



FILE

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

25 May 2021

**MEMORANDUM**

**FOR** The Manager, LEGAL Department  
**FROM** The Assistant Chief Operating Officer  
Assets Management Sector  
**SUBJECT** **ZAMBOANGA HYPERBARIC AGREEMENT**

May we request you office to review, comment, and recommend on the draft reply to the office of the Deputy Executive Secretary relative to the proposed donation of one unit multiplace hyperbaric chamber unit to the Camp Navarro General Hospital, WesMinCom, in Zamboanga City.

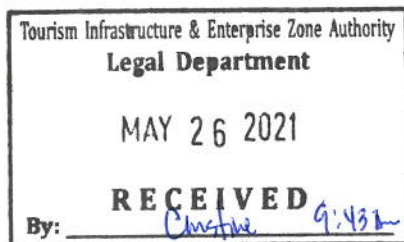
Appreciate your response on or before 31 May 2021.

Thank you.

  
**JETRO NICOLAS F. LOZADA**

Cc : TF: Hyperbaric chamber

RECEIVED BY:  
JADE  
05/27/2021  
1349H



TOURISM INFRASTRUCTURE and ENTERPRISE ZONE AUTHORITY  
Office of the Chief Operating Officer



RECEIVED

By: SYMONDS 5/27/2021  
Time: 1:45pm



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

24 May 2021

**MCJILL BRYANT T. FERNANDEZ**  
Deputy Executive Secretary  
Office of the Deputy Executive Secretary  
for General Administration  
Office of the President  
Malacanang Palace  
Manila

Dear Deputy Exec.Sec. Fernandez,

In response to your letter dated 05 May 2021 received on 18 May 2021 requesting for our comments on the letter of MECO Chairperson Angelito Tan Banayo on his recommendation for the donation of one unit multiplace hyperbaric chamber to the Camp Navarro General Hospital (CNGH) in Western Mindanao Command, (WesMinCom) in Zamboanga City, please find herein our narrative comments.

TIEZA, as part of its hyperbaric chamber program to support, to boost, to improve and to put to international standard our scuba diving industry safety protocol, procured a number of multiplace hyperbaric chamber (3+1) units and distributed them strategically in key dive destinations in the country in coordination with the Department of Tourism, and the Philippine Commission on Sports Scuba Diving (PCSSD),

Currently, we have installed and commissioned multiplace hyperbaric chambers (3+1) in Mandaue, Cebu, Panglao, Bohol, Puerto Princesa, Palawan, Mabini, Batangas, and in CNGH in Zamboanga City. The latter was installed in Southern Philippines Medical Center in Davao City prior to its transfer later to Zamboanga City. The transfer was made after the intended donation by MECO of a hyperbaric chamber (10+2) unit could not be supported by oxygen production facility it requires to support it which was absent in CNGH in Zamboanga as explained in the MECO letter.

The pro-forma memorandum of agreement (MOA) is herein attached as "Annex A" between TIEZA and the host LGU/ RHU or hospital was rejected by the AFP JAGO GHQ after negotiation and a go signal was given by the WesMinCom on the construction of the housing ( "Annex B"), and thereafter the installation and commissioning of the multiplace hyperbaric chamber (3+1) unit thereat.

The AFP JAGO in its May 6, 2020 memorandum ("Annex C") opined that the AFP,

(1). the construction of the housing beside the CNGH premises cannot be allowed under C.A. No.141 (Public Land Act), as amended, wherein all AFP land can only be utilized for military purposes unless proclaimed by the President as alienable. This opinion came after we were given a approval by Commander, WesMinCom ( see Annex B).

In subsequent meetings to clarify and to amend the pro-forma MOA, putting as primary purpose the military wound care, and medical cases needing hyperbaric oxygenation therapy (HBOT), and scuba diving and tourism related cases as secondary, AFP JAGO maintained that:

The primary purpose in the pro-forma MOA was to service the scuba diving industry and secondary will be *other medical cases* including wound care, gas poisoning, among others of military and uniformed personnel for free was not tenable even if primary purpose was reversed;

Furthermore, AFP cannot allocate funds for the day-to-day operation and maintenance of the unit as it is not owned by the AFP. TIEZA remains the owner of the chamber and responsible for the periodic technical maintenance of the chamber.

AFP JAGO suggested that the only way these concerns will be resolved is when the multiplace hyperbaric chamber is donated to the AFP.

On TIEZA's side, there will be a need to revert to the TIEZA Board seeking approval for the proposed donation as the procurement of the units was for tourism purposes.

