

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

DEPARTMENT OF INFORMATION AND COMMUNICATIONS

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, C.P. Garcia Avenue, UP Diliman, Quezon City, represented by its Secretary, **RODOLFO A. SALALIMA**, hereinafter referred to as "**DICT**";

-and-

MUNICIPALITY OF MALALAG, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Poblacion, Malalag, Davao del Sur, represented by its Municipal Mayor, **PETER PAUL T. VALENTIN**, 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";

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 are transferred to DICT.

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.

- 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;

- 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, utilities and structures.

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 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 Project in the course of project establishment, operations, training and implementation.

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. Submit 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 Project in relation with this Agreement. They may submit their respective reports and recommend such action and policies as may be necessary.

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

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nal Director
of Information Technology, ITC

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.

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 COMMUNICATIONS
TECHNOLOGY**

MUNICIPALITY OF MALALAG


RODOLFO A. SALALIMA
Secretary

By:


ALIMBZAR P. ASUM
(FOO Cluster Director)


PETER PAUL T. VALENTIN
(Local Chief Executive)

Signed in the Presence of:


POL P. YURO
(Witness)
For LGU

ELODIE C. TUQUIB
(Witness)
For DICT

ACKNOWLEDGMENT

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
ALIMBZAR P. ASUM			
PETER PAUL T. VALENTIN			

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 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
ISP No. 1039950 • 12-06-16 • Davao City
Roll No. 49884
Door 2, 2nd Floor, JMO BLDG.
Quimpo Boulevard, Ecoland, Davao City

Doc. No. 117
Page No. 25
Book No. 7
Series of 2017





Republic of the Philippines
Province of Davao del Sur
Municipality of Malalag

OFFICE OF THE SANGGUNIANG BAYAN

RESOLUTION NO. 2017-057

Sponsored by : Hon. Ervin S. Emphasis
Co-sponsored by : Hon. Mark S. Montecillo
Hon. Howell M. Medez
Hon. Saniel J. Mangubat
Hon. Stephine C. Sasuman
Hon. Rodolfo C. Aringo, Jr
Hon. Warlito L. Tobes
Hon. Bae Lolita B. Tenorio

RESOLUTION GRANTING AUTHORITY TO THE HONORABLE PETER PAUL T. VALENTIN, MUNICIPAL MAYOR, TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS, RELATIVE TO THE IMPLEMENTATION OF THE FREE WIFI INTERNET ACCESS IN PUBLIC PLACES PROJECT IN THE MUNICIPALITY OF MALALAG, DAVAO DEL SUR.

WHEREAS, the national government thru the Department of Information and Communications Technology (DICT) in its effort to contribute in the acceleration economic, social and educational opportunities and to reduce the Digital Divide under the E-Filipino Program of Government, has initiated and implemented the Free Wi-Fi Internet Access in Public Places Project;

WHEREAS, this project is envisioned to provide free Wi-Fi Internet access in public places nationwide, covering initially Class 3, 4, 5, 6, selected major cities & public places, such as public school libraries, hospitals, rural health units, police stations, state universities & colleges, public transport terminals, seaports and airports;

WHEREAS, the Department of 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 thru the use of information and communications technology for effective and efficient national and local governance in the country. To this end, the Memorandum of Understanding (MOU) dated July 24, 2015 was signed among the said departments;

WHEREAS, it is the policy of the Municipality of Malalag 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, a Memorandum of Agreement (MOA) relative to this project was presented to the Sanggunian for review and approval, and after thorough deliberation, this August Body deemed found the terms and conditions beneficial to both parties, therefore, it is of paramount importance to avail of 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 access of the project thru the forging of a MOA;

WHEREFORE, premised on the foregoing, be it

RESOLVED, as it is hereby resolved to authorize the Honorable Peter Paul T. Valentin, Municipal Mayor, this municipality, to enter and sign the Memorandum of Agreement with the Department of Information and Communication Technology (DICT), represented by its authorized representative, relative to the implementation of the Free Wi-Fi Internet Access in Public Places Project in Malalag, Davao del Sur.

APPROVED UNANIMOUSLY, during its Regular Session held on April 27, 2017, at the SB Session Hall, Malalag, Davao del Sur.

CERTIFIED CORRECT:

ANNEL A. ESPINO