



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



23 JUL 2024

MEMORANDUM

FOR : All Undersecretaries
All Assistant Secretaries
All Regional Executive Directors
All Bureau Directors
All Service/ Program Directors, Central Office
All Heads of Attached Agencies

FROM : The OIC Director
Human Resource Development Service

SUBJECT : **INVITATION TO NOMINATE CANDIDATES TO THE
MASTER OF SCIENCE IN NATURAL RESOURCES
CONSERVATION (MSNRC) PROGRAM BATCH 4**

This refers to the Memorandum of Agreement (MOA) between the DENR and the University of the Philippines Los Baños (UPLB) regarding the implementation of the Master of Science in Natural Resources Conservation (MS NRC) Batch 4, which will commence in 2024.

The program is designed to produce graduates capable of innovating on and operationalizing the principles and concepts of natural resources conservation, natural resources informatics, conservation planning, and the different approaches to natural resources conservation. The objective of the program is to enhance forest protection and the contribution of natural resources to national and social development by equipping DENR employees with the necessary knowledge and skills in Forestry and Natural Resources Conservation.

This course will adopt both online and face-to-face modes of learning. The schedule of classes will either be during off-hours or on weekends. In blended mode and depending on the nature of the subject, classes will be held either online (synchronous and asynchronous) and face-to-face (scheduled to be arranged either once a month or once a semester).

Nominees/participants in the above program shall possess the following qualifications:

1. Have at least two (2) years holding permanent plantilla position in the DENR at the time of application;
2. Have obtained performance ratings of at least Very Satisfactory for the last two (2) consecutive rating periods;
3. Performing duties and responsibilities relevant to the field of study;
4. Have rendered the required service obligation for a scholarship previously enjoyed;

5. Have not availed of any scholarship (local and foreign) in the past two (2) years prior to the awarding of the grant;
6. Must not be a delinquent scholar;
7. Must be willing to conduct a master's thesis aligned to the priority programs of the Department or related topics to be identified/approved by the DENR;
8. In good mental and physical health; and
9. Must be willing to sign a scholarship service contract and shall serve the DENR with the corresponding period of service obligation.

The nominee shall submit the following requirements to the Career Development Division - SMOTO **on or before 30 August 2024**:

1. Memorandum addressed to the Chair of the Human Resource Development Committee (HRDC), attention HRDC Secretariat to be endorsed by Head of Office and concurred by Supervising Undersecretary/Assistant Secretary;
2. Resolution from HRDC Counterpart recommending the nomination of the applicant;
3. Service Record;
4. Certificate of no pending administrative case;
5. Certification from the Director supervising Human Resources/Assistant Regional Director for Management Service/Assistant Director (Region/Bureau/Attached Agency) stating that the applicant:
 - a. Has No Pending Scholarship Nomination;
 - b. Has performance ratings of at least Very Satisfactory for the last two (2) immediate rating periods;
 - c. Has not been a delinquent scholar from a previous scholarship grant;
 - d. That the absence of the applicant will not affect the operations of the unit where he/she is assigned;
 - e. Has rendered and completed the service obligation required under the previous scholarship; and
 - f. Physically *and* mentally fit to study.
6. Certification of actual duties and responsibilities (including past involvement) relevant to the course signed by immediate superior;
7. Updated Personal Data Sheet, with work experience sheet, duly signed by authorized person administering oath; and
8. Certification of non-withdrawal from the scholarship/course.

The DENR HRDC shall screen and select the most qualified candidates for the program. Selected candidates shall be notified and endorsed to the UPLB to proceed with the application/admission process.

Should you need further information about the requirements, please communicate with the HRDC Secretariat at hrdcs2020@gmail.com, (02) 8927-9107 and VOIP 1063.

For your information and appropriate action.

