

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is made and entered into this _____ day of _____ 2017 by and between :

DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY, a government entity organized and existing in accordance with the laws of the Republic of the Philippines, with principal office located at DICT Building, CP Garcia Avenue, UP Diliman, Quezon City, represented by its Secretary **RODOLFO A. SALALIMA**, hereinafter referred to as "DICT"

-and-

MUNICIPALITY OF BANSALAN, DAVAO DEL SUR, a local government unit duly organized and existing under the laws of the Republic of the Philippines with principal office address at Poblacion Dos, Bansalan, Davao del Sur, represented by its Mayor **QUIRINA T. SARTE**, hereinafter referred to as the "LGU",

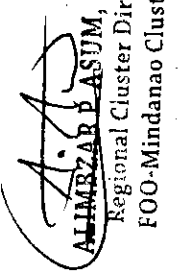
WITNESSETH :

WHEREAS, the national government through the DICT is undertaking the Free Wi-Fi Internet Access in Public Places Project, across the Philippines to accelerate economic, social and educational opportunities and reduce the Digital Divide under e-Filipino Program of the Government.

WHEREAS, the Project is envisioned to provide free Wi-Fi Internet access in public places such as Public Schools, Libraries, Hospitals, Rural Health Units, Police Stations, State Universities and Colleges, Public Transport Terminals, Seaports and Airports;

WHEREAS, the Department of the Interior and Local Government (DILG), together with the League of Municipalities of the Philippines (LMP) and the DICT, have agreed to cooperate and jointly commit in promoting community development through the use of information and communications technology for effective and efficient national and local governance in the country. Towards this end, the Memorandum of understanding (MOU) dated July 24, 2015 was entered into by three Parties. A copy of the MOU is attached herewith as ANNEX "A";

¹ By virtue of Sec. 15 of R.A. No. 10844, the Information and Communications Technology Office (ICTO) was abolished and its powers and functions applicable funds and appropriations.


ALMIRZA P. ASUM, CESO V
Regional Cluster Director
FOO-Mindanao Cluster 03





WHEREAS, pursuant to the MOU, and to accelerate the government's efforts in enhancing Internet accessibility for Filipinos, it is deemed imperative that this MOA be entered into by the parties herein.

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

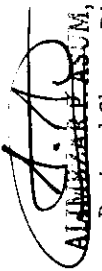
1. POLICIES

In consonance with the promotion of the use of ICT to improve delivery of critical functions of government services; and provide efficient and effective ICT infrastructure and information systems to the public, the following policies are adopted:

- a. Enjoin all barangay units and LGU offices or departments to provide support and implement the Project without delay;
- b. Work together in expanding site coverage for free Wi-Fi Internet access at public places within the locality;
- c. Provide free Wi-Fi Internet access in public places without interruption except certain circumstances such as force majeure, technical issues and similar situations which are beyond the control of the service provider or DICT;
- d. Abide by DICT issuances as well as existing laws and public policies in the posting of content and broadcast at the captive portal;
- e. Provide equal use and secured access to the Internet and serving as many as possible;
- f. Pursue, monitor and evaluate digital literacy and Internet adoption;
- g. Maintain sustainability and viability of the free Wi-Fi Internet access service;
- h. Promote responsible use of the Internet.

2. DEFINITION OF TERMS

- A. **Wi-Fi Internet access** - for the purpose of the Project shall be defined as connectivity to the Internet.
- B. **ICT infrastructure capacity building** - Planning component with the responsibility of the Local Government Units to integrate ICT Programs in their respective development plans on public works.
- C. **Project** – refers to the Free Wi-Fi Internet Access in Public Places Project.


ALVIN P. ASOM, CESUV
Regional Cluster Director
FOO-Mindanao Cluster 03



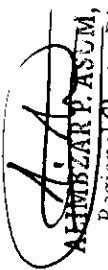


- D. **Public places** – are social places that would be open and accessible to the general public. Public areas such as parks, plazas, schoolyards, libraries, public space in government hospitals and rural health units, transportation terminals, seaports and airports ,etc. will typically be considered public places. Also included would be spaces open to the public in local and national government offices, barangay centers, etc.

- E. **User registration and log –in** – refers to a multi-level registration system to access the Free- Wi-Fi Internet Service.
 - i. **Level 1**
This shall be the lowest level of registration and will only require the machine ID (MAC address) of a device for a user to gain access, which is implemented at the Captive Portal page.

 - ii. **Level 2**
Registrations at this level shall require that a user present a Philippine government issued ID, possibly through a web-based registration system.

 - iii. **Level 3**
The highest level of registration shall be where a user will be issued a Citizen’s Digital ID subject to the requirements of the National Public Key Infrastructure that will be used to gain access to the Internet as well as full access to e-Government services.


ALIMIZAR P. ASUM, CESO V
 Regional Cluster Director
 FOO-Mindanao Cluster 03

3. ROLES AND RESPONSIBILITIES

3.1. DICT

- a. Service as the Project owner and lead agency responsible for the overall planning, implementation and project management of the free Wi-Fi Internet access service.

