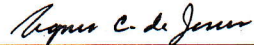
Chairman & CEO

Energy Development Corporation

  
**Oscar M. Lopez**

Chairman Emeritus, EDC & BINHI Patron

  
**Marlo D. Mendoza**  
Assistant Secretary

  
**Agnes C. De Jesus**  
Senior Vice-President

**ACKNOWLEDGMENT**

MAY 30 2011


BEFORE ME, a Notary Public for and in Taguig City, on \_\_\_\_\_,  
personally appeared:

Name	ID	Date/Place of Issue
RAMON J.P. PAJE	CTC # 20064743	02-03-2011/Quezon City
OSCAR M. LOPEZ	CTC # 26304435	02-18-2011/Pasig City
FEDERICO R. LOPEZ	CTC # 12177914	01-24-2011/Pasig City
MARLO D. MENDOZA	CTC # 10620607	03-17-2011/Quezon City
AGNES C. DE JESUS	CTC # 01291451	01-18-2011/Manila

known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement, consisting of six (6) pages, including the page on which this acknowledgement is written, signed by the Parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal, and who acknowledged to me that the same is their free and voluntary act and deed, as well as that of the entities herein represented.

WITNESS HAND AND SEAL on the day and place above-written.

Doc. No. : 293;  
Page No.: 60;  
Book No.: XII;  
Series of 2011.

  
**ATTY. OLIVER D. BAYOT**

Notary Public for the Cities of Taguig and Pasig, and  
Municipalities of San Juan and Pateros until December 31, 2012  
Appointment No. 108 (2011-2012)  
ENERGY DEVELOPMENT CORPORATION  
3rd Flr. Bldg. V Energy Center, Mamb. Road, Fort Bonifacio, Taguig City  
Roll No. 43887, May 24, 2001  
PTR No. A-1134541, January 4, 2011, Taguig City  
IBP No. 844864, January 4, 2011, Rizal / San Juan / Mandaluyong