It is humbly submitted that a Presidential directive to donate one multiplace hyperbaric chamber to Camp Navarro General Hospital in West Mindanao Command in Zamboanga City for the dual use of taking care of military wound care and other medical cases needed hyperbaric oxygenation therapy (HBOT), including scuba diving accidents. Furthermore, the directive shall include the permission to construct the housing in the agreed 400 sq.m. lot beside the hospital premises as approved by the WesMinCom Commander.

The Presidential directive, as requested, will facilitate and complete the documentation for TIEZA and the AFP with the execution of a Deed of Donation of one multiplace hyperbaric chamber to CNGH, Zamboanga City.

For your perusal.

Sincerely,

**MARK T. LAPID**  
Chief Operating Officer



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

OFFICE ORDER No. 037-2021 *ad*

In the exigency of the service, the **TIEZA Hyperbaric Chamber Systems (HCS) Task Force** is hereby reconstituted, composed of the following officers:

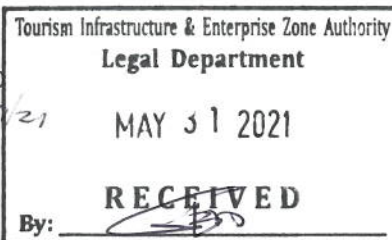
**Task Force Co-Lead :** *Jes Lapuz*  
*31 May 2021*  
Mr. Metro Nicolas F. Lozada, ACOO, AMGT  
*in terms of HCS Units*

**Task Force Co-Lead :** Engr. Gregory Oller, Division Manager, AAES  
*in terms of housing facility*

**Task Force Vice-Lead :** Atty. Jesus Lapuz, Jr., Attorney III, LEGD

**Members :**

*31 May 2021*  
Mr. Alex Travis Allan, Jr., COPD  
Ms. Mylene Magsino, AMGT  
Mr. Nestor Domalanta, Jr., AAES  
Representative, OCOO *5/5/21*  
*9/5/21*



The HCS Task Force shall ensure that all activities relative to the HCS location identification and assessment, procurement, deployment, management, and maintenance in identified key destinations are prepared and accomplished.

Specifically, the Task Force shall be in charge of the following:

1. Identification of location for the HCS at the site, preferably in key diving destinations, and in the vicinity of public health facilities;
2. Preparation of Complete Staff Work (CSW) for recommendation to the Chief Operating Officer and for the approval of the TIEZA Board of Directors, including prior coordination with partner hospitals, organizations, and/or Local Government Units;
3. Processing for the procurement of the HCS unit/s, the construction of the HCS housing facilities, including the necessary accessories, transfer, testing, and commissioning unit/s on site;
4. Facilitation of the terms and conditions, and the signing of the Memorandum of Agreement (MOA) between and among partner hospitals, LGUs, and organizations;
5. Facilitation of the training personnel from the Local Government Hospital by the HCS supplier; and
6. Monitoring of utilization, management, and implementation if the HCS units nationwide in accordance with the signed agreements by providing regular monthly update / reports of all TIEZA Hyperbaric Chamber Units to the COO and to the Department of Tourism.

This Office Order shall take effect immediately and shall remain valid until revoked or modified.  
Office Order No. 111-2019 is hereby superseded.

*MARK T. LAPUZ*  
Chief Operating Officer

16 February 2021



*3/22/2021*



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

25 May 2021

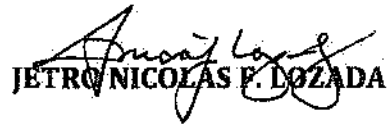
**MEMORANDUM**

**FOR** The Manager, LEGAL Department  
**FROM** The Assistant Chief Operating Officer  
Assets Management Sector  
**SUBJECT** **ZAMBOANGA HYPERBARIC AGREEMENT**

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Thank you.

  
**JETRON NICOLAS F. LOZADA**

Cc : TF: Hyperbaric chamber



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

24 May 2021

**MCJILL BRYANT T. FERNANDEZ**

Deputy Executive Secretary  
Office of the Deputy Executive Secretary  
for General Administration  
Office of the President  
Malacanang Palace  
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For your perusal.

