



Republic of the Philippines
Department of Environment and Natural Resources
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DENR Administrative Order
No. 2002- 02

JAN 03 2002

SUBJECT : Establishment and Management of Community-Based Program in Protected Areas

Pursuant to Republic Act No. 7586, otherwise known as the National Integrated Protected Areas Act (NIPAS Act) as implemented by DAO No. 25 series 1992, requiring a management planning strategy of protected areas and providing protection to qualified tenured migrant communities and interested indigenous people; and, EO No. 263 entitled "Adopting Community-Based Forest Management as the National Strategy to Ensure the Sustainable Development of the Country's Forestlands Resources and Providing Mechanisms for its Implementation", this Administrative Order is hereby promulgated:

Section 1. Basic Policy. It is the basic policy of the Department to promote the conservation of biodiversity and sustainable development in protected areas and buffer zones in order to maintain essential ecological processes and life support systems which will enhance peoples' capacity to sustain human life and development, as well as plant and animal life.

Towards this end, it is the policy of the Department to provide qualified tenured migrant communities and interested indigenous people within protected areas, tenure over established Community-Based Program areas, provided that the activities to be undertaken are consistent with the Protected Area Management Plan.

Section 2. Definition of Terms. As used in this Order, the following shall mean:

- a) **Integrated Protected Area Fund** – a trust fund established for purposes of financing projects of the National Integrated Protected Areas System in relation to Section 12 hereof.
- b) **People's Organization** – a group of qualified tenured migrant communities and/or interested indigenous peoples which may be an association, cooperative, federation, or other entity, consciously established to undertake collective action to address community concerns and needs and mutually share the benefits of the Community Based Program.
- c) **Protected Area Management Board (PAMB)** – a multi-sectoral body created in each protected area vested with powers to decide the allocations for budget, approve proposals for funding and decide matters relating to planning, peripheral protection and general administration of the protected area in accordance with the general management strategy, among others.
- d) **Protected Area Management Plan** – refers either to the Initial Protected Area Plan or the General Management Planning Strategy, prepared for each protected area which contains management issues, strategies, land and resource use prescriptions and activities.

- e) **Qualified Tenured Migrant Communities** – group of persons who after the survey of the protected area occupants verified to have been actually and continuously occupying a portion of the protected area for a period of at least five (5) years before the establishment of the same as such in accordance with the NIPAS Act and are solely dependent therein for subsistence. For initial components of the National Integrated Protected Areas System (NIPAS) the reckoning period of 5 years shall be June 1, 1992 and for additional sites for inclusion in the NIPAS, the reckoning period shall be from the issuance of the Presidential Proclamation establishing the site as a protected area.
- f) **Prior vested rights** – acknowledged and valid claims, prerogatives, or ownership over land or natural resources existing before the passage of the NIPAS Act for the initial components of the NIPAS and before the Presidential Proclamation for the additional sites for inclusion in the NIPAS to which one is entitled to by reason of a previously existing law, contract, permit or tradition.

Section 3. Scope and Coverage. This Order establishes the Community Based Program (CBP) which shall provide the opportunity to organized tenured migrant communities and interested indigenous peoples to manage, develop, utilize, conserve and protect the resources in designated CBP area, subject to prior vested rights, with activities consistent with the Protected Area Management Plan. The CBP areas, including its management zones, resource and land uses, shall be consistent with the Protected Area Management Plan.

Section 4. Procedure on the CBP implementation. The CBP shall have the following stages:

4.1 Preparatory stage. This shall include information, education campaign, institutional linkage with Local Government Units and other stakeholders and, identification of CBP areas.

4.2 People's organization formation and diagnostic stage. This shall include the application of qualified tenured migrant communities and/or interested indigenous people to participate in the CBP, community appraisal and formation and issuance of the tenurial instrument. The tenured migrant communities shall be registered with the Security and Exchange Commission or Cooperative Development Authority or other recognized agency which registers an organization. Only the organized tenured migrant communities and indigenous people are qualified to participate in the CBP.

4.3 Planning stage. This shall include the preparation of the Community Resource Management Plan (CRMP) by qualified organized tenured migrant communities and/or interested indigenous people.

4.4 Implementation stage. This shall include the implementation and management of planned activities specified in the CRMP.

