



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA

City Mayor

CITY RESOLUTION NO. 2025-790

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF TRADE AND INDUSTRY – DTI CAVITE .

Sponsored by:

Hon. Reynaldo D. Fabian

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Hon. Palm Angel S. Buncio, Hon. Manolo S. Galvez, Jr., Hon. Adrielito G. Gawaran, Hon. Randy C. Francisco, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, Republic Act No. 10644 entitled: "An Act Promoting Job Generation and Inclusive Growth through the Development of Micro, Small and Medium Enterprises" otherwise known as the "Go Negosyo Act", mandates the creation of Negosyo Centers that would ease the process of starting up and registering small businesses to be supervised by the Department of Trade and Industry (DTI).

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

WHEREAS, the City Government of Bacoar and the DTI agreed for a partnership to establish and manage a Negosyo Center to provide technical assistance to the existing and potential Micro, Small and Medium Enterprises (MSMEs).

WHEREAS, on 03 September 2025, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) between the City Government of Bacoar and the Department of Trade and Industry –DTI Cavite to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.





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Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor



NOW THEREFORE, upon motion of Hon. Reynaldo M. Fabian, unanimously seconded by the Body in its regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of Bacoor, to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Department of Trade and Industry – DTI Cavite for and on behalf of the City Government of Bacoor.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DTI and all concerned government offices and agencies with copies of this Resolution.

APPROVED this 8th day of September 2025 by the 6th Sangguniang Panlungsod of Bacoor during its regular session at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested :

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted :

HON. STRIKE B. REVILLA
City Mayor



KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is executed and entered into this _____ at _____, by and between:

The **DEPARTMENT OF TRADE AND INDUSTRY-CAVITE** a national government agency created under Philippines laws, with principal office address at 2nd Floor Government Center Bldg., Capitol Compound, Brgy. Luciano, Trece Martires City, Cavite, represented herein by its OIC - Provincial Director, **LILIBETH R. CHAVEZ** hereinafter referred to as the "**DTI-CAVITE**";

-and-

The **CITY OF BACOR LOCAL GOVERNMENT UNIT**, a government institution duly organized under Philippines laws, with principal office address at 2nd Floor, National Agency Building, City Hall Compound, City of Bacoor, Cavite, represented herein by its City Mayor, **STRIKE B. REVILLA** hereinafter referred to as **LGU**;

WITNESSETH that,

WHEREAS, the DTI is the primary coordinative, promotive, facilitative and regulatory arm of the Philippine Government in the area of trade, industry and investment;

WHEREAS, the **CITY OF BACOR** is a 1st class urban component city in Cavite, spans 52.40 sq. km and comprises 47 barangays after the 2023 barangay merger. Divided into Bacoor East and West, it is the province's second most populous city and serves as its gateway to Metro Manila. Once agricultural, Bacoor now features extensive residential and commercial areas and is known for its oysters and mussels, especially in its coastal barangays.

WHEREAS, the approval of Republic Act 10644: An Act Promoting Job Generation and Inclusive Growth through the Development of Micro, Small and Medium Enterprises otherwise known as the Go Negosyo Act is seen to bring government services closer to small businesses through the establishment of Negosyo Centers in all provinces, cities and municipalities;

WHEREAS, with the Go Negosyo Act, the Department of Trade and Industry (DTI) with the support of LGUs and other government agencies expect 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 establishment of Negosyo Centers which would under the supervision of the Micro, Small and Medium Enterprise Development Council ("Council") in all provinces, cities and municipalities. Further, the Council through the regional offices of DTI shall perform oversight functions and shall assign personnel to fulfill the functions of the Negosyo Centers. 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 Negosyo Center shall provide services to MSMEs on Business Advisory/Consultancy, Business Registration Assistance, Business Information and

Advocacy, Product Development, Trade and Investment Promotion, Loan Facilitation and Training;

WHEREAS, the abovementioned services are also identified as MSME needs particularly categorized into areas where support is required by MSMEs; and coaching sessions for MSMEs as anchored on building MSME competitiveness and competencies;

WHEREAS, the DTI and **CITY OF BACOR LGU** agreed for a partnership to establish and manage a Negosyo Center to provide technical assistance to the existing and potential MSMEs;

WHEREAS, in cases where the **CITY OF BACOR LGU** takes the lead role in the establishment and management of Negosyo Centers, the DTI may offer assistance to the City of Bacor LGU in integrating this creation through the LGU's Local Development and Investment Plan, Annual Investment Plan and other relevant executive and legislative issuances;

WHEREAS, Section 1, Rule 7 of the implementing rules and regulations of RA 10644 provides that the sums as may be necessary for the continued implementation of RA 10644 shall be included in the succeeding General Appropriations Act. The amount to be allocated shall include but not be limited, support for the provincial, city and municipal operations of the Negosyo Centers.

