

Administrative Order
No. 35
July 17, 1992

SUBJECT : Prescribing the Guidelines for Community Reforestation Contract Under the Low-Income Upland Communities Project (LIUCP)

In line with the mandates of the DENR, the Government's commitments to the Asian Development Bank (ADB) - the Project's financing institution for the upland and tribal communities in Mindoro, and in view of the uniqueness of the Project setting in contrast with regular and other foreign-assisted reforestation projects, interim guidelines for community reforestation contract are hereby provided.

ARTICLE I
Preliminary Provisions

Sec. 1 Project Arrangements - The implementation of reforestation under the DENR's Low Income Upland Communities Project shall be guided by the following arrangements:

- 1.1 The Project will cover eight (8) major watersheds, comprising a total of approximately 225,000 has., namely: Malaylay-Bucayao, Pola, Bongabong and Kabilayan Watersheds in Oriental Mindoro; and Abra de Ilog-Mamburao and Caguray Watersheds in Occidental Mindoro.
- 1.2 Reforestation activities will target around 15,000 hectares of open and denuded areas to benefit 7,500 families, about 4,500 of which will be tribal families and about 3,000 will be lowland migrants. Reforestation agreements will accrue directly to these beneficiaries.
- 1.3 Development activities such as reforestation will be initiated after a community-based Socio-Economic Development Plan (SEDP) has been developed.
- 1.4 The Project will establish and operate community nurseries.
- 1.5 The Project will be executed through a tripartite understanding between the DENR-taking the lead role accountable for administering agroforestry, reforestation, census, surveys and land titling, through and with the involvement of its provincial and municipal offices (PENRO/CENRO), the Local Government Units (LGUs) through the Provincial Engineers Office -

accountable for construction and maintenance of rural roads, and the NGO - contracted as project intermediary between beneficiaries and delivering agencies who shall primarily be responsible for implementing project goods and services in the watersheds.

- 1.6 The first key service which will be provided to the beneficiaries through the partner NGOs is community organizing and cooperative development which is one of the five (5) major components of the Project. Among the physical outputs of this component is the generation of a simple Socio-Economic Development Plan (SEDP) and social preparation of the beneficiaries through education and trainings.
- 1.7 Infrastructure activities, such as construction, maintenance and/or rehabilitation of roads, bridges and trails, shall be treated separately under the Infrastructure component of the Project.

Sec. 2 Definition of Terms - As used in these guidelines, the terms enumerated below shall be defined as follows:

CENRO - Refers to the Community Environment and Natural Resources Office/Officer of the DENR.

Community Reforestation Agreement - Refers to an agreement between the government represented by the DENR and a duly recognized People's Organization (PO) acting for and in behalf of residents of a community located in or adjacent to a reforestation site, whereby the residents would implement activities prescribed in the agreement under supervision of the entity, which would in turn be directly responsible to the DENR for performance under the agreement.

Comprehensive Site Development - Plantation establishment activities in reforestation which include, among others, construction of infrastructure; seedling production; site preparation planning/replanting; maintenance and protections; and silvicultural treatments such as covercrop planting, income enhancement planting, enrichment planting and intercropping.

Covercrop Planting - The process of conditioning denuded areas which are highly cogonal, rocky or erodible by planting creeping leguminous perennials such as kudzu, calopogonium, stylosanthes, desmodium, lablab bean, psophocarpus (winged bean), patani, or by planting suitable non-legumes such as morning glory vine, wild sunflower and kikuryu grass in order to improve soil fertility, organic matter and water holding capacity prior to or concurrent with the replanting of trees and other perennials in such areas.

Enrichment Planting - The process of interplanting fuelwood, timber and non-timber crops in inadequately-stocked reforestation projects previously implemented for the purpose of increasing wood supply for the people and enhancing the income-generating potential of such projects.

Family Approach Reforestation Agreement - Refers to an agreement entered into by and between the government represented by the DENR and the head of a family.

Forest Land Management Agreement (FLMA) - A contract issued by the DENR to duly-organized bona fide residents of the community where the FLMA area is located, among others granting them the sole and exclusive privilege to develop the said area, harvest and utilize its products for 25 years, renewable for another 25 years, with the obligation to pay production share to the government equivalent to the cost invested in reforesting such area, pursuant to DENR Administrative Order No. 71, Series of 1990 or other ensuing guidelines.