- b. Conduct the appropriate training and orientation to the LGU.

- c. Evaluate and conduct periodic monitoring of the Internet connectivity.

- d. Provide the framework for governance of the free Wi-Fi Internet access services.

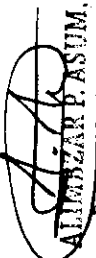
3.2 Local Government Units

- a. Extend cooperation, assistance, and resources to the Project in the course of project establishment, operations, training and implementation.

- b. Monitor the participation of barangays and LGU offices and departments in the Project and compliance with this Agreement.



- c. Provide space at designated location by the DICT, and permit the installation of all public Wi-Fi equipment.
- d. Shoulder the electric power cost of all public Wi-Fi equipment installed in LGU owned facilities.
- e. Secure the premises, equipment, outside plant facilities, and other properties for the continuous delivery of the free Wi-Fi Internet service. This includes the provision of the temporary storage for equipment and other properties needed for the project.
- f. Incorporate ICT INFRASTRUCTURE CAPACITY BUILDING in their development plans.
- g. Permit the DICT personnel, authorized representatives and service providers to have 24/7 access in public and other pertinent places for carrying out the Project implementation and its service.
- h. Provide the appropriate security to DICT personnel and authorized persons and entities involved in the Project.
- i. Provide necessary and free administrative support, permits and/or licenses in relation with but not limited to the granting of permits in connection with the maintenance, installation and operations of the necessary equipment and facilities needed for the project, as well as in the implementation of any joint pole use agreement that may be entered into by the DICT with the concerned electric cooperatives or entities.
- j. Cooperate in the restoration of the service during a disaster and crisis.
- k. Designate skilled personnel to develop local content and coordinate public information and announcements, such as among others promotion of tourism and commercial activities in their locality.
- l. Securing visibility and information collateral materials for the project.
- m. Submits the list and contact information of respective coordinators for sites under the purview of the Local Government Unit.
- n. Perform such other responsibilities as may be agreed upon from time to time by the Parties.


ALIMIZAR P. ASUM, CESOV
 Regional Cluster Director
 FOO-Mindanao Cluster 03



4. LIMITATIONS

Access may be stopped or interrupted at the discretion of DICT due to reasons affecting national security, domestic tranquility or when ordered by appropriate authorities. Access may be stopped or interrupted at the discretion of DICT when warranted



5. DESIGNATION OF REPRESENTATIVES

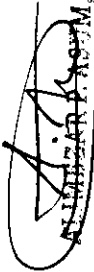
The parties shall designate their respective representatives to coordinate efforts in the implementation of the Project in relation with this agreement. They may submit their respective reports and recommend such action and policies as may be necessary. The parties shall designate their respective representatives to coordinate efforts

6. OPERATIONAL GUIDELINES

- a. LGU is given content development and updating privileges on the captive portal. It will be given limited discretion over the portal in terms of materials and information that it may post or upload. DICT shall formulate policies that will help the LGU carry out its responsibility for configuring the location specific content of the portal.
- b. The LGU shall determine and communicate to DICT its needs, wants and interests of their constituents including those that will effectively improve the delivery of services facilitated to the internet.
- c. DICT shall render administrative and operational services of the Project. Moreover, LGU shall extend administrative assistance by way of record keeping and custodianship over the equipment and facilities that will be installed in their respective areas.
- d. LGU shall be accredited, trained and equipped to serve as a Registration Authority for the Level 3-USER REGISTRATION AND LOG-IN under such process as may be specified by DICT.
- e. LGU shall contribute to user support given by the service providers and DICT, as necessarily requested, such as but not limited to front desk services.
- f. DICT shall provide specific guidelines for LGU to distribute this public service by provisioning connectivity to those areas by providing fiscal support/incentives to local private sector connectivity providers to which the LGU may subscribe to.
- g. While it will be entirely up to the LGU and/or their providers to decide what technologies to use, the use of TV White Space and other emerging technologies to connect far-flung areas to the Internet shall be advocated.

7. NET COMMUNITY SEAL

LGU shall be given the NET COMMUNITY SEAL for being connected to the Internet.


Regional Cluster Director
FCO-Mindanao Cluster 03





8. MISCELLANEOUS PROVISIONS

If any clause, sentence or provision of this Agreement shall be declared invalid or unconstitutional, its remaining parts shall not be affected thereby.

Either of the parties can propose amendment on any of the provisions, sections of the Memorandum of Agreement.

All orders, rules and regulations issued by any of the parties herein which are inconsistent or contrary to the provisions of this Agreement, and in relation with the Project, are hereby replaced or modified accordingly.

