

## APPLICATION FOR FOREST LAND USE AGREEMENT

Application No. \_\_\_\_\_

The Secretary  
Department of Environment and Natural Resources  
Visayas Avenue, Diliman  
Quezon City

Sir:

In consonance with the provision of P.D. 705 as amended, Executive Order No.192, Series of 1987, Executive Order No. 278, Series of 1987 and all pertinent regulations on the matter, I/We hereby apply for a Forest Landuse Agreement, the particulars of which are as follows:

**Type of Forest land Use:** \_\_\_\_\_

**Approximate Area:** \_\_\_\_\_ ha.

**Location:** Province \_\_\_\_\_  
Municipality/City \_\_\_\_\_  
Barangay(s) \_\_\_\_\_  
Sitio(s) \_\_\_\_\_

**Boundaries:** N : \_\_\_\_\_  
E : \_\_\_\_\_  
S : \_\_\_\_\_  
W : \_\_\_\_\_

I/We understand that the filing of this application does not convey the right to enter, occupy or develop the area applied for, until an agreement has been executed between me/us and the Regional Executive Director of the Department of Environment and Natural Resources.

All application requirements as stipulated in the regulation are enclosed together with the required non-refundable application fee of P\_\_\_\_\_.

Very truly yours

\_\_\_\_\_  
Postal Address

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
Contact Number/s

REPUBLIC OF THE PHILIPPINES )  
Province of \_\_\_\_\_: S.S.  
Municipality of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ Affiant  
exhibited to me his/her Residence Certificate Number A- \_\_\_\_\_ issued at  
\_\_\_\_\_ on \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2016

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Very truly yours

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(Applicant)

Postal Address \_\_\_\_\_

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Contact Number/s \_\_\_\_\_

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Doc. No. \_\_\_\_\_  
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Series of 2017

**INDICATIVE MANAGEMENT PLAN**

**I. INTRODUCTION:**

Description of the area

**II. OBJECTIVES:**

General  
Specific

**III. PROJECT SCHEDULE:**

**IV. TECHNICAL ASPECTS:**

Project activity  
Description of production/development  
Site development

**V. MANAGEMENT ASPECTS:**

Organization  
Management strategies/policies

**VI. FINANCIAL ASPECTS:**

Project cost  
Sources of funds  
Financial Projections

Republic of the Philippines  
**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**  
Visayas Avenue, Diliman, Quezon City  
Tel. Nos. (632) 929-66-26 to 29  
Website: <http://www.denr.gov.ph>

**FOREST LAND USE AGREEMENT  
(FLAg) No. \_\_\_\_\_**

Of

\_\_\_\_\_  
(Second Party)

\_\_\_\_\_  
(Location of Area)

This **AGREEMENT** made and entered into by and between:

The **REPUBLIC OF THE PHILIPPINES**, through its **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ("DENR")**, with address at Visayas Avenue, Diliman, Quezon City, herein represented by its \_\_\_\_\_, hereinafter collectively referred to as the **FIRST PARTY**, -and-

\_\_\_\_\_, a corporation duly organized and existing under Philippine laws, with business/postal address at \_\_\_\_\_, herein represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the **SECOND PARTY**.

*WITNESSETH*

WHEREAS, under Executive Order No. 192, promulgated on June 10, 1987, the DENR is empowered to exercise supervision and control over the forestlands of the Philippines;

WHEREAS, Section 57 of Presidential Decree No. 705, also known as the "Revised Forestry Code of the Philippines", authorizes the special use of forestlands for beneficial purposes which do not impair the forest resources therein;

WHEREAS, the **SECOND PARTY** has been issued \_\_\_\_\_ by the DENR Regional Office of \_\_\_\_\_ for the purpose of \_\_\_\_\_

WHEREAS, after review and validation of the application by the **FIRST PARTY**, the **SECOND PARTY** was found to have complied with the requirements for conversion of its SLUP into FLAg;

\_\_\_\_\_  
(*FIRST PARTY*)

By:

\_\_\_\_\_  
(*SECOND PARTY*)