Income-Enhancement Planting - The process of interplanting fuelwood and food crops in areas previously planted with trees and perennials to produce income from these areas while waiting for the trees/perennials to mature.

Intercropping - The process of interplanting food crops, such as: camote, bananas, cassava, peanuts, etc., in portions of a reforestation project cultivated as part of site preparation.

Learning-Process Approach - An approach focused on the step-by-step development where we can get lessons and experiences which will be applied for future use.

Limited Production Forests - Areas with slopes greater than 50% developed primarily to supply non-timber products such as bamboo, rattan, anahaw, pandan, medicinals, fruits, gums and resins, spices and other horticultural crops.

Local Government Units (LGU) - Refers to the provincial and municipal government officers involved within the Project.

Minimum Survival Rate - The number of final crop and nurse tree species or other perennials growing at a reforestation project that is acceptable to DENR upon completion of a comprehensive site development contract, and which is fixed at 80% each for final crop and nurse species per hectare based on the prescribed planting density.

Monitoring and Evaluation - Inspection and assessment procedures employed in reforestation projects simultaneous with or upon completion of either the whole or part of the site development activities, for the main purpose of determining their status and progress.

National Project Office (NPO) - Refers to the office/institution established within the DENR's office at national/central level and responsible for coordinating the operations of both Provincial Project Management Offices.

National Project Steering Committee (NPSC) - Refers to a multi-agency group composed of Department of Environment and Natural Resources (DENR), Governors from Oriental and Occidental Mindoro, Department of Budget and Management (DBM), National Economic Development Authority - Regional Development Council (NEDA-RDC) which serves as the advisory group at the national level, and provide general policy directions, monitor and review the project profile.

PENRO - Refers to the Provincial Environment and Natural Resources Office/Officer of the DENR.

Planting Density - The total number of final crop and nurse trees or other perennials prescribed per hectare for a particular reforestation project following the standards provided for in the Guidelines.

Production Forests - Areas with slopes from 0-50% developed to supply both timber and non-timber products such as bamboo, rattan, horticultural crops (e.g., fruits/nuts trees), mangrove (e.g. " bakawan/nipa), gums and resins, spices, or a combination thereof.

Project Development Plan - A concise write-up that presents in a systematic and organized manner the objectives, detailed activities, planting design/choice of species, schedule of activities, organization and manpower, estimated costs, and such other matters necessary for the full operation and establishment of a reforestation project.

Protection Forests - Areas regardless of slope which are highly erodible or too rocky for establishment of either production forests or limited production forests, developed for the principal objectives of establishing vegetative cover to prevent erosion, conserve water and nurture wildlife.

Provincial Project Management Office (PPMO) - Executing unit established at the provincial level responsible for coordinating, supervising, monitoring and providing technical assistance to the WMU, SMU, and the community.

Provincial Project Steering Committee (PPSC) - The advisory council at the provincial level composed of the following members, namely: Provincial Governor as the chairman, PENRO, PPMO Project Manager, Provincial Planning and Development Officer, and NGO representatives.

Reforestation by Administration - The implementation of reforestation activities by DENR field offices through the traditional method of directly hiring laborers or workers instead of contracting such activities.

Sectioning and Blocking - Sectioning refers to the process of establishing Universal Transverse Mercator (UTM) grid control points on the ground. A section consists of 100 ha with a dimension of 1 km x 1 km which is equivalent to 10 blocks. Blocking is the process of subdividing the area, usually a section, into blocks consisting of 10 ha each with a dimension of 200 m x 500 m, the short end oriented along the east-west direction while the long end is oriented along the north-south direction.

Site Management Unit (SMU) - The ecologic and socio-economic unit composed of one (1) or two (2) barangays and adjoining sitios in a watershed system where a simple community development plan will be developed. The frontline functional unit of the project responsible for facilitating the implementation of basic goods and services.

Socio-Economic Development Plan (SEDP) - An integrated development plan prepared by the community and facilitated by the Watershed Management Unit containing, in a systematic manner, the goals, objectives, socio-economic and resource profile, strategies, action plans and funding requirements in developing specified area or Site Management Unit.

