

MEMORANDUM OF AGREEMENT

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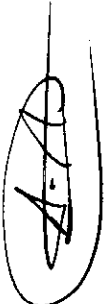
This **MEMORANDUM OF AGREEMENT** made and entered into this ___ day of _____ 2017, by and between:

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY¹, a government entity organized and existing in accordance with the laws of the Republic of the Philippines, with principal office located at DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City, represented by its Secretary, **RODOLFO A. SALALIMA**, hereinafter referred to as **"DICT"**;

- and -


MUNICIPALITY OF DON MARCELINO, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Municipal Hall, Kinanga, Don Marcelino, Davao Occidental duly represented by its Municipal Mayor, Honorable **MICHAEL A. MARUYA**, 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 nationwide, will initially cover selected cities and municipalities and 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 the three Parties. A copy of the MOU is attached herewith as Annex "A";



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

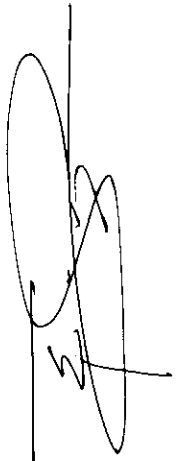


1. POLICIES

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

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- 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 in 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 broadcasts 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

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- A. **Wi-Fi Internet access** – for the purpose of the Project shall be defined as connectivity to the Internet.
 - C. **Project**- refers to the Free Wi-Fi Internet Access in Public Places Project.
 - 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.

3. ROLES AND RESPONSIBILITIES

3.1 DICT

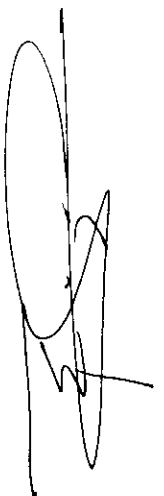




- a. Serve as the Project owner and lead agency responsible for the overall planning, implementation and project management of the free Wi-Fi Internet access service.
- b. Conduct the appropriate training and orientation to the LGU.
- c. Evaluate and conduct periodic monitoring of the Internet connectivity.
- d. Provide the framework for governance of the free Wi-Fi Internet access service.

3.2 Local Government Units



- a. Extend cooperation, assistance, and resources to the Projects in the course of projects establishment, operations, training and implementation.
- b. Monitor the participation of Barangays and LGU offices and departments in the Projects 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 projects.
- f. Incorporate ICT INFRASTRUCTURE CAPACITY BUILDING in their developments plans.



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- 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 Projects implementation and its service.
 - h. Provide the appropriate security to DICT personnel and authorized persons and entities involved in the Projects.
 - 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 projects, 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 projects.
 - 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.


4. LIMITATIONS

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

5. DESIGNATION OF REPRESENTATIVES

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

6. OPERATIONAL GUIDELINES

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- 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.

- c. DICT shall render administrative and operational services of the Projects. 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 provide 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.

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 in 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 repealed or modified accordingly.

9. EFFECTIVITY

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

DEPARTMENT OF INFORMATION AND TECHNOLOGY

MUNICIPALITY OF DON MARCELINO


RODOLFO A. SALALIMA
Secretary

By:


ALONSO A. SALALIMA, Cebu City
Regional Director
(FOO Cluster Director)


MICHAEL A. MARUYA
Municipal Mayor

Signed in the Presence of:





ACKNOWLEDGMENT

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


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

Name	Govt issued I.D.	Issued at	Issued on
Michael A. Maruya			

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

This instrument, consisting of _____ pages, including the page on which this acknowledgment 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 VALERA DE LEON-PADERNAL
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2018
 Commission Serial No. 2017-0032-2018
 PTR No. 8174783 • 12-23-16 • Davao City
 IBP No. 1039950 • 12-06-16 • Davao City
 Roll No. 40884
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Doc. No. 52 ;
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