



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City
Tel Nos. 929-6626 to 29; 929-6633 to 35
929-7041 to 43; 929-6252; 929-1669
Website: <http://www.denr.gov.ph> E-mail: web@denr.gov.ph

MEMORANDUM

TO : **THE DIRECTORS**
Biodiversity Management Bureau
Ecosystems Research and Development Bureau
Environmental Management Bureau
Forest Management Bureau
Land Management Bureau
Mines and Geosciences Bureau

FROM : **Chief of Staff and Undersecretary for Attached Agencies**

SUBJECT : **DRAFT MEMORANDUM OF AGREEMENT (MOA) BY AND AMONG NCIP, DILG, DENR, TESDA AND CDA IN RESPONSE TO THE CHALLENGES IN FOOD SECURITY FOR INDIGENOUS PEOPLES (IPs)**

DATE : JAN 22 2021

This refers to the attached draft Memorandum of Agreement (MOA) by and among National Commission on Indigenous Peoples (NCIP), Department of the Interior and Local Government (DILG), Technical Education and Skills Development Authority (TESDA) and Cooperative Development Authority (CDA), which aims to consolidate, unify and promote complementation of support services under the whole-of-nation approach in addressing the challenge of food security for the Indigenous Peoples.

The MOA was referred to the Director, Legal Affairs Service for review, comment and recommendation. In his Memorandum dated December 18, 2020, received by this Office on January 12, 2021, the Director recommended that the same be referred to your respective offices for further comment and recommendation.

In this regard, we are forwarding the draft MOA for your review, comment and recommendation in accordance with existing laws, rules and regulations. Kindly submit your inputs the soonest possible time for consideration of this office.


RODOLFO C. GARCIA

MEMO NO.2021-57

Let's Go Green!!!



Republic of the Philippines
OFFICE OF THE SECRETARY
Elliptical Road, Diliman
1100 Quezon City

July 9, 2020

ROY A. CIMATU
Secretary
Department of Environment and Natural Resources
Visayas Avenue, Diliman
Quezon City

Attention: Undersecretary Jim O. Sampulna, CESO III

Dear Secretary Cimat:

Currently, there are eight (8) million hectares of ancestral domains with 1.3 million of Indigenous Peoples (IPs) living in these areas that have remained to be untapped, idle and underutilized with vast lands for food production. The IPs living in these areas are considered one of the poorest and most marginalized sectors of Philippine society, experiencing food insecurity and low skilled, and need government assistance.

In response to the challenge of food security for the IPs, the Department of Agriculture drafted a Memorandum of Agreement (MOA) with other concerned Agencies to consolidate, unify and promote complementation of support services under the whole-of-nation approach.

In line with this, may we ask your good Office to review and provide comments and inputs for the improvement of the said MOA (attached).

We appreciate receiving your comments on or before August 15, 2020 via email thru epdsd.bafe@gmail.com. Should you have any queries, kindly contact Engr. Maria Evic C. Panganiban thru Tel. No. 8-941-8151 of this DA-Bureau of Agricultural and Fisheries Engineering (BAFE).

Thank you,


WILLIAM D. DAR, PhD
Secretary

Attached: a/s

DEPARTMENT OF AGRICULTURE
In replying pls cite this code
For Signature: 8-07-20-8232
Received : 07/15/2020 10:47 AM

A food-secure Philippines
with prosperous farmers and fisherfolk



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

National Commission on Indigenous Peoples, a National Government Agency of the Republic of the Philippines, with an address at 6th and 7th Floor, Sunnymete I.T. Building, Quezon Avenue, Quezon City, represented herein by its Chairman, **ALLEN A. CAPUYAN**, hereinafter referred to as the **NCIP** ;

-and-

Department of Agriculture, a National Government Agency of the Republic of the Philippines, with an address at Elliptical Road, Vasra, Quezon City, Philippines, represented herein by its Secretary, **WILLIAM D. DAR** , hereinafter referred to as the **DA**;

