



Republic of the Philippines  
**Tourism Infrastructure & Enterprise Zone Authority**

5 July 2021

**MEMORANDUM**

**FOR** The Manager, Legal Department

**FROM** The Assistant Chief Operating Officer  
Assets Management Sector

**SUBJECT** **Legal Opinion -Maomawan Usufruct vis-à-vis RA 11185**

May we request for a legal opinion from your office on the effect of R.A. No.11185 on the signed usufructuary between TIEZA and Cebu Rep. Rodrigo Abellanosa in 2015 for a one hectare property where the Cebu Technological University (CTU) satellite extension campus buildings and other amenities are located . .

It is our humble opinion that the so called CTU Mountain Extension Campus is not covered by the law as it is **not an asset** of CTU or the former Cebu State College of Science and Technology by virtue of the usufructuary agreement. And yet the law specifically mentions its inclusion by virtue of its occupancy of a government land. It clearly did not consider the usufructuary agreement.

Furthermore, TIEZA was not informed or consulted on the passing of the law.

What will be the best action/s that TIEZA shall pursue.

Please find attached a copy of R.A. 11185 and the MOA on the usufructuary for your ready reference.

Thank you.

  
**JETRO NICOLAS F. DOZADA**

Cc : BUDD  
Cebu Field Office

H. No. 6030

Republic of the Philippines  
Congress of the Philippines  
Metro Manila  
Seventeenth Congress  
Third Regular Session

Begun and held in Metro Manila, on Monday, the twenty-third day of July, two thousand eighteen.

[ REPUBLIC ACT NO. 11185 ]

AN ACT INTEGRATING THE CEBU CITY MOUNTAIN EXTENSION CAMPUS AS A SATELLITE CAMPUS OF THE CEBU TECHNOLOGICAL UNIVERSITY AND APPROPRIATING FUNDS THEREFOR, AMENDING FOR THE PURPOSE REPUBLIC ACT NO. 9744, OTHERWISE KNOWN AS "AN ACT CONVERTING THE CEBU STATE COLLEGE OF SCIENCE AND TECHNOLOGY SYSTEM IN THE CITY OF CEBU AND ALL ITS SATELLITE CAMPUSES LOCATED IN THE PROVINCE OF CEBU INTO A STATE UNIVERSITY TO BE KNOWN AS THE CEBU TECHNOLOGICAL UNIVERSITY (CTU) AND APPROPRIATING FUNDS THEREFOR"

CTU  
TIERA  
Maonawan  
property

*Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:*

SECTION 1. Section 1 of Republic Act No. 9744 is hereby amended to read as follows:



"SECTION 1. *Conversion.* – The Cebu State College of Science and Technology System in the City of Cebu, including all its existing satellite campuses, namely: the College of Fisheries in the Municipality of Moalboal, the Agro-industrial and Forestry College in the Municipality of Argao, the Polytechnic College in the Municipality of Tuburan, the College of Fisheries in the Municipality of Daanbantayan, the Fishery and Industrial College in the Municipality of San Francisco, the College of Industrial Technology in the Municipality of Danao, the College of Fisheries Technology in the Municipality of Carmen, the Abellana College of Arts and Trades in the City of Mandaue, the College of Agriculture in the Municipality of Barili (previously located in Sudlon, Lahug, Cebu City) and the Experimental Station in the Municipality of Sibonga, all municipalities located in the Province of Cebu, is hereby converted into a state university to be known as the Cebu Technological University (CTU), hereinafter referred to as the University. The Cebu City Mountain Extension Campus in Barangay Babag, Cebu City, Province of Cebu, is integrated as a satellite campus of the Cebu Technological University. It shall be known as the Cebu Technological University – Cebu City Mountain Satellite Campus. The main campus of the University shall be in Cebu City."

