KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, a government agency created and existing by virtue of Republic Act (RA) No. 10844, with principal office address at C.P. Garcia Avenue, Diliman, Quezon City, represented by its **Undersecretary DENIS F. VILLORENTE**, herein referred to as the "**DICT**";

and

The **LGU NAME**, duly organized and existing under and by virtue of_____, with principal office at_____, represented in this agreement by its **Mayor,** _____, hereinafter referred to as the "**LGU NAME**";

WITNESSETH:

WHEREAS, the DICT is a government agency mandated by law to be the primary policy, planning, coordinating, implementing, and administrative entity of the government that will plan, develop, and promote the national ICT development plan;

WHEREAS, as per the Department of the Interior and Local Government, Department of Trade and Industry, and DICT Joint Memorandum Circular (JMC) No. 01 on the Revised Standards in Processing Business Permits and Licenses in All Cities and Municipalities signed on 30 August 2016, Section 6.9.4.4, the DICT has been mandated to make available to qualified local government units (LGUs) a software that can be used in the computerization of their business permits and licensing system;

WHEREAS, the DICT has developed a cloud-based Electronic Business Permits and Licensing System Software (E-BPLS) and is the exclusive owner of the E-BPLS Software;

WHEREAS, **the LGU NAME** is interested in the implementation of business permits software which will computerize the processing of their business permit applications and has decided to avail the software developed by the DICT;

WHEREAS, the Honorable Mayor _____ of the **LGU NAME**, Province Name is duly authorized to represent and enter into this MOA. A copy of the City/Municipal Resolution/Ordinance is hereto attached as Annex "A";

WHEREAS, the DICT has offered to grant the **LGU NAME** the access/use of the E-BPLS Software as well as to provide the necessary service for its installation, and the latter accept the said offer;

WHEREAS, this MOA is governed by RA No. 10173, "An Act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, creating for this purpose a National Privacy Commission (NPC), and other purposes" otherwise known as "Data Privacy Act (DPA) of 2012" as well as the Implementing Rules and Regulations (IRR) and its issuances by the NPC;

WHEREAS, LGU NAME shall ensure the confidentiality and integrity of the data gathered from the public;

WHEREAS, LGU NAME shall appoint a Data Protection Officer (DPO) or Compliance Officer for Privacy (COP) in compliance with DPA and specially NPC Circular No. 16-01; and

WHEREAS, R.A. 8792, otherwise known as "Electronic Commerce Act of 2000" was enacted to facilitate domestic and international dealings, transactions, arrangements agreements, contracts and exchanges and storage of information through the utilization of electronic, optical and similar medium, mode, instrumentality and technology to recognize the authenticity and reliability of electronic documents related to such activities and to promote the universal use of electronic transaction in the government and general public.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

SECTION 1. NATURE OF THE AGREEMENT

This Memorandum of Agreement (MOA) covers the provision of the E-BPLS Software for the exclusive use, adoption, and implementation of the **LGU NAME**.

SECTION 2. OWNERSHIP

The DICT reserves the ownership of all intellectual property rights inherent to the E-BPLS Software.

1. The **LGU NAME** agrees not to use the E-BPLS software in any other manner except for the purpose it was provided for.

2. The E-BPLS software shall not be sublicensed, sold, leased and rented, lent, or given away to any government agency or other entities.

3. Copying of the E-BPLS software by the **LGU NAME** should be for backup and disaster recovery purposes only.

SECTION 3. DELINEATION OF FUNCTIONS AND RESPONSIBILITIES

A. Responsibilities of the **LGU NAME**:

1. Make available all the necessary data and information required for the build-up of the required databases.

2. Determine and assign the key personnel of permanent position who will use, operate, and maintain the installed system and to include the assignment of the Systems Administrator holding a regular permanent position to ensure the smooth implementation of the e-BPLS.

3. It shall designate or appoint their own Data Protection Officer (DPO) and/or Compliance Officer for Privacy (COP) to ensure compliance and protection against any data breach.

4. Organize a Counterpart Project Team to be headed by a Project Manager who will also serve as the **LGU NAME** Focal Person and will ensure management commitment,

participation and support, development of policy, and at the same time, be responsible for assisting the DICT team in its project needs.

5. Provide the necessary workspace, ICT requirements, support personnel, and office supplies for the DICT Project Team when working at the **LGU NAME** office.

6. Provide the required ICT resources such as workstations, back-up on premise or cloud based, servers, internet connectivity, software, network, and other necessary hardware.

7. Shoulder all travel expenses and other out-of-pocket expenses of the DICT Project Team for the project activities that are to be undertaken and for the site visits to the **LGU NAME**.

8. Provide monthly monitoring reports to the DICT during the pilot and one-year implementation of the system.

9. It shall borne the cost for the maintenance and operation of such E-BPLS.

B. Responsibilities of the DICT:

1. Organize a DICT Project Team that will be responsible for undertaking all the project-related activities.

2. Provide system installation service which shall be limited to the loading of the application software to the required ICT devices only such as the system servers.

3. Provide IT support in the configuration, set-up, and testing of the **LGU NAME** E-BPLS software.

4. Conduct one (1) session of formal/classroom users training and one (1) session on-the-job training for systems users and system administrator. The training shall be limited to education and instructing the users on how to use, implement, and operate the software.

5. Provide technical support during the database build-up and pilot stages.

6. Provide support during implementation of the system.

SECTION 4. PROJECT IMPLEMENTATION SCHEDULE

The project is estimated to be completed in one (1) year as shown in the table below.

