

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement (Agreement)** made and entered into this 5th day of AUGUST 2019 in DENR QUEZON CITY, Philippines, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, a government entity created and existing by virtue of the laws of the Republic of the Philippines, represented in this agreement by its Secretary, **ROY A. CIMATU**, with office address at Visayas Avenue, Diliman, Quezon City, hereinafter referred to as "DENR";

And

The **NATIONAL IRRIGATION ADMINISTRATION**, a government-owned and controlled corporation with office address at National Government Center, EDSA, Diliman, Quezon City, represented in this agreement by its Administrator, **GEN RICARDO R VISAYA (Ret)**, hereinafter referred to as "NIA".

WITNESSETH

WHEREAS, the DENR, by virtue of Executive Order No. 192, is the primary agency responsible for the conservation, management, development and proper use of the country's environment and natural resources, including forest land and watersheds;

WHEREAS, the NIA, created under Republic Act (RA) No. 3601, is primarily responsible for the development and management of irrigation throughout the country;

WHEREAS, the Forest Management Bureau (FMB) created by virtue of Executive Order (EO) No. 192, is responsible in recommending policies and/or programs for the effective protection, development, occupancy, management and conservation of forest lands and watersheds, including grazing and mangrove areas, reforestation and rehabilitation of critically denuded/degraded forest reservations.

WHEREAS, the FMB shall serve as focal agency for watershed management;

WHEREAS, Critical watershed, as defined under Presidential Decree No. 705 otherwise known as the Revised Forest Code of the Philippines as amended, is a drainage area of a river system supporting existing and proposed hydro-electric power and irrigation systems needing immediate rehabilitation as it is being subjected to a fast denudation causing accelerated erosion and destructive floods. It is closed from logging until it is fully rehabilitated;

WHEREAS, the DENR issued Memorandum Circular No. 2008-05 providing the guidelines in the preparation of Integrated watershed Management Plans of all watersheds in the Philippines regardless of their classification, size, use and administrative jurisdiction;

WHEREAS, the issuance of DMC 2008-05 enables the harmonization and adoption of the concept of Watershed Ecosystem Management (WEM) from ridge to reef approach including vulnerability assessment. This is an initiative that serves as stepping stone towards the sustainable management of our watersheds. The policy includes watershed delineation and characterization cum vulnerability assessment which are important processes in the preparation of an Integrated Watershed Management;

WHEREAS, a Memorandum of Agreement (MOA) was executed between DENR & NIA in June 17, 2002 for purposes of effective management and development of the 143 watersheds supporting National Irrigation Systems;

WHEREAS, by virtue of the issuance of DMC 2008-05, there is a need to establish and delineate anew the respective responsibilities of the DENR and NIA over watersheds and reservations, for purposes of effective management and development of programs and projects and for the sustainable existence of irrigation systems within said areas necessitating the act of amending the June 17, 2002 MOA to give effect to the changes introduced in DMC 2008-05;

WHEREAS, additional areas identified and to be identified by NIA as critical watersheds supporting National Irrigation Systems (NIS) shall also be managed, developed and protected under this MOA;

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree to the following:

Article I AREAS AND RESPONSIBILITY

A. The DENR and FMB shall:

1. Provide watershed and forest management tools and standards and maintain database for planning, decision-making, and monitoring purposes in accordance with the watershed and ecosystem approach and sustainable forest management principles;
2. Assist NIA in the identification and prioritization of watersheds with proposed/existing irrigation projects including development and rehabilitation works;
3. Lead in the preparation, formulation and implementation of Integrated Watershed Management Plans and Programs related to the management, protection, development and rehabilitation of watersheds and reservations;
4. Facilitate the issuance of appropriate DENR permits and clearances necessary for the protection & development of watersheds and reservations, subject to existing laws, rules and regulations;

5. Issue deputation orders to qualified NIA field officers/personnel as Environment and Natural Resources Officers, in accordance with existing forestry laws, rules and regulations;
6. Confiscate and take custody of forest products illegally cut, harvested or collected from said watersheds, and file appropriate charges in court and dispose of the same in accordance with existing forestry laws, rules and regulations;
7. Organize Multi-Sectoral Watershed Management Councils (WMC) to provide oversight functions on watershed management planning and implementation; and

B. The NIA shall:

1. Identify in coordination with DENR and FMB, priority watersheds and reservations supporting irrigation projects requiring immediate rehabilitation and development;
2. In collaboration with the DENR and other concerned agencies and instrumentalities, NIA will identify and recommend priority areas for rehabilitation within the watersheds and reservations;
3. Secure appropriate environment clearances and permits from the DENR/field offices as necessary for the protection and development of watersheds and reservations;
4. Assist the DENR, through the regional offices, in the preparation, formulation and implementation of Integrated Watershed Management Plans and programs related to the management, protection, development and rehabilitation of watersheds and reservations; and
5. Recommend qualified NIA field officers/personnel to be deputized by the DENR as Environment and Natural Resources Officers, in accordance with existing forestry laws, rules and regulations.

