| **DC2019-10-0013** | **LAND-BASED SOLAR POWER PROJECT** | **Comments/Recommendation** | **Proposed/Suggested Revision** |
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| **WHEREAS,** pursuant to Section 2, Article XII, of the 1987 Philippine Constitution, all forces of potential energy and other natural resources within the Philippine territory belong to the State and their exploration, development and utilization shall be under the full control of the State; | *Same* |  |  |
| **WHEREAS,** under Section 2 of Republic Act (RA) No. 7638, as amended, otherwise known as the *“Department of Energy Act of 1992”,* the Department of Energy (DOE) is mandated to prepare, integrate, coordinate, supervise and control all plans, programs, projects and activities of the Government relative to energy exploration, development, utilization, distribution and conservation, among others; | *Same* |  |  |
| **WHEREAS,** Section 5(b) of the same Act empowers the DOE to develop and update the existing Philippine energy program which shall provide for an integrated and comprehensive exploration, development, utilization, distribution and conservation of energy resources, with preferential bias for environment-friendly, indigenous, and low-cost sources of energy, and which program shall include a policy direction towards the privatization of government agencies related to energy, deregulation of the power and energy industry and reduction of dependency on oil-fired plants; | *Same* |  |  |
| **WHEREAS,** Section 2 of RA No. 9136, otherwise known as the *“Electric Power Industry Reform Act of 2001”* or *“EPIRA”,* declares that it is the policy of the State to, among others, (i) ensure and accelerate the total electrification of the country; (ii) enhance the inflow of private capital and broaden the ownership base of the power generation, transmission and distribution sectors; (iii) assure socially and environmentally compatible energy sources and infrastructure; and (iv) promote the utilization of indigenous and new and renewable energy resources in power generation in order to reduce dependence on imported energy; | *Same* |  |  |
| **WHEREAS,** Joint Administrative Order (JAO) No. 2008-1, Series of 2008, otherwise known as the *“Guidelines Governing the Biofuel Feedstocks Production, and Biofuels and Biofuel Blends Production, Distribution and Sale”,* provides for the accreditation of biofuel producers, among others, under RA No. 9367, otherwise known as the *“Biofuels Act of 2006”*; | *Same* |  |  |
| **WHEREAS,** Section 2 of RA No. 9513, otherwise known as the *“Renewable Energy Act of 2008”* or *“RE Act”,* directs the State to encourage and accelerate the exploration, development and utilization of renewable energy (RE) resources such as, but not limited to, biomass, solar, wind, hydropower, geothermal, and ocean energy sources, and including hybrid systems; | *Same* |  |  |
| **WHEREAS,** Section 19(c), Rule 6 of Department Circular No. DC2009-05-0008 which prescribes the Implementing Rules and Regulations (IRR) of the RE Act, requires the DOE to issue a regulatory framework containing the guidelines that shall govern the transparent and competitive system of awarding Renewable Energy Service/Operating Contracts from Pre-Development to Development onto Commercial Operations stage, or the awarding of direct operating contracts to specific RE technologies, among others; | **WHEREAS,** Section 19(c), Rule 6 of Department Circular (DC) No. DC2009-05-0008 which prescribes the Implementing Rules and Regulations (IRR) of the RE Act, requires the DOE to issue a regulatory framework containing the guidelines that shall govern the transparent and competitive system of awarding RE Service/Operating Contracts from Pre-Development to Development onto Commercial Operations stage, or the awarding of direct operating contracts to specific RE technologies, among others; |  |  |
| **WHEREAS,** under Section 2 of RA No. 11032, otherwise known as the *“Ease of Doing Business and Efficient Government Service Delivery Act of 2018”,* it is the duty of the State to, among others, promote integrity, accountability, proper management of public affairs and public property, aimed at efficient turnaround of the delivery of government services and the prevention of graft and corruption in government; | *Same* |  |  |
| **WHEREAS,** in Section 2 of RA No.11234, otherwise known as the *“Energy Virtual One-Stop Shop Act”* or *“EVOSS”,* the State is likewise commanded to, among others, ensure transparency and accountability in the process of approving power generation, transmission, or distribution projects, and deliver efficient and effective service to the public; | **WHEREAS,** in Section 2 of RA No.11234, otherwise known as the *“Energy Virtual One-Stop Shop Act”* or *“EVOSS Act”,* the State is likewise commanded to, among others, ensure transparency and accountability in the process of approving power generation, transmission, or distribution projects, and deliver efficient and effective service to the public; |  |  |
|  | **WHEREAS**, on 01 August 2019, the DOE issued the DC No. DC2019-08-0012 which aims to introduce Energy Storage System (ESS) technologies to serve a variety of functions in the generation, transmission, and distribution of electric energy; |  |  |
| **WHEREAS,** in pursuing the efficient and transparent exploration, development and utilization of RE resources, the DOE promulgated various policies and guidelines in the awarding of RE Contracts and issuance of Certificates of Registration to RE Developers, with the view to increase the development and utilization of RE to contribute in the attainment of energy supply security in the country, to wit:   1. DC2009-07-0011 dated 12 Jul 2009; 2. DO2013-08-0011 dated 20 July 2013; 3. DO2013-10-0018 dated 09 October 2013; 4. DO2013-12-0020 dated 02 December 2013; 5. DO2013-12-0023 dated 27 December 2013; 6. DO2014-06-0010 dated 09 June 2014; 7. DO2014-10-0018 dated 14 October 2014; 8. DO2016-09-0011 dated 05 September 2016; 9. DO2016-06-0010 dated 24 June 2016; 10. DO2017-04-0005 dated 07 April 2017; 11. DO2018-03-0003 dated 16 March 2018; 12. DO2019-01-0003 dated 11 January 2019; and 13. DO2019-07-0018 dated 30 July 2019; | **WHEREAS,** after DC No. DC2019-10-0013 took effect, the DOE implemented further enhancements in the award and administration of RE Contracts and the registration of RE Developers, to wit:  (a) DC2009-07-0011 dated 12 Jul 2009;  (b) DO2013-08-0011 dated 20 July 2013;  (c) DO2013-10-0018 dated 09 October 2013;  (d) DO2013-12-0020 dated 02 December 2013;  (e) DO2013-12-0023 dated 27 December 2013;  (f) DO2014-06-0010 dated 09 June 2014;  (g) DO2014-10-0018 dated 14 October 2014;  (h) DO2016-09-0011 dated 05 September 2016;  (i) DO2016-06-0010 dated 24 June 2016;  (j) DO2017-04-0005 dated 07 April 2017;  (k) DO2018-03-0003 dated 16 March 2018;  (l) DO2019-01-0003 dated 11 January 2019; and  (m) DO2019-07-0018 dated 30 July 2019; |  |  |
| **WHEREAS,** recent developments necessitate the harmonization and enhancement of the existing guidelines and procedures governing the transparent and competitive system of awarding RE Contracts and the registration of RE Projects; | **WHEREAS,** after DC No. DC2019-10-0013 took effect, the DOE implemented further enhancements in the award and administration of RE Contracts and the registration of RE Developers, to wit:  (a) DC2022-11-0034 dated 15 November 2022;  (b) Advisory No. 1 dated 15 March 2023;  (c) Advisory No. 2 dated 15 March 2023; and  (d) Advisory No. 3 dated 29 April 2023; |  |  |
|  | **WHEREAS,** there is a need to integrate and harmonize the above issuances and the DOE’s recent policies for an effective and efficient award and administration of RE Contracts and registration of RE Developers; |  |  |
| **NOW, THEREFORE,** in consideration of the foregoing premises, the DOE hereby issues the following revised guidelines and procedures governing the awarding of RE Contracts, and the registration and management of RE Projects: | *Same* |  |  |
| **CHAPTER I - GENERAL PROVISIONS** | *Same* |  |  |
| **Section 1. Title.** This Circular shall be known as the *“Omnibus Guidelines Governing the Award and Administration of Renewable Energy Contracts and the Registration of Renewable Energy Developers.”* | **Section 1. Title.** This Circular shall be known as the *“Revised Omnibus Guidelines Governing the Award and Administration of Renewable Energy Contracts and the Registration of Renewable Energy Developers.”* |  |  |
| **Section 2. Coverage.** This Circular shall prescribe the guidelines and procedures on: | *Same* |  |  |
| * 1. The pre-application, application, and award of RE Contracts; | *Same* |  |  |
| * 1. The conversion of existing service contracts to RE Contracts for the exploration, development or utilization of RE resources with the DOE, subject to Section 39, Rule 13, of the IRR of the RE Act; | *Same* |  |  |
| * 1. The issuance by the DOE of Certificates of Registration (COR) for RE Developers of projects with or without RE Contracts; and | *Same* |  |  |
| * 1. The administration of RE Contracts. | *Same* |  |  |
| **Section 3. Definition of Terms.** As used in this Circular and in other issuance of the DOE, the following terms shall be understood to mean, as follows: | *Same* |  |  |
| * 1. *“Biomass Energy Operating Contract”* or *“BEOC”* shall refer to the RE Contract issued for the development and operation of RE Projects utilizing biomass as RE Resource. | * 1. *“Biomass Energy Operating Contract”* or *“BEOC”* refers to the RE Contract issued for the development and operation of RE Projects utilizing biomass as RE Resource. |  |  |
| * 1. *“Blocking System”* shall refer to the subdivision of the Philippines, for purposes of RE Applications for wind, geothermal and ocean resources, into RE meridional blocks (RE blocks) of 30 seconds of latitude and 30 seconds of longitude using Philippine Reference System of 1992 (PRS’92) as the standard reference system. One (1) RE block shall have approximate area of eighty-one (81) hectares. Each block shall have a unique number designated by the DOE. | * 1. *“Blocking System”* refers to the subdivision of the Philippines, for purposes of RE Applications for wind, geothermal and ocean resources, into RE meridional blocks (RE blocks) of 30 seconds of latitude and 30 seconds of longitude using Philippine Reference System of 1992 (PRS’92) as the standard reference system. One (1) RE block shall have an approximate area of eighty-one (81) hectares. Each block shall have a unique number designated by the DOE. |  |  |
|  | * 1. *“Certificate of Authority”* refers to the certificate duly signed by the DOE Secretary exclusively authorizing an RE Developer to procure the necessary permits and tenurial instruments for the exploration, development, construction and installation, and commercial operation of the RE Project and conduct reconnaissance and other activities needed for pre-feasibility studies. |  |  |
| * 1. *“Certificate of Confirmation of Commerciality”* or *“COCOC”* shall refer to the Certificate duly signed by the DOE Secretary confirming the Declaration of Commerciality by the RE Developer and shall serve as a notice to proceed for the construction of the RE Project or the installation of the RE Facilities. The date of issuance of the COCOC shall be considered as the commencement date of the Development Stage of the RE Project. | * 1. *“Certificate of Confirmation of Commerciality”* or *“COCOC”* refers to the certificate duly signed by the DOE Secretary confirming the Declaration of Commerciality by the RE Developer and shall serve as a notice to proceed for the construction of the RE Project or the installation of the RE Facilities. The date of issuance of the COCOC shall be considered as the commencement date of the Development Stage of the RE Project. |  |  |
| * 1. *“Commercial Operations”* shall refer to the phase commencing at the operation of the RE Project, following its successful testing and commissioning, and confirming its readiness to inject power into the grid to sell or supply its produced energy, as duly confirmed by the DOE and other relevant regulatory bodies. | * 1. *“Commercial Operations”* refers to the phase commencing at the operation of the RE Project, following its successful testing and commissioning, and confirming its readiness to inject power into the grid to sell or supply its produced energy, as duly confirmed by the DOE and other relevant regulatory bodies. |  |  |
| * 1. *“Commercial Quantities”* shall mean quantities of energy to be produced from the RE Resources using commercially available technology to develop the RE Systems which have a reasonable chance of being sufficient and technically compliant to support the Commercial Operations of the project. | * 1. *“Commercial Quantities”* refers to quantities of energy to be produced from the RE Resources using commercially available technology to develop the RE Systems which have a reasonable chance of being sufficient and technically compliant to support the Commercial Operations of the project. |  |  |
| * 1. *“Contract Area”* shall refer to the total area, which is the subject of the RE Contract as detailed and outlined in the map with its technical description, and where the RE Developer has the exclusive right to explore, develop and utilize the RE Resources. | * 1. *“Contract Area”* refers to the total area, which is the subject of the RE Contract as detailed and outlined in the map with its technical description, and where the RE Developer has the exclusive right to explore, develop and utilize the RE Resources. |  |  |
| * 1. *“Declaration of Commerciality”* or *“DOC”* shall refer to a written declaration made by the RE Developer to the DOE, stating that the RE Resource is of Commercial Quantities. | * 1. *“Declaration of Commerciality”* or *“DOC”* refers to a written declaration made by the RE Developer to the DOE, stating that the RE Resource is of Commercial Quantities. |  |  |
| * 1. *“Direct Application”* shall refer to the mode of RE Application whereby the RE Applicant identifies a Contract Area it wishes to explore or develop. The identified Contract Area must first be certified by the DOE to be free and open for exploration or development. | * 1. *“Direct Application”* refers to the mode of RE Application whereby the RE Applicant identifies a Contract Area it wishes to explore and develop. The identified Contract Area must first be certified by the DOE to be free and open for exploration or development. |  |  |
| * 1. *“Energy Application Management System”* or *“EAMS”* shall refer to an intranet-based system utilizing radio frequency identification (RFID) technology to uniquely identify an application and monitor its real-time location. | * 1. *“Energy Application Management System”* or *“EAMS”* refers to an intranet-based system utilizing radio frequency identification (RFID) technology to uniquely identify an application and monitor its real-time location. |  |  |
| * 1. *“Financial Closing”* shall refer to such milestone in the Pre-Development or Development Stage of the RE Project when the RE Developer has secured a written commitment from the financier/s to provide its full funding requirements through equity and/or commercial borrowings, or other financing schemes. | * 1. *“Financial Closing”* refers to such milestone in the Pre-Development or Development Stage of the RE Project when the RE Developer has secured a written commitment from the financier/s to provide its full funding requirements through equity and/or commercial borrowings, or other financing schemes. |  |  |
| * 1. *“Financial Qualifications”* shall refer to the criteria and procedures set out by the DOE to establish the financial capability of the RE Developer to implement the RE Project. | * 1. *“Financial Qualifications”* refers to the criteria and procedures set out by the DOE to establish the financial capability of the RE Developer to implement the RE Project. |  |  |
|  | * 1. *“Force Majeure”* refers to extraordinary events not foreseeable or avoidable, events that could not be foreseen, or which, though foreseen, are inevitable. |  |  |
| * 1. *“Geothermal Service Contract”* or *“GSC”* shall refer to the RE Contract issued for the exploration, development and/or utilization of geothermal resources as RE Resource for the operation of RE Projects. | * 1. *“Geothermal Service Contract”* or *“GSC”* refers to the RE Contract issued for the exploration, development and/or utilization of geothermal resources as RE Resource for the operation of RE Projects. |  |  |
| * 1. *“Hydropower Service Contract”* or *“HSC”* shall refer to the RE Contract for the exploration, development and/or utilization of hydropower resources as RE Resource for the operation of RE Projects. | * 1. *“Hydropower Service Contract”* or *“HSC”* refers to the RE Contract for the exploration, development and/or utilization of hydropower resources as RE Resource for the operation of RE Projects. |  |  |
| * 1. *“Letter of Intent”* or *“LOI”* shall refer to the written notice or document submitted by a Person to the DOE, indicating interest in the exploration, development, utilization and commercialization of RE Resource. | * 1. *“Letter of Intent”* or *“LOI”* refers to the written notice or document submitted by a Person to the DOE, indicating interest in the exploration, development, utilization and commercialization of RE Resource. |  |  |
| * 1. *“Ocean Energy Service Contract”* or “OESC” shall refer to the RE Contract for the exploration, development and/or utilization of ocean resources for the operation of RE Projects. | * 1. *“Ocean Energy Service Contract”* or “OESC” refers to the RE Contract for the exploration, development and/or utilization of ocean resources for the operation of RE Projects. |  |  |
| * 1. *“Pre-Determined Area”* or *“PDA”* shall refer to area/s with RE Resource potential through sufficient available technical data as may be determined by the REMB, and approved by the DOE Secretary for its inclusion in the Open and Competitive Selection Process (OCSP). | * 1. *“Pre-Determined Area”* or *“PDA”* refers to area/s with RE Resource potential through sufficient available technical data as may be determined by the REMB, and approved by the DOE Secretary for its inclusion in the Open and Competitive Selection Process (OCSP). |  |  |
| * 1. *“Person”* shall refer to a natural or juridical person, as the case may be. | * 1. *“Person”* refers to a natural or juridical person, as the case may be. |  |  |
| * 1. *“Production Area”* shall refer to that portion of the Contract Area identified in metes and bounds by the RE Developer and approved by the DOE, where RE Resources are utilized to produce electricity in Commercial Quantities. | * 1. *“Production Area”* refers to that portion of the Contract Area identified in metes and bounds by the RE Developer and approved by the DOE, where RE Resources are utilized to produce electricity in Commercial Quantities. |  |  |
| * 1. *“RE Applicant”* shall refer to any Person, subject to the limitations provided in Section 4.2 hereof, who applies for the assessment, exploration, harnessing, development, utilization or commercialization of RE Resources. | * 1. *“RE Applicant”* refers to any Person, subject to the limitations provided in this Circular, who applies for the assessment, exploration, harnessing, development, utilization and commercialization of RE Resources. |  |  |
| * 1. *“RE Application”* shall refer to the set of documents submitted by RE Applicants pertaining to their legal, technical and financial qualifications to enter into an RE Contract with the government, by either OCSP or Direct Application, in accordance with the requirements under this Circular. For this purpose, the RE Application shall be comprised of one (1) electronic copy and four (4) printed copies, where one (1) set of the printed copy shall be in the original. | * 1. *“RE Application”* refers to the set of documents submitted by RE Applicants pertaining to their legal, technical and financial qualifications to enter into an RE Contract with the government, through RE Zone Auction (REZA), OCSP or Direct Application, in accordance with the requirements under this Circular. For this purpose, the RE Application shall be comprised of one (1) electronic copy and four (4) printed copies, where one (1) set of the printed copy shall be in the original. |  |  |
| * 1. *“RE Contract” or “Financial and Technical Assistance Agreement (FTAA)”* refers to the service agreement between the Government, through the DOE or the President, respectively, and an RE Developer over an appropriate period as determined by the DOE which grants to the RE Developer the exclusive right to explore, develop, or utilize the RE Resource within a particular area. | * 1. *“RE Contract” ~~or “Financial and Technical Assistance Agreement (FTAA)”~~* refers to the service agreement between the Government, through the DOE ~~or the President, respectively~~, and an RE Developer over an appropriate period as determined by the DOE which grants to the RE Developer the exclusive right to explore, develop, or utilize the RE Resource within a particular area. The RE Contract may be in the nature of a financial or technical assistance agreement which shall be entered into by the Government, through the President of the Philippines, pursuant to Article XII, Section 2 of the Philippine Constitution. |  |  |
| * 1. *“RE Developer”* shall refer to an individual or juridical entity created, registered and/or authorized to operate in the Philippines in accordance with existing Philippine laws, and engaged in the exploration, development and/or utilization of RE Resources, and actual operation of RE Project. It shall include existing entities engaged in the exploration, development and/or utilization of RE Resources, or the generation of electricity from RE Resources, or both. | * 1. *“RE Developer”* refers to an individual or juridical entity created, registered and/or authorized to operate in the Philippines in accordance with existing Philippine laws, and engaged in the exploration, development and/or utilization of RE Resources, and actual operation of RE Project. It shall include existing entities engaged in the exploration, development and/or utilization of RE Resources, or the generation of electricity from RE Resources, or both. |  |  |
| * 1. *“RE Operating Contract”* shall refer to the service agreement between the DOE and RE Developer for the development and/or utilization of biomass, solar and other RE Resources which, due to their inherent technical characteristics, need not go through Pre-Development Stage. | * 1. *“RE Operating Contract”* refers to the service agreement between the DOE and RE Developer for the development and/or utilization of biomass, solar and other RE Resources as may be determined by the DOE which, due to their inherent technical characteristics, need not go through Pre-Development Stage. |  |  |