By:

*WITNESSES:*

WHEREAS, it is in the policy of the State to accelerate the development of renewable energy resources such as ocean, solar and wind and to encourage greater private sector investment and participation therein pursuant to existing laws;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions set forth below, the parties agree as follows:

**Area, Purpose and Duration**

I. The **FIRST PARTY** hereby grants the **SECOND PARTY** the exclusive right to occupy, manage and develop approximately \_\_\_\_\_ of public forestland (the “FLAg Area”) for the establishment and operation of \_\_\_\_\_ for a period of twenty-five (25) years to expire on \_\_\_\_\_, renewable for another twenty-five (25) years, located at \_\_\_\_\_, the boundaries of which are shown in the attached map and forms an integral part of this **AGREEMENT**.

II. The FLAg Area shall be confined within the perimeter of the parcel of land described in the attached map. No other parcel of public forestland shall be utilized by the **SECOND PARTY** without first securing the prior approval of the **FIRST PARTY**.

III. The FLAg Area is a public forestland to the best knowledge and belief of the parties, and the **FIRST PARTY** confirms that based on applicable land classification maps, control maps, and available records of the DENR, there are no prior existing rights therein granted in favor of third parties. The **FIRST PARTY** shall not be responsible for any loss that the **SECOND PARTY** may suffer in case the FLAg Area or portion thereof is declared with finality by a competent court or authority as the private property of another, or is found to be covered by a prior existing right.

IV. The **SECOND PARTY** shall utilize the FLAg Area only for the purpose for which this **AGREEMENT** is granted. In the event the said area will be used for a different purpose, said use shall be subject to prior approval of the Secretary or his duly authorized representative.

V. The **SECOND PARTY** shall, within six (6) months from the issuance of this **AGREEMENT**, delineate and mark on the ground the boundaries of the FLAg Area under the supervision of the DENR. It shall preserve the monuments and other landmarks indicating corners and outlines along the boundaries and within the confines of the FLAg Area.

**Comprehensive Development and Management Plan**

VI. The **SECOND PARTY** shall submit within six (6) months from the issuance of this **AGREEMENT** a Comprehensive Development and Management Plan (“CDMP”) for the FLAg Area. The CDMP shall provide, among others, for appropriate schemes, arrangements, or activities that will maximize the use of the FLAg Area, which are compatible with the \_\_\_\_\_ and shall benefit the host community. The CDMP shall be submitted to, and approved by, the Regional Director, DENR Regional Office - \_\_\_\_\_, after review and deliberation by a Review Committee composed mainly of technical staff of the Forest Management Sector. The approved CDMP shall form part of this **AGREEMENT**. The implementation of development activities, except those pertaining to the protection of the area from illegal entry, forest destruction and other related activities, shall be subject to compliance by the **SECOND PARTY** with paragraph XXIX hereof.

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(*FIRST PARTY*)

By:

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(*SECOND PARTY*)

By:

---

*WITNESSES:*

VII. The **SECOND PARTY** may construct permanent and/or temporary improvements or infrastructure in the FLAG Area necessary and appropriate for its development as a \_\_\_\_\_ pursuant to the approved CDMP. “Permanent Improvements” refer to the foundation of the turbines, access roads, and buildings or structures which adhere to the ground in a fixed and permanent manner. On the other hand, “Temporary Improvements” include those which are detachable from the foundation or the ground introduced by the **SECOND PARTY** in the FLAG Area and which the **SECOND PARTY** may remove or dismantle upon expiration or cancellation of this **AGREEMENT**. Any substantial deviations or modifications from, and/or additional improvements in, the approved CDMP shall be subject to prior approval of the Regional Director, or his duly authorized representative. Such deviations, modifications or additional improvements shall at all times be consistent with the purpose for which the FLAG Area is granted under paragraph I hereof.