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:

SECTION I. THE PROGRAM

Pursuant to the provisions of the Go Negosyo Act, the Negosyo Center Program is responsible in promoting ease of doing business and facilitating access to services for Micro, Small, and Medium Enterprises (MSMEs) through the establishment of the Negosyo Centers (NCs) in all provinces, cities and municipalities. It seeks to strengthen MSMEs to create more job opportunities in the country.

SECTION II. PROGRAM OBJECTIVES

The Program aims to achieve the following objectives:

1. To provide technical expertise and services through coaching sessions and accelerate development of MSMEs;
2. To widen the market access and reach of the MSMEs through business matching and trade promotions;
3. To improve managerial skills and enhance entrepreneurial behavior; and
4. To develop and build more dynamic, competitive and sustainable MSMEs in the localities

SECTION III. ROLES AND RESPONSIBILITIES

The DTI subject to its mandates, priorities, availability of funds and other resources and limits set forth under applicable budgeting, procurement, accounting, and auditing rules and regulations shall:

1. Undertake public-private partnership:
 - a) Manage and coordinate linkages with existing and prospective partners;
 - b) Provide technical advisory to partners; and
 - c) Identify Business Development Service (BDS) providers which will augment the delivery of MSME Development Programs/Projects geared towards

Expanded Access to Markets (A2M), Improved Access to Finance (A2F), Improved Access to Technology and Innovation (A2T&I) and Enhanced Digital Skills (A2DS).

2. Provide staff complement and capacity building program:
 - a) Designate staff/s as NC Business Counselor/s to facilitate the operations of the Negosyo Center in providing intended services to MSME clients; and
 - b) Orient and capacitate designated NC Business Counselors to effectively provide the services to the MSME clients.
3. Manage NC operations:
 - a) Prepare and approve a Manual of Operations, in accordance with the pertinent provisions of the Go Negosyo Act and its Implementing Rules and Regulations, which shall include, among others, the organizational/functional/structure of the center, procedure for accessing the services of the Center, business plan, communication plan to promote the use of the facility, and reportorial procedures;
 - b) Manage and operate the Center in accordance with the objectives of the "Negosyo Center";
 - c) Establish a databank which shall be a source of information necessary for market linkaging, facilitation, project monitoring, research and policy studies and information campaigns;
 - d) Propose and organize calendar of events for the center on the conduct of trainings, seminars, and other assistance needed by the MSMEs subject to existing budgeting, auditing and accounting/COA rules and regulations;
 - e) Provide, when necessary, additional technical support for capacitating the MSMEs such as business consultation, product development, packaging improvement, financial literacy, and digital marketing support;
 - f) Monitor and evaluate the operations of the center, particularly in terms of number of Clients and MSMEs assisted; and
 - g) Set up the Negosyo Center following the DTI-prescribed layout and design.
4. Handle advocacy and promotion campaign: Promote the Negosyo Centers and their services.
5. Provide fund support:
 - a) Provide funds for NC operations such as conduct of training, launching, and marketing, communications, and hiring of consultants and other service providers, as needed, in accordance with Article I (4) herein and subject to existing government procurement and COA rules and regulations;
 - b) Provide supplementary funding for existing communication facilities within the NC, including, but not limited to, internet connectivity, as required, and,
 - c) Procure and provide needed furniture, fixtures, and other equipment necessary for the setting up and operation of the Negosyo Center, as needed, in accordance with the provisions of RA 9184, otherwise known as the Government Procurement Reform Act, and its Implementing Rules and Regulations.

The CITY OF BAGOOR LGU shall:

1. Provide NC facilities and infrastructure: Provide sufficient office space for the establishment of the NC conducive in the provision of the services;
2. Provide staff complement:
 - a) Assign at least one staff who will provide assistance in the provision of the NC services; and
 - b) Provide access to the training rooms and other facilities of the partner agency that can be used for the conduct of training programs and other provision of services for the MSMEs.
3. Assist in the NC operations:
 - a) Promote and assist in the provision of NC services; and
 - b) Assist in the establishment of database of businesses registered with the local government unit (LGU) annually.
4. Provide fund support:
 - a) Shoulder utility expenses of the NCs such as the electricity, water and internet

- subject to pertinent rules and regulations and
- b) Provide funding counterpart, if applicable, for the provision of the NC services.

