



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD

COMMITTEE ON INFORMATION AND COMMUNICATION
TECHNOLOGY

COMMITTEE REPORT ICT
NO. ICT-017-S-2024

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
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BACOR CITY, CAVITE

Subject- A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH H PHILIPPINES CONTROL STATION INC. (HPCS, AND THE BARANGAYS IN THE CITY OF BACOR FOR THE INSTALLATION OF STABLE AND SECURE WIFI CONNECTION. - PCR 476-2023 dated January 8, 2024

Referred to this Committee is the above-subject matter for appropriate action and recommendation.

OBJECTIVE OF THE AGREEMENT:

- Installation and provision of WI-FI access and internet connectivity.
- Installation, configuration and maintainance of necessary equipment and network infrastructure required for WI-FI access in the premises, including technical support, troubleshooting and ensuring a stable WI-FI connection.
- To supply all the necessary equipment and systems, including the repairs and maintenance, at no cost to the city government.
- Installation of the required number of routers and HUB at all designated locations/barangays.

COMMITTEE REPORT NO. ICT-017-S-2024

PCR-476-2023- REQUEST FOR APPROVAL OF RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH H PHILIPPINE CONTROL STATION, INC.



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CGBCR-SPBac-F003.00
10/20/2023

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LEGAL OPINION:

For the information of the Honorable Members of the Sangguniang Panlungsod, the Office of the City Legal Service issued **Legal Opinion No. 102, Series of 2023** which specifically suggests the following:

1. The undertakings must be in legal form and be referred to as Memorandum of Agreement (Installation of Free WIFI Service).
2. The Agreement requires the direct involvement of the Barangays, and the same must be discussed with the Punong Barangays for them to decide.

During the Committee hearing held on January 18, 2024, the following issues were raised by the resource person from the Management Information Service (MIS), Mr. Lodgene Asuncion and Atty. JD Gutierrez, Office of the City Legal Service:

- Log in requirement to access the free WI-Fi
- Duration of Advertisement
- Data Privacy Act
- Access Point (AP)
- Internet Service Provider (ISP)

The H Philippines Control Station, Inc. (HPCS).through its representatives, Mr. Michael Koh and Ms. Anne Rodriguez, explained and clarified the issues raised by the Office of the City Legal Service and Management Information Service, as follows:

1. To log in with the free WI-Fi.,

- Requires to register the e-mail account and the password.
- Watch one (1) advertisement from the Google to access the unlimited free WI-Fi, if no interaction or idle for about 30 to 35 seconds the user will be automatically logged out.
- In watching the ads the user may accumulate points every log in, which can be redeemed or exchanged their point to Gcash, e-shopping malls, pre-paid goods, other product services available.

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- Speed of 200 MBPS to 250 MBPS could be provided depending on the location, number of routers that can be put up and the number of Access Point (AC).

2. Data Privacy.

- If not infringed by the Data Privacy Act, the LGU may access the data registered in the HPCS system; and
- A data sharing agreement must be entered into by the parties, including the non-disclosure agreement.

3. Access Point (AC)

- Power supply is only needed for the main server, and a one (1) house power supply may supply everyone.
- The Barangays will provide the facility or space where the equipment will be installed.
- The space/facility for the server is not necessarily an airconditioned room, and/or as long as it is a good place to shelter the server, with temperature not over 35 or 45 degrees or not too hot, is acceptable.

4. Internet Service Provider (ISP)

- The payment due to the ISP shall be paid by the H Philippine Control Station, Inc., including the provisions of all equipment and feed links at no cost to the city government.

FINDINGS:

1. The HPCS, Inc is amendable for the revision of the Agreement, and the incorporation of the provisions specifically recommended by the Office of the City Legal Service, as follows:
 - Which party shall be liable for the safety and security of the installed equipment and systems.



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- The electricity expenses shall be for the account of the barangays.
- The incorporation of the following provisions for:

Term and Termination
Harmless Clause
Representation and Warranties
Data Privacy Clause
Confidentiality Clause.

- The incorporation of the following Miscellaneous provisions :

Authority
Goodfaith
Training
Maintenance
Relationship of Parties
Non-Waiver of Rights
Notice
Governing Laws
Non Exclusivity
Severability

2. The HPCS will be given the opportunity to discuss the subject matter to each of the barangays in Bacoor City, and the Punong Barangays shall be given a free will to decide on whether or not to participate in the project.

