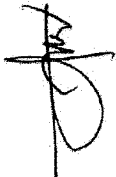





MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into this 05 DEC 2022 day of _____ 20____, by and between:

The **ENVIRONMENTAL MANAGEMENT BUREAU**, a government agency created by virtue of the laws of the Philippines, with office address at the Government Center, Brgy. Sevilla, San Fernando City, La Union, represented by its Regional Director, **ENGR. MARIA DORICA NAZ-HIPE**, and hereinafter referred to as "**EMB-1**";


 The **LGU Binalonan**, body politically created and existing under and by virtue of the laws of the Republic of the Philippines, represented in this instance by the **HON. RAMON RONALD V. GUICO IV**, Municipal Mayor, of legal age, Filipino citizen and with residence at Binalonan, Pangasinan hereinafter referred to as the "**LGU BINALONAN**".

and

 The **UNIVERSITY OF EASTERN PANGASINAN**, an institution duly organized and existing under Philippine Law with business address at MacArthur Highway, Barangay Canarvacanan Binalonan, Pangasinan, Philippines, herein represented by its President, **Dr. EVELYN A. TOMBOC** hereinafter referred to as "**UNIVERSITY of EASTERN PANGASINAN**".

(Collectively referred to herein as "the Parties", and individually, "the Party").

WITNESSETH, that:

 **WHEREAS**, the Parties acknowledge that many water bodies in Region 1 have reached a deteriorated condition which the communities, even with government's help, can no longer address effectively without help from the private sector. Some of these rivers have become stagnant because of the volume of silt, wastes and other debris and have become a continuing threat to the health and safety of the riverside communities. The occurrence of diseases like dengue, acute gastro-enteritis (AGE) and soil transmitted helminthiasis (STH) continues to affect the health of "estero" residents, particularly the children;

WHEREAS, the EMB-1, recognizes the significant role of public and private sectors and community partnership in achieving a cleaner, safer, and healthier environment;

WHEREAS, the LGU Binalonan is mandated by law to implement National Sewerage and Septage Management Program to address sanitation, treatment and disposal of wastewater;



WHEREAS, the LGU Binalonan shall share the responsibility in the management and improvement of water quality within their territorial jurisdictions;

WHEREAS, the LGU Binalonan shall conduct community organizing and other educational activities for stakeholders and implement the Ecological Solid Waste Management (ESWM);

WHEREAS, the LGU Binalonan, true to its commitment, has expressed willingness to assist the government agencies such as the EMB in the environmental improvement of the Tagamusing River in Binalonan, Pangasinan, a tributary of the Sinocalan-Dagupan River System which is an important body of water which runs through several communities in the Province of Pangasinan;

WHEREAS, the University of Eastern Pangasinan is also committed to protecting and preserving the natural environment, and promoting the health, safety and security of its members and the general public;

WHEREAS, the University of Eastern Pangasinan desires to assist the government agencies in the environmental improvement of Tagamusing River in Binalonan, Pangasinan that drains to Sinocalan-Dagupan River System which is an important body of water that is often visited by foreign and local tourist is willing and able to give its assistance to the DENR and the Municipality for the purpose;

WHEREAS, the Parties recognizing the value of working together and uniting to provide a healthy, clean and safe environment, acknowledge and agree to pursue the environmental improvement of the Tagamusing River in accordance with this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the herein-below provisions, the Parties hereby agree and stipulate the following:

A. GENERAL UNDERTAKINGS

1. The Parties agree to develop a comprehensive program intended to reduce, if not totally eliminate floating debris and improve water quality of the Tagamusing River.
2. The Parties agree to coordinate during the term of this Agreement and participate in regular planning and implementation meetings with the view of (a) reviewing and evaluating the implementation of the Program in the Tagamusing River; (b) exploring the possible expansion of coverage of this MOA along the stretch of Tagamusing River; and (c) replicating the relevant activities conducted in the Tagamusing River in other tributaries of the Sinocalan-Dagupan River System.
3. During the effectivity of this Agreement, the Parties agree to determine the necessity of, and to the extent possible, plan for dredging and desilting of the Tagamusing River, introduce interventions such as phyto-remediation thru constructed wetlands, planting of bamboo and other plant species along the river banks, rip-rapping or coco-matting, and constructing and greening of linear parks.