The CBP shall be implemented by the PAMB through the Protected Area Superintendent (PASu) and in coordination with the concerned Community Environment Natural Resources Officers (CENROs).

Section 5. Tenurial instrument. The tenurial instrument, which shall be called Protected Area Community-Based Resource Management Agreement (PACBRMA), shall be issued to the People's Organization after completion of all the requirements enumerated below. The Agreement shall have a duration of twenty-five (25) years and renewable for another 25 years. Annex 1 is the prescribed format of the PACBRMA which shall be strictly followed.

The requirements for the application, processing, approval and amendments on the prescribed format of the Agreement shall be done as follows:

5.1 Requirements for Application. The following requirements shall be submitted to the PASu:

5.1.1 Qualified Tenured Migrant Communities

1. Accomplished application form
2. Certificate of Registration
3. List of officers
4. List of members, including address and complete name of spouse, if any, and certified by PAMB as qualified tenured migrants; and,
5. Resolution from the members of the People's Organization allowing its president or head to file the application for PACBRMA

5.1.2 Interested Indigenous People

1. Accomplished application form;
2. Certification from the National Commission of Indigenous People (NCIP) as recognized indigenous people staying in the protected area;
3. List of council of elders or other similar indigenous governing body in the area;
4. List of names of the indigenous people; and,
5. Proof of consent from the council of elders or other similar indigenous governing body of their interest to apply for the PACBRMA.

5.2 Processing of application. The PASu, within thirty (30) working days upon receipt of the application form and other requirements, shall evaluate the application of the People's Organization/indigenous people, reflect its CBP area on the CBP map and endorse it to the PAMB. The PAMB-CBP Committee, within thirty (30) working days upon receipt of the documents, shall convene and discuss with the concerned People's Organization/ indigenous people the terms and conditions of the Agreement.

5.3 Approving authority. The PAMB shall endorse the tenurial instrument, through a resolution, to the Regional Executive Director (RED). PACBRMAs with areas not exceeding 15,000 ha. shall be approved by the RED. PACBRMAs with areas more than 15,000 ha. shall be approved by the Secretary.

5.4 Amendments to the PACBRMA. Any amendment, deletion or addition to the herein prescribed format shall be sent to the Director of the Protected Areas and Wildlife Bureau (PAWB), thru the DENR-Regional Executive Director. The Director of PAWB shall review the proposed amendment/s and shall make the necessary recommendation to the Secretary.

Section 6. Preparation of the Community Resource Management Plan. The Community Resource Management Plan (CRMP) describes the communities' long term vision, aspirations, commitment and strategies for protection, rehabilitation, development and sustainable utilization of the resources within protected area.

After the approval of the PACBRMA, the People's Organization/indigenous people shall prepare the CRMP with the assistance of the PASu, or in his absence, the concerned CENRO. The CRMP shall be consistent with the existing Protected Area Management Plan and other relevant policies, rules and regulations. The procedure on the preparation of the CRMP is specified in the Manual on the Establishment and Management of Community Based Program in Protected Areas. The CRMP shall be affirmed by the PAMB and cleared by the Secretary prior to its implementation.

Section 7. Technical Assistance. The DENR, LGU and other concerned organizations shall extend to the People's Organizations/Indigenous peoples technical assistance which shall, among others, include necessary inputs and trainings.

Section 8. Monitoring and Evaluation. The PAWB and the Regional Office, shall undertake periodic monitoring and evaluation on the Implementation of the CBP. The PAMB, through the PASu and in coordination with the concerned CENRO, shall monitor the compliance with the terms and conditions of the PACBRMA Holder.

Section 9. Termination or Cancellation of the PACBRMA. The grounds for termination or cancellation of the Agreement shall be as follows:

- a) Failure of the PACBRMA Holder to comply with the terms and conditions of the Agreement within a period of six months, after being notified in writing by the PAMB or authorized representative of the DENR about the neglect or violation;
- b) Serious and continued violation of natural resources laws, rules and regulations;
- c) Reclassification of the land allowing settlers' privileges greater than what is offered under the program, such as when the land becomes alienable and disposable;
- d) Conversion of the CBP area or portions thereof, to other uses not authorized in the Protected Area Management Plan;
- e) When the national interest so requires as determined by the DENR Secretary.

