

MEMORANDUM OF AGREEMENT

Mangrove Reforestation Project

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into and executed by and among:

The **EASTERN VISAYAS STATE UNIVERSITY CARIGARA CAMPUS**, a government agency duly created under the laws of the Republic of the Philippines, with office address at Brgy. Barugohay Norte Carigara, Leyte, herein represented by **DR. MA. SOCORRO F MAZO**, herein referred to as **EVSU CARIGARA CAMPUS**;

FELICISIMO B. BOLIVAR et. al, of legal age, married and a resident of Brgy. Bagacay, San Miguel Leyte, hereinafter referred to as **Beneficiary**;

The **Municipal Government of San Miguel, Leyte**, a government agency duly created under the laws of the Republic of the Philippines, herein represented by **HON. PROSPERO Q. BRAZIL**, Municipal Mayor, herein referred to as the **Local Government Unit**.

WITNESSETH

WHEREAS, the Bureau of Fisheries and Aquatic Resources is mandated to protect and conserve our coastal and fisheries resources by virtue of the Philippine Fisheries Code of 1998, otherwise known as Republic Act No. 8550;

WHEREAS, Executive Order No. 26 signed by President Benigno C. Aquino III for the implementation of the National Greening Program (NGP) which aims to plant 1.5 billion trees covering about 1.5 million hectares for a period of six (6) years from 2011 to 2016 to include mangrove and protected areas in Eastern Visayas;

WHEREAS, the BFAR has launched the Mangrove Reforestation Project in order to mitigate the ill effects of climate change and protect the fisherfolk who have been identified as one of the most vulnerable communities to climate change;

WHEREAS, BFAR recognizes the primacy and authority of the Local Government Units (LGUs) in the management of its resources;

WHEREAS, the Municipal LGU of San Miguel Leyte, consults with its Municipal Fisheries and Aquatic Resources Management Council (MFARMC) in the formulation of policies and implementation of projects that would impact on the lives of its municipal fisherfolk;

WHEREAS, the LGU and the MFARMC, through their own initiative, proposed to undertake mangrove reforestation in their area in order to protect the lives of the fisherfolks and the integrity of their coastal areas.

NOW, THEREFORE, and in consideration of the above premises, all parties hereby mutually agree to undertake a Mangrove Reforestation Project under the following terms and conditions:

ARTICLE I.

FUNCTIONS/RESPONSIBILITIES OF CONTRACTING PARTIES

1. EASTERN VISAYAS STATE UNIVERSITY CARIGARA CAMPUS shall:

- 1.1 Establish the Guidelines for the Mangrove Reforestation Project;
- 1.2 Coordinate with the Municipal Local Government of San Miguel, Leyte in the identification of potential barangays for mangrove reforestation with the use of a Global Positioning System (GPS) device to pinpoint the exact location, total area and determine the total number of mangrove propagules to be planted.
- 1.3 Draft a sketch map of the mangrove reforestation project site.
- 1.4 Conduct an orientation to the LGU Officials and the Beneficiaries to inform them of the Project details;
- 1.4 Regularly monitor the reforestation project to ensure the survival and sustainability of the mangrove plants as well as maintain the database of the Mangrove Reforestation Project that coincides with the records of the LGU and the Beneficiary;
- 1.5 Regularly disburse the payment to the Project Beneficiary depending on his accomplishment. EVSU Carigara Campus will pay the beneficiary Php 1.50 for every propagule and Php 2.00 for every planted mangrove propagule using a distance of one and a-half meter by two meters (1.5m x 2.0m) plus the bamboo stake (1" wide and 1 meter long). Such payment shall be made one month after the date of planting and after inspection by the LGU and EVSU Carigara Campus representatives.
- 1.6 Pay the beneficiaries another Php 2.50 after the first year for every viable mangrove as an additional incentive and as a reward for the maintenance of the project.
- 1.7 Award appropriate aquaculture projects to the beneficiary as a supplementary motivation to properly manage the mangrove reforestation site after the duration of this project.
- 1.8 Turn-over the full management of the project to the LGU of San Miguel, Leyte after the duration of this project.

2. Local Government Unit of San Miguel Leyte shall:

- 2.1 Coordinate with EVSU Carigara Campus in the identification of potential barangays for mangrove reforestation with the use of a Global Positioning System (GPS) device to pinpoint the exact location, total area and determine the total number of mangrove propagules to be planted.

2.2 Assign a Fishery Technician who will regularly monitor and manage the project;

2.3 Extend the necessary assistance to the MFARMC in all of its resource conservation projects especially the Mangrove Reforestation Project;

2.4 Assist in the information, education and communication campaign on mangrove reforestation and other coastal resource management (CRM) activities;

2.5 Ensure that the Project Beneficiary is a registered fisherfolk;

2.6 Assist the Beneficiary in sourcing out appropriate mangrove propagules in the event that there is a shortage in the municipality;

2.7 Maintain a record of the mangrove Reforestation Project operations, submit Monitoring Reports and a Final Report after the expiration of the Project.

