



REPUBLIC OF THE PHILIPPINES
PROVINCE OF DAVAO DE ORO
SANGGUNIANG PANLALAWIGAN OFFICE



1st INDORSEMENT

February 9, 2026

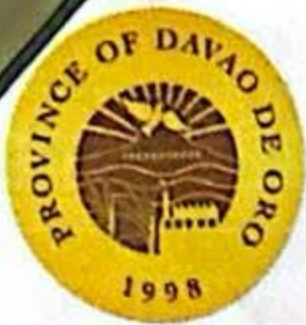
Respectfully forwarding to the Davao del Norte State College (DNSC) through the Provincial Information and Communications Technology Office, this province, the attached copies of approved Sangguniang Panlalawigan Resolution Nos. 0575 and 0575-A, both series of 2026, contents of which are self-explanatory, for information and reference.


THELMA R. CURIMAO-YUMANG, MPA
Secretary to the Sanggunian



2nd floor, Legislative Building, Provincial Capitol Complex, Cabidanan, Nabunturan, Davao de Oro

 sposcddo@gmail.com



REPUBLIC OF THE PHILIPPINES
PROVINCE OF DAVAO DE ORO
SANGGUNIANG PANLALAWIGAN OFFICE



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EXCERPTS FROM THE MINUTES OF THE 30TH REGULAR SESSION OF THE 10TH SANGGUNIANG PANLALAWIGAN HELD ON JANUARY 26, 2026 (MONDAY) AT THE SANGGUNIANG PANLALAWIGAN SESSION HALL, LEGISLATIVE BUILDING, PROVINCIAL CAPITOL, CABIDIANAN, NABUNTURAN, DAVAO DE ORO.

PRESENT:

Hon. Herv Martelle Z. Apsay	Member/Presiding Officer Pro-Tempore
Hon. Joel D. Basañes II	Member
Hon. Joanna Aileen A. Gentugaya	Member
Hon. Ramil L. Gentugaya	Member
Hon. Francis P. Secuya	Member
Hon. Macario T. Humol	Member
Hon. Cesar D. Richa	Member
Hon. Mark John U. Colina	Member
Hon. Joan A. Caballero-Damigan	Member
Hon. Albert P. Camana	Member
Hon. Noriel John P. Ramacula **	Member

ABSENT:

Hon. Dorothy P. Montejo-Gonzaga	Vice Governor (On Official Time)
Hon. Kimberly Benazir May R. Codilla-Amad	Member (On Leave)
Hon. Ruwina S. Gonzaga	Member (On Leave)
Hon. Conie B. Caballero	Member (On Leave)

RESOLUTION NO. 0575-2026

Sponsor:

Hon. Ramil L. Gentugaya,
Hon. Ruwina S. Gonzaga

Co-Sponsor:

Hon. Joanna Aileen A. Gentugaya, Hon. Noriel John P. Ramacula,
Hon. Kimberly Benazir May R. Codilla-Amad,
Hon. Macario T. Humol, Hon. Francis P. Secuya

" A RESOLUTION ADOPTING THE MUTUAL OFFSITE DATA CENTER BACKUP AGREEMENT TO BE ENTERED INTO BY AND BETWEEN THE PROVINCIAL GOVERNMENT OF DAVAO DE ORO AND DAVAO DEL NORTE STATE COLLEGE (DNSC), RE: OFF-SITE BACKUP FACILITIES"

WHEREAS, on December 22, 2025 the office of the Secretary to the Sanggunian received a letter from the Provincial Administrator, Ivan Kleb N. Ulgasan, CESE, by authority of the governor, addressed to the Honorable Members of the Sangguniang Panlalawigan through the Vice Governor, Hon. Dorothy P. Montejo- Gonzaga, presiding officer, requesting for adoption of the afore-stated Agreement, was presented in the plenary for appropriate legislative action;