During the investigation of any of the aforementioned grounds or in the interest of the protected area, the Secretary may suspend the agreement pending his review and the proponents compliance with the NIPAS Act.

After complying with the minimum requirements of procedural due process, the PAMB, upon recommendation of its CBP committee or any investigation committee created for the purpose, may in turn recommend to the Regional Executive Director or the Secretary, as the case may be, cancellation/amendment of any PACBRMA. In such case, all improvements and development in the area shall revert to the jurisdiction of the protected area.

Section 10. Creation of the PAMB-CBP Committee. A PAMB-CBP Committee shall be created to handle all matters relating to the Community Based Program. The members of the Committee shall be appointed by the concerned Regional Executive Director.

Section 11. Manual on the Establishment and Management of Community Based Program in Protected Areas. The Manual on the Establishment and Management of Community Based Program in Protected Areas shall be prepared by the Protected Areas and Wildlife Bureau. Any change/s in the Manual by the Director of PAWB may be subject to the approval of the Secretary.

Section 12. Fund Allocation. The Regional Offices shall allocate the necessary fund for the implementation of this Order. All fees to be collected by the DENR from the CBP implementation shall accrue to the Integrated Protected Area Fund and a portion of which may be utilized in CBP activities, such as but not limited to rehabilitation, protection and other activities, in accordance with RA 7586.

Section 13. Transitory Provisions. Upon the effectivity of this Order, all existing Community-Based Forest Management Agreements (CBFMAs) issued inside NIPAS declared protected areas and their buffer zones with existing PAMBs, shall be placed under the management of the aforementioned concerned PAMB. The concerned DENR officer shall coordinate with the PAMB and the PASu for the effective implementation and monitoring of all existing CBFMAs.

Section 14. Separability Clause. If any part or section of this Order is held invalid, all other provisions, parts or sections not affected thereby shall remain valid.

Section 15. Repealing Clause. This Administrative Order modifies DAO No. 96-29 or the Rules and Regulations for the implementation of Executive Order No. 263, otherwise known as the Community-Based Forest Management Strategy in so far as protected areas are concerned, and repeals DAO No. 2000-44 and amend certain provisions of DAO 96-29. All other orders, memoranda and circulars which are inconsistent herewith are likewise revoked or amended accordingly.

Section 16. Effectivity. This Order shall take effect 15 days after publication in a newspaper of national circulation.



HEHERSON T. ALVAREZ
Secretary

PUBLICATION :

TODAY - APRIL 03 , 2002

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OFFICE OF THE REGIONAL EXECUTIVE DIRECTOR
REGIONAL OFFICE NO. _____

Name of Protected Area

PROTECTED AREA COMMUNITY-BASED RESOURCE MANAGEMENT AGREEMENT
PACBRMA NO. _____

Name of PACBRMA Holder (People's Organization)

Location of CBP Area/s: (Purok/Sitio, Bgy, Municipality, Province)

This AGREEMENT made and entered into by and between:

The Department of Environment and Natural Resources, for and in behalf of the Republic of the Philippines, herein represented by its _____ with Office address at _____ and hereinafter referred to as the DENR;

- and -

The Name of People's Organization herein represented by its Chairman/President, with address at _____ and hereinafter referred to as the PACBRMA Holder.

WITNESSETH

WHEREAS, the DENR has the authority and jurisdiction over all protected areas in the country;

WHEREAS, the DENR promotes the conservation and sustainable development of biodiversity in protected areas and its buffer zones through sustainable development;

WHEREAS, the Protected Area Community Based Resource Management Agreement (PACBRMA), in accordance with the provisions of Republic Act No. 7586, Executive Order No. 263 and DAO No. 2002-C2, is the tenurial instrument being awarded to (a) people's organizations whose members are qualified tenured migrants, and, (b) interested indigenous people who opt to participate in the community based projects within protected areas;

WHEREAS, the Community Based Program (CBP) shall be implemented in the sustainable-use zones, multiple-use zones and/or buffer zones as defined under DENR Administrative Order No. 25, Series of 1992, which are within the boundaries and/or periphery of the (Name of Protected Area) proclaimed under Presidential Proclamation No. _____/Republic Act. _____ and included in the National Integrated Protected Area System;