2.8 Incorporate the mangrove reforestation project in the functional municipal Coastal Resource Management (CRM) Plan and integrate in the Annual Investment Plan to ensure the sustainability of the project.

3. The Project Beneficiary shall:

3.1 Enroll himself in the Municipal Fisherfolk Registration System (MFRS) of BFAR;

3.2 Participate in the Mangrove Reforestation Project Orientation that will be conducted and all other meetings that will be done in connection with the Project;

3.3 Implement a family based approach in mangrove reforestation, provide manpower requirement and involve women in his family in the Project;

3.4 Reforest an area of up to one fourth (1/4) of a hectare or plant 750 pieces mangrove propagules;

3.5 Be the supplier and planter of the propagules and receive payment from EVSU Carigara Campus amounting to Php 1.50 for the supply of every propagule and Php 2.00 for every planted mangrove propagule plus the bamboo stake (1" wide and 1 meter long) to secure the propagule. Such payment shall be made one month after the date of planting and after inspection by the LGU and EVSU Carigara Campus representatives.

3.6 Plant each propagule using a distance of one and a half by two meters (1.5m x 2m).

3.7 Receive another Php 2.50 incentive after the first year as an additional incentive for every viable mangrove.

3.8 Maintain a journal on the status of his mangrove reforestation and submit copy of the same to the Office of the Municipal Agriculturist for consolidation;

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3.9 Allow EVSU Carigara Campus and its representatives to monitor and inspect his mangrove reforestation area;

3.10 Secure and protect the mangroves from damage and replace damaged ones;

3.11 Be responsible for the maintenance and upkeep of his area and ensure the survival of the mangroves even after the Project period.

ARTICLE II DURATION OF THE PROJECT

This Project shall be implemented for a period of two (2) years.

ARTICLE III FORCE MAJEURE

1. If either Party is temporarily unable by reason of force majeure, to meet any of its obligations under this Agreement, and if such Party gives to the other party written notice of the event within fifteen (15) days after its occurrence, such obligations of the party shall be suspended for as long as the inability continue.

2. Neither party shall be liable to the other parties for loss or damages by reasons of force majeure or delays arising from such event.

3. The term 'force majeure' as employed herein shall mean acts of public enemy, wars, earthquakes, storms, lightning, tidal waves, typhoons, washouts, civil disturbances, explosions and other similar events, beyond the control of either party.

ARTICLE IV AMENDMENT

Any amendment to the terms and conditions of this Agreement may be effected by written proposal by any of the parties hereto and submitted to the other for approval/acceptance prior to the execution thereof.

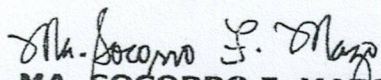
ARTICLE V EFFECTIVITY

This Agreement shall take effect immediately upon signing of the parties. The parties hereby agree to abide all the regulations and responsibilities set forth, otherwise, will cause the rescission of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2012 in _____.

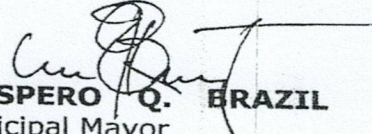
**EASTERN VISAYAS STATE
UNIVERSITY CARIGARA
CAMPUS**

BY:

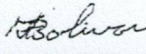

DR. MA. SOCORRO F. MAZO
Campus Director

LOCAL GOVERNMENT UNIT

BY:


HON. PROSPERO Q. BRAZIL
Municipal Mayor

BENEFICIARY:


FELICISIMO B. BOLIVAR ET. AL

SIGNED IN THE PRESENCE OF:

GAUDENCIO S. FERNANDEZ
Project Coordinator


FRANCISCO A. PAJARES, JR.
Municipal Agriculturist

ACKNOWLEDGEMENT

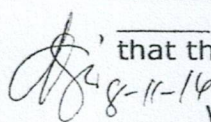
Republic of the Philippines)
)s.s.

BEFORE ME, a Notary Public for and in
_____, Philippines, this _____ day of
_____ 20____ personally appeared:

Identification Cards/CTC Presented

- 1 **DR. MA. SOCORRO F. MAZO** _____
- 2 **HON. PROSPERO Q. BRAZIL** _____
- 3 **FELICISIMO B. BOLIVAR** _____

All known to me and to me known as the same persons who executed the foregoing MEMORANDUM OF AGREEMENT consisting of _____ (____) pages including this page and they acknowledge to me that the same is their true and voluntary act and deed.

 8-11-14
WITNESS, MY HAND AND SEAL, in the date and at the place, first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____

NOTARY PUBLIC