

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) entered into by and between:

The **MITSUBISHI MOTORS PHILIPPINES CORPORATION (MMPC)**, an automotive company duly authorized and existing under the laws of the Republic of the Philippines, with business address at No. 1 Auto Park Avenue, Greenfield Automotive Park, Special Economic Zone, Sta Rosa, Laguna, herein represented by its President and CEO **YOSHIAKI KATO**, and hereinafter referred to as "**MMPC**".

and

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** through the Foreign Assisted and Special Projects Office, a government entity with Office address at DENR compound, Visayas Avenue, Diliman, Quezon City, herein represented by Secretary **REGINA PAZ L. LOPEZ**, and hereinafter referred to as the "**DENR**".

### WITNESSETH, THAT:

**WHEREAS**, the Mitsubishi Motors Philippine Corporation (MMPC) is a corporation commits to protecting and preserving the natural environment and to promoting the health, safety and security of our people, our customers, suppliers, contractor and general public;

**WHEREAS**, the MMPC as part of its Corporate Social Responsibility Program (CSR) has agreed to collaborate with the DENR in identifying and implementing project to address environmental concerns particularly to program of the Sustainable Integrated Area Development such as the establishment of mangrove or bamboo plantation project per site and per phase basis ranging between 20 to 25 hectares up to a total of 100 hectares within four (4) to five (5) years period;

**WHEREAS**, the DENR is the primary government agency responsible for the conservation, development, protection and utilization of the country's natural resources for the benefits of the present and future generations;

**WHEREAS**, the DENR recognizes the significant role of public and private sectors and community partnership in achieving a cleaner, safer and healthier environment;

**WHEREAS**, the DENR recognizes the importance of collaboration to achieve the objectives of the Sustainable Integrated Area Development (SIAD).

**NOW, THEREFORE,** for and in consideration of the foregoing premises and the mutual covenants herein set forth the Parties hereby stipulated and agree as follows

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

**The DENR shall:**

1. Identify and delineate the area per site and per phase basis ranging between 20 to 25 hectares up to a total of 100 hectares within four (4) to five (5) years period which shall be mutually agreed upon;
2. Provide focal person for each identified area for plantation;
3. Provide the necessary technical assistance in nursery operation/ procurement of planting materials, plantation establishment and plantation maintenance and protection;
4. Determine the mode of plantation establishment, protection and maintenance of the bamboo/mangrove areas established under this MOA (e.g. contract with people's organization, social mobilization, etc.)
5. Conduct regular monitoring of the established plantation in coordination with MMPC;
6. Provide accomplishment/progress report to MMPC
7. Takeover the maintenance and protection of established plantations after its turn-over to DENR.

**The MMPC shall:**

1. Concur the planting sites recommended by DENR for the plantation establishment as mutually agreed upon;
2. Allocate funds for the various activities such as site preparation, seedling production or procurement of seedlings including the maintenance and protection of the established plantations and the surrounding and adjacent areas of the plantations;
3. Together with DENR, conduct monitoring and evaluation of progress of this undertakings.

**ARTICLE II  
AMMENDMENTS AND MODIFICATION OF THE AGREEMENT**

No modifications of this MOA or any part of the Agreement or consent to deviate therefrom shall be valid, unless such variation or modification is in writing and has been signed by both Parties, and such variation, modification, or consent shall be valid only for a specific case and for the purpose for which and the extent to which it was made or given

**ARTICLE III  
TERMINATION**

Each party may terminate this Agreement with cause by giving the other party thirty (30) days prior notice of its intention to do so.


**ARTICLE IV  
DISPUTE RESOLUTION**

In the event of any dispute or controversy arising out of or relating to the Agreement, the Parties may agree to exercise their best efforts to resolve the dispute as soon as possible. In the event that the Parties cannot by exercise of their best efforts resolve the dispute, they shall submit their differences for Arbitration pursuant to Republic Act 9285 or the Alternative Dispute Resolution Law.

During the arbitration, implementation works shall not be stopped except for such works as may be the subject matter of the arbitration, or is directly affected thereby.

**IN WITNESS WHEREOF**, the parties hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2017, Quezon City, Philippines

DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES

  
**REGINA PAZ L. LOPEZ**  
Secretary

Date: \_\_\_\_\_


MITSUBISHI MOTORS  
PHILIPPINES CORPORATION

  
**YOSHIAKI KATO**  
President and CEO

Date: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

  
**ATTY. JONAS R. LEONES**  
Undersecretary

  
**RENATO S. LAMPANO**  
VP for Business  
Planning & Public Relations