SEC. 2. Section 19 of Republic Act No. 9744 is hereby amended to read as follows:

"SEC. 19. *Assets, Liabilities and Personnel.* – All assets, real and personal, personnel and records of the Cebu State College of Science and Technology System, and its satellite campuses, namely: the College of Fisheries in the Municipality of Moalboal, the Agro-industrial and Forestry College in the Municipality of Argao, the Polytechnic College in the Municipality of Tuburan, the College of Fisheries in the Municipality of Daanbantayan, the Fishery and Industrial College in the Municipality of San Francisco, the College of Industrial Technology in the

Municipality of Danao, the College of Fisheries Technology in the Municipality of Carmen, the Abellana College of Arts and Trades in the City of Mandaue, the College of Agriculture in the Municipality of Barili (previously located in Sudlon, Lahug, Cebu City) and the Experimental Station in the Municipality of Sibonga, including the Cebu City Mountain Extension Campus, as well as liabilities or obligations, are hereby transferred to the University. The positions, rights and security of tenure of faculty members and personnel therein employed under existing laws prior to the conversion into a University shall be respected.

"All parcels of land belonging to the government occupied by the Cebu State College of Science and Technology System and its satellite campuses, including the Cebu City Mountain Extension Campus, are hereby declared to be property of the University, and shall be titled under that name: *Provided*, That should the University cease to exist or be abolished or should such parcels of land aforementioned be no longer needed by the University, the same shall revert to the LGUs concerned."

SEC. 3. Section 20 of the same Act is hereby amended to read as follows:


"SEC. 20. *Appropriations.* – The amount necessary to carry out the provisions of this Act shall be charged against the current year's appropriations of the Cebu State College of Science and Technology System, including all its existing satellite campuses, namely: the College of Fisheries in the Municipality of Moalboal, the Agro-industrial and Forestry College in the Municipality of Argao, the Polytechnic College in the Municipality of Tuburan, the College of Fisheries in the Municipality of Daanbantayan, the Fishery and Industrial College in the Municipality of San Francisco, the College of Industrial Technology in the Municipality of Danao, the College of Fisheries Technology in the Municipality of Carmen, the

Abellana College of Arts and Trades in the City of Mandaue, the College of Agriculture in the Municipality of Barili (previously located in Sudlon, Labug, Cebu City) and the Experimental Station in the Municipality of Sibonga, except the sums needed to continue the operations of the existing high schools. Thereafter, such sums as may be necessary for the continued operation and maintenance of the Cebu Technological University shall be included in the annual General Appropriations Act. The amount necessary to carry out the initial implementation of the integration of the Cebu City Mountain Extension Campus into the University shall be charged against the current year's funding of the Cebu City Mountain Extension Campus provided by the City of Cebu. The City shall continue to provide the same funding to the Cebu City Mountain Extension Campus corresponding to the funding given before the same is integrated into the University until such time that the full funding requirement of the Cebu Technological University – Cebu City Mountain Satellite Campus is included in the annual General Appropriations Act.”


SEC. 4. *Effectivity.* – This Act shall take effect fifteen (15) days after its publication in the *Official Gazette* or in a newspaper of general circulation.


Approved,

  
VICENTE C. SOTTO III  
*President of the Senate*

  
GLORIA MACAPAGAL-ARROYO  
*Speaker of the House of Representatives*

This Act which originated in the House of Representatives was passed by the House of Representatives and the Senate on October 10, 2018.

  
MYRA MARIE D. VILLARICA  
*Secretary of the Senate*

  
DANTE ROBERTOP. MALING  
*Acting Secretary General  
House of Representatives*

Approved: JAN 10 2019

  
RODRIGO ROA DUTERTE  
*President of the Philippines*



REPUBLIC OF THE PHILIPPINES  
PRRD 2016 - 009276

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4-2-18-209



## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "MOU") executed this \_ day of September 2015 in Makati City, Philippines, is executed by and between:

**TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY**, formerly Philippine Tourism Authority, an agency attached to the Department of Tourism (DOT), and herein duly represented by its Chief Operating Office, **MR. MARK T. LAPID**, hereinafter referred to as "**TIEZA**";

and

**THE OFFICE OF THE REPRESENTATIVE OF THE SECOND LEGISLATIVE DISTRICT** of Cebu City, where the Maomawan Area is geographically located, represented herein by the duly elected incumbent District Representative of the said district, **HONORABLE RODRIGO A. ABELLANOSA**, hereinafter referred to as the "District Representative"