#### **Government Share and Performance Bond**

VIII. The **SECOND PARTY** shall pay annual Government Share of \_\_\_\_\_ Philippine Currency, within thirty (30) days upon approval of this **AGREEMENT**, and annually thereafter, within the same month that this **AGREEMENT** is issued, pursuant to DENR Administrative Order No. 2004-16, dated June 15, 2004, setting the Government Share for energy projects within forestlands at **Three Thousand Pesos (P3,000)**, Philippine Currency, per hectare per annum, subject to a cumulative increase of Ten Percent (10%) per annum (i.e. P300/ha per annum).

IX. The annual Government Share shall be paid by the **SECOND PARTY**, without need of demand, not later than end of the month of the following year that this **AGREEMENT** was issued. In case of failure to pay the annual Government Share on the date due, the **SECOND PARTY** shall pay additional charges of 8.33% per month of delay.

X. The Government Share is non-refundable.

XI. Payment of Government Share after the expiration of this **AGREEMENT** shall not be construed as an assurance for the renewal thereof.

XII. As guarantee for the faithful performance of the terms and conditions of this **AGREEMENT**, and compliance with applicable Forest Laws and Regulations, the **SECOND PARTY** shall post a Performance Bond in cash equivalent to twice the amount of annual Government Share pursuant to DENR Administrative Order No. 2004-16, dated June 15, 2004.

#### **Obligations of the Second Party**

XIII. The **SECOND PARTY** shall, within ninety (90) days from issuance of this **AGREEMENT**, submit an Environmental Compliance Certificate (ECC) for its proposed \_\_\_\_\_ in accordance with applicable environmental laws and regulations.

XIV. No trees, regardless of species, shall be cut in the FLAG Area if found within twenty (20) meters from banks of rivers, creeks or streams and of public roads. In case the said 20-meter strip is bereft of trees, the same shall be rehabilitated by the **SECOND PARTY**.

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(*FIRST PARTY*)

By:

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(*SECOND PARTY*)

By:

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*WITNESSES:*

XV. The **SECOND PARTY** shall strictly observe sanitary measures within the FLaG Area to ensure protection of watershed values;

XVI. The **SECOND PARTY** shall protect the FLaG Area from forest fires and other forms of forest destruction.

XVII. The **SECOND PARTY** shall protect and conserve unique, rare and endangered flora and fauna, if any, within the FLaG Area pursuant to existing laws, rules and regulations.

XVIII. The **SECOND PARTY** shall not impede, obstruct or prevent the entry and exit through the FLaG Area of legitimate stakeholders and/or forest users authorized by the DENR.

XIX. The **SECOND PARTY** shall submit an Annual Report showing developmental activities undertaken within the FLaG Area in accordance with the approved CDMP.

XX. All authorized DENR officials and/or employees shall be allowed to enter and inspect the FLaG Area for the purpose of monitoring compliance with the terms and conditions of this **AGREEMENT** and the activities authorized under the approved CDMP.

### **Termination**

XXI. This **AGREEMENT** may be terminated or cancelled by the **FIRST PARTY**, after giving the **SECOND PARTY** due notice and opportunity to be heard, on any of the following grounds:

- a) Violation of any of its terms and conditions, or failure to comply with the obligations under this **AGREEMENT**;
- b) In case this **AGREEMENT** was determined, after appropriate proceedings, to have been obtained through fraud, misrepresentation or omission of material facts existing at the time of filing of the application;
- c) Abandonment of the FLaG Area or failure to utilize the same for the purpose it was granted within the prescribed period without justifiable cause;
- d) Failure to introduce improvements or develop the FLaG Area as indicated in the CDMP; and
- e) Failure to pay the Government Share and the surcharges without justifiable cause within one (1) year after the same had become due and after two (2) notices;

XXII. In the event the **FIRST PARTY** determines that any of the above grounds exist, a notice of breach shall be sent to the **SECOND PARTY** giving the latter at least fifteen (15) calendar days to submit a written explanation. Before any termination is resorted to, the parties shall meet and exert best efforts to resolve the dispute, except when the grounds refer to items (b) and (c) above. The **SECOND PARTY** shall be given reasonable time within which to remedy the breach or to implement the agreed remedial measures.

