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Country/ entity Philippines
Cordillera

Region Asia and Pacific
Asia and Pacific

Agreement name Memorandum of Agreement between the Government of the Philippines and the CBA/CPLA towards the CPLA's Final Disposition of Arms and Forces and its Transformation into a Potent Socio-Economic Unarmed Force (Closure Agreement)

Date 4 Jul 2011

Agreement status Multiparty signed/agreed

Interim arrangement Yes

Agreement/ conflict level Intrastate/intrastate conflict (Philippine Insurgencies (1968 -))

Stage Framework/substantive - partial

Conflict nature Government/territory

Peace process Philippines - Cordillera process

Parties For the GPH:
SEC. TERESITA QUINTOS DELES, Presidential Adivser on the Peace Process

For CBA-CPLA:
ARSENIO M. HUMIDING, Chairman, CPLA

MARCELINA G. BAHTAN, President, CBA

Third parties Singed in the presence of:

SEC. CESAR P. GARCIA, JR, NSC

SEC. VOLTAIRET. GAZMIN, DND

SEC. JESSE M. ROBREDO, DILG

SEC. CORAZON J. SOLIMAN, DSWD

REP. TEODORO B. BAGUILAT, JR, Lone District, Ifugao

GOV. ELIAS C. BULUT, JR, Apayao

ARMANDO C. WATIL, ZONE 1 Commander, Abra

TIRSO P. IWANGGA, Zone 2 Commander, Kalinga

BANAT E. WAIS, Zone 3 Commander, Mt. Province

ALFONSO A. LENGWA, JR, Zone 4 Commander, Apayao

CRUZALDO C. VELASCO, Zone 5 Commander, Ifuago

THOMAS D. TANACIO, Zone 6 Commander, Benguet

MODESTO F. SAGADANG, Chief of Staff, CPLA

FELIPE L, CARINO, Vice-Chairman, CPLA

GABINO P. GANGGANGAN, Seceretary General, CBA

Description In the Closure Agreement the GPH and CBA-CPLA agree to: document the CBA-CPLA struggle, promote economic reintegration and livelihood of CPLA members and development of communities with CBA-CPLA presence, transform the CBA-CPLA into a legal entity for socio-economic development and promote inter-barangay economic development for the selected areas of Cordillera.

Agreement document [PH_110118_Closure Agreement.pdf](#)  | [Download PDF](#)

Groups

Children/ youth	<p>Groups→Children/youth→Substantive</p> <p>Page 6, ARTICLE IV, OBLIGATIONS, PROHIBITIONS, SETTLEMENTS OF GRIEVANCES AND DISPUTES. Section 12. SPECIFIC PROHIBITIONS.</p> <p>The development fund will not be used for activities other than those provided for in the Work and Financial Plan approved by the JC under this Agreement. Specifically, the funds cannot be spent for: (1) environmentally destructive activities, equipment, and goods; (2) arms and weapons; (3) activities that exploit children below 18 years old; (4) activities that exploit women; (5) anti-government activities and, (6) activities that go against legal beliefs, traditions, laws, and good morals.</p>
Disabled persons	<p>No specific mention.</p>
Elderly/age	<p>Groups→Elderly/age→Substantive</p> <p>Page 4, Article I ELEMENTS OF THE CLOSURE AGREEMENT, Section 4 COMMUNITY DEVELOPMENT.</p> <p>...</p> <p>e. The JC shall start social preparation (ground working and facilitating community meetings) for community development projects, in partnership with the Ili (Community)/ Tribal Council of Elders, and local government units (LGUs) upon the signing of this Agreement.</p>
Migrant workers	<p>No specific mention.</p>
Racial/ ethnic/ national group	<p>No specific mention.</p>
Religious groups	<p>Groups→Religious groups→Substantive</p> <p>Page 6, ARTICLE IV, OBLIGATIONS, PROHIBITIONS, SETTLEMENTS OF GRIEVANCES AND DISPUTES. Section 12. SPECIFIC PROHIBITIONS.</p> <p>The development fund will not be used for activities other than those provided for in the Work and Financial Plan approved by the JC under this Agreement. Specifically, the funds cannot be spent for: (1) environmentally destructive activities, equipment, and goods; (2) arms and weapons; (3) activities that exploit children below 18 years old; (4) activities that exploit women; (5) anti-government activities and, (6) activities that go against legal beliefs, traditions, laws, and good morals.</p>

Indigenous people No specific mention.

