



Republic of the Philippines  
**PROVINCE OF ZAMBOANGA DEL NORTE**  
Municipality of Siayan



**OFFICE OF THE SANGGUNIANG BAYAN**

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 17<sup>TH</sup> DAY OF FEBRUARY, 2025.

**PRESENT:**

Hon. Josecor S. Gepolongca, Presiding Officer,  
Hon. Daisy A. Limbang, Majority Floor Leader,  
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader,  
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore,  
Hon. Roel J. Pabiran,  
Hon. Rey L. Anugon,  
Hon. Wencito B. Intoy,  
Hon. Billynel C. Catig,  
Hon. Estrella S. Zapatos, Minority Floor Leader,  
Hon. Maria Gina Z. Atay, LIGA President,  
Hon. Dave F. Labadlabad, SK Fed. President,  
Hon. Johnny C. Anugon, Sr. IPMR,

Municipal Vice Mayor  
Sangguniang Bayan Member

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**ABSENT:**

None

**"RESOLUTION NO. 023  
Series of 2025**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH LAND BANK OF THE PHILIPPINES (LBP), SINDANGAN BRANCH, REPRESENTED BY ITS BRANCH HEAD, SUSAN R. ISAGAN, FOR THE OPERATION OF THE LANDBANK LINK. BIZPORTAL.

WHEREAS, the terms and conditions of both parties are stipulated in the Memorandum of Agreement (MOA);

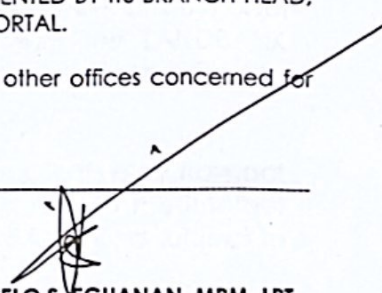
WHEREFORE, premised of the foregoing consideration and on motion of Hon. Raul P. Dominise, duly seconded by Hon. Dave and Hon. Wilfredo A. Siasico, it was

RESOLVED, as this body hereby resolved by AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH LAND BANK OF THE PHILIPPINES (LBP), SINDANGAN BRANCH, REPRESENTED BY ITS BRANCH HEAD, SUSAN R. ISAGAN, FOR THE OPERATION OF THE LANDBANK LINK. BIZPORTAL.

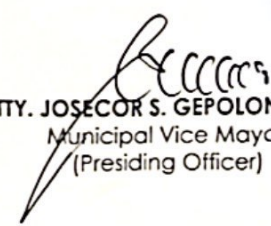
RESOLVED FINALLY, to furnish copies of this resolution to all other offices concerned for information and appropriated action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the above-quoted resolution.

  
**MARCELO S. EGUANAN, MPM, LPT**  
Secretary to the Sangguniang Bayan

CERTIFIED CORRECT  
AS TO ITS PASSAGE:

  
**ATTY. JOSECOR S. GEPOLONGCA**  
Municipal Vice Mayor  
(Presiding Officer)



## MEMORANDUM OF AGREEMENT LANDBANK LINK.BIZPORTAL

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**THE MUNICIPAL GOVERNMENT OF SIAYAN, ZAMBOANGA DEL NORTE**, with principal office address at Siayan, Zamboanga del Norte, represented herein by its **Municipal Mayor Hon. Alberto J. Bongcawel**, as evidenced by the (SB Resolution No.23 Series of 2025 attached as Annex "A", hereafter referred to as "**LGU-Siayan**"

- and -

**LANDBANK OF THE PHILIPPINES**, a government financial institution created and existing under and by virtue of the provisions of Republic Act No. 3844, as amended, with principal office address at 1598 M. H. del Pilar cor. Dr. J. Quintos Sts., Malate, Manila, represented herein by its President and Chief Executive Officer, **LYNETTE V. ORTIZ**, through his/her duly authorized representative, Sindangan Branch Head **SUSAN R. ISAGAN**, as evidenced by the Secretary's Certificate attached as Annex "B", hereinafter referred to as "**LANDBANK**"

