



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



OFFICE OF THE SANGGUNIANG BAYAN

APPROVED RESOLUTION OF THE **REGULAR SESSION** OF THE SANGGUNIANG BAYAN OF SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 4th DAY, OF MARCH 2024

PRESENT:

Hon. Joseller S. Gepolongca,  
Hon. Raul P. Dominis, Presiding Officer Protempore  
Hon. Daisy A. Limbang, Majority Floor Leader,  
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader,  
Hon. Roel J. Pabiran  
Hon. Rey L. Anugon,  
Hon. Wencito B. Intoy  
Hon. Billynel C. Catig  
Hon. Estrella S. Zapatos,  
Hon. Maria Gina Z. Atay, LNB Pres.  
Hon. Dave F. Labadlabad, SK Fed. Pres.  
Hon. Johnny C. Anugon, IPMR

Mun. Vice Mayor, Presiding Officer  
Sangguniang Bayan Member

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ABSENT: None

**RESOLUTION NO. 027**

Series of 2024

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY HON. MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF TRADE AND INDUSTRY (DTI) REGION IX (ZAMBOANGA PENINSULA) REPRESENTED BY ITS REGIONAL DIRECTOR ENGR, AL-ZAMIR I. LIPAE FOR THE OPERATION OF NEGOSYO CENTER IN THIS MUNICIPALITY.**

**WHEREAS**, RA 10644; AN ACT PROMOTING JOB GENERATION AND INCLUSIVE GROWTH THROUGH THE DEVELOPMENT OF MICRO GROWTH OF MICRO, SMALL AND MEDIUM ENTERPRISE KNOWN AS "GO NEGOSYO ACT" HAS BEEN APPROVED AND ITS IRR THRU ADMINISTRATIVE ORDER NO. 14-5 WAY BACK DEC. 19 2014;

**WHEREAS**, ITS AIM TO FOSTER NATIONAL DEVELOPMENT PROMOTE INCLUSIVE GROWTH, REDUCE POVERTY BY ENCOURAGING THE ESTABLISHMENT OF MICRO, SMALL AND MEDIUM ENTERPRISES THAT FACILITATE LOCAL JOB CREATION PRODUCTION AND TRADE AND BRING GOVERNMENT SERVICES CLOSER TO SMALL BUSINESSES THROUGH ESTABLISHMENT OF NEGOSYO CENTERS IN PROVINCES, MUNICIPALITIES IN THE COUNTRY;

**WHEREAS**, GO NEGOSYO ACT MANDATES THE NEGOSYO CENTERS WHICH WILL BE DIRECTLY SUPERVISED BY DTI;

**WHEREAS**, LGU- SIAYAN IS WILLING TO TIE UP WITH NEGOSYO CENTER TO PROVIDE EXPERT ADVICE TO MICRO SMALL MEDIUM ENTERPRISES;

**WHEREFORE**, PREMISE CONSIDERED HENCE ON MOTION ON HON. DAISY A. LIMBANG DULY SECONDED BY HON. ESTRELLA S. ZAPATOS, IT WAS

RESOLVED AS THIS BODY HEREBY RESOLVE AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY HON. MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF TRADE AND INDUSTRY (DTI) REGION IX (ZAMBOANGA PENINSULA) REPRESENTED BY ITS REGIONAL DIRECTOR ENGR, AL-ZAMIR I. LIPAE FOR THE OPERATION OF NEGOSYO CENTER IN THIS MUNICIPALITY.

**RESOLVED FINALLY** to furnish copies of this resolution to concerned offices for information and appropriate action.

CARRIED UNANIMOUSLY.

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

  
**WILFREDO O. DOMPALES**  
Sangguniang Bayan Secretary

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

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



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The **DEPARTMENT OF TRADE AND INDUSTRY- Region IX (Zamboanga Peninsula)**, a government agency organized and existing under the laws of the Republic of the Philippines, with office address located at 2<sup>nd</sup> Flr. David Walstrom Bldg., ADZU Lantaka Campus, NS Valderosa St., Zamboanga City, herein represented by its **Regional Director, ENGR. AL-ZAMIR I. LIPAE**, of legal age, Single, Filipino, a resident of Zamboanga City, and hereinafter referred to as "**DTI-IX**";

-and-

The **Municipal Government of Siayan**, a government institution/office duly organized and existing under Philippine laws, with principal office address located at Siayan, Zamboanga del Norte, represented herein by its **Municipal Mayor, HON. ALBERTO J. BONGCAWEL**, of legal age, Filipino, and a resident of Siayan, Zamboanga del Norte, and herein referred to as "**LGU-SIAYAN**";

### WITNESSETH-That:

**WHEREAS**, the Republic Act No. 10644: An Act Promoting Job Generation and Inclusive Growth through the Development of Micro, Small, and Medium Enterprise, otherwise known as the "**Go Negosyo Act**", has been approved on 15 July 2014 and its Implementing Rules and Regulations, through Department Administrative Order No. 14-5, on 19 December 2014;

