



Republic of the Philippines  
Department of Environment and Natural Resources  
**PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE**  
MIMAROPA Region

JUL 25 2023

**MEMORANDUM**

**FOR** : The Regional Executive Director  
DENR MIMAROPA Region  
1515 DENR By the Bay Building, Roxas Boulevard,  
Barangay 668, Ermita, Manila

**FROM** : The OIC, PENR Officer

**SUBJECT** : **MEMORANDUM OF AGREEMENT FOR INCLUSION  
OF AREAS TITLED TO TJ ENTERPRISES INC. UNDER  
PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)**

Respectfully forwarded is the Memorandum of Agreement for inclusion of areas titled to TJ Enterprises Inc. under Philippine Economic Zone Authority (PEZA) for review, comment and further instruction.

  
**ERNESTO E. TAÑADA**



LOCAL GOVERNMENT UNIT OF ABRA DE ILOG, represented by its Mayor, MARIA GLORIA M. CONSTANTINO, hereafter referred to as LGU Abra de Ilog, with office address at the Municipal Hall, Abra de Ilog, Occidental Mindoro.

NATIONAL COMMISSION ON INDIGENOUS PEOPLES (NCIP), represented by JULITO F. GARCIA, Provincial Officer, Occidental Mindoro, hereafter referred to as NCIP, with office address in Mamburao, Occidental Mindoro;

DEPARTMENT OF NATURAL RESOURCES -

DENR - [redacted] MIMAROPA, Region  
[redacted] represented by Felix S. Mirasol, Jr., hereafter referred to as  
1515 DENR By the Bay Building, Roxas Boulevard,  
Barangay 668, Ermita Manila

PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA), represented by LUDWIG O. DAZA, Department Manager, Ecozone Development Department, hereafter referred to as PEZA, with office address at Double Dragon Center West Building, DDI Meridian Park, Macapagal Blvd., Pasay City;

-and-

TJ ENTERPRISES INC. a company established under Philippines laws, represented by its President, DR. ANTHONY JOSE M. TAMAYO hereafter referred to as "TJ ENTERPRISES", with office address in \_\_\_\_\_

-WITNESSETH-

WHEREAS, it is the growth and development policy of the government to promote and establish economic zones in the Philippines to attract foreign investments and spur the economy;

WHEREAS, the Philippine Economic Zone Authority (PEZA) is the Philippine government agency tasked to extend assistance, register, grant incentives to and facilitate the business operations of investors in export-oriented manufacturing and service facilities inside selected areas throughout the country; PEZA also evaluates and approves the registration of the different types of economic zones and industries under the Strategic Investment Priority Plan (SIPP);

WHEREAS, the National Commission on Indigenous Peoples (NCIP) looks after the rights and welfare of Indigenous Peoples particularly their relations and affinity with their ancestral land;



WHEREAS, the Department of Environment and Natural Resources concerns itself with the protection, conservation and sustainable use, development and exploitation of our natural resources, in line with our national development goals;

WHEREAS, LGU Abra de Ilog's responsibility is to look after the general welfare and common good of its inhabitants, resources and make sure that its programs, projects and activities are aligned with its Vision and Mission and the Comprehensive Development Plan;

WHEREAS, the TJ ENTERPRISES is engaged in projects identified to be among the different types of economic zones registrable to Philippine Economic Zone Authority (PEZA) with a total of 230.82 hectares covered by TCT Nos. T-17763, T-17784, T-25474, 062-2017000532, 062-2017000526, 062-2017000531, 062-2017000530, 062-2017000529, 062-2017000528, 062-2017000527, CARP2016000171, CARP2016000172, CARP2016000173, CARP2016000174, CARP2017000129, CARP2017000126, CARP2017000135, CARP2017000128 and Tax Declaration Nos. 02-003026A, 02-003-0336A all located in Brgy. *Lumangbayan*, Abra de Ilog, Occidental Mindoro and another 2,000 hectares covered by Forest Land Grazing Management Agreement (FLGMA No. 12) located in Brgy. *Lumangbayan* and Brgy. *Udalo*, Abra de Ilog, Occidental Mindoro;

WHEREAS, the Agro-Industrial, Agro-Forestry and Eco-Tourism zones will generate foreign currency reserves and revenues for the host local government, provide employment and livelihood opportunities and stimulate the local economy;

NOW THEREFORE, subject to the conditions and stipulations contained herein the parties favorably endorse to PEZA and the Office of the President the creation of an agro-industrial, agro-forestry and eco-tourism, mixed economic zones in Abra de Ilog, Occidental Mindoro.