**LGU Siayan** and **LANDBANK** shall be referred to individually as "Party" and collectively as "Parties".)

### WITNESSETH THAT:

**WHEREAS**, the **LGU Siayan**, pursuant to the provisions of Republic Act No. 8792, otherwise known as the "Electronic Commerce Act of 2000," is currently undertaking the modernization of its facility to provide fast and efficient alternative payment collection services to its clientele;

**WHEREAS**, **LANDBANK** designed and operated the **LANDBANK Link.BizPortal** to allow partner-merchants' clients to directly transact with the **LANDBANK** payment gateway or allow partner-merchants to directly interface with the **LANDBANK** payment gateway, whichever is applicable;

**WHEREAS**, under **LANDBANK Link.BizPortal**, **LGU Siayan** clients may transact business and/or pay their monetary obligations to **LGU Siayan** via the internet using any of the ePayment models being offered by **LANDBANK**, and subject to the terms and conditions appurtenant thereto;

**WHEREAS**, **LGU Siayan** agrees to enter into direct agreement with **LANDBANK's** Payment Service Provider (PSP) to avail of the ePayment models offered by **LANDBANK**, as applicable;



**WHEREAS, LANDBANK** has been chosen as the sole depository and financial settlement bank of **LGU Slayan** for Link.BizPortal transactions, subject to the following conditions mutually agreed upon by the **PARTIES**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants stipulated herein, the **PARTIES** hereby agree as follows:

**1. OBLIGATIONS OF LANDBANK**

1.1 Provide the LANDBANK Link.BizPortal to be directly transacted by the **(MERCHANT)** clients or to interface, if applicable, with **LGU Slayan's** web application and be able to perform the following:

1.1.1 Online Payment by **LANDBANK** and **LGU Slayan** Clients –

1.1.1.1 The LANDBANK Link.BizPortal shall be made accessible to the clients of both **LGU Slayan** and **LANDBANK** through the web and be able to allow said clients to pay their transactional fees and charges assessed online/manually by **LGU Slayan**;

1.1.1.2 The LANDBANK Link.BizPortal shall be available to cardholders/clients maintaining a Philippine Peso account either with LANDBANK or other banks, or other accredited payment centers;

1.1.1.3 The LANDBANK Link.BizPortal shall issue a Payment Confirmation Slip as proof of debit to account or an Electronic Official Receipt (eOR) as proof of payment, if available from the **LGU Slayan**; and

1.1.1.4 The LANDBANK Link.BizPortal shall likewise allow the clients of **LGU Slayan** and **LANDBANK** to print copy/ies of the aforementioned slips/receipts relating to their online transactions.

1.1.2 Inquiry by **LGU SIAYAN**

1.1.2.1 The LANDBANK Link.BizPortal shall provide information on the number and total amount of transactions/collections per day in accordance with the Report Format provided in the Merchant Payment Inquiry (MPI) Module.

1.2 Adopt the design and integrate the look and feel of the ePayment website as defined by LANDBANK in accordance with the Report Format similar to Merchant Payment Inquiry (MPI) screen;

1.3 Ensure that necessary LANDBANK Link.BizPortal security is in place;

1.4 Coordinate with the **LGU Slayan** for the connectivity, user acceptance, and pilot testing, and full implementation of the LANDBANK Link.BizPortal project where **LANDBANK** is involved;



- 1.5 Allow the **LGU Slayan** to put the LANDBANK Link.BizPortal link/URL on its website;
- 1.6 Collect, in accordance with standard business practices and as agreed upon by the **PARTIES**, reasonable transaction fees for both the existing and new payment options from the **LGU Slayan** clients to recover the cost of the implementation of the LANDBANK Link.BizPortal enhancements on the use of various payment options, as follows:

PAYMENT OPTION	TRANSACTION AMOUNT	TRANSACTION FEE/MERCHANT DISCOUNT RATE (MDR)
LANDBANK ATM/Visa Debit Cards	No limit	P7.00
Banc Net-Member Bank ATM/Debit Cards	No limit	P17.00
Cash Payment and e-Wallets (GCash, Maya, Shopee Pay and GrapPay)	No limit	P30.00
PESONet	No limit	P17.00
*GPAP Credit Card Payment (Visa, Mastercard and JCB).	P1,000.00 and below	P30.00
	Above P1,000.00	• Minimum MDR of 3.0%, if merchant is not tax-exempt.

