

Republic of the Philippines)  
City of MANILA ) S.S.

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## MEMORANDUM OF AGREEMENT

### **KNOWN ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (MOA) is being executed by and between:

The **NATIONAL MAPPING AND RESOURCE INFORMATION AUTHORITY**, the central mapping agency of the national government, with office address at Lawton Avenue, Fort Bonifacio, Taguig City, Metro Manila represented by its Administrator, **Use. PETER N. TIANGCO, PhD, CESO I**, hereinafter referred to as "**NAMRIA**";

- and -

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) MIMAROPA REGION**, one of the regional offices of the DENR responsible for the conservation, management, development, and proper use of the region's environment and natural resources, with office address at the L&S Building, 1515 Roxas Boulevard, Malate, Manila, Metro Manila, represented by **FELIX S. MIRASOL JR, CESO IV**, Regional Executive Director, herein referred to as "**DENR-MIMAROPA**";

### **- WITNESSETH: That -**

**WHEREAS, NAMRIA**, in its continuing efforts to strengthen the agency's gender mainstreaming program, developed and operationalized the Gender and Development Information System (GADIS) for the collection and maintenance of GAD database containing gender statistics and sex-disaggregated data (SDD) to facilitate gender analysis as basis for planning, programming and policy formulation;

**WHEREAS, DENR-MIMAROPA** has sought the assistance of **NAMRIA** in using GADIS for their GAD Database Project;

**WHEREAS, NAMRIA** is willing to share GADIS with **DENR-MIMAROPA** in support of the agency's gender mainstreaming efforts;

**WHEREAS, NAMRIA**, as the owner of GADIS, is the only entity allowed to share the source code with other agencies to protect the confidentiality, and security of, as well as intellectual property rights to GADIS;

**WHEREAS, DENR-MIMAROPA** acknowledges that the source code is the intellectual property of **NAMRIA** and shall not be reproduced, distributed, or used for any purpose beyond the scope of this MOA without prior written consent from **the latter**;

**NOW THEREFORE**, for and in consideration of the foregoing premises, both parties have mutually agreed to enter into this MOA under the following terms and conditions:



## ARTICLE I RESPONSIBILITIES OF NAMRIA

### NAMRIA shall:

1. Share its existing GADIS, together with its source code, user manual, hardware, and software technical specifications used in its installation and deployment, with **DENR-MIMAROPA** in support of the latter's GAD Database Project;
2. Conduct appropriate training and orientation to the GAD Database Project team of **DENR-MIMAROPA** regarding the use of the system and installation procedure of GADIS;
3. Provide initial technical assistance and training to the GAD Database Project Team of **DENR-MIMAROPA** prior to deployment of the GADIS;
4. Allow **DENR-MIMAROPA** within limits authorized by relevant laws or issuances to customize, enhance and reconfigure the GADIS as may be necessary and appropriate for their needs, provided that it shall furnish **NAMRIA** a copy of the updated version of the GADIS source code and provide further that the GADIS trade secret and confidentiality are not compromised; and,
5. Authorize **DENR-MIMAROPA** to share the use of **the GADIS** with its Provincial Environment and Natural Resources Offices (PENROs) and Community Environment and Natural Resources Offices (CENROs) as appropriate;

## ARTICLE II RESPONSIBILITIES OF DENR-MIMAROPA

### DENR-MIMAROPA shall:

1. Adopt the **GADIS**, review its contents, identify immediate needs, and enhancements, and make the necessary modifications to the information system to suit the needs of **DENR-MIMAROPA**;
2. Coordinate with **NAMRIA** on technical and incidental matters as to the initial deployment of the **GADIS**;
3. Mobilize the **DENR-MIMAROPA** GAD Database Project Team to evaluate, reconfigure and improve the **GADIS** after due consultation with **NAMRIA**;
4. Take full responsibility for the deployment, implementation, and maintenance of the GADIS;
5. Provide appropriate hardware, software, server, and other logistical requirements needed for the installation and deployment of the GADIS;
6. Supervise and manage the implementation of the GADIS and where necessary, provide a helpdesk in support of its operation;
7. Provide the necessary training to all end users of the GADIS through its GAD Database Project Team;



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8. Ensure the confidentiality and security of the GADIS as well as its documentation in accordance with Republic Act No. 10173 or The Data Privacy Act of 2012 and Republic Act No. 8293 The Intellectual Property Code of the Philippines and other related laws, executive orders, and issuances;
9. Provide **NAMRIA** a copy of the updated source code once the system has been deployed and;
10. Protect the copy of **GADIS** source code from information technology risks including but not limited to unauthorized, accidental, and/or malicious exposure, disclosure, modification, theft, and destruction of the **GADIS** including its source code.

### **ARTICLE III COST REQUIREMENTS**

Actual and incidental expenses to be incurred during the installation, deployment, implementation, and maintenance of the GADIS, and trainings in relation thereto shall be solely shouldered and defrayed by **DENR-MIMAROPA** as a recipient of the GADIS, subject to usual audit and accounting rules and regulations.

