



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City
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MEMORANDUM

FOR : **The Director**
Ecosystems Research and Development Bureau
Environmental Management Bureau
Mines and Geosciences Bureau
Legal Affairs Service

FROM : The OIC-Director
Policy and Planning Service

SUBJECT : **REQUEST FOR COMMENTS/POSITION ON 6th DRAFT
MOA BETWEEN DTI-PAB AND DENR**

DATE : **19 APR 2022**

This refers to the letter sent from the Office of Philippine Accreditation Bureau, Director James E. Empeño, last 13 April 2022, requesting for comments/position on the 6th draft of the MOA between DTI-PAB and DENR.

Acknowledging your expertise and experience in relation to the subject mentioned, may we request for comments/positions of your respective office on or before 26 April 2022 via email at psddivision@gmail.com. Attached are the pertinent documents for your perusal.

For your consideration and preferential action, please.


GLENN MARCELO C. NOBLE

MEMO NO. 2022 - 255

12 April 2022

MR. GLENN MARCELO C. NOBLE

Director
Policy and Planning Service
Department of Environment and Natural Resources
DENR Compound, Visayas Ave., Diliman, Quezon City
Tel No. 929-6626 local 2043, 925-1184

Dear Director Noble,

Greetings!

Relative to the comments received from DENR's Division-Policy and Planning Service on 08 April 2022, please refer to our response below:

Comments from DENR-Policy and Planning Service as of 08 April 2022	Comments from DTI-PAB as of 12 April 2022
Updating of the Secretary from Secretary Roy A. Cimatu to the current Acting Secretary Jim O. Sampluna.	Suggested revision is noted on the attached MOA (6 th Draft) dated 12 April 2022.
<p>We concur with the suggestion from DTI-PAB that Section C.1, Item (a) is to be revised as follows: Recognized PAB-accredited CABs such as testing laboratories with the following scopes, provided that these CABs also follow the requirements of the DENR Environmental Laboratory Recognition (ELR) Scheme. However, upon inspection, the suggested modification was not incorporated in the MOA. We suggest that the comment should be incorporated for clarity.</p>	<p>DTI-PAB revised C.1, Item (a) with the following statement as suggested by DENR-EMB:</p> <p>a. After CABs' compliance with the requirements of the DENR for recognition of environmental laboratories and other prevailing rules and regulations, recognize the PAB-Accredited CABs, such as testing laboratories with following scopes:</p> <ul style="list-style-type: none"> ▪ water (fresh water, groundwater, water for various uses) and waste water, sediments and biota, ambient air and stack emissions, ores and minerals, among others. <p>The revision was already incorporated in the 5th Draft of MOA dated January 19, 2022, and also retained in the 6th Draft dated 12 April 2022.</p>
Based on the discussion between DTI-PAB and DENR EMB, we agree that the original text in the 5 th Draft MOA, Section D, Item (a): Accredited CABs based on relevant standards upon fulfillment of the requirements of accreditation set by DTI-PAB.	Thank you.
Also, we agree that the Environmental Management and Protected Areas Sector (EMPAS) mentioned in Item A (9) should be changed to Environmental Management Bureau (EMB).	The revision was already incorporated in the 5 th Draft of MOA dated January 19, 2022, and also retained in the 6 th Draft dated 12 April 2022.
We also concur with the EMB that the Section C.1 should be modified as follow: After CABs' compliance with the requirements of the DENR	

PHILIPPINE ACCREDITATION BUREAU


for recognition of environmental laboratories and other prevailing rules and regulations, recognize the PAB-Accredited CABs;	
Item C.1.b uses the word "encourage" which does not imply mandatory responsibility of the DENR. Thus, we concur with the usage of the word "Encourage" in the said item;	
Further, we adopt the suggested modification on items C.1.c which provides "Encourage the use of PAB-accredited, certification body, testing, calibration laboratory and inspection body or an accredited certification body, testing, calibration laboratory and inspection body of Asia Pacific Accreditation Cooperation (APAC) signatory member for the Agency's conformity assessment needs;	Thank you.
Lastly, one of the responsibilities of DENR is to provide resource persons for relevant training activities (if necessary). In this instance, we are requesting clarification if these training activities are funded by the DENR and if these resource persons will receive additional compensation from training activities.	The provision meant that DENR will be willing to provide resource speaker/s for DTI-PAB's activities in case topics will require DENR's expertise. Also, DTI-PAB will provide a certificate or a token of appreciation to the invited speaker/s.