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WHEREAS, said Agreement was calendared and referred to the Joint Committee on Information Technology and Committee on Legal Matters, Resolutions, Ordinances and Style on January 05, 2026 during the 27th Regular Session of the Sangguniang Panlalawigan in which the Committees conducted a meeting on January 12, 2026 and came up with a recommendation of adopting the same;

WHEREAS, said Agreement is to be entered into by and between the **PROVINCIAL GOVERNMENT OF DAVAO DE ORO** represented by its Governor, **HON. RAUL G. MABANGLO, C.E.**, hereinafter referred to as the "**PGO DDO**" and the **DAVAO DEL NORTE STATE COLLEGE (DNSC)**, represented by the President, **JOY M. SORROSA, PH.D.**, hereinafter referred to as the "**DNSC**";

WHEREAS, the said subject seeks to establish an agreement whereby the parties collaborate to serve as off-site back-up facilities for each other's critical data and systems, to ensure resilience, operational continuity and data protection;

WHEREAS, both parties, collectively referred to as the "**Parties**", and individually as a "**Party**" agree to the following:

WHEREAS, both parties agreed to the following:

1. Both Parties recognize their duty under Republic Act No.10173, otherwise known as the Data Privacy Act of 2012, to uphold the protection of personal and sensitive information, and to implement reasonable and appropriate measures to ensure data security, continuity, and disaster recovery in the delivery of public service;
2. Both DNSC and PGO-Davao de Oro have established and implemented their respective Data Privacy Manuals in compliance with the provisions of Republic Act No. 10173;
3. Each Party has sufficient information and communications technology (ICT) Infrastructure, including its servers, storage systems, network equipment, and related resources, necessary to support secure data backup and disaster recovery facilities;
4. The Department of Information and Communications Technology (DICT), through Department Circular No. 004, s. 2024, prescribes the adoption of a layered security approach to strengthen the resilience of government information systems and critical infrastructure, which the Parties commit to uphold;
5. The National Cybersecurity Plan (NCSP) 2023-2028 encourages the development of robust data protection standards and resilient information systems across government institutions, which the Parties likewise endeavour to support through this Agreement;
6. The Parties wish to support each other by serving as mutual off-site data backup centers, ensuring continuity in the event of system failure, disasters, or emergencies affecting either Party.

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1. PURPOSE

This Agreement formalizes a mutual arrangement where both the PGO DDO and DNSC shall serve as off-site backup facilities for each other's critical data and systems, to ensure resilience, operational continuity, and data protection.

2. SCOPE OF MUTUAL SERVICES

Each Party agrees to:

- a. Host encrypted backup data of the other Party in a secure environment with appropriate physical and cybersecurity controls;
- b. Provide access for periodic data synchronization, validation, and recovery testing. Maintain strict confidentiality and data integrity of hosted backups, ensuring access is restricted to authorized personnel only. Support the restoration of data during disaster recovery situation upon request by the other Party;
- c. Comply with relevant government standards (e.g., DICT policies, RA 10173 or the Data Privacy Act, ISO/IEC 27001 if applicable)
- d. Conduct regular data backup operations every Friday from 3:00PM to 5:00 PM, or as may be mutually adjusted in writing by both Parties.

3. RESPONSIBILITIES OF EACH PARTY

a. The PGO DDO and DNSC shall each:

- Designate authorized personnel to manage data backup operations and coordination;
- Ensure that only authorized personnel access the backup infrastructure.
- Establish and maintain secure communication lines for data transfer.
- Maintain necessary technical documentation of backup formats, schedules, and procedures.
- Avoid uploading data that violates existing laws, such as intellectual property rights or contains malicious content.

4. DATA OWNERSHIP & CONFIDENTIALITY

- All data stored under this Agreement remains the exclusive property of the originating Party.
- Neither Party shall access, use, disclose, or manipulate the stored data, except upon written authorization or in the event of a declared recovery scenario.