SECTION IV. OTHER PROVISIONS

The parties undertake to act in good faith with respect to each other's rights and obligations under this MOA and to adopt all reasonable measures to ensure the satisfactory realization of the objectives of this MOA.

1. In the event of any dispute arising out of or related to this Agreement, the same shall be settled amicably by mutual consultation between the parties. In case the parties fail to amicably settle their dispute, the same shall be resolved through the alternative modes of dispute resolution pursuant to RA 9285 or the "Alternative Dispute Resolution Act of 2004." In case the Parties fail to amicably settle their disputes, the Parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Makati.
2. The PARTIES, in the performance of their obligations under this Agreement, ensure the privacy and security of any and all confidential, privileged personal information and/or sensitive personal information that they may have access to, and shall store, use, process and dispose the said privileged personal information and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the PARTIES, shall be subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable. This clause shall survive the termination or expiration of this Agreement.
3. No failure, omission, or delay by any of the PARTIES in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. However, any waiver shall not be valid unless made in writing and signed by the PARTIES or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was given.
4. In the event that any term or condition of this MOA shall be determined by a competent court to be invalid, in conflict with, or unenforceable under any law, rule, or regulation of the government or any subdivision thereof, such term or condition shall be deemed stricken from this MOA. Such invalidity or unenforceability, however, shall not invalidate or render unenforceable the remainder of this MOA.
5. All costs and expenses incurred by a party in relation to this MOA, shall be borne and paid by the party incurring the same without charge to or reimbursement from the other Party.
6. All intellectual properties produced and/or used in the course of the implementation of this MOA shall be subject to Republic Act 8293 or the Intellectual Property Code of the Philippines, as amended. And its IRR and to the applicable provisions of the Civil Code.

Unless otherwise authorized by law, no other use, exploitation in any manner, whether for profit or otherwise, of any original, derivative, or other analogous works created or used under this MOA shall be made by all parties, including their agents, heirs, and assigns, without the prior written approval of the other Parties.

7. It is understood that this MOA does not create an employer-employee relationship between the DTI and the employee of the private PARTNER AGENCY; and that the services rendered/to be rendered hereunder by the employee of the private PARTNER AGENCY cannot be considered nor will it

be accredited as government service; and that the employee of the private PARTNER AGENCY is not entitled to any benefits enjoyed by the regular personnel of the DTI; Neither he/she be entitled to overtime pay.

SECTION V. AMENDMENT AND TERMINATION

Any amendments to this MOA shall be upon mutual consent, made in writing and signed by both parties. The parties may terminate this Agreement upon ten (10) days prior written notice on any of the following grounds:

1. Situation/Circumstances that would make it impossible for the Program to continue to be carried out;
2. Breach of any of the terms of the Agreement;
3. Failure to perform or deliver by any of the Parties of a material portion of the agreed outputs or deliverables; and
4. Any other justifiable reasons.

SECTION VI. PROGRAM EFFECTIVITY AND DURATION

This Memorandum of Agreement shall be effective upon signing by the authorized representatives of the Parties and renewable upon agreement of both PARTIES.

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

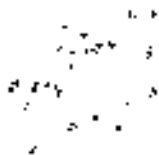
LILIBETH R. CHAVEZ
OIC - Provincial Director
DTI-Cavite

STRIKE B. REVILLA
City Mayor
City of Bacoor

DONE IN THE PRESENCE OF:

REBECCA S. TARASONA
Division Chief, Business Development Division
DTI-Cavite

CARMELITA F. GAWARAN
Executive Assistant IV
City of Bacoor



ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

Before me, a Notary public for and in the City of _____, this _____ day
of _____ 2025 personally appeared:

Name	Government Issued ID No.	Date and Place of Issue
LILIBETH R. CHAVEZ		
STRIKE B. REVILLA		

Known to me to be the same persons who executed and foregoing instrument and they
acknowledge to me that the same is their free and voluntary act and deed and of the entity
they respectively represented.

This instrument, referring to a MOA, consists of 5 pages including this page wherein the
acknowledgment is written, and has been signed on each and every page thereof by the
parties and their instrumental witnesses.

WITNESSETH MY HAND AND SEAL on the date and the place above-stated.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2025.