Sincerely,

**MARK T. LAPID**  
Chief Operating Officer



**TOURISM  
INFRASTRUCTURE AND  
ENTERPRISE  
ZONE  
AUTHORITY**

Zamboanga Golf Course  
and Beach Park  
Upper Catarian,  
Zamboanga City

(052) 991-1796  
tiezazamboanga@rocketmail.com  
www.tieza.gov.ph

Annex A

**MEMORANDUM**

**FOR : THE CHIEF OPERATING OFFICER**

**THRU : THE ASSISTANT CHIEF OPERATING OFFICER**  
Asset Management Sector

**THE MANAGER**  
Operations Department, AMS *provisional*

**FROM : RESIDENT MANAGER**  
Zamboanga Golf Course and Beach Park

**DATE : 05 DECEMBER 2019**

**SUBJECT : LETTER FROM CAMP NAVARRO GENERAL HOSPITAL**

Forwarding herewith the letter form the Camp Navarro General Hospital regarding draft MOA with comments for the Hyperbaric Chamber System.

For your information.

*M. M. Sarip*  
**MAGDARA A. SARIP**





**AFP HEALTH SERVICE COMMAND  
HEALTH SERVICE CENTER-WESTERN MINDANAO  
CAMP NAVARRO GENERAL HOSPITAL**  
*Camp Don Basilio Navarro*  
Upper Calarian, Zamboanga City  
PLDT Nr (062) 983-0495 / CP Nr 0915 653 3133



December 4, 2019

**Chief Operating Officer**  
Tourism Infrastructure and Enterprise Zone Authority, RO-IX  
Zamboanga City

Dear Sir/Ma'am:

Greetings!

This is line with the Memorandum of Agreement regarding Hyperbaric Chamber System (HCS) installation at Camp Navarro General Hospital facility. Request be informed that the Judge Advocate General Service of the AFP Health Service Command have some legal comments indicated under pages 2, 3, 4, 5 & 6 (*highlighted in red color*) in the MOA for your notation, comment and approval.

In this light, we would like to hear your comment/response regarding this matter to avail the final draft of the MOA which will be forwarded for approval by the Secretary of National Defense.

Requesting for favorable consideration.

Very truly yours,

  
**LTC MARIA VICTORIA P MANDIN MC**  
Commanding Officer

## MEMORANDUM OF AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 in the \_\_\_\_\_ Philippines, by and between:

POCHOLO JOSELITO D. PARAGAS  
For TIEZA

The **TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY**, a government-owned and controlled corporation (GOCC) existing under the laws in the Philippines, with the address at 6<sup>th</sup> & 7<sup>th</sup> Floors, Tower 1, Double Dragon Plaza, Macapagal Avenue cor Edsa Extension, Pasay City represented herein by its Chief Operating Officer, **POCHOLO JOSELITO D. PARAGAS** and hereinafter referred as **TIEZA**;

**CAMP NAVARRO GENERAL HOSPITAL, HEALTH SERVICE CENTER - WESTERN MINDANAO, AFP HEALTH SERVICE COMMAND**, a Military Treatment Facility with address at Upper Calarian, WestMinCom, Zamboanga City represented herein by its Commanding Officer, **LTC MARIA VICTORIA P MANDIN MC**, herein after referred to as **HOSPITAL**;

and

MARIA VICTORIA P MANDIN  
For Hospital

**PHILIPPINE COMMISSION ON SPORTS SCUBA DIVING**, a government agency attached to the Department of Tourism, with office address at the Department of Tourism Building, 351 Sen. Gil Puyat Avenue, Makati City, represented herein by the Officer-In-Charge, **USEC. BENITO C. BENGZON, JR.** and hereinafter referred to as **PCSSD**.

### RECITALS

**WHEREAS**, the Philippines has been declared as the center of marine biodiversity and scuba diving has been identified as one of the core products for development market by the Department of Tourism and the Tourism Promotions Board;

**WHEREAS**, in support of scuba diving, a new market development product, the TIEZA Board approved the procurement of hyperbaric chambers strategically deployed in key diving destinations as identified by TIEZA and PCSSD;

BENITO C. BENGZON, JR.  
For PCSSD

**WHEREAS**, the PCSSD is mandated to promulgate programs and projects geared to the development of the country as a premier diving destination in Asia; likewise, it shall formulate rules, regulations, safety standards and operating procedures to implement the development of sports scuba diving;

**WHEREAS**, the DOT, TIEZA, and the PCSSD agreed to install and commission a hyperbaric chamber in Zamboanga to provide support medical services;

**WHEREAS**, the Hospital owns a vacant lot within the hospital premises that is readily available and which it is offering to TIEZA, and which TIEZA hereby accepts, for the construction of the housing facility to be undertaken and completed by TIEZA;

