



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

JUN 28 1990

DENR SPECIAL ORDER
NO. 609
Series of 1990

SUBJECT: Creation of a Philippine Spotted Deer
Conservation Committee

In the interest of the service and in order to carry out effectively the provisions of the Memorandum of Agreement entered into by and between the DENR and the Parc Zoologique et Botanique de la Ville de Mulhouse in France, on the implementation of the Philippine Spotted Deer Conservation Program, a Committee shall be created composed of the following:

- a) Mr. Samuel R. Peñafiel Chairman
Director III
Protected Areas and Wildlife
Bureau
Quezon Avenue, Quezon City
Philippines
- b) Dr. Jean-Marc Lernould Co-Chairman
Director
Parc Zoologique et Botanique
de la Ville de Mulhouse
51 rue du Jardin Zoologique
68100 Mulhouse
France
- c) Mr. Carlo C. Custodio Member
Chief, Wildlife Division
Protected Areas and Wildlife
Bureau
Quezon Avenue, Quezon City
Philippines
- d) Mr. Demetrio Koh Member
Chief, Environmental
Management Specialist
Ecosystems Management and
Protected Areas Services
DENR - Region VII
Cebu City
Philippines

alternate

Mr. Reuben Calvo
 Chief, Environmental Management
 Specialist
 Ecosystems Management and
 Protected Areas Services
 DENR - Region VI
 Iloilo City
 Philippines

- e) Mr. William L. R. Oliver Member
 Member, IUCN/SSC Deer Specialist
 Group
 Jersey Wildlife Preservation Trust
 Les Augres Manor
 Trinity,
 Jersey,
 Channel Islands
 Great Britain

- f) Mr. Roger Cox Member
 Regional Coordinator for
 Insular Asia
 IUCN/SSC Deer Specialist Group
 9 Markham Square
 London SW3 4UY
 United Kingdom

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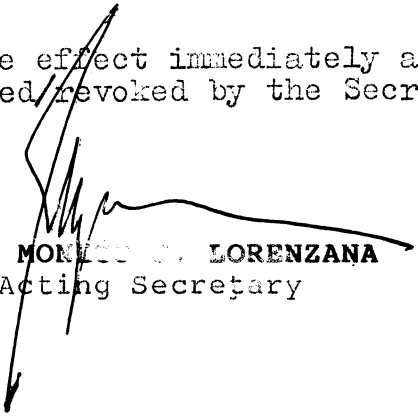
Mr. Roland Wirth
 Chairman, Zoological Society for
 the Conservation of Species
 and Populations
 Franz-Senn-Strasse 14
 D 8000 Munchen 70
 West Germany

The Philippine Spotted Deer Conservation Committee shall perform the following duties and responsibilities:

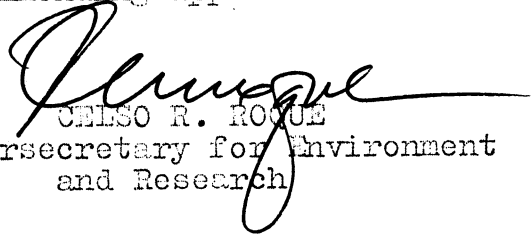
1. Reviews the research and development plan of the Philippine Spotted Deer Conservation Program;
2. Monitors and evaluates the progress of the captive breeding and research program at the Bitu Farm, Silliman University and Parc Zoologique et Botanique de la Ville de Mulhouse and make recommendations for the effective implementation of the program;

3. Recommends to the DENR any movement or disposition of C. alfredi (original stock or progeny) in the possession of Bitu Farm, Silliman University and Parc Zoologique et Botanique de la Ville de Mulhouse;
4. Negotiates the donation of funds for furthering the conservation of C. alfredi or of other species or habitat conservation initiatives, as may be proposed and agreed by the Committee from any individual or institution which may participate in the captive breeding programme for Cervus alfredi under the aegis of future breeding loan extension to those herein named founder stocks of the "World Herd" animals;
5. Formulates guideline on the most beneficial way of disposing donated funds for the C. alfredi conservation projects in the Philippines or such other species or habitat conservation activities as may be agreed by the Committee;
6. Sees to it that no C. alfredi acquired or bred under the terms of This Agreement and therefore registered in the "World Herd" shall be sold for profit or otherwise disposed of without the prior consultation and agreement of the Committee; and,
7. Maintains a copy of the official STUDBOOK of all C. alfredi held outside the Philippines, in Bitu Farm and Silliman University or other pertinent documents, reports (published or unpublished), etc. related to the conservation program of C. alfredi.

This Special Order shall take effect immediately and shall remain in force until amended/revoked by the Secretary.


