

TSP

Committee on Law & Justice & Human Rights / Agriculture / Fisheries

gmc



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**  
TANDAG CITY



*Provincial Governor's Office*

August 22, 2025

**THE HONORABLE MEMBERS**  
Office of the Provincial Council  
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**  
Vice Governor & Presiding Officer

Sir:

**Greetings!**

May we request for a passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into by and among and sign a Memorandum of Agreement (MOA) with the Philippine Center for Postharvest Development and Mechanization, duly represented by its Director IV, Dionisio G. Alvindia, Ph.D., and the Department of Agriculture Regional Field Office XIII, duly represented by its Regional Executive Director, Arlan M. Mangelen, regarding the collaboration for the implementation of the registration of agricultural and fisheries machines and equipment.

Attached are copies of letter of the Department of Agriculture Regional Field Office XIII and the proposed MOA for your perusal.

We are hoping for your favourable action on the matter.

Truly yours,

**JOHNNY T. PIMENTEL**  
Provincial Governor

**RELEASED**  
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME  
CONTROL NO: \_\_\_\_\_ DATE: 8-26-25 TIME: 1:49 PM

**RECEIVED**  
NG SANGGUNIANG PANLALAWIGAN  
TANGGAPAN  
DATE: 8/24/25  
BY: J. T. Pimentel  
TIME: 2:00 PM  
TANDAG CITY, SURIGAO DEL SUR

Tanggapan ng Sangguniang Panlalawigan

SURIGAO DEL SUR

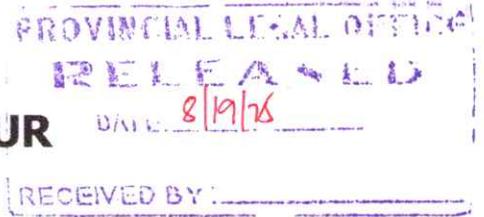
OSSP-SDS-2025-04925

Telephone No.: (086) - 211 - 5832  
E-Mail: tpsurigaosur@yahoo.com

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Received by: \_\_\_\_\_



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**  
T A N D A G



Provincial Legal Office

**2<sup>nd</sup> Indorsement**  
August 19, 2025

**RECEIVED**  
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME  
CONTROL NO. 07-497 DATE: 8/19/25 TIME: 9:57 PM

Respectfully returned to **Governor Johnny T. Pimentel** the herein 1<sup>st</sup> Indorsement, re: letter from Arlan M. Mangelen, Regional Executive Director, Department of Agriculture, Regional Field Office 13. Attached to the letter is a MEMORANDUM OF AGREEMENT which requires the Governor's signature. Upon review, the undersigned recommends that the Governor signs the agreement after obtaining authority from the Sangguniang Panlalawigan.

  
**ATTY. LIMUEL L. AUZA**  
Provincial Legal Officer



Republic of the Philippines  
PROVINCE OF SURIGAO DEL SUR  
TANDAG CITY



Office of the Governor

**SUBJECT: LETTER DATED AUGUST 8, 2025 REGARDING REQUEST FOR REVIEW AND INPUTS OF MOA**

**1<sup>st</sup> Indorsement**  
August 18, 2025

**RELEASED**  
PGO-SURIGAO DEL SUR  
SIGNATURE OVER PRINTED NAME  
CONTROL NO: DATE: 8-18-25 TIME: 9:25 AM

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer**, this Province, the herein basic communication from Arlan M. Mangelen, Regional Executive Director, Department of Agriculture, Regional Field Office XIII, for your comments and recommendations.

**JOHNNY T. PIMENTEL**  
*Provincial Governor*

For the Provincial Governor:

  
**JOHN VINCENT C. PIMENTEL**  
*Provincial Administrator*



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
Regional Field Office 13  
Capitol Site Butuan City 8600

OFFICE OF THE PROVINCIAL AGRICULTURIST  
TANDAG CITY, SURIGAO DEL SUR  
**RECEIVED**  
BY: \_\_\_\_\_  
DATE: 8/12/25

August 8, 2025

The Honorable  
**JOHNNY T. PIMENTEL**  
*Provincial Governor*  
Tandag City, Surigao del Sur

**RECEIVED** Advanced Copy  
PGO - SURIGAO DEL SUR  
ARNING C. CORDOVEZ  
SIGNATURE OVER PRINTED NAME  
CONTROL NO: \_\_\_\_\_ DATE: 8/18/25 TIME: 2:50  
ABE DIV  
CJS

done!