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*(FIRST PARTY)*

By:

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*(SECOND PARTY)*

By:

---

*WITNESSES:*

XXIII. In case of termination or cancellation of this **AGREEMENT** due to the fault of the **SECOND PARTY**, the Performance Bond shall be forfeited in favor of the **FIRST PARTY**, and the **SECOND PARTY** shall have no right to claim for reimbursement or compensation of whatever kind for the permanent improvements introduced within the FLaG Area as defined in paragraph VII hereof. Such improvements, which shall not include the Temporary Improvements referred to in paragraph VII above, shall be forfeited in favor, and become the property, of the **FIRST PARTY**.

XXIV. Upon termination of this **AGREEMENT**, the **SECOND PARTY** shall be allowed to continue to occupy the FLaG Area for a period not exceeding six (6) months to enable it to remove the Temporary Improvements referred to in paragraph VII above, and to revert the land to its original condition to the extent possible.

#### **Ownership and Transfer**

XXV. The **SECOND PARTY** shall, with respect to its ownership or capital stock, and in relation to the right granted herein to use the public forestland described in the attached map, ensure compliance with the nationality requirement under Article XII, Section 2 of the 1987 Constitution of the Republic of the Philippines, at all times throughout the duration of this **AGREEMENT**. In this regard, the **SECOND PARTY** shall secure the approval of the **FIRST PARTY** or his duly authorized representative in case of transfer of majority of its shares or capital stock after execution of this **AGREEMENT**.

XXVI. The **SECOND PARTY** may transfer this **AGREEMENT** or any rights therein or any assets used therewith, if authorized by the DENR Secretary, subject to the following conditions:

- a) The FLaG has been in existence for at least three (3) years;
- b) The **SECOND PARTY** has been faithfully complying with the terms and conditions of the FLaG including implementation of CDMP;
- c) The transferee has all the qualifications and none of the disqualifications to hold a FLaG;
- d) The transferee shall assume all the obligations and responsibilities of the transferor specified in the FLaG, CDMP and ECC; and
- e) In case the development of the FLaG Area is financed by loan, the concurrence of the financing institution shall be obtained prior to the transfer.

The Parties, however agree that in case the transfer is made by the **SECOND PARTY** in favor of its affiliate, the three (3)-year requirement under item (a) above shall not apply. An “affiliate” shall mean an entity, corporate or non-corporate, controlling or controlled by the **SECOND PARTY**, or associated with the **SECOND PARTY** through common controlling or controlled entities. For the purposes hereof, control shall be deemed to exist if one entity owns, directly or indirectly, through shareholdings or otherwise, at least fifty-one percent (51%) of the voting shares or other voting units of participation in another entity. *Provided*, that the transfer to an affiliate shall not violate any existing laws and regulations implemented by other government agencies.

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(*FIRST PARTY*)

By:

---

(*SECOND PARTY*)

By:

---

*WITNESSES:*

### **Amendment and Renewal**

XXVII. This **AGREEMENT** may be modified, altered or amended upon agreement in writing by both parties.

XXVIII. This **AGREEMENT** may be renewed upon filing by the **SECOND PARTY** of an application six (6) months prior to the expiration hereof.

### **Miscellaneous Provisions**

XXIX. The **SECOND PARTY** shall secure such contracts, permits or approvals as may be required for the establishment and operation of a Hydro Electric Power Generation System from appropriate government agencies in accordance with existing laws and regulations

XXX. This **AGREEMENT** is subject to pertinent DENR Laws, Rules and Regulations, provided the same shall not impair the contractual obligations of both parties herein.

IN WITNESS WHEREOF, the parties have affixed their signatures below at Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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*(FIRST PARTY)*

By:

---

*(SECOND PARTY)*

By:

---

*WITNESSES:*

## **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY, PHILIPPINES ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared the following:

<i>Name</i>	<i>Evidence of Competent Identity</i>

known to me to be the same persons who executed the foregoing instrument, and who acknowledge to me that the same is their free and voluntary act and deed.