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee hereby recommend **TO APPROVE** the City Resolution authorizing the City Mayor, Hon. Strike B. Revilla to enter into and sign on behalf of the City Government of Bacoor the Memorandum of Agreement with H Philippine Control Station, Inc. (HPCS).

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WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of January 2024 at the City of Bacoor, Cavite.

**THE COMMITTEE ON INFORMATION AND COMMUNICATION
TECHNOLOGY**


HON. ROGELIO M. NOLASCO
Chairman


HON. ALEJANDRO J. GUTIERREZ
Vice Chairman


HON. ADRIELITO G. GAWARAN
Member


HON. REYNALDO D. PALABRICA
Member

Prepared by:

ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I

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MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH H PHILIPPINE
CONTROL STATION, INC.



Committee on Information and Communication Technology

COMMITTEE HEARING MINUTES

NO. ICT-017-S-2024

Subjects: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH H PHILIPPINES CONTROL STATION INC. (HPCS), AND THE BARANGAYS IN THE CITY OF BACOR FOR THE INSTALLATION OF A STABLE AND SECURE WIFI CONNECTION. – PCR-476-2023 dated January 8, 2024.*

Present:

Committee on Information and Communication Technology

Hon. Rogelio M. Nolasco	-	Chairman
Hon. Alejandro Gutierrez	-	Vice Chairman
Hon. Adrielito Gawaran	-	Member

Resource Persons:

Atty JD Gutierrez	-	Office of City Legal Services
Mr. Lodgene Asuncion	-	Management Information System
Ms. Anne G. Rodriguez	-	President HPCS INC.
Ms. Susan Pelabio	-	HOA President Molino III
Mr. Michael Koh	-	Director HPCS INC.

Hon. Rogelio Nolasco: "Magandang Hapon sa inyong lahat, nais ko pong ipakilala ang aking Vice Chairman Konsehal Alejandro Gutierrez, for Information and Communication Technology at Konsehal Adrielito Gawaran ang amin pong Member. And for the record pwede pong magpakilala ang bawat isa your name and your Company concern."

Hon. Rogelio Nolasco: "So, thank you for your presence and pwede pong paki explain po about your company."

Ms. Anne G. Rodriguez: "We are HPCS (**H Philippines Control Station**) we are a Domestic Corporation with Partnership to Korean Company to provide free Public Wi-Fi here in the Philippines. We are here because we target the City of Bacoor, gusto po naming lagyan ng Free Wi-Fi ang City of Bacoor pati mga Barangay, Malls, Hotels, Schools, Hospitals at kung ano po ang pwede naming lagyan. Free po siya but first they need to log in and watch at least one advertisement to avail free Wi-Fi, maganda po siya kasi makakatulong po ito sa ating mga mamamayan at syempre ang internet ngayon is a part of our daily



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life, it's a necessity. And its free because we will get our revenue from the ads na gagamitin ng mga users."

Hon. Alejandro Gutierrez: "Ganoon? Wala kaming babayaran?."

Ms. Anne G. Rodriguez: "Yes po."

Hon. Rogelio Nolasco: "Maganda po itong offer nyo, pero pakinggan po natin ang masasabi ng ating MIS regarding sa inyong offer."

Mr. Lodgene Asuncion: "Good Afternoon po. So, you facilitate the construction of the store of your Company? So, your connectivity will be provided also like may service provider kayo hindi po ninyo gagamitin yung connectivity ng Barangay?"

Ms. Anne G. Rodriguez: "Internet provider po, other line po."

Mr. Lodgene Asuncion: "Ah other line. Mam may question lang po, your Ads you are saying it should be watched to access your free Wi-Fi, ilang minutes po ba iyong access nila everytime na lalabas yung Ads nila they can access your Wi-Fi facility, let's say every one hour or 2 hours a day. Is it unlimited?"

Mr. Michael Koh: "Okey, let me answer your question right? It is very simple, before log in and once you log in you have only to watch one (1) Ads from Google and right after that you are in the internet free unlimited as long as you are interactive and that you are playing game you are connected. But if you don't interact on the phone for about 30 to 35 seconds, you are automatically log out."

Ms. Anne G. Rodriguez: "As long as active siya."

Mr. Lodgene Asuncion: "If you are idle for 30 to 35 seconds it will be disconnected. So you need to be active for the whole day if you want to."