Attention: **ESMERALDO S. RAYMUNDO**  
*Provincial Agriculturist*

Dear **Governor PIMENTEL**:

Please be informed that Philippine Center for Postharvest Development and Mechanization (PHilMech) has identified the Provincial Local Government Unit (PLGU) of Surigao del Sur as one of the model PLGUs for the implementation of the Registration of Ownership of Agricultural and Fisheries Machinery and Equipment System (RAFMES). This PLGU will serve as a benchmark for the registration process and act as a reference model for other LGUs.

To expedite the implementation, PHilMech, in partnership with BAFE, DA-RAED and concerned PLGUs, is conducting orientations, hands-on training sessions, and providing technical assistance to support local government efforts. In line with this initiative, PHilMech will also provide polysticker printers and necessary supplies to facilitate the printing of QR code stickers for registered machinery.

Attached is the draft **Memorandum of Agreement (MOA)** outlining the establishment of the selected PLGU Model. We respectfully request your review and input on the document. Kindly submit your comments on or before August 13, 2025, to allow us consolidate the feedback prior to submission to PHilMech for any necessary revisions.

For any questions or further clarifications, you may contact **Engr. Mary Jevie F. Macarayo** via email at [raedsres13@gmail.com](mailto:raedsres13@gmail.com) or mobile number **0950-56-89056**.

We sincerely appreciate your continued and cooperation on this matter.

Thank you.

Very truly yours,

**ARLAN M. MANGELEN**  
*Regional Executive Director*

Cc: **EMMYLOU T. PRESILDA**  
*OIC, APCO Surigao del Sur*  
Tandag City, Surigao del Sur





## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The **PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION**, a government agency with office address at CLSU Compound, Science City of Muñoz, Nueva Ecija, herein represented by **DIONISIO G. ALVINDIA, Ph.D., Director IV**, hereinafter referred to as the "**PHilMech**";

- and -

The **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE XIII**, a government office with office address at Capitol Site, Butuan City herein represented by **ARLAN M. MANGELEN, Regional Executive Director**, hereinafter referred to as the "**DA-RFO XIII**";

- and -

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**, a local government office with office address at Tandag City, Surigao del Sur herein represented by **HON. JOHNNY T. PIMENTEL**, hereinafter referred to as "**PLGU Surigao del Sur**".

**WHEREAS**, Article V, Section 19 of Republic Act No. 10601 otherwise known as the Agricultural and Fisheries Mechanization Law (AFMech Law) states that:

*"All owners of agricultural and fishery machinery and equipment must register these with the agriculture offices of municipal and city government units. The agriculture offices of the LGUs shall establish and maintain a registry of agricultural and fishery machinery at the municipal, city and provincial levels."*

**WHEREAS**, Article III, Section 10 of the said law further states that:

*"The existing agricultural machinery information and database of the PHilMech shall be strengthened into an agri-fishery mechanization and engineering resource network. It will also be used or tapped as a facility for the online registration of agri-fisheries machinery and equipment, and monitoring of agri-fisheries mechanization and infrastructure projects."*

**WHEREAS**, under Article V, Section 19 of RA 10601, the **Provincial Agriculture Offices** shall maintain a provincial-level registry of agricultural and fisheries machines and equipment; the **DA Regional Agricultural and Engineering Division (DA-RAED)** shall maintain a registry of agricultural and fisheries machines and equipment at the regional offices; and **BAFE** shall maintain a national registry of all registered agricultural and fisheries machines and equipment.