Other groups No specific mention.

Refugees/
displaced
persons No specific mention.

Social class No specific mention.

Gender

Women, girls and gender Page 6, ARTICLE IV, OBLIGATIONS, PROHIBITIONS, SETTLEMENTS OF GRIEVANCES AND DISPUTES. Section 12. SPECIFIC PROHIBITIONS. The development fund will not be used for activities other than those provided for in the Work and Financial Plan approved by the JC under this Agreement. Specifically, the funds cannot be spent for: (1) environmentally destructive activities, equipment, and goods; (2) arms and weapons; (3) activities that exploit children below 18 years old; (4) activities that exploit women; (5) anti-government activities and, (6) activities that go against legal beliefs, traditions, laws, and good morals.

Men and boys No specific mention.

LGBTI No specific mention.

Family No specific mention.

State definition

Nature of state (general) No specific mention.

State configuration No specific mention.

Self determination No specific mention.

Referendum No specific mention.

State symbols No specific mention.

Independence/secession No specific mention.

Accession/unification No specific mention.

Border delimitation No specific mention.

Cross-border provision No specific mention.

Governance

Political institutions (new or reformed) No specific mention.

Elections No specific mention.

Electoral commission No specific mention.

Political parties reform No specific mention.

Civil society Page 3, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 4
COMMUNITY DEVELOPMENT.

The Parties have agreed to jointly undertake community development projects in the 57 areas identified in ANNEX C. These areas consist of the totality of barangays and sitios where the CBA-CPLA has established presence. For this purpose, a preliminary list of sub-projects was identified by the CBA-CPLA. Community development projects may include any kind of project that communities deem are needed to address issues affecting peace, provided they do not exclude anyone in the communities, basic services, income-generating projects for the benefit of the entire community, and capability building activities, provided they comply with the following procedures for selection:

a. The Joint Committee (JC) to be created under Article II shall undertake a community validation of proposed development sub-projects to ensure ownership of communities and transparency of decision-making. This will be undertaken through community consultations in areas where the sub-projects are to be implemented and led by the CBA-CPLA.

b. Upon validation, or submission of alternate proposals by the assemblies, in case communities do not concur, the sub-projects shall be subjected to a technical and financial feasibility review. This validation shall be contained in a community assembly resolution. The feasibility review will be undertaken under the JC's guidance and supervision.

... d. Community development projects shall be undertaken for two cycles, with one cycle consisting of 8-12 months. Each community will have a block allocation for the 2 cycles, the amount of which shall be determined annually by the JC.

e. The JC shall start social preparation (ground working and facilitating community meetings) for community development projects, in partnership with the Ili (Community)/ Tribal Council of Elders, and local government units (LGUs) upon the signing of this Agreement.

Page 5, ARTICLE II IMPLEMENTING MECHANISM. Section 9. STRUCTURE.

The implementation of this Agreement, especially the community development projects shall be governed by the following structures:

a. A Joint Committee (JC) composed of two (2) representatives from GPH, two (2) representatives from CBA-CPLA and one (1) representative from either civil society organization (CSO), academic institution or technical institution, mutually agreed by the Parties, shall be established. The JC, chaired by OPAPP, shall perform the following functions:

Traditional/religious leaders Page 3, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 4 COMMUNITY DEVELOPMENT.
... e. The JC shall start social preparation (ground working and facilitating community meetings) for community development projects, in partnership with the Ili (Community)/ Tribal Council of Elders, and local government units (LGUs) upon the signing of this Agreement.

Public administration No specific mention.

Constitution No specific mention.

Power sharing

Political power sharing No specific mention.

Territorial power sharing No specific mention.

Economic power sharing No specific mention.

Military power sharing No specific mention.

Human rights and equality

Human rights/RoL general No specific mention.

Bill of rights/similar No specific mention.

Treaty incorporation No specific mention.

Civil and political rights No specific mention.

Socio-economic rights No specific mention.

Rights related issues

Citizenship No specific mention.

Democracy No specific mention.

Detention procedures No specific mention.

Media and communication No specific mention.

Mobility/access No specific mention.

Protection measures No specific mention.

Other No specific mention.

Rights institutions

NHRI No specific mention.