LITO MORON S. LORENZANA
Acting Secretary

Recommending approval:


CELSO R. ROQUE
Undersecretary for Environment
and Research

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) of the Republic of the Philippines with office address at Visayas Avenue, Diliman, Quezon City, Philippines represented in this agreement by its Undersecretary for Environment and Research, Dr. Celso R. Roque, herein referred to as the FIRST PARTY; and

The PARC ZOOLOGIQUE ET BOTANIQUE DE LA VILLE DE MULHOUSE, a recreational facility legally established by order of the Municipal Authority of the City of Mulhouse, dated 9 June 1893, with office address at 51 rue du Jardin Zoologique 68106 Mulhouse, France represented in this Agreement by its Director Jean Moro Lernould, DMV, herein referred to as the SECOND PARTY.

WITNESSETH

WHEREAS, the FIRST PARTY, in the pursuit of its objectives and official functions and responsibilities under the law is endeavoring to strengthen the conservation efforts of the Philippine spotted deer (Cervus alfredi), an endangered and endemic species of the Philippines, through research and captive breeding with foreign technical assistance;

WHEREAS, the SECOND PARTY, with its wide experience in breeding deer is willing to extend assistance to the Philippine government in the conservation of Cervus alfredi through captive propagation and research in the biology of the animal.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the parties have agreed, as they hereby agree, to the following:

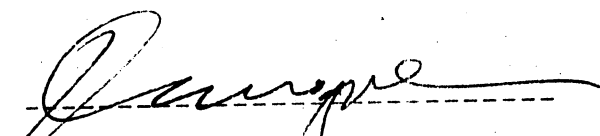
- 1) That the FIRST PARTY shall loan 12 heads of Cervus alfredi for captive breeding (ex-situ) and research purposes to the Parc Zoologique et Botanique de la Ville de Mulhouse under this Memorandum of Agreement.
- 2) That the FIRST PARTY shall issue necessary permits for the transport of 12 heads Cervus alfredi within the Philippines and their subsequent exportation to the PARC ZOOLOGIQUE ET BOTANIQUE DE LA VILLE DE MULHOUSE in France.
- 3) That the FIRST PARTY shall recognize the agreements to be entered into by the SECOND PARTY with the Silliman University, Dumaguete City and Bitu Farm in Barangay Butac, Dingle, Iloilo.

- 4) That the FIRST PARTY shall issue a Gratuitous Permit to the Silliman University and Bitu Farm for the conduct of Cervus alfredi captive propagation (ex-situ) as covered by the agreements they have entered into with the SECOND PARTY.
 - 5) That the FIRST PARTY reserves the right to approve/disapprove of any transfer/movements of Cervus alfredi in the possession of the SECOND PARTY and those maintained at Bitu Farm and Silliman University Breeding Center.
 - 6) That the SECOND PARTY shall export twelve (12) heads Cervus alfredi for captive propagation and research purposes only to France. The ownership of those animals and all ensuing progeny shall remain property of the Philippine Government.
 - 7) That the SECOND PARTY shall comply with the terms and conditions stipulated in the DENR Administrative Order No. 45 governing the acquisition, disposition, loan, exchange, and donation of endangered wildlife species.
 - 8) That the SECOND PARTY shall maintain a registered or official STUDBOOK of Cervus alfredi at the Mulhouse Zoo, France and in the captive breeding centers at Bitu and Silliman University and shall submit a report to the DENR on the status of these animals. Moreover, the FIRST PARTY shall be furnished copies of all published or unpublished reports and articles about the project.
 - 9) That BOTH PARTIES shall consider all acquired Cervus alfredi as breeding nucleus of the WORLD HERD comprising those captive animals of Panay Island origin (to be maintained at Bitu Farm) and of Negros Island origin (to be maintained at Silliman University) and those at Parc Zoologique et Botanique de la Ville de Mulhouse.
 - 10) That a Philippine spotted deer Conservation Committee shall be created, the members of which shall be designated by BOTH PARTIES. The FIRST PARTY shall issue the necessary Special Order to create such Committee.
 - 11) That the Committee shall monitor and evaluate the progress of the captive breeding and research program undertaken by the SECOND PARTY and those at the breeding centers in Silliman University and Bitu Farm. Moreover, the Committee shall recommend the disposition of the acquired Cervus alfredi and progenies under this Agreement.
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This Agreement shall take effect on the date of signing and shall be in full force for a period of five (5) years renewable for another five years unless terminated by mutual agreement of both parties. However, the FIRST PARTY reserves the right to unilaterally rescind the agreement should the SECOND PARTY violates any of the conditions set herein.

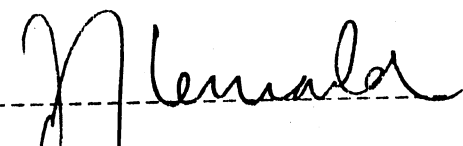
IN WITNESS WHEREOF, we have hereunto affixed our signatures this 28th day of April 1990 at Quezon City, Philippines.

For the Department of Environment
and Natural Resources:



CELSO R. ROQUE
Undersecretary for Environment
and Research
(FIRST PARTY)


For the Parc Zoologique et
Botanique de la Ville de
Mulhouse:



JEAN MARC LERNOULD, DVM
Director
Parc Zoologique et Botanique
de la Ville de Mulhouse
(SECOND PARTY)



Witness



Witness