- and -

Department of Interior and Local Government , a National Government Agency of the Republic of the Philippines, with an address at DILG-NAPOLCOM Center, EDSA, corner Quezon Avenue, West Triangle, Quezon City, Philippines, represented herein by its Secretary, **EDUARDO M. AÑO**, hereinafter referred to as the **DILG**;

-and-

Department of Environment and Natural Resources, a National Government Agency of the Republic of the Philippines, with an address at Visayas Avenue, Diliman, Quezon City, Philippines, represented herein by its Secretary, **ROY A. CIMATU**, hereinafter referred to as the **DENR**;

-and-

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY, a national agency of the government created by Republic Act No. 7796 (TESDA Act of 1994) with an address at TESDA Complex, East Service Road, South Super Highway, Taguig City, represented by its Director General/Secretary, **DR. ISIDRO S. LAPENA**, and hereinafter referred to as "TESDA";

-and-

COOPERATIVE DEVELOPMENT AUTHORITY, a national agency of the Republic of the Philippines with an address at 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, Quezon City, Philippines, represented by its Chairman, **ORLANDO R. RAVANERA**, and hereinafter referred to as "**CDA**";

WITNESSETH, that:

WHEREAS, the more or less eight (8) million hectares of ancestral domains with 171 Ancestral Domain Sustainable Development Protection Plans (ADSDPPs) have remained to be untapped, idle and underutilized vast lands for food production;

Comment: The ADO should verify this provision per their records.

WHEREAS, the almost 1.3 million of Indigenous Peoples (IPs) living in these areas are the poorest and most marginalized sectors of Philippine society, experiencing food insecurity and low skilled, and where insurgency is prevalent;

Comment: The ADO and OSESSC should validate this provision per available and existing records of the NCIP.

WHEREAS, these vast lands, mostly are upland/mountainous areas, are faced with problems on soil erosion and degradation due to mining and logging and natural phenomenon;

WHEREAS, there is a need to address poverty among the Indigenous Peoples in these areas through sustainable food production program and livelihood opportunities while at the same time protecting and conserving the natural resources and the environment through soil and water conservation, mountain agro-biosystems engineering and other technologies;

WHEREAS, the support services of the National Government together with the Local Government Units on Food Security must be immediately consolidated, unified and rationalized and promote complementation and be felt at the barangay levels under the principles of whole-of-nation approach laid down in EO No. (70), series of 2018;

NOW THEREFORE, for and in consideration of the foregoing premises, the NCIP, DA, DILG, DENR, TESDA and CDA s do hereby agree on the following:

I. The COLLABORATIVE UNDERTAKINGS:

The NCIP, DA, DILG, DENR, TESDA and CDA or the "Parties" shall collaboratively formulate and implement a Food Security Program in Indigenous Peoples (IP) Areas with the following goals and objectives:

- 1) Consolidate, unify, strengthen and localize the delivery of national government support services on food security in synergy with the Local Government Units, at the barangay levels;

- 2) Link cluster farm development planning in the agri-fishery areas of the Ancestral Domain Sustainable Development Protection Plans (ADSDPPs) with the Agro-Industrial Business Corridors (ABCs) to ensure scalability, complementation and sustainability;
- 3) Development and implementation of agri-fishery development programs and projects which include the establishment of nurseries, crops, livestock and aquaculture production, mechanized farming, agro-forest farming, primary processing, marketing, entrepreneurial and livelihood development, among others;
- 4) Skills/capacity development of IPs relative to food security and nutrition;

Conduct of information, education campaigns, skills/capacity development of IPs relative to food security and nutrition, its advantages and how the concerned ICCs/IPs can help in the successful implementation of the MOA;

