

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and entered into this **9** day of **May 2017** by the between:

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY, 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

The **MUNICIPALITY OF MANAY**, a Local Government Unit with principal address at Manay, Davao Oriental represented in this act by its Municipal Mayor, **HON. ANTERO L. DAYANGHIRANG, JR., ME** by virtue of Sangguniang Bayan Resolution No. **2017-18-15** dated January 24, 2017, hereafter referred to as "LGU MANAY",

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, Hospital, Rural Health Units, Police Station, State Universities and Colleges, Public Transport Terminals, Seaport and Airports;

Whereas, the Department of the Interior and Local Government (DILG), together with the League of Municipalities of the Philippines (LMP) and 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 government 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 RA. No.10844, the Information and Communication Technology Office (ICTO) was abolished and its power and functions applicable funds and appropriations.

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



10M, CESO V
Director
Cluster 03

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 function of government services, and provide efficient and effective ICT Infrastructure and Information System 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 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 adoptive;
- 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.
- d. Public Places – are social places that would be open accessible to the general public. Public areas as parks, plazas, schoolyards, libraries, public space in government hospitals and rural health units, transportation terminal, 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,



- e. User registration and log-in – refers to a multi-level registration system to access the free Wi-Fi Internet Service.
 - a. 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.
 - b. Level 2
Registration at this level shall require that a user present a Philippine Government issued ID, possibly through a web-based registration system.
 - c. Level 3
This highest level of registration shall be 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 connectively
- d. Provide the framework for governance of the free Wi-Fi Internet access service.
- e.

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 province 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 administration support, permits and/or licenses in relation with but not limits 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.


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

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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.
 - 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. 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

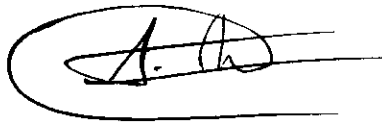
and in relation with the project, are hereby repealed or modified accordingly.

9. EFFECTIVITY

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

DEPARTMENT OF INFORMATION MUNICIPALITY OF MANAY AND COMMUNICATIONS TECHNOLOGY

RODOLFO A. SALALIMA
Secretary



ANTERO L. DAYANGHIRANG, JR., ME
Municipal Mayor



Signed in the Presence of:

ENGR. EILEEN ROSE S. VELOSO
Municipal Engineer



JAN MAE M. DAYANGHIRANG- LLAVORE, RN
Municipal Administrator



ACKNOWLEDGEMENT

Republic of the Philippines)
City of _____)

Before me, Notary Public in the City of _____ personally appeared:

- | NAME | Gov't Issued I.D . | Issued on | Issued at |
|------------------------------------|--------------------|--------------|------------|
| 1. RODOLFO A. SALALIMA | | | |
| 2. ANTERO L. DAYANGHIRANG, JR., ME | 22327766 | Jan. 5, 2017 | MTO-Manay, |

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, considering of _____ () pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnessess and sealed with my notarial seal.

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

Doc. No 44 ;
Page No. 10 ;
Book No, 7 ;
Series of 20 17 .



[Signature]
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
IBP No. 1039950 • 12-06-16 • Davao City
Roll No. 46884
Door 2, 2nd Floor, JMO BLDG.
Quimpo Boulevard, Ecoland, Davao City

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EXCERPT FROM THE MINUTES OF THE 26TH REGULAR SESSION OF THE 18TH SANGGUNIAN OF MANAY, HELD 24 JANUARY 2017 @ LEGISLATIVE HALL, 2ND FLOOR, SB BLDG., MANAY, DAVAO ORIENTAL

Present:

HON. JAPHET M. QUIBO	VICE MAYOR
	PRESIDING OFFICER
HON. JON MARCO M. DAYANGHIRANG	SB MEMBER
HON. LEVY JOE P. LUMANDO	SB MEMBER
HON. RUDY S. ROSA	SB MEMBER
HON. MELENCIO P. SILVERON, JR.	SB MEMBER
HON. EUGENE RHOY J. BALANTE	SB MEMBER
HON. ELMER P. PANUAYAN	SB MEMBER
HON. HUBERTO C. MORALIZON	SB MEMBER
HON. ALVINO T. MANUAY	SB MEMBER/LIGA Pres.
HON. FERDINAND M. MASINADIONG	SB MEMBER/IPMR