### WITNESSETH THAT

**WHEREAS**, Republic Act No. 9593, otherwise known as "The Tourism Act of 2009" declares tourism as an "indispensable element of the national economy and an engine of socio-economic growth and cultural affirmation to generate investment, foreign exchange, and employment";

**WHEREAS**, Republic Act No. 9593 supports the establishment of Tourism Enterprise Zone (TEZs) as "centers of tourism development in the country, created with the objective of providing the necessary vehicle to coordinate actions of the public and private sectors to address development barriers, attract and focus investment on specific geographical areas and upgrade product and service quality";

**WHEREAS**, TIEZA is mandated to "designate, regulate, and supervise the cultural, economic and environmentally sustainable development of TEZ's toward the primarily objective of encouraging private investments therein, and develop, manage and supervise tourism infrastructure projects in the country";

**WHEREAS**, under Presidential Proclamation No. 2052, TIEZA is mandated to "identify well-defined geographic areas within the zones with potential tourism value, wherein optimum use of natural assets and attractions, as well as existing facilities and concentration of efforts and limited resources of both government and private sector may be affected and realized in order to generate foreign exchange as well as other tourist receipts," and for which reason the Philippine Tourism Authority (now TIEZA) identified 808 hectares, within barangays Babag, Bonbon, Malubog, Sibugay, and Sirao, as ideal for tourism purposes and therefore deemed excluded from Operation Land Transfer (OLT) and Comprehensive Agrarian Reform Program (CARP) coverage<sup>1</sup>;

**WHEREAS**, out of the 808 hectares declared as tourism zone identified by TIEZA, is an area popularly known as the Maomawan Area, geographically located in Cebu City's Second Legislative District;

<sup>1</sup> Republic Act No. 6657, Section 10. *Exemptions and Exclusions*.- Land actually, directly and exclusively used and found to be necessary for parks, wildlife, forest reserves, reforestation, fish sanctuaries and breeding grounds, watershed and mangroves, national defense, school sites and campuses including, experimental farm stations operated by public or private schools for educational purposes, seeds and seedlings research and pilot production centers, church sites and convents appurtenant thereto, mosque sites and Islamic centers appurtenant thereto communal burial ground and cemeteries, penal colonies and penal farms actually worked by the inmates, government and private research and quarantine centers and all lands with eighteen percent (18%) slope and over, except those already developed shall exempt from the coverage of the Act.

**WHEREAS**, TIEZA envisions the Maomawan Area to be an eco-tourism hub with facilities that promote tourism awareness and cultural, social, economic, and environmentally sustainable development, in support of Executive Order No. 26s. 2011, declaring the implementation of a National Greening Program (NGP) as a government priority, and in order to benefit tourists and communities around the area (hereafter the "Project");

**WHEREAS**, the District Representative lauds the efforts of the TIEZA, and in support of the latter's mandate, is working on initiatives that will improve self-sufficiency of residents surrounding the area promoting personal and socio-economic development, which in turn, will be substantial to the success of the Project, given a better-informed indigenous community well adapted to interacting with tourists;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereto hereby mutually agree and stipulate as follows:

### **Section 1: PURPOSE AND SCOPE**

The Parties mutually agree to collaborate and support the multipurpose tourism and community empowerment development project and work towards the vision of creating an eco-tourism hub with facilities and amenities that promote education, capacity, building, livelihood, health, foster social and environmental awareness, and advocate participative sustainable development, by coordinating actions of different sectors to address development barriers, attract and encourage investment, and upgrade product and service quality in the area, with a view to contributing to poverty alleviation, giving better access for infrastructure, and reducing regional imbalances in the country while preserving rural life.

### **Section 2: RESPONSIBILITIES OF THE PARTIES INVOLVED**

#### **1. The obligations of TIEZA are as follows:**

- (i) Support tourism and community centred projects of private and public sectors in the tourism zone particularly in the Maomawan Area, through partnerships, joint ventures and other cooperative undertakings involving local and/ or foreign investors, others agencies and instrumentalities of the public sector, including but not limited to those actively involved in the development and promotion of education, tourism, health, social and environmental awareness such as state universities and colleges, like the Cebu Technological University (CTU);
- (ii) Encourage and register tourism enterprises within the Maomawan Area consistent with the shared vision of the Parties;
- (iii) Encourage public and private sector participation in agri-tourism and eco tourism for countryside development and tourism development and preservation of natural resources.