- 5) Protection and promotion of the rights of the ICCs/IPs through the conduct of the required free, prior and informed consent (FPIC) process to secure the agreement of the concerned ICCs/IPs in the undertakings to be implemented by the parties herein. In the FPIC process, individual MOAs with the concerned ICCs/IPs shall be entered into detailing the benefits, roles and responsibilities of the CDA, DA, DILG, DENR, TESDA and NCIP, and the ICCs/IPs ;
- 6) Observe culture-sensitivity in the implementation of all activities of the MOA;
- 7) Promotion of Mountain Agro-Biosystems Engineering such as soil and water conservation and management, commercial tree farming design and irrigation, farm-to-market road network planning and construction, tramlines and post harvest and agro-processing and renewable energy for agriculture;

In the pursuit of the above objectives, the Parties shall coordinate and collaborate with other concerned national government agencies, state colleges and universities and private sector, farmers' cooperatives and associations (FCAs) and non-government organizations. Likewise, the Parties shall issue Joint Memorandum Circular to carry out the implementation of this Agreement.

II. ROLES AND RESPONSIBILITIES:

1) The NCIP shall:

- a) In coordination with the concerned ICCs/IPs, identify clustered areas for agricultural and fishery development in ancestral

domains covered by the Ancestral Domain Sustainable Development Protection Plans (ADSDPPs);

- b) Conduct social preparations for the IP beneficiaries in the identified agri-fisheries development areas;
- c) Facilitate consultations, buy-in and formalization of undertaking with the IP communities to ensure cooperation, complementation, and partnership in adherence to sustainable development principles;
- d) Facilitate and document the conduct of consultations as part of the FPIC process, buy-in and formalization of undertaking with the concerned ICCs/IPs to ensure cooperation, complementation, and partnership in adherence to sustainable development principles;

2) DA shall:

- a) Spearhead farm development planning in clustered production areas of ancestral domain in coordination and collaboration with NCIP and other concerned government agencies;
- b) Continue and strengthen the existing agri-fisheries development and agribusiness programs and projects of concerned DA bureaus, attached agencies/corporations and regional field offices with the DA 4Ks Program and other related agri-development platforms of the agency, which include assistance on the establishment of nurseries, crop, livestock and aquaculture production, mechanized farming, primary processing, training and extension support and marketing assistance, to be focused in clustered production areas of ancestral domains;
- c) Through the Bureau of Agricultural and Fisheries Engineering as the Lead DA focal agency, and in coordination and collaboration with DENR, spearhead the promotion of Mountain Agro-Biosystems Engineering such as soil and water conservation and management, irrigation, farm-to-market road network planning and construction, tramlines, post harvest and agro-processing and renewable energy for agriculture;

3) DILG shall:

- a) Coordinate, mobilize and monitor the enforcement of Sangguniang Panlalawigan/Bayan Resolutions at the levels of provincial, city, municipal and barangay levels in IP areas for the efficient delivery of agri-fisheries support services and facilities mandated by

Section 17 of the Local Government Code, their annual allocation of funding support under their 20% Economic Development Fund and the compliance to the strengthening of Agricultural and Biosystems Engineering Group pursuant to Section 29 of RA No. 10601 and DA-DBM-DILG and CSC Memorandum Circular No. 2, series of 2020;

- b) Include the compliance of LGUs under Item No.1 as part of the DILG Seal of Good Local Governance;
 - c) Include the agri-fisheries production areas of ancestral domains as priority beneficiaries for the construction or provision of small water impounding projects, farm machineries, post harvest facilities and farm-to-market roads under the DILG's program on the assistance for Municipal LGUs;
- 4) DENR shall:**
- a) Through its water quality management areas (WQMA), National Greening Program, and ecosystem-based management of river system, complement with DA on the implementation of agro-forestry through mechanized nurseries and planting of high value crops, bamboo and rattan, etc. in ancestral domains;
 - b) Complement and collaborate with DA and NCIP for the promotion of Mountain Agro-Biosystems Engineering through soil and water conservation, water shed development and rehabilitation of mining sites in ancestral domain areas;
- 5) TESDA shall:**
- a) Provide training and scholarships to the IPs to upgrade their skills on agri-fisheries production, agri-business, and mechanized farming and primary processing;
 - b) Accredite training centers, competency assessment centers for agri-fisheries/ agri-fisheries mechanization qualifications in strategic areas of ancestral domains;
- 6) CDA shall:**
- a) Orchestrate, promote and develop the organization and capability building of farmers cooperatives in IP areas in coordination and collaboration with DA and NCIP;

