



MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into on this 23rd day of June 2017 by and between:

The **ENVIRONMENTAL MANAGEMENT BUREAU - MIMAROPA REGION** of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, a government agency created by virtue of the laws of the Philippines, with office address at 1515 L & S Bldg. DENR by the Bay, Cor. Pedro Gil and Roxas Blvd, Ermita Manila, represented by its OIC, Regional Director, **ENGR. MARIA SOCORRO A. ABU**, and hereinafter referred to as "**DENR-EMB MIMAROPA REGION**";

The **MUNICIPAL GOVERNMENT OF ODIONGAN**, a local government unit created by virtue of laws of the Philippines, with office address at ODIONGAN represented by its Mayor, **HON. TRINA ALEJANDRA Q. FIRMALO-FABIC**, herein related to as "**MUNICIPAL GOVERNMENT OF ODIONGAN**".

-and-

The **ROMBLON STATE UNIVERSITY (RSU)**, a duly organized academic institution, and existing under the laws of The Republic of the Philippines, represented by its President, **DR. ARNULFO F. DE LUNA, PhD** with address in Brgy. Liwanag, Odiongan, Romblon is hereinafter referred to as the "**DONOR-PARTNER**";

WITNESSETH, that:

WHEREAS, the Parties adhere to the objective of Republic Act (RA) 9275 otherwise known as The Philippine Clean Water Act of 2004 wherein the State shall pursue a policy of economic growth in a manner consistent with the protection, preservation and revival of the quality of our fresh, brackish and marine waters. To achieve this objective, the framework for sustainable development shall be pursued. As such, one of the policies of the State is to encourage civil society and other sectors, particularly labor, the academe and business/industry undertaking environmental-related activities in their efforts to organize, educate and motivate the people in addressing pertinent environmental issues and problems at the local and national levels.

WHEREAS, The DENR launches Adopt – An-Estero/Water Body Program as a strategy to promote active participation of the public and private sectors in the protection of water bodies.

WHEREAS, the DENR, being mandated to be the primary agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources has set-up several bureaus and offices that will focus in carrying out the said mandate in their respective areas of concerns;

WHEREAS, the Environmental Management Bureau (EMB) is one of the bureaus of the DENR mandated to restore, protect and enhance environmental quality towards good public health, environmental integrity and economic viability and implement several environment-related laws;

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 Donor Partners are committed in protecting and preserving the natural environment, and promoting the health, safety and security of its clientele, employees and the general public;

WHEREAS, the Donor Partner desires to assist the government agencies in the environmental improvement of **Bangon River** located in Odiongan.

WHEREAS, the Parties recognizing the value of working together and uniting to provide a healthy, clean and safe environment, acknowledge and agree to pursue the environmental improvement of **BANGON RIVER** located in Odiongan, in accordance with this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the herein-below provisions, the Parties hereby agree and stipulate the following:

A. GENERAL UNDERTAKINGS

1. The Parties agree to develop a comprehensive program intended to mitigate pollution at the **Bangon River** located in Odiongan.
2. The Parties agree to implement the Program in **Bangon River** located in Odiongan.
3. The Parties agree to coordinate with each other during the term of this Agreement and participate in regular planning and implementation meetings with the view of reviewing and evaluating the implementation of the Program.
4. During the effectivity of this Agreement, the Parties agree to determine the necessity of, and to the extent possible, plan for, dredging and desilting of the rivers, introduction of interventions such as phyto-remediation thru constructed wetlands, planting of bamboo and other plant species along the river banks, rip-rapping or coco-matting, construction and greening of linear parks.

B. RESPONSIBILITIES OF THE ENVIRONMENTAL MANAGEMENT BUREAU MIMAROPA REGION. The EMB MIMAROPA REGION shall:

1. Intensify monitoring of industrial/commercial establishments, and undertake regular water quality monitoring of selected points along the **Bangon River** located in Odiongan, to determine improvements in water quality;
2. Through its Environmental Monitoring and Enforcement Division (EMED) particularly its Ambient Monitoring Section ensure that measures to be applied to mitigate pollution along the **Bangon River** located in Odiongan are harmonized and consistent with the overall initiative of the DENR in improving the quality of water bodies in the country
3. Through its Solid Waste Management Section and in coordination with EMB-National Solid Waste Management Commission (NSWMC) Secretariat further technically assist in establishing the appropriate Materials Recovery Facility/System in the concerned barangay;
4. Through EMB- Pollution Adjudication Board Secretariat, facilitate actions against violators of Republic Act No. 9003 (Ecological Solid Waste Management Act) and Republic act No. 9275 (Clean Water Act);
5. Through its Environmental Education and Information Section, assist in the conduct of community social preparation and other educational activities for key leaders and stake holder groups in the areas;
6. Undertake other activities as required to meet the objectives, and would be in the best interest of the Program.