**WHEREAS**, the DA-DILG Joint Memorandum Circular (JMC) No. 2018-02 or the "National Guidelines for the Registration of Ownership of Agricultural and Fisheries Machinery and Equipment" between the Department of Interior and Local Government (DILG) and the Department of Agriculture (DA) was passed to provide the framework in implementing the registration of ownership of agricultural and fisheries machines and equipment;

**WHEREAS**, Article III, Section 10 of RA 10601 specified that the existing agricultural machines information and database of the Philippine Center for Postharvest Development and Mechanization (PHilMech) will be tapped as a facility for the online registration of agricultural and fisheries machines and equipment; thus, PHilMech spearheaded the inter-agency technical working group in developing the online system for registration of agricultural machines and equipment known as Registration of Ownership of Agricultural and Fisheries Machines and Equipment System (RAFMES);

**WHEREAS**, the RAFMES is now in full roll out for use by the Local Government Units (LGUs) in implementing the registration of ownership of agricultural and fisheries machines and equipment in their respective localities;

**WHEREAS**, the RAFMES requires the use of a special printer and supplies for the printing of the identification QR codes for each registered machine and equipment;

**WHEREAS**, the PHilMech, under its project entitled "Establishment and Operationalization of the AFMechERN" has QR sticker printers and supplies for demonstration purposes on the use of the RAFMES;

**WHEREAS**, **PLGU Surigao del Sur** expressed its interest and was chosen as one of the model PLGUs for the implementation of the registration of ownership of agricultural and fisheries machines and equipment and is now ready to implement the said registration.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties have agreed to collaborate on the implementation of the registration of agricultural and fisheries machines and equipment with the following responsibilities:

### **Section I Responsibilities of the PHilMech**

PHilMech shall:

1. Serve as the overall implementer in the establishment of **PLGU Surigao del Sur** as a model for the registration of agricultural and fisheries machines and equipment;
2. Provide training/re-tooling and other technical support to the **PLGU Surigao del Sur** in using the RAFMES for the registration of machines and equipment in its locality;
3. Provide QR sticker printer and set of supplies to the PLGU, hereto attached as "Annex A" and made an integral part hereof, to jumpstart the implementation of the registration process in their locality;
4. Prepare a Certificate of Property Transfer Report (**PTR**) and turn over the ownership and management of the QR sticker printer and properly acknowledged by **PLGU Surigao del Sur**;
5. Monitor and document the implementation of the RAFMES in close coordination with the **PLGU Surigao del Sur**.

### **Section II Responsibilities of the DA-RFO XIII**

The DA-RFO XIII shall:

1. Coordinate with **PLGU Surigao del Sur** for the implementation of registration, in partnership with PHilMech;
2. Co-organize the conduct of orientation and trainings of **PLGU Surigao del Sur** and its cities/municipalities on the use of the RAFMES;
3. Monitor and provide technical assistance in the overall implementation of the registration process;
4. Maintain and secure information in accordance with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 the regional database of all registered agricultural and fisheries machines and equipment as provided for by RA 10601, through the sustained use of the RAFMES.

### **Section III Responsibilities of the PLGU Surigao del Sur**

**PLGU Surigao del Sur** shall:

1. Acknowledge the receipt of QR printer and set of supplies in good working condition as shown in Annex A, and made an integral part hereof;
2. Upon receipt of the QR printer and supplies, ensure the immediate implementation of the registration of agricultural and fisheries machines and equipment in its locality through the RAFMES;
3. Provide QR sticker printing services to its cities and municipalities implementing registration of agricultural and fisheries machines and equipment;
4. Oversee and provide technical assistance and guidance to its cities and municipalities in implementing the registration of agricultural and fisheries machines and equipment and in the use of the RAFMES;
5. Assist its cities and municipalities in launching campaigns for public awareness and promotion of the implementation of the registration of agricultural and fisheries machines and equipment;
6. Provide PHilMech monthly updates on the status of its cities and municipalities in their implementation of registration of agricultural and fisheries machines and equipment;
7. Ensure compliance with data privacy regulations and support its cities and municipalities in safeguarding sensitive information;
8. Closely collaborate with PHilMech and DA RFO XIII as may be necessary, regarding concerns that may arise to the implementation of the registration of agricultural and fisheries machines and equipment;
9. Maintain and secure information under Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, the city and municipal database of all registered agricultural and fisheries machines and equipment as provided for by RA 10601, through the sustained use of the RAFMES.