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- Both Parties agree to maintain strict confidentiality and safeguard all backup data using industry best practices and government-mandated standards.

5. INFRASTRUCTURE & RESOURCES

- Each Party shall allocate storage space of the server and necessary power, and network connectivity to support the offsite data of the other Party.
- Costs for the server, upgrade, or expansions shall be the responsibility of the originating Party unless otherwise agreed upon in writing.
- This agreement shall not preclude the Parties from pursuing additional funding or grants to improve their data center capabilities in support of this initiative.

6. DURATION AND TERMINATION

- This Agreement shall take effect upon signing and remain valid until March 17, 2027, unless earlier terminated by either Party with ninety (90) days written notice. Should the Parties decide to extend the duration of this Agreement, such extension shall be formalized through a written instrument duly signed by both Parties.
- Upon termination, each Party shall pull out their respective servers within a reasonable amount of time.

7. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations due to causes beyond its control, such as acts of God, natural disasters, civil unrest, power or network outages, provided prompt notice is given to the other Party.

8. Activities Dealing with Indigenous People's Properties, Resources, Knowledge, and/or Heritage.

In case any endeavour relative to this Agreement would utilize any property, knowledge, heritage, culture, tradition, institution, and/or any other resources that belong to any Indigenous community, the implementing Party has the responsibility of securing the Indigenous community's free and prior informed consent and subject itself to the provisions and requirements relative to researchers and research outcomes provided in Republic Act No. 8371 (The Indigenous Peoples Rights Act of 1997) and its Implementing Rules and Regulations, to protect and respect the community intellectual property rights of the concerned indigenous community.

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9. Gender Inclusivity and Fairness.

It shall be observed that in any endeavor relative to this Agreement, discrimination on the basis of gender or disability shall not be tolerated by all Parties. All reasonable efforts shall be exerted to provide equitable representation where possible in said endeavor/s.

10. Ethical Conduct of Activities.

The Parties shall be responsible for ensuring that any and all endeavors relative to this Agreement are conducted in accordance with ethical standards, especially those affecting vulnerable and marginalized sectors and communities.

11. DISPUTE RESOLUTION

- Any disagreement arising from the interpretation or implementation of this Agreement shall first be resolved through amicable settlement.
- If unresolved, the matter may be submitted to arbitration in accordance with Philippine laws.

WHEREAS, the august Body found the said agreement valid and proper pursuant to Sections 16 and 22 (a)(5) of Republic Act 7160 or the Local Government Code of 1991, to wit:

"Section 16. General Welfare.- Every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare. Within their respective territorial jurisdictions, local government units shall ensure and support, among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitants."

xxx xxx xxx

"SECTION 22. Corporate Powers. –

(a) Every local government unit, as a corporation, shall have the following powers:

(5) To enter into contracts;"

xxx xxx xxx

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WHEREAS, the same is also consistent with Republic Act No. 10173, known as the "Data Privacy Act of 2012" which upholds the protection of personal and sensitive information, and to implement reasonable and appropriate measures to ensure data security, continuity and disaster recovery in the delivery of public service."

WHEREAS, Section 465(b)(1)(vi) of the Local Government Code 1991 (Republic Act 7160) grants the Provincial Governor the authority to represent the province in all its business transactions and to sign on its behalf all bonds, contracts, and other obligations, provided they have the authorization of the Sangguniang Panlalawigan and acting pursuant to law or ordinance. This provision is essential for the efficient governance of the province, ensuring its ability to enter into agreements and manage its affairs;

WHEREAS, premises considered, the august Body acted favourably for the adoption of the Mutual Offsite Data Center Backup Agreement;


WHEREFORE, on motion of Hon. Ramil L. Gentugaya duly seconded by Hon. Cesar D. Richa, Hon. Joan A. Caballero-Damigan, and Hon. Albert P. Camana, be it

RESOLVED to adopt, as the august Body is hereby adopting the Mutual Offsite Data Center Backup Agreement to be entered into by and between the Provincial Government of Davao de Oro and Davao del Norte State College (DNSC), re: off-site backup facilities;

RESOLVED FURTHER, that copies of this resolution be forwarded to both parties concerned, for information and appropriate action.