**WHEREAS**, the primary purpose of the hyperbaric chamber is to provide scuba diving enthusiasts with a medical facility compliant with international quality safety standards and offer treatment by trained medical staff and tenders; likewise, other medical cases needing or recommended to undergo the hyperbaric oxygenation / chamber treatment shall be allowed upon recommendation of a medical doctor;

**NOW THEREFORE**, for and in consideration of the foregoing premises and covenants and undertakings hereafter set forth, the parties have mutually agreed as follows:

## ARTICLE I: OBJECTIVES

TIEZA, the Hospital, and PCSSD agree to establish a hyperbaric chamber facility in Zamboanga City to service and treat scuba diving cases and other medical patients; and to ensure sustainability and operational efficiency and effectiveness by professional medical personnel and trained tenders to boost safety standards in scuba diving and boost medical tourism.

## ARTICLE II: RESPONSIBILITY OF THE PARTIES

A. Consistent with the objective of this agreement, TIEZA shall:

1. Procure, deliver, test and commission a hyperbaric chamber system at Camp Navarro General Hospital in Zamboanga City;
2. Equip the housing facilities of the hyperbaric chamber in the designated location within the Hospital complex based on the minimum technical specifications given by the supplier notably its electrical and mechanical requirements to ensure adequate and completeness of the housing and its accessories to warrant a well-functioning hyperbaric chamber and facilities.
3. Retain the absolute ownership of the hyperbaric chamber; as such, ensure its sustainable and efficient utilization and maintenance;
4. Coordinate with the supplier as to the conduct of training for the Hospital personnel, on the operation, management and maintenance of the hyperbaric chamber;
5. Establish, in coordination with the Hospital and PCSSD, on the management, operation and maintenance of the hyperbaric chamber, including its scope, technical and administrative procedures and charges;
6. Publish and post, for transparency, the necessary information such as rates and treatments covered in conspicuous places within the chamber housing premises, and the TIEZA website. For scuba diving-related cases, the PCSSD Board of Commissioners approved rates shall be adopted. For non-scuba related cases, the approved rates of TIEZA, inclusive of the doctor's fees and consumables shall be adopted;
7. Conduct periodic visits, monitoring and auditing of all availments of the hyperbaric chamber, the records relative to agreed revenue share with the Hospital, the physical structure, and such other related matters as contained in the periodic performance report prepared, submitted and signed by the Hospital.
8. Conduct periodic preventive maintenance of the hyperbaric chamber by qualified technicians;

B. For its part, the Hospital shall:

1. Provide adequate space and access to where construction of the housing of the hyperbaric chamber within a government-owned hospital, without cost to TIEZA or PCSSD, including the convenient access of patients to the hyperbaric chamber and to ensure that the lot provided is free from any and all liens and encumbrances and is not the subject of any case pending before any court or administrative agency;

*Comment: CH, CNGH cannot provide space for the HB housing/structure. Authority to hand-use of any portion of Camp Navarro (base, concession) should be the designated administrator of the Camp Navarro military reservation (refer to AFPREC)*

2. Manage, operate and maintain the hyperbaric chamber. The technical and administrative procedures and corresponding charges shall be adopted by the Hospital, with TIEZA on non-scuba related cases, and with PCSSD and TIEZA for scuba-related cases;

POCHOLO JOSE LITO D. PARAGAS  
For TIEZA

MARIA VICTORIA P. MANDIN  
For Hospital

BENITO C. BENGZON, JR.  
For PCSSD

*Comment: CNGH cannot utilize government funds for the maintenance of HB because the property is owned by another entity*

3. Upon completion of the construction of housing facility for the hyperbaric chamber, shoulder the expenses for electricity, water and oxygen supply to ensure adequate and continued operation of the hyperbaric chamber and facilities;

*Comment: CNGH cannot utilize government funds for the utilities of the HB Facility because the same is owned by another entity (TIEZA)*

4. Provide and assign a pool of qualified medical and technical personnel to man the hyperbaric chamber round-the-clock or 24/7, and with service obligation for at least two (2) years after undergoing certification training on hyperbaric chamber operation;

5. Ensure that the trained medical and technical personnel are paid promptly their just salary, compensation and other benefits;

6. Engage qualified technicians to conduct preventive maintenance in the absence or unavailability of the suppliers authorized technician.

*Comment: CNGH cannot utilize government funds for the maintenance of HB because the property is owned by another entity*

7. Ensure and commits to make the hyperbaric chamber operational for public use within two (2) months after the end of the training period of the qualified personnel.