Activity	Time Frame
E-Readiness Assessment	1 day
Execution of Memorandum of Agreement and Local Ordinance	2 weeks
System Orientation and Briefing	1 day
Users Training	3 days
Preparation for Hosting	2 days
Data Build-up	2 weeks
Pilot Implementation	3 months
Launching and User Acceptance	1 day
Implementation monitoring	1 year
Evaluation	1 week
Project Turnover / Closure	

SECTION 5. CONDITIONS OF EFFECTIVITY

This Agreement shall be governed by, and construed in accordance with " Republic Act (**R.A.**) **8792,** otherwise known as "Electronic Commerce Act of 2000, **R.A. 10173** or "The Data Privacy Act of 2012", and its issuances specifically **National Privacy Commission (NPC) Circular 16-01,** dated 10 October 2016, and the **R.A. 10175** or the "Cybercrime Prevention Act of 2012" and to all other laws and issuances that are applicable to this Agreement.

SECTION 6. CONFIDENTIALITY

Both parties agree that each shall not disclose, transfer, use, copy, or allow access to any such proprietary or confidential information obtained during the course of the project implementation to any third parties, except when required by law or regulation, or is necessary to implement the project. Any third parties who have obtained such proprietary or confidential information are required to execute and bound by an undertaking of confidentiality.

SECTION 7. DISCLOSURE AND USE OF INFORMATION

The source code of E-BPLS Software shall remain the property of the DICT. The **LGU NAME** shall use the same strictly for purposes of implementation of the said project and is prohibited from disclosing or transferring the same to third parties.

SECTION 8. TERM AND TERMINATION

This Agreement shall be terminated automatically and immediately in the event of any material breach of its terms and conditions by any party who fails to correct, within thirty (30) days from receipt of a written notice from the other party, the breach complained of.

Upon termination of this Agreement for any reason, all rights, obligations and license granted to **LGU NAME** hereunder shall cease. All copies of the software, backups and written resources in the possession and control of the **LGU NAME** shall be destroyed/deleted by the authorized staff from the DICT.

SECTION 9. INDEMNITY

The **LGU NAME** agrees to indemnify and hold the DICT harmless from any and all claims, demands, causes of action, damages, judgments, and attorney's fees and costs arising from the **LGU NAME** using, offering, selling, promoting, or distribution of the source code of the E-BPLS Software.

SECTION 10. LIMITATION OF LIABILITY

The E-BPLS is provided on an "as is" basis, without guarantee of any kind, either expressed, implied, or statutory, including without limitation, warranties that the E-BPLS is free of defects, fit for a particular purpose or non-infringing. Likewise, the DICT shall not be liable for any direct, consequential or incidental loss or damage that the **LGU NAME** may encounter in the use of the E-BPLS Software.

SECTION 11. OTHER CONDITIONS

1. Delays in the project, which are due to force majeure or other circumstances beyond the control of either the DICT or **LGU NAME**, will not be taken against either of the parties.

2. Neither party will solicit for employment or hire the other's current employees, either directly or indirectly, during the term of the project and for twelve (12) months thereafter, without first obtaining the other party's written consent.

3. Violation of any of the provisions herein stipulated will be a ground for outright revocation of the agreement plus payment of damages at the option of the offended party.

4. The E-BPLS Software will be solely for use at the **LGU NAME** with principal address at _____.

SECTION 12. SETTLEMENT OF DISPUTE

In case of disputes, claims, and controversies due to non-compliance with the terms of this Agreement, the parties agree to submit to voluntary arbitration before resorting to court action following the pertinent provisions of Presidential Decree No. 242.

SECTION 13. ENTIRE AGREEMENT

This Agreement represents the complete agreement of the DICT and **LGU NAME** concerning the subject matter hereof. If any provision of this Agreement is held to be unenforceable, such provision shall be amended only to the extent necessary to make it enforceable.

SECTION 14. AMENDMENTS

Any amendment of the provisions in this Agreement shall be made upon mutual consent of both parties and expressed through a written instrument.

SECTION 15. SEPARABILITY CLAUSE

Should any stipulation, provision, or any part of this agreement be declared unenforceable or void by an order or judgment of any court or tribunal, the other stipulations and provisions shall not be affected and shall remain.

SECTION 16. ASSIGNMENT AND SUCCESSION

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. However, neither party may assign or delegate its rights and duties hereunder without the prior consent of the other party.

SECTION 17. GOVERNING LAW

This validity of this Agreement and the construction of its terms and conditions, interpretation and enforcement of the rights and duties of the Parties shall be governed by the Laws of the Republic of the Philippines.

SECTION 18. VENUE

The exclusive venue of all court actions or request for interim measures, should this become necessary, shall be Quezon City, Philippines.

SECTION 19. EFFECTIVITY

This Agreement will take effect for a period of (1) One year immediately upon signing by all parties and will continue to be in effect until the completion of the project, unless otherwise revoked or terminated in the manner provided in this agreement.

IN WITNESS WHEREOF, the parties have hereto signed this Memorandum of Agreement on this_____day of_____2017 in_____.

For:

LGU NAME

For:

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

_____
Mayor

DENIS F. VILLORENTE
Undersecretary for Development
and Innovations

SIGNED IN THE PRESENCE OF:

_____
<Position/Designation>
Witness

ARLENE A. ROMASANTA
OIC, Office of the Director, DICT-SIDS
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY   } S.S

BEFORE ME, personally appeared:

	Government ID	**Date**	**Place**
Mayor			

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and in behalf of their respective principals, and acknowledged to me that the same is their free and deed and that of agencies they respectively represent.

This instrument consisting of eight (8) pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place first above written.

                                                    Notary Public

Doc. No._____;
Page No._____;
Book No._____;
Series of 2017

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY   } S.S

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	Government ID	**Date**	**Place**
Usec.Denis F. Villorente			

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