

Memorandum Circular
No. 9
August 5, 1991

**SUBJECT: Implementing Guidelines on Force Majeure
in Contract Reforestation**

Pursuant to Section 55, Article VII and Section 64, Article IX of DENR Administrative Order (AO) No. 31 Series of 1991, otherwise known as the "Revised Guidelines for Contract Reforestation," the following implementing guidelines on force majeure are hereby promulgated:

Section 1. Definition of Force Majeure - In accordance with Section 55 of DAO 31 Series of 1991, force majeure shall refer to those events which could not be foreseen, or which though foreseen, are inevitable so as to make it impossible for the contractor to carry-out, in whole or in part, the obligations under the contract. These shall include the following:

- a) Those due to human causes such as wars, armed invasion, revolution, rebellion, insurrection, armed blockades, riots, civil disturbances, strikes and other analogous causes; and
- b) Those due to natural causes such as earthquakes, typhoons, storms, floods, prolonged drought, epidemics, and other similar phenomena.

Considering the foregoing definition, forest fires, regardless of cause or origin, shall not be considered force majeure, especially since adequate funds for maintenance and protection (which include fire prevention and control) are provided for in reforestation contracts. Thus, contractors shall be fully responsible in the replanting of burned plantations.

Section 2. Reportorial Requirement/Consultations - In case of force majeure, the contractor shall notify the DENR office concerned (i.e. Region/PENRO/CENRO) in writing, within seven (7) days after its occurrence, describing the same and its effects upon the performance of the contract. The parties (i.e. DENR and the contractor) shall, within five (5) days from receipt of the notice, consult with each other to decide on the most appropriate course of action to take under the circumstances, which may include suspension of work or termination of the contract.

Section 3. Liability in Force Majeure Cases - As a general rule, no party can be held liable in cases of force majeure as defined in Section 1 hereof. However,