- b) Promote the organization of farmers cooperatives in IP areas in coordination and collaboration with DA and NCIP;
- c) Formulate, adopt and implement integrated and comprehensive plans and programs on food security development consistent with the National policy on overall socio- economic development plans of inter- agency task group members for food security . (DA, NCIP, DILG, DENR, TESDA, CDA);
- d) Develop and conduct training programs upon request of interagency members that will provide members of our (interagency) group with entrepreneurial capabilities, managerial expertise, professional assistance and technical skills required for the efficient food security development in collaboration with the DA;
- e) Support the voluntary organization and consensual development of activities that promote movements and provide assistance towards upgrading managerial and technical expertise on food security, upon the approval of the interagency task force group;
- f) Coordinate the efforts of the local government units and private sectors in the promotion, organization, and development of food security, availability and productivity in close coordination with the DA;
- g) Mainstream farmers cooperatives in regular interagency programs especially the IP's;
- h) Open livelihood opportunities and link marketing activities to our citizens.

III. JOINT TECHNICAL WORKING GROUP

A Joint Technical Working Group (TWG) shall be constituted from among the representatives of the Parties to discuss and address policy, technical requirements, strategic interventions and related concerns on this undertaking which shall be composed of the following:

The Joint TWG shall, within six (6) months upon signing hereof, may develop and/or adopt guidelines necessary to effectively implement this Agreement.

Each party may appoint additional authorized representative(s) as may be necessary for the efficient implementation thereof. Any change in the designated authorized representative(s) shall be notified to the other Party.

IV. AMENDMENT

This Agreement may be revised, amended or modified through a written instrument duly executed and signed by the Parties hereof.

V. TERM AND EFFECTIVITY

- 1) This MOA is effective upon the date of signing of this MOA and shall continue to be in force for a period of five years. Any extension or renewal shall be valid only if reduced in writing and formally executed and signed by the parties herein.
- 2) In the event of termination of this MOA, all rights and obligations of the Parties under this MOA shall cease and terminate, and neither Party shall have any obligation to continue the activities set forth herein except as otherwise expressly provided under this MOA or as later on agreed upon by them.
- 3) Nothing expressed or referred to in this MOA is intended or will be construed to give any person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and assigns.

VI. SETTLEMENT OF DIFFERENCES

In case of conflict or dispute between the parties, arising from this agreement, both parties agree to freely and voluntarily submit themselves to mutual consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their conflict/dispute. If the dispute is not thereby settled, the same shall be administratively settled or adjudicated in the manner provided in Chapter 14, Book IV of the Executive Order 292 and other applicable laws, rules and regulations.

IN WITNESS WHEREOF, the Parties caused their respective authorized officers to sign this MOA this _____, in the City of Taguig.

**NATIONAL COMMISSION ON
INDIGENOUS PEOPLES**

By: **ALLEN A. CAPUYAN**
Chairman

DEPARTMENT OF AGRICULTURE

By: **WILLIAM D. DAR, Ph. D**
Secretary

**DEPARTMENT OF INTERIOR
AND LOCAL GOVERNMENT**

By: **EDUARDO M. AÑO**
Secretary

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

By: **ROY A. CIMATU**
Secretary

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT AUTHORITY**

By: **ISIDRO S. LAPEÑA, Ph.D.**
Director-General/Secretary

**COOPERATIVE DEVELOPMENT
AUTHORITY**

By: **ORLANDO R. RAVANERA**
Chairman

Witness :

Republic of the Philippines)
_____)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for and in the above jurisdiction, on this ____ day of _____ 2020, personally appeared the following with their respective proof of identity, to wit:

Name	Government Issued I.D.	Date/Place of Issue

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

This instrument consists of ____ (__) pages, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Witness my hand and seal this ____ day of _____ 2020, at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020