

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, 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, represented herein by its Secretary, **HON. RAMON J.P. PAJE**, hereinafter referred to as "**DENR**",

- and -

The **TARLAC COLLEGE OF AGRICULTURE**, a state university established and existing under the laws of the Republic of the Philippines with principal office address at Camiling, Tarlac, represented herein by its President, **DR. MAX P. GUILLERMO**, hereinafter referred to as "**TCA**",

WITNESSETH: That-

WHEREAS, His Excellency, President Benigno S. Aquino III issued Executive Order (E.O.) No. 26 on February 24, 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, E.O. No. 26 prescribes the harmonization of all greening efforts and similar initiatives of the government, private sector, LGUs and the civil society;

WHEREAS, E.O. No. 26 has mandated that all other government agencies, instrumentalities, including government-owned and controlled corporations (GOCCs), state universities and colleges (SUCs), shall provide full support and assistance to the NGP;

WHEREAS, the DENR, being the primary government agency responsible for the sustainable development and management of the country's environment and natural resources, was designated under E.O. No. 26 as the lead agency in the implementation of the NGP;

WHEREAS, DENR Memorandum Circular No. 2011-01 dated March 08, 2011 provides the guidelines and procedures in the implementation of the NGP, and identifies parameters and activities that can be undertaken by partners-implementers;

WHEREAS, aside from its strategic location and nursery facilities, TCA has an area sufficient for a clonal nursery complex and related facilities which could help the DENR in carrying-out NGP objectives and targets;

WHEREAS, the parties hereto recognize the importance of collaboration in order to achieve the objectives of the NGP, and have agreed to work together for the production of quality planting materials consistent with the objectives and requirements of their respective mandates and programs;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

ARTICLE I - ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 1. The DENR shall:

- 1.1 Provide financial support to the TCA in the amount of **Three Million and Five Hundred Thousand Pesos (PhP 3.5 Million)** for the construction of a clonal nursery complex and its related facilities, and to finance program on manpower development and related activities pertaining to clonal propagation technology;
- 1.2 Provide a mobilization fund amounting to 15% of the **PhP 3.5 Million** upon signing of the MOA and release the remaining amount in accordance with the attached approved work and financial plan for the project;
- 1.3 Provide assistance in seed-sourcing, collection, processing and storage and in the establishment of the clonal nursery complex and its related facilities;
- 1.4 Provide technical guidance in the selection or profile of species to be planted, species-matching for planting sites, propagation of selected tree species, and updates on reforestation techniques and methodologies, based on existing DENR research outputs, experiences and policies;
- 1.5 Mobilize its bureaus, attached agencies and regional offices to provide support to the TCA in the implementation of the project; and
- 1.6 Provide such other available support to help ensure the successful establishment and operation of the clonal nursery complex and its related facilities as well as the implementation of the NGP.

Section 2. To implement the roles and responsibilities of the DENR, the Regional Office concerned may undertake the following:

- 2.1 Provide technical assistance in nursery operation within its respective jurisdiction;
- 2.2 Determine the number and type/species of seedlings to be produced in its respective localities or jurisdiction;
- 2.3 Identify and select areas and sites for planting;
- 2.4 Be primarily responsible for the preparation of selected sites for planting in its locality or jurisdiction;
- 2.5 Monitor and evaluate the progress of this project;
- 2.6 Ascertain that these undertakings are done in accordance with DENR policies; and
- 2.7 Enter into other related-activities to achieve the objectives of the NGP.

Section 3. The TCA shall:

- 3.1 Manage the funds for the establishment of the clonal nursery complex and its related facilities, to include ramet/hedge gardens and seed storage/seed banking;
- 3.2 Propose the specific area or site within TCA where the clonal nursery complex and its related facilities shall be established, subject to the approval of the DENR-Regional Executive Director (RED) concerned;
- 3.3 Oversee the establishment, maintenance and operation of the clonal nursery complex and its related facilities;
- 3.4 Be responsible for the production of quality planting materials for the NGP;
- 3.5 Provide DENR representatives access to the proposed/identified site for the clonal nursery complex and its related facilities;
- 3.6 Provide for water system, electricity, airconditioning unit and other necessary equipment;
- 3.7 Designate a Project Management Office and assign staff to manage and coordinate with the DENR in the implementation of this project;
- 3.8 Provide the DENR an accounting report on the use and disbursement of the fund; and
- 3.9 Using its network and in coordination with the DENR, assist in the distribution and outplanting of planting materials raised in the clonal nursery complex.

Section 4. Both PARTIES shall:

- 4.1 Formulate a monitoring and evaluation scheme to assess the progress of this undertaking;
- 4.2 Share information on best practices and research findings to further improve the quality of planting materials; and
- 4.3 Provide overall guidance in the implementation of the project.

ARTICLE II - EFFECTIVITY

- Section 5.** This Agreement shall take effect upon signing hereof by the parties and shall remain in force for the duration of the project unless otherwise revoked or cancelled. The parties, upon mutual written consent, may modify, amend or supplement this MOA.

ARTICLE III - PENALTY CLAUSE

- Section 6.** In case of failure of TCA to undertake activities as stipulated in the approved Work and Financial Plan for this project, TCA shall be liable to return to DENR in cash whatever amount released.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 7. The authorship of any data worth publishing shall be shared by the parties involved in the project.

Section 8. Separability. If any provision contained herein be declared invalid, illegal or unenforceable in any respect under applicable laws, rules and regulations, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

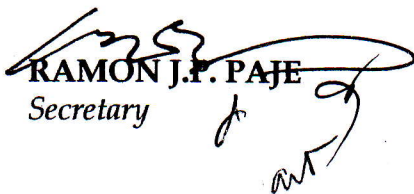
IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____ 2012 at _____, Philippines.

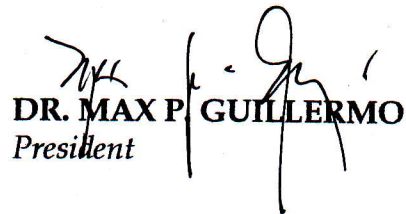
**DEPARTMENT OF
ENVIRONMENT AND NATURAL
RESOURCES**

**TARLAC COLLEGE OF
AGRICULTURE**

By:

By:


RAMON J.F. PAJE
Secretary


DR. MAX P. GUILLERMO
President




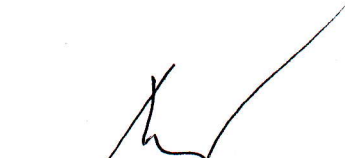
REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENRO33536

SIGNED IN THE PRESENCE OF:


MARCIAL C. AMARO, JR.
Director
Ecosystems Research and
Development Bureau


ARISTEO A. HERNANDEZ
Professor and Coordinator
National Greening Program
Tarlac College of Agriculture

ACKNOWLEDGEMENT


BEFORE ME, A NOTARY PUBLIC for and in the above jurisdiction, on this _____ day of SEP 20 2012, 2012, personally appeared the following:

Name	CTC No.	Date and Place Issued
RAMON J. P. PAJE	3213610	01-10-12, Quezon City, Philippines
MAX P. GUILLERMO	05194135	01-19-12, Sta Ignacia, Tarlac

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

This instrument consisting of five (5) pages, including this page on which the Acknowledgement is written, has been signed by the parties and their instrumental witnesses on each and every page thereof and refers to a Memorandum of Agreement.

WITNESS MY HAND AND SEAL, on the date and place first above written.


NOTARY PUBLIC
CESAR M. SOTERO
NOTARY PUBLIC
UNTIL DEC. 31.20_____
PTR No. _____
IBP No. _____
ROLL No. 19321

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