**WHEREAS**, the approval of the "**Go Negosyo Act**" aims to foster national development, promote inclusive growth, reduce poverty by encouraging the establishment of micro, small, and medium enterprises (MSMEs) that facilitate local job creation, production and trade, and bring government services closer to small businesses through the establishment of Negosyo Centers in all the provinces, cities, and municipalities in the country;

**WHEREAS**, through the "**Go Negosyo Act**", the Department of Trade and Industry (DTI), with the support of LGU's and other government agencies, expects to further boost its assistance to micro, small, and medium enterprises (MSMEs) to grow and flourish and intensify the promotion of entrepreneurship in the country;

**WHEREAS**, the "**Go Negosyo Act**" mandates the creation of Negosyo Centers which would be directly supervised by the DTI in every province, city, and municipality nationwide. These centers would ease the process of starting up and registering small businesses;

**WHEREAS**, the Negosyo Centers would facilitate development programs as well as provide support for business conceptualizations, management, team building, marketing, human resources and many other aspects of maintaining businesses;

**WHEREAS**, the **LGU-SIAYAN** has signified its intention to cooperate and provide the needed support, personnel, space, and physical facilities to the Negosyo Center in its aspiration to make needed services available to the populace;

**WHEREAS**, the **LGU-SIAYAN** can be a source/s of competent technical expertise to accelerate the implementation of the program;

**WHEREAS**, the **LGU-SIAYAN** is willing to tie up with the Negosyo Center to provide technical and expert advice to the MSMEs;

**WHEREAS**, the **LGU-SIAYAN** has the technical and professional expertise in any or all of the following areas:

1. Business Registration Assistance;
2. Business Advisory;
3. Business Information and Advocacy;
4. Product Development;
5. Trade Promotion;
6. Financing Facilitation;
7. Investment Promotion; and
8. Other related services.

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants herein below set forth, the **PARTIES** bind themselves and agree as follows:

## **ARTICLE I**

### **THE PROGRAM**

The Negosyo Center's vision is to nurture the growth of MSMEs by creating an appealing framework to address the challenges our MSMEs encounter in doing business. It further aims to alleviate the disadvantages encountered by MSMEs by offering various technical services that promote innovation and entrepreneurship.

## **ARTICLE II**

### **OBJECTIVES OF THE PROGRAM**

The program aims to achieve the following objectives:

1. To provide technical expertise and services to accelerate development of MSMEs;
2. To build competencies of MSMEs;
3. To access technical advice through coaching session;
4. To improve managerial skills and enhance entrepreneurial behavior; and
5. To develop a more dynamic, competitive, and sustainable MSMEs.

## **ARTICLE III**

### **ROLES AND RESPONSIBILITIES**

The **DTI-IX** shall:

#### **A. Public-Private Partnership.**

1. Manage and coordinate linkages with existing and prospective PROJECT PARTNERS;
2. Provide, when necessary, additional technical support for capacitating the "PROJECT PARTNERS", including prospective partners, to sustainably manage and operate the Center in accordance with the objectives of the "Negosyo Center"; and



3. Identify business development service (BDS) providers which will augment the delivery of the four outcome portfolios of MSME Development, that is, Access to Market (A2M), Access to Finance (A2F), Productivity and Efficiency (P&E), and Business Investment Enabling Environment (BIEE).
- B. Staff Complement. Assign staff to permanently man or operationalize the center and provide business consultancy services to MSME-clients;
- C. Operations.
1. Prepare and approve a Manual of Operations which shall include, among others, the organizational/functional/structure of the center, procedure for accessing the services of the Center, business plan, communications plan to promote the use of the facility and reportorial requirements;
  2. Establish a databank which shall be a source of information necessary for market linkage, facilitation, project monitoring, research and policy studies, and information campaigns;
  3. Promote the services of the center;
  4. Propose and organize calendar of events for the center;
  5. Monitor and evaluate the operations of the center, particularly in terms of number of MSMEs assisted;
  6. Provide the needed furniture, fixture, and equipment; and
  7. Set up the Negosyo Center following the prescribed "one look" design.

The **LGU-SIAYAN** shall:

- A. Venue of the Negosyo Center. Provide and make available a space for the Negosyo Center in order to accommodate the following minimum amenities and size of office spaces required for its operation:
  1. Receiving/Reception Area – a space for the receiving counter, computers for on-line research and access to e-library; lounge; shelves for information materials such as books, magazines, promo materials; and product samples;
  2. Working Area – enough space for at least two (2) desks, or long working table provided.
- B. "One Look". Construct the Negosyo Center following the prescribed "One Look" requirement for all Negosyo Centers in the country;
- C. Utilities. Shoulder the expenses or bills for electricity, internet, and water at the Center including the corresponding repairs and maintenance thereof;
- D. Staff Complement. Assign and subsidize at least one (1) staff in the Center who will (i) facilitate the delivery of the services and coordinate related activities with the DTI, and (ii) assist MSMEs, through its Local Economic and Investment Promotion Office (LEIPO), to access fiscal and non-fiscal incentives and provide business/trade facilitation.
- E. Qualification Standards of Staff Complement. The staff to be assigned and subsidized in the Center must be a Bachelor's Degree graduate in a related course such as economics, engineering, business, and other similar courses.
- F. Daily Operations.