M. M. M.
MIRIAM M. MARCELO

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA), entered into by and between:

The **Department of Environment and Natural Resources (DENR)**, the primary government agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources, by virtue of Executive Order Nos. 192, with official address at Visayas Avenue, Diliman, 1100 Quezon City, represented herein by its Secretary, **MARIA ANTONIA YULO LOYZAGA**, hereinafter referred to as the "**DENR**";

and

The **University of the Philippines Los Baños (UPLB)**, a constituent university of the University of the Philippines, the National University of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of PD 58 and RA 9500, with office address at College, Los Baños, Laguna, represented herein by its Chancellor, **DR. JOSE V. CAMACHO JR.**, hereinafter referred to as the "**UPLB**";

In relation to the:

Master of Science in Natural Resources Conservation (MS NRC) Program for DENR

AGREEMENT

The Basic Terms and Appendices shall hereafter be referred to as the "Agreement" between DENR and UPLB.

ARTICLE 1. Program Title – The degree program is titled *Master of Science in Natural Resources Conservation Program for DENR (Batch 4) (Appendix A)*.

The objective of the program is to enhance protection, conservation, management, and development of the environment and natural resources and its contribution in national and social development through equipping DENR employees with necessary knowledge and skills in biodiversity and natural resources conservation.

DENR is mandated to assure the availability and sustainability of the country's natural resources, increase the productivity of the natural resources to meet the demands of the growing population, enhance the contribution of natural resources in national and social development, promote equitable access to natural resources and conserve specific terrestrial and marine areas;

DENR in order to effectively achieve these goals needs to equip its human resources in different fields through training, research and graduate education by an institution accredited by the Commission on Higher Education (CHED); thus

UPLB is a public secular institution of higher learning mandated under its charter to serve as a research and graduate university in various fields of expertise and specialization including Forestry and Natural Resources Conservation accredited by the Commission on Higher Education (CHED).

ARTICLE 2. Program Term – This Agreement shall remain in force for the period of **four (4) semesters and one (1) midyear** as specified below unless terminated by the parties hereto. Any extension shall depend on the approval of both parties or their authorized representatives.

Start Date : 1st Semester, A.Y. 2024-2025
End Date : 2nd Semester, A.Y. 2025-2026

ARTICLE 3. Responsibilities of DENR

3.1 Provide graduate scholarship amounting to but should not exceed **FIVE MILLION FIVE HUNDRED TWO THOUSAND SIX HUNDRED EIGHTY-EIGHT PESOS (Php 5,502,688.00)** representing the total cost of the entire program.

3.1.1 Pay UPLB the total amount of **THREE MILLION ONE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED EIGHTY EIGHT PESOS (Php 3,129,888.00)** representing the cost of the tuition fee, student funds, laboratory fees, cost of off-campus sessions, cost of local and international student mobility, cost of bootcamp and thesis writeshop sessions, and other expenses related to their enrolment to UPLB. Payment shall be made upon receipt of the statement of account and in line with the following schedule of payment:

Schedule of Payment	Amount (Php)
Upon MOA signing and admission of students in the program 1st sem 2024-2025 (August 2024)	407,309.00
2 nd sem 2024-2025 (February 2025)*	1,340,209.00
Midyear 2025 (July 2025)*	412,368.00
1 st sem 2025-2026 (January 2026)*	509,997.00
2 nd sem 2025-2026 (May 2026)*	460,005.00
TOTAL	3,129,888.00

**subject to UPLB's submission of status/completion report*

3.1.2 Provide the DENR scholars the sum of **TWO MILLION THREE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED PESOS (Php 2,372,800.00)** to cover the monthly stipend, transportation expenses, book/supplies allowance, and thesis support.