8. Publish and post in conspicuous places, for transparency, the necessary information such as rates and treatments covered within the chamber housing premises, and the Hospital's website. For scuba diving-related cases, the PCSSD Board of Commissioners approved rates shall be adopted. For non-scuba related cases, the approved rates of TIEZA in conjunction with Hospital on the treatments, ailments covered and its corresponding rates, inclusive of the doctor's fees and consumables shall be adopted;

9. Prepare and submit monthly, quarterly and annual written performance report on the utilization of the hyperbaric chamber, the maintenance undertaken, and the cost thereof, name of technicians involved, fees charged among others to TIEZA without need of prior demand;

10. Collect fees from patients, and deposit the same to a Trust Bank account opened for the purpose.

11. Prepare and keep journals and ledgers reflecting the fees collected in accordance with Government Accounting and Auditing rules; and

12. Submit monthly financial report to TIEZA and PCSSD on the monthly collection.

**C. For its part, the PCSSD shall:**

1. Establish and approve the standard operating procedures (SOP) and protocol in handling *scuba diving patients* for treatment in the hyperbaric chamber, including the rates to be charged of scuba diving patients. All parties herein shall be furnished said SOP documents;

2. Maintain a scuba hotline number and such other communication linkage to PCSSD accredited establishments, the host hospital / establishment, the accredited medical personnel, to insure prompt and proper coordination and action to scuba diving emergency requirements;

ROCHELO JOSELYN D. PARAGAS  
For TIEZA

MARIA VICTORIA P. MANDIN  
For Hospital

HENRY C. BENGZON, JR.  
For PCSSD

3. Formulate and publish the rates for treatment of scuba diving incidents which shall be at par with the international rates, and with international insurance companies. This shall be prominently displayed in the chamber premises in clear view of the public;
4. Disseminate / distribute the current rates to all PCSSD accredited establishments and dive professionals to ensure transparency;
5. Visit, monitor and audit the host (Hospital) on the utilization of the hyperbaric chamber relative to *scuba diving patients*, to ensure compliance to agreed protocol as prescribed by the PCSSD Board.

### ARTICLE III: COMPLIANCE / TERMINATION

Should any of the parties fail or be unable to fulfill the terms of the agreement as indicated above, the other parties reserve the right to withdraw through a formal notice to the erring party. Any party may express the intent to rescind this contract by serving a written notice to all the parties, thirty (30) days prior to the date of the intended termination.

### ARTICLE IV. SHARING OF PROFITS

The rates of treatment in the hyperbaric chamber for non-dive related cases shall be determined and agreed by the parties, subject to regular review considering inflation, market conditions, among others. Net profit is defined as profit after deducting operating costs (personnel, utilities, supplies).

The percentage sharing shall be as follows:

	<b>TIEZA</b>	<b>Hospital</b>	<b>PCSSD</b>
First 5 years	80%	20%	Only for scuba
6-10 years	70%	30%	diving cases
11-15 years	60%	40%	(0%)
16years onwards	50%	50%	

For scuba diving cases, the PCSSD approved rates (2014-02) shall apply. The sharing shall be as follows, subject to changes as approved by the Board of Commissioners. However, in cases of permanent employees (doctors, nurses, tenders) of the host hospital, internal arrangements may be allowed.

Modification of rates are allowed.

	<b>PCSSD Accredited Divers</b>	<b>Non-Accredited Divers</b>
Host hospital	2,000.00	5,000.00
TIEZA	0.00	15,000.00
PCSSD	0.00	0.00
Doctor	8,000.00	8,000.00
Tenders (2)	<u>8,000.00</u>	<u>8,000.00</u>
	18,000.00	36,000.00

### ARTICLE V: ALLOCATION OF RISKS

Considering that TIEZA shall retain ownership over the hyperbaric chamber equipment as well as the structure that will house such equipment, TIEZA shall bear the burden of depreciation or the normal wear and tear, or if the equipment is lost, through the fault or negligence of the Hospital or any of its employees or agents, Hospital shall be responsible for the repair or replacement of the equipment and/or structure.

Loss or damage to life or property brought about by negligence in the operation of the hyperbaric chamber shall be the sole responsibility of the Hospital.

ROCHELO JOSE LITO D. PARAGAS  
For TIEZA

MARIA VICTORIA P. MANDIN  
For Hospital

BENITO C. BENGZON, JR.  
For PCSSD

*Comment: The government (Hospital) should not be liable for the loss/damage of a property. Damages/loss should pertain to individual liability.*

#### **ARTICLE VI: TAXES**

Value added taxes shall be incorporated in the published rates as agreed by parties. It is paid by clients. The Hospital shall collect and remit to the Bureau of Internal Revenues (BIR) as required by the rules and regulations of the latter.