Mr. Michael Koh: "As long as he is active he can used 12 hours, 20 hours."

Ms. Anne G. Rodriguez: "Even 24 hours as long as you are not inactive and one good thing about this, we share our information to the users, so partly we are giving points every time they log in. We give points to the users so when they accumulate it next time they can redeem it through our e-shopping malls. Our system has e-shopping mall where they can exchange their points into Gcash, prepaid goods or other product services that they can put in our market."

Mr. Lodgene Asuncion: "Suppliers need to register?"

Mr. Michael Koh: "Yes, they have 2 options to registers, if he don't want to register just skip and watch only one Ads and use internet, if he want to register, the only one reason is he can accumulate points."



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Mr. Lodgene Asuncion: "Okey, so we are talking about this but the processing time and restrictions is the same?"

Mr. Michael Koh: "Yes that's correct"

Mr. Lodgene Asuncion: "Did the band is limited? What band you are using?"

Mr. Michael Koh: "It depends on the location and how much highest speed we can provide, generally for each location we have come up to **200 MBPS** up to **250 MBPS** with that we will be validate to how much routers we will put depending on the locations and how many people will be there depending on that we will add for example **2 AP's (Access Point)** or 3 or 4 or 5. For example are you aware of any big Shopping Center? for example in Molino and RFC. Okay? We have **31 AP's** okay? So, it is meant for all the Public Market outside and inside the Mall for, GF, FF, 2ND Floor and 3RD Floor."

Mr. Lodgene Asuncion: "Okay, So you said users can register, if they registered can you get the copy of registered users?"

Mr. Michael Koh: "No. Okay? What do you mean by can we get a copy of registered users?"

Mr. Lodgene Asuncion: "Well we need to access the proceedings for this. Can we access the data registered to your system?"

Mr. Michael Koh: "If it is not infringed to a Data Privacy Act yes we can. But if it is infringe to Data Privacy Act I'm sorry we cannot give."

Mr. Lodgene Asuncion: "I believe we need the data sharing agreement between your Company and the LGU to be able to share data between both parties, if we have data sharing agreement and Non-Disclosure Policy required by Data Privacy Commission, I think we will comply with their requirements."

Mr. Michael Koh: "Oh yes, if that's the case, I think it's very possible, yes."

Mr. Lodgene Asuncion: "Okay, so how about the Ads? So, you said you are showing the Ads to be able to generate revenue; can the LGU also promote Ads using your facility?"

Mr. Michael Koh: "Oh yes, of course."

Mr. Lodgene Asuncion: "Are we limited to air time? How many air times?"

Mr. Michael Koh: "Oh no, Air time no. But duration of each is about 30 seconds maximum 2.5. of 1 Ads"

Mr. Lodgene Asuncion: "So, the LGU can show or promote its programs using all of this."



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Mr. Lodgene Asuncion: "Halimbawa Konsi kung naandito si agreement, I believe we need to include those provisions doon sa agreement po natin."

Hon. Rogelio M. Nolasco: "Noted."

Ms. Anne G. Rodriguez: "Actually, add ko lang po kasi yung Name ng Wi-Fi namin is pwedeng i customize sa project ng City Hall or kung anong Barangay, and the moment na ma access including na yung Logo ng Company namin pwede din namang doon mag pack up yung picture ni Mayor or ng Barangay Captains or kung sino man po yung gusto nating ilagay. Very useful din po kami when in terms of promotion."

Mr. Lodgene Asuncion: "Siguro yung ibang Department po namin kailangang i draft kasi dapat po kasi exclusive yung Log out, Log in or Register."

Mr. Michael Koh: "There is one a little bit discrepancy in here for example when you Log in to our free Wi-Fi."

Hon. Rogelio M. Nolasco: "We acknowledge the presence of Atty. Jd. Gutierrez from our Legal Department."

Mr. Lodgene Asuncion: "If I may answer, maybe the Legal Department can draft the privacy policy to your part for the compliant to Data Privacy Act compliance."

Mr. Michael Koh: "Regarding the Data Privacy Compliance, I would like to inform you one thing is, when you Log in to our Free Wi-Fi you require to register only 2 things, your **Email and Passwords** only 2 okay? The reason? Sometimes the people are giving false email and but the password they have to remember. Those are the two things only required to Log in."