I. TERM OF EXISTENCE

The Economic Zone shall exist for an initial term of twenty-five (25) years, extendible for another term of twenty-five (25) years, with a review and validation after every five (5) years. Prior to renewal, there shall be an assessment by the parties herein and their new representatives to determine whether to extend the economic zone for another term.

II. RIGHTS OF THE MANGYAN COMMUNITIES

The rights, practices, traditions, and culture of the *Mangyan* communities, including their Ancestral Domain Sustainable Development Protection Plan (ADSDPP) in the area covered by CADC-FLGMA No. 12, shall be respected. As to the occupation of ancestral lands, they shall be consulted, and issues regarding encroachment or utilization of their lands shall be resolved according to NCIP procedures. They shall have access to rivers, springs, falls and other water sources on FLGMA No. 12 and passage through the property.

III. IMPROVEMENTS, INFRASTRUCTURE AND BUILT-UP AREAS



Consistent with the recommendation of the DENR, processing plants, factories, facilities, buildings, and other infrastructure shall be constructed only on the two hundred (200) hectares titled property of the UPHSD, TJ Enterprises sister company.

#### IV. PROTECTION AND PRESERVATION OF WATERSHED AREAS

In line with the Vision and Mission of LGU Abra de Ilog, expressed in its Comprehensive Land and Water Use Plan, all locators and businesses within the proposed Economic Zone shall be those with consistent and aligned objectives for the protection and preservation of natural resources. They should be engaged in sustainable forest products production and management programs, eco-tourism, and other environment-friendly enterprise.

No exploration, mining and other extractive activities is permitted within Abra de Ilog. The existing forest cover shall be maintained and according to LGU-ADI and the DENR's mandate, all watershed areas in FLGMA No. 12 including its buffer zones and its natural ecosystems shall be left undisturbed and excluded from any modification or exploitation.

#### V. ECONOMIC ZONE USE OF FLGMA NO. 12

The 2,000-hectare forest land presently FLGMA No. 12 leased by TJ Enterprises shall be devoted to tree plantation, timber production and as source of raw materials for wood and paper product manufacturing, and for grazing and pasture of cows, goats, and livestock. The area is cited as a potential eco-tourism destination for its raw and natural beauty and for exploration of lush and diverse ecology. However, the biophysical features of the leased area shall be left unharmed and undisturbed.

#### VI. NON-PERMANENT STRUCTURES ON FLGMA NO. 12

As an exception to the no build policy on the FLGMA No. 12, access using trails, dirt and gravel roads may be allowed to the plantation and eco-tourism sites. Non-permanent structures may also be constructed, purposely for support facilities such as storage sheds, toilets, view decks, staging areas, emergency medical facility, refreshments, souvenir huts, and the like. As far as practicable, to blend with nature and the landscape, native and indigenous materials shall be used to erect these sturdy but non-permanent structures.

The construction of these provisional infrastructure may proceed only with prior consultation and approval from the parties to this MOA, upon submission of a site development plan with the proposed trail or access route alignment, non-permanent buildings' program of works, work and financial plan and detailed engineering designs.

#### VII. ACCESS TO THE LEASED PREMISES

Subject to reasonable restrictions - to be determined jointly by the parties herein, the general public shall enjoy access to the leased premises forest cover and canopy, its



...compliance with the terms of this  
the pertinent environmental laws and regulations, and observance of  
public health and safety protocols and national security concerns.

### III. RESPONSIBILITY OF THE LGU – ABRA DE ILOG

- a. Process the needed permits, clearances and application;
- b. Endorse the PEZA Application of proponent;
- c. Ensure peaceful, continuous and convenient occupation of locators in the economic zone;
- d. Provide access to sanitation, emergency, health, social services and disaster response services;
- e. Monitor TJE Inc.'s compliance with environmental, health, labor, pollution control laws, orders, and other relevant statutes; and
- f. Assess and collect its share from the operations of the proponent and all locators in the economic zone.