### **Section IV Term of Validity and Effectivity**

This Memorandum of Agreement shall take effect immediately on the date of signing by the herein parties and shall remain in force for two (2) years starting from **August 2025 to August 2027**, and may be renewed upon the parties' mutual agreement. However, any party may terminate and/or renew this Memorandum of Agreement upon written notice to the other parties two (2) months prior to the date of intended termination and/or renewal.

This MOA may be terminated by the mutual consent of the parties for cause. Cause for termination includes failure of any party to make satisfactory progress toward achieving a level of participation; or other evidence satisfactory that the party has failed or is unable to perform in accordance with the provisions of the DA-DILG JMC 2018-02.

### **Section V Entire Agreement**

All terms of this Memorandum of Agreement constitute the entire agreement of the parties and no part hereof may be altered, changed or amended without the written consent of the other parties.

### **Section VI Dispute Resolution**

Any controversy or dispute that may arise between or among the parties from this agreement shall, as much as possible, be settled amicably through a written notice delivered in person, or by registered mail, e-mail, or any other mode as may be convenient to the parties.

### **Section VII**

**Miscellaneous**

The **PHilMech, DA-RFO XIII, and PLGU Surigao del Sur** agree to the terms and conditions of this Memorandum of Agreement and will do their utmost efforts to implement the registration of agricultural and fisheries machines and equipment within the jurisdiction of PLGU Davao de Oro.

The PHilMech reserves the right of the ownership over the issued QR sticker printer subject to the grant until full liquidation by the **PLGU Surigao del Sur** is completed. Transfer of ownership of the said QR sticker printer in favor of the **PLGU Surigao del Sur** shall ensue upon issuance of Property Transfer Report (PTR) by the PHilMech, or completion of any other required accounting and audit procedure for the purpose.

**IN WITNESS WHEREOF**, the parties hereunto have affixed their respective signatures this day of \_\_\_\_\_, 2025 at \_\_\_\_\_, Philippines.

**For PHilMech**

**For DA-RFO XIII**

**DIONISIO G. ALVINDIA, Ph.D.**  
Director IV

**ARLAN M. MANGELEN**  
Regional Executive Director

**For PLGU Surigao del Sur**

**HON. JOHNNY T. PIMENTEL**  
Provincial Governor

**Signed in the presence of:**

**KRISTINA LUZ B. SEBASTIAN**  
Chief, PMITD

**ENGR. RENE Q. MORALES**  
Chief, RAED

**ESMERALDO S. RAYMUNDO**  
Provincial Agriculturist

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
 PROVINCE OF \_\_\_\_\_ ) s s  
 \_\_\_\_\_ )

BEFORE ME, a Notary Public for and in above jurisdiction, personally appeared the following;

NAME	VALID ID NUMBER	DATE/PLACE ISSUED
DIONISIO G. ALVINDIA, Ph.D.	Employee ID No. 603-DH	March 2022/Science City of Munoz, Nueva Ecija
KRISTINA LUZ B. SEBASTIAN	Employee ID No. 100-D	September 2023/Science City of Munoz, Nueva Ecija
<b>ARLAN M. MANGELEN</b>		
<b>JOHNNY T. PIMENTEL</b>		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed

This instrument, consisting of five (5) pages, including the page on which this Acknowledgement is written, signed on each and every page thereof by parties/witnesses, and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, this \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of 2025 \_\_\_\_\_

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**PHilMech**

OPAG - Sir Mamed - 1  
 BMM - - 1  
 Pco - 1

Rifton ✓



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**

*Office of the Provincial Vice Governor*



## 1<sup>st</sup> Endorsement

August 27, 2025



Respectfully forwarding to Mr. Edgar G. Perez, II, J.D. Secretary to the Sangguniang Panlalawigan, the herein attached basic communication dated August 22, 2025 from **HON. JOHNNY T. PIMENTEL**, Provincial Governor, requesting a passage of a resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA), for and in behalf of the Province of Surigao del Sur, with the Philippine Center for Postharvest Development and Mechanization, duly represented by its Director IV, Dionisio G. Alvindia, Ph.D., and the Department of Agriculture Regional Field Office XIII, duly represented by its Regional Executive Director, Arlan M. Mangelen, regarding the collaboration for the implementation of the registration of agricultural and fisheries machines and equipment.