CARRIED.

I hereby certify to the correctness of the above-quoted resolution.


THELMA R. CURIMAO-YUMANG, MPA
Secretary to the Sanggunian

Attested:


HERV MARTELLE Z. APSAY, L. Agr.
(Member)
Presiding Officer Pro-Tempore

Legend:

- If a member leaves the session before adjournment, two (2) asterisks (**) shall be placed after his/her name (Section 129 of IRP of the 10th Sanggunian)



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ABSENT:	Hon. Dorothy P. Montejo-Gonzaga	Vice Governor (On Official Time)
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RESOLUTION NO. 0575-A-2026

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Hon. Ruwina S. Gonzaga

Co-Sponsor:

Hon. Joanna Aileen A. Gentugaya, Hon. Noriel John P. Ramacula,
Hon. Kimberly Benazir May R. Codilla-Amad,
Hon. Macario T. Humol, Hon. Francis P. Secuya

" A RESOLUTION GRANTING LEGISLATIVE AUTHORITY TO THE HONORABLE GOVERNOR, ENGR. RAUL G. MABANGLO, TO ENTER INTO AND SIGN THE MUTUAL OFFSITE DATA CENTER BACKUP AGREEMENT FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF DAVAO DE ORO WITH THE DAVAO DEL NORTE STATE COLLEGE (DNSC), RE: OFF-SITE BACKUP FACILITIES"

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WHEREAS, said Agreement is to be entered into by and between the **PROVINCIAL GOVERNMENT OF DAVAO DE ORO** represented by its Governor, **HON. RAUL G. MABANGLO, C.E.**, hereinafter referred to as the "**PGO DDO**" and the **DAVAO DEL NORTE STATE COLLEGE (DNSC)**, represented by the President, **JOY M. SORROSA, PH.D.**, hereinafter referred to as the "**DNSC**";

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- If unresolved, the matter may be submitted to arbitration in accordance with Philippine laws.

WHEREAS, the august Body found the said agreement valid and proper pursuant to Sections 16 and 22 (a)(5) of Republic Act 7160 or the Local Government Code of 1991, to wit:

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WHEREAS, Section 465(b)(1)(vi) of the Local Government Code of 1991 (Republic Act 7160) grants the Provincial Governor the authority to represent the province in all its business transactions and to sign on its behalf all bonds, contracts, and other obligations, provided they have the authorization of the Sangguniang Panlalawigan and acting pursuant to law or ordinance. This provision is essential for the efficient governance of the province, ensuring its ability to enter into agreements and manage its affairs;

WHEREAS, Section 22 (c) RA 7160 states that: *"Unless otherwise provided in this code no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned"*;

WHEREAS, as a consequence to the adoption of the said Agreement, granting legislative authority to the Provincial Governor to enter into and sign the same is imperative.

WHEREFORE, on motion of Hon. Ramil L. Gentugaya duly seconded by Hon. Cesar D. Richa, be it

RESOLVED to grant, as the august Body is hereby granting legislative authority to the Honorable Governor, Engr. Raul G. Mabanglo, to enter into and sign the Mutual Offsite Data Center Backup Agreement for and in behalf of the Provincial Government of Davao de Oro with the Davao del Norte State College (DNSC), re: off-site backup facilities;


RESOLVED FURTHER, that copies of this resolution be forwarded to both parties concerned, for information and appropriate action.

CARRIED.

I hereby certify to the correctness of the above-quoted resolution.


THELMA R. CURIMAO-YUMANG, MPA
Secretary to the Sanggunian

Attested:


HERV MARTELLE Z. APSAY, L. Agr.
(Member)
Presiding Officer Pro-Tempore

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