| * 1. *“RE Project”* shall refer to the power generation and related facilities utilizing RE Resources under a particular RE Contract or Certificate of Registration issued by the DOE pursuant to the RE Act. | * 1. *“RE Project”* refers to the power generation and related facilities utilizing RE Resources under a particular RE Contract or COR issued by the DOE pursuant to the RE Act. |  |  |
| * 1. *“RE Project for Non-Commercial Operations”* shall refer to an RE Project which is intended for demonstration purposes of any new or modified RE technologies, and those that are covered by Official Development Assistance (ODA) grants, and all other programs and projects which are not designed and operated for profit. | * 1. *“RE Project for Non-Commercial Operations”* refers to an RE Project which is intended for demonstration purposes of any new or modified RE technologies, and those that are covered by Official Development Assistance (ODA) ~~grants~~, and all other programs and projects which are not designed and operated for profit. |  |  |
| * 1. *“RE Project for Own-Use”* shall refer to an RE Project located within the premises of or in an area contiguous to an End-User’s premises, and operated solely for the supply of a portion or all of the electricity requirements of such End-User. For this purpose, an *“End-User”* shall refer to any person or entity requiring the supply and delivery of electricity generated by the RE Project dedicated for its own consumption, which facility is installed either by the End-User or through a third-party provider. | * 1. *“RE Project for Own-Use”* refers to an RE Project located within the premises of or in an area contiguous to an End-User’s premises, and operated solely for the supply of a portion or all of the electricity requirements of such End-User. For this purpose, an *“End-User”* shall refer to any person or entity requiring the supply and delivery of electricity generated by the RE Project dedicated for its own consumption, which facility is installed either by the End-User or through a third-party provider. |  |  |
| * 1. *“RE Resource”* shall refer to energy resources that do not have an upper limit on the total quantity to be used. Such resources are renewable on a regular basis, and whose renewal rate is relatively rapid to consider availability over an indefinite period of time. These include, but are not limited to, biomass, solar, wind, geothermal, ocean energy, and hydropower, conforming with internationally accepted norms and standards on dams, and other emerging RE technologies. | * 1. *“RE Resource”* refers to energy resources that do not have an upper limit on the total quantity to be used. Such resources are renewable on a regular basis, and whose renewal rate is relatively rapid to consider availability over an indefinite period of time. These include, but are not limited to, biomass, solar, wind, geothermal, ocean energy, and hydropower, conforming with internationally accepted norms and standards on dams, and other emerging RE technologies. |  |  |
| * 1. *“RE Service Contract”* shall refer to a service agreement between the Philippine Government, through the President or the DOE Secretary, and RE Developer, covering an appropriate period as stated therein, in which the RE Developer shall have the exclusive right to explore, develop and utilize geothermal, hydropower, wind, ocean and other RE Resources within a particular area. | * 1. *“RE Service Contract”* refers to a service agreement between the Philippine Government, through the President or the DOE Secretary, and RE Developer, covering an appropriate period as stated therein, in which the RE Developer shall have the exclusive right to explore, develop and utilize geothermal, hydropower, wind, ocean and other RE Resources within a particular area. |  |  |
|  | * 1. *“RE Zone”* refers to area/s or region/s as may be identified by the DOE, in partnership with other stakeholders, pursuant to DC No. DC2018-09-0027, entitled “*Establishment of Competitive Renewable Energy Zones in the Country*” which shall be included in the REZA. |  |  |
| * 1. *“Renewable Energy Management Bureau”* or *“REMB”* refers to the unit of the DOE created under Section 32 of the RE Act, with the primary function includes, among others, implementing policies, plans, and programs related to the accelerated development, transformation, utilization, and commercialization of RE Resources and technologies. | * 1. *“Renewable Energy Management Bureau”* or *“REMB”* refers to the unit of the DOE created under Section 32 of the RE Act, mandated to, among others, implement policies, plans, and programs aimed at accelerating the development, transformation, utilization, and commercialization of RE Resources and technologies. |  |  |
| * 1. *“Solar Energy Operating Contract”* or *“SEOC”* shall refer to the RE Contract issued for the development and operation of RE Projects utilizing solar energy as RE Resource. | * 1. *“Solar Energy Operating Contract”* or *“SEOC”* refers to the RE Contract issued for the development and operation of RE Projects utilizing solar energy as RE Resource. |  |  |
| * 1. *“Wind Energy Service Contract”* or *“WESC”* shall refer to the RE Contract issued for the exploration, development and/or utilization of wind energy as RE Resource for the operation of RE Projects. | * 1. *“Wind Energy Service Contract”* or *“WESC”* shall refer to the RE Contract issued for the exploration, development and/or utilization of wind energy as RE Resource for the operation of RE Projects. |  |  |
|  | * 1. *“Offshore Wind Energy Service Contract” or “OSWESC”* refers to the RE Contract issued and awarded by the DOE for the exploration, development and/or utilization of wind energy in offshore areas, which include estuaries and other bodies of water. This includes WESCs awarded for offshore wind development prior to the issuance of Executive Order No. 21 and its Implementing Guidelines. |  |  |
| * 1. *“Work Program”* refers to the plans and programs and other related activities formulated for the performance of the work obligations under the RE Contract by the RE Developer, along with the corresponding budgetary estimate, submitted to the DOE for approval. | * 1. *“Work Program”* refers to the plans and programs and other related activities formulated for the performance of the work obligations under the RE Contract by the RE Developer, along with the corresponding budgetary estimate, duly approved by the DOE. |  |  |
| CHAPTER II - RE SERVICE AND OPERATING CONTRACTS | *Transferred under the different chapters per RE Resource* |  |  |
| CHAPTER III – TYPES OF RE CONTRACT PER RESOURCE | *Separated into different chapters per RE Resource* |  |  |
|  | **CHAPTER II – BIOMASS ENERGY RESOURCE** |  |  |
| **Section 7. Biomass Energy Resource.** The development of biomass resources shall be covered by a Biomass Energy Operating Contract (BEOC) following the prescribed template (Annex A). The RE Developer shall be given a period of five (5) years from the date of effectivity of the BEOC to achieve Commercial Operations of the RE Project. The BEOC shall have a term of twenty-five (25) years from the date of its effectivity and may be renewed for the same period, subject to terms and conditions provided therein.  In the case of biofuel producers, their accreditation shall be governed by the procedures under JAO No. 2008-1, Series of 2008 pursuant to RA No. 9367. At their option, the accredited biofuel producers may register with the DOE as RE Developers to avail of incentives under the RE Act. |  |  |  |
|  | **CHAPTER III – GEOTHERMAL ENERGY RESOURCE** |  |  |
| **Section 8. Geothermal Energy Resource**. The development of geothermal resources shall be covered by a Geothermal Service Contract (GSC) following the prescribed template (Annex B). |  |  |  |
| * 1. The RE Developer shall be given a period of seven (7) years from the date of effectivity of the GSC to determine the existence of geothermal resources in Commercial Quantities. |  |  |  |
| * 1. The GSC shall have a term of twenty-five (25) years, which shall include the Pre-Development Stage, from the date of its effectivity. The Development/Commercial Stage shall commence upon the issuance of the COCOC by the DOE prior to the expiration of the Pre-Development Stage, and shall continue for the remainder of the twenty-five (25)-year period of the GSC term in accordance with the timeline set in the approved Work Program. The GSC may be renewed for another twenty-five (25) years, subject to terms and conditions provided therein. |  |  |  |
|  | **CHAPTER IV – LAND-BASED SOLAR ENERGY RESOURCE** |  |  |
| **Section 9. Solar Energy Resource.** The development of solar energy resources shall be covered by a Solar Energy Operating Contract (SEOC) following the prescribed template (Annex C). | **Section 9. Land-based Solar Energy Resource.** The development of solar energy resources shall be covered by a Solar Energy Operating Contract (SEOC) following the prescribed template (Annex C). |  |  |
| * 1. The Work Program depends on the type of development, whether the RE Project is mounted, roof-top, or floating. | The Work Program depends on the type of development, whether the ~~RE Project~~ Land-based PV project is ground mounted, roof-mounted ~~top, or floating~~ or integrated with ESS. |  |  |
| * 1. The RE Developer shall be given a period of five (5) years from the date of effectivity of the SEOC to achieve Commercial Operations of the RE Project. The SEOC shall have a term of twenty-five (25) years from the date of its effectivity and may be renewed for the same period, subject to terms and conditions provided therein. | *9.2.* The RE Developer shall be given a period of five (5) years from the date of effectivity of the SEOC to achieve Commercial Operations of the RE Project. The SEOC shall have a term of twenty-five (25) years from the date of its effectivity and may be renewed for the same period, subject to terms and conditions provided therein. |  |  |
|  | **~~CHAPTER V – HYDROPOWER ENERGY RESOURCE~~** |  |  |
| * 1. *Who May Apply. –* Any Person, local or foreign, may apply for RE Contracts, subject to the limits provided in this Circular. | **Section 1. Eligibility of Land-based Solar Energy Operating Contract Applicant.** Any Person, local or foreign, may apply for Land-based Solar Energy Operating Contract (SEOC), subject to the provisions in this Chapter. |  |  |
| * + 1. The RE Applicant must be a Filipino or, if a corporation, must be a Filipino corporation duly registered with the Securities and Exchange Commission (SEC), with at least sixty percent (60%) of its capitalization duly owned and controlled by Filipinos, unless the application is for biomass development and/or uses waste-to-energy technology, in which case, the 60% Filipino capitalization requirement shall not apply. This provision shall retroact to all RE Applications for biomass resource development and utilization that are being evaluated prior to the effectivity of this Circular. | 1.1. The SEOC Applicant may be a Filipino and/or a foreign citizen, or a Filipino- and/or foreign-owned corporation or association which is authorized by its articles or deed of incorporation to engage in solar energy exploration, development, and utilization. |  |  |
|  |  |  |  |
| * + 1. For the large-scale exploration, development and utilization of geothermal resources, defined under Section 4(s) of the RE Act as a mineral resource, the Government through the President may enter into agreements with foreign-owned corporations involving technical or financial assistance pursuant to Article XII, Section 2 of the Philippine Constitution. | *Delete* |  |  |
| * + 1. In case the RE Applicant is a joint venture or a consortium, the partners of the joint venture or members of the consortium shall organize themselves as a corporation registered under the Corporation Code of the Philippines and shall comply with the nationality requirements as provided for in the preceding paragraph. | 1.3. In case the SEOC Applicant is a joint venture or a consortium, the partners of the joint venture or members of the consortium shall organize themselves as a corporation under the RA No. 11232, otherwise known as the “Revised Corporation Code of the Philippines,” or secure the appropriate license from the Securities and Exchange Commission, in case the joint venture or consortium was incorporated outside of the Philippines; ~~Provided, that the incorporated joint venture or consortium which applies for a SEOC that involves activities reserved to Filipino citizens or corporations or associations at least sixty percent (60%) of whose capital is owned by Filipinos shall comply with the nationality requirements as provided for in the preceding paragraph, and Commonwealth Act No. 108, or the “Anti-Dummy Law,” on the appointment of officers of the corporation.~~ |  |  |
| **Section 4. RE Contract – Modes of Award and Qualifications.** | *Delete* |  |  |
| * 1. *Modes of Awarding RE Contract. –* RE Contracts shall be awarded through (a) an Open and Competitive Selection Process or (b) Direct Application. | **Section 2. Modes of Awarding Solar Energy Operating Contract.** SEOC shall be awarded through (a) an RE Zone Auction (REZA), (b) an Open and Competitive Selection Process (OCSP) or (c) Direct Application. |  |  |
|  | 2.1. The REZA shall be adopted for the selection and award of SEOCs located at RE Zones covering solar energy resources for commercial purposes. This shall be governed by Sections 3 and 4 of this Chapter. |  |  |
| * + 1. The Open and Competitive Selection Process (OCSP) shall be adopted for the selection and award of RE Service Contracts for Pre- Determined Areas (PDAs) covering any type of resource for commercial purposes. This shall be governed by Chapter IV below. | 2.2. The OCSP shall be adopted for the selection and award of SEOCs for Pre-Determined Areas (PDAs) covering solar energy resources for commercial purposes. This shall be governed by Sections 3 and 4 of this Chapter. |  |  |
| * + 1. Direct Application shall be available for the selection and award of:        1. RE Operating Contracts;        2. RE Service Contracts covering PDAs, following a failed OCSP pursuant to Section 13.7 and the procedures in Chapter V below; and        3. RE Service Contract in an area identified by a RE Applicant and verified with or confirmed by the DOE-Information Technology and Management Services (ITMS) as available for exploration, development and/or utilization of the proposed RE Resource. | 2.3. Direct Application shall be available for the selection and award of:  (a) Solar Energy Operating Contract (SEOC);  (b) SEOCs covering RE Zones, following a failed REZA pursuant to Section 4.4 and the procedures in Section 4 of this Chapter;  (c) SEOCs covering PDAs, following a failed OCSP pursuant to Section 4.4 and the procedures in Section 4 of this Chapter; and  (d) SEOC in an area identified by an SEOC Applicant and verified with or confirmed by the DOE-Information Technology and Management Services (ITMS) as available for exploration, development and/or utilization of solar energy resources. |  |  |
| * + 1. RE Projects for Own-Use and/or RE Projects for Non-Commercial Purposes shall not require the issuance of RE Contracts but shall comply with the registration requirements provided under Chapter IX of this Circular. | * 1. RE Projects for Own-Use and/or RE Projects for Non-Commercial Purposes shall not require the issuance of RE Contracts but shall comply with the registration requirements provided under Chapter IX of this Circular. Provided further, that the physical connection of Own-Use and/or RE Projects for Non-Commercial Purposes shall be Self-generating facility in the which the generating unit has no connection to the distribution system or grid. |  |  |
| **Section 13. Open and Competitive Selection Process (OCSP).** Interested parties may apply for RE Contracts for PDAs offered by the DOE during a prescribed period (Annex G). | **Section 3. RE Zones and Pre-Determined Areas.** Interested parties may apply for SEOC for RE Zones or PDAs offered by the DOE during a prescribed period (Annex G). |  |  |
| * 1. *Selection of PDAs. –* Within six (6) calendar months following the effectivity of this Circular and every year thereafter, the REMB shall identify and submit a list of PDAs for RE Application, with the respective location maps and technical descriptions thereof, to the DOE Secretary, through its Supervising Assistant Secretary and Undersecretary, for approval. | 3.1. **Selection of RE Zones and PDAs.** ~~Within six (6) calendar months following the effectivity of this Circular and every year thereafter,~~ The REMB shall identify and submit a list of RE Zones and PDAs for SEOC Application, with the respective location maps and technical descriptions thereof, to the DOE Secretary, through its Supervising Assistant Secretary and Undersecretary, for approval. |  |  |
| * 1. *Launch and Publication. –* PDAs approved by the DOE Secretary shall be scheduled for launch and shall be publicly announced by the DOE for submission of RE Applications. PDAs for offer shall be published for at least once (1) a week for two (2) consecutive weeks in at least two (2) newspapers of general circulation and shall likewise be posted at the DOE website. | 3.2. **Launch and Publication.** RE Zones and PDAs approved by the DOE Secretary shall be scheduled for launch and shall be publicly announced by the DOE for submission of SEOC Applications. RE Zones and PDAs for offer shall be published for at least once (1) a week for two (2) consecutive weeks in at least two (2) newspapers of general circulation and shall likewise be posted at the DOE website. |  |  |
| * 1. *Data Packages and Promotional Activities. –* The REMB shall arrange for the availability of data packages for the approved PDAs that can be purchased by interested parties in support of their applications. The REMB shall conduct promotional activities to promote the OCSP and the corresponding data packages so as to ensure maximum participation and awareness of prospective investors and stakeholders. | 3.3. **Data Packages and Promotional Activities.** The REMB shall arrange for the availability of data packages for the approved RE Zones and PDAs that can be purchased by interested parties in support of their applications. The REMB shall conduct promotional activities to promote the REZA and OCSP and the corresponding data packages so as to ensure maximum participation and awareness of prospective investors and stakeholders. |  |  |
|  | **Section 4. Procedure for Awarding Solar Energy Operating Contract under RE Zone Auction and Open and Competitive Selection Process.** |  |  |
| * 1. *RE Contract Application. –* Applications may be submitted a day after the publication date until the last day of submission which shall be sixty (60) calendar days from the date of first publication in accordance with the following requirements: | 4.1. **Solar Energy Contract Application.** Applications may be submitted a day after the publication date until the last day of submission which shall be sixty (60) ~~calendar~~ days from the date of first publication in accordance with the following requirements: |  |  |
| * + 1. The RE Applicant shall submit to the DOE a Letter of Intent (LOI) following the prescribed format (Annex H) together with the RE Application in accordance with prescribed Checklist of Requirements (Annex I);   Each RE Application shall cover only one PDA as published. | 4.1.1. The SEOC Applicant shall submit to the DOE a Letter of Intent (LOI) following the prescribed format (Annex H) together with the SEOC Application in accordance with prescribed Checklist of Requirements (Annex I). The LOI shall be addressed to the REMB Director and shall indicate whether the interested participant will avail of the Certificate of Authority referred to in Sections 6 and 7.1 of this Chapter.  Each SEOC Application shall cover only one RE Zone or PDA as published; |  |  |
| * + 1. The RE Application must be in both paper and electronic (flash drive in Portable Data Format) copies, which shall use Times New Roman in 12-point font size, and employ single line spacing. Figures and maps shall be printed and submitted in a document that is not smaller than A3 size. For legibility, figures and maps shall be submitted at a larger scale (1:10,000) as appendices; | 4.1.2. The SEOC Application must be in both paper and electronic (flash drive in Portable Data Format) copies, which shall use Times New Roman in 12-point font size and employ single line spacing. Figures and maps shall be printed and submitted in a document that is not smaller than A3 size. For legibility, figures and maps shall be submitted at a larger scale (1:10,000) as appendices; and |  |  |
| * + 1. An application fee shall be paid by each RE Applicant, along with the submission of RE Application. All payments may be made in cash, manager/company cheque, payable to *“Department of Energy”* or by wire/bank transfer. All wire/bank transfers should be net of all applicable bank and financial charges. | 4.1.3. An application fee shall be paid by each SEOC Applicant, along with the submission of SEOC Application. All payments may be made in cash, manager/company cheque, payable to “Department of Energy” or by wire/bank transfer. All wire/bank transfers should be net of all applicable bank and financial charges. |  |  |
| * 1. *Opening and Evaluation of RE Applications. –* The DOE shall open the applications at exactly 1300H, on the last day of the submission of RE Applications. | 4.2. **Opening and Evaluation of Solar Energy Operating Contract Applications.** The DOE shall open the applications at exactly 1300H, on the last day of the submission of SEOC Applications. |  |  |
| * 1. *Evaluation, Selection and Award. –* The evaluation and selection of RE Applications and award of RE Contract shall be conducted following the criteria and procedures set hereunder: | 4.3. **Evaluation, Selection and Award.** The evaluation and selection of SEOC Applications and award of SEOC shall be conducted following the criteria and procedures set hereunder: |  |  |
| * + 1. Applications with incomplete documents based on the Checklist of Requirements shall be automatically disqualified during the opening of RE Applications. No additional documents shall be accepted after the deadline for submission of RE Applications. | 4.3.1. Applications with incomplete documents based on the Checklist of Requirements shall be automatically disqualified during the opening of SEOC Applications. No additional documents shall be accepted after the deadline for submission of SEOC Applications. |  |  |