For this August Body's information and appropriate action.

**HON. MANUEL O. ALAMEDA, SR.**

Vice Governor  
 Presiding Officer  
 21<sup>st</sup> Sangguniang Panlalawigan



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**  
TANDAG CITY



*Provincial Governor's Office*

August 22, 2025

**THE HONORABLE MEMBERS**  
Office of the Provincial Council  
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**  
Vice Governor & Presiding Officer

Sir:

Greetings!

May we request for a passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into by and among and sign a Memorandum of Agreement (MOA) with the Philippine Center for Postharvest Development and Mechanization, duly represented by its Director IV, Dionisio G. Alwindia, Ph.D., and the Department of Agriculture Regional Field Office XIII, duly represented by its Regional Executive Director, Arlan M. Mangelen, regarding the collaboration for the implementation of the registration of agricultural and fisheries machines and equipment.

Attached are copies of letter of the Department of Agriculture Regional Field Office XIII and the proposed MOA for your perusal.

We are hoping for your favourable action on the matter.

Truly yours,

**JOHNNY T. PIMENTEL**  
Provincial Governor

**RELEASED**  
PGO-SURIGAO DEL SUR  
SIGNATURE OVER PRINTED NAME  
CONTROL NO: \_\_\_\_\_ DATE: 8-26-25 TIME: 4:49 PM

VICE GOVERNOR'S OFFICE  
**(RECEIVED)**  
DATE: 8/26/25 TIME: 9:26 AM



Republic of the Philippines  
**PROVINCE OF SURIGAO DEL SUR**  
TANDAG

PROVINCIAL LEGAL OFFICE  
**RELEASED**  
DATE: 8/19/25  
RECEIVED BY: \_\_\_\_\_

Provincial Legal Office

**2<sup>nd</sup> Indorsement**  
August 19, 2025

**RECEIVED**  
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME  
CONTROL NO. 07-497 DATE: 8/19/25 TIME: 7:37 PM

Respectfully returned to **Governor Johnny T. Pimentel** the herein 1<sup>st</sup> Indorsement, re: letter from Arian M. Mangelen, Regional Executive Director, Department of Agriculture, Regional Field Office 13. Attached to the letter is a MEMORANDUM OF AGREEMENT which requires the Governor's signature. Upon review, the undersigned recommends that the Governor signs the agreement after obtaining authority from the Sangguniang Panlalawigan.

  
**ATTY. LIMUEL L. AUZA**  
Provincial Legal Officer



Republic of the Philippines  
PROVINCE OF SURIGAO DEL SUR  
TANDAG CITY



BAGONG PILIPINAS

Office of the Governor

**SUBJECT: LETTER DATED AUGUST 8, 2025 REGARDING REQUEST FOR REVIEW AND INPUTS OF MOA**

**1<sup>st</sup> Indorsement**  
August 18, 2025

**RELEASED**  
PROVINCIAL GOVERNOR - SURIGAO DEL SUR  
SIGNATURE OVER PRINTED NAME  
CONTROL NO: DATE: 8-18-25 TIME: 9:25 AM

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer**, this Province, the herein basic communication from Arlan M. Mangelen, Regional Executive Director, Department of Agriculture, Regional Field Office XIII, for your comments and recommendations.