B. RESPONSIBILITIES OF THE DENR THROUGH ITS ENVIRONMENTAL MANAGEMENT BUREAU REGIONAL OFFICE NO. 1 (EMB-1). The EMB-1, shall:

1. Intensify monitoring of industrial/commercial establishments, and undertake regular water quality monitoring at identified stations within the Tagamusing River and its minor tributaries to determine improvements in water quality;



2. Through its EMB-1 Ambient Monitoring and Technical Services Section (AMTSS), ensure that measures to be applied to reduce pollution at the Tagamusing River are harmonized and consistent with the overall initiative of the DENR in improving the quality of water bodies in the country;
3. Through its EMB-1 Ecological Solid Waste Management (ESWM) Section, facilitate actions against violators of Republic Act No. 9003 (Ecological Solid Waste Management Act) and provide technical assistance in establishing the appropriate Materials Recovery Facility/System in the concerned barangays;
4. Through its concerned EMB-I Environmental Education and Information Unit (EEIU), assist in the conduct of community social preparation and other educational activities for key leaders and stakeholder groups in the areas;
5. Undertake other activities as may be required to meet the objectives, and in the best interest, of the Program.

C. RESPONSIBILITIES OF THE LGU BINALONAN

1. To assist potential adoptors/donor business enterprises in technical and legal matters involving the conservation, preservation, management and development and proper use of the LGU's environment and natural resources.
2. To assure potential adoptors/donor business enterprises that the Partnership envisioned in this MEMORANDUM OF AGREEMENT shall be to the best interest and welfare, not only of communities of the serviced areas along the creeks and rivers of the LGU Binalonan.
3. Mobilize the LGU Water Quality Task Force to assist the Adoptors/Donors in all phases of the clean-up and community activities;
4. Within a period of one (1) month from the execution of this Agreement, the Municipal Water Quality Task Force shall cause the immediate surface clean-up with the Adoptors/Donors, and shall lead in planning for possible solutions at the Estero Community, if deemed necessary;
5. With the assistance of the Adoptors/Donors, spearheaded the information and education campaigns and community mobilization activities of the DENR to foster harmonious relations with, and solicit the community participation, cooperation, and support for the Program;
6. Conduct with the assistance of Adoptors/Donors the training of community leaders in (a) solid waste management and (b) mobilizing their fellow residents to implement the Tagamusing River in Binalonan, Pangasinan and minor tributaries improvement program; and
7. Coordinate with other LGUs, relevant government agencies, non-government organizations, advocacy partners, and the affected communities in order to streamline efforts and ensure the smooth implementation of the Program.

D. RESPONSIBILITIES OF THE UNIVERSITY OF EASTERN PANGASINAN shall:

1. Organize its Adopt-an-Estero Team who shall coordinate with the LGU Water Quality Task Force or the DENR Program Implementation Team in all phases of the clean-up and community activities;
2. Within a period of one (1) month from execution of this Agreement, cause the immediate surface clean-up of Tagamusing River in Binalonan, Pangasinan



and shall participate in planning for possible solutions at the Estero Community, if deemed necessary;

3. Assist in the information and education campaigns and community mobilization activities of the DENR to foster harmonious relations with, and solicit the community participation, cooperation, and support for the Program;
4. Assist the DENR and the Municipality in training community leaders in (a) solid waste management and (b) mobilizing their fellow residents to implement the Tagamusing River in Binalonan, Pangasinan and Minor Tributaries Improvement Program; and
5. Coordinate with the Municipality, other Local Government Units (LGUs), relevant government agencies, non-government organizations, advocacy partners, and the affected communities in order to streamline efforts and ensure the smooth flow of the Program.