Surveying, Mapping and Planning (SMP) - Pre-establishment activities in reforestation which include, among others, sectioning and blocking, monumenting and marking of corner posts, perimeter survey, contour mapping/slope classification, preparation of operations map, gathering of benchmark data for planning, and preparation of recommended strategies for site development.

Universal Transverse Mercator Grid (UTM) - Refers to the imaginary lines (i.e., latitude and longitude) which subdivide the earth into sections.

Watershed Management Council (WMC) - A group of advisory people composed of the following members: the CENRO as the chairman, Municipal Planning Development Officer, representatives from the NGOs and POs responsible for supervising and monitoring the progress of activities under the operation of WMUs and SMUs.

Watershed Management Unit (WMU) - Refers to a unit managed by the contracted NGOs composed of watershed manager, training specialist and other support staff. It's main function is to coordinate and monitor the management of SMU operation and responsible for coordinating/linkaging with the concerned agencies/organizations.

Sec. 3 Guiding Principles - Reforestation activities under the LIUCP shall be governed by the following:

- 3.1 Promotion of integrated approach in development on the premise that the ecological rehabilitation of the watersheds is inherently linked with the socio-economic status of the communities that inhabit them.
- 3.2 Upland community participation in planning its own socio-economic development, and in the adoption of agro-forestry/reforestation techniques in watershed rehabilitation.
- 3.3 Implementation of participatory approach is essential for the achievement of Project objectives, hence, the need for the diffusion of responsibilities among key actors and the beneficiaries.
- 3.4 Adoption of a learning-process approach with gradual and phased implementation to allow easier community participation and greater flexibility to address the needs of each community.
- 3.5 Promotion of wider involvement and collaboration among the implementing and executing units particularly the provincial and municipal offices.
- 3.6 The relationship between the beneficiaries as well as executing and implementing units is mutually bound, setting aside a contractor - contracting party relationship.
- 3.7 The upland and tribal communities have a critical role to play inasmuch as they inhabit the forests. It has therefore become clear that the reforestation program must recognize that the uplanders are the *de facto* managers of the watersheds they inhabit.
- 3.8 The ethno-cultural beliefs and practices of the tribal communities will be respected.
- 3.9 Subjecting some activities on food for work basis so that income allotted for these activities will be their start up capital for some income-generating projects.

ARTICLE II Social Preparation

Sec. 4 Mode of Implementation - Social preparation shall be undertaken by the partner NGOs which have been previously contracted by DENR as implementing units of the Project. It shall start upon community entry with the field of community organizers (COs). Within the period of 6-12 months, the COs will facilitate the formulation of SEDP by the community which will contain among other the plans for community reforestation.

Sec. 5 Organizational Strengthening - The family and community beneficiaries, with the assistance of the DENR and partner NGOs as the case may be, shall undergo beneficiary capability building activities especially in the areas of leadership skills, team building, project planning and implementation, financial management, environmental and natural resources management, and eventual formation cooperatives.

ARTICLE III Survey, Mapping and Planning

Sec. 6 Survey, Mapping - These activities shall be undertaken by Land Capability Team (LCT) created by DENR composed of CENRO, PPMO and WMU (NGO) representatives. However, in case the LCT can not accommodate all survey works, a third party shall be contracted to undertake survey and mapping which will be conducted immediately after the community has identified the reforestation areas.

- 6.1 **Perimeter Survey** - The boundaries of all community reforestation projects whether existing or proposed, shall be clearly delineated and marked on ground in accordance with standard surveying procedures. The area shall be tied to a known reference point, such as Bureau of Lands Location Monument (BLLM), Bureau of Forestry Forest Reserve (BFFR), etc. Whenever possible, the boundaries of reforestation areas shall correspond with the sections/blocks.
- 6.2.1 **Sectioning, Blocking and Monumenting** - This shall be carried out applicable areas following the procedures prescribed by the DENR Monitoring and Evaluation System for Contract Reforestation. The corners of the UTM 100 hectare grids shall be identified on the ground by concrete UTM monument all locations within contract reforestation areas and adjacent locations whenever possible. Thereafter, blocks consisting of ten (10) hectares each with a dimension of 200 meter x 500 meter with the short/long ends following east-

west/north-south directions, respectively, shall be delineated within the project area. The actual planting may not follow the blocks delineated under this.