Ms. Anne G. Rodriguez: "Any email even it is 12345@yahoo.com even fake ay tatanggapin po makaka log in sila as long as for points accumulation purposes only, they just need the users which is the email address and the password so yun po tatandaan nila."

Mr. Lodgene Asuncion: "For the user, the only information you need is the email address and the password? For none registered?"

Mr. Michael Koh: "Nothing."

Ms. Anne G. Rodriguez: "So, the information you can get there might be false information."

Mr. Michael Koh: "Okey? So, because, I am come to a lot of request from the customers who has gain some points but we will not able to pay them or



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Give each of them or exchange them because they don't have proper information. So, that draft you have to understand."

Mr. Lodgene Asuncion: "Atty. maybe you have something to add?"

Atty. JD Gutierrez: "We reviewed in regards for the installations."

Hon. Rogelio M. Nolasco: "Yes Atty. nabasa nyo na po ba yung MOA? Actually yun ang Legal opinion ng ating Atty."

Atty. JD Gutierrez: "Yes po."

Mr. Lodgene Asuncion: "Atty. yung provision ng air time natin for the Ads of the City for the promotion."

Atty. JD Gutierrez: "Sa advertising ng mga projects natin? Yes Sir, is it free in regards to advertising?"

Mr. Michael Koh: "Advertising? Okay, excuse me regarding the advertisement maybe first month we can give a free advertising alright? But for the second month onwards if the chance we cannot just give you unlimited free."

Mr. Lodgene Asuncion: "How much do you charge?"

Mr. Michael Koh: "Its average is about **3 to 4 pesos per click.**"

Mr. Lodgene Asuncion: "Click? 4 pesos per click?"

Mr. Michael Koh: "It is cheaper than **Facebook** compare to Facebook is still cheaper than **Youtube.**"

Ms. Anne G. Rodriguez: "Free Wi-Fi, for example we have emergency announcement, it will be free."

Mr. Michael Koh: "That's right, in case of emergency like daily forecasting in couple of days there is an Earthquake; and you like to announce to all members, it will be free."

Mr. Lodgene Asuncion: "In the contract, is it profit sharing or revenue sharing?"

Mr. Michael Koh: "It's cost we are giving free."

Ms. Anne G. Rodriguez: "Because we are covering all the cost, and it is very expensive. There is an Ads as of now we don't have local advertiser so we only have Google Ads so; it's not even or break even with our installation and manpower. I hope you understand that po."



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Mr. Lodgene Asuncion: "Kung baga kung lumaki na baka pwedeng profit sharing?"

Ms. Anne G. Rodriguez: "But Sir, may I just add for some instances by the time that we can get our revenue, of course we are open if you need some support or sponsorship we are open for that."

Atty. JD Gutierrez: "If may I ask some question, since I was not present early, what are the scope of your services? Kasi dito po sa draft is a bit confusing, "we will install and provide access to Wi-Fi and at the same time the necessary equipment" so are all of this are included or just the access? Everything po?"

Ms. Anne G. Rodriguez: "Everything, through ISP we are the one who will pay the **(ISP) Internet Service Provider**. We will provide all the equipment's, the feed links, the installation and everything, so it will be at zero cost for establishment for the City Government of Bacoor."

Mr. Lodgene Asuncion: "May nabasa lang po ako dito sa part of LGU yata yun, ah meron po kayong requirements sa Barangay to provide the facility, you will install your equipment and required din po ay air-conditioning?"

Mr. Michael Koh: "Regarding that point okay, as long as there is shelter and it's not too hot and safe."

Ms. Anne G. Rodriguez: "Not necessarily air-conditioning but preferably, because our **ISP** they required air-condition rooms for the servers but, they said it can be put also just in good place as long as not over 35 or 45 degree and not too hot."

Mr. Lodgene Asuncion: "How about the access points, the power supply should be supplied and to provide?"

Mr. Michael Koh: "Like I said, we don't need your power supply; we only need power supply for the main server. And should there be access what we call home in between. You will not be home if it is only 5 okay? So, the power supply is not very much required because we only need one house supply that can supply everyone."

Mr. Lodgene Asuncion: "Ah okay, so the main supply will come from the Barangays?"

Ms. Anne G. Rodriguez: "Yes the power supply."

Mr. Michael Koh: "Like for example in this room we have one **AP** (Access Point) here and one **AP** outside, here we don't need power supply outside we don't, in AP we don't need power supply because it is a prime router factors."



