

PAWB TECHNICAL BULLETIN
NO. 2013-05

SUBJECT: DENR-LGU-LANDOWNER MEMORANDUM OF AGREEMENT TEMPLATE
(Caves and Cave Resources Conservation, Management and Protection)

To standardize the provisions of the DENR-LGU-LANDOWNER Memorandum of Agreement for the conservation, management, protection of caves and cave resources outside NIPAS sites, attached is a template agreement for guidance and implementation of all Regional Offices.



THERESA MUNDITA S. LIM
Director

MEMORANDUM OF AGREEMENT

(Caves and Cave Resources Conservation, Management and Protection)

KNOW ALL MEN BY THESE PRESENTS

This **AGREEMENT** is made and entered into on _____ by:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES REGION _____**, with Office address at _____, represented by its Regional Executive Director _____ hereinafter referred to as the “**DENR**”;

-and-

The **LOCAL GOVERNMENT UNIT** of the city/municipality of _____, Province of _____ with Office address at _____ represented by its Local Chief Executive, Hon. _____, as authorized by the Sanguniang Bayan (SB)/ Panglungsod (SP) through SB/SP Resolution No. _____ on _____ dated _____ hereinafter referred to as the “**LGU**”.

-and-

_____, of legal age, single/married, with residence address at _____, hereinafter referred to as the “**Landowner**”.

WITNESSETH

WHEREAS, it is the policy of the State to conserve, protect and manage caves and cave resources as part of the country's natural wealth;

WHEREAS, caves and cave resources as are owned by the State, whether the entrance to the cave is located in private or public land;

WHEREAS, the DENR is the lead agency tasked to implement the provisions of Republic Act No. 9072 otherwise known as the "National Caves and Cave Resources Management and Protection Act" or “Cave Act” in coordination with the Department of Tourism, the National Museum, the National Historical Commission of the Philippines, the Department of Interior and Local Government and concerned LGUs for specific caves;

WHEREAS, the DENR is authorized to enter into an agreement with the LGU for the preservation, development and management of cave or caves, **specifically Class 2 and 3**, located in the territorial jurisdiction of such LGU;

WHEREAS, the LGU share with the national government the responsibility in the management and maintenance of ecological balance within their territorial jurisdiction, subject to Republic Act No. 7160 or the "Local Government Code of 1991" and national policies;

WHEREAS, under DENR Administrative Order No. 2003-29 or the "Implementing Rules and Regulations of the National Caves and Cave Resources Management and Protection Act (Republic Act No. 9072)", the Landowner may enter into a tripartite agreement with the **DENR** and the **LGU** for the conservation, management and protection of caves and cave resources, accessible through the Landowner's property;

WHEREAS, the Landowner is the absolute owner of a parcel of land covered by Transfer Certificate of Title (TCT) No. _____ situated in [*insert complete address*], and within the territorial jurisdiction of the LGU, where an entrance to the [*insert name of cave*] may be found;

WHEREAS, the DENR, the LGU and Landowner have manifested their interest and willingness to enter into this Tripartite Agreement;

WHEREAS, all Parties agree on the sharing of duties and responsibilities and accountabilities for the common goal of preservation, development and management of a specific cave;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the parties agree on the following:

A. OBJECTIVE OF THIS AGREEMENT

This Agreement is entered into by DENR, LGU and xxxxxxxx for the purpose of implementing the management plan of a certain cave located within the territorial jurisdiction of the LGU, subject to valid and existing rights, applicable laws, policies, rules and regulations.

B. COVERAGE

This Agreement covers (name of cave) _____, which is Class _____, listed in DMC No. _____, and located in Barangay _____, City/Municipality of _____, Province of _____.