Income taxes shall be borne by the concerned parties, unless it is exempt by law, and other legal document.

#### **ARTICLE VII: AGENCY**

Notwithstanding the establishment of a contractual joint venture among the parties, no principal-agent relationship shall exist among the parties with respect to any and all matters not directly connected with the proper operation of the hyperbaric chamber. Negligence of one party shall not be attributed to any other party.

#### **ARTICLE VIII: MISCELLANEOUS PROVISIONS**

1. This agreement is valid for twenty five (25) years, subject to review every five (5) years or as necessary upon written request of a party herein. Any proposal to amend the herein stipulated policies and procedures shall be subject to open discussion and deliberation of the parties.

2. The operation, management and maintenance of the hyperbaric chamber shall include the responsibility to ensure the availability of qualified medical doctors, nurses and tenders, medical supplies, air in tanks, and consumables at all times. Likewise, the proper maintenance of air-conditioning units, compressors; comfort rooms and building premises shall be assured.

*Comment: CHM cannot utilize government funds for the maintenance of the HB facility because the same is owned by another entity (TIEZA)*

~~3. The medical treatment of officials and uniformed personnel from the Armed Forces of the Philippines (AFP), the Philippine National Police (PNP), the Philippine Coast Guard (PCG), per medical doctor's advice and recommendation shall be free of charge.~~

3. The medical treatment of military officials and personnel from the Armed Forces of the Philippines (AFP) and their qualified dependents shall be free of charge, upon recommendation and referral from any AFP Military Treatment Facility. The same privilege shall be extended to uniformed members of the Philippine National Police (PNP) and Philippine Coast Guard (PCG) for emergency cases resulting from their performance of official duties.

*Comment: AFP personnel and their dependents should be accorded more privileges considering that AFP personnel and AFP property are being utilized for the operation of the HB Facility*

4. The medical treatment of indigent compression divers/fishermen upon the referral or endorsement of a medical doctor shall also be free-of-charge, subject to approved guidelines to be submitted to TIEZA prior to its implementation. The guidelines shall be reviewed periodically by both TIEZA and host hospital.

5. Indications approved by reputable International Hyperbaric organizations such as the Hyperbaric Oxygen Therapy Committee of the Undersea and Hyperbaric Medicine Society or UHMS, should be accepted provided that a medical doctor has referred such treatment through a medical prescription.

6. This agreement embodies the entire understanding of the parties, and the terms and conditions thereof shall be modified only upon the mutual agreement of the parties and approved or ratified by their respective Board of Directors.

7. If any provision of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect; and

8. The parties agree that all actions or proceedings in connection with this Agreement shall be filed, tried, and litigated in Metro Manila.

9. The TIEZA and PCSO hereby share the understanding that the Hyperbaric Chamber Facility is to be installed inside a military facility, hence, all matters pertaining to operations, shall be subject to camp security policies and procedures. Likewise, considering the nature of the property as a military reservation, the area where the facility shall be installed, shall immediately be vacated in case the same shall be utilized for national defense and security as determined by the Secretary of National Defense or the AFP Chief of Staff

10. This Memorandum of Agreement shall take effect upon approval of the the Secretary of National Defense.

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

**TOURISM INFRASTRUCTURE  
AND ENTERPRISE ZONE AUTHORITY**

**CAMP NAVARRO GENERAL HOSPITAL, HEALTH  
SERVICE CENTER – WESMIN, AFP HEALTH  
SERVICE COMMAND**

By

By

**POCHOLO JOSELITO D. PARAGAS**  
*Chief Operating Officer*

**LTC MARIA VICTORIA P AMIN DIN MC**  
*Commanding Officer*

**PHILIPPINE COMMISSION OF SPORTS SCUBA DIVING**

By

**USEC. BENITO C. BENGZON, JR.**  
*Officer-in-Charge*

**WITNESSES:**

**JETRO NICOLAS F. LOZADA**

**NOTED BY:**

**LTGEN NOEL S CLEMENT AFP**  
*Chief of Staff, AFP*



**SEC DELFIN N LORENZANA**  
Secretary of National Defense

REPUBLIC OF THE PHILIPPINES)  
S.S.