**JOHNNY T. PIMENTEL**  
*Provincial Governor*

*For the Provincial Governor:*

  
**JOHN VINCENT C. PIMENTEL**  
*Provincial Administrator*



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
 Regional Field Office 13  
 Capitol Site Butuan City 8600

OFFICE OF THE PROVINCIAL AGRICULTURIST  
 TANDAG CITY, SURIGAO DEL SUR  
**RECEIVED**

BY: \_\_\_\_\_  
 DATE: 8/12/25

August 8, 2025

The Honorable  
**JOHNNY T. PIMENTEL**  
*Provincial Governor*  
 Tandag City, Surigao del Sur

**RECEIVED** Advanced Copy  
 PGO - SURIGAO DEL SUR  
 ARNIN C. CORDOVEZ

SIGNATURE OVER PRINTED NAME  
 CONTROL NO: \_\_\_\_\_ DATE 8/18/25 TIME 2:50P

*ABE DIV*

*DONE!*

Attention: **ESMERALDO S. RAYMUNDO**  
*Provincial Agriculturist*

Dear **Governor PIMENTEL**:

Please be informed that Philippine Center for Postharvest Development and Mechanization (PHilMech) has identified the Provincial Local Government Unit (PLGU) of Surigao del Sur as one of the model PLGUs for the implementation of the Registration of Ownership of Agricultural and Fisheries Machinery and Equipment System (RAFMES). This PLGU will serve as a benchmark for the registration process and act as a reference model for other LGUs.

To expedite the implementation, PHilMech, in partnership with BAFE, DA-RAED and concerned PLGUs, is conducting orientations, hands-on training sessions, and providing technical assistance to support local government efforts. In line with this initiative, PHilMech will also provide polysticker printers and necessary supplies to facilitate the printing of QR code stickers for registered machinery.

Attached is the draft **Memorandum of Agreement (MOA)** outlining the establishment of the selected PLGU Model. We respectfully request your review and input on the document. Kindly submit your comments on or before August 13, 2025, to allow us consolidate the feedback prior to submission to PHilMech for any necessary revisions.

For any questions or further clarifications, you may contact **Engr. Mary Jevie F. Macarayo** via email at [raedsres13@gmail.com](mailto:raedsres13@gmail.com) or mobile number **0950-56-89056**.

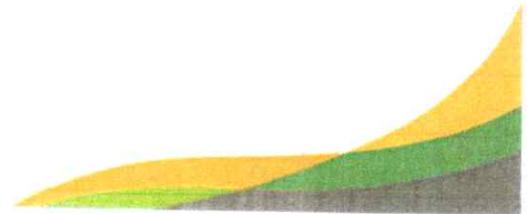
We sincerely appreciate your continued and cooperation on this matter.

Thank you.

Very truly yours,

**ARLAN M. MANGELEN**  
*Regional Executive Director*

Cc: **EMMYLOU T. PRESILDA**  
*OIC, APCO Surigao del Sur*  
 Tandag City, Surigao del Sur





## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The **PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION**, a government agency with office address at CLSU Compound, Science City of Muñoz, Nueva Ecija, herein represented by **DIONISIO G. ALVINDIA, Ph.D., Director IV**, hereinafter referred to as the "**PHilMech**";

- and -

The **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE XIII**, a government office with office address at Capitol Site, Butuan City herein represented by **ARLAN M. MANGELEN, Regional Executive Director**, hereinafter referred to as the "**DA-RFO XIII**";

- and -

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**, a local government office with office address at <sup>Capitol Hills, Telaje,</sup> Tandag City, Surigao del Sur herein represented by **HON. JOHNNY T. PIMENTEL**, hereinafter referred to as "**PLGU Surigao del Sur**".

**WHEREAS**, Article V, Section 19 of Republic Act No. 10601 otherwise known as the Agricultural and Fisheries Mechanization Law (AFMech Law) states that:

*"All owners of agricultural and fishery machinery and equipment must register these with the agriculture offices of municipal and city government units. The agriculture offices of the LGUs shall establish and maintain a registry of agricultural and fishery machinery at the municipal, city and provincial levels."*

**WHEREAS**, Article III, Section 10 of the said law further states that:

*"The existing agricultural machinery information and database of the PHilMech shall be strengthened into an agri-fishery mechanization and engineering resource network. It will also be used or tapped as a facility for the online registration of agri-fisheries machinery and equipment, and monitoring of agri-fisheries mechanization and infrastructure projects."*

**WHEREAS**, under Article V, Section 19 of RA 10601, the **Provincial Agriculture Offices** shall maintain a provincial-level registry of agricultural and fisheries machines and equipment; the **DA Regional Agricultural and Engineering Division (DA-RAED)** shall maintain a registry of agricultural and fisheries machines and equipment at the regional offices; and **BAFE** shall maintain a national registry of all registered agricultural and fisheries machines and equipment.