| * + 1. RE Applicants shall be duly informed by the REMB Supervising Assistant Secretary whether their application passed the completeness check and shall be subjected to further legal, technical and financial evaluations. Applicants who were disqualified for submitting incomplete documents shall likewise be informed by the REMB Supervising Assistant Secretary of the fact of their disqualification and the reasons therefor. | 4.3.2. SEOC Applicants shall be duly informed by the Review Committee (REC) Chairperson whether their application passed the completeness check and shall be subjected to further legal, technical, and financial evaluations. Applicants who were disqualified for submitting incomplete documents shall likewise be informed by the REC Chairperson of the fact of their disqualification and the reasons therefor. |  |  |
| * + 1. RE Applications which passed the completeness check shall be evaluated based on the following criteria:  |  |  | | --- | --- | | Legal Qualification | Pass/Fail | | Work Program | 40% | | Technical Qualification | 20% | | Financial Qualification | 40% |   The guidelines and procedures, including the qualification criteria per scoring item, of every OCSP shall be determined at the beginning of every OCSP round. | 4.3.3. SEOC Applications which passed the completeness check shall be evaluated based on the following criteria:   |  |  | | --- | --- | | Legal Qualification | Pass/Fail | | Work Program | 40% | | Technical Qualification | 20% | | Financial Qualification | 40% |   The guidelines and procedures, including the qualification criteria per scoring item, of every REZA or OCSP shall be determined at the beginning of every REZA or OCSP round and will be covered by a Department Circular. |  |  |
| * + 1. The highest ranked RE Application that meets the legal, technical, and financial requirements shall be selected. | 4.3.4. The highest ranked SEOC Application that meets the legal, technical, and financial requirements shall be selected. |  |  |
| * + 1. After a complete review and evaluation of the legal, technical, and financial qualifications of the RE Applications, the REMB Director, through its Supervising Assistant Secretary and Undersecretary, shall transmit to the DOE Secretary a written endorsement of the selected RE Application. | 4.3.5. After a complete review and evaluation of the legal, technical and financial qualifications of the SEOC Applications, the REC Chairperson, shall transmit to the DOE Secretary a written endorsement of the selected SEOC Application. |  |  |
| * + 1. Based on the written endorsement of the REMB, the DOE Secretary may approve the application and issuance of the corresponding RE Contract. | 4.3.6. Based on the written endorsement of the ~~REMB~~ REC Chairperson, the DOE Secretary may approve the application and issuance of the corresponding RE Contract. |  |  |
| * 1. An OCSP, with respect to any or all PDAs included therein, shall be declared a failure when any of the following circumstances exists: | 4.4. A REZA or OCSP, with respect to any or all RE Zones or PDAs included therein, as applicable, shall be declared a failure when any of the following circumstances exists: |  |  |
| * + 1. No RE Application was received by the DOE; | 4.4.1. No SEOC Application was received by the DOE; |  |  |
| * + 1. No RE Application passed the legal requirements; or | 4.4.2. No SEOC Application passed the legal requirements; or |  |  |
| * + 1. When one or more RE Applications passed the legal requirements but after the evaluation of technical and financial proposals, none of such RE Applications were able to meet either the technical or financial requirements.   In any of the foregoing cases, the PDA shall be opened for Direct Applications. To initiate the change of mode of awarding RE Contract from OCSP to Direct Application for the relevant areas, the DOE shall include in the announcement of the result of the OCSP the area/s which shall be open for Direct Application, indicating thereat when the new application process shall commence. | 4.4.3. When one or more SEOC Applications passed the legal requirements but after the evaluation of technical and financial proposals, none of such SEOC Applications were able to meet either the technical or financial requirements.  In any of the foregoing cases, the RE Zone or PDA shall be opened for Direct Applications. To initiate the change of mode of awarding SEOC from REZA or OCSP to Direct Application for the relevant areas, the DOE shall include in the announcement of the result of the REZA or OCSP the area/s which shall be open for Direct Application, indicating thereat when the new application process shall commence. |  |  |
|  | **Section 5. Procedure for Awarding Solar Energy Operating Contract under Direct Application.** |  |  |
| **Section 14. Coverage.** Direct Application shall be observed in processing RE Applications for: (a) RE Resources located in PDAs which the DOE shall declare as available under this mode pursuant to Section [13.7](#_bookmark1) hereof, and (b) RE Resources in areas other than those included in the PDAs, subject to the procedures provided herein. | 5.1. **Coverage.** Direct Application shall be observed in processing SEOC Applications for: (a) solar enrgy resources located in RE Zones or PDAs which the DOE shall declare as available under this mode pursuant to Section 4.4 of this Chapter, and (b) solar energy resources in areas other than those included in the RE Zones or PDAs, subject to the procedures provided herein. |  |  |
| ***Part 1. Pre-Application Process*** | *Same* |  |  |
|  | 5.2. **Registration in the EVOSS System.** If the interested participant has no EVOSS System account yet, it shall submit a request for registration in the EVOSS System with Solar and Wind Energy Management Division (SWEMD). |  |  |
| **Section 15. Submission of Letter of Intent.** All interested participants shall prepare an LOI to develop a certain area, in accordance with the mapping requirements (Annex J), addressed to the REMB Director, which shall be submitted through the DOE-Records Management Division (RMD). The submission of the LOI shall not be considered as a filing of an RE Application and shall not commence the application process.  Upon receipt of the LOI, the RMD shall attach a radio-frequency identification (RFID) tag thereon, encode the document under Energy Application Monitoring System (EAMS) and forward the document to the REMB Assistant Director. | 5.3. **Submission of Letter of Intent.** All interested participants shall submit through the EVOSS System an LOI to develop a certain area, in accordance with the mapping requirements (Annex J). The LOI shall be addressed to the REMB Director and shall indicate whether the interested participant will avail of the Certificate of Authority referred to in Sections 6 and 7.1 of this Chapter. The submission of the LOI shall not be considered as a filing of an SEOC Application and shall not commence the application process.  ~~Upon receipt of the LOI, the RMD shall attach a radio-frequency identification (RFID) tag thereon, encode the document under Energy Application Monitoring System (EAMS) and forward the document to the REMB Assistant Director.~~ |  |  |
| **Section 16. Orientation of Interested Participants.** The orientation is intended to inform the interested participants about the RE Application requirements, and to guide them through the process of evaluating and awarding of the RE Contracts and the registration of an RE Project. | 5.4. **Orientation of Interested Participant.** The orientation is intended to inform interested participants about the SEOC Application requirements, and to guide them through the process for evaluation thereof, awarding of SEOC and the registration of a Land-based solar PV project. |  |  |
| * 1. Within three (3) working days from receipt of the LOI, the concerned REMB Division, through its Assistant Director, shall issue an acknowledgment letter addressed to the interested participant and encode the document in EAMS. | *Delete* |  |  |
| * 1. All interested participants shall be informed of the schedule of orientation or briefing on the RE Application requirements and processes. | 5.4.1. All interested participants shall be informed of the schedule of orientation or briefing on the SEOC Application requirements and processes. |  |  |
| * 1. Should any interested participant consider the orientation or briefing as unnecessary or dispensable, they may waive such option in writing either in its LOI or in response to the notice of the schedule of orientation provided in the preceding paragraph. | 5.4.2. Any interested participant may waive attendance to the orientation in writing either in its LOI or in response to the notice of the schedule of orientation provided in the preceding paragraph. |  |  |
|  | ***Part 2. Area Verification and Technical Guidelines*** |  |  |
| **Section 21. Configuration of RE Contract Area.** The configuration of the proposed Contract Area shall depend on the type of resource being applied for which shall be as follows: | 5.5 **Configuration of ~~RE Contract~~ Area of Interest.** The interested participant shall specify the type of Land-based solar power project, whether it is ground-mounted, roof-mounted or solar power project with integrated ESS, and it shall indicate the geographic coordinates of the area of interest (AOI) except for roof-mounted solar project. In the case of roof-mounted solar power project, only the size of AOI in hectares and the latitude and longitude points shall be submitted with the LOI. The AOI for the SEOC Application shall either be polygonal or in block following the Blocking System or a combination of both. ~~The configuration of the proposed Contract Area shall depend on the type of resource being applied for which shall be as follows:~~ |  |  |
| * 1. For solar and biomass resources, the area shall be in one (1) parcel polygon. The interested participant shall specify the type of system of the RE Project, whether it is ground-mounted, roof-mounted or floating solar and submit the technical requirements based on the chosen system. | *Delete* |  |  |
| * 1. For hydropower resources, the applied area shall indicate the geographic coordinates of the proposed location of weir, with elevation, and the powerhouse. | *Delete* |  |  |
| * 1. For wind, geothermal and ocean resources, the applied area shall either be polygonal or in blocks following the Blocking System or a combination of both. | *Delete* |  |  |
| **Section 22. Proof of Access to Proposed/Applied Area**. The RE Applicant for solar and biomass development shall submit proof of ownership or possessory rights over real property/ies covered by the proposed project area/site located in private lands: *Provided*, That in the case of public lands, proof of application to acquire possessory rights over the real property/ies covered by the proposed area shall suffice. | **5.6 Proof of Access to Proposed Area of Interest**. The SEOC Applicant ~~for solar and biomass development~~ shall submit proof of ownership or possessory rights over real property/ies covered by the proposed solar power project area/site located in private lands: *Provided*, That in the case of public lands, proof of application to acquire possessory rights over the real property/ies covered by the proposed area shall suffice. Provided, further, That the SEOC Applicant shall execute and submit a sworn statement describing in detail in which the possessory rights were acquired. The sworn statement must include an endorsement, signed by the declarant, which states that the declaration, particularly on the possessory rights, is **truthful and made under penalty of perjury.** |  |  |
| **Section 23. Area Verification Results.** The ITMS shall provide the concerned REMB Division with the verification report which may indicate that the proposed Contract Area is: | 5.6. **Area Verification.** Within fourteen (14) days from receipt of the LOI, ITMS shall complete the area verification and determine whether the AOI is: |  |  |
| * 1. Covered by an existing PDA under the OCSP, RE Contract or pending RE Application for the development of the same RE Resource in the LOI or RE Application, or other energy resource assessment activities as submitted by the concerned DOE unit and verified by the ITMS; | 5.6.1. Covered by an existing PDA under the OCSP, SEOC or SESC pending application, or other energy resource assessment activities as submitted by the concerned DOE unit and verified by ITMS; |  |  |
| * 1. Within or overlaps the area of an existing energy service or operating contract such as Petroleum SC, COC, SSMP or RESC, other than the RE resource or technology being applied for; | 5.6.2. Within or overlaps with the area of an existing energy service or operating contract such as Petroleum Service Contract (PSC), Coal Operating Contract (COC), Small-Scale Coal Mining Permit (SSCMP) or Renewable Energy Service Contract (RESC), other than SEOC or SESC; |  |  |
| * 1. Within or overlaps the area of an existing energy service or operating contract application such as Petroleum SC, COC, SSMP or RESC, other than the RE resource or technology being applied for; | 5.6.3. Within or overlaps with the area of an existing energy service or operating contract application such as Petroleum SC, COC, SSCMP or RESC, other than SEOC Application; |  |  |
| * 1. Within the protected areas under RA No. 11038 or the Expanded National Integrated Protected Areas System Act of 2018, ancestral domains with Certificate of Ancestral Domain Title or Claim, areas with Tenurial Instruments from other government agencies, and other areas covered by significant geospatial data that will be identified as necessary in the evaluation of the RE application based on available data on file at the ITMS and the National Mapping Resource Information Authority’s Philippine Geoportal Project website; | 5.6.4. Within the protected and environmentally critical areas under RA No. 11038, or the “Expanded National Integrated Protected Areas System Act of 2018” (“ENIPAS”), *i.e.*, within or outside the strict protection zones, ancestral domains with Certificate of Ancestral Domain Title or Claim, areas with Tenurial Instruments from other government agencies, areas prohibited, reserved, or used for national defense, navigation, irrigation, and other development projects, and other areas covered by significant geospatial data that will be identified as necessary in the evaluation of the SEOC Application based on available data on file with ITMS and the National Mapping Resource Information Authority’s Philippine Geoportal Project website.  Pursuant to the mandate of the DOE to supervise and control all government activities relative to energy project under the EPIRA, concerned government agencies and entities shall provide the DOE the list of abovementioned areas with technical description; |  |  |
| * 1. Covered by the LOI of the same or other energy resource; or | 5.6.5. Covered by the LOI of the same or other energy resource; or |  |  |
| * 1. Open for RE Applications. | 5.6.6. Open for SEOC Applications. |  |  |
| **Section 17. Area Verification.** The area verification process shall determine whether any of the conditions under Section 23 of this Circular apply to the area identified by the interested participant. | *Delete* |  |  |
| * 1. The concerned technical division of the REMB, through its Assistant Director, shall endorse the LOI and its attachments to the ITMS within two (2) working days from its receipt of the same. For solar and biomass development, the concerned REMB Division shall also endorse to the DOE-Legal Services (LS) the sworn affidavit of undertaking. Said affidavit is an undertaking executed by the interested participant to submit a proof of ownership or possessory rights over real property covered by the proposed project area/site located in private lands; or proof of application to acquire possessory rights over areas considered as public lands. Such proof of land rights shall be submitted as part of the application requirements found in Annex I. | *Delete* |  |  |
| * 1. Within five (5) working days from receipt of the LOI, the ITMS and LS shall complete the area verification, encode in the EAMS the memorandum on the result of the area verification, and provide the concerned REMB Division with the verification report. | *Delete* |  |  |
| * 1. Within two (2) working days from its receipt of the results of the area verification, the concerned REMB Division shall notify the interested participant in writing that it may proceed with the filing of RE Application. The letter to the interested participant shall be encoded under the EAMS. | *Delete* |  |  |
| * 1. If the proposed area is found to be partially occupied by another RE Developer developing the same type of RE Resource being applied for, the interested participant has the option to proceed with filing an RE Application over the re-validated area (net of the area occupied by another RE Developer). | *Delete* |  |  |
|  | 5.7. **Area Verification Results.** ITMS shall provide SWEMD with the results of area verification through the EVOSS System. SWEMD shall conduct the final technical verification and determine whether the proposed solar power project will cause substantial disruption to an existing solar power project. Within three (3) working days upon receipt of the final technical verification results, SWEMD, through the REMB Assistant Director, shall endorse the final verification results and upload the letter containing the results of area verification in the EVOSS System.  If the SWEMD Application cannot proceed based on the final technical verification results, the interested participant may either (a) reconfigure the AOI, (b) file a request to allow the development of multiple resources in the area; or (c) comply with Section 5.7.3 of this Chapter, as applicable. |  |  |
|  | 5.7.1. **Reconfigured Area of Interest.** Within ten (10) days from uploading of the final technical verification results, the interested participant and HOEMD may conduct an assessment if the AOI may be reconfigured without material adverse effect on the feasibility of the proposed hydropower project. The interested participant may reconfigure its AOI to cover only such portion as may allow the HSC Application to proceed. After confirmation by ITMS that no portion of the reconfigured AOI falls under Sections 5.6.1, 5.6.2, 5.6.3 or 5.6.5 of this Chapter, HOEMD shall upload in the EVOSS System a Notice to Apply to the interested participant for the filing of the HSC Application. |  |  |
| **Section 24. Multiple Resources in an Area**. In instances of area overlap found under Sections 23.2 to 23.3 above, the interested participant may still pursue the RE Application subject to the provisions herein below set forth. | 5.7.2. **Multiple Resources in an Area**. If the AOI of the interested participant overlaps with the area of an existing energy service or operating contract or an application therefor as provided under Sections 5.6.2 and 5.6.3 of this Chapter, the interested participant may still pursue the SEOC Application, subject to the provisions herein below set forth: |  |  |
| * 1. *Acknowledgment of Prior Right of Applicants, Registered Developers, and/or Energy Contractors. –* The interested participant may still apply for an RE Contract over an area with multiple resources by first submitting a notarized acknowledgment and undertaking that it recognizes and shall continue to recognize the existence of the prior rights of the existing applicants and/or developers thereon. | (a) The interested participant shall:  (i) Explain in writing why the proposed solar power project will not be feasible without the overlapping area, duly supported by technical data, proposed project design, and other relevant information.  (ii) Submit a notarized acknowledgment and undertaking that the interested participant recognizes and shall continue to recognize the prior rights of the existing applicants and/or developers of other energy resources within the overlapping area; that the design, construction and operation of the proposed solar power project will ensure safe and optimal development of solar power project and other energy resources in the overlapping area; and that all costs needed therefor shall be borne by the interested participant. |  |  |
| * 1. *Notice to Applicants, Registered Developers, and/or Energy Contractors Holding Prior Rights. –* In giving notice to interested participants, applicants, registered developers, and/or energy contractors holding prior rights to a certain area, the following process shall be observed: | *Delete* |  |  |
| * + 1. The REMB shall inform both the interested participant, and applicant or contractor/developer of the overlap where the latter shall be given five (5) working days from receipt of notice to file any objections, stating therein justifiable reasons therefor. | (b) SWEMD shall inform the applicant or energy contractor/developer on the intent to develop the solar power project within the overlapping area. Copies of the interested participant’s LOI, the written explanation, and their supporting documents shall be furnished to the existing applicant or contractor/developer. |  |  |
| * + 1. If no objection is filed by the applicant, energy contractor/developer within the prescribed period, the interested participant shall be given three (3) working days from receipt of such notice to file an RE Application. | (c) If no objection is received from the existing applicant or energy contractor/developer within the prescribed period, SWEMD, through the REMB Assistant Director, shall endorse and upload in the EVOSS System a Notice to Apply to the interested participant for the filing of the SEOC Application. |  |  |
| * + 1. If an objection is filed, the DOE Secretary, upon recommendation of concerned DOE bureaus, shall resolve the matter within ten (10) working days from receipt thereof, taking into account the most beneficial use of the resources. | (d) If the existing applicant or energy contractor/developer objects to the proposal, the said applicant or energy contractor/developer shall notify SWEMD thereof within ten (10) days from receipt of notice, citing the impracticability of multiple resource development as to additional costs, safety, substantial decrease in the utilization of the energy resource, and other relevant factors. Copies of the written objection shall be furnished to the DOE Division processing the application or administering the energy project. A statement that multiple resource development in the overlapping area is impracticable without technical basis shall not be considered as an objection. |  |  |
|  | (e) Within five (5) days from receipt of an objection, SWEMD shall furnish the interested participant with a copy thereof. Within the same period, HOEMD and the concerned DOE Division shall jointly determine whether exploration of solar power project within the overlapping area may be conducted without material adverse effect on the activities of the existing energy contractor/developer. Such determination shall consider the interested participant’s proposal, the objection and the technical bases cited therein. The evaluation shall be endorsed to the REMB Director. |  |  |