This instrument, which is Forest Landuse Agreement (FLAg) No.\_\_\_\_\_, consists of seven (7) pages including this page where this Acknowledgement is written and has been signed by the parties and their witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, at the place and on the date written.

NOTARY PUBLIC

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2017.

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*(FIRST PARTY)*

By:

---

*(SECOND PARTY)*

By:

---

*WITNESSES:*

**MONITORING AND EVALUATION REPORT FORM**

NAME OF AGREEMENT HOLDER:

KIND OF TENURE INSTRUMENT:

FOREST LANDUSE AGREEMENT (FLAgT) NO. \_\_\_\_\_ (\_\_\_\_\_)  
Purpose  
FOREST LANDUSE AGREEMENT (FLAg) NO. \_\_\_\_\_ (\_\_\_\_\_)  
Purpose  
SPECIAL LAND USE LEASE AGREEMENT (SPLULA) NO. \_\_\_\_\_ (\_\_\_\_\_)  
Purpose  
SPECIAL LAND USE PERMIT (SLUP) NO. \_\_\_\_\_ (\_\_\_\_\_)  
Purpose

LOCATION OF THE AREA:

AREA IN HECTARE/S:

DATE CONDUCTED:

CONDUCTED BY:

PURPOSE/S:

IMPROVEMENTS INTRODUCED IN THE AREA:

<u>Nature of Improvement</u>	<u>Dimension</u>	<u>Estimated Value</u>
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

COMPLIANCE TO THE TERMS AND CONDITIONS OF FLAgT/FLAg/SPLULA/SLUP::

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

OTHER FINDINGS:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

COMMENTS/RECOMMENDATIONS:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

SUBMITTED BY:

\_\_\_\_\_  
\_\_\_\_\_

COPY FURNISHED

PENRO

RED

FMB

Secretary, DENR

AGREEMENT Holder

**ANNUAL REPORT ON SPECIAL FOREST LANDUSE AGREEMENT**  
**(FLAg) No. \_\_\_\_\_ for C.Y. \_\_\_\_\_**

**A. BASIC INFORMATION:**

Name of AGREEMENT holder: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Kind of Special Forest Land use Agreement (FLAg) No. \_\_\_\_\_

(Type) \_\_\_\_\_

Date Issued: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Location: Sitios: \_\_\_\_\_ Barangays: \_\_\_\_\_

Municipality \_\_\_\_\_ Province \_\_\_\_\_

Area \_\_\_\_\_ (in hectares)

**B. Improvements introduced in the Area.**

Type of improvement introduced	Dimension of introduced improvements	Previous Year	Current Year	Amount Value in (P)

C. Government share paid (indicate O.R. No., date and amount paid)  
\_\_\_\_\_.**D. Other Activities:**

This is to certify that the above data and information are true and correct to the best knowledge of the undersigned.

\_\_\_\_\_  
Signature of the AGREEMENT holder

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, affiant, \_\_\_\_\_ exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_ and TIN No. \_\_\_\_\_, who executed the foregoing report, and acknowledge to me his free that the same are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
CENRO/PENRO/RED  
(As the case maybe)

Copy Furnished:

CENRO

PENRO

RED

FMB, DIRECTOR

DENR, SECRETARY

**ANNUAL REPORT ON SPECIAL FOREST LANDUSE AGREEMENT FOR  
NIPA AND HERBAL/MEDICINAL PLANTATION  
(FOR C.Y.\_\_\_\_)**

**A. BASIC INFORMATION:**

Name of AGREEMENT holder: \_\_\_\_\_

Postal Address : \_\_\_\_\_

Kind of Special Forest Landuse Agreement (FLAg) No. \_\_\_\_\_

Date Issued: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Location: Sitos: \_\_\_\_\_ Barangays: \_\_\_\_\_

Municipality \_\_\_\_\_ Province \_\_\_\_\_

Area \_\_\_\_\_ ( in hectares)

**B. Improvements introduced in the Area.**

**B.1 Infrastructures:**

Type of improvement introduced	Dimension of introduced improvements	Previous Year	Current Year	Amount Value in (P)

**B.2 Plantation Established:**

Name of Species	Area planted (in has.)	Volume harvested (in kilograms)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**C. Government share paid (indicate O.R. No., date and amount paid)\_\_\_\_\_.**

**D. Other Activities:**

This is to certify that the above data and information are true and correct to the best knowledge of the undersigned.