- 6.3 **Map and Technical Report Preparation** - This involves the preparation of control map, operations map, and technical report and recommendations in areas where sectioning, blocking and monumenting is possible.
- 6.4 **Planning** - Planning shall be done by the community to be facilitated by the Site Management Units with technical assistance from the PENRO/CENRO/PPMO.

Sec. 7 Detailed Planting Survey - In cases where Survey, Mapping and Planning (SMP) is not applicable, detailed planting survey shall be undertaken.

ARTICLE IV Comprehensive Site Development and Management

Sec. 8 Mode of Implementation - Comprehensive site development and management (CSDM) shall be undertaken by the project beneficiaries thru the POs, formed and/or strengthened. Comprehensive site development shall commence upon approval of the community SEDP or when the community has determined the necessity to start reforestation activities or after thorough community agreement to start reforestation activities. Provided, all pertinent requirements have been duly accomplished and approved by the signing authority as provided for under existing guidelines on delegation of authority. In case when there is no functional POs or are not technically capable to undertake the work activities, CSDM shall be implemented by Administration upon recommendation of the Watershed Management Council (WMC) and approval of the Provincial Project Steering Committee (PPSC).

- 8.1 **Covercrop Planting** - Covercrop planting may be implemented as part of CSDM contracts. Covercrops may be established under any of the following situations described in Annex A.

After the area has been conditioned with the covercrops, it shall be planted with trees and other perennials.

- 8.2 **Fuelwood Production** - In the development of production forests, planting of fuelwood crops with high calorific value shall be introduced in response to increased demand for firewood and charcoal due to high costs of fuel.
- 8.3 **Inclusion of Fruit Trees** - The planting of fruit trees shall be allowed in production, limited production and protection forests. Provided, that no more

than 20% of the production forest areas shall be planted to fruit trees. Provided further, that in limited production forests, timber trees shall be planted within a 20 meter strip on both sides of gullies and banks of rivers and streams. Provided furthermore, that fruit trees shall not be planted in a contiguous area of more than one hectare.

- 8.4 **Enrichment Planting** - Enrichment planting may be allowed under contracts when necessary to improve forest stands. (For terms and conditions in enrichment planting see Annex B).
- 8.5 **Planting and Harvesting of Intercrops** - Intercropping of food crops compatible with the trees and perennials shall be allowed and encouraged in CSDM Contracts. The beneficiary may interplant food crops in any areas cultivated during preparation.
- 8.6 **Procurement of Intercrop Materials** - The family/ community shall procure planting materials for intercropping. The WMU/PPMO/CENRO however, are enjoined to assist the beneficiaries in securing seeds and other planting materials by establishing linkages with the Department of Agriculture and other government and private institutions that can supply such materials free of cost.
- Harvest from such intercrops shall belong to the family/ community who may sell, use or otherwise dispose of such harvests, without restrictions. Provided, that harvesting is done on a manner that does not damage the trees, bamboos, rattan or other species planted on the site.
- 8.7 **Plant Density** - The beneficiary shall abide with prescribed planting density and provide for adequate survival so that the resulting forest shall have the proper number of tree (as shown in Annex C).
- 8.8 **Minimum Survival Rate** - The survival rate that is acceptable shall be 80% each of the final crop and nurse trees or other perennials based on the prescribed planting density. In addition, for timber species, the minimum acceptable height for surviving seedlings shall be one-and-a-half (1.5) meters for slow growing species and three (3) meters for fast growing species.
- 8.9 **Duration of Activity Implementation** - The implementation of activities under the plan shall be undertaken within a period of thirty-six (36) months.

Sec. 9 Site Management - Forest Land Management Agreement (FLMA) shall be executed between DENR and community/family after completion of the three-year site development activities.

Sec. 10 Harvesting, Utilization and Sale - The fuelwood, fruit introduced through CSDM agreement shall be harvested, utilized and sold by the family and community contractors. Provided, that the investment in the same shall be recovered through production sharing arrangements as described in DENR Administrative Order No. 71, series of 1990, as amended or superseded.

ARTICLE V Monitoring and Evaluation

Sec. 11 Mode of Implementation - Monitoring and Evaluation (M & E) of reforestation projects shall be undertaken by the Technical Inspection Committee (TIC) created by the concerned PENRO. Implementation of M & E by these groups shall be done primarily to determine the extent to which family and community have attained the targets specified in their agreement, and to identify implementation problems. The Technical Inspection Committee will conduct inspection and assess performance in response to progress billings submitted by the family/community. The principal purpose of M & E implementation will be to determine amounts due and payable to these families/communities for services rendered or work accomplished.