#### **2. The obligations of District Representative are as follows:**

- (i) Pursue legislation consistent with sustainable and participative development of eco-tourism and agri-tourism, promotion of tourism awareness, and preservation of Filipino culture and heritage;





- (ii) Conduct capability-building programs for the surrounding communities on the management of local tourism projects and initiatives through cooperative undertakings with higher education institutions like Cebu Technological University and other state universities and colleges;
- (iii) Support activities and programs like the establishment other multipurpose tourism and community empowerment development project that instill a sense of history, environmental awareness and a culture of tourism among the youth and the communities through institutions within the within the Maomawan Area;
- (iv) Enlist the participation and collaboration of national and local communities in actively pursuing developmental projects that aims to conserve bio- physical and cultural diversity, climate change adaption, and promoting environmental understanding and education; and
- (v) Propose ways of addressing challenges in information and communication technology integrated in the development Project.

### **Section 3: REPRESENTATION AND WARRANTIES**

Each Party represents and warrants that it has the ability, authority, resources, and competence to execute this MOU and carry out the obligations assumed by it under this MOU and that by virtue of entering into this Agreement, it is not and will not be in breach of any express or implied obligation to any third party binding upon it. The understanding of the parties under this MOU shall not be construed as a partnership nor does it create any binding obligation as the parties specifically acknowledge that this MOU is a mere development collaboration for tourism and community empowerment thus subject to a subsequent Memorandum of Agreement if and in the event that the parties will agree on the same. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreement or contract entered into among the parties either prior to or subsequent to the signing of this MOU.

### **Section 4: ENTIRE AGREEMENT**

This Agreement embodies all understanding of the parties and supersedes all prior discussion and in writing with respect to the subject matters hereof. No modification or alteration of this Agreement shall be effective unless made in writing and signed by the Parties.

### **Section 5: SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not be deemed to alter the validity or enforceability of any other provision thereof.

### **Section 6: DISPUTE**

Any dispute in connection with the implementation of this Agreement howsoever arising between the parties shall in the first instance be resolved if possible by amicable negotiations done in good faith.


IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first above written.

**TOURISM INFRASTRUCTURE AND  
ENTERPRISE ZONE AUTHORITY**

By



**MR. MARK T. LAPID**  
Chief Operating Officer

**THE OFFICE OF THE REPRESENTATIVE  
OF CEBU CITY SECOND LEGISLATIVE DISTRICT**

By



**HON. RODRIGO A. ABELLANOSA**

WITNESS:





## ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City **MAKATI CITY**

**OCT 01 2015**

**BEFORE ME**, a Notary Public for and in above jurisdiction, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015 personally appeared

Name	Competent Evidence of Identity	Date/Place of issue
MARK T. LAPID	TIEZA ID # 2356	MANILA
HON. RODRIGO A. ABELLANES	PASSPORT NO. EC 257 3294	OCT. 29, 2014 - MANILA

Known to me to be the same persons who executed the foregoing Agreement consisting of four (4) pages including this Acknowledgement and acknowledged to me that the same in their own free and voluntary act and deed as well as that of the offices herein presented.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and at the place first above written.

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Page No. 63  
Book No. 84  
Series of 2015

**ATTY. VIRGILIO D. BATALLA**  
NOTARY PUBLIC FOR MAKATI CITY  
APPOINTMENT NO. M 32  
UNTIL DECEMBER 31, 2015  
ROLL OF ATTY. NO. 48348  
MCLE COMPLIANCE NO. IV-0016332/4-10-2013  
IBP NO. 706762 - LIFETIME MEMBER  
PTR. NO. 474 - 8510 JAN 05, 2015  
EXECUTIVE BLDG. CENTER  
MAKATI AVE., COR., JUPITER

*Att*  
*Ally*

*ch*