

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and executed by and between:

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, with office address at Visayas Avenue, Diliman Quezon City, represented by its Secretary, RAMON J.P. PAJE, duly authorized for the purpose, and hereafter referred to,as the FIRST PARTY;

-and-

The PASIG RIVER REHABILITATION COMMISSION, an agency under the Department of Environment and Natural Resources, with office address at 5th Floor, Triumph Building, Quezon Avenue, Quezon City, represented therein by its Chairperson, REGINA PAZ L. LOPEZ, hereafter referred to as the SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY is the national government agency implementing the National Greening Program ("NGP") established by virtue of Executive Order 26 issued on February 24, 2011 by President Benigno S. Aquino III which seeks to grow 1.5 billion trees in 1.5 million hectares nationwide within a period of six (6) years, from 2011 to 2016;

WHEREAS, the SECOND PARTY is tasked with the preservation, rehabilitation and management of the PASIG RIVER;

WHEREAS, part of the rehabilitation of the Pasig River is the cleaning and greening of the riverbanks;

WHEREAS, incidental to the above undertaking is the greening of the Pasig River in order to make it "environment friendly" through the planting of mangroves and/or introduction of any other system that would beautify both banks of the river;

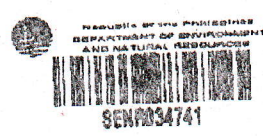
WHEREAS, the FIRST PARTY shall allow the SECOND PARTY to utilize, free - of-charge, a mangrove sanctuary such as the Las Piñas-Parañaque Critical Habitat and Eco-Tourism Area (LPPCHEA), Parañaque City, as its nursery site or any other nursery sites that are under the jurisdiction of the FIRST PARTY;

WHEREAS, the FIRST PARTY shall release to the SECOND PARTY the total project cost of PESOS: FIFTY MILLION (50,000,000.00) for the GREENING OF THE PASIG RIVER, referred to as the "PROJECT";

WHEREAS, the herein parties have agreed by way of this Memorandum of Agreement, that the FIRST PARTY shall release the above funds to the SECOND PARTY to implement the PROJECT recognizing that the latter has the capacity to undertake its implementation;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

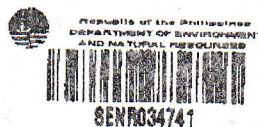
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Vertical text on the left margin: "OFFICE OF THE SECRETARY, DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, VISAYAS AVENUE, DILIMAN, QUEZON CITY" and handwritten signatures.

1. To enable the SECOND PARTY to implement the PROJECT, the FIRST PARTY shall release to the SECOND PARTY the total PROJECT cost of FIFTY MILLION PESOS (Php50,000,000.00).
2. The SECOND PARTY shall implement the PROJECT and shall prepare the Program of Works, Plans, Specification, Project Cost and Time Duration. For this purpose, the SECOND PARTY shall submit to the FIRST PARTY the approved plans for the PROJECT and other documents that will guide the SECOND PARTY in the proper implementation of the same.
3. The FIRST PARTY shall allow the SECOND PARTY to utilize, free-of-charge, a mangrove sanctuary at the Las Piñas-Parañaque Critical Habitat and Eco-Tourism Area (LPPCHEA), Parañaque City, as its nursery site or any other nursery sites that are under the jurisdiction of the FIRST PARTY.
4. The SECOND PARTY shall coordinate with the FIRST PARTY on all matters and information pertaining to the PROJECT to ensure that the same is implemented strictly in accordance with the approved plans and specifications and implementation table.
5. As implementing agency, the SECOND PARTY shall be responsible for any repair or remedial works on any portion of the PROJECT that it may incur or suffer from any defect arising from faulty project implementation due, among others, to failure to comply with the approved plans and specifications or any related document, or use of substandard or defective materials.
6. Upon completion of the PROJECT, the SECOND PARTY shall issue to the FIRST PARTY the corresponding Certificate of Completion and after the expiration of the maintenance/warranty period approved in accordance with laws, rules and regulations. The FIRST PARTY shall issue to the SECOND PARTY the corresponding Certificate of Acceptance.
7. As the implementing agency and recipient of funds for the PROJECT, the SECOND PARTY shall be fully accountable for all funds that will be released to it by the FIRST PARTY.
8. Upon approval of the MOA by the FIRST PARTY, it shall release or cause to be released such amount as necessary to start the PROJECT subject to the submission of a Work and Financial Plan consistent with NGP guidelines. It shall be taken up by the SECOND PARTY as a trust deposit in a separate checking account of the SECOND PARTY in an authorized depository bank of the National Government.
9. The SECOND PARTY shall have the following duties and responsibilities:
 - a) Disburse the funds solely for the purpose for which it is intended, subject to existing accounting and auditing laws, rules and regulations;
 - b) Submit regularly (monthly) a Liquidation Report duly verified by the COA Auditor together with a copy of the Credit Notice pursuant to COA Circular Nos. 94-013 dated December 13, 1994;
 - c) Refund any excess of unutilized amount to DENR-Cashier at the end of the PROJECT; and
 - d) Submit physical/performance report based on the Work and Financial Plan to the FIRST PARTY.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BUREAU OF ENVIRONMENTAL MANAGEMENT
OFFICE OF THE SECRETARY
1201 MARCOS AVENUE, TAGAYAYAN CITY, METRO MANILA
TEL. (02) 8865-6000
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WWW.DENR.GOV.PH



6ENR034741

10. This MOA shall become valid and binding as between the parties hereto upon its approval by the FIRST PARTY and upon the receipt of the notice of the said approval by the SECOND PARTY.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2013, Quezon City, Philippines.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

PASIG RIVER REHABILITATION COMMISSION



By:
RAMON J.P. PAJE
 Secretary
 (FIRST PARTY)

By:
REGINA PAZ L. LOPEZ
 Chairperson
 (SECOND PARTY)

SIGNED IN THE PRESENCE OF:

RICARDO L. CALDERON
 OIC Director
 Forest Management Bureau

EUGENIA A. LAGMAY
 Executive Director
 PRRC

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S

BEFORE ME, a Notary Public in and for the above jurisdiction, personally appeared

NAME	CTC No.	PLACE/DATE ISSUED
1. RAMON J.P. PAJE	<u>13934188</u>	<u>Q.C. / 1-15-13</u>
2. REGINA PAZ L. LOPEZ	<u>13920910</u>	<u>Q.C. / 1-11-13</u>

The foregoing persons who executed the foregoing Memorandum of Agreement consisting of three (3) pages, including this page on which this acknowledgement is written, signed by the parties and their witnesses on each and every page hereof, acknowledged to me that same is their free will and voluntary act and deed, and those of the institutions they represent.

WITNESS MY HAND AND SEAL, on the 11th day of March, 2013.

Doc. No. 232
 Page No. 47
 Book No. 2011
 Series of 2013

ATTY. MANUELITA L. CASPASUS-JATULAN
 NOTARY PUBLIC FOR QUEZON CITY
 UNTIL DECEMBER 31, 2013
 ROLL NO. 30451
 IBP NO. 878209, JAN 4, 2012
 PTR NO. 2013
 33 BRANCHES ST. 0318 VILL., PROJ. 1, Q.C.

Department of Environment and Natural Resources
 Quezon City
 Office of the Notary Public
 Manuelita L. Caspasus-Jatulan
 Notary Public
 Roll No. 30451
 IBP No. 878209, Jan 4, 2012
 PTR No. 2013