Sec. 12 Monitoring and Evaluation Procedures - Monitoring and evaluation of the various site development activities, such as: seedling production, site preparation, planting/replanting, maintenance and protection, etc. shall be carried out by the Technical Inspection Committee (TIC) with the use of standard M & E procedures adaptable to a given area (e.g. ICM, random sampling). Results of monitoring and evaluation shall be used by the Technical Inspection Committee in deciding on the most appropriate course of action.

Sec. 13 Frequency of Inspection and Assessment - Inspection and assessment of site development activities shall be undertaken as per request by the concerned PO/family or pursuant to the Work and Financial Plan prepared.

Sec. 14 Inspection Chart Mapping (ICM) - Monitoring and Evaluation of community reforestation contracts shall be conducted by the Technical Inspection Team. The Technical Inspection Team shall accomplish the Inspection Chart Maps for the Project Monitoring and Evaluation System in triplicate copies to be submitted each to the PENRO, CENRO and PPMO.

ARTICLE VI

Costs and Budgets

Sec. 15 General Budgeting Guidelines - Budgets for activities under these guidelines shall be consistent with the family and community reforestation objectives. Budgets for reforestation activities may vary depending on geographic, climatic and biological conditions. In view of the need to make the forest financially viable, a larger budget may be allotted to production forests.

Sec. 16 Cost Ceilings for Reforestation - Cost of reforestation under these guidelines is shown in Annex D.

Sec. 17 Method of Computing Contract Budgets - The cost ceilings established shall not be exceeded in the computation of the cost estimates for a particular project or activity to be contracted. In computing planting costs, the CENRO/PPMO concerned shall first determine the number of hectares for each development category, i.e., production forest (timber, bamboo, rattan), limited production forest and protection forest, before the budgets are computed using the cost estimate which is part of the work and financial plan.

Sec. 18 Adjustment of Activity Cost Ceilings - Notwithstanding the cost ceilings set under these guidelines, the cost estimates for specific activities of types of work may be increased or decreased by 25% of the applicable cost ceiling for such activity/type of work at the option of the family/community during the preparation of the Work and Financial Plan or Development Plan as the case may be; **Provided**, that the total budget for the agreement or category concerned does not exceed its cost ceiling: **Provided further**, that the budget prepared by the family/ community is **approved** by the designated authority which awards and administers the agreement.

ARTICLE VII

Contract Management

Sec. 19 Mode of Awarding Contracts - Comprehensive Site Development and Management shall be awarded through negotiation in accordance with the existing guidelines on the delegation of authority.

Sec. 20 Timing of Implementation of Contracts - The implementation of contracts particularly CSDM, shall be consistent with the seasonal climatic variable prevailing in the site covered by the contract and shall also take into account the date of release and availability of funds that may be obligated for implementation.

Sec. 21 Approval of Contracts - Contract for Comprehensive Site Development and Management (CSDM) shall be approved in accordance with the existing guidelines on the delegation of authority.

Sec. 22 Performance Bond Exemption - Considering the marginal status of the Project beneficiaries, the family or community shall be exempted from posting performance bond. It is understood that in a true sense of participatory strategy, the success or failure of this activity lies with the key actors and the beneficiaries as a whole.

Sec. 23 Mobilization Cost - Pursuant to the authority granted by the Office of the President on 10 January 1989 and in May 1989, payment of mobilization cost shall be allowed in family/community reforestation. The PO/ family shall be entitled to the payment of mobilization cost which shall not exceed **fifteen percent (15%)** of the first year budget target requirement for Comprehensive Site Development and Management to be disbursed upon approval of the contract.

Sec. 24 Payment of Billings - Succeeding payments to family/community shall be made only in response to written progress billings submitted to PPMO in accordance with the payment schedule. Upon receipt of the billing, the created Technical Inspection Committee (TIC) shall within five (5) working days, inspect the work. Within three (3) working days after inspection, the Technical Inspection Committee shall submit their inspection report. The report may either recommend for payment of the bill in such amount as may be warranted by actual accomplishments, or for its rejection, as the case may be.