WHEREAS, the PACBRMA shall include the following components: (a) rehabilitation/restoration; (b) habitat protection; (c) conservation of resources; (d) development of alternative livelihood opportunities not necessarily dependent on forest resources; (e) sustainability of renewable resources being developed and utilized; and, (f) other activities that may be identified in the future and consistent with the Community Resource Management Plan (CRMP) of the area; and in conformity with the Initial Protected Area Plan, subject to revision upon approval of the General Management Plan of the concerned protected area;

WHEREAS, the Protected Area Management Board of (Name of Protected Area) endorses the PACBRMA of (Name of People's Organization) with attached specifications of the designated CBP area, through PAMB Resolution No. _____ dated _____.

NOW THEREFORE, for and in consideration of the foregoing premises, the DENR shall allow the development and management of (size of land in hectares in words and figures) in (Name of Protected Area) situated in Sitio _____, Barangay _____, Municipality of _____, Province of _____ with technical description and approved map which form an integral part of this PACBRMA No. _____, herein referred to as CBP area which is within the (zone), subject to valid and existing vested rights, existing laws, policies, rules and regulations and Protected Area Management Plan of the protected area, under the following terms and conditions:

1. PRIVILEGES OF THE CBRMA-PA HOLDER

The CBRMA-PA Holder shall have the following privileges under this Agreement:

- 1.1 Use of the areas over the period covered under this Agreement subject also to the terms and conditions stipulated in this Agreement and RA 7586;

- 1.2 Participate in the decision making process involving the development of the area and the allocation of resources;
- 1.3 Allocate the entire or portion of the area to members without creating any vested right therein and subject to revocation by the PAMB to regulate the use and sustainably manage the resource therein;
- 1.4 Develop the area allocated, subject to RA 7586 and other existing laws, rules and regulations;
- 1.5 Have preferential access to all available assistance provided by DENR in the preparation and implementation of the CRMP;
- 1.7 Receive all or portion of income and proceeds from the sustainable utilization of resources within the area; and,
- 1.8 Be informed of and consulted on projects to be implemented in the area,

2. OBLIGATIONS OF PARTIES

2.1 The DENR shall:

- 2.1.1 Grant exclusive rights to occupy and use the designated CBP area covered by this PACBRMA, subject to prior rights and existing laws, rules and regulations, whether local or national, and those by the concerned Protected Area Management Board (PAMB). Provided that the use of the products therein by the community shall have the prior concurrence of the PAMB and the PAWB Director.
- 2.1.2 Provide technical assistance to the PACBRMA Holder as part of the DENR regular operations, more particularly in the conduct of resource assessment, inventory, preparation, updating and sourcing of funding assistance, among others for the effective implementation of the CRMP;
- 2.1.3 Deputize PACBRMA members as Deputy Environment and Natural Resources Officers upon the request of the concerned People's Organization and/or PACBRMA Holder pursuant to existing laws, rules and regulations;
- 2.1.4 Inform and consult concerned PACBRMA Holder on projects to be implemented in its designated area; and,
- 2.1.5 In collaboration with the PAMB, monitor and evaluate on a periodic basis the implementation of the CBP and its compliance with the terms and conditions set thereof in this Agreement.

2.2 The CBRMA-Holder shall

- 2.2.1 Immediately assume responsibility for the protection of the entire CBP area against illegal activities under Republic Act No. 7586 and other related environmental laws;
- 2.2.2 Observe all duly promulgated laws, rules and regulations pertaining to protected areas management and other related environmental laws;
- 2.2.3 Prepare and implement the CRMP with the assistance of the DENR through the Protected Area Superintendent Office, CENRO, PAMB and concerned offices/agencies, consistent with the Protected Area Management Plan and other relevant policies;
- 2.2.4 Formulate and implement an agreed equitable benefit-sharing scheme/s among its members;
- 2.2.5 Pay the required charges and other imposed resource use fees which shall accrue to the Integrated Protected Area Fund;

2.2.6 With the concurrence of the Secretary, enter into an agreement with government entities and civil society for developmental activities endorsed by the PAMB and consistent with the Protected Area Management Plan and the CRMP, and;

2.2.7 May execute an assignment, designation or allocation only among its individual members, families or groups, thereof, who are likewise qualified tenured migrants under the Republic Act No. 7586. All such assignments, designation or allocation shall, however, be subject to this PACBRMA and must comply with all pertinent environmental laws, rules and regulations.