\* Required Monthly Sales (RMS) volume of P500,000.00, otherwise a Monthly Maintenance and Licensing Fee per Merchant ID of P2,000.00 per month in case the Merchant did not meet the RMS.

Any changes in the payment options and transaction fees shall be subject to the agreement of both **PARTIES**.

- 1.7 Provide the **LGU Slayan** with the required reports and/or documentation as may be agreed upon by the **PARTIES**; and
- 1.8 Refer to **LGU Slayan** any disputed transaction by the client and provide related information as necessary.

## 2. OBLIGATIONS OF LGU SIAYAN

- 2.1 Ensure the availability of its internet facility to **LANDBANK**;
- 2.2 Provide relevant information, data, and/or technical support during the pre-implementation stage up to the full implementation stage of the LANDBANK Link.BizPortal;
- 2.3 Undertake to define and design the look and feel of the website in accordance with its corporate communications and marketing guidelines;



- 2.4 Commit to undertake the following:
- 2.4.1 To designate **LANDBANK** as the sole depository and financial settlement bank and all of its offices under its jurisdiction;
  - 2.4.2 Assist **LANDBANK** in providing information to **LGU Slayan** clients the appropriate transaction fees that **LANDBANK** may rightfully impose on said clients' ePayment transactions; and
  - 2.4.3 Submit additional documentary requirements as deemed necessary by Payment Service Providers (PSP) for the use of other internet payment gateways.
- 2.5 Responsible for the delivery of the products or provision of the services that are the subject of the transaction of the client with the **LGU Slayan**; and
- 2.6 Resolve any disputed transaction wherein:
- 2.6.1 The client disputes the nature, quality, use or fitness of the goods sold and/or services entered under the transaction, or alleges that the **LGU Slayan** has breached the terms of the contract of sale or service entered into between the **LGU Slayan** and the client or any representation or warranty made by the **LGU Slayan** to the client; and
  - 2.6.2 The client disputes or denies that the transaction was effected by him or the contract of sale or service with the **LGU Slayan** was entered into by him or delivery of the goods sold and/or performance of the services rendered under the transaction was received by him.
- 2.7 Adhere to the Minimum Guaranteed Transaction (MGT) requirement per year as follows:
- 2.7.1 Zero transactions for the first year.
  - 2.7.2 At least 50 transactions for the second year.
  - 2.7.3 At least 100 transactions for the third year.

### 3. OBLIGATIONS OF BOTH PARTIES

- 3.1 The **PARTIES** shall jointly formulate and abide by the guidelines and procedures in the implementation of the **LANDBANK Link.BizPortal**, which shall be supplementary to this Agreement and form an integral part hereof, as applicable;
- 3.2 The **PARTIES** shall put in place and maintain throughout the Project a mechanism for ongoing consultation between the representative/s of both **PARTIES** on the progress, implementation, and other issues which may arise in connection with the **LANDBANK Link.BizPortal** and the terms and conditions of this Agreement; and



- 3.3 All rights, determinations, discretions, or approvals that may be provided for in this Agreement shall be reasonably exercised in good faith and shall not be unreasonably withheld by any of the **PARTIES**.
- 3.4 *(include this provision only if the Merchant is a private entity authorized to perform governmental functions)* The **PARTIES** shall follow the prescribed policies and guidelines pursuant to the Commission on Audit (COA) Circular No. 2021-014 dated 22 December 2021 in the adoption of Electronic Payment and Collection System (EPCS) in the government transactions in bringing about more efficient and effective payment and collection services for transacting clients and government offices. The **PARTIES** shall also comply with Annexes A to H of the said COA Circular.

