

**MEMORANDUM OF AGREEMENT ON THE
ESTABLISHMENT OF THE
PHILIPPINE MARINE TURTLE PROTECTED AREA NETWORK**

This Memorandum of Agreement (the "Agreement") is made and entered on the 24th day of October 2017 in the City of Pasay, by and among:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, hereinafter referred to as "DENR", with office address at Visayas Avenue, Diliman, Quezon City, represented by its Secretary, **ROY A. CIMATU**;

The **PROVINCIAL GOVERNMENT OF PALAWAN**, hereinafter referred to as "Province of Palawan", with office address at Provincial Capitol Building, Rizal Ave. cor. Fernandez St. 5300, Puerto Princesa City, Palawan, represented by its Governor, **HON. JOSE CHAVES ALVAREZ**;

The **PROVINCIAL GOVERNMENT OF TAWI-TAWI**, hereinafter referred to as the "Province of Tawi-Tawi", with office address at Provincial Capitol, Tubig-Boh, Bongao, Tawi-Tawi, represented by its Governor, **HON. RASHIDIN MATBA**;

The **PALAWAN COUNCIL FOR SUSTAINABLE DEVELOPMENT**, hereinafter referred to as "PCSD", a government entity created under Republic Act No. 7611 [Strategic Environmental Plan (SEP) Act], with principal office at PCSD Building, Sports Complex Road, Sta. Monica, Puerto Princesa City, Palawan, represented by its Executive Director, **NELSON P. DEVANADERA**;

The **PROTECTED AREA MANAGEMENT BOARD OF TUBBATAHA REEFS NATURAL PARK**, hereinafter referred to as the "TRNP"; represented by its Co-Chairperson, **HON. JOSE CHAVES ALVAREZ**, authorized under Protected Area Management Board Resolution No. 17-096;

The **PROTECTED AREA MANAGEMENT BOARD OF EL NIDO-TAYTAY MANAGED RESOURCE PROTECTED AREA**, hereinafter referred to as the "ENTMRPA;" represented by its Chairperson, **NATIVIDAD Y. BERNARDINO**, authorized under Protected Area Management Board Resolution No. 2017-2A, Series of 2017;

- and -



The **PROTECTED AREA MANAGEMENT BOARD OF TURTLE ISLANDS WILDLIFE SANCTUARY**, herein after referred to as “**TIWS**”, represented by its Chairperson, **FELIX S. MIRASOL JR.**, authorized under Protected Area Management Board Resolution No. 1, Series of 2017;

collectively, the “**Parties**”

WITNESSETH:

WHEREAS, it is the policy of the State to promote the right of the people to a balanced and healthful ecology in accordance with the rhythm and harmony of nature, as well as to protect wildlife and their habitats for the present and future generations of Filipinos;

WHEREAS, the DENR is the primary government agency responsible for the conservation, management, development, and proper use of the country’s environment and natural resources, and has control and administration of the National Integrated Protected Area System (NIPAS) or the classification and administration of all designated protected areas established pursuant to Republic Act No. (RA) No. 7586, otherwise known as the “National Integrated Protected Areas System (NIPAS) Act of 1992”;

WHEREAS, the PCSD is a government instrumentality created by virtue of Republic Act No. 7611, otherwise known as the “Strategic Environmental Plan (SEP) of Palawan Act” or the “SEP Law”, tasked to, among others, enforce the Environmentally Critical Areas Network (ECAN), a graded system of protection and development control over the whole of Palawan, including its small islands, mangroves, coral reefs, seagrass beds and the surrounding sea;

WHEREAS, Republic Act No. 9147, otherwise known as the “Wildlife Act”, provides the policy framework for the protection of foraging, feeding, and congregation habitats of threatened species, especially of, among others, marine turtles, by designating such as Critical Habitats to be co-managed by the DENR, PCSD in the case of Palawan, and the concerned local government units;

WHEREAS, local government units (LGUs) are the territorial and political subdivisions of the Republic of the Philippines, which, among others, share with the national government the responsibility in the management and maintenance of ecological balance within their respective territorial jurisdictions, subject to Republic Act No. 7160, otherwise known as the “Local Government Code of 1991,” and national policies;