### IX. RESPONSIBILITY OF TJ ENTERPRISES, INC.

- a. Within six (6) months from the signing of this MOA, prepare and the project proposal, submit site development plan, work and financial plan and other requirements;
- b. Apply for and secure the necessary Environmental Impact Assessment and Study (EIA/EIS), Environmental Compliance Certificate (ECC), permits, licenses, clearances and other requirements from LGU and other government agencies;
- c. Establish sewerage, canals, road network, power distribution lines, parks and open spaces, recreational areas and other necessary installations and infra within Economic Zone in titled property;
- d. Protect and preserve the watershed and other ecological features within the 2,000 hectare (FLGMA No. 12) forest-production, eco-tourism area economic zone;
- e. Screen and prevent enterprises with mineral, exploration, mining and extracting intentions from locating in the economic zone;
- f. Ensure faithful compliance with the terms of this MOA and all environmental laws and issuances; and
- g. Perform other tasks as may be assigned by law, regulations, or orders from government agencies.

### X. RESPONSIBILITY OF DENR PENRO

- a. Recommend and introduce sound, efficient and environmentally sustainable procedures and technology to optimize timber and other forest commodities production, and ecological balance;



XI.

## RESPONSIBILITY OF PEZA

- a. Conduct a survey of the physical, natural assets and potentialities of the economic zone;
- b. Evaluate and subject TJE Inc.'s application to a feasibility study;
- c. Promote and market the economic zone to prospective locators;
- d. Assess and monitor TJE Inc.'s compliance with this MOA and all PEZA administered laws and regulations, including proper accounting and allocation of shares and income due to the national, local governments, IP communities, from the operations of the economic zone.
- e. Encourage and provide incentives and facilitate private sector participation in the construction and operation of the public utilities and infrastructure in the economic zone, under the Build-Operate-Transfer law.

XII.

## RESPONSIBILITY OF NCIP

- a. Evaluate impact of eco-zone establishment on affected IP communities;
- b. Recommend intervention measures or mechanisms for optimum blending of the eco-zone with the IP communities and their ancestral domain;
- c. Facilitate the FPIC process and other NCIP administered procedural requirements for acceptability of eco-zone activities to the IP communities and seek benefits they may derive from its operations; and
- d. Assist the IP communities and the LGU-Abra de Ilog Office of the Mangyan Affairs (OMA) in the formulation and updating of the ADSDPP and ensure the inclusion and harmonization of TJ Enterprises, Inc.'s Development Plan with the ADSDPP.

XIII.

## NON-COMPLIANCE

In case of breach in any obligations by TJ Enterprises, its representatives, agents, assigns of the terms in this MOA, PEZA guidelines, environmental laws, IP rights, ordinances and other statutes, the violation shall be brought to the attention of TJ Enterprises for rectification. The latter shall timely remedy the situation. Failure to comply within a reasonable period shall be cause to refer the matter to the appropriate grievance procedure mechanism with the PEZA, the NCIP, the DENR or other government agency, or the courts for proper legal redress.

XIV.

## OTHER MATTERS, NON-EXCLUSIVITY

All the relevant laws, orders, rules, memos, proclamations, EOs, and ordinances although not mentioned shall be deemed written and included in this MOA. The contents of this MOA shall by no means be exclusive and as the years pass and the



economic zone experience enriches, the parties may add, amend, modify, or revise the same as they deem fit.

IN WITNESS WHEREOF, the parties have hereunto signed this Memorandum of Agreement this \_\_\_\_ day of July 2023 in Abra de Ilog, Occidental Mindoro (or in Perpetual)

**MARIA GLORIA M. CONSTANTINO**  
Mayor, Abra de Ilog

**DR. ANTHONY JOSE M. TAMAYO**  
President, TJ ENTERPRISES INC.

**JULITO F. GARCIA**  
Provincial Director  
NCIP Occidental Mindoro

**FELIX S. MIRASOL, JR.**  
DIC Regional Executive Director  
DENR - **MIMAROPA** Region

**LUDWIG O. DAZA**  
Department Head  
Ecozone Development Department  
PEZA

SIGNED IN THE PRESENCE OF:

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