Absent:

HON. JOVITA M. BASICONG	SB MEMBER
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RESOLUTION NO. 2017-18-15

A RESOLUTION GRANTING AUTHORITY TO HON. ANTERO L. DAYANGHIRANG, JR., MUNICIPAL MAYOR, TO SIGN INTO MEMORANDUM OF AGREEMENT (MOA) IN BEHALF OF THE MUNICIPALITY OF MANAY, WITH THE DEPARTMENT OF INFORMATION COMMUNICATION AND TECHNOLOGY (DICT), REPRESENTED BY ITS CLUSTER DIRECTOR, ALIMBZAR P. ASUM, WITH FIELD OPERATION OFFICE AT F. TORRES ST., DAVAO CITY, FOR THE IMPLEMENTATION OF FREE WIFI INTERNET ACCESS IN PUBLIC PLACES PROJECT BY WAY OF USUFRUCT OF DICT's PLATFORM, SOLUTIONS, TECHNOLOGY AND, BRAND OF TECH4ED PROJECT WITHIN THE MUNICIPALITY OF MANAY, PROVINCE OF DAVAO ORIENTAL

Whereas, by virtue of Republic Act 10844 dated 23 May 2016, with principal office at DICT Building, C. P. Garcia Avenue UP Diliman, Quezon City, this Department was created during the incumbency of President Benigno Simeon C. Aquino III;

Whereas, DICT is mandated to ensure the effective and efficient implementation of the provisions particularly information and communications technology infrastructure to support the transparency and accountability of governance and speedy and efficient enforcement of rules, delivery and, accessibility to the people;

Whereas, it aims to bridge the digital divide to enhance and promote socio-economic condition and providing inclusive growth to the country through establishing Tech4ED Centers under its eFilipino-Technology for economic development programs, purposely to cater Out-of-School Youth and Adults (OSYA) women, teachers, OFWs including their families, relatives, PWDs, Senior Citizens, IPs and entrepreneurs as its target market or end-users;

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(RESOLUTION NO. 2017-18-15)

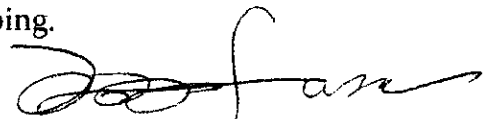
Wherefore, on motion of Hon. Huberto C. Moralizon and unanimously seconded by all Members present;

NOW THEREFORE, Be it as it is;

HEREBY RESOLVED, GRANTING AUTHORITY TO HON. ANTERO L. DAYANGHIRANG, JR., MUNICIPAL MAYOR, TO SIGN INTO MEMORANDUM OF AGREEMENT (MOA) IN BEHALF OF THE MUNICIPALITY OF MANAY, WITH THE DEPARTMENT OF INFORMATION COMMUNICATION AND TECHNOLOGY (DICT), REPRESENTED BY ITS CLUSTER DIRECTOR, ALIMBZAR P. ASUM, WITH FIELD OPERATION OFFICE AT F. TORRES ST., DAVAO CITY, FOR THE IMPLEMENTATION OF FREE WIFI INTERNET ACCESS IN PUBLIC PLACES PROJECT BY WAY OF USUFRUCT OF DICT'S PLATFORM, SOLUTIONS, TECHNOLOGY AND, BRAND OF TECH4ED PROJECT WITHIN THE MUNICIPALITY OF MANAY, PROVINCE OF DAVAO ORIENTAL

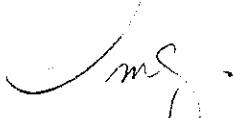
RESOLVED FINALLY, that copies of this resolutions be furnished: Office of the Municipal Mayor, DICT Central and Provincial Office and other offices concerned, for information, guidance, reference and appropriate action.

I hereby **CERTIFY** to the correctness of the foregoing.



MARLENE M. TANA
Secretary to the Sangguniang Bayan

ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:



JAPHET M. QUIBO
Municipal Vice Mayor
Presiding Officer