1. POCHOLO JOSELITO D. PARAGAS TIEZA ID No. 3268  
2. BENITO C. BENGZON, JR.  
3. LTC MARIA VICTORIA P MANDIN MC

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

Doc No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2019.

Good evening, pls refer to my comments and inputs, discuss the matter with the Camp Commander of Camp General Navarro. He must be involved when portion of military reservation is to be utilized by an outside party.

LTC BANSIG



**COMMANDER**  
**NAVAL FORCES WESTERN MINDANAO**  
Naval Station Romulo Espaldon  
Bagong Calarian, Zamboanga City


**SUBJECT:** Authorization to use the land for the proposed Installation of Multi-Place Hyperbaric Chamber at CNGH

**TO:** **Commander, Health Service Center-Western Mindanao**  
Camp Don Basilio Navarro, Upper Calarian, Zamboanga City  
(Attn: Commanding Officer, Camp Navarro General Hospital)

1. Reference: Letter request from Commander, HSC-WM dated 30 July 2018.

2. In connection with the above reference, be informed that your request to use the land for the proposed installation of Multi-Place Hyperbaric Chamber at existing basketball court in front of the Camp Navarro General Hospital of at least 400 square meters area is hereby **APPROVED**. Said area is available as per Proposed Master Development Plan of Naval Station Romulo Espaldon, Zamboanga City dated February 2016.

3. For information and reference.

  
**RENE V MEDINA**  
Rear Admiral, AFP

HEADQUARTERS-NORTH ATLANTIC COMMAND

Office of the Assistant Chief of Staff for Operations

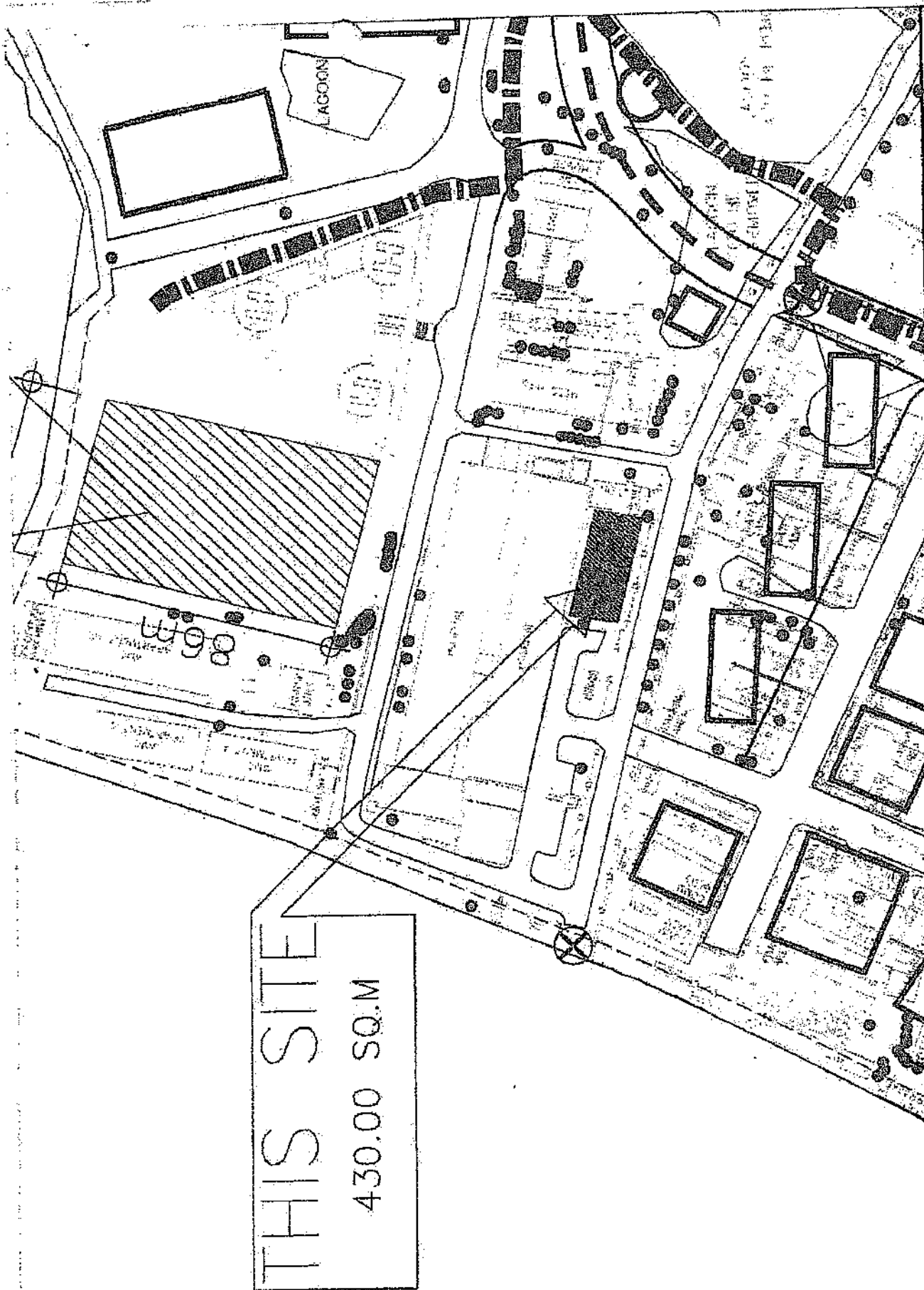
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	PHILIPPINE NAVY HEADQUARTERS NAVAL FORCES WESTERN MILEGANO OFFICE OF THE COMMAND ENGINEER BAGOONG CALABRIAN, ZAMBOANGA CITY		PROJECT TITLE: LOCATION OF PROPOSED TWO STOREY HOSPITAL		PREPARED BY HERNAN H CARVELI FIEA PN CAD OPERATOR	CHECKED BY MICHAEL C MOLINA LT COMMAND ENGINEER	RECOMMENDED BY RENATO R NATO CDR PN(CSC) COMMANDER	APPROVED BY RENE V MEDINA RADM COMMANDER	SIZE A4	SHEET NO. A4	SHEET CONTENT PROVISION
	LOCATION HERE BAGOONG CALABRIAN, ZAMBOANGA CITY										