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Mr. Lodgene Asuncion: "Yes I understood. We need consultation po from the Barangay baka po wala sa budget."

Hon. Rogelio M. Nolasco: "Invited sila pero walang dumating sa kanila."

Mr. Michael Koh: "Only one water supply for the main."

Mr. Lodgene Asuncion: "We need consultation from the Barangay if they are willing to provide power supply. Kasi Barangay po ang magbibigay ng supply. Maaring papayag ang Barangay kung may ibibigay kayong band siguro po."

Hon. Rogelio M. Nolasco: "Aayusin pa po muna natin yung MOA."

Ms. Anne G. Rodriguez: "Papa include pa po muna natin yung sa Ads. Bale yung scope ng freebies po namin sa Ads yung sa emergency announcement and then sa electric power supply. Kailangan nating I clarify."

Hon. Rogelio M. Nolasco: "Yes po para maayos."

Mr. Lodgene Asuncion: "Yes po Mam can we request po yung air time operation for the City Government not only one time, or can we extend during later projects? we will not advertise."

Ms. Anne G. Rodriguez: "For every Log in po ba iyon?"

Mr. Lodgene Asuncion: "For some portion, you can allocate certain, halimbawa 100 clicks a day for the City Government only or it depends."

Mr. Michael Koh: "Okey we can apply if you are requesting only 100 clicks per day yes that is very possible."

Mr. Lodgene Asuncion: "What is the most you can give for the City Government?"

Hon. Rogelio M. Nolasco: "Anyway, magpapatawag ako ng kasama ang Liga para kapag nag meeting sila mapagusapan nila."

Hon. Alejandro Gutierrez: "Yes every Wednesday may meeting sila with the Mayor."

Hon. Rogelio M. Nolasco: "Para maayos din ni Mam kung ano yung dapat pang idagdag."

Ms. Anne G. Rodriguez: "Atty. mayroon akong question? Yung mga i a add ba namin kami na ang bahalang magdadag or magi iinitiate kami ng panibago? Katulad noong the City Hall is asking for additional Ads and the maximum Clicks we can give per day. Are we going to put it here or are you



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going to send us a revise MOA for implementation. Sir maybe you can propose what is your desired number of Clicks per day you want us to give you as Freebies to be included in the Memorandum Of Agreement that Atty. will give us?"

Mr. Lodgene Asuncion: "Sure Mam."

Ms. Anne G. Rodriguez: "This will be much better if it is coming from you and we will check if it is good for us."

Hon. Rogelio M. Nolasco: "Ang Legal po natin, ano po ang masasabi nyo sa MOA na ito?"

Atty. JD. Gutierrez: "First po may question lang daw po si Sir Lodgene."

Mr. Lodgene Asuncion: "Mam, may we ask po what is the average daily Clicks you have right now, let's say per village po?"

Atty. JD. Gutierrez: "We can just request a hard copy."

Ms. Anne G. Rodriguez: We can show you the data right now for the few Establishment we have installed right now. It's different everyday eh, for example with RFC Mall we just started last Saturday until today is Thursday, we have **311** views Log in, on Sunday **304** then on Monday **384**, Tuesday **501**, Wednesday **188** and Thursday **668** but, because kahit nakakabit na doon hindi pa nila alam eh. Kailangan pa nating I push yung promotion."

Mr. Lodgene Asuncion: "Mam siguro mahirap po kasing i qualify since bago pa lang po yung inyong facility sa RFC Mall maybe can you provide at least a minimum of 10% allocation of your average Clicks. Pwede pong ganoon? 10 or 20% of your average Clicks Daily. So, mahirap po kasi minsan clicks nila 10 na eh 2 lang dapat ibigay sa amin?"

Mr. Anne G. Rodriguez: "Depende po kasi sa lugar. Minsan ang traffic eh dito at marami pong naghihintay dito."

Mr. Michael Ko: "Can I comment on that? Yes if you want us to give you 10% or percentages it has to be what the government gives us? For example if you give us to install in schools and hospitals all those location yes but not on the location we have establish also. Alright? For that, we might be able to agree the 10 to 20%. The average on the installation of what we have done with."

Ms. Anne G. Rodriguez: "For the first time since we don't have data for these establishments for all your referrals maybe we would be based on our average daily. But if we have already average on your area kasi mas madami mas malaki."