Should there be no further comments, we would like to know if we can arrange the virtual signing ceremony of the MoA.

Should you have any clarifications, your staff may contact us at 0917-5344-564 or at pab@dti.gov.ph.

Thank you.

Sincerely,



Digitally signed by
James Edejer Empeno
Date: 2022.04.13
09:02:21 +08'00'
JAMES E. EMPENO
Director IV, PAB

PHILIPPINE ACCREDITATION BUREAU

MEMORANDUM OF AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Memorandum of Agreement, executed in Quezon City this ____ day of ____ by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, a government institution with office address at DENR Building, Visayas Avenue, Diliman Quezon City duly represented by **Acting Secretary Jim O. Sampulna**, authorized to represent and bind said government agency in this Memorandum of Agreement, hereinafter referred to as **"DENR"**;

-and-

The **DEPARTMENT OF TRADE AND INDUSTRY (DTI) – PHILIPPINE ACCREDITATION BUREAU (PAB)**, a national government agency organized and existing under the laws of the Republic of the Philippines with office address at Ground Floor HPGV Building, 395 Senator Gil J. Puyat, 1200 Makati City duly represented herein by **Secretary Ramon M. Lopez**, authorized to represent and bind said government agency in this Memorandum of Agreement, and hereinafter referred to as **"DTI-PAB"**;

WITNESSETH:

WHEREAS, DENR is the primary agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources, specifically forest and grazing lands, mineral resources, including those in reservation and watershed areas, and lands of the public domain, as well as the licensing and regulation of all natural resources as may be provided for by law in order to ensure equitable sharing of the benefits derived therefrom for the welfare of the present and future generations of Filipinos.

WHEREAS, DENR mandate includes conformity assessment activities, such as: recognition of environmental laboratories, analysis of environmental samples such as water (fresh water, groundwater, water for various uses) and waste water, sediments and biota, ambient air and stack emissions, ores and minerals; geological testing, chemical analysis, and metallurgical analysis, among others.

WHEREAS, DTI-PAB formerly known as the Philippine Accreditation Office is the national accreditation body that is mandated to accredit inspection, testing and certifying bodies and other bodies offering conformity assessment services as per Executive Order (EO) No. 802, Series of 2009.

WHEREAS, International Standards ISO/IEC 17000 defines conformity assessment as the

45 process for demonstrating that expectations about products and services relating to
46 features like quality, ecology, safety, economy, reliability, compatibility, interoperability,
47 efficiency and effectiveness meet the requirements of standards, regulations and other
48 specifications.

49

50 **WHEREAS**, organizations which undertake conformity assessment techniques and
51 activities are called "Conformity Assessment Bodies (CABs)".

52

53 **WHEREAS**, the ISO helps to harmonize technical specifications of products and services
54 making the industry more efficient and breaks down barriers to international trade.
55 Conformity to International Standards provides government with additional confidence
56 that consumers and society in general are protected by the use of competent bodies
57 in determining compliance with laws, regulations and specifications.

58

59 **WHEREAS**, in line with the efforts to harmonize the accreditation/recognition activities
60 of DENR as the principal agency responsible for the conservation, management,
61 development, and proper use of the country's environment and natural resources and the
62 DTI-PAB as the national accreditation body of CABs, we hereby enter into an agreement
63 stipulating the roles and responsibilities of both parties in the accreditation activities
64 CABs.

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66 **NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties
67 hereto do understand and agree as follows:

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69 **A. DEFINITION OF TERMS:**

70

71 1. Accreditation – third-party attestation related to a conformity assessment body
72 (i.e. Certification Body, Inspection Body, Testing and Calibration Laboratory,
73 Medical/Clinical Laboratory) conveying formal demonstration of its competence,
74 impartiality, and consistent operation in performing specific conformity
75 assessment activities.¹

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77 2. Accreditation body – authoritative body that performs accreditation.²

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79 3. Attestation – issue of a statement, based on a decision, that fulfilment of specified
80 requirements has been demonstrated.³

81

82 4. Calibration – is the process of configuring an instrument to provide a result for a
83 sample within an acceptable range. It is the act of comparing a device under
84 test (DUT) of an unknown value with a reference standard of a known value.⁴