PROPOSED PARK  
(RELAXATION SITE OF  
ALL MEMORIAL AND PUBLIC ARTS)

INDOOR FIRING RANGE

TEMPORARY HOLDING AREA  
(LAGOON TO BE REDEVELOPED AS  
HISTORIC SITE)

PROP. ELEVATED  
WATER TANK

CATCH  
WASTE WATER  
TREATMENT FACILITY

KW  
(VARIABLE TYPE)

FW  
(VARIABLE TYPE)

CS  
(VARIABLE TYPE)

IBN

WAREHOUSE

NAVY

BOAT HOUSE

SLEPWAY

THIS SITE

LOT AREA 430.60 SQ.M

INTEGRATED CHAPEL

NW

NE

TRANSFER NCEIS

TRANSFER NISC

MIDDLE

RE DESIGN TO PAF BASE OPERATION  
BUILDING

PCC

CONVERT TO LIAISON OFFICE

RECLAMATION

FORMER

OLD CLUB HOUSE CONVERT  
TO BASE OPS

STREAK WATER

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RETAILED POSITION  
OF QUARTERS

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FORTIFICATION

OPEN SPACE

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FORTIFICATION

Section 88 of said law provides that "The tract or tracts of land reserved under the provisions of section eighty-three shall be non-alienable and shall not be subject to occupation, entry, sale, lease, or other disposition until again declared alienable under the provisions of this Act or by proclamation of the President."


5. By virtue of Presidential Proclamation (PP) 121 s of 1936, parcels of land situated in Calarian, City of Zamboanga, Province of Zamboanga, which includes CNGH and its premises, were reserved for military purposes, and thus, fall within the ambit of CA 141. Perusal of the proposed MOA shows that the primary object of the establishment of HCS in the AFP-owned "vacant lot" in CNGH, Zamboanga City is to treat scuba diving-related medical conditions in support of, or to promote tourism industry in Zamboanga City, clearly one not for military purpose. Thus, absent any showing that such lot has already been declared by the President to be alienable, this Office is of the view that the same cannot be used for a non-military purpose as intended in the proposed MOA.

6. Nonetheless, a one (1)-year Revocable Permit for the temporary use of AFP real estate may be issued, subject to AFP's reserved right to terminate the agreement when deemed necessary for the best interest of the AFP. Thus, in order to avoid violation of CA 141, recommend that a Revocable Permit, in lieu of the proposed MOA, be executed in favor of TIEZA/PCSSD. The period of such Permit shall be limited to 1 year, subject to renewal upon mutual agreement of the parties.

7. For consideration.

  
SER-ME LAYUYAN  
BGEN AFP  
The Judge Advocate General

NOTED

  
EDGAR M. CARDINOZA  
Colonel PAF (GSC)  
Commander, AFPHSC