#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall take effect upon the signing of the **PARTIES** and shall continue to be in full force and effect until mutually terminated by the **PARTIES**.
- 4.2 Upon termination of this Agreement, any supplementary agreement shall also be deemed terminated.
- 4.3 This Agreement may be terminated on any of the following events of default:
- 4.3.1 Upon occurrence of any of the following events of default:
- 4.3.1.1 The failure of the **PARTY** to perform any of its obligations pursuant to the terms of this Agreement without fault or negligence on the part of the innocent **PARTY**; or
- 4.3.1.2 Any misrepresentation of a **PARTY**; or
- 4.3.1.3 Continuing or repeated non-compliance, willful violation, or non-performance of the terms and conditions hereof, which is hereby deemed a material breach of this Agreement.

In such cases, the innocent **PARTY** shall have a right to terminate this Agreement by giving thirty (30) days prior written notice to the **PARTY** at fault. During the period of the thirty (30) days prior to the intended date of termination, the **PARTY** at fault may prevent the termination of the Agreement by curing the events or causes of default.

- 4.3.2 Upon modification resulting in inconsistencies to the provisions of this Agreement and the intention of the **PARTIES**, revocation, or substitution with the written and mutual agreement of the **PARTIES** hereto; and



4.3.3 Upon the mutual written agreement of the **PARTIES** for any valid cause such as, but not limited to:

4.3.3.1 prohibition by laws, rules, and regulations;

4.3.3.2 bankruptcy, dissolution, or cessation of operation by any **PARTY**;

4.3.3.3 other analogous cases as maybe determined valid by the **PARTIES**.

4.4 Notwithstanding the foregoing, any delay in or failure of performance by either **PARTY** of its obligation under this Agreement shall not constitute default or give rise to any right to terminate this Agreement if, and to the extent that, such delay or failure is caused by *force majeure* or *fortuitous event* that is beyond the reasonable control of such **PARTY**, including, but not limited to the following: acts of God; compliance with any order of any governmental authority; acts of war, rebellion, insurrection, riots or sabotage; breakdowns; epidemics; or any other case. Provided that the **PARTY** encountering the circumstances shall, without delay, provide the other **PARTY** with detailed information of the events constituting *force majeure* or *fortuitous event*.

However, such occurrence or causes affecting the performance of either **PARTY** shall not relieve the **PARTY** at default of liability in the event of its concurring negligence, or in the event of its failure to exercise due diligence to avoid or to remedy the situation.

Upon consultation, both **PARTIES** shall, decide whether to terminate this Agreement, or to exempt, defer, or suspend the performance of part of obligations of either **PARTY**. Such decision shall be in writing and signed by their respective representatives.

4.5 The termination of this Agreement shall be without prejudice to the liabilities incurred by each **PARTY** before the termination.

## 5. CONFIDENTIALITY

5.1 The **PARTIES** mutually agree that it will hold any confidential information in strict confidence including personal information pursuant to Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012. Under the terms of confidentiality, the **PARTIES** agree that any such information will be treated with the utmost confidentiality, and that the **PARTIES** and their employees/representatives will use reasonable efforts to protect such information in their possession against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing. The **PARTIES** agree that such information shall not be disclosed to third **PARTIES** without the prior written consent of the other **PARTY**, and that each **PARTY** will exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose,



or disseminate. This obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement;