¹ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and General Principles

² PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and General Principles

³ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and General Principles

⁴ <https://us.flukecal.com/literature/about-calibration>

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5. Certification – third-party attestation related to an object of conformity assessment, with the exception of accreditation.⁵
6. Certification Body – a body that performs certification.
7. Conformity Assessment – demonstration that specified requirements are fulfilled.⁶
8. Conformity Assessment Bodies (CABs) – body that performs conformity assessment activities, excluding accreditation.⁷
9. DENR recognized environmental laboratories – are laboratories that are authorized to generate environmental data in connection with the Environmental Impact Assessment (EIA) System, environmental monitoring, and research activities in support of the formulation and implementation of policies, criteria, guidelines, rules, and regulations, and other activities of the Environmental Management Bureau (EMB) of the DENR.
10. Inspection – examination of an object of conformity assessment and determination of its conformity with detailed requirements or, on the basis of professional judgement, with general requirements.⁸
11. Inspection Body – a body that performs inspection.⁹
12. Recognition or recognition of conformity assessment results – acknowledgement of the validity of a conformity assessment result provided by another person or body.¹⁰
13. Testing – determination of one or more characteristics of an object of conformity assessment, according to a procedure.¹¹
14. Laboratory – body that performs one or more of the following: testing, calibration; sampling and associated with subsequent testing or calibration¹²

⁵ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

⁶ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

⁷ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

⁸ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

⁹ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

¹⁰ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

¹¹ PNS ISO/IEC 17000:2020, Conformity assessment – Vocabulary and general principles

¹² PNS ISO/IEC 17025:2017, General requirements for the competence of testing and calibration laboratories

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B. GENERAL TERMS AND CONDITIONS

1. This Memorandum of Agreement refers to the set guidelines and responsibilities of both parties.
2. The DTI-PAB shall follow its procedures on the accreditation of Conformity Assessment Bodies (CABs) based on the latest version of International Standards (ISO).
3. The DENR shall follow its procedure on recognition of Environmental Laboratories aligned with applicable international standards provided that all local statutory and regulatory requirements shall remain enforced in the recognition process;
4. If warranted, both Parties shall assist each other in providing training programs for staff, assessors and technical experts, subject to each Party's priorities and availability of funds.
5. Both Parties shall share databases (including electronic media) to the extent necessary subject to the execution of a separate Data Sharing Agreement, as applicable, pursuant to the pertinent provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations and National Privacy Commission's issuances.
6. Both parties shall explore ways to further harmonize each other's conformity assessment activities to strengthen the quality infrastructure for the protection, conservation and management of the environment.

C. RESPONSIBILITIES OF THE DENR

C.1 The responsibilities of the DENR are as follows:

- a. After CABs' compliance with the requirements of the DENR for recognition of environmental laboratories and other prevailing rules and regulations, recognize the PAB-Accredited CABs, such as testing laboratories with following scopes:
 - water (fresh water, groundwater, water for various uses) and waste water, sediments and biota, ambient air and stack emissions, ores and minerals, among others.
- b. Encourage the laboratories of the following DENR Bureaus to be accredited by DTI-PAB for relevant standards if accreditation for such standards had not yet been attained (e.g. ISO/IEC 17025 for the testing activities, ISO/IEC 17043 for the proficiency testing schemes)
 - Environmental Management Bureau (EMB)
 - Mines and Geosciences Bureau (MGB)
 - Ecosystem Research and Development Bureau (ERDB)
 - Other DENR bureaus with conformity assessment activities as may be identified
- c. Encourage the use of PAB-accredited, certification body, testing, calibration

- 165 laboratory and inspection body or an accredited certification body, testing,
166 calibration laboratory and inspection body of Asia Pacific Accreditation
167 Cooperation (APAC) signatory member for the Agency's conformity assessment
168 needs;
- 169 d. Encourage its qualified personnel to become assessors for accreditation on
170 applicable schemes.
- 171 e. Provide resource persons for relevant training programs or other similar
172 activities organized by DTI-PAB (if necessary).
- 173

174 **D. RESPONSIBILITIES OF THE DTI-PAB**

175 The responsibilities of the DTI-PAB are as follows:

- 176 a. Accredit CABs based on relevant standards upon fulfillment of the
177 requirements for accreditation set by DTI-PAB;
- 178 b. Notify the DENR of the decisions granting or revoking, withdrawal of
179 accreditation, or any change of the scope of CABs accreditation;
- 180 c. Provide DENR the updated list of PAB accredited CABs on a quarterly basis; and
- 181 d. Provide technical assistance to DENR on relevant international standards as
182 needed;
- 183 e. Assist in equipping DENR personnel through training and seminars
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185 **E. CONFIDENTIALITY AND NON-DISCLOSURE/DATA PRIVACY**