WHEREAS, the Provinces of Palawan and Tawi-Tawi each hosts areas found to be traditional nesting sites, developmental habitats or feeding grounds of marine turtles, specifically the Green Sea Turtle (*Chelonia mydas*) and the Hawksbill Turtle (*Eretmochelys imbricata*), and these areas have been granted special legal protection and conservation status by having been proclaimed or legislated as protected areas under the Local Government Code of 1991, the SEP Law or the NIPAS Act;

WHEREAS, the Tubbataha Reefs Natural Park (TRNP) covering about 97,030 hectares of reefs, islets, seabed and airspace in the Municipality of Cagayancillo, Province of Palawan, is a protected area under the NIPAS Act and SEP, and established by Republic Act No. 10067, otherwise known as the "Tubbataha Reefs Natural Park Act";

WHEREAS, the El Nido-Taytay Managed Resource Protected Area covering about 89,134.76 hectares of land and municipal waters in the Municipalities of El Nido and Taytay, Province of Palawan, is a protected area under the NIPAS Act, and established by Proclamation No. 32 (1998);

WHEREAS, the Turtle Islands Wildlife Sanctuary of six islands and surrounding waters of about 242,976 hectares of the Turtle Islands Municipality, Province of Tawi-Tawi, is a protected area under the NIPAS Act, and established by Proclamation No. 171 (1999);

WHEREAS, each protected area under the NIPAS Act is governed by a multi-sectoral Protected Area Management Board (PAMB), which, among others, decides matters relating to planning, peripheral protection, and general administration of the protected area, in accordance with the general management strategy;

WHEREAS, as ecologically interconnected habitats, the well-coordinated, consistent and synergistic management of TRNP, ENTMRPA and TIWS will significantly enhance the protection of marine turtles by covering the different life stages of the species and reducing threats to the migratory routes of sea turtles;

WHEREAS, the Marine Turtle Protected Area Network is based on scientific studies using satellite telemetry, tagging, and aerial surveys, which identified delineated priority conservation areas, including migratory pathways, developmental, foraging, and nesting habitats that form part of the Philippine Sea Turtle Corridor within the Sulu-Sulawesi Seascape;

WHEREAS, the effective conservation and management of marine turtles and their habitats requires concerted efforts among national and local government agencies, local communities and other stakeholders, to ensure the protection and long-term survival of marine turtles in this part of the region;



WHEREAS, there is a need to jointly manage and protect the only remaining major green turtle habitats and population in the Southeast Asian region through a unified approach in the formulation and attainment of the management and protection strategies/goals;

WHEREAS, the protection and management of the populations and critical habitats of endangered migratory species contribute to meeting the obligations of the Republic of the Philippines under international treaties, such as the Convention on the International Trade of Wild Flora and Fauna (CITES), the Convention on Biological Diversity (CBD), the Convention on Migratory Species (CMS), and to regional cooperation, through, among others, the Association of Southeast Asian Nations (ASEAN), and the Coral Triangle Initiative on Coral Reef, Fisheries and Food Security (CTI-CFF);

WHEREAS, the Coral Triangle is established by a broad scientific consensus as the global epicenter of marine life abundance and diversity, home to the highest number of coral and reef fish species in the world, and a spawning and nursery ground for six species of threatened marine turtles, providing significant benefits and ecosystem services to the millions of people who reside within the Coral Triangle, as well as to billions more outside the region;

WHEREAS the Sulu-Sulawesi Seascape, a priority seascape of the CTI-CFF, is part of a multilateral partnership of six countries working together to sustain extraordinary marine and coastal resources by addressing crucial issues such as food security, climate change and marine biodiversity;

WHEREAS, the Turtle Islands Wildlife Sanctuary is part of the Philippine-Sabah Turtle Islands Heritage Protected Area (TIHPA), and is covered by a trans-boundary bilateral agreement, which was forged between the Governments of Malaysia and the Philippines to strengthen the conservation and protection of marine turtles and their habitats;

WHEREAS, the Philippines is a Party to the CMS, and a signatory to the Indian Ocean South East Asian (IOSEA) Memorandum of Understanding under the auspices of the CMS, which includes among its management strategies for marine turtles, the improvement of coordination among government and non-government sectors in the conservation of marine turtles and their habitats, and develop networks for cooperative management of shared populations, within or across sub-regions, and, where appropriate, formalize cooperative management arrangements;

WHEREAS, the Parties agree on the need to establish a network among the aforementioned Protected Areas, and on the sharing of duties and responsibilities for the common goal of conserving sea turtles;



NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the Parties hereby agree to enter into this Agreement under the following terms and conditions:

ARTICLE I

**ESTABLISHMENT OF THE PHILIPPINE MARINE TURTLE
PROTECTED AREA NETWORK**

Subject to national laws, the Parties hereby agree to establish the Philippine Marine Turtle Protected Area Network (“MTPAN”) composed of the following protected areas under NIPAS:

1. El Nido-Taytay Managed Resource Protected Area
2. Tubbataha Reefs Natural Park
3. Turtle Islands Wildlife Sanctuary

**ARTICLE II
OBJECTIVES AND PURPOSE**

The Parties agree to take the necessary steps to achieve the following objectives:

1. To establish and effectively manage a network of marine protected areas (MPAs) to strengthen the protection of marine turtles and their habitats for the purpose of sustaining and maintaining a viable population of marine turtles,
2. To improve management effectiveness of critical habitats of marine turtles within the MTPAN;
3. To contribute to meeting the Philippine Government’s commitments to international agreements,
4. To reduce or eradicate the threats to marine turtle populations within the MTPAN, especially by addressing the sources of marine turtle mortalities, including poaching of marine turtle eggs, by-catch of marine turtles in fisheries, and the disturbance of nesting and foraging habitats;



**ARTICLE III
AREAS OF COOPERATION**

This Agreement shall cover, among others, the following areas of cooperation:

1. Research and monitoring

- a. Collaborate to undertake joint research within the network
- b. Contribute to the development of the marine turtle database of the Philippines
- c. Establish a programmatic information exchange between and among the agencies

2. Communication, Education and Public Awareness (CEPA) Programs

- a. Develop and implement a communication strategy with a common network message
- b. Develop and produce communication materials to promote and increase awareness on the marine turtle network and related concerns
- c. Develop and implement awareness program to encourage participation in marine turtle conservation by Government institutions, non-governmental organizations, the private sector, and the general public

3. Enforcement

- a. Design and implement a wildlife law enforcement coordination protocol within the network
- b. Exchange critical intelligence information on wildlife poaching and trafficking within the network and as necessary, undertake joint operations for high level targets

4. Capacity-building

- a. Undertake peer-to-peer learning on marine turtle monitoring and management, including protection
- b. Provide necessary logistical support for enforcement
- c. Conduct relevant trainings for MPA network management, and marine turtle and other wildlife protection program
- d. Develop and access relevant learning platforms on species conservation, protected area networks

5. Promoting best practices in marine turtle conservation and habitat protection and management

- a. Determine and apply best practice approaches to minimizing threats to marine turtle populations and their habitats and reduce the incidental capture and mortality of marine turtles in fisheries, through the use of, among others, gear, devices, and techniques, spatial and seasonal



- fishing closures, as well as equipment that effectively allow the escape of marine turtles in the course of fishing
- b. Rehabilitate degraded marine turtle habitats
- c. Community-based management of nesting beaches
- d. Identify and implement sustainable alternative livelihoods for affected communities
- e. Minimize threats and disturbances to nesting and feeding turtles, nests, and hatchlings in the development, implementation and management of marine turtle-based ecotourism programs.

6. Resource mobilization and fund-raising for the operationalization of the MTPAN

- a. Develop joint projects to support the MTPAN
- b. Establish public-private partnerships.

ARTICLE IV

MARINE TURTLE PROTECTED AREA NETWORK COORDINATING COUNCIL

To ensure coordination, consistency and synergy in the Parties' efforts and activities under the Areas of Cooperation, the Parties hereby establish a coordinating body to be known as the Marine Turtle Protected Area Network Coordinating Council (the "Council") composed of the following:

- 1. DENR Secretary, or his/her duly authorized representative, who will act as Lead Convenor;
- 2. PCSD Chairperson or his/her duly authorized representative;
- 3. Governor of Palawan or his/her duly authorized representative;
- 4. Governor of Tawi-Tawi or his/her duly authorized representative;
- 5. One (1) duly authorized representative from each of the three PAs.

The Council shall:

- 1. Coordinate the effective implementation of network plans and programs;
- 2. Provide guidance for the effective management of the network;
- 3. Approve network action plans and projects and set goals and targets for the network;
- 4. Coordinate efforts for resource mobilization;



5. Convene meetings at least twice a year for reporting and monitoring of progress against targets;
6. Develop partnerships among stakeholders and government instrumentalities to achieve the goals of this MOA;
7. Make policy recommendations for the fulfillment of the objectives of the MOA and based on the obstacles and difficulties encountered in turtle conservation; and
8. Perform other functions as may be necessary for network promotion.