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Mr. Lodgene Asuncion: "Kasi malaki yung Bacoor, eh Kasi ngayon maliit pa yung data port, siguro for the first two months doon natin makikita yung average clicks, so if we get the data na po halimbawa for the first two months kung ano yung daily average unti unti na nating makukuha yung average."

Mr. Michael Ko: "In the High School average daily is around 1,000, 500, 2000 Clicks. In Alabang , Hotels are only good during the weekends Friday, Saturday and Sunday and during the weekends is not so good." So you can see in the Plaza today the total is 2800, 1300 this is the total we have and school is on holiday most students are not there and yesterday 4,055.

Mr. Lodgene Asuncion: "If may I suggest to be able to get easily the 10% Clicks per day, the first 9 Clicks will be for your Ads and the 10th for the City Government. The next 9 clicks is for you and the 20th Clicks is for the City Government. For us to compute the average clicks per day. Mas madali po iyon. Or the first Clicks for the City Government and the next 9 Clicks is for your Ads."

Ms. Anne. G. Rodriguez: "For the air time of the Ads for City Government it will be together with our Ads?"

Mr. Lodgene Asuncion: "Yes"

Ms. Anne. G. Rodriguez: "It should be? So it will have 2 Ads?"

Mr. Michael Koh: "If you will have Ads and our Company have 1 Ads but we will have a serial for the City Hall and the Client."

Ms. Anne. G. Rodriguez: "So, for every 10 desired Ads will be aired every time clicks?"

Mr. Lodgene Asuncion: "If it is acceptable for you the first Clicks is for the City Government and the succeeding up to 10 clicks is for your Ads."

Mr. Michael Koh: "Okey we will allocate the first and second party but one thing I'm a little bit worried is what about the location? Only in Bacoor?"

Mr. Lodgene Asuncion: "To all participating Barangays. We will require all Barangays to accept the terms."

Ms. Anne. G. Rodriguez: "Then we will add also the sharing of Data."

Atty. JD Gutierrez: "Yes I will add po the confidentiality of Data Privacy. Would you like to separate the agreement for the sharing Data Privacy?"

Ms. Anne. G. Rodriguez: "It would be better. But Atty. as we discussed earlier the data that you can get from us might be false data because our



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system accept any emails in any names and password so even it is fake it's not to whom the name it will be accepted."

Mr. Lodgene Asuncion: "We don't have any control on this."

Atty. JD Gutierrez: "As long as it is from Bacoor constituents."

Ms. Anne. G. Rodriguez: "Pero hindi rin naman kasi nila alam kaya iisipin nila kailangang makapag log in sila para may points. Malamang naman majority will give their full names and emails but for their numbers not required the contact number."

Atty. JD Gutierrez: "Actually the rest naman po ng provisions we have already incorporated yung what we think is needed naman po. Available naman po dito sa taas. We can coordinate na lang po para po maayos na natin. Para ma resolve na po yung MOA. If all the Barangay are participate kasi kung sino lang yung specific na Barangay kasi only the Punong Barangay is authorize to sign the agreement, So, before finalization we need to input the names of all the Barangay."

Ms. Anne. G. Rodriguez: "This proposal is open to everyone it's up to them naman po. Kung sa tingin nila makakatulong sa kanila okey lang. How about the electricity?"

Mr. Lodgene Asuncion: "Yes po Mam it is from Barangay po."

Ms. Anne. G. Rodriguez: "Are we going to include that? Because it is already included in the contract, in the Memorandum of Agreement that the electric supply will be shouldered by the Establishment. But, the main concern is the budget. So depending on their approval?"

Atty. JD Gutierrez: "Yes, with regards po doon just await for the approval."

Ms. Anne G. Rodriguez: "Tapos bahala na lang si Barangay na makipag negotiate sa amin? Regarding the list, kayo na po ang bahala doon?"

Atty. JD Gutierrez: "Yes po, kasi budget po nila ang gagamitin."

Mr. Lodgene Asuncion: "Mag iinstall din ba kayo dito sa City Hall?"

Ms. Anne. G. Rodriguez: "Yes po, lahat po sana ng may full traffic area, pati waiting areas."

Atty. JD Gutierrez: "Pwedeng paki specify lang po kasi nakalagay lang dito ay Barangay Halls."

Ms. Anne. G. Rodriguez: "Okey, yun po baka pwede nating ilagay. And then kanina sabi ni Mayor isama na rin po namin ang Schools, Hospitals at Strike Urban Housing."