C. RESPONSIBILITIES OF PARTIES INVOLVED

The DENR shall:

- 1.1 Regulate the collection and removal of cave resources in Class III cave prior to suitable clearance from PAWB, LGU, and/ or National Museum;
- 1.2 In general, provide trainings and other related services to ensure the effective protection, development and management of the subject caves;
- 1.3 Subject to availability of funds and through the Regional Office, prepare annual or quarterly plan to support tasks to protect, develop and manage the subject caves;
- 1.4 Upon request, provide technical assistance to the LGU on the implementation of the Cave Management Plan;
- 1.5 Monitor the implementation of the Cave Management Plan, and oversee the implementation of this Agreement;
- 1.6 Deputize the Cave Protection Enforcement Officers (CPEOs) from locally-based non-government organizations (NGOs), peoples' organizations (POs) and other volunteers in accordance with existing rules and regulations; and,
- 1.7 [*Insert here other specific DENR responsibilities as appropriate under the circumstances of each case.*]

2. The LGU shall:

- 2.1 Appoint a City/Municipal Environment and Natural Resources Officer who shall assume the tasks and functions of this Agreement including the implementation of the Cave Management Plan of xxxxxxxxxxxxxxxxx;
- 2.2 Provide manpower and financial resources for the protection, conservation and management of the subject cave;
- 2.3 Where appropriate, integrate the caves management plan in the land use, development, investment and revenue plans of the City/Municipality;
- 2.4 Enact the necessary ordinances, rules and regulations consistent with national policies in support of the co-management of the subject caves;
- 2.5 Raise awareness among its constituents on the importance of conservation, protection and sustainable use of caves and cave resources;
- 2.6 Encourage and promote the participation of the private sector and entrepreneurs in the implementation of the Cave Management Plan and subsequent management/development plans especially those ventures that are related to agriculture and nature-based ecotourism;
- 2.7 Actively participate in the implementation of the Cave Management, Protection and Conservation Program within its territorial jurisdiction;
- 2.8 In general, provide such other resources and services that will ensure the effective conservation, protection and management of the subject cave; and,
- 2.9 *[Insert here other specific provision as appropriate under the circumstances of each case like assigning staff to be designated as CPEOs, etc.]*

3. The Landowner shall:

- 3.1 Ensure that persons who will utilize the subject cave and/or its resources possess the required permits and/or clearances from the DENR and, where applicable, from other government agencies;
- 3.2 Lead in the implementation of the Cave Management Plan with respect to the xxxxxxxxxxxxxxxxxxxxxxxxx cave;
- 3.3 Assist in the protection and conservation of the subject cave;
- 3.4 Immediately report to the LGU and the DENR violations of the Caves Act which involve the subject cave;
- 3.5 Provide the necessary assistance in the filing and prosecution of cases against persons that violate cave laws, rules and regulations;
- 3.6 In general, provide such other resources and services that will ensure the effective conservation, protection and management of the subject caves.
- 3.7 *[Insert here other specific provisions as appropriate under the circumstances of each case like agreed sharing scheme, be deputized as CPEO, etc.]*

E. GENERAL PROVISIONS

1. Within fifteen (15) working days following approval of this Agreement, the Sangguniang Panglungsod/Bayan, shall enact an ordinance imposing entrance fees and other charges for the utilization of the subject caves, and creating a special account in its general fund for the income derived by the LGU from the subject caves which is to be utilized for the maintenance, improvement, protection, monitoring, staff capacity building, and other related expenses of the subject cave. The Ordinance shall be reviewed annually by the Regional Cave Committee and updated every three (3) years by the Sangguniang Panglungsod/ Bayan, if appropriate.
2. Fees charged by the DENR shall accrue to the General Fund.

F. DURATION OF THE AGREEMENT

This Agreement shall take effect immediately upon signing and remain in force for a period of five (5) years. Prior to its expiration, the Agreement may be renewed for another five (5) years subject to the favorable endorsement of the concerned Regional Cave Committee and upon compliance by the LGU with the terms and conditions of this Agreement as well as the applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures this _____ at _____.

**DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES REGION _____**

**CITY/MUNICIPALITY OF
_____**

By:

By:

Regional Executive Director

City/Municipal Mayor

Land-owner

WITNESSETH BY:

ACKNOWLEDGMENT

BEFORE ME, this _____ day of _____ in _____, Philippines,
personally appeared:

_____ Passport No. _____ Issued at _____ Valid until _____	_____ Passport No. _____ Issued at _____ Valid until _____
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Both known to me as the same person who executed the foregoing Cave Co-management Agreement and exhibited to me their respective Philippine Passports as indicated below their names and acknowledged to me that the same is their voluntary act and deed and free act of the entities which they respectively represent.

Notary Public

Doc No. ___
Page No. ___
Book No. ___
Series of 201___