Regional or international human rights institutions

No specific mention.

Justice sector reform

Criminal justice and emergency law

No specific mention.

State of emergency provisions

No specific mention.

Judiciary and courts

No specific mention.

Prisons and detention

No specific mention.

Traditional Laws

No specific mention.

Socio-economic reconstruction

Development or socio-economic reconstruction Socio-economic reconstruction→Development or socio-economic reconstruction→Socio-economic development

Page 3, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 5 INTER-MUNICIPAL AND INTER-BARANGAY DEVELOPMENT PROJECTS.

Recognizing the aspirations of the people of the Cordillera for economic development and for initiatives to allow the region to catch up with the rest of the country in achieving the Millennium Development Goals, the Parties agree to pursue implementation of development projects for the benefit of barangays and municipalities where CBA-CPLA has established presence.

In pursuing development projects, the JC herein below mentioned shall:

a. Deliberate and prioritize the proposed projects submitted by the CBA-CPLA under ANNEX C.

b. Deliberate the technical feasibility and financial viability of such projects and approve an annual development plan consisting of priority projects and their financial and technical designs. These projects will be endorsed for funding to government agencies or donors.

Page 4, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 7. TRANSFORMATION OF CBA-CPLA INTO A SOCIO-ECONOMIC ORGANIZATION.

... d. The Parties shall craft and implement a five-year partnership strategy that will sustain economic development efforts between GPH and CBA-CPLA, beyond closure, including drawing the support of donors, the international community, the private sector and the LGUs.

National economic plan No specific mention.

Natural resources No specific mention.

International funds Page 4, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 5 INTER-MUNICIPAL AND INTER-BARANGAY DEVELOPMENT PROJECTS.

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a. Deliberate and prioritize the proposed projects submitted by the CBA-CPLA under ANNEX C.

b. Deliberate the technical feasibility and financial viability of such projects and approve an annual development plan consisting of priority projects and their financial and technical designs. These projects will be endorsed for funding to government agencies or donors.

Business No specific mention.

Taxation No specific mention.

Banks No specific mention.

Land, property and environment

Land reform/
rights No specific mention.

Pastoralist/
nomadism
rights No specific mention.

Cultural
heritage No specific mention.

Environment No specific mention.

Water or riparian rights or access

No specific mention.

Security sector

Security Guarantees

Page 2, Untitled Preamble,
WHEREAS, since the signing of the peace agreement, cessation of hostilities has been upheld and respected by both parties.

Page 6, ARTICLE IV, OBLIGATIONS, PROHIBITIONS, SETTLEMENTS OF GRIEVANCES AND DISPUTES. Section 12. SPECIFIC PROHIBITIONS.
The development fund will not be used for activities other than those provided for in the Work and Financial Plan approved by the JC under this Agreement. Specifically, the funds cannot be spent for: (1) environmentally destructive activities, equipment, and goods; (2) arms and weapons; (3) activities that exploit children below 18 years old; (4) activities that exploit women; (5) anti-government activities and, (6) activities that go against legal beliefs, traditions, laws, and good morals.

Page 7, ARTICLE IV, OBLIGATIONS, PROHIBITIONS, SETTLEMENTS OF GRIEVANCES AND DISPUTES. Section 13, CESSATION OF HOSTILITIES.
The Parties shall continue to observe cessation of hostilities during and beyond the implementation schedule of this Agreement.

Ceasefire

No specific mention.

Police

No specific mention.

Armed forces

No specific mention.

The Parties have agreed to a gradual process of disposition of arms and forces to be completed within eight (8) months from the signing of this Agreement, guided by the following:

a. The Parties shall implement a package on integration activities, as specified in Section 3, and the final disposition of arms and forces of 1,099 members. The integration package shall include a range of options such as integration into the AFP, employment as forest guards of the Department of Environment and Natural Resources (DENR); livelihood, or job placement as spelled out in Section 3 of this Agreement. The integration into the AFP shall be subject to AFP rules and regulations. Further, in case of integration, only a total number of 120 shall be integrated.

b. All firearms shall be properly under the guidelines of the Philippine government's firearms registration rules, and / or turned in, in return for the economic reintegration. Firearms that cannot be registered under the government's rules shall be surrendered and compensated based on the recommendation of a Valuation Committee on serviceability and fair value. The Valuation Committee shall be created within thirty days upon approval of this Agreement to be composed of OPAPP, CBA-CPLA and AFP representatives

All forms of explosives shall be surrendered.

c. A profiling of the CPLA members and their firearms shall serve as the basis for establishing a Master List to pursue the option above.

d. The GPH shall conduct regular monitoring and evaluation of the progress of the disposition of arms and forces and integration program.