### **ARTICLE IV EFFECTIVITY**

This Memorandum of Agreement shall take effect immediately upon signing and shall cause both parties to abide by the provisions stated herein.

### **ARTICLE V MISCELLANEOUS PROVISIONS**

1. After deployment of the GADIS, **NAMRIA** shall be deemed relieved from any responsibilities and/or liabilities in relation to the use of the system;
2. Any changes/enhancements from the original source code of the GADIS by DENR-MIMAROPA will not bind **NAMRIA** to adopt the same for its own use. Subject to the relevant provisions of Articles I and II hereof concerning the introduction of some changes/enhancements/, to the system, such updates shall be deemed applicable only to **DENR-MIMAROPA**;
3. Any additional work required but not otherwise provided herein shall be subject to negotiation by both parties and a supplemental agreement may be drawn as deemed necessary;
4. **NAMRIA** shall not be liable for the delay in the performance of the obligations under this MOA, which is attributed to force majeure or any fortuitous event and other situation or circumstances beyond its control.
5. The GADIS shall be exclusively used by the DENR-MIMAROPA and its PENROs and CENROs. The parties shall comply with their respective responsibilities for the efficient installation and use of the said system.
6. If any provision of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. However, if a court of appropriate jurisdiction finds any provision of this MOA invalid or unenforceable, and by limiting such provision it would become valid and enforceable, then such provision shall

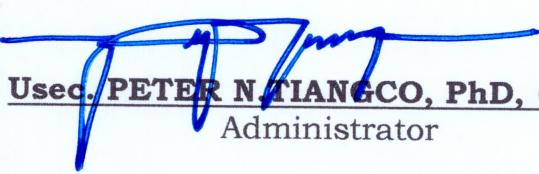
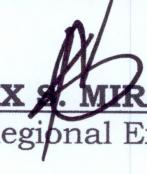
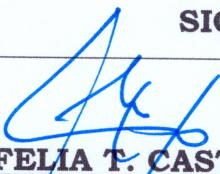
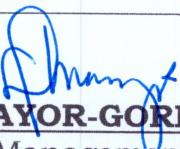


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be deemed to be written, construed, and enforced as so limited.

7. This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
8. The Parties undertake to act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.
9. The failure of either party to enforce any provision of this MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOA. Nevertheless, in case of dispute or disagreements in relation to the interpretation and enforcement of any particular provision of this MOA, both parties shall endeavor to resolve the same amicably before resort to courts is availed of.
10. Any amendments or modifications to this MOA shall be mutually agreed upon and signed by both parties.

**IN WITNESS WHEREOF**, the authorized signatories of the parties to this MOA have hereunto signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the City of \_\_\_\_\_, Philippines.

<p><b>National Mapping and Resource Information Authority (NAMRIA):</b></p>  <p><b>Usecc. PETER N. TIANGCO, PhD, CESO I</b> Administrator</p>	<p><b>Department of Environment and Natural Resources-MIMAROPA (DENR-MIMAROPA) Region:</b></p>  <p><b>FELIX S. MIRASOL JR., CESO IV</b> Regional Executive Director</p>
<p><b>SIGNED IN THE PRESENCE OF:</b></p>	
 <p><b>OFELIA T. CASTRO</b> OIC, Deputy Administrator NAMRIA GFPS ExeCom Chairperson</p>	 <p><b>DONNA MAYOR-GORDOVE, CESO IV</b> ARD for Management Services and RGADFPS</p>

#### **ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for \_\_\_\_\_ City, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared the following:

<b>NAME</b>	<b>ID No.</b>	<b>DATE/PLACE ISSUED</b>
<b>PETER N. TIANGCO</b>		
<b>FELIX S. MIRASOL JR.</b>		

known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement consisting of five (5) pages including this page on which this Acknowledgement is written, and they acknowledged to me that the same is of their free and voluntary act and deed.

IN WITNESS THEREOF, I have hereunto affixed my signature and notarial seal.

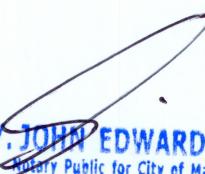
ACKNOWLEDGED AND SWEARN TO BEFORE ME  
IN THIS DAY OF 20 AT 10:00 AM

**MANILA**

**NOTARY PUBLIC**

19 DEC 2023

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Series of 2023

  
**ATTY. JOHN EDWARD T. ANG**  
Notary Public for City of Manila  
2F Midland Plaza Hotel, Adriatico St. Ermita, Manila  
Notarial Commission No. 2023-091 Manila until 12-31-2024  
IBP No. 293899 Issued on Jan. 10, 2023 until Dec. 31, 2023 Pasig City  
PTR No. 0822023 Jan. 03, 2023 Manila  
Roll No. 68731 Issued on May 29, 2017  
MPLF No. VII-0011675 Issued on March 1, 2022 until April 14, 2024