\_\_\_\_\_  
Signature of the AGREEMENT holder

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\_\_\_\_\_  
CENRO/PENRO/RED  
(As the case maybe)

Copy Furnished:

CENRO

PENRO

RED

FMB, DIRECTOR

SECRETARY

**COMPREHENSIVE DEVELOPMENT AND MANAGEMENT PLAN FOR SPECIAL FOREST  
LANDUSE AGREEMENT (FLAg)**

1. Cover Sheet

Name of AGREEMENT Holder  
Approximate Area

Location:

Region  
Province  
Municipality(s)  
Barangay(s)  
Sitios

Boundaries:

Coordinates      N: \_\_\_\_\_  
                    E: \_\_\_\_\_  
                    S: \_\_\_\_\_  
                    W: \_\_\_\_\_

Physical description:

\_\_\_\_\_

\_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Agreement Holder

Date: \_\_\_\_\_

## Introduction

2. Objectives:
  - 3.1 General Objectives
  - 3.2 Specific Objectives
4. Area Description:
  - 4.1 Location
  - 4.2 History of the area
  - 4.3 Topography
  - 4.4 Drainage
  - 4.5 Climate
  - 4.6 Geology of soil
  - 4.7 Vegetation and Forest cover
  - 4.8 Forest Resource Data
  - 4.9 Demographics and community descriptions
  - 4.10 Infrastructure and utilities
  - 4.11 Environmental Information
  - 4.12 Security
  - 4.13 Other Information
5. Development Plan:
  - 5.1 General Strategy
  - 5.2 Boundary and maintenance
  - 5.3 Infrastructure Development
    - 5.3.1 Permanent Improvements
    - 5.3.2 Temporary Improvements
    - 5.3.3 Other Improvements
6. \*In Case of Nipa and Herbal/Medicinal Plantation
  - 6.1 Seed procurement
  - 6.2 Nursery operations
  - 6.3 Plantation Establishment and Maintenance
  - 6.4 Plantation Protection
  - 6.5 Harvesting and Transport
7. Monitoring and evaluation
8. Market & Utilization:
  - 8.1 Market Information
  - 8.2 Utilization
9. Organization:
  - 9.1 Company organization
  - 9.2 Project organization
    - 9.2.1 Staff
    - 9.2.2 Labor
10. Financial Aspects:
  - 10.1 Costs
    - 10.1.1 Development
    - 10.1.2 Post Development Phase
  - 10.2 Sources of Finance
  - 10.3 Returns
  - 10.4 Financial analysis
11. Appendices
  - 11.1 Maps
    - 11.1.1 General location with technical description (Survey data)
    - 11.1.2 Roads and Infrastructure Developments
    - 11.1.3 Plantation Establishment (if applicants).

**CONTENT OF THE INITIAL ENVIRONMENTAL EXAMINATION (IEE)**

The following shall be the minimum requirement and format of the IEE

**A. COMMUNICATION OF RESULTS.**

1. Table of contents
2. Executive summary (brief subscription of the substantive content)
3. List of IEE preparers and their respective area in the IEE
4. Sworn accountability statement of key IEE preparer
5. Sworn accountability statement of project proponent
6. Process documentation
7. Proof of social acceptability
8. Certificate of Locational viability/locational clearance or zoning certificate
9. Reference/bibliography

**B. SUBSTANTIVE CONTENT.**

1. Project Description to include:
  - Description and map of project location
  - Project purpose/rationale
  - General description of project design/plan
  - Description of components and activities by the development phase
    - .... Pre-construction Phase
    - .... Operation Phase
    - .... Abandonment Phase
2. Methodology for data gathering to include process and content description of:
  - Secondary data gathered and sources
  - Primary baseline data
  - Public consultations
  - Process documentation of consultative activities
3. Description of Environment setting and receiving environment:
  - Delineation/mapping of primary and secondary impact areas
  - Description of existing biophysical environment
  - Description of existing socio-cultural-economic environment
  - Discussion of future environment conditions without the project
4. Impact Identification and Assessment:
  - Summary matrix of predicted environment issues/impact and their level of significance at various stages of development
  - Brief discussion of significant impact on the physical and biological resources
  - Brief discussion of significant socio-economic effects/impacts of the project including discussion of gender issues and population impact
5. Project Area and Space Allocation.