C. RESPONSIBILITIES OF DONOR PARTNERS: Donor Partner shall;

1. Within a period of one (1) month from execution of this Agreement, cause the immediate surface clean-up and recommend engineering solutions;
2. Assist in the information and education campaigns and community mobilization activities of the DENR- EMB MIMAROPA and LOCAL GOVERNMENT UNIT – Odiongan to foster harmonious relationships with and solicit the community participation, cooperation and support for the Program;
3. Assist the DENR- EMB MIMAROPA in training community leaders in (a) solid waste management(b) water quality management and (b) mobilizing their fellow residents to implement the Environmental Improvement Program; and
4. Coordinate with local government units, relevant government agencies, advocacy partners, and the affected communities in order to streamline efforts and ensure the smooth flow of the Program.

D. LOCAL GOVERNMENT UNIT –ODIONGAN: Municipal Government Of Odiongan, shall:

1. Ensure regular collection of segregated wastes at respective barangays and the vicinities;
2. Ensure that concerned barangay chairpersons effectively implement solid waste management programs at the barangay level;
3. Ensure the active participation of homeowners' associations and other community-based organizations within the barangays towards the achievement of program objectives;
4. Assist the DENR- EMB MIMAROPA in training community leaders in (a) solid waste management(b) water quality management and (b) mobilizing their fellow residents to implement the Environmental Improvement Program;
5. Undertake other activities as would be in the best interest of the program.

E. REPRESENTATIONS AND WARRANTIES.

1. The DENR-EMB MIMAROPA represents and warrants that:
 - a. It has the requisite capacity to enter into, and perform all of, its undertakings under this Agreement and all transactions contemplated herein.
 - b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid and binding agreements.
 - c. The execution, delivery and performance of this Agreement do not constitute a breach of or a default under, or conflict with any national or local law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.
2. The Donor Partner represents and warrants that:
 - a. A corporation/academe/organization organized and existing in accordance with the laws of the Republic of the Philippines and has the requisite capacity to enter into and perform all of its undertakings under this Agreement and all transactions contemplated herein.

- b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.
- c. The execution, delivery and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national or local law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.

F. REPORTING REQUIREMENTS.

All Parties concerned shall submit monthly Status Report of implementation to the Office of the DENR Secretary.

G. MISCELLANEOUS.

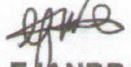
1. **TERM.** This Agreement shall be effective immediately upon its execution and shall remain in force until the Donor Partners request through a written letter the termination of its validity.
2. **AMENDMENT OF THE AGREEMENT.** The Parties herein shall not be precluded from amending this Agreement during the period of its validity upon the request of any of them on such terms and conditions as may be mutually agreed upon. Such modifications must be reduced to writing and signed by both Parties.
3. **MERGER AND SEVERABILITY.** The Agreement shall contain the entire agreement and understanding between the Parties with respect to the subject matter herein. The Agreement shall not be modified, amended, nor any part waived, without a fully executed agreement, signed by both Parties. If a court of competent jurisdiction determines any portion of the Agreement to be invalid, such portion only shall be severed and the remaining portions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives has signed this Agreement on the date stated above.

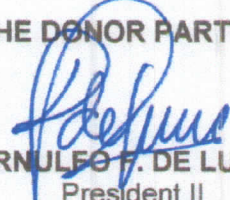
**DENR-ENVIRONMENTAL MANAGEMENT
BUREAU MIMAROPA REGION**


ENGR. MARIA SOCORRO A. ABU
OIC, Regional Director

MUNICIPAL GOVERNMENT OF ODIONGAN

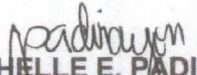

HON. TRINA ALEJANDRA Q. FIRMALO-FABIO
Mayor

THE DONOR PARTNER


DR. ARNULFO F. DE LUNA, PhD
President II
ROMBLON STATE UNIVERSITY

Signed in the presence of:

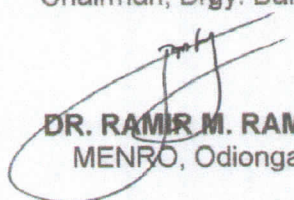

JOSE L. SAMINO, JR.
OIC-EMS, Romblon


ROCHELLE E. PADIRAYON
Focal, Adopt-an-Estero/Water Body Program


HON. JOEL F. FALOGME
Chairman, Brgy. Budiong


HON. OXIMAR M. MAGTUBA
Chairman, Brgy. Bangon


HON. ADRIAN F. FORNAL
Chairman, Brgy. Mayha


DR. RAMIR M. RAMOS
MENRO, Odiongan

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA CITY) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this AUG 16 2017 day of _____ 2017, personally appeared:

NAME	CTC No.	ISSUED ON	ISSUED AT
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All known to me and to me known to be the same persons who executed the foregoing Service Agreement and acknowledged to me that the same is their own free and voluntary act and deed, including that of the corporations/academe/organization they respectively represent.

This Agreement, which consists of six (6) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and place first above-written.

Doc. No. 290
Page No. 88
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Series of 2017

ATTY. JOSELYN BONNIE V. VALEROS
NOTARY PUBLIC, ROLL NO. 54515
PTR No. 5821828 issued on: Dec. 27, 2016 Until Dec. 31, 2017
JEP LNo. No. 723963 issued on: Aug. 21, 2007
Commission No. 2016-009 issued on: April 06, 2016, Until Dec. 31, 2017
SICL No. Y-0622298 issued on June 14, 2016 Valid until April 14, 2019
Office Add: Imperial Bayfront Tower, 1842 A. Mabini, Manila