Article II JOINT RESPONSIBILITIES

The DENR and NIA shall have the following joint undertakings within the subject watershed areas:

1. Enforcement of forestry laws, rules and regulations;
2. Census management and control of watershed communities;
3. Share available watershed information that would enhance the watershed management capabilities of all parties;

4. Delineate the **critical watersheds** supporting National Irrigation Systems using the ridge to reef **approach** indicating the location of the irrigation dams and its drainage area;
5. Undertake with concerned agencies, information, education and communication campaigns to create awareness and appreciation among the populace on the importance of forest resources and watersheds;
6. Undertake in coordination with other concerned agencies/institutions, the conduct of studies and/or Research & Development (R&D) on watershed technology generation and application;
7. Initiate mechanism for sourcing of funds from international and local funding institutions for the development and rehabilitation including maintenance of identified priority watersheds and reservations; and
8. The parties shall jointly draft the guidelines for the implementation of this MOA upon approval.

Article III SETTLEMENT OF DISPUTES

The parties agree to exert their best efforts to settle amongst themselves any conflict, controversy, issue or dispute which may arise from the interpretation or application of this Agreement during its effectivity.

In case the parties fail to reach an amicable settlement through their own efforts, all conflicts, controversies, issues or disputes between the parties arising from the interpretation or application of this agreement shall be resolved through Mediation under Republic Act No. 9285 otherwise known as "Alternative Dispute Resolution Act of 2004".

Article IV AMMENDMENT

This Agreement may be revised, amended or modified only upon mutual agreement and approval of the Parties through written instrument duly executed and signed.


Article V SEPARABILITY

This Agreement must not be in conflict with existing laws, legal orders, procedures or rules and regulations; otherwise, the pertinent provision/s in violation or in conflict with said existing laws, legal orders, procedures or rules and regulations will be void. If any provision of this agreement is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.


**Article VI
EFFECTIVITY**

This agreement shall take effect immediately upon the signing hereof and shall remain enforced unless and until terminated and/or modified by mutual consent by the Parties for a valid cause. Termination of this Agreement shall be without prejudice to any ongoing activities previously started or formalized before its termination.

IN WITNESS WHEREOF, the parties have affixed their respective signature on this ____ day of _____ 2019 at _____.

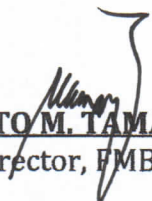


GEN ROY A. CIMATU (Ret)
Secretary
Department of Environment
and Natural Resources

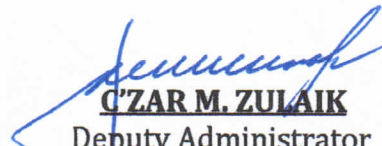


GEN RICARDO R. VISAYA (Ret)
Administrator
National Irrigation Administration

WITNESSES:



NONITO M. TAMAYO, CESO IV
Director, FMB-DENR



C'ZAR M. ZULAIK
Deputy Administrator
For Engineering and Operations

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S.

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

<u>NAME</u>	<u>GOVERNMENT-ISSUED ID</u>	<u>DATE/PLACE ISSUED</u>
GEN ROY A. CIMATU (Ret)	D 0007591 A	AUGUST 14, 2017 / DFA MANILA
GEN RICARDO R VISAYA (Ret)	P6455179A	17 MARCH 2018 / DFA MANILA


Known to me and to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their true act and voluntary deed and that of the entities, which they respectively represent.

This instrument, denominated as a Memorandum of Agreement by and among the Department of Environment and Natural Resources and the National Irrigation Administration, consist of six (6) pages including this page where this acknowledgment is written, and has been signed by the parties and their instrumental witnesses on each and every page thereof.

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

NOTARY PUBLIC

Doc. No. 20 :
Page No. 4 :
Book NO. I :
Series of 2019


MARTY P. CACHAPERO
Notary Public for Quezon City
Until December 31, 2020
IBP Lifetime Member No. 014596
Adm. Matter No. NP-207 (2019-2020)
Roll No. 56107