The Biodiversity Management Bureau (BMB) of the DENR shall act as the Secretariat of the Council.

**ARTICLE V
COMMON OBLIGATIONS AND RESPONSIBILITIES**

1. Each Party shall mobilize internal resources for the MTPAN Council to meet the provisions of this MOA, ensure adequate and consistent representation to the Council, and implement a feedback and compliance mechanism to foster an integrated response to marine turtle conservation.
2. The MTPAN Council shall facilitate the provision of necessary support from relevant stakeholders and partners in the development and implementation of activities covered by Article III (Areas of Cooperation) of this MOA.

**ARTICLE VI
DUTIES AND RESPONSIBILITIES OF EACH PARTY**

Within their capacities and mandates, the Parties have the following duties and responsibilities -

The DENR through the BMB and respective PAMBs of the MPAs comprising the MTPAN, shall:

1. Lead the conduct of research and monitoring within the MTPAN;
2. Develop and lead the implementation of capacity building programs relative to conservation and management of marine turtles as well as effective law enforcement strategies outside the Protected Areas using the latest scientific findings;
3. Develop Communication Education and Awareness Programs and promote best practices in marine turtle conservation, habitat protection and management;

4. Develop communication and enforcement protocols and ensure compliance therewith;
5. Lead resource mobilization and opportunities to operationalize the MTPAN; and
6. Document and monitor the compliance of Parties with this Memorandum of Agreement.

The Province of Palawan, within its jurisdiction, shall:

1. Identify areas critical for marine turtles, such as migratory corridors, nesting beaches, developmental habitats, inter-nesting and feeding areas, and where possible, designate and manage them as protected/conservation areas, sanctuaries or temporary exclusion zones in areas of critical habitat, or take other measures, including the modification of fishing gear, restrictions on vessel traffic, to eliminate threats to marine turtles in those areas.
2. Provide resources to help operationalize the MTPAN within Palawan.
3. Integrate wildlife law enforcement protocol inside and outside the MTPAN among the responsibilities of programs such as Bantay Palawan Program, Peace and Order Program, Bantay Turista Program, and others as may be applicable.
4. Aid in the enforcement of wildlife laws inside and outside the MTPAN.
5. Facilitate the exchange of critical intelligence on wildlife poaching and trafficking within the network ensuring that vital information are reported to the authorities and acted upon.
6. Initiate the establishment of new MPAs that are identified areas critical for marine turtles.
7. Legislate measure that will ensure that identified critical habitats of marine turtles outside the MTPAN are free from threats.
8. Develop incentives for adequate protection of conservation areas for marine turtles outside the MTPAN.
9. Legislate policies that will help accomplish the over-all objectives of this Agreement.

The Province of Tawi-Tawi, within its jurisdiction, shall:

1. Identify areas critical for marine turtles, such as migratory corridors, nesting beaches, developmental habitats, inter-nesting and feeding areas, and where possible, designate and manage them as protected/conservation areas, sanctuaries or temporary exclusion zones in

areas of critical habitat, or take other measures, including the modification of fishing gear, restrictions on vessel traffic, to eliminate threats to marine turtles in those areas.

2. Develop incentives to improve protection of conservation areas for marine turtles outside Protected Areas.
3. Undertake assessments of the environmental impact of marine and coastal development and other human activities that may affect marine turtle populations and their habitats.
4. Manage and regulate the use of nesting beaches and coastal to ensure that impacts of economic developments to marine turtles and habitats are minimized.
5. Monitor and promote the protection of coastal and marine habitats from maritime pollution, including marine debris, that may adversely affect marine turtles.
6. Strengthen the enforcement of existing environmental laws related to the management of marine resources.
7. Rehabilitate degraded nesting beaches, with indigenous flora as far as possible in order to provide visual and light barriers to coastal development and to restore appropriate beach temperature regimes, including enforcement of easement regulations and removal of debris that may impede turtle nesting and hatchling production.