- 3.2 Provide the necessary logistics for the conduct of the class like lecture hall, projector, and sound system, among others, in any suitable area of the Department premises, preferably at the DENR Central Office, Visayas Avenue, Quezon City and BMB Training Center;
- 3.3 Appoint or designate an Institutional Coordinator who will communicate regularly with counterpart(s) at College of Forestry and Natural Resources (CFNR) and Graduate School (GS) of UPLB with regards to the technical and administrative requirements of the scholarship;
- 3.4 Ensure that the participants to the graduate degree program comply with admission requirements of the UPLB Graduate School and meet UPLB's academic requirements as well as adhere to University policies;
- 3.5 Engage the DENR scholars and UPLB through the MS NRC Program for possible research and other technical assistance in the future which will be subject to specific joint undertakings;
- 3.6 Issue the necessary documents to allow the DENR scholars to participate in the local and international mobility activities of the program.

ARTICLE 4. Responsibilities of UPLB

- 4.1 Offer the Master of Science in Natural Resources Conservation (MS NRC) in Off-Campus mode for DENR employees through its Graduate School. The mode of implementation is as follows:

Off-hours and weekends – 12 hours per week (3 unit course = 1 month)

1 st Sem AY 2024-2025	9 units
2 nd Sem AY 2024-2025	9 units
Midyear 2025	3 units
1 st Sem AY 2025-2026	10 units
2 nd Sem AY 2025-2026	3 units

Total	34 units

- 4.2 Admit the DENR scholars into the MS NRC Program according to the admission policies and enrolment requirements of UPLB;
- 4.3 Adhere to the approved program of study which shall be made an integral part hereof and ensure that the participants will complete their degree as scheduled under normal circumstances. Any change in the program of schedule shall be jointly approved by UPLB and DENR;
- 4.4 Appoint or designate an Institutional Coordinator who will communicate regularly with counterpart(s) at DENR and UPLB Graduate School and to take responsibility for the technical and financial transactions in implementing the scholarship;
- 4.5 Assist the DENR scholars in processing the necessary documents and requirements needed for the local and international mobility activities; and
- 4.6 Submit to DENR the documentary requirements of the payment such as official list of students enrolled at the beginning of each term of the program, each student's final term grades and/or Status Report of the program.

ARTICLE 5. Roles and Responsibilities of Both Parties

- 5.1 Jointly monitor the progress and implementation to gauge the effectiveness of the program;
- 5.2 Provide mentors to the students that would guide them during their studies and research as well as assist them to graduate on time;
- 5.3 Comply with the pertinent laws, rules, and regulations of the Government of the Philippines such as RA 8293 on the protection of intellectual property rights, and **RA 9184 and its Revised IRR on contract implementation, contract termination**;
- 5.4 Accede that all conditions and warranties, whether expressed or implied by law or otherwise are excluded from this agreement;
- 5.5 Accedes that failure, omission, or delay of any of the parties in exercising any of its rights, privileges, and remedies hereunder shall not operate as a waiver thereof. Any waiver from the terms of Agreement shall only be valid if made in writing signed by the party of the party's duly authorized representative;
- 5.6 Neither party shall be liable to the other for any damage or injury to the other's property, employees, or officers, arising from the performance of any of its obligations under this Agreement, unless caused by such party's gross negligence, fraud or bad faith;
- 5.7 Neither party shall be liable to the other for any indirect, special, or consequential loss arising out of or in connection with the provisions in this Agreement; and
- 5.8 This MOA shall be binding upon the parties. All terms and conditions subsequently agreed upon in writing by the parties or their authorized representatives after signing of the MOA shall constitute an addendum thereto and form an integral part thereof.

ARTICLE 6. **Ownership and Intellectual Property Rights**

DENR and UPLB shall have joint ownership of all results and outputs arising from the activity. The researchers involved from both institutions shall have joint authorship in all publications, in full or in part. Reproduction of any publications and use of data arising from the activity, in part or in full, is prohibited without prior written permission from the authors/researchers or copyright owners.

UPLB personnel involved in the project shall be used to the "Revised Intellectual Property Rights Policy of the UP System" as approved by the board of Regents at its 1269th meeting on 03 June 2011.