|  | (f) Upon receipt of the endorsement, the REMB Director may issue a Notice to Apply if s/he concurs that the exploration will not cause material injury the existing energy contractor/developer. ~~The contract area of the SEOC so awarded shall be finally determined by REMB during the Pre-Development Stage based on the feasibility of multiple resource development in the overlapping area.~~ |  |  |
|  | 5.7.3. **Other Areas.** If the AOI of the interested participant overlaps with the area as provided under Section 5.6.4 of this Chapter, the interested participant may still pursue the SEOC Application if there is no material adverse effect on the feasibility of the proposed solar power project after applying the provisions herein below set forth: |  |  |
|  | * + - 1. If the AOI overlaps with areas within strict protection zones under the ENIPAS, the interested participant shall submit a revised AOI net of the said areas.       2. If the AOI overlaps with areas outside strict protection zones under the ENIPAS, the REMB Director shall issue a Notice to Apply for the said AOI; Provided, that the contract area may be reduced shall be subject to the ENIPAS and its implementing rules and regulations.       3. If the AOI overlaps with ancestral domains with Certificate of Ancestral Domain Title or Claim, the REMB Director shall issue a Notice to Apply for the said AOI; Provided, that the contract area may be reduced subject to RA No. 8371 or “The Indigenous Peoples Rights Act of 1997” and its implementing rules and regulations.       4. If the AOI overlaps with areas with Tenurial Instruments from other government agencies, the REMB Director shall issue a Notice to Apply for the said AOI; Provided, that the contract area may be reduced subject to the relevant rules and regulations of the concerned government agency.       5. If the AOI overlaps with areas prohibited, reserved, or used for national defense, navigation, irrigation, and other development projects, and other areas, the REMB Director shall issue a Notice to Apply for the said AOI; Provided, that the contract area may be reduced subject to the relevant rules and regulations of the concerned government agency. |  |  |
| ***Part 2. Filing and Evaluation of RE Applications*** | ***Part 3. Filing and Evaluation of Land-Based Solar Energy Operating Contract Applications*** |  |  |
| **Section 18. Receipt of RE Applications.** Following the area verification step, the interested participant may proceed to submit its RE Application by complying with the procedures and requirements as follows: | 5.8. **Receipt of Solar Energy Operating Contract Applications.** After the Notice to Apply is uploaded in the EVOSS System, the interested participant may file its SEOC Application by complying with the procedures and requirements, as follows: |  |  |
|  | 5.8.1. The SEOC Applicant shall submit through the EVOSS System the complete set of documentary requirements which include legal, technical and financial based on the Checklist of Requirements (Annex I). |  |  |
| * 1. Prior to its submission of the RE Application to the RMD, the RE Applicant shall proceed to the concerned REMB Division who shall determine whether the RE Application is complete based on the Checklist of Requirements. The determination shall be made in the presence of the RE Applicant or its duly authorized representative. No RE Application shall be received and no order of payment shall be issued unless the RE Applicant has submitted all the documentary requirements enumerated under the Checklist of Requirements. | 5.8.2. SWEMD shall check the completeness and consistency of the submission and ITMS shall validate the area applied for the solar power project within three (3) working days. |  |  |
| * 1. After payment of the application and processing fees, the RE Application shall be submitted to the RMD, together with a photocopy of the official receipt of the said fees. Thereafter, the RMD shall attach a RFID tag thereon, encode the document under EAMS and forward the document to the REMB Assistant Director. The RE Application shall follow the format prescribed in Section [13.4.2](#_bookmark0) hereof. Each printed copy shall be enclosed in separate folders designated for the legal, technical, and financial documents. At this point, the RE Application is deemed filed and any amendment thereof by the RE Applicant shall no longer be allowed. | 5.8.3. If the submission is complete, SWEMD shall upload a copy of the order of payment for the application and processing fees. The EVOSS System shall notify the SEOC Applicant through a system-generated email to pay the application and processing fees within five (5) days. Failure to do so will result in the abandonment of the application. |  |  |
|  | 5.8.4. The EVOSS System shall notify LS, FS and ITMS of the complete submission. |  |  |
| **Section 19. Evaluation of RE Applications.** | 5.9. **Evaluation of Land-based Solar Energy Operating Contract Applications.** |  |  |
| * 1. The RMD shall, within one (1) working day from receipt of RE Application, forward the same to the concerned REMB Division. The concerned REMB Division shall record the date of filing of the RE Application and within the same day of receipt from the RMD, distribute one (1) copy of the RE Application each to the LS for legal evaluation, and the DOE-Financial Services (FS) for financial evaluation. | *Delete* |  |  |
| * 1. The concerned divisions of the REMB, LS, and FS shall evaluate the RE Application simultaneously. The evaluations shall be completed within five (5) working days from the date of their receipt of the same. | 5.9.1. After the payment of the processing fee, SWEMD, LS, and FS shall conduct the simultaneous technical, legal, and financial evaluations within five (5) days from uploading of the proof of payment of application and processing fees in the EVOSS System. |  |  |
|  | 5.9.2. Preference shall be given to proposed solar power projects that are situated in close proximity to existing and available transmission facilities. Alternatively, preference may also be given to SEOC Applicants with a proposal for the construction of the necessary transmission facilities. |  |  |
|  | 5.9.3. SWEMD shall consolidate all the evaluation results and proceed with the processing of the application, as follows: |  |  |
| * + 1. If the RE Application passes the legal, technical, and financial evaluations, the evaluation documents shall be collated and endorsed by the REMB Director to its Supervising Assistant Secretary and Undersecretary. To this end, the concerned REMB Division shall assist the REMB Assistant Director by preparing, within three (3) working days from its receipt of the evaluation documents, a memorandum endorsing the RE Application for the concurrence of the LS, the draft RE Contract, and the corresponding Certificate of Registration (COR), as necessary. The endorsement must include the original copy of the results of legal, technical and financial evaluations along with all their attachments, and the project area map and its technical descriptions. | (a) If the SEOC Application passes the evaluations, SWEMD shall, within two (2) days from its receipt of the evaluation documents, prepare REMB’s memorandum for the Secretary endorsing the award of the SEOC Application; the draft Certificate of Authority; and the draft SEOC. The endorsement must include the original copy of the results of area verification and the legal, technical and financial evaluations with all their attachments, and the project area map and its technical descriptions. Upon concurrence of ITMS, FS, REMB and LS on the endorsement, the Secretary shall act on the SEOC Application in accordance with Section 7 of this Chapter. |  |  |
| * + 1. In case the RE Application does not pass any of the legal, technical, or financial evaluations, the concerned REMB Division shall, within three (3) working days from receipt of all the evaluations, prepare a letter to be signed by REMB Director requiring the RE Applicant to submit documents in support of its application within a period of ten (10) working days from receipt of such notice. | (b) If the SEOC Application does not pass the legal, technical, and/or financial evaluations, SWEMD shall notify the SEOC Applicant through the EVOSS System to rectify the submission within ten (10) days. |  |  |
| 1. Failure of the RE Applicant to submit supplementary documents within the prescribed period shall be deemed an abandonment of the RE Application. Thereafter, a notice to the RE Applicant shall be prepared by the REMB, signed by its Assistant Secretary, stating that the RE Application is deemed to have been abandoned by the RE Applicant. | (i) Failure of the SEOC Applicant to submit supplementary documents within the prescribed period shall be deemed an abandonment of the SEOC Application. SWEMD shall notify the SEOC Applicant, LS, FS, and ITMS of the disqualification through the EVOSS System. |  |  |
| 1. In case the RE Applicant submits supplementary documents within the prescribed period above, the REMB shall immediately forward such documents to the concerned units of the DOE upon its receipt of the same. Thereafter, the concerned units of the DOE shall re-evaluate the RE Application and submit the result within two (2) working days from receipt thereof. The REMB Assistant Director shall collate the results and follow the procedure outlined in Section 19.2.1 above if the RE Application passed the legal, technical, and financial requirements. | (ii) If the SEOC Applicant submits supplementary complete documents within the prescribed period above, SWEMD, LS and FS shall be notified by the EVOSS System of the submission. SWEMD, FS and LS shall finish the simultaneous technical, legal, and financial evaluations within three (3) working days. |  |  |
| 1. Should the RE Application still fail to pass any of the subsequent legal, technical or financial evaluations, the REMB Assistant Director shall recommend the disqualification of the RE Application to the supervising Assistant Secretary who shall then issue a formal notice to the RE Applicant stating the basis of the disqualification. Upon receipt of the RE Applicant of the letter of disqualification, the REMB shall prepare a memorandum to the ITMS to immediately re-open the area for RE Applications by posting such information on the DOE website. | (iii) Should the SEOC Application still fail to pass any of the subsequent legal, technical, or financial evaluations, SWEMD shall notify the SEOC Applicant, LS, FS, and ITMS of the disqualification through the EVOSS System. |  |  |
| * 1. It shall be the duty of the concerned DOE unit to encode all documents and activities in the EAMS during the evaluation process. | *Delete* |  |  |
|  | 5.9.4. The SEOC Applicant shall submit all supplemental documents through the EVOSS System. Documents submitted outside the EVOSS System and those submitted through the EVOSS System but beyond the prescribed period shall not be accepted or evaluated. |  |  |
|  | 5.9.5. No Request for Reconsideration (RR) of any of the legal, technical, financial evaluation or the disqualification shall be entertained, except when the SEOC Applicant failed to submit the required documents within the prescribed timelines due to a fault in the EVOSS System, as confirmed by Investment Promotion Office (IPO). In such circumstances, the SEOC Applicant may file the RR with REMB within three (3) days from uploading of the Notice of Disqualification. |  |  |
|  | (a) Upon receipt of the RR, SWEMD shall request IPO to confirm the occurrence of the technical problem. If so confirmed and the same prevented the timely submission, SWEMD, FS and/or LS shall evaluate the SEOC Application considering the additional submission. |  |  |
|  | (b) If the SEOC Application passes the evaluation, REMB shall grant the RR. Thereafter, SWEMD shall proceed in accordance with Section 5.9.3(a) of this Chapter. |  |  |
|  | 5.10. If the Solar Energy Developer waived the Certificate of Authority during the pre-application process, SWEMD shall proceed with the application in accordance with Section 7.2 of this Chapter. |  |  |
|  | **Section 6. Terms of Certificate of Authority.** The awardee of a SEOC shall have exclusive authority to procure permits or certifications and tenurial instruments needed for the exploration, development and utilization of the solar energy resources within an area specified in the SEOC Application and conduct reconnaissance and other activities needed for pre-feasibility studies upon the issuance of Certificate of Authority by the DOE. |  |  |
|  | 6.1. The Certificate of Authority shall be valid for a period not exceeding two (2) years. During its validity, the Certificate of Authority shall serve as the DOE’s exclusive endorsement for the Solar Energy Developer to secure the necessary permits or certifications and tenurial instruments from government agencies, entities or instrumentalities having jurisdiction over any aspect of the solar power project operations. The denomination of each permit or certification or tenurial instrument to be procured for the solar power project shall be listed in the Certificate of Authority. |  |  |
|  | 6.2. The Certificate of Authority shall reflect the metes and bounds of the area as proposed in the SEOC Application over which reconnaissance and other pre-feasibility activities may be conducted and permits and tenurial instruments may be secured by the Solar Energy Developer for the project. For this purpose, a copy of the technical description of the area to be covered by the SEOC shall form part of the Certificate of Authority. |  |  |
|  | 6.3. The validity of the Certificate of Authority shall not be extendible. Any reconnaissance activity that is not conducted and/or permit or certification or tenurial instrument that remains unissued upon the lapse of the Certificate of Authority shall be procured and the necessary activities therefor conducted, as part of the ~~Pre-~~Development Stage. |  |  |
|  | 6.4. The Solar Energy Developer shall have the option to shorten the period of validity of the Certificate of Authority or utilize its full term.  6.4.1. If the Solar Energy Developer opts to shorten the period of validity, it shall give written notice to the DOE with a request to execute the HSC and a proposed Work Program.  6.4.2. If the Solar Energy Developer opts to utilize the full term, it shall give written notice to the DOE with a request to execute the SEOC and a proposed Work Program not earlier than six (6) months but not later than three (3) months prior to the expiration of the validity of the Certificate of Authority. |  |  |
|  | 6.5. Within three (3) days from notice, SWEMD shall prepare REMB’s memorandum for the Secretary endorsing the execution of the SEOC in accordance with Section 7.2 of this Chapter. |  |  |
| **Section 20. Approval and Signing of the RE Contract**. The following procedure shall govern the awarding of RE Contracts and the registration of RE Developers: | **Section 7. Award of Land-based Solar Energy Operating Contract and Registration of Solar Energy Developers.** |  |  |
|  | 7.1. **Issuance of Certificate of Authority.** After the approval of an SEOC Application and before the execution of an SEOC, the DOE shall issue a Certificate of Authority; Provided, that the Certificate of Authority may be waived in accordance with Section 6.4 of this Chapter. |  |  |
|  | 7.2. **Signing of the Land-based Solar Energy Operating Contract.** The following procedure shall govern the awarding of SEOC: |  |  |
| * 1. *Notification of Award. –* The DOE shall notify the selected (under the OCSP) or qualified (under Direct Application) RE Applicant of the award and the schedule of the signing of the RE Contract, *Provided,* That any RE Contract in the nature of a financial or technical assistance agreement shall be approved and executed by the President of the Philippines, upon the recommendation by the DOE Secretary, in accordance with Article XII, Section 2 of the Philippine Constitution. | 7.2.1. **Notification of Award.** The DOE shall notify the selected (under the REZA or OCSP) or qualified (under Direct Application) SEOC Applicant of the award of the SEOC. |  |  |
| * 1. *Signing of the RE Contract. –* The signing of the RE Contract shall be divided into two stages, namely: a) pre-signing by the RE Applicant; and b) signing of the DOE Secretary. | 7.2.2. **Signing of the Solar Energy Operating Contract.** The signing of the SEOC shall be divided into two stages, namely: a) pre-signing by the SEOC Applicant; and b) signing of the DOE Secretary. |  |  |
| * + 1. The REMB Supervising Assistant Secretary shall review the recommendation and endorse the same to the REMB Supervising Undersecretary within two (2) working days from receipt thereof. The Undersecretary shall act on the endorsement within two (2) working days from receipt of the documents. Within one (1) working day from the concurrence of the Undersecretary of the REMB’s recommendation, the REMB Director shall require the RE Applicant to pre-sign the original copies of the RE Contract following the prescribed template. | 7.2.2.1. The REMB Supervising Assistant Secretary shall review the recommendation and endorse the same to the REMB Supervising Undersecretary within two (2) working days from receipt thereof. The Undersecretary shall act on the endorsement within two (2) working days from receipt of the documents. Within one (1) working day from the concurrence of the Undersecretary with the REMB’s recommendation, the REMB Director shall require the SEOC Applicant to pre-sign the original copies of the SEOC following the prescribed template. |  |  |
| * + 1. Within one (1) working day from the date of pre-signing, the REMB Director shall prepare a memorandum to the DOE Secretary, coursed through its Supervising Assistant Secretary and Undersecretary, endorsing the award of the RE Contract. The endorsement shall include the pre-signed RE Contract with the corresponding Certificate of Registration (COR), and all the relevant attachments. | *Delete* |  |  |
| * + 1. The REMB Director shall forward the pre-signed RE Contract, along with the endorsement and all its attachments, to the LS for its concurrence. Within three (3) working days from receipt of the documents, the LS shall review the pre-signed RE Contract and all the other documents and revert the same to REMB for further processing. | 7.2.2.2. Within one (1) working day, the SWEMD shall validate the pre-signed SEOC, and shall forward the pre-signed HSC, along with the endorsement and all its attachments to the Office of the DOE Secretary. |  |  |
| * + 1. Upon receipt of the LS concurrence of the pre-signed RE Contract and its accompanying documents, the REMB shall endorse the same to its Supervising Assistant Secretary. | *Delete* |  |  |
| * + 1. The REMB Supervising Assistant Secretary shall review the pre- signed RE Contract and its accompanying documents and endorse the same to the REMB Supervising Undersecretary. Likewise, the REMB Supervising Undersecretary shall review the pre-signed RE Contract and its accompanying documents and endorse the same to the DOE Secretary. This process shall take three (3) working days to complete. | *Delete* |  |  |
| * + 1. The Office of the DOE Secretary shall receive the pre-signed RE Contract and all its attachments, the endorsement of the REMB, and the concurrence of the LS thereto. The DOE Secretary shall act on the documents within seven (7) working days from receipt thereof. | 7.2.2.3. The Office of the DOE Secretary shall receive the pre-signed SEOC and all its attachments, shall act on the documents within seven (7) ~~working~~ days from receipt thereof. |  |  |
| * 1. *Payment of Signing Fee. –* The REMB Director shall send a written notice to the RE Applicant within one (1) working day from the DOE Secretary’s signing of the RE Contract to pay the signing fee and post the performance bond, within the relevant period, covering the first Contract Year. Said notice shall likewise contain an order of payment for the signing fee which shall be paid directly to the Treasury.   The RE Developer shall submit proof of payment of the signing fee within fifteen (15) calendar days from receipt of notice. Failure of the RE Developer to do so shall be deemed as an abandonment of the RE Application and shall cause the revocation of the COR and the RE Contract. Further, non-posting of the performance bond within thirty (30) calendar days from receipt of notice shall cause the RE Contract to be deemed void. | 7.2.3. **Payment of Signing Fee.** The SWEMD, through the EVOSS System, shall issue the Order of Payment within one (1) day. The SEOC Applicant shall pay the signing fee within fifteen (15) days, which shall be paid directly to the Treasury, and post the performance bond, within the relevant period, covering the first contract year.  The SEOC Applicant shall upload proof of payment of the signing fee within fifteen (15) ~~calendar~~ days from receipt of notice. The failure of the Solar Energy Developer to do so shall be deemed as an abandonment of the SEOC Application and shall cause the revocation of the SEOC. Further, non-posting of the performance bond within thirty (30) ~~calendar~~ days from receipt of notice shall cause the SEOC to be deemed void. |  |  |
| * 1. *Delivery of the Signed RE Contract. –* The notarized copy of the RE Contract and the COR shall be furnished to the RE Applicant upon submission by the latter of a copy of the official receipt of payment of the corresponding signing fee to the DOE. A copy of the original RE Contract and a photocopy of the COR shall be provided to the concerned REMB Division and the RMD. | 7.2.4. **Delivery of the Signed Solar Energy Operating Contract.** The SWEMD shall upload the signed and notarized copy of the SEOC and COR, as applicable, and inform the Solar Energy Developer to pick up the said documents. Simultaneous with the receipt of the SEOC, the Solar Energy Developer shall surrender to the DOE the Certificate of Authority issued pursuant to this Circular. |  |  |
| * 1. *Duty to Maintain Records. –* The concerned REMB Division shall maintain a record of all LOIs received in the EAMS, and pending RE Applications and signed RE Contracts in the Energy Virtual One-Stop Shop (EVOSS) System. | 7.2.5. **Duty to Maintain Records.** The SWEMD shall maintain a record of all LOIs received, pending SEOC Applications, and signed SEOC in the EVOSS System. |  |  |