CPLA members shall be provided assistance in securing or other source of income, including livelihood projects, as a step towards disarmament. The range of options for integration includes integration into the armed forces, employment as forest guards, subject to DENR requirements, skills training and job placement or other forms of income generating activities. In case when livelihood projects are the feasible options, upon an assessment of labor markets and economic development potential of the area where the CPLA members wish to reside, livelihood project proponents shall receive technical assistance and training in entrepreneurial development of such skills as may be required to assist them in successfully implementing their projects

a. A Joint Committee (JC) shall conduct profiling of the 1,099 CPLA members submitted by the CPLA leadership under ANNEX B. The profiling shall form the basis of deciding on livelihood, income-generating intervention, employment and integration into the AFP.

Intelligence services	No specific mention.
Parastatal/ rebel and opposition group forces	<p>Page 4, Article I. ELEMENTS OF THE CLOSURE AGREEMENT, Section 7. TRANSFORMATION OF CBA-CPLA INTO A SOCIO-ECONOMIC ORGANIZATION. In order for the CBA-CPLA to be transformed into a socio-economic organization, the following shall be implemented accordingly by the Parties.</p> <p>a. The Parties have agreed to assist each other to transform CBA-CPLA into a potent economic unarmed force within the next two (2) years.</p> <p>b. The CBA-CPLA, with the assistance of the GPH, shall apply for its immediate accreditation as a legal organization for management of resources and day-to-day operations. For this purpose, the GPH shall co-convene a pre-incorporation meeting within thirty (30) days from the signing of this Agreement to decide on matters required for the incorporation of the new entity.</p> <p>c. The GPH shall provide support and venues for capacity building on organizational development of CBA-CPLA transition to a legal organization.</p>
Withdrawal of foreign forces	No specific mention.
Corruption	No specific mention.
Crime/ organised crime	No specific mention.
Drugs	No specific mention.
Terrorism	No specific mention.

Transitional justice

Transitional justice general	No specific mention.
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Amnesty/ pardon	No specific mention.
Courts	No specific mention.
Mechanism	No specific mention.
Prisoner release	No specific mention.
Vetting	No specific mention.
Victims	No specific mention.
Missing persons	No specific mention.
Reparations	No specific mention.
Reconciliation	No specific mention.

Implementation

UN signatory	No specific mention.
Other international signatory	No specific mention.
Referendum for agreement	No specific mention.

International mission/force/similar No specific mention.

Enforcement mechanism Page 5, ARTICLE II IMPLEMENTING MECHANISM. Section 9. STRUCTURE. The implementation of this Agreement, especially the community development projects shall be governed by the following structures:

a. A Joint Committee (JC) composed of two (2) representatives from GPH, two (2) representatives from CBA-CPLA and one (1) representative from either civil society organization (CSO), academic institution or technical institution, mutually agreed by the Parties, shall be established. The JC, chaired by OPAPP, shall perform the following functions:

1. Oversee the management, operation and utilization of resources in the implementation of development projects in CBA-CPLA communities and for their members. Project prioritization and approval shall be exercised by the Committee;

2. Provide referral services to concerned public and private agencies for the employment and income generation of CPLA members that may not be addressed by the terms of this Agreement;

3. Establishing a Project Clearing Team (PCT) to facilitate the process of disbursement, accounting and auditing of project funds consistent with the approved development projects: and

4. Create Monitoring Teams (MT), both independent and internal, to ensure the proper implementation of the development projects and the utilization of funds.

b. An Implementation Group (IG) which shall be created by the JC shall undertake on the ground implementation, in collaboration with communities and appropriate agency. This shall lead in the completion of the projects in the community. The concerned regional line agencies shall be tapped to provide assistance for this purpose. The IG shall also be responsible for the submission of quarterly status reports, consisting of physical and financial information.

Related cases No specific mention.

Source UN Peacemaker
<http://peacemaker.un.org/philippines-closure-agreement2011>