The PCsD shall:

1. Within three (3) months from the effectivity of this MOA, provide all the Parties with a certified true copy of a Resolution duly approved by the PCsD, authorizing its **Executive Director, Mr. Nelson P. Devanadera**, to act as its representative and signatory to this MOA.
2. Co-facilitate the conduct of research and monitoring in the network in the Province of Palawan, in coordination with the PAMBs.
3. Develop and lead the implementation of capacity building programs relative to conservation and management of marine turtles in Palawan.
4. Develop Communication Education and Awareness Programs and promote best practices in marine turtle conservation, habitat protection and management within protected areas in Palawan.
5. Lead the implementation of enforcement protocols of the marine turtle PA network within the province of Palawan.



6. Support the resource mobilization and opportunities to operationalize the network.
7. Initiate the institutionalization of policies that are necessary to carry out the over-all objective of this Agreement.

All member PAMBs of the MTPAN shall be guided by the functions of the PAMB provided by the NIPAS Act and its Implementing Rules and Regulations (DENR Department Administrative Order No. 26-2008), as well as the following MTPAN duties:

1. Approve policies, programs, agreements, guidelines and other relevant documents including the Manual of Operations for the management of Protected Areas.
2. Ensure that the protected area management plan (PAMP) is harmonized with relevant plans.
3. Ensure that programs are implemented, and the progress of implementation are monitored and evaluated.
4. Facilitate boundary delineation and demarcation of the PA.
5. Recommend to the Secretary, user fees and charges for the respective protected areas under their jurisdiction.
6. Perform roles identified by and agreed upon with the Network Coordinating Council in Article VI, in accordance with existing policies.
7. Provide the Council with management inputs relevant to operationalizing the marine turtle protected area network and alert the DENR and other relevant enforcement agencies on increased or continuing violations of law that would have an impact on turtle populations and their viability.
8. Ensure that PAMB clearances and permits are considered in terms of their likely impacts on the marine turtle population, including such issues as plastic pollution and projects that might increase beach debris.
9. Select their representatives to represent their Protected Area in the Marine Turtle PA Network technical working group.

ARTICLE VII TERMINATION

A Party can choose to withdraw from this Agreement by giving prior written notice to the other parties at least thirty (30) days from the effective date of termination. This Agreement shall continue to subsist among the remaining Parties.



**ARTICLE VIII
AMENDMENTS**

This Agreement may be revised, modified, or amended, in whole or in part, by the agreement of all Parties in writing.

Any revision, modification or amendment agreed among the Parties shall come into effect on such date as maybe determined by the Parties.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

This Agreement shall be governed and construed in accordance with Philippine Laws.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Other interested parties and Protected Areas, as maybe found to be significant for marine turtle conservation as supported by present or future studies, may become a party to this Agreement by executing a counterpart hereof and submitting the same to all existing Parties for their approval.

**ARTICLE X
EFFECTIVITY**

This Agreement shall remain valid and effective for a period of five (5) years from the date of signing hereof, subject to revival, renewal or extension, upon mutual consent by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and place first above written.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

ROY A. CIMATU
Secretary



**PROVINCIAL GOVERNMENT OF
PALAWAN**

JOSE CHAVES ALVAREZ
Governor

**PALAWAN COUNCIL FOR
SUSTAINABLE DEVELOPMENT**



NELSON P. DEVANADERA
Executive Director

**TURTLE ISLANDS WILDLIFE
SANCTUARY PA MANAGEMENT
BOARD**



FELIX MIRASOL JR.
Chairperson/Representative

**PROVINCIAL GOVERNMENT OF
TAWI-TAWI**

RASHIDIN H. MATBA
Governor

**EL NIDO-TAYTAY MANAGED
RESOURCE PROTECTED AREA
MANAGEMENT BOARD**



NATIVIDAD Y. BERNARDINO
Chairperson/Representative

**TUBBATAHA PROTECTED AREA
MANAGEMENT BOARD**

JOSE CHAVES ALVAREZ
Co-Chairperson/ Representative



ACKNOWLEDGMENT:

**REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY) S.S.**

BEFORE ME, this ___ day of ___ in the City of Pasay, Philippines,
personally appeared:

Name	Official Agency ID No.	Dated issued
Roy A. Cimat		
Jose Chaves Alvarez		
Rashidin Matba		
Nelson P. Devanadera		
Natividad Y. Bernardino		
Felix Mirasol Jr.		

All known to me as the same persons who executed the foregoing Memorandum of Agreement and exhibited to me their respective competent evidence of identity as indicated below their names and acknowledged to me that the same is their voluntary act and deed and free act of the entities which they respectively represent.

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