| * 1. The ITMS shall make the area available to other applicants only when: a) the RE Applicant failed to qualify; or b) withdraws or abandons its LOI or RE Application, as the case may be, and only after due notice is given to the concerned interested participant/RE Applicant of such information by the REMB Supervising Assistant Secretary, copy furnishing the ITMS with the said notice. Once an area is declared to be available, subsequent RE Applications covering the same may be allowed, and only on a first-come, first-served basis. | 7.2.6.The ITMS shall make the area available to other applicants only when: a) the SEOC Applicant failed to qualify; or b) withdraws or abandons its LOI or SEOC Application, as the case may be, and only after due notice is given to the concerned interested participant/SEOC Applicant of such information by the REMB Supervising Assistant Secretary, copy furnishing the ITMS with the said notice. Once an area is declared to be available, subsequent SEOC Applications covering the same may be allowed, and only on a first-come, first-served basis. |  |  |
|  | 7.3. **Registration of Solar Energy Developers.** The DOE, through the REMB, shall issue a COR to a Solar Energy Developer holding a valid SEOC for purposes of entitlement to the incentives under Chapter VIII of this Circular. ~~upon the issuance of the COCOC.~~ Notwithstanding the foregoing, the issuance of a COR may be availed of upon the award of the SEOC, at the option of the Solar Energy Developer. |  |  |
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| **Section 10. Hydropower Resource.** The development of hydropower resources shall be covered by a Hydropower Service Contract (HSC) following the prescribed template (Annex D). | **Section 9. Terms of Land-based Solar Energy Operating Contract.** The development of solar energy resources shall be covered by a SEOC following the prescribed template (Annex D). |  |  |
| * 1. The RE Developer shall be given a period of five (5) years from the date of effectivity of the HSC to determine the existence of hydropower resource in Commercial Quantities. | *Delete* |  |  |
| * 1. The HSC shall have a term of twenty-five (25) years, which shall include the Pre-Development Stage, from the date of its effectivity. The Development/Commercial Stage shall commence upon the issuance of the COCOC prior to the expiration of the Pre-Development Stage, and shall continue for the remainder of the twenty-five (25)-year period of the HSC term in accordance with the timeline set in the approved Work Program. The HSC may be renewed for another twenty-five (25) years, subject to terms and conditions provided therein. | *Delete* |  |  |
|  | 9.1. The SEOC shall have a term of twenty-five (25) years from the date of execution, which shall include the Development Stage and Commercial Stage but shall exclude the period covered by the Certificate of Authority. |  |  |
|  | 9.2. Not earlier than six (6) months prior to the expiration of the twenty-five (25) year period, the SEOC may be renewed for another twenty-five (25) years, subject to the terms and conditions of the SEOC. |  |  |
| **Section 11. Ocean Energy Resource.** The development of ocean energy resources shall be covered by Ocean Energy Service Contract (OESC) following the prescribed template (Annex E). | *Delete* |  |  |
| * 1. The Work Program depends on the type of development, whether the RE Project is tidal stream/tidal current, tidal range, wave, ocean thermal or salinity gradient. | *Delete* |  |  |
| * 1. The RE Developer shall be given a period of seven (7) years from the date of effectivity of the OESC to determine the existence of ocean energy resource in Commercial Quantities. | *Delete* |  |  |
| * 1. The OESC shall have a term of twenty-five (25) years, which shall include the Pre-Development Stage, from the date of its effectivity. The Development/Commercial Stage shall commence upon the issuance of the COCOC prior to the expiration of the Pre-Development Stage, and shall subsist for the remainder of the twenty-five (25)-year period of the OESC term in accordance with the timeline set in the approved Work Program. The OESC may be renewed for another twenty-five (25) years, subject to terms and conditions provided therein. | *Delete* |  |  |
|  | *Delete* |  |  |
|  |  |  |  |
|  | **Section 10. Stages of Land-based Solar Energy Operating Contract.** |  |  |
| * 1. *Stages of an RE Operating Contract. –* An RE Operating Contract shall cover only the Development/Commercial Stage, which involves the development, construction and installation and commercial operation of the RE Project, including the achievement of Financial Closing. | 10.1. **Stages of a Solar Energy Operating Contract.** A SEOC shall cover two (2) stages of the solar power project, namely:   * + - 1. Development Stage. Involves the conduct of final feasibility study up to Financial Closing, construction, test and commissioning and until application of Certificate of Compliance (COC) of the solar power project; and       2. Commercial Stage: Involves the commercial operation of the solar power project from the issuance of COC. |  |  |
| * 1. *Stages of an RE Service Contract. –* An RE Service Contract shall cover two (2) stages of the RE Project, namely: | 10.2. **Stages of a Land-based Solar Energy Service Contract.** A SESC shall cover two (2) stages of the solar power project, namely: |  |  |
| * + 1. Pre-Development Stage. Involves the conduct of preliminary assessment and feasibility study up to Financial Closing and Declaration of Commerciality (DOC) of the RE Project, including the identification of the proposed Production Area; and | (a) Pre-Development Stage. Involves the conduct of preliminary assessment and feasibility study up to Financial Closing and Declaration of Commerciality (DOC) of the solar power project, including the identification of the proposed Production Area; and |  |  |
| * + 1. Development/Commercial Stage. Involves the development, construction and commercial operation of the RE Project, production and utilization of RE Resources. | (b) Development/Commercial Stage. Involves the development, construction, and commercial operation of the solar power project, production, and utilization of solar energy resources. |  |  |
| * 1. *Transition from Pre-Development Stage to Development/Commercial Stage. –* The RE Service Contract shall transition from the Pre-Development Stage to Development/Commercial Stage only after issuance by the DOE of a Certificate of Confirmation of Commerciality (COCOC). The process of the issuance of a COCOC is provided in Section 29 hereof. | 10.3. **Transition from Pre-Development Stage to Development/Commercial Stage*.*** The SESC shall transition from the Pre-Development Stage to Development/Commercial Stage only after issuance by the DOE of a COCOC. The process of the issuance of a COCOC is provided in Section 15.3 of this Chapter. |  |  |
| **Section 5. RE Contract Area.** Upon transition from the Pre-Development to Development Stage of the RE Service Contract, the Contract Area shall be amended to cover the Production Area only. In the case of RE Operating Contracts, the Contract Area is equivalent to the Production Area. | 10.4. **Contract Area.** Upon transition from the Pre-Development to Development Stage of the SESC, the Contract Area shall be amended, if necessary, to cover the Production Area only. In the case of SEOCs, the Contract Area is equivalent to the Production Area. |  |  |
| **Section 6. Conversion of Existing Service Contract.** For existing RE Projects that have been operating prior to the effectivity of the RE Act pursuant to contracts issued under the relevant preceding laws and those that have been issued RE Contracts after the RE Act but prior to this Circular, the contract holder may elect to convert its service contract or agreement by applying for an RE Contract under this Circular. However, the period of the RE Contract to be issued in relation thereto shall be the balance of the contract term remaining under the existing and valid service/operating contract or agreement. The requirements and procedures for conversion to RE Contract templates in Annexes A to F is provided in Section 30 hereof. | **Section 11. Conversion of Existing Solar Energy Service Contract.** For existing solar power projects that have been operating prior to the effectivity of the RE Act pursuant to contracts issued under the relevant preceding laws and those that have been issued SESCs after the RE Act but prior to this Circular, the contract holder may elect to convert its service contract or agreement by applying for an SESC under this Circular, within one (1) year from the effectivity of this Circular. However, the period of the SESC to be issued in relation thereto shall be the balance of the contract term remaining under the existing and valid service/operating contract or agreement. The requirements and procedures for conversion to SESC templates in Annex D is provided in Section 15.4 of this Chapter. |  |  |
| **Section 27. Amendment of RE Contracts.** | **Section 12. Amendment of Land-based Solar Energy Operating/Service Contract.** |  |  |
| * 1. *Amendment to RE Contracts, When Required. –* RE Contracts shall be amended only: (a) when making changes to the RE Contract Area; or (b) under the circumstances enumerated in Section 27.4 hereof.   No amendment to the RE Contract is required when the RE Project transitions from the Pre-Development to the Development Stage. However, the relinquishment of a portion of the Contract Area after identifying the Production Area pursuant to Section 5 above shall result in the issuance of new annex to the RE Contract, indicating the revised Contract Area, with corresponding map and technical description. | 12.1. **Amendment of Solar Energy Operating/Service Contract**. SEOC/SESC shall be amended in any of the following instances:  12.1.1. Change of company name;  12.1.2. Change of project name;  12.1.3. Correction of project location;  12.1.4. Change to the Contract Area;  12.1.5. Change in the proposed capacity of the solar power project; and/or  12.1.4. Change of the terms of the SEOC/SESC. |  |  |
|  | 12.2. No amendment to the SESC is required when the solar power project transitions from the Pre-Development to the Development Stage. However, the relinquishment of a portion of the Contract Area after identifying the Production Area pursuant to Section 10.4 of this Chapter shall result in the issuance of new annex to the SESC, indicating the revised Contract Area, with corresponding map and technical description.  Further, no need for the amendment if there are changes in the Registered Capacity, provided that the Solar Energy Developer shall provide the DOE with the updated COC issued by the ERC. |  |  |
| * 1. *Amendments to the RE Contract Area. –* The RE Developer shall submit a request in writing addressed to the REMB Director, with the letter attention given to the concerned REMB Division, and shall comply with the following: | 12.3. **Requirements for Amendments to the Contract Area**. The Solar Energy Developer shall submit a request in writing addressed to the REMB Director, and shall comply with the following: |  |  |
| * + 1. Technical description of proposed amendment to the Contract Area indicates the technical specifications and other mapping requirement for the purpose of area verification; | 12.3.1. Technical description of proposed amendment to the Contract Area indicates the technical specifications and other mapping requirement for the purpose of area verification; |  |  |
| * + 1. The proposed amendment shall cover an area contiguous to the existing Contract Area and, upon verification by the ITMS pursuant to the process in Section 23, is available and open for RE Resource exploration, development and/or utilization; | 12.3.2. The proposed amendment of the Contract Area shall be allowed either to increase or decrease the existing area. shall cover an area that are technically feasible to connect with ~~contiguous to~~ the existing Contract Area and, upon verification by the ITMS pursuant to the process in Section 5.7 of this Chapter, is available and open for hydropower resource exploration, development and/or utilization; |  |  |
| * + 1. The amendment of the Contract Area is justified and reasonable, which may be proven by: (a) the results of the resource assessment, duly verified by the concerned REMB unit; (b) proof of land rights; (c) proof that the RE Developer is not in default of its technical and financial obligations under the RE Contract; and (d) other relevant facts and/or documents; and | 12.3.3. The amendment of the Contract Area is justified and reasonable, which may be proven by: (a) the results of the resource assessment, duly verified by the HOEMD; (b) proof that the Hydropower Developer is not in default of its technical and financial obligations under the HSC; and (c) other relevant facts and/or documents; and |  |  |
| * + 1. The Work Program with respect to the amended Contract Area is acceptable.   Holders of RE Contracts with provisions on milestone periods shall be allowed to apply for Contract Area amendments during the milestone period, *Provided,* That all approved milestone activities under the RE Contract have already been accomplished. | 12.3.4. The Work Program with respect to the amended Contract Area is acceptable.  ~~Holders of RE Contracts with provisions on milestone periods shall be allowed to apply for Contract Area amendments during the milestone period, Provided, That all approved milestone activities under the RE Contract have already been accomplished.~~ |  |  |
| * 1. All other RE Contracts entered into by the DOE which used the templates for RE Contracts prior to this Circular, shall be allowed to apply for Contract Area amendments at any time prior to sixty (60) calendar days before the expiration of the Pre-Development Stage. | *Delete* |  |  |
| * + 1. In case the DOC states that the viability of the project is subject to a Contract Area amendment, such amendment may be allowed upon issuance of the COCOC. | *Delete* |  |  |
| * + 1. The following templates for amendments of Contract Area under existing RE Contracts are hereby adopted as follows:        1. RE Contracts issued in compliance with this Circular, shall adopt the template for the amendment of Contract Area attached hereto as Annex K; and        2. All other RE Contracts issued prior to or in accordance with Department Order (DO) No. DO2013-08-0011, entitled *“Adopting Policies in Relation to the Processing of Renewable Energy Service Contracts and Mandating the Adoption of the Revised Templates for Renewable Energy Service Contracts”* shall adopt the revised RE Contract templates attached hereto as Annexes A to F. | *Delete* |  |  |
| * 1. *Other Amendments. –* RE Contracts shall also be amended in any of the following instances:      1. Increase or decrease in the installed capacity of the RE Project;      2. Change of type of feedstock for biomass operations;      3. Change of location of project site (for biomass and hydro sources only). | *Transferred to Section 12.1.* |  |  |
|  | 12.4. **Requirements for Other Amendments**. The Solar Energy Developer shall submit a request in writing addressed to the REMB Director, together with the following: |  |  |
|  | 12.4.1. Proof that the amendment is justified and reasonable;  12.4.2. Proof that the Solar Energy Developer is not in default of its technical and financial obligations under the SEOC/SESC; and  12.4.3. Other relevant facts and/or documents. |  |  |
| * 1. Only a revised COR shall be issued in case of the following changes:      1. Company name of the RE Developer; and/or      2. Assignment of RE Contract in accordance with the terms thereof, to an entity that has the same legal, technical and financial qualifications as the assignor/RE Developer.   The amendments under this Section shall require the surrender of the original COR prior to evaluation of the request, *Provided*, That in the case of an amendment solely for the change of the company name, the request shall be directly endorsed to the DOE Secretary after legal evaluation. | 12.5. Only a revised COR shall be issued in case of the following changes:  12.5.1. Company name of the Solar Energy Developer; and/or  12.5.2. Assignment of SEOC/SESC in accordance with the terms thereof, to an entity that has the ~~same~~ legal, technical, and financial qualifications ~~as the assignor/RE Developer~~ to undertake the solar power project.  The amendments under this Section shall require the surrender of the original COR prior to evaluation of the request; Provided, that in the case of an amendment solely for the change of the company name, the request shall be directly endorsed to the DOE Secretary after legal evaluation. |  |  |
| * 1. *Evaluation of Requests for RE Contract Amendment. –* All requests for RE Contract amendment shall be submitted to the REMB, through RMD, and shall be processed as follows: | 12.6. **Evaluation of Requests for Amendment of Solar Energy Operating/Service Contract**. The Solar Energy Developer shall submit through the EVOSS System the complete set of documentary requirements for the request for amendment of SEOC/SESC, which shall be processed as follows: |  |  |
| * + 1. Upon receipt of the request, the RMD shall attach a RFID tag thereon, encode the request under the EAMS and forward the same to the REMB Director. | *Delete* |  |  |
| * + 1. Within one (1) working day from receipt of the request for RE Contract amendment, the REMB Director shall forward the documents to the concerned REMB Division for evaluation. | 12.6.1. SWEMD shall check the completeness and consistency of the submission within three (3) working days. |  |  |
|  | 12.6.2. If the submission is complete, SWEMD shall upload a copy of the order of payment to pay for the application and processing fees. The EVOSS System shall notify the Solar Enegy Developer through a system generated email to pay the fees within five (5) days. |  |  |
| * + 1. The concerned REMB Division shall evaluate the request within five (5) working days. In case the evaluation of the concerned REMB Division shows: a) that there are additional costs to be incurred that should warrant another financial evaluation; b) if there are any legal concerns on the RE project; or c) if there is a need of re-plotting of Contract Area, it shall endorse the request to FS, LS and/or ITMS which shall evaluate the request within five (5) working days from receipt of such endorsement. | 12.6.3. After payment of the processing fee, SWEMD shall evaluate the request within five (5) ~~working~~ days. In case the evaluation of the SWEMD shows that: (a) there are additional costs to be incurred that should warrant another financial evaluation; (b) there are any legal concerns regarding the solar power project; and/or (c) there is a need of re-plotting the Contract Area, SWEMD, through the EVOSS System, shall endorse the request to FS, LS and/or ITMS which shall conduct simultaneous financial and legal evaluations, and/or area verification within five (5) days. |  |  |
| * + 1. Within two (2) working days from completion of the evaluation, the concerned REMB Division, through the REMB Director, shall provide the REMB Supervising Assistant Secretary and Undersecretary its recommendation on the request and the complete basis thereof. | 12.6.4. SWEMD shall consolidate all the evaluation results and recommend the same to the REMB Director for further action, and if the Solar Energy Developer passes the evaluation, endorse the Memorandum to the Undersecretary and Approval Letter / Revised COR through LS within two (2) days. |  |  |
| * + 1. The REMB Supervising Assistant Secretary and Undersecretary shall, within three (3) working days from receipt of such recommendation, issue a memorandum that shall contain the highlights of the evaluation and a recommendation to the DOE Secretary for approval. | 12.6.5. The Supervising Assistant Secretary and Undersecretary shall act on the recommendation and endorse the same to the DOE Secretary for approval within four (4) days. |  |  |
| * 1. *Revision of the Work Program.* – Subject to terms and conditions stipulated in the RE Contract, the RE Developer may request for revision of its Work Program with justification on such revision and shall be processed in accordance with the following: | 12.7. **Revision of the Work Program**. The Work Program Subject to terms and conditions stipulated in the SEOC/SESC, the Solar Energy Developer may request for revision of its Work Program with justification on such revision; Provided, that such revision shall not extend the Pre-Development Stage. |  |  |
|  | 12.8. **Evaluation of Requests for Revision of the Work Program.** The Hydropower Developer shall submit through the EVOSS System the complete set of documentary requirements for the request for revision of the Work Program, which shall be processed as follows: |  |  |
| * + 1. Upon receipt of the request, the RMD shall attach a RFID tag thereon, encode the request under the EAMS and forward the same to the REMB Director. | *Delete* |  |  |
| * + 1. Within one (1) working day from receipt of the request for the revision of Work Program, the REMB Director shall forward the documents to the concerned REMB Division for evaluation. | 12.8.1. HOEMD shall check the completeness and consistency of the submission within three (3) days. |  |  |
|  | 12.8.2. If the submission is complete, HOEMD, LS and FS shall conduct simultaneous technical, legal (if necessary), and financial (for Pre-Development Stage only) evaluations within five (5) days. |  |  |
| * + 1. The concerned REMB Division shall evaluate the request within five (5) working days. In case the evaluation of the concerned REMB Division shows: a) that there are additional costs to be incurred that should require another financial evaluation, or b) if there are new legal issues brought about by such revision, it shall endorse the request to the FS and/or LS which shall evaluate the request within five (5) working days from receipt of such endorsement. | 12.8.3. HOEMD shall consolidate all the evaluation results and recommend the same to the REMB Director for further action and if the Hydropower Developer passes the evaluation, endorse the Memorandum to the Undersecretary and Approval Letter, through LS, within two (2) days. HOEMD, through the REMB Director, shall provide the Supervising Assistant Secretary with its recommendation on the request and the complete basis thereof. |  |  |
| * + 1. Within two (2) working days from completion of the evaluation, the concerned REMB Division, through the REMB Director, shall provide the REMB Supervising Assistant Secretary its recommendation on the request and the complete basis thereof. | 12.8.4. The Supervising Assistant Secretary shall act on the recommendation and endorse the same to the Undersecretary for approval within two (2) days. |  |  |
