



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
KAGAWARAN NG KAPALIGIRAN AT LIKAS YAMAN



BAGONG PILIPINAS

MEMORANDUM

FOR : **The Undersecretary**
Field Operations – Luzon, Visayas and Environment

The Undersecretary
Policy, Planning, and International Affairs

The Assistant Secretary
Field Operations- Luzon and Visayas, and Concurrent Director,
Environmental Management Bureau (BMB)

The Assistant Secretary for International Affairs,
and Concurrent Director
Biodiversity Management Bureau (BMB)

The Director
Foreign-Assisted and Special Projects Service (FASPS)

FROM : **The Director**
Climate Change Service

SUBJECT : **ENDORSEMENT OF THE SIGNED AND BARCODED LETTER OF INTENT (LOI) BETWEEN THE DENR AND WORLD ECONOMIC FORUM (WEF) ON THE GLOBAL PLASTIC ACTION PARTNERSHIP (GPAP)**

DATE : 19 April 2024

This refers to the Global Plastic Action Partnership (GPAP), a multi-stakeholder platform hosted at the World Economic Forum (WEF) that aims to shape a more sustainable and inclusive world through the eradication of plastic pollution. It brings together policy-makers, business leaders and civil society to accelerate plastic action in six ways: informing policy; unlocking finance; transforming behaviour; boosting innovation; harmonizing metrics; and promoting inclusivity.

We are endorsing the signed and barcoded Letter Of Intent (LOI) ¹between the DENR and the World Economic Forum (WEF) on the Global Plastic Action Partnership (GPAP), for information and reference.

For the Environmental Management Bureau as the National Plastic Action Partnership (NPAP) Secretariat, we are requesting to facilitate the implementation of this agreement.

Thank you.


ELENIDA DR. BASUG

¹ Letter of Intent World economic Forum.pdf

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LETTER OF INTENT (the "LoI")

Is made by and between:

WORLD ECONOMIC FORUM, a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland, represented by its legal representative (hereinafter referred to as the "**Forum**"),

and

Republic of the Philippines Department of Environment and Natural Resources, with address at DENR Main Building, Visayas Avenue, Diliman Quezon City, Philippines 1100, hereby represented by the Department of Environment and Natural Resources (hereinafter referred to as the "**Department**"),

(hereinafter referred to as individually "Party" and collectively the "Parties")

Whereas, the Forum is an independent international organization committed to improving the state of the world by engaging business, political, academic and other leaders of society to shape global, regional and industry agendas;

Whereas, the Forum, incorporated as a foundation in 1971, and based in Geneva, Switzerland, is impartial and not-for-profit, it is tied to no political, partisan or national interests;

Whereas, the Department of Environment and Natural Resources 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 the Department and the Forum will collaborate to support the Global Plastic Action Partnership ("**GPAP**") activities in The Philippines to drive systemic action on plastic waste and pollution in that country (the "**Collaboration**");

Whereas, under the LoI, the Collaboration between the Parties is nonexclusive.

NOW, THEREFORE, the Parties have agreed to the following:

Art. 1. Description of the Collaboration

The Parties will work collaboratively to establish the basis for the partnership, hereafter known as the Philippines National Plastic Action Partnership, with the GPAP globally hosted by the Forum.

Through this partnership, and leveraging related, existing national and international platforms, GPAP and the Department will work together to establish a dedicated multi-stakeholder partnership to address the issue of plastic pollution.

More details on the Philippines Partnership are presented in the partnership concept note attached hereto as Annex A and further activity details will be agreed upon by the Parties as part of the operational implementation.

GPAP will commit to delivering against the three key strategic pillars in close coordination and consultation with the Department through a dedicated Secretariat hosted by a local organisation (to be determined), whose operations will be funded, through a subgrant, by GPAP.