ARTICLE 7. **Sanctions and Remedial Measures**

Suspension, Pre-termination, Termination. All parties reserve the right to suspend the project operations as it deems necessary, if the parties fail to act on required actions necessary for effective implementation of the Program or if it is determined that the Program has failed to comply with any of the conditions of the subject Agreement. Efforts shall be taken to resolve problems by mutual written agreement.

If differences persist, the Program may be pre-terminated, by either party upon prior written notice at least thirty (30) days from the date of the intended date of pre-termination, provided that no DENR scholars are currently enrolled with UPLB under the Program at the effective date of the pre-termination. Otherwise, the Parties agree to allow the DENR scholars to finish their currently enrolled course under the Program, before the effective date of the pre-termination.

ARTICLE 8. **Dispute Settlement or Arbitration**

In case of disputes, controversies arising out of or in connection with this Agreement, or non-compliance with any of the provision and agreements stated in this Agreement, the Parties shall settle the same amicably within sixty (60) days from the receipt by the other party of the written notice.

Unresolved disputes and controversies arising out of or in connection with this Agreement, or for breach of any provision hereof, which cannot be solved by the herein contracting parties, shall be settled through Arbitration in accordance with Presidential Decree No. 242 in relation to Sections 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII, of the same code.

ARTICLE 9. **General Provisions**

Changes. If changes under this section should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by the Parties or their authorized representatives.

Amendments. No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the parties' respective authorized representatives.

Force Majeure. No party shall be liable for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control, including, but not limited to any of the following act of God, government act, war, fire, flood, explosion or civil commotion.

Severability. If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect.

Assignment. The benefit of this Agreement may not be assigned in whole or in part by a party without the prior written consent of the other.

ARTICLE 10. Separability Clause

Any provision of this MOA declared illegal, invalid or unconstitutional by the court of law shall not affect the rest of the other provisions which shall remain valid, subsisting and binding.

ARTICLE 11. Effectivity and Duration of the Agreement

This agreement shall take effect immediately for a period of four semesters and one midyear upon signing by both Parties and will remain in effect until modified through mutually accepted amendments.

IN WITNESS WHEREOF, both parties have hereunto affixed their hands this _____ day of _____ at _____.

**Department of Environment and
Natural Resources**

**University of the Philippines
Los Baños**

MARIA ANTONIA YULO LOYZAGA
Secretary

JOSE V. CAMACHO. JR.
Chancellor

WITNESSES

AUGUSTO D. DELA PEÑA
Undersecretary for Organizational
Transformation and Human Resources

MARLO D. MENDOZA
Dean, UPLB
College of Forestry and
Natural Resources

JOMAR F. RABAJANTE
Dean, UPLB Graduate School

CERTIFICATES OF AVAILABILITY OF FUNDS

DIÑA M. NILLOSAN
Chief Accountant, DENR

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

**MUNICIPALITY OF LOS BAÑOS) S.S.
PROVINCE OF LAGUNA)**

BEFORE ME, a Notary Public in and for the Province of Laguna, personally appeared the following persons presenting to me competent proof of their identity:

Name	CTC/Passport No.	Date/Place of Issued
MARIA ANTONIA YULO LOYZAGA	D0010332A	06 Sep 2022/ DFA Manila

JOSE V. CAMACHO JR.

All known to me and me known to be the same persons who execute the Special conditions of contract for Master of Science in Natural Resources Conservation (MSNRC) Program for DENR for FIVE MILLION FIVE HUNDRED TWO THOUSAND SIX HUNDRED EIGHTY-EIGHT PESOS (Php 5,502,688.00) of their own free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of six (6) pages, including the page on which this Acknowledgement is written has been signed by the parties and their instrument witnesses on each and every page.

WITNESS MY HAND AND SEAL this ___ day of _____, at the place first above written.

NOTARY PUBLIC

Doc. No. ____
Book No. ____
Page No. ____
Series of ____