- 5.2 In accordance with R.A. 10173 (Data Privacy Act), **PARTIES** shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times; and
- 5.3 Any information received by either **PARTY** shall not be considered as confidential information if:
- 5.3.1 It has been published or is otherwise readily available to the public other than by a breach of this Agreement;
- 5.3.2 Which may now or hereafter come into public knowledge otherwise than as a result of a breach of an undertaking of confidentiality, or which is obtainable with no more than reasonable diligence from sources other than any of the **PARTIES** hereto;
- 5.3.3 Which is required by law to be disclosed to any person who is authorized by law to receive the same;
- 5.3.4 To a court, arbitrator or administrative tribunal, the course of proceedings before it to which the disclosing **PARTY** is a **PARTY**; and
- 5.3.5 It was known to the receiving **PARTY** prior to its first receipt by such **PARTY**, shown by files existing at the time of initial disclosure.
- 5.4 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made, unless prior thereto all **PARTIES** have been furnished a copy thereof and have approved the same.

## 6. LIMITATION OF LIABILITY

The **PARTIES** shall hold each other free from any damage and or liability that may arise from or occasioned by the exercise of their rights and obligations under this Agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a **PARTY** or any of its officers, representatives or employees. The **PARTIES** further hold each other free and harmless from any claim or demand brought by their employees, agents, representatives, sub-contractors, clients, or other third persons arising from or related to non-payment of any obligation contracted by either **PARTY** in connection with the services or obligations undertaken pursuant to this Agreement.



## GENERAL PROVISIONS

- 7.1 *Amendment.* Any amendments or additional terms and conditions to this Agreement must be in writing, signed, and acknowledged by the **PARTIES**.
- 7.2 *Review.* This Agreement shall be subject to a yearly review by the **PARTIES** for the purpose of determining necessary amendments or the continued effectivity hereof.
- 7.3 *Severability.* If any provision of this Agreement is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions shall be unaffected.
- 7.4 *Effect of Waiver.* An effective waiver under this Agreement must be in writing signed by the **PARTY** waiving its right. A waiver by either of the **PARTIES** of any instance of the other's non-compliance with any obligation or responsibility under this Agreement shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time. All rights and remedies existing under this Agreement are cumulative, and not exclusive of, any rights or remedies otherwise available.
- 7.5 *Venue of Action.* The **PARTIES** shall endeavor in good faith to settle any claim, dispute or controversy through compromise or amicable settlement. However, in the event that the **PARTIES** fail to reach any settlement within a reasonable period, all claims, disputes, and controversies arising from or relating to this Agreement shall be brought before the proper courts of the City of Manila to the exclusion of all other courts.
- 7.6 *Assignment.* A **PARTY** shall not assign, transfer or encumber its right, title and/or obligation under this Agreement without the other's prior written consent, which shall not be unreasonably withheld, and no right, title, interest and/or obligation herein shall be conferred on or vested in any **PARTY** without said written consent. It is understood that no assignment shall release the assigning **PARTY** from any of its obligations hereunder.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 *Authority.* Each **PARTY** represents and warrants that it has taken all appropriate and necessary corporate actions to authorize the execution and delivery of this Agreement, and to perform and be bound by the terms and conditions hereof.
- 8.2 *Indemnity.* The **LGU Slayan** shall defend, indemnify, and hold **LANDBANK**, its officers, representatives, and employees, free and harmless from and against all claims, damages, liabilities and costs of every kind and character resulting from or relating to the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant, or obligation of the **MERCHANT**.



8.3 *Further Assistance.* Subject to the terms and conditions herein provided, each of the **PARTIES** shall use its best efforts to take such action and execute and deliver such additional documents and instruments as may be reasonably requested or necessary to carry out the intents and purposes of this Agreement.

**IN WITNESS WHEREOF, the PARTIES,** through their authorized representatives have hereunto signed this instrument this \_\_\_\_ day of \_\_\_\_, 2025 at \_\_\_\_\_, Philippines.

**MUNICIPALITY OF SIAYAN**

By:

**ALBERTO J. BONGCAWEL**  
City/Municipal Mayor

Date: \_\_\_\_\_

**LAND BANK OF THE PHILIPPINES**

By:

**SUSAN R. ISAGAN**  
Head, Sindangan Branch

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_