**WHEREAS**, the DA-DILG Joint Memorandum Circular (JMC) No. 2018-02 or the "National Guidelines for the Registration of Ownership of Agricultural and Fisheries Machinery and Equipment" between the Department of Interior and Local Government (DILG) and the Department of Agriculture (DA) was passed to provide the framework in implementing the registration of ownership of agricultural and fisheries machines and equipment;

**WHEREAS**, Article III, Section 10 of RA 10601 specified that the existing agricultural machines information and database of the Philippine Center for Postharvest Development and Mechanization (PHilMech) will be tapped as a facility for the online registration of agricultural and fisheries machines and equipment; thus, PHilMech spearheaded the inter-agency technical working group in developing the online system for registration of agricultural machines and equipment known as Registration of Ownership of Agricultural and Fisheries Machines and Equipment System (RAFMES);

**WHEREAS**, the RAFMES is now in full roll out for use by the Local Government Units (LGUs) in implementing the registration of ownership of agricultural and fisheries machines and equipment in their respective localities;

**WHEREAS**, the RAFMES requires the use of a special printer and supplies for the printing of the identification QR codes for each registered machine and equipment;

**WHEREAS**, the PHilMech, under its project entitled "Establishment and Operationalization of the AFMechERN" has QR sticker printers and supplies for demonstration purposes on the use of the RAFMES;

**WHEREAS**, PLGU Surigao del Sur expressed its interest and was chosen as one of the model PLGUs for the implementation of the registration of ownership of agricultural and fisheries machines and equipment and is now ready to implement the said registration.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties have agreed to collaborate on the implementation of the registration of agricultural and fisheries machines and equipment with the following responsibilities:

#### **Section I Responsibilities of the PHilMech**

PHilMech shall:

1. Serve as the overall implementer in the establishment of **PLGU Surigao del Sur** as a model for the registration of agricultural and fisheries machines and equipment;
2. Provide training/re-tooling and other technical support to the **PLGU Surigao del Sur** in using the RAFMES for the registration of machines and equipment in its locality;
3. Provide QR sticker printer and set of supplies to the PLGU, hereto attached as "Annex A" and made an integral part hereof, to jumpstart the implementation of the registration process in their locality;
4. Prepare a Certificate of Property Transfer Report (**PTR**) and turn over the ownership and management of the QR sticker printer and properly acknowledged by **PLGU Surigao del Sur**;
5. Monitor and document the implementation of the RAFMES in close coordination with the **PLGU Surigao del Sur**.

#### **Section II Responsibilities of the DA-RFO XIII**

The DA-RFO XIII shall:

1. Coordinate with **PLGU Surigao del Sur** for the implementation of registration, in partnership with PHilMech;
2. Co-organize the conduct of orientation and trainings of **PLGU Surigao del Sur** and its cities/municipalities on the use of the RAFMES;
3. Monitor and provide technical assistance in the overall implementation of the registration process;
4. Maintain and secure information in accordance with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 the regional database of all registered agricultural and fisheries machines and equipment as provided for by RA 10601, through the sustained use of the RAFMES.