- 186 a. Both Parties acknowledge that in the performance of its responsibilities under this
187 Memorandum of Agreement, they may gain access to certain information relative
188 to CABs and its customers' documents that are confidential in nature
189 ("Confidential Information"). This considered, both Parties hereby undertake that,
190 except as otherwise permitted in writing by the CAB, such Confidential
191 Information shall be held and treated in strictest confidence by both Parties, or its
192 assessors, experts, affiliates, advisors and representatives (hereinafter collectively
193 referred to as "Agents"), and that they shall not disclose such information to any
194 third party. Accordingly, both Parties agree that:
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- 196 i. Before any of its Agents may be given access to Confidential Information, said
197 agents shall agree to be bound by the confidentiality provision of the
198 Agreements; and
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- 200 ii. They shall be responsible for the breach of this confidentiality by its Agents.
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- 202 b. In the performance of their obligations under this Agreement, the parties shall
203 ensure the privacy, and security of any and all confidential, privileged, personal
204 and/or sensitive personal information that the parties and their officers, employees
205 or agents may have access to; and shall store, use, process and dispose the said
206 information in accordance with Republic Act No. 10173 or the "Data Privacy Act of
207 2012", its Implementing Rules and Regulations (IRR) and applicable National Privacy
208 Commission (NPC) issuances. Any violations of this clause and any of the provisions

209 of the said law and issuances by the aforementioned persons shall be subject to
210 corresponding sanctions, penalties, and/or fines under the said law without
211 prejudice to any other applicable civil and/or criminal liability. This clause shall
212 survive the termination or expiration of this Agreement.

213

214 In case of data sharing, the parties shall execute a separate DATA SHARING
215 AGREEMENT in accordance with the Data Privacy Act, its IRR, and applicable NPC
216 rules and guidelines.

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218 **F. SEVERABILITY**

219 If any part, term or provision of this Agreement is invalid or unenforceable, the
220 validity or enforceability of the remaining portions or provision shall not be affected,
221 and the rights and obligations of the Parties shall be construed as if this Statement of
222 Agreement did not contain the particular invalid or unenforceable part, term or
223 provision.

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225 **G. MODIFICATIONS AND AMENDMENTS**

226 This Memorandum of Agreement contains the entire agreement and understanding
227 between the Parties as to the subject matter thereof. Any modifications or
228 amendments to this document shall be effective only if made in writing and signed by
229 the Parties.

230

231 **H. TERMINATION CLAUSE**

232 This Memorandum of Agreement shall take effect on _____ or until the terms and
233 conditions provided herein are fulfilled. The duration of the MOA will be five (5) years
234 after its effectivity date or unless sooner terminated by either Party, with or without
235 cause, with thirty (30) days prior written notice to the other Party, subject to the
236 applicable provisions hereof.

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238 **I. DISPUTE RESOLUTION/VENUE OF ACTIONS**

239 In case of conflict or dispute between the Parties arising out or related to this
240 Agreement, the same shall be settled amicably by mutual consultation between the
241 Parties. In case the Parties fail to amicably settle their dispute, the same shall be
242 resolved in the manner prescribed under Chapter 14, Book IV of the Administrative
243 Code of 1987.

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245 **J. WAIVER**

246 No failure, omission or delay by any of the Parties in exercising any of its rights,
247 privileges or remedies hereunder or under any statute shall operate as a waiver
248 thereof. Any waiver, however, shall not be valid unless made in writing and signed by
249 the Parties of their representative, and such waiver shall be effective only in the
250 specific instance and the purpose for which it was given.

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252 **K. SEPARABILITY**

253 If any provision of this Agreement shall be held to be invalid or unenforceable for any
254 reason, the remaining provisions shall continue to be valid and enforceable. If a court
255 finds that any provision of this Agreement is invalid or unenforceable, but that by
256 limiting such provision it would become valid or enforceable, then such provision shall
257 be deemed written, construed, and enforced as so limited.

258

259 **IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Agreement
260 to be executed on the date and at the place first herein abovementioned:

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262 Department of Environment and Natural Resources

Department of Trade and Industry

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264 Jim O. Sampulna
265 Acting Secretary

Ramon M. Lopez
Secretary

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Signed in the Presence of:

Department of Environment and Natural Resources

Department of Trade and Industry

Atty. Jonas R. Leones
Undersecretary for Policy, Planning
and International Affairs

Dr. Rafaelita M. Aldaba
Undersecretary of Competitiveness
and Innovation Group