Indicate in a plan the areas covered by the project claim in hectares in the same scale as in item No. 3 showing the allocation of various area, classification of the subdivision, the unit lot area allocation, & grouping of the type of the building, commercial area, intended open space allocation like playground, road networks, domestic and electric power sourcing, domestic waste water treatment, solid waste disposal, space allocation for septic tanks either communal or individual, etc.
6. Project Construction Activities.

Submit a flow chart showing actual sequence of project activities, in every stage of the flow chart, indicate the work force resources needed the volume or amount of materials extracted if any, to accomplish phase activities and the cost of each phase should be submitted, A textual description of the flow chart should be provided.
7. Project Maintenance Throughout Its Lifespan.

Include and describe the maintenance of the project and its surrounding including its Aesthetic value.
8. Source Of Environmental Impacts.

Identify all possible sources of environmental impacts during the entire project style.

- 8.1 During construction stage (from the site clearing, earth movement due to stripping, ground surface leveling, resultant effect of flood water during heavy rains and typhoons to the water bodies).
- 8.2 After construction stage (domestic and/or industrial effluent, solid waste).
- 8.3 Social environmental impacts (effects of pollution and community growth on transportation, school, market, church, hospital and health clinic facilities, recreational space facilities, community and social relationship. Water and power supply).

#### **9. ENVIRONMENTAL MANAGEMENT MEASURES.**

Identify and discuss the measures to minimize adverse environmental impacts caused by the above-mentioned described factors (e.g. soil, erosion, land slides, solid waste disposal, domestic and industrial pollution, etc.) Also indicate stockpile area for waste and measures and minimize adverse effects of rub-off.

#### **10. SIGNATURE OF PROJECT OF PERSON PREPARING THE INITIAL ENVIRONMENTAL EXAMINATION.**

#### **ADDITION TO THE PROJECT DESCRIPTION**

1. 1:10,000 topographic map or vicinity map. The map should be able to show other land uses in the vicinities, e.g. other residential areas, agriculture, commercial, industrial, etc., if possible, this should be color coded to facilitate review.

#### **2. DESCRIPTION OF ENVIRONMENTAL SETTING.**

A. A description of the existing environmental conditions in the proposed site should accompany the map submitted. Emphases should be given on the following:

- A.1 Nearby surface water bodies (quality, uses, classification, etc.)
- A.2 Critical ecological system (mangrove, forest land, etc.)
- A.3 Land Uses
- A.4 Existing Environmental Problems. If any incidence of air and water pollution soil erosion, etc.)
- A.5 Socio-Economic indicator

A.5.1 Total workforce to be employed by the project proponent

Personal : \_\_\_\_\_  
Laborers : \_\_\_\_\_

A.5.2 Existing number of residents in effected areas (proposed site)

#### **3. ENVIRONMENTAL MANAGEMENT PLAN:**

- Summary matrix of proposed mitigation and enhancement measure estimated cost and responsibilities
- Brief discussion of mitigation and enhancement
- Monitoring Plan
- Contingency Plan (if applicable)
- Institutional responsibilities and agreement

#### **4. RECOMMENDATION:**

- List of resolved issues
- List of partially resolved issues
- New issues arising from the IEE that have been resolved

#### **NOTE:**

All document in ten (10) legible copies and complete electronic file in computer diskettes shall be submitted.

Procedural Screening Fee .....	P 200.00
Filling Fee .....	P 460.00
Processing Fee.....	2,100.00
Legal and Research Fee .....	240.00
Total	P 3,000.00
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