E. REPRESENTATIONS AND WARRANTIES.

1. The **EMB-1** represents and warrants that:

- a. It has the capacity to enter into, and perform all of, its undertakings under this Agreement and all transactions contemplated herein.
- b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.
- c. The execution, delivery, and performance of this Agreement does not constitute a breach of, or a default under, or conflict with any national or local law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.

2. The **LGU Binalonan** represents and warrants that:

- a. A political body and existing in accordance with the laws of the Republic of the Philippines and has the requisite capacity to enter into and perform all of its undertakings under this Agreement and all transactions contemplated herein.
- b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.
- c. The execution, delivery and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national or local law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.

3. The **UNIVERSITY OF EASTERN PANGASINAN** represents and warrants that:

- a. It is an institution organized and existing in accordance with the laws of the Republic of the Philippines and has the requisite capacity to enter into and perform all of its undertakings under this Agreement and all transactions contemplated herein.
- b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.



c. The execution, delivery and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national or local law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.

F. REPORTING REQUIREMENTS.

The parties concerned shall submit quarterly Status Report of implementation to the EMB-1 / EMB Central Office, as appropriate.

G. MISCELLANEOUS.

1. **TERM.** This Agreement shall be effective immediately upon its execution and shall remain in force for a period of five (5) years.
2. **AMENDMENT OF THE AGREEMENT.** The Parties herein shall not be precluded from amending this Agreement during the period of its validity upon the request of any party on such terms and conditions as may be mutually agreed upon. Such modifications must be reduced to writing and signed by both Parties.
3. **MERGER AND SEVERABILITY.** The Agreement shall contain the entire agreement and understanding between the Parties with respect to the subject matter herein. The Agreement shall not be modified, amended, nor any part waived, without a fully executed agreement, signed by both Parties. If a court of competent jurisdiction determines any portion of the Agreement to be invalid, such portion only shall be severed and the remaining portions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Agreement on the date stated above.

ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. 1

**UNIVERSITY OF EASTERN
PANGASINAN**

ENGR. MARIA DORICA NAZ-HIPE, CESE
Regional Director, EMB-1

DR. EVELYN A. TOMBOC
President



R.I-2022-02273

MUNICIPALITY OF BINALONAN
BY:

HON. RAMON RONALD V. GUICO IV
Municipal Mayor



Signed in the presence of:

ENGR. RYANNE N. NARVAEZ
Chief EMS, EMED

ENGR. CLARISSA C. CABACANG
MENRO, LGU Binalonan

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
SAN FERNANDO CITY) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction on this _____ day
of _____ 20____, personally appeared:

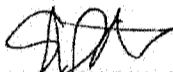
NAME	COMMUNITY TAX		
	CERT. NO. /I.D Nos.	ISSUED ON	ISSUED AT
ENGR. MARIA DORICA NAZ-HIPE	EMBB-DIR2-5-2014	12-07-2017	Quezon City
HON. RAMON RONALD GUICO IV	<u>26559060</u>	<u>12-01-2022</u>	<u>BINALONAN, PANGASINAN</u>
DR. EVELYN A. TOMBOC	<u>2001379</u>	<u>02-14-2022</u>	<u>BINALONAN, PANGASINAN</u>

All known to me and to me known to be the same persons who executed the foregoing Service Agreement and acknowledged to me that the same is their own free and voluntary act and deed, including that of the corporations they respectively represent.

This Agreement, which consists of six (6) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and place first above-written.

Doc. No. 177;
Page No. 37;
Book No. VIII;
Series of 2022


ATTY. SANTIAGO L. PAGADDUT, JR.
Notarial Commission No. 62-2022
Until December 31, 2023
Roll No. 67840, May 25, 2017
IBP OR No. 198081, 01/10/22
PTR No. 1951489, 01/10/2022
MCLE Compliance No. VII-6094247
Zone 1, Parian, San Fernando City, La U

NOTARY PUBLIC



[Handwritten marks]