

**MEMORANDUM OF UNDERSTANDING**


KNOWN TO ALL MEN BY THESE PRESENTS:

The **VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700, and converted into a university by virtue of R.A. 9158 and 9437, with principal office at Baybay City, Leyte, duly represented by the University President and ViCARP RRDC Chairperson, **Dr. JOSE L. BACUSMO**, hereinafter referred to as **VSU/VICARP**;


-and-

The **Municipality of Surallah**, a local government unit established and existing under the laws and regulations of the Republic of the Philippines, with office address at Municipal Building, Surallah, South Cotabato, represented by **Hon. ROMULO O. SOLIVIO SR.**, Municipal Mayor, hereinafter referred to as **LGU SURALLAH**;

**WITNESSETH:**




**WHEREAS**, Section 3 of the Local Government Code (RA 7160) specifically mandates Local Government Units to share with the national government the responsibility for the management and maintenance of ecological balance within their territorial jurisdiction;



**WHEREAS**, the Department of Environment and Natural Resources (DENR) through Department Administrative Order No. 1992-30 has devolved certain functions of the DENR to the Local Government Units, among them is forest management, specifically the management of communal forests, small watershed areas, and community forestry projects;

**WHEREAS**, the Municipality of Surallah, South Cotabato is currently implementing the Co-Management Agreement entered into by and between DENR Region 12 and LGU Surallah signed last February 23, 2009;

**WHEREAS**, the Institute of Tropical Ecology (ITE) of the Visayas State University supports and promotes community-based projects that are anchored with rational management and protection of our natural environment and resources including the promotion of the Rainforestation Farming technology;



**WHEREAS**, the Institute of Tropical Ecology, Visayas State University has been advocating Rainforestation Farming technology as a national strategy for forest rehabilitation and biodiversity conservation under the University's regular extension project;

**WHEREAS**, the Local Government Unit of the Municipality of Surallah had shown enthusiasm and interest to adopt the Rainforestation Farming System in their efforts to reforest its co-management areas to increase water production, improve water quality, provide alternative livelihood to nearby residents, and conserve biodiversity in the area;

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES,** the parties hereto hereby stipulate the following conditions:

**I. ROLE OF VSU/VICARP**

The **VSU/VICARP** shall:

- 1.1 Provide technical assistance on the promotion of sustainable development and biodiversity conservation in general and the Rainforestation Farming technology in particular through capability building activities, expert advice and regular field visits;
- 1.2 Provide initial materials, such as seedlings (at cost) and expert advice on Rainforestation farm establishment, maintenance and monitoring of planted fruit trees and forest trees;
- 1.3 Provide technical advice to participating people's organizations and the LGU SURALLAH on policy and institutional strengthening, and in marketing and post harvesting of produce from the Rainforestation farms being developed;
- 1.4 Coordinate with non-government organizations operating in the Municipality of Surallah for complementation of related projects and activities being implemented;
- 1.5 Encourage Ph.D., M.Sc. and undergraduate students to do concomitant research within newly developed Rainforestation farms with the insurance that the data collected are jointly owned and utilized by both parties;
- 1.6 Provide the necessary Information, Education, Communication (IEC), advocacy, and policy support in the conduct of activities under this Memorandum of Understanding;
- 1.7 Undertake related activities as the VSU/VICARP and LGU SURALLAH may request provided that written approval by the President of the Visayas State University or his duly authorized representative is given.

**II. ROLE OF LGU SURALLAH**

The **LGU SURALLAH** shall:

- 2.1 Issue an Executive Order creating a Co-Management TWG, whose main task is to formulate and implement the Co-Management Plan and subsequently collaborate with the VSU/VICARP in facilitating the development of Rainforestation Farms in the proposed co-management areas;
- 2.2 Assist participating people's organizations in Rainforestation farm development and management by providing the necessary extension services and other logistical support;
- 2.3 Designate/or appoint an Action Officer whose function among others, shall be to serve as focal person in the implementation of the Co-management Plan and promotion of the Rainforestation Farming System. The remuneration, administrative control, and incidental expenses incurred by said officer, including the staff if any, shall be the responsibility of the LGU SURALLAH;

- 2.4 Allow Ph.D., M.Sc. and undergraduate students of the VSU/VICARP to do research within newly developed Reforestation farms after a Mayor's Permit is obtained with a written permission from landowners and/or people's organizations that may be involved;
- 2.5 Allocate an initial amount of ONE HUNDRED AND FIFTY THOUSAND PESOS (P150, 000.00) from the Municipal Development Fund in CY 2010 for the activities to be conducted pursuant to the goals and objectives of the Co-Management Plan and this Memorandum of Understanding, including the transportation expenses (i.e. bus and other means of transportation) of the experts, from the VSU/VICARP who will provide the technical assistance and the cost of seedlings; and
- 2.6 Facilitate the integration of the Co-Management Plan in the Municipal Development Plan with the promotion of the Reforestation Farming System as a major component.

#### FINAL PROVISION

Failure on the part of either party concerned to follow or abide by the provisions stipulated herein shall be deemed sufficient ground to revoke this Memorandum of Understanding.


This MOU shall take effect upon the signing hereof and may be amended, altered, modified or supplemented only by written agreement of all the parties.


**IN WITNESS WHEREOF**, the parties hereto have hereinto set their hands this 11<sup>th</sup> day of January 2010 at the Visayas State University, Baybay City, Philippines.

**VISAYAS STATE UNIVERSITY**  
Baybay City, Leyte


**LOCAL GOVERNMENT UNIT OF  
SURALLAH**  
Surallah, South Cotabato


By:

  
**DR. JOSE L. BACUSMO**  
VSU President and RNDCC Chairman  
Visca, Baybay City  
R.C. No. \_\_\_\_\_  
Issued on \_\_\_\_\_  
Issued at \_\_\_\_\_

  
**Hon. ROMULO O. SOLIVIO SR.**  
Local Chief Executive  
Municipality of Surallah, South Cotabato  
R.C. No. 04487264  
Issued on 1-04-10  
Issued at Surallah, So. Cot.

Signed in the presence of:

  
**DR. MARIA JULIET C. CENIZA**  
Director  
Institute of Tropical Ecology,  
Visayas State University,  
Visca, Baybay City, Leyte

  
**HON. HERNANY G. REGALADO**  
SB Member and Chairman  
Committee on Environment  
Local Government of Surallah  
South Cotabato

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF LEYTE ) S.S.  
CITY OF BAYBABY )

BEFORE ME, this 11 day of January 2010 at Baybay City, personally appeared the following:

	Comm. Tax Cert. No.	Date and Place Issued
Dr. JOSE L. BACUSMO	<u>12565669</u>	<u>9-06-08 @ Baybay City, Leyte</u>
Hon. ROMULO O. SOLIVIO SR.	<u>02087261</u>	<u>1-02-10 @ Samar North, Sr. Col.</u>

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

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



GLORIOSA M. CAYUNDA GUINOCAY  
 Notary Public, M.C.  
 UNTIL DEC 31, 2010  
 PTR NO. 2032279-1/5/09  
 IBP NO. 743125-12/17/08  
 MCLE COMPL. NO. 11-0014009  
 ROLL NO. 42328

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