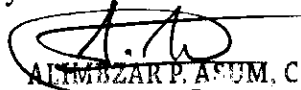
9. EFFECTIVITY

The Agreement shall take effect immediately upon signing and shall be terminated upon mutual consent of both parties.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY MUNICIPALITY OF BANSALAN


RODOLFO A. SALALIMA
Secretary

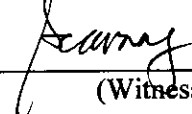
By:


ALIMIZAR P. ASUM, CESO V
Regional Cluster Director
FOO - Mindanao Cluster 03
(FOO - Cluster Director)


QUIRINA T. SARTE
Local Chief Executive

Signed in the Presence of:


ELODIE C. TUBUIS
(Witness)


(Witness)



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____) s.s.


Before me, this 06 SEP 2017 in the City of _____, Philippines, personally appeared:

Name	Gov't issued ID	Issued at	Issued on
Rodolfo A. Salalima			
Quirina T. Sarte	CRN-021-1323-7548-2	Davao City	July 2, 2015

Known to me be the same persons who persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument, consisting of _____ () pages, including the page on which this acknowledge is written, has been signed on each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year, and place above written.


KAREN VALEN S. DE LEON-PADERNAL
 Notary Public
 UNTIL DECEMBER 31, 2018
 Commission Serial No. 2017-0032-2018
 PTR No. 8174783 • 12-23-16 • Davao City
 IBF No. 1039950 • 12-06-16 • Davao City
 Roll No. 49894
 Door 2, 2nd Floor, JMO BLDG.
 Quimpo Boulevard, Ecoland, Davao City

Doc. No. JD :
Page No. 11 :
Book No. 7 :
Series of 2017.





Republic of the Philippines
Province of Davao del Sur
MUNICIPALITY OF BANSALAN
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OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 20TH SANGGUNIANG BAYAN OF THE MUNICIPALITY OF BANSALAN, PROVINCE OF DAVAO DEL SUR ON ITS 18TH REGULAR SESSION HELD ON MAY 22, 2017 AT THE SANGGUNIANG BAYAN SESSION HALL.....

RESOLUTION NO. 172, S. 2017

Author : Coun. Saripada D. Macarampat

RESOLUTION

AUTHORIZING MAYOR QUIRINA T. SARTE TO ENTER INTO A MEMORANDUM OF AGREEMENT IN BEHALF OF THE MUNICIPALITY OF BANSALAN WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY (DICT) RELATIVE TO THE IMPLEMENTATION OF THE FREE WI-FI INTERNET ACCESS IN PUBLIC PLACES PROJECT, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND REGULATIONS

BE IT ENACTED by the Sangguniang Bayan of the Municipality of Bansalan, Province of Davao del Sur in session assembled:

WHEREAS, the national government through the DICT is undertaking the Free Wi-Fi Internet Access in Public Places Project, across the Philippines to accelerate economic, social and educational opportunities and reduce the Digital Divide under e-Filipino Program of the Government;

WHEREAS, the Project is envisioned to provide free Wi-Fi Internet access in public places nationwide but will initially cover Class 3, 4, 5, 6 municipalities, selected major cities and public places such as Public Schools, Libraries, Rural Health Units, Police Stations, State Universities and Colleges, Public Transport Terminals, Seaports, and Airports;

WHEREAS, the Department of the Interior and Local Government (DILG), together with the League of Municipalities of the Philippines (LMP) and the DICT, have agreed, through a Memorandum of Understanding (MOU) dated July 24, 2015, to cooperate and jointly commit in promoting community development through the use of information and communications technology for effective and efficient national and local governance in the country;

WHEREAS, it is the policy of the Municipality of Bansalan to fully support, cooperate and commit itself to the implementation and success of national programs in as much as the same are intended to achieve development goals that will eventually benefit the people in particular;

WHEREAS, the Municipality of Bansalan subscribes to the Free Wi-Fi Internet Access in Public Places Project, and as such it is imperative to establish a working and institutional relationship with the DICT to ensure the implementation and success of the Project in the locality by entering into this Memorandum of Agreement;

NOW, THEREFORE:

BE IT RESOLVED, by the Sangguniang Bayan of the Municipality of Bansalan, Province of Davao del Sur, to authorize, as it hereby authorizes Mayor Quirina T. Sarte to enter into a Memorandum of Agreement in behalf of the Municipality of Bansalan with the Department of Information and Communication Technology (DICT) relative to the implementation of the Free Wi-Fi Internet Access in Public Places Project, subject to all laws and existing legal rules and regulations.

RESOLVED, FURTHER, that after the Memorandum of Agreement are duly signed, the Party concerned (Office of the Mayor) is requested to furnish the Sangguniang Bayan Office two (2) copies of the signed documents for posting and file pursuant to Book 1 Chapter 1 Section 22 par © of the Code.

RESOLVED, FINALLY, that copies hereof be furnished to Honorable Quirina T. Sarte, Municipal Mayor; Department of Information and Communication Technology (DICT); Municipal Planning and Development Office and all others concerned for their information and appropriate action.

ADOPTED UNANIMOUSLY, this 22nd day of May, 2017.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

ROGELIO C. ROMERO, JR.
Secretary to the Sanggunian