| * + 1. The REMB Supervising Assistant Secretary shall, within three (3) working days from receipt of a memorandum containing the highlights of the evaluation and a recommendation, endorse the same to the REMB Supervising Undersecretary for approval. | 12.8.5. HOEMD, through the EVOSS System, shall notify the Hydropower Developer of the approval and upload a copy of the letter approving the revised work program. |  |  |
| * 1. The concerned REMB Division shall immediately provide to the TSMD, ITMS, and DOE-Investment Promotion Office (IPO) the status of RE Contract/COR for timely update of database. | 12.8.6. The HOEMD shall immediately provide to the TSMD, ITMS, and DOE-Investment Promotion Office (IPO) the status of HSC and/or COR for timely update of database. |  |  |
|  | 12.9. The changes to the Work Program necessitated by Force Majeure that extends the Pre-Development Stage shall be treated as an amendment of the HSC and shall be approved in accordance with Section 15.7.3. |  |  |
| **Section 28. Assignment of RE Contracts** | **Section 13. Assignment of Solar Energy Operating/ Service Contract.** |  |  |
| * 1. All assignments of RE Contracts shall be subject to prior written approval of the Department. | 13.1. All assignments of SEOC/SESC shall be subject to prior written approval of the DOE. |  |  |
| * 1. The RE Developer may assign part or all of its rights and/or obligations under the RE Contract to its Affiliate or any third party, subject to Section 28.1, and in accordance with the following: | 13.2. The Solar Energy Developer may assign ~~part or~~ all of its rights and obligations under the SEOC/SESC to its Affiliate or any third party, subject to Section 13.1 of this Chapter, and in accordance with the following: |  |  |
| * + 1. The RE Developer shall submit to the Department copies of the written document which unequivocally shows the agreement of the parties thereat to the assignment of the RE Contract; and | 13.2.1. The Solar Energy Developer shall submit to the DOE copies of the written document which unequivocally shows the agreement of the parties thereat to the assignment of the SEOC/SESC; |  |  |
| * + 1. In the case of a partial assignment, the RE Developer shall guarantee in writing to the Department the performance of the assigned obligations. | 13.2.2. ~~In the case of a partial assignment,~~ The Solar Energy Developer shall guarantee in writing to the DOE the performance of the assigned rights and obligations; and |  |  |
|  | 13.2.3. The assignee shall be substituted for the Solar Energy Developer in the performance bond posted in accordance with Section 15.1 of this Chapter. |  |  |
| * 1. An assignment of the RE Contract, whether full or partial, to a non-Affiliate, may be allowed only once during: a) the entire period of the Pre-Development Stage of the RE Service Contract; or b) the entire term of the RE Operating Contract. An assignment shall not be allowed to a non-Affiliate during the first two (2) years of the RE Contract from its effectivity. | 13.2.4. An assignment of the SEOC/SESC to a non-Affiliate, may be allowed only once during: a) the entire period of the Pre-Development Stage of the SESC; or b) the entire term of the RE Operating Contract. An assignment shall not be allowed to a non-Affiliate during the first two (2) years of the SEOC/SESC from its effectivity. |  |  |
|  | 13.3. **Evaluation of Requests for Assignment of Solar Energy Operating/Service Contract**. The Solar Energy Developer shall submit through the EVOSS System the complete set of documentary requirements for the request for assignment of SEOC/SESC, which shall be processed as follows: |  |  |
|  | 13.3.1. SWEMD shall check the completeness and consistency of the submission within three (3) working days*.* |  |  |
|  | 13.3.2. If the submission is complete, SWEMD shall upload a copy of the order of payment to pay for the application and processing fees. The EVOSS System shall notify the Solar Energy Developer through a system generated email to pay the fees within five (5) days. |  |  |
|  | 13.3.3. After payment of the processing fee, SWEMD, LS and FS shall conduct simultaneous technical, legal, and financial evaluations within seven (7) days. |  |  |
|  | 13.3.4. SWEMD shall consolidate all the evaluation results and endorse, through REMB Director, the recommendation for approval of LS within two (2) days. |  |  |
|  | 13.3.5. The Supervising Assistant Secretary and Undersecretary shall act on the recommendation and endorse the same to the DOE Secretary for approval within four (4) days. |  |  |
|  | **Section 14. Investments.** |  |  |
|  | 14.1. **New Investments.** Solar Energy Developers undertaking discovery, exploration, development and/or utilization of new solar energy resources or the development of new generation facilities within the Contract Area distinct from the originally registered solar power project under commercial stage ~~operations~~ may qualify as new projects, subject to setting up of new separate books of accounts. The Solar Energy Developer may, upon its discretion, relinquish the Contract Area and apply for a new SEOC over the area of new investment, subject to constitutional term limits. |  |  |
|  | 14.2. **Additional Investments.** Additional investment may cover investment for improvements, modernization, rehabilitation, or expansion duly registered with the DOE, which may or may not result in increased capacity, subject to the conditions to be determined by the DOE, such as**,** but not limited to**,** the following:  (a) Identification of and investment in sequential phases/stages of production, or undertaking scheduled modernization or rehabilitation of the solar power plant; and  (b) Improvements to the solar power facilities such as reduced production/operational costs, increased production, improved operational efficiency, and better ­reliability of the solar power project.  If, by reason of the additional investment, the capacity of the solar power project will be increased by at least thirty percent (30%), the Solar Energy Developer shall have the option to pre-terminate its existing contract and enter into a new SEOC, subject to constitutional term limits. Upon the award of the new HSC, the incentives under the RE Act shall be reset.  If the additional investment will not increase the capacity of the solar power project by thirty percent (30%), the Solar Energy Developer shall only be entitled to such incentives as may be warranted under the RE Act. |  |  |
|  | **Section 15. Administration of Land-based Solar Energy Operating/Service Contracts** |  |  |
| **Section 25. Posting of a Performance Bond.** The RE Developer shall post a bond or any other guarantee of sufficient amount, but not less than the minimum expenditures commitment for the first Contract Year, which shall be a condition precedent for the effectivity of the RE Contract. A valid and subsisting performance bond is required to be maintained annually until the pre-construction phase of the RE Project. | 15.1. **Posting of a Performance Bond.** The Solar Energy Developer shall post a bond or any other guarantee of sufficient amount, but not less than the minimum expenditures commitment for the first contract year, which shall be a condition precedent for the effectivity of the SEOC/SESC. A valid and subsisting performance bond is required to be maintained annually until the pre-construction phase of the solar power project. |  |  |
| **Section 26. Updating of RE Projects Data to the EVOSS and DOE Website.** The following shall govern the posting and updating of RE Contracts awarded and pending RE Applications on the DOE website. | 15.2. **Updating of Solar Power Projects Data to the EVOSS System and DOE Website.** The following shall govern the posting and updating of SEOC/SESC awarded and pending SEOC/SESC Applications on the DOE website. |  |  |
| * 1. The REMB-Technical Service Management Division (TSMD), in coordination with the relevant REMB Divisions, shall collate and update the list of RE Contracts awarded and RE Applications filed and under evaluation on a quarterly basis. Upon full operation of the EVOSS, updating of data shall be in accordance with the periods provided in the system. | 15.2.1. The REMB-Technical Service Management Division (TSMD), in coordination with SWEMD, shall collate and update the list of SEOC/SESC awarded and SEOC Applications filed and under evaluation on a quarterly basis. Upon full operation of the EVOSS System, updating of data shall be in accordance with the periods provided in the system. |  |  |
| * 1. All concerned DOE units shall provide updates to the EVOSS and DOE websites. | 15.2.2. All concerned DOE units shall provide updates to the EVOSS System and DOE websites. |  |  |
| * 1. All RE Developers shall be required to register with the EVOSS for regular updating of their respective RE Projects. | 15.2.3. All Solar Energy Developers shall be required to register with the EVOSS System for regular updating of their respective solar power projects. |  |  |
| **Section 29. Procedures for the Transition from Pre-Development to Development Stage.** | 15.3. **Procedure for the Transition from Pre-Development to Development of the Solar Energy Service Contract.** |  |  |
| * 1. The RE Developer shall submit to the concerned REMB Division the DOC with documentary requirements specified in Annex L of this Circular prior to the expiration of the Pre-Development Stage. The concerned REMB Division shall determine the completeness of the submission. | 15.3.1. The Solar Energy Developer shall submit through the EVOSS System the complete documentary requirements specified in Annex L of this Circular prior to the expiration of the Pre-Development Stage. The SWEMD shall determine the completeness and consistency of the submission within three working (3) days. |  |  |
| * 1. Once the submission is deemed complete, the RE Developer shall submit the DOC to the RMD and the latter shall encode the submission in the EAMS and EVOSS. | 15.3.2. If the submission is complete, the SWEMD, ITMS and LS shall conduct the evaluations and upload the evaluation results through the EVOSS System within seven (7) days. |  |  |
|  | 15.3.3. The SWEMD shall consolidate the evaluation results and endorse, through REMB Director, the recommendation for approval of LS within two (2) days. |  |  |
|  | 15.3.4. The Supervising Assistant Secretary and Undersecretary shall act on the recommendation and endorse the same to the DOE Secretary for approval within four (4) days. |  |  |
|  | 15.3.5. The SWEMD, through the EVOSS System, shall upload the signed letter and COCOC and notify the Solar Energy Developer to pick-up the said documents. |  |  |
| * 1. Failure by the RE Developer to submit its DOC within the Pre-Development Stage shall be a cause for the termination of its RE Contract. The acknowledgment of receipt of the DOC by the DOE shall suspend the period for the Pre-Development Stage. | *Delete (transferred to 15.3.7)* |  |  |
| * 1. Within twenty (20) working days from receipt of the DOC, the DOE shall either:      1. Issue the COCOC, if the results of the evaluation of the DOC are satisfactory, which shall likewise be considered the transition of the RE Contract from Pre-Development Stage to Development/ Commercial Stage; or      2. Issue a written notice to the RE Developer indicating that it has the remainder of the Pre-Development Stage to correct any deficiencies and/or satisfy the requirements for issuance of the COCOC, if the results of the evaluation of the DOC are unsatisfactory. Said written notice shall be signed by the REMB Director. | 15.3.6. Within thirty-one (31) ~~working~~ days from receipt of the DOC, the DOE shall either:  15.3.6.1. Issue the COCOC, if the results of the evaluation of the DOC are satisfactory, which shall likewise be considered the transition of the SESC from Pre-Development Stage to Development/ Commercial Stage; or  15.3.6.2. Issue a written notice to the Solar Energy Developer indicating that it has the remainder of the Pre-Development Stage to correct any deficiencies and/or satisfy the requirements for issuance of the COCOC, if the results of the evaluation of the DOC are unsatisfactory. Said written notice shall be signed by the REMB Director. |  |  |
| * 1. The failure of the RE Developer to correct any deficiencies or otherwise satisfy the requirements for issuance of the COCOC before the expiration of its Pre-Development Stage shall be a cause for the termination of its RE Contract. | 15.3.7. The failure of the Solar Energy Developer to correct any deficiencies or otherwise satisfy the requirements for issuance of the COCOC before the expiration of its Pre-Development Stage shall be a cause for the termination of its SESC. |  |  |
| **Section 30. Conversion to the New RE Contract Template.** Holders of contracts/agreements prior to the effectivity of this Circular may apply for conversion to the new RE Contract templates provided in Annexes A to F hereof, and are subject to the conditions and procedures hereinbelow provided. | 15.4. **Conversion to the New Solar Energy Operating Contract Template.** Holders of contracts/agreements prior to the effectivity of this Circular may apply for conversion to the new SEOC templates provided in Annex D hereof and are subject to the conditions and procedures hereinbelow provided. |  |  |
| * 1. *Requirements for Conversion to New RE Contract Template*. – Contractors/RE Developers may apply for conversion to the new RE Contract templates subject to the following conditions: | 15.4.1. **Requirements for Conversion to New Solar Energy Operating Contract Template.** ~~Contractors~~/Solar Energy Developers may apply for conversion to the new SEOC templates subject to the following conditions: |  |  |
| * + 1. Contractors/RE Developers must be fully compliant with the terms of the approved Work Program/Work Plan and the material terms and conditions of the contract/agreement for the past six (6) months prior to the date of filing its application for conversion. For RE Developers with RE Contracts executed less than six (6) months from date of application for conversion, the evaluation of their compliance of the commitments under the approved Work Program and of the material terms and conditions of the RE Contract shall be the basis of their performance. | 15.4.1.1. ~~Contractors~~/Solar Energy Developers must be fully compliant with the terms of the approved Work Program/Work Plan and the material terms and conditions of the contract/agreement for the past six (6) months prior to the date of filing its application for conversion. For Solar Energy Developers with SEOC executed less than six (6) months from date of application for conversion, the evaluation of their compliance of the commitments under the approved Work Program and of the material terms and conditions of the SEOC shall be the basis of their performance. |  |  |
| * + 1. Submission of a letter of application for conversion with the following documentary requirements:        1. Work Program covering the first five (5) years of the remaining term of the old contract/agreement, reckoned from the date of its execution.        2. Revised Contract Area following the mapping requirements provided in Annex J hereof. In the case of biomass and solar development, the revised Contract Area is its Production Area only. Any remaining portion of the original Contract Area shall be deemed relinquished. | 15.4.1.2. Submission of a letter of application for conversion with the following documentary requirements:  (a) Work Program covering the first five (5) years of the remaining term of the old contract/agreement, reckoned from the date of its execution.  (b) Revised Contract Area following the mapping requirements provided in Annex J hereof. ~~In the case of biomass and solar development, the revised Contract Area is its Production Area only.~~ Any remaining portion of the original Contract Area shall be deemed relinquished. |  |  |
| * + 1. The conversion of RE Contracts awarded under the RE Act but prior to the effectivity of this Circular shall be limited to those covering RE projects which are under pre-commissioning/commercial operation phase. | 15.4.1.3. The conversion of SESC awarded under the RE Act but prior to the effectivity of this Circular shall be limited to those covering solar power projects which are under pre-commissioning/commercial operation phase. |  |  |
| * 1. *Procedures for Application*. – Applications for conversion to the new RE Contract template shall be processed based on the following procedures: | 15.4.2. **Procedures for Application.** Applications for conversion to the new SEOC template shall be processed based on the following procedures: |  |  |
| * + 1. The application letter shall be addressed to the REMB Director and filed with the RMD, along with all the other documentary requirements. | *Delete* |  |  |
| * + 1. Within one (1) working day from receipt of the application documents, the RMD shall transmit the application to the REMB Director. Any incomplete documentary requirements in the application for RE Contract conversion may be rectified by the applicant within five (5) working days from receipt of such notice. Upon receipt of supplemental documents or clarification, the application shall be processed following the procedures in Section 30.2. | 15.4.2.1. The Solar Energy Developer shall submit through the EVOSS System the complete documents, and the SWEMD shall check the completeness and consistency of the submission within three (3) working days. |  |  |
| * + 1. The concerned REMB Division shall evaluate the application based on performance of the contractor/RE Developer of its contractual obligations under the old contract/agreement and its application documents within ten (10) working days from receipt thereof. | 15.4.2.2. The SWEMD and LS shall conduct technical and legal (if required) evaluation based on performance of the ~~contractor~~ Solar Energy Developer of its contractual obligations under the old contract/agreement and its application documents within five (5) days. |  |  |
| * + 1. The REMB shall then endorse the mapping requirements to the ITMS who shall produce/print the map of the Production Area within five (5) working days from receipt of the endorsement. | 15.4.2.3. The SWEMD shall then endorse the mapping requirements to the ITMS who shall produce/print the map of the Production Area within three (3) days. |  |  |
| * + 1. Qualified applications shall be endorsed by the REMB to its Supervising Undersecretary, through its Supervising Assistant Secretary, for concurrence. The REMB Supervising Undersecretary shall act on the applications so endorsed within three (3) working days from receipt thereof. | 15.4.2.4. Qualified applications shall be endorsed by the SWEMD to the Supervising Assistant Secretary and Undersecretary, which shall be acted upon within four (4) days. |  |  |
| * + 1. Upon the concurrence of the Undersecretary, the REMB shall notify the RE Developer of such fact and require the pre-signing of the RE Contract. | 15.4.2.5. Upon the concurrence of the Assistant and Undersecretary, the SWEMD shall notify the Solar Energy Developer of such fact and require the pre-signing of the SEOC within two (2) days. |  |  |
| * + 1. Within one (1) working day from the RE Contract pre-signing, the REMB shall endorse the pre-signed RE Contract along with the evaluation results to the DOE Secretary for approval, through the REMB Supervising Undersecretary and Assistant Secretary. The DOE Secretary shall act on the documents within five (5) working days from receipt thereof. | 15.4.2.6. Within one (1) day from the SEOC pre-signing, the REMB shall endorse the pre-signed SEOC along with the evaluation results to the DOE Secretary for approval. The DOE Secretary shall act on the documents within seven (7) days from receipt thereof. |  |  |
| * + 1. Upon signing of the RE Contract by the DOE Secretary, the REMB shall notify the RE Developer to pick up its copy of the RE Contract. | 15.4.2.7. The SWEMD, through the EVOSS System, shall upload the copy of the New SEOC and notify the Solar Energy Developer to pick-up a copy of said document. |  |  |
|  | 15.5. **Abandonment.** The Abandonment and Termination Plan shall beprepared by the Solar Energy Developer and submitted as a requirement for issuance of a COCOC and approved by the Department of Environment and Natural Resources (DENR) and the DOE for the decommissioning, abandonment and surface restoration or rehabilitation of the Contract Area. Such abandonment work plan may be amended, supplemented or modified by the Solar Energy Developer, the DOE, and the DENR from time to time. |  |  |
|  | 15.6. **Performance Review and Audit.** |  |  |
|  | 15.6.1. The DOE shall conduct regular performance review of the Solar Energy Developers and recommend appropriate actions therefor.  15.6.2. The DOE shall have the right to inspect the Solar Energy Developers books and accounts directly relating to the SEOC/SESC for any calendar or fiscal year sixty (60) months following the end of each calendar or fiscal year. Any such audit shall be completed within one (1) year from its commencement. Any exceptions must be made to the Solar Energy Developer in writing within ninety (90) days following the completion of such audit. If the DOE fails to give such written exception within such time, then the Solar Energy Developer's books of accounts and statements for such calendar or fiscal year shall be established as correct and final for all purpose. |  |  |
|  | 15.6.3. The DOE, upon at least fifteen (15) days advance written notice to the Solar Energy Developer, is entitled to access, during reasonable hours without affecting solar power project/plant operations, all books of accounts and records and may inspect such sites and facilities as necessary. |  |  |
|  | 15.6.4. If the DOE notifies the Solar Energy Developer of an exception to the Solar Energy Developer's books of accounts within the period specified in Section 15.6.2 of this Chapter, the Solar Energy Developer shall within ninety (90) days from receipt of written exception from the DOE, question its validity, otherwise, the same shall become final and binding on the Solar Energy Developer. If the DOE and the Solar Energy Developer are not able to agree on the exceptions or adjustments after ninety (90) days from the date of receipt of the Solar Energy Developer's response to the DOE's exception report, they shall resolve the dispute in accordance with the SEOC. |  |  |
|  | 15.7. **Suspension of Obligations under the Solar Energy Operating/Service Contract.** In case the default of the Solar Energy Developer is attributable to Force Majeure, the obligation of the Solar Energy Developer may be suspended for a period of six (6) months or until the Force Majeure event ceases to exist, whichever comes earlier, subject to the following conditions: |  |  |