### Section III Responsibilities of the PLGU Surigao del Sur

PLGU Surigao del Sur shall:

1. Acknowledge the receipt of QR printer and set of supplies in good working condition as shown in Annex A, and made an integral part hereof;
2. Upon receipt of the QR printer and supplies, ensure the immediate implementation of the registration of agricultural and fisheries machines and equipment in its locality through the RAFMES;
3. Provide QR sticker printing services to its cities and municipalities implementing registration of agricultural and fisheries machines and equipment;
4. Oversee and provide technical assistance and guidance to its cities and municipalities in implementing the registration of agricultural and fisheries machines and equipment and in the use of the RAFMES;
5. Assist its cities and municipalities in launching campaigns for public awareness and promotion of the implementation of the registration of agricultural and fisheries machines and equipment;
6. Provide PHilMech monthly updates on the status of its cities and municipalities in their implementation of registration of agricultural and fisheries machines and equipment;
7. Ensure compliance with data privacy regulations and support its cities and municipalities in safeguarding sensitive information;
8. Closely collaborate with PHilMech and DA RFO XIII as may be necessary, regarding concerns that may arise to the implementation of the registration of agricultural and fisheries machines and equipment;
9. Maintain and secure information under Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, the city and municipal database of all registered agricultural and fisheries machines and equipment as provided for by RA 10601, through the sustained use of the RAFMES.

### Section IV Term of Validity and Effectivity

This Memorandum of Agreement shall take effect immediately on the date of signing by the herein parties and shall remain in force for two (2) years starting from **August 2025 to August 2027**, and may be renewed upon the parties' mutual agreement. However, any party may terminate and/or renew this Memorandum of Agreement upon written notice to the other parties two (2) months prior to the date of intended termination and/or renewal.

This MOA may be terminated by the mutual consent of the parties for cause. Cause for termination includes failure of any party to make satisfactory progress toward achieving a level of participation; or other evidence satisfactory that the party has failed or is unable to perform in accordance with the provisions of the DA-DILG JMC 2018-02.

### Section V Entire Agreement

All terms of this Memorandum of Agreement constitute the entire agreement of the parties and no part hereof may be altered, changed or amended without the written consent of the other parties.

### Section VI Dispute Resolution

Any controversy or dispute that may arise between or among the parties from this agreement shall, as much as possible, be settled amicably through a written notice delivered in person, or by registered mail, e-mail, or any other mode as may be convenient to the parties.

### Section VII

**Miscellaneous**

The **PHilMech, DA-RFO XIII, and PLGU Surigao del Sur** agree to the terms and conditions of this Memorandum of Agreement and will do their utmost efforts to implement the registration of agricultural and fisheries machines and equipment within the jurisdiction of PLGU Davao de Oro.

The PHilMech reserves the right of the ownership over the issued QR sticker printer subject to the grant until full liquidation by the **PLGU Surigao del Sur** is completed. Transfer of ownership of the said QR sticker printer in favor of the **PLGU Surigao del Sur** shall ensue upon issuance of Property Transfer Report (PTR) by the PHilMech, or completion of any other required accounting and audit procedure for the purpose.

**IN WITNESS WHEREOF**, the parties hereunto have affixed their respective signatures this day of \_\_\_\_\_, 2025 at \_\_\_\_\_, Philippines.

**For PHilMech**

**For DA-RFO XIII**

**DIONISIO G. ALVINDIA, Ph.D.**  
Director IV

**ARLAN M. MANGELEN**  
Regional Executive Director

**For PLGU Surigao del Sur**

**HON. JOHNNY T. PIMENTEL**  
Provincial Governor

**Signed in the presence of:**

**KRISTINA LUZ B. SEBASTIAN**  
Chief, PMITD

**ENGR. RENE Q. MORALES**  
Chief, RAED

**ESMERALDO S. RAYMUNDO**  
Provincial Agriculturist

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF \_\_\_\_\_ ) s s  
\_\_\_\_\_ )

BEFORE ME, a Notary Public for and in above jurisdiction, personally appeared the following;

NAME	VALID ID NUMBER	DATE/PLACE ISSUED
DIONISIO G. ALVINDIA, Ph.D.	Employee ID No. 603-DH	March 2022/Science City of Munoz, Nueva Ecija
KRISTINA LUZ B. SEBASTIAN	Employee ID No. 100-D	September 2023/Science City of Munoz, Nueva Ecija
ARLAN M. MANGELEN		
JOHNNY T. PIMENTEL		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed

This instrument, consisting of five (5) pages, including the page on which this Acknowledgement is written, signed on each and every page thereof by parties/witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_, Philippines.

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