3. OTHER CONDITIONS

3.1 The DENR shall give exclusive rights to the PACBRMA Holder in obtaining the permit to extract, utilize and dispose any allowed non-timber forest products such as but not limited to rattan, bamboo, vine, fruit, and tannin and timber from trees planted by the Holders themselves that are found within CBP area, other than those covered by the CRMP, subject to prior rights and existing laws, rules and regulations. Provided that no cutting of naturally-grown trees shall be allowed.

3.2 All rights, interests and activities of the PACBRMA Holder within the CBP areas shall be governed by the principles of biodiversity conservation and sustainable development. Members and agents of the PACBRMA Holder shall avoid unnecessary loitering in areas outside the CBP area.

3.3 All plans, policies and guidelines affecting the CBP areas subsequent to the signing of this Agreement shall be mutually developed by the contracting parties with the endorsement of PAMB;

3.4 In the event that the terms and conditions of the PACBRMA should be modified or this Agreement be rescinded in part or in whole, in the interest of the public, general welfare, biodiversity protection and sustainable development, the PACBRMA Holder shall be entitled to just compensation equivalent to the value of all improvements introduced therein such as plants, soil and water conservation measures provided, however, that there should be no fault and/or negligence on the part of either both parties. The affected participants shall then be entitled to harvest and/or remove such improvements consistent with existing policies.

4. DURATION OF THE AGREEMENT

This Agreement shall have a term of twenty-five (25) years counted from the date this instrument is executed and notarized and be eligible for renewal thereafter for an additional twenty-five (25) years subject to the endorsement of the PAMB and upon compliance by the PACBRMA Holder with the terms and conditions of this Agreement, and pertinent laws, rules and regulations.

5. RESOLUTION OF DISPUTES

Any dispute among the parties, arising from or related to the provisions of this Agreement shall be settled by arbitration, through an investigation or by such other mode as may be directed by the Secretary or the PAMB.

6. TERMINATION AND AMENDMENT OF PACBRMA

This Agreement may be terminated or cancelled based on any of the following grounds:

- a) Failure of the PACBRMA Holder to comply with the terms and conditions of the Agreement within a period of six months, after being notified in writing by the PAMB or authorized representative of the DENR about the neglect or violation;
- b) Serious and continued violation of natural resources laws, rules and regulations;

- c) Reclassification of the land allowing settlers' privileges greater than what is offered under the program, such as when the land becomes alienable and disposable;
- d) Conversion of the CBP area or portions thereof, to other uses not authorized in the Protected Area Management Plan;
- e) When the national interest so requires as determined by the DENR Secretary

During the investigation of any of the aforementioned grounds, or in the interest of the protected area, the Secretary may suspend the agreement pending his review and the proponents compliance with the NIPAS Act.

After complying with the minimum requirements of procedural due process, the PAMB, upon recommendation of its CBP committee or any investigation committee created for the purpose, may in turn recommend to the Regional Executive Director or the Secretary, as the case may be, cancellation/amendment of any PACBRMA. In such case, all improvements and development in the area shall revert to the jurisdiction of the protected area.

7. FORCE MAJEURE

In cases of force majeure affecting the performance of the PACBRMA Holder, the latter shall give notice to the DENR within thirty (30) days from the occurrence of such event, including a statement describing the force majeure and its effect upon the PACBRMA Holder's ability to perform the conditions of this Agreement. The parties shall then meet discussing the actions to be taken within ten (10) days after such notice, as provided under existing laws, rules and regulations.

8. PENALTY CLAUSE

In the event of default in any of the above undertaking by the PACBRMA Holder, nothing herein shall preclude the DENR from resorting to such judicial remedies, civil or criminal, to which it is entitled under existing laws.

NOW THEREFORE, the Parties hereby signify their agreement to the foregoing provisions by affixing their signature hereunder on this _____ day of _____ in _____, Republic of the Philippines.

FOR THE DENR:

FOR THE PACBRMA HOLDER:

WITNESSES:

_____ **PAMB Representative**

_____ **PENRO/CENRO**