|  | 15.7.1. The Hydropower Developer shall file a notice of Force Majeure to the SWEMD within fifteen (15) days from its existence along with proof that:  15.7.1.1. The Force Majeure exists;  15.7.1.2. The event/s occurred independent of the will of the Solar Energy Developer;  15.7.1.3. The event/s rendered it impossible for the Solar Energy Developer to fulfill its obligations in a normal manner;  15.7.1.4. The Solar Energy Developer is free of participation in, or aggravation of, the injury to the DOE. |  |  |
|  | 15.7.2. After due validation which shall be made within twenty (20) days from receipt of such notice, the REMB Director shall issue an approval of suspension of contractual obligation/s affected by Force Majeure; Provided, that if the suspension of the obligations will extend the Pre-Development Stage, the REMB Director shall endorse the approval to the DOE Secretary. |  |  |
|  | 15.7.3. Within ten (10) days from receipt of the notice of approval, the Solar Energy Developer shall submit a new Work Program to be acted upon by the Supervising Assistant Secretary and thereafter endorsed to the Undersecretary for approval. |  |  |
|  | 15.7.4. The Solar Energy Developer shall continue to post the performance bond, if necessary, observe administrative requirements and comply with reportorial obligations on its work commitments not affected by Force Majeure. |  |  |
|  | 15.7.5. Once the Force Majeure has ceased, the Solar Energy Developer shall notify the SWEMD within five (5) days from cessation together with the revised Work Program covering the remaining contract term. |  |  |
|  | 15.7.6. Any failure or delay on the part of the Solar Energy Developer or the DOE in the performance of its obligations or duties under the SEOC shall be excused to the extent attributable to Force Majeure. |  |  |
|  | 15.7.7. If the solar power project/plant operations are curtailed or prevented by such causes, then the time for enjoying the rights and carrying out the obligations thereby affected, and all rights and obligations hereunder shall be extended for a period equal to the period of delay, curtailment or prevention; Provided, however, that the suspension of obligation shall in no way extend the term of the contract; Provided, further, that if operations are delayed, curtailed or prevented by Force Majeure for a continuous period of six (6) months, the Solar Energy Developer may, at its option (a) terminate the SEOC/SESC, or (b) request for the suspension of the SEOC/SESC in accordance with Section 15.8 of this Chapter, subject to confirmation of the DOE. |  |  |
|  | 15.7.8. The party whose ability to perform its obligations under the SEOC/SESC is so affected shall notify the other party thereof in writing stating the cause and such affected party shall do all reasonably within its power to remove such cause. |  |  |
|  | ~~15.8.~~ **~~Suspension of the Hydropower Service Contract.~~** ~~In case the hydropower operations are delayed, curtailed or prevented by Force Majeure for a continuous period of six (6) months, the efficacy of the HSC may be suspended for a maximum period of three (3) years or until the Force Majeure event ceases to exist, whichever comes earlier. The period of such suspension shall not be counted against the constitutional term limits.~~  ~~The Hydropower Developer and the DOE shall comply with the following conditions:~~ |  |  |
|  | ~~15.8.1. Upon strict compliance with the conditions under Section 15.7 of this Chapter, the Hydropower Developer may file a request for suspension of the HSC with the HOEMD within fifteen (15) days following the last day of the said six (6)-month period.~~ |  |  |
|  | ~~15.8.2. The HOEMD shall endorse the request to REMB. For a period of ninety (90) days from receipt of endorsement, REMB shall exert best efforts to enable the Hydropower Developer to resume hydropower operations.~~ |  |  |
|  | ~~15.8.3. If, despite such efforts, the Force Majeure persists and the hydropower operations cannot resume, the DOE shall approve the request for suspension of the HSC. Notice of suspension shall be given to the Hydropower Developer within fifteen (15) days following the last day of the ninety (90)-day period.~~ |  |  |
|  | ~~15.8.4. Within ten (10) days from receipt of notice of suspension, the Hydropower Developer shall submit a sworn undertaking to notify the DOE and submit proof that the Force Majeure has ceased. Failure to give notice within ten (10) days from cessation shall be deemed a relinquishment of the HSC.~~ |  |  |
|  | ~~15.8.5. If the Hydropower Developer intends to resume operations, it shall submit to HOEMD a request to resume hydropower operations together with the notice abovementioned.~~ |  |  |
|  | ~~15.8.6. After due evaluation and if warranted, HOEMD shall endorse the approval of the request to the REMB Director, who may endorse the same to the DOE Secretary for approval.~~ |  |  |
|  | ~~15.8.7. The Hydropower Developer may only avail of the above suspension of HSC once during its term.~~ |  |  |
| **Section 31. Termination of RE Contracts.** The DOE shall have the power to terminate RE Contracts, after due notice to the RE Developer. | **Section 16. Termination of Solar Energy Operating/Service Contracts.** The DOE shall have the power to terminate SEOC/SESC, after due notice to the Solar Energy Developer. |  |  |
| * 1. *Evaluation Process for RE Contract Termination. –* The concerned REMB Division shall recommend the termination of the RE Contract within the following timelines: | 16.1. **Evaluation Process for Solar Energy Operating/Service Contract Termination.** The SWEMD shall recommend the termination of the SEOC/SESC within the following timelines: |  |  |
| * + 1. Five (5) working days from the lapse of the Pre-Development Stage of the RE Contract where the RE Developer failed to submit its DOC; | 16.1.1. Five (5) ~~working~~ days from the lapse of the Pre-Development Stage of the SESC where the Hydropower Developer failed to submit its DOC; |  |  |
| * + 1. Three (3) working days from the voluntary relinquishment of the RE Developer of the RE Contract; | 16.1.2. Three (3) ~~working~~ days from the voluntary relinquishment of the Solar Energy Developer of the SEOC/SESC; |  |  |
| * + 1. Prior to the pre-construction phase of the RE Contract, upon the discovery that the RE Developer failed to maintain the required performance bond; or | 16.1.3. Prior to the pre-construction phase of the SEOC/SESC, upon the discovery that the Hydropower Developer failed to maintain the required performance bond; or |  |  |
| * + 1. At any stage of the RE Contract, upon findings of any of the grounds for RE Contract termination as stipulated therein.   The failure of the DOE to adhere to the periods provided above shall not be construed as a waiver of its power to evaluate and recommend the termination of RE Contracts at a later time. | 16.1.4. At any stage of the SEOC/SESC, upon findings of any of the grounds for SESC/SEOC termination as stipulated therein.  The failure of the DOE to adhere to the periods provided above shall not be construed as a waiver of its power to evaluate and recommend the termination of SEOC/SESC at a later time. |  |  |
| * 1. With respect to Sections 31.1.1 and 31.1.4 above, the concerned REMB Division shall prepare a letter, signed by the REMB Director, requiring the RE Developer to explain in writing why its RE Contract should not be terminated. The RE Developer shall be given a non-extendible period of thirty (30) calendar days to submit its explanation, which shall be accompanied by supporting documents.   No later than twenty working (20) days from its receipt of the RE Developer’s written explanation, the concerned REMB Division shall submit its findings and recommendation to the REMB Director. | 16.2. With respect to Sections 16.1.1 and 16.1.4 of this Chapter, the SWEMD shall prepare a letter, signed by the REMB Director, requiring the Solar Energy Developer to explain in writing why its SEOC/SESC should not be terminated. The Solar Energy Developer shall be given a non-extendible period of thirty (30) ~~calendar~~ days to submit its explanation, which shall be accompanied by supporting documents. |  |  |
|  | 16.3. No later than twenty (20) ~~working~~ days from its receipt of the Solar Energy Developer’s written explanation, the SWEMD shall submit its findings and recommendation to the REMB Director. |  |  |
| * 1. Within three (3) working days from receipt of the findings and/or recommendation, the REMB Director shall act upon the same and recommend a course of action to the DOE Secretary through its Supervising Assistant Secretary and Undersecretary. | 16.4. Within three (3) ~~working~~ days from receipt of the findings and/or recommendation, the REMB Director shall act upon the same and recommend a course of action to the DOE Secretary, through its Supervising Assistant Secretary and Undersecretary. |  |  |
| * 1. In case the DOE Secretary approves the REMB Director’s recommendation, the RE Developer shall be notified in writing of the termination of its RE Contract. The concerned REMB Division shall inform the TSMD, ITMS, and IPO of such fact. | 16.5. In case the DOE Secretary approves the REMB Director’s recommendation, the Solar Energy Developer shall be notified in writing of the termination of its SEOC/SESC. The SWEMD shall inform the TSMD, ITMS, and IPO of such fact. |  |  |
| * 1. Subject to the conditions under Section 31 hereof, areas covered by terminated RE Contracts shall be declared by the DOE open for development, specifying the mode of awarding of the RE Contract; which, if the area is determined as a PDA, RE Contract applications shall be through OCSP as provided herein. Otherwise, the area shall be available to all interested parties for RE resource development under Direct Application, and only on a first- come first-served basis. | 16.6. Subject to the conditions under this Section, areas covered by terminated SEOC/SESC shall be declared by the DOE open for development, specifying the mode of awarding of the SEOC, which, if the area is determined as within a RE Zone or a PDA, SEOC Applications shall be through REZA or OCSP, respectively, as provided herein. Otherwise, the area shall be available to all interested parties for solar power project ~~resource~~ development under Direct Application, and only on a first- come first-served basis. |  |  |
| **Section 32. Request for Reconsideration.** An RE Developer whose RE Contract was terminated may request for the reconsideration of the same. The request shall be made in writing, addressed to the REMB Director, and filed within ten (10) working days from the RE Developer’s receipt of the notice of termination. The REMB Director shall evaluate the merits of the request for reconsideration and endorse such recommendations to the DOE Secretary, through the REMB Supervising Assistant Secretary and Undersecretary, following the process provided under Section 31 hereof. | **Section 17. Request for Reconsideration.** A Solar Energy Developer whose SEOC/SESC was terminated may request for the reconsideration of the same. The request shall be made in writing, addressed to the REMB Director, and filed within ten (10) ~~working~~ days from the Solar Energy Developer’s receipt of the notice of termination. The REMB Director shall evaluate the merits of the request for reconsideration and endorse such recommendations to the DOE Secretary, through the REMB Supervising Assistant Secretary and Undersecretary~~, following the process provided under Section 31 hereof~~. |  |  |
|  | 17.1. **Procedures for Processing of Request for Reconsideration.** Request for reconsideration shall be processed based on the following procedures: |  |  |
|  | 17.1.1. The Solar Energy Developer shall submit through the EVOSS System the complete documents, and the SWEMD shall check the completeness and consistency of the submission within three (3) days. |  |  |
|  | 17.1.2. The SWEMD, LS, FS, ITMS shall conduct simultaneous technical, legal, financial evaluations and area verification within ten (10) days. |  |  |
|  | 17.1.3. The SWEMD shall consolidate all the evaluation results and endorse, through the REMB Director, the recommendation for approval of LS within three (3) days. |  |  |
|  | 17.1.4. Qualified applications shall be endorsed by the REMB to the Supervising Assistant Secretary and Undersecretary, which shall be acted upon within six (6) days. |  |  |
|  | 17.1.5. Upon the concurrence of the Assistant and Undersecretary, the SWEMD shall endorse the recommendation to the DOE Secretary. The DOE Secretary shall act on the documents within five (5) days from receipt thereof. |  |  |
|  | 17.1.6. The SWEMD, through the EVOSS System, shall upload a copy of the letter approving or denying the request for reconsideration and notify the Solar Energy Developer to pick-up a copy of said document. |  |  |
|  | **CHAPTER VII – WIND ENERGY RESOURCE** |  |  |
| **Section 12. Wind Energy Resource.** The development of wind energy resources shall be covered by Wind Energy Service Contract (WESC) following the prescribed template (Annex F). |  |  |  |
| * 1. The RE Developer shall be given a period of five (5) years from the date of effectivity of the WESC to determine the existence of wind energy resource in Commercial Quantities. |  |  |  |
| * 1. The WESC shall have a term of twenty-five (25) years, which shall include the Pre-Development Stage, from the date of its effectivity. The Development/Commercial Stage shall subsist for the remainder of the twenty- five (25)-year period of the WESC term in accordance with the timeline set in the approved Work Program. The WESC may be renewed for another twenty- five (25) years, subject to terms and conditions provided therein. |  |  |  |
| CHAPTER IV – PROCEDURE FOR RE CONTRACTS UNDER OPEN AND COMPETITIVE SELECTION PROCESS | *Transferred under the different chapters per RE Resource* |  |  |
| **CHAPTER V – PROCEDURE FOR RE CONTRACTS UNDER DIRECT APPLICATION** | *Transferred under the different chapters per RE Resource* |  |  |
| **CHAPTER VI – AWARD OF RE CONTRACTS** | *Transferred under the different chapters per RE Resource* |  |  |
| **CHAPTER VII – TECHNICAL GUIDELINES** | *Transferred under the different chapters per RE Resource* |  |  |
| **CHAPTER VIII – ADMINISTRATION OF RE CONTRACTS** | *Transferred under the different chapters per RE Resource* |  |  |
|  |  |  |  |
| **CHAPTER IX – REGISTRATION OF RE PROJECTS FOR OWN-USE AND/OR NON- COMMERCIAL OPERATIONS** |  |  |  |
| ***Part 1. General Provisions*** |  |  |  |
| **Section 33. Certificate of Registration.** A Certificate of Registration is the proof of registration of the RE Developer with the DOE and is required to avail of the incentives under the RE Act. A RE Contract is required for the issuance of a COR except for RE Projects for Own-Use and/or Non-Commercial Operations. |  |  |  |
| ***Part 2. Procedures for Registration*** |  |  |  |
| **Section 34. Issuance of Certificate of Registration for RE Projects for Own-Use and/or for Non-Commercial Operations.** The COR shall be issued to the RE Developer only upon its complete submission of the requirements herein below provided, and only after the evaluation of the same by the REMB which shall recommend its approval to the DOE Secretary. |  |  |  |
| **Section 35**. **Documentary Requirements**. Any proponent intending to install, construct, and operate an RE Project under this Chapter shall strictly comply with the following: |  |  |  |
| * 1. *Technical Requirements.*      1. Application letter addressed to the REMB Director;      2. Project description detailing the technical design, financing structure, the target commissioning date, location of the Project and the RE Resource to be used; and      3. Proof of ownership of proposed project site. |  |  |
| * 1. *Legal Requirements. –* The same legal requirements in Checklist of Requirements in Annex I of this Circular shall be submitted.   To ensure the completeness of the application documents, the REMB may provide a venue to serve as the pre-filing conference/meeting/orientation among the concerned DOE units and the proponent, prior to submission of formal application to the RMD. |  |  |
| **Section 36. Pre-Qualification, Filing, and Processing of Application for Registration.** |  |  |  |
| * 1. *Pre-Qualification Process. –* The concerned REMB Division shall determine, on a pass or fail basis, whether the requirements for registration have been fully complied with and the proponent has submitted all the documents prescribed under Section 35 hereof. Thereafter, the concerned REMB Division shall issue an order of payment for application and processing fees.   No order of payment shall be issued unless all the documentary requirements have been complied with and submitted by the proponent. |  |  |  |
| * 1. *Payment of Application and Processing Fees. –* After determining the completeness of documents, the proponent shall be advised to pay the prescribed application fee for each application. No application shall be accepted without the payment of the application and processing fees. |  |  |  |
| * 1. *Receipt of the Application. –* The Application shall consist of three (3) sets of documentary requirements for registration found in Section 34 hereof and shall be submitted to the REMB, through the RMD. ~~Thereafter, the RMD shall attach an RFID tag thereon and encode the application in the EAMS.~~ |  |  |  |
| * 1. *Processing Period. –* The application shall be processed within twenty (20) working days from the receipt of the complete documents and the payment of the application and processing fees. |  |  |
| **Section 37. Evaluation and Process for Issuance of COR.** |  |  |
| * 1. *Qualification Evaluation. –* After receipt of the Application and payment of fees, the Application is deemed filed and submitted for legal and technical evaluations: |  |  |
| * + 1. The LS shall complete its review and evaluation within three (3) working days from receipt of the endorsement of the Application by the concerned REMD Division.     2. The concerned REMB Division shall complete its technical evaluation within three (3) working days from receipt of the registration documents from the REMB Director. |  |  |
| In case additional documents are required to support the legal qualifications of the Application, the LS shall immediately notify the concerned REMB Division of the documents required.  The concerned REMB Division has two (2) working days from its receipt of the notice of the LS, to notify the Applicant of the additional documents required for the evaluation of its Application. Thereafter, the Applicant shall be given five (5) days to submit the documents required.  If the Application is deemed legally and technically qualified, the Application shall be submitted for final processing by the concerned REMB Division for the issuance of a COR. |  |  |
| * 1. *Request for Reconsideration. –* In case any Application is deemed not legally, technically or financially qualified, the REMB Assistant Secretary shall, within two (2) working days from receipt of the full evaluation result from the concerned REMB Division, issue a written notice to the Applicant of the decision on its Application. The notice to the Applicant shall indicate the basis of or reasons for the disqualification.   The Applicant, however, may request for reconsideration in writing, addressed to the REMB Supervising Undersecretary, within ten (10) working days from receipt of notice of disqualification.  The REMB Supervising Undersecretary shall resolve the request for reconsideration within five (5) working days from receipt of the same. |  |  |  |
| **Section 38**. **Validity of the Registration**. The COR shall have an initial validity period of five (5) years, renewable for the same period until the end-of-project life is reached or a maximum of twenty-five (25) years. |  |  |  |
| **Section 39**. **Terms and Conditions of the Registration**. Any RE Developer and its Project shall be issued a COR (Annex M) which shall contain the terms and conditions thereof. |  |  |  |
|  | **CHAPTER XIII – INCENTIVES** |  |  |