To ensure aligning GPAP's support to the national efforts and strategic priorities of the Philippines Government and the Department, proposed deliverables could include, but are not limited to, the following:

1. Convene communities and curate relevant multi-stakeholder conversations, including the structuring of:
 - Multi-stakeholder governance structure
 - Impact-focused task forces
 - Plastic Action Community digital platform
2. Generate new insights and action roadmaps
 - National baseline analysis, based on the GPAP's unique tool - National Analysis and Modelling Tool (NAM)
 - National gender and inclusion social context assessment report to support the action roadmap and gender and social inclusion strategy
 - Multi-stakeholder national action roadmap
3. Catalyse strategic action
 - Financing roadmap
 - Inclusivity works for informal sector
 - Trade study

The Department's overall commitment to the collaboration will consist of:

1. Identifying a focal point person to ensure communication, information exchange, and alignment with GPAP;
2. Share the national strategy and priorities regarding action to eliminate plastic pollution and support jointly identified activities agreed upon by the parties as relevant to advance the national priorities and partnership objectives;
3. Ensure high-level participation of Department representatives in key meetings, including within the agreed governance structure, promote visibility and convening of relevant stakeholders;
4. Consider, to the extent possible and in line with the Philippines's sustainable development agenda and its existing National Plan of Action on the Prevention, Reduction and Management of Marine Litter, the adoption of insights and recommendations emerging from the partnership's

activities and deliverables.

Art. 2 Term

This Lol is effective as of the date of last signature (the "**Effective Date**") for a period of 24 months from the Effective date. It may be extended upon written mutual agreement between the Parties. Either Party may terminate this Lol upon thirty (30) days' written notice without penalties or liabilities.

This Lol constitutes a non-binding agreement, **except and to the extent explicitly set forth in Article 3 hereunder**, between the Parties.

The Lol may be amended with the written consent of the Parties.

Article 3. Miscellaneous

Art 3.1. Financial Arrangement

There is no financial transaction between the Parties under this Lol. Each Party shall bear the costs and expenses related to their involvement in the Collaboration.

Art 3.2. Compliance

The Parties will adhere to the principles of human dignity, non-discrimination, fair treatment, health and safety, good governance, fair labor practice, fair competition, environment protection, animal welfare, business integrity, ethical business, anti-corruption, social responsibility, economic sustainability and the rule of law.

Offers, gifts, facilitation payments, considerations or benefits of any kind shall not be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts related to the collaboration under this Lol.

Art. 3.3. Confidential Information

There is no exchange of confidential information under this Lol between the Parties.

Art. 3.4. Intellectual Property Rights

Initially, there is no transfer of intellectual property rights made pursuant to this Lol. However, if intellectual property is created or transferred, the Parties agree to sign a separate Agreement. Pre-existing intellectual property rights shall be and remain the sole property of each Party, and shall be respected by both Parties.

Art.3.5. Use of the Parties' names and logos

Neither Party will use the name and/or logo of the other Party without the other

Party's prior written approval on the form, content, and context.

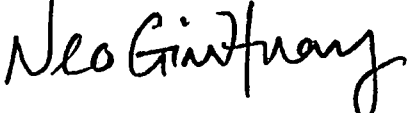
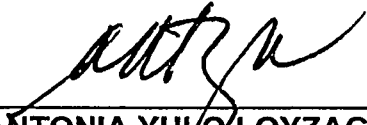

Art. 3.6. Privileges and immunities

Nothing in this Lol may be interpreted or construed as a waiver, express or implied, or a modification of the privileges, immunities, and facilities which the Forum enjoys by virtue of the international agreements and national laws applicable to each Party.

Art. 3.7. Dispute Resolution,

The Parties agree that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this Lol through mutual negotiation and agreement.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have executed this Lol.

WORLD ECONOMIC FORUM	THE REPUBLIC OF THE PHILIPPINES Department of Environment and Natural Resources
Date: <i>3 / Dec / 2023</i>	Date: <i>5 / Dec / 2023</i>
Signature: 	Signature: 
GIM HUAY NEO Managing Director Centre for Nature and Climate	MARIA ANTONIA YULO LOYZAGA DENR Secretary
Date:	
Signature: 	
ALOIS ZWINGGI Managing Director	