1. Assist in the generation of business information and industry data relevant to the needs of MSMEs;
2. Provide DTI with report/feedback on each engagement to document impact and effectiveness of the services as well as identify areas of improvement in the provision of assistance;
3. Promote the services of the center;
4. Facilitate the processing and release of business permits and/or licenses;
5. Support the development and growth of MSMEs within their area of responsibility/jurisdiction under the four (4) pillars of MSME Development; and
6. Provide, when necessary, facilities that are essential for the effective and efficient operation of the Center.

#### **ARTICLE IV**

##### **CONFIDENTIALITY**

For purposes of this Agreement, "Confidential Information" shall mean information, documents, and other materials, provided by a Party to the other Party, in whatever form, whether alone or compiled, and whether marked as confidential or not, relating to the Party's business. The Parties agree that the existence, terms, and conditions of this Agreement shall constitute Confidential Information.

Notwithstanding the foregoing, Confidential Information does not include information that (i) is or has become publicly known or in the public domain through means other than a violation of this Agreement, (ii) is disclosed by the receiving Party with the disclosing Party's prior written consent, or (iii) is disclosed in response to a valid order from a court, regulatory authority, or other governmental body, but only to the extent and for the purposes stated in such order.

At all times, during and subsequent to the term of this Agreement until such time as the information ceases to be Confidential Information as set forth herein, each Party shall take reasonable precautions to keep and maintain the Confidential Information in strict confidence, and each Party shall cause its agents and employees to keep and maintain such Confidential Information strictly confidential.

#### **ARTICLE V**

##### **INTELLECTUAL PROPERTY AND DATA PRIVACY**

Neither Party shall use the names, logos, trade names, trademarks, service marks, and other intellectual property rights (the "Intellectual Property") belonging to the other Party, without the prior written consent of the other Party. Each party will retain all rights, title, and interest in and to its own Intellectual Property. Each Party shall obtain prior written approval of the other Party for all press releases, and promotional and advertising materials to be used in connection with this Agreement which contain claims about the other Party's services or products or contain the other Party's Intellectual Property.

Each Party undertakes not to obtain, access, or process personal information or sensitive personal information ("personal data") of the other Party and its clients or customers ("data subjects") without the prior written approval of such other Party and the concerned data subjects, unless such processing is permitted by law. In case a Party is able to obtain or access personal data, it shall immediately (i) execute a separate data sharing agreement with, or such other document required by, the concerned party and (ii) comply with such other requirements to be imposed by the concerned Party on the processing of



personal data. Pending the execution of such data sharing agreement and compliance with other requirements, the Parties shall at all times comply with the requirements of Republic Act No. 10173 or the Data Privacy Act, its Implementing Rules and Regulations, related issuances of the National Privacy Commission, and other relevant laws and policies on data privacy, security, and protection.

## **ARTICLE VI**

### **OTHER PROVISIONS**

The **PARTIES** shall exert due diligence and good faith to achieve the objectives of the Program. Any problem, conflict or concerns that may arise from implementing the Program shall be resolved through consultations.

## **ARTICLE VII**

### **PROGRAM EFFECTIVITY AND DURATION**

This Memorandum of Agreement shall take effect upon signing of the Parties and shall continue to be in full force and effect, unless otherwise revoked on account of violation of the terms and conditions of this Agreement and other applicable laws, rules, and regulations. The termination of this Agreement can be initiated by either party by giving written notice to the other. The termination shall take effect thirty (30) days from receipt of notice, unless extended with justification.

## **ARTICLE VIII**

### **SEPARABILITY**

If any provision or part of this Agreement shall be declared invalid by competent courts, the other provisions or parts shall not thereby be affected or impaired. In the event any provision of this Agreement is declared invalid, the Parties shall meet in good faith to agree, to the fullest extent allowed by law, on a substitute provision that would most closely approximate the intention of the invalid provision and amend this Agreement accordingly.

## **ARTICLE IX**

### **AMENDMENTS**

No changes or modifications of this Agreement shall be in force unless otherwise provided in another written agreement by the Parties.

**IN WITNESS WHEREOF**, the **PARTIES** have hereto affixed their respective signatures to signify their agreement on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**DEPARTMENT OF TRADE AND  
INDUSTRY-IX**

*Herein represented by:*

**LOCAL GOVERNMENT UNIT - SIAYAN**

*Herein represented by:*

**ENGR. AL-ZAMIR I. LIPAE**  
Regional Director

**HON. ALBERTO J. BONGCAWEL**  
Municipal Mayor

Signed in the Presence of:

ESTRELLA M. RODA

Witness

Witness

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public, for and in the \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the following:

NAME	ID PRESENTED	DATE AND PLACE ISSUED
ENGR. AL-ZAMIR I. LIPAE	DTI-IX-044	2017 – Makati City

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of six (6) pages including this page whereon this acknowledgment is written has been signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2024.