|  | **Section 1. Fiscal Incentives for Renewable Energy Projects and Activities.** DOE-certified existing and new RE Developers of RE facilities, including Hybrid Systems, in proportion to and to the extent of the RE component, for both Power and Non-Power Applications, shall be entitled to the following incentives under the RE Act:  **A. Income Tax Holiday (ITH)**  (1) **Period of Availment.** The duly registered RE Developer shall be fully exempt from income taxes levied by the Government for the period as follows:  (a) Existing RE Projects — seven (7) years from the start of Commercial Operations;  All RE Developers that acquire, operate and/or administer existing RE facilities that were or have been in Commercial Operation for more than seven (7) years, upon the effectivity of the RE Act, shall not be entitled to ITH, except for any additional investment.  (b) New investment in RE Resources — seven (7) years from the start of Commercial Operations resulting from new investments; and  (c) Additional investment in the RE Project — not more than three (3) times the period of the initial availment by the existing or new RE project or covering new or additional investments.  The maximum period within which an RE Developer may be entitled to an ITH shall be twenty-one (21) years, inclusive of the initial seven (7)-year ITH for its new and additional investments in a specific RE facility.  (2) **Entitlement for New and Additional Investments subject to prior approval by the DOE**  (a) New Investment. A fresh package of ITH from the start of commercial operations shall apply.  (b) Additional Investment. The ITH for additional investments in an existing RE project shall be applied only to the income attributable to the additional investment.  **B. Exemption from Duties on RE Machinery, Equipment, and Materials**  Within the first ten (10) years from the issuance of a COR to an RE Developer, the importation of machinery and equipment, and materials and parts thereof, including control and communication equipment, shall be exempt from tariff duties.  (1) **Conditions for Duty-Free Importation.** An RE Developer may import machinery and equipment, materials and parts thereof exempt from the payment of any and all tariff duties due thereon subject to the following conditions:  (a) The machinery and equipment are directly and actually needed and will be used exclusively in the RE facilities for the transformation of and delivery of energy to the point of use;  (b) The importation of materials and spare parts shall be restricted only to component materials and parts for the specific machinery and/or equipment authorized to be imported;  (c) The kind of capital machinery and equipment to be imported must be in accordance with the approved work and financial program of the RE facilities; and  (d) Such importation shall be covered by shipping documents in the name of the duly registered RE Developer/operator to whom the shipment will be directly delivered by customs authorities.  (2) **Sale or Disposition of Capital Equipment.** Any sale, transfer, assignment, donation, or other modes of disposition of originally imported capital equipment/machinery including materials and spare parts, brought into the RE facilities of the RE Developer which availed of duty-free importation within ten (10) years from date of importation shall require prior endorsement of the DOE. Such endorsement shall be granted only if any of the following conditions is present:  (a) If made to another RE Developer enjoying tax and duty exemption on imported capital equipment;  (b) If made to a non-RE Developer, upon payment of any taxes and duties due on the net book value of the capital equipment to be sold;  (c) Exportation of the used capital equipment, machinery, spare parts, or source documents or those required for RE development; and  (d) For reasons of proven technical obsolescence as may be determined by the DOE.  When the aforementioned sale, transfer, or disposition is made under any of the conditions provided for in the foregoing paragraphs after ten (10) years from the date of importation, the sale, transfer, or disposition shall require prior endorsement by the DOE and shall no longer be subject to the payment of taxes and duties.  **C. Special Realty Tax Rates on Equipment and Machinery**  Realty and other taxes on civil works, equipment, machinery, and other improvements by a registered RE Developer actually and exclusively used for RE facilities shall not exceed one and a half percent (1.5%) of their original cost less accumulated normal depreciation or net book value; Provided, that in the case of an integrated RE resource development and Generation Facility as provided under the RE Act, the real property tax shall be imposed only on the power plant.  “Original Cost” shall refer to (1) the tangible cost of construction of the power plant component, or of any improvement thereon, regardless of any subsequent transfer of ownership of such power plant; or (2) the assessed value prevailing at the time the RE Act took into effect or at the time of the completion of the power plant project after the effectivity of the RE Act, as the case may be, and in any case assessed at a maximum level of eighty percent (80%), whichever is lower.  "Net Book Value" shall refer to the amount determined by applying normal depreciation on the original cost based on the estimated useful life.  **D. Net Operating Loss Carry-Over (NOLCO)**  The NOLCO of the RE Developer during the first three (3) years from the start of commercial operation shall be carried over as a deduction from gross income for the next seven (7) consecutive taxable years immediately following the year of such loss, subject to the following conditions:  (a) The NOLCO had not been previously offset as a deduction from gross income; and  (b) The loss should be a result of the operation and not from the availment of incentives provided for in the RE Act.  **E. Corporate Tax Rate**  After availment of the ITH, all Registered RE Developers shall pay a corporate tax of ten percent (10%) on their net taxable income as defined in the National Internal Revenue Code (NIRC) of 1997, as amended; Provided, that the RE Developers shall pass on the savings to the end-users in the form of lower power rates.  All RE Developers that acquire, operate, and/or administer existing RE facilities that were or have been in commercial operation for more than seven (7) years, upon the effectivity of the RE Act, shall pay a corporate tax rate of ten percent (10%) on their net taxable income, upon registration with the DOE.  **F. Accelerated Depreciation**  If an RE project fails to receive an ITH before full operation, the RE Developer may apply for accelerated depreciation in its tax books and be taxed on the basis of the same.  If an RE Developer applies for accelerated depreciation, the project or its expansions shall no longer be eligible to avail of the ITH.  Plant, machinery and equipment that are reasonably needed and actually used for the exploration, development and utilization of RE Resources may be depreciated using a rate not exceeding twice the rate which would have been used had the annual allowance been computed in accordance with the rules and regulations prescribed by the Department of Finance (DOF) and the provisions of the NIRC of 1997, as amended. Any of the following methods of accelerated depreciation may be adopted:  (a) Declining balance method; and  (b) Sum-of-the years digit method.  **G. Zero Percent Value-Added Tax Rate**  The following transactions/activities shall be subject to zero percent (0%) value-added tax (VAT), pursuant to the NIRC of 1997, as amended:  (a) Sale of fuel from RE sources or power generated from renewable sources of energy such as, but not limited to, biomass, solar, wind, hydropower, geothermal, ocean energy, and other emerging energy sources using technologies such as fuel cells and hydrogen fuels;  (b) Purchase of local goods, properties and services needed for the development, construction, and installation of the plant facilities of RE Developers; and  (c) Whole process of exploration and development of RE sources up to its conversion into power, including, but not limited to, the services performed by subcontractors and/or contractors.  **H. Tax Exemption of Carbon Credits**  All proceeds from the sale of carbon emission credits shall be exempt from any and all taxes.  **I. Tax Credit on Domestic Capital Equipment and Services Related to the Installation of Equipment and Machinery**  A tax credit equivalent to one hundred percent (100%) of the value of the VAT and customs duties that would have been paid on the RE machinery, equipment, materials, and parts had these items been imported shall be given to a registered RE Developer who purchases machinery, equipment, materials, and parts from a domestic manufacturer, fabricator or supplier subject to the following conditions:  (a) That the said equipment, machinery, and spare parts are reasonably needed and shall be used exclusively by the Registered RE Developer in its registered activity;  (b) That the purchase of such equipment, machinery, and spare parts is made from an accredited or recognized domestic source, in which case, prior approval by the DOE should be obtained by the local manufacturer, fabricator, or supplier; and  (c) That the acquisition of such machinery, equipment, materials, and parts shall be made within the validity of the RE Service/Operating Contract.  Any sale, transfer, assignment, donation, or other mode of disposition of machinery, equipment, materials, and parts purchased from domestic source, if made within ten (10) years from the date of acquisition, shall require prior DOE approval. |  |  |
|  | **Section 2. Hybrid and Co-generation Systems.** The tax exemptions and/or incentives provided for in Section 13 and item D, Section 17 of the IRR of the RE Act shall be availed of by a registered RE Developer of hybrid and cogeneration systems utilizing both RE sources and conventional energy. However, the tax exemptions and incentives for hybrid and cogeneration systems shall apply only to the equipment, machinery, and/or devices utilizing RE Resources. |  |  |
|  | **Section 3. Incentives for RE Commercialization.** All manufacturers, fabricators, and suppliers of locally produced RE equipment and components shall be entitled to the privileges set forth below pursuant to the RE Act:  **A. Tax and Duty-free Importation of Components, Parts, and Materials**  All shipments necessary for the manufacture and/or fabrication of RE equipment and components shall be exempted from importation tariff and duties and value-added tax (VAT); Provided, that the said components, parts, and materials are:  (1) Not manufactured domestically in reasonable quantity and quality at competitive prices;  (2) Directly and actually needed and shall be used exclusively in the manufacture/fabrication of RE equipment; and  (3) Covered by shipping documents in the name of the duly registered manufacturer/fabricator to whom the shipment will be directly delivered by customs authorities.  Prior approval of the DOE shall be required before the importation of such components, parts, and materials.  **B. Tax Credit on Domestic Capital Components, Parts, and Materials**  A tax credit equivalent to one hundred percent (100%) of the amount of the value-added tax (VAT) and customs duties that would have been paid on the components, parts, and materials had these items been imported shall be given to an RE equipment manufacturer, fabricator, and supplier who purchases RE components, parts, and materials from a domestic manufacturer; Provided, that such components and parts are directly needed and shall be used exclusively by the RE manufacturer, fabricator, and supplier for the manufacture, fabrication and sale of the RE equipment; Provided, further, That prior approval by the DOE was obtained by the local manufacturer.  **C. Income Tax Holiday and Exemption**  For seven (7) years starting from the date of recognition/accreditation provided under Section 18 of the IRR of the RE Act, an RE manufacturer, fabricator, and supplier of RE equipment shall be fully exempt from income taxes levied by the National Government on net income derived only from the sale of RE equipment, machinery, parts, and services.  **D. Zero-Rated Value-Added Tax Transactions**  All manufacturers, fabricators, and suppliers of locally produced RE equipment shall be subject to zero-rated value-added tax on their transactions with local suppliers of goods, properties, and services. |  |  |
|  | **Section 4. Incentives for Farmers Engaged in the Plantation of Biomass Resources.** All individuals and entities engaged in the plantation of crops and trees used as biomass resources shall be entitled to duty-free importation and exemption from payment of VAT on all types of agricultural inputs, equipment, and machinery within ten (10) years from the effectivity of the RE Act, subject to the certification by the DOE and the following conditions:  (a) That the crops and trees such as, but not limited to, jatropha, coconut, and sugarcane shall be actually utilized for the production of biomass resources; and  (b) That the agricultural inputs, equipment and machinery such as, but not limited to, fertilizers, insecticides, pesticides, tractors, trailers, trucks, farm implements and machinery, harvesters, threshers, hybrid seeds, genetic materials, sprayers, packaging machinery and materials, bulk handling facilities, such as conveyors and mini-loaders, weighing scales, harvesting equipment, and spare parts of all agricultural equipment shall be used actually and primarily for the production of said biomass resources. |  |  |
|  | **Section 5. Other Incentives and Privileges.**  **A. Tax Rebate for Purchase of RE Components**  To encourage the adoption of RE technologies, the DOF shall, in consultation with the Department of Science and Technology (DOST), DOE, and Department of Trade and Industry (DTI), provide rebates for all or part of the tax paid for the purchase of RE equipment for residential, industrial, or community use.  **B. Financial Assistance Program**  Government financial institutions (GFIs) such as the Development Bank of the Philippines (DBP), Land Bank of the Philippines (LBP), Philippine Exim Bank and others shall, in accordance with and to the extent allowed by the enabling provisions of their respective charters or applicable laws, provide preferential financial packages for the development, utilization, and commercialization of RE projects that are duly recommended and endorsed by the DOE.  **C. Exemption from the Universal Charge**  "Universal Charge" refers to the charge, if any, imposed for the recovery of the stranded cost and other purposes pursuant to Section 34 of the EPIRA.  All consumers shall be exempted from paying the Universal Charge under the following circumstances:  (1) If the power or electricity generated through the RE System is consumed by the generators themselves; and/or  (2) If the power or electricity through the RE System is distributed free of charge in the off-grid areas.  **D. Cash Incentive of Renewable Energy Developers for Missionary Electrification**  An RE Developer registered pursuant to Section 15 of the RE Act and Section 18 of the IRR of the RE Act, shall be entitled to a cash generation-based incentive per kilowatt-hour rate generated, equivalent to fifty percent (50%) of the universal charge for the power needed to service missionary areas where it operates the same, to be chargeable against the universal charge for Missionary Electrification. This provision shall apply to RE capacities for Missionary Electrification undertaken upon effectivity of the Act.  **E. Payment of Transmission Charges**  A registered RE Developer producing power and electricity from an intermittent RE Resource may opt to pay the transmission and wheeling charges of National Transmission Corporation (TRANSCO), its concessionaire or its successor-in-interests on a per kilowatt-hour basis at a cost equivalent to the average per kilowatt-hour rate of all other electricity transmitted through the Grid.  **F. Priority and Must Dispatch for Intermittent RE Resource**  Qualified and registered RE generating units with intermittent RE Resources shall be considered "must dispatch" based on available energy and shall enjoy the benefit of priority dispatch.  TRANSCO or its successor-in-interest shall, in consultation with stakeholders, determine, through technical and economic analysis, the maximum penetration limit of the intermittent RE-based power plants to the Grid.  The Philippine Electricity Market Corporation (PEMC) and TRANSCO or its successor-in-interest shall implement technical mitigation and improvements in the system in order to ensure safety and reliability of electricity transmission.  "RE generating units with intermittent RE Resources" refers to an RE generating unit or group of units connected to a common connection point whose RE Resource is location-specific, naturally difficult to precisely predict the availability of the RE Resource thereby making the energy generated variable, unpredictable and irregular, and the availability of the resource inherently uncontrollable, which include plants utilizing wind, solar, run-of-river hydropower, or ocean energy. |  |  |
|  | **Section 6. Incentive Regime.** In lieu of the incentives allowed under the RE Act, as enumerated in the preceding Sections of this Chapter, an RE Developer may elect to avail itself of the incentives under the NIRC of 1997, as amended by RA No. 11534, otherwise known as the “Corporate Recovery and Tax Incentives for Enterprises Act” or “CREATE”. Unless the RE Developer signifies its intention to avail itself of the incentives under CREATE at the time of issuance of COR, it shall be considered as having availed itself of the incentives under the RE Act. Once the RE Developer elects to avail itself of the incentives under CREATE, such election shall be considered irrevocable and no incentives under the RE Act shall be allowed thereafter. |  |  |
| **CHAPTER X – TRANSITORY PROVISIONS** | **CHAPTER IX – TRANSITORY PROVISIONS** |  |  |
| **Section 40. Evaluation of Pending Applications.** RE Applications filed prior to the effectivity of this Circular shall be governed by the existing guidelines at the time of the filing of the applications. The ITMS shall report to the REMB all areas covered by pending RE Applications and RE Contracts within fifteen (15) working days from the date of this Circular. REMB shall use this information to commence the process of identifying PDAs for preparation of the OCSP. RE Applicants that have passed the legal, technical and financial requirements under the existing guidelines prior to the effectivity of this Circular shall be given an option to choose which RE Contract template to adopt: *Provided, however*, that should there be any new application requirements for RE Contract covering development of a particular type of RE resource, the applicant must satisfy first such requirement/s. | **Section 1. Evaluation of Pending Applications.** RE Applications filed prior to the effectivity of this Circular shall be governed by the existing guidelines at the time of the filing of the applications. The ITMS shall report to the REMB all areas covered by pending RE Applications and RE Contracts within fifteen (15) ~~working~~ days from the date of this Circular. REMB shall use this information to commence the process of identifying PDAs for preparation of the OCSP. RE Applicants that have passed the legal, technical and financial requirements under the existing guidelines prior to the effectivity of this Circular shall be given an option to choose which RE Contract template to adopt: *Provided, however*, that should there be any new application requirements for RE Contract covering development of a particular type of RE resource, the applicant must satisfy first such requirement/s. |  |  |
| **Section 41. Re-filing of the Application for RE Contract and Certificate of Registration.** Pending applications for RE Contract or issuance of CORs may be re- applied, at the option of the RE Applicant, within (30) working days from effectivity of this Circular without need of new or re-payment of the application fees. Failure of the applicants to re-file its application within the said period shall be construed as its decision to: (a) submit to the ongoing evaluation of its RE Application under the prior rules or guidelines, and (b) comply with the results of such evaluation of its pending RE Application. | **Section 2. Re-filing of the Application for RE Contract and Certificate of Registration.** Pending applications for RE Contract or issuance of CORs may be re- applied, at the option of the RE Applicant, within (30) ~~working~~ days from effectivity of this Circular without need of new or re-payment of the application fees. Failure of the applicants to re-file its application within the said period shall be construed as its decision to: (a) submit to the ongoing evaluation of its RE Application under the prior rules or guidelines, and (b) comply with the results of such evaluation of its pending RE Application. |  |  |
| **CHAPTER XI – FINAL PROVISIONS** | **CHAPTER X – FINAL PROVISIONS** |  |  |
| **Section 42. Extension of Timelines.** Subject to the provisions of RA No. 11032, the respective timelines provided under Chapter VIII of this Circular may be extended for the same period prior to the lapse of the subject period, *Provided,* That the DOE shall notify the affected party in writing of the reason for the extension and shall provide the final date of release of the matter requested.  Only one extension is allowed and shall, in no case, exceed sixty (60) calendar days.  For this purpose, the Citizen’s Charter of the REMB shall be amended to reflect the timelines herein provided. | **Section 1. Extension of Timelines.** Subject to the provisions of RA No. 11032, the respective timelines provided under ~~Chapter VIII of~~ this Circular may be extended for the same period prior to the lapse of the subject period, *Provided,* That the DOE shall notify the affected party in writing of the reason for the extension and shall provide the final date of release of the matter requested.  Only one extension is allowed and shall, in no case, exceed sixty (60) ~~calendar~~ days.  For this purpose, the Citizen’s Charter of the REMB shall be amended to reflect the timelines herein provided. |  |  |
| **Section 43. Information, Education and Communication Activities**. Pursuant to Section 31, Rule 10 of the IRR of the RE Act, the DOE, together with National Renewable Energy Board, shall develop and implement a comprehensive information, education and communication activities that are designed to increase the public awareness and appreciation of this Circular and the RE industry in general. | **Section 2. Information, Education and Communication Activities**. Pursuant to Section 31, Rule 10 of the IRR of the RE Act, the DOE, together with National Renewable Energy Board, shall develop and implement a comprehensive information, education and communication activities that are designed to increase the public awareness and appreciation of this Circular and the RE industry in general. |  |  |
| **Section 44. RE Resources Under New Emerging Technologies.** For other RE Resources which are developed through emerging RE technologies and are not enumerated in Chapter III of this Circular, the REMB shall develop a regulatory framework for the exploration, development, utilization and commercialization of such RE Resources utilizing such emerging technologies. In the absence of such regulatory framework, the procedures governing a particular RE Resource that is most analogous to the emerging technology shall be adopted. | *Will be part of a different chapter* |  |  |
| **Section 45. Regulatory Support.** The Energy Regulatory Commission shall provide the necessary regulations to support achieve a harmonized and effective implementation of this Circular. | *Delete* |  |  |
| **Section 46. Separability Clause.** If for any reason, any provision of this Circular is declared unconstitutional or invalid by a court of competent jurisdiction, the other parts or provisions not affected thereby shall remain in full force and effect. | **Section 3. Separability Clause.** If for any reason, any provision of this Circular is declared unconstitutional or invalid by a court of competent jurisdiction, the other parts or provisions not affected thereby shall remain in full force and effect. |  |  |
| **Section 47. Repealing Clause.** The provisions of other circulars, orders, issuances, rules and regulations, which are inconsistent with the provisions of this Circular are hereby repealed, amended, superseded or modified accordingly. | **Section 4. Repealing Clause.** The provisions of other circulars, orders, issuances, rules and regulations, which are inconsistent with the provisions of this Circular are hereby repealed, amended, superseded or modified accordingly. |  |  |
| **Section 48. Effectivity.** This Circular shall take into effect fifteen (15) days following its publication in at least two (2) newspapers of general circulation. Copies of this Circular shall be filed with the University of the Philippines Law Center – Office of the National Administrative Register. | **Section 5. Effectivity.** This Circular shall take into effect fifteen (15) days following its publication in at least two (2) newspapers of general circulation. Copies of this Circular shall be filed with the University of the Philippines Law Center – Office of the National Administrative Register. |  |  |