If the recommendation is for payment, the billing shall be immediately processed and the payment shall be remitted to the family/community. If for rejection, the PPMO/CENRO/PENRO/RED concerned shall notify the community within three (3) working days from receipt of the Inspection Report informing the latter of such fact explaining the reasons therefor. The DENR/PPMO shall have the right to suspend payments or impose such conditions as may be appropriate, if the result of inspections by the composite team indicate that accomplishments are below the targets specified. Suspension if imposed shall last until such time the family/community overcomes any shortfall in performance and compliance with the terms and conditions.

Sec. 25 Force Majeure - Under these guidelines, *force majeure* shall refer to those events which could not be foreseen, or which though foreseen, were inevitable so as to make it impossible for the community to carry out, in whole or in part, the obligations. These shall include the following:

- a) Those due to human causes as wars, armed invasion, revolution, rebellion, insurrection, armed blockades, riots, civil disturbance, 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.

In case of *force majeure*, the family/community shall notify the DENR office concerned in writing within seven (7) days after its occurrence, describing the same and its effects upon the performance. The parties shall within five (5) days after PPMO/DENR 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.

Considering the foregoing definition, forest fires regardless of cause of origin, shall not be considered *force majeure*, especially since adequate funds for site preparation, maintenance and protection (which include fire prevention and control) are provided for in the agreement. Thus, family/community shall be fully responsible in the replanting of burned areas.

In case of suspension of work, the contract may be extended for a period equivalent to that for which the family/ community was prevented from performing the work. In the event of termination, the beneficiaries, upon receipt of the notice, shall take immediate steps to bring the work to a close in a prompt and orderly manner minimizing expenditures as far as practicable. The PPMO/DENR are not liable to the family/community except for work or services performed prior to the date of termination and for actual costs incurred in connection with the liquidation of work.

Sec. 26 Resolution of Disputes - In case of major issues arising from an agreement entered into pursuant to those guidelines, the family/community shall call the attention in writing of the WMC & PPMO Manager or his duly authorized representative which shall act as the Advisory Committee to settle the issue not exceeding fifteen (15) days thereafter. This body shall render its decision in writing furnishing a copy thereof to the concerned family/ community.

In case of appeal, the aggrieved party within fifteen (15) days after the resolution of case shall appeal to PPSC and/or higher authorities.

Sec. 27 Termination of Work Agreement The agreement executed under these guidelines shall be terminated upon completion of the stipulated services. Work activities may likewise be terminated if the WMC/PPMO Manager finds out that the beneficiaries failed to comply with their obligation/responsibilities stipulated in the agreement.

Sec. 28 Contract Supervision - Implementing Unit Heads (PENRO/CENRO/PPMO) shall be responsible for ensuring proper and faithful compliance with these guidelines as well as with all other pertinent rules and regulations for CSDM within the area. The PENRO/CENRO/PPMO/WMU shall assist in preparing documents, providing technical assistance, processing billings, monitoring progress of implementation of reforestation, and other duties as may be necessary for effective supervision and management.

Sec. 29 Contract Integrity - DENR policies, rules, and regulations applicable to LIUCP setting shall be in effect at the time of signing of the contract and shall govern the same throughout its duration. New policies, rules and regulations may apply only upon the written consent of the contractor.

ARTICLE VIII Penalty Provisions

Sec. 30 Liabilities of People's Organization - In case of failure of PO to undertake reforestation activities which had been determined by the WMC after payment has been released, PO are liable to return to the government expenditures in cash or render services to the project corresponding to the amount advanced.

ARTICLE IX Final Provisions

Sec. 31 Supplementary Rules and Regulations - The National Project Steering Committee (NPSC) and the Provincial Project Steering Committee (PPSC) are hereby authorized to issue such supplemental or interpretative rules and regulations, as may be necessary taking into account the peculiarities or unique conditions obtaining in the area among others.

Sec. 32 Repealing Clause - All DENR issuances, laws, regulations which are inconsistent herewith shall not be applied.

Sec. 33 Separability Clause - In the event any provision of these guidelines is declared unconstitutional or null and void, the validity of the other provisions shall not be affected by such declaration.

Sec. 34 Effectivity - These guidelines shall take effect fifteen (15) days of its publication in the Official Gazette or in a newspaper of general circulation.

RICARDO M. UMALI
OIC, Secretary