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Atty. JD Gutierrez: "That would be the different meeting po."

Ms. Anne. G. Rodriguez: "But for now we will prioritize the Barangay Halls. And then that's for the next level ang gusto lang po kasi namin makapag start para makita nyo kung ano yung kaya naming ibigay."

Atty. JD Gutierrez: "Pero currently po meron na kayong project that is ongoing and with resource?"

Mr. Lodgene Asuncion: "May existing project na po kayo with other LGU?"

Ms. Anne. G. Rodriguez: "We have seen our existing project is more on Private Establishment like hospitals, Schools and Mall. But we are not limited of course we are offering this to Bacoor. Because we are targeting nationwide, so I hope you will not have any conflicts or problems with that, but rest assure what we talk about here will remain between us only for your strategies it will be remain on us. For example the Ads it will be our confidential agreement, we will not offer it also to another LGU's unless they suggest something that it could come to the net with us."

Atty. JD Gutierrez: "There should be a condition of exclusivity?"

Mr. Michael Koh: "No, exclusivity is not work because we don't require exclusivity."

Ms. Anne. G. Rodriguez: "Because our target is nationwide."

Atty. JD Gutierrez: "No, what I mean is reserve list to provide we can ask for other."

Mr. Michael Koh: "Oh yes, this is a location what we have in the City of Cavite for the moment, but next week we are going to Manila."

Mr. Lodgene Asuncion: "Do you have any LGU's in Tagaytay?"

Ms. Anne. G. Rodriguez: "No not yet. Ito na lang for information, you see we have this system, our system we can access all the data, statistics every router and location you just click it and it will pop up, for the LGU of course for you and for all the staff which means that we are putting our free Wi-Fi we also give specially to the one who will putting Ads we also giving a platform and system where you have users name and password you can access it and you can upload your Ads here you can see how many views and you can see the statistics and everything."

Mr. Michael Koh: "Yes specially the client."

Mr. Lodgene Asuncion: "So each merchant or partners?"



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Ms. Anne G. Gutierrez: "For the advertising partner. For example the LGU's is coming to put Ads so make it also your system for monitoring and it is also our control. So, that's to be transparent."

Mr. Lodgene Asuncion: "We can also see."

Ms. Anne G. Gutierrez: "You can also access, you have limited access for viewing it, for uploading we can talk about it on how's the process, if you are going to upload it outright or we will upload it for you."

Mr. Lodgene Asuncion: "Noted, Thank you."

Hon. Rogelio M. Nolasco: "We wait na lang doon sa final MOA. Thank you."

Hon. Alejandro Gutierrez: "Since there is no other matter to be discussed I move for the adjournment of this hearing. Thank you."

The hearing adjourned at 5:05 P.M.

Prepared By:

EDGARDO B. NOLASCO
CLERK

Attested By:

COUN. ROGELIO "BOK" M. NOLASCO
Chairman
Committee on Finance, Budget and Appropriation



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD



Bacoor, Calabarzon, Philippines
CXJ8+HX3, New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines
Thursday, 18th January 2024 04:29 PM
JOINT COMMITTEE HEARING MSBR CONFERENCE ROOM 4TH FLOOR
(ICT)



Bacoor, Calabarzon, Philippines
CXJ8+HX3, New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines
Thursday, 18th January 2024 04:44 PM
JOINT COMMITTEE HEARING MSBR CONFERENCE ROOM 4TH FLOOR
(ICT)



Bacoor, Calabarzon, Philippines
CXJ8+HX3, New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines
Thursday, 18th January 2024 04:58 PM
JOINT COMMITTEE HEARING MSBR CONFERENCE ROOM 4TH FLOOR
(ICT)



Bacoor, Calabarzon, Philippines
CXJ8+HX3, New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines
Thursday, 18th January 2024 04:38 PM
JOINT COMMITTEE HEARING MSBR CONFERENCE ROOM 4TH FLOOR
(ICT)



Bacoor, Calabarzon, Philippines
CXJ8+HX3, New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines
Thursday, 18th January 2024 04:29 PM
JOINT COMMITTEE HEARING MSBR CONFERENCE ROOM 4TH FLOOR
(ICT)

PICTURES OF COMMITTEE HEARING ICT-017-S-2023

PCR-476-2023 - A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MOA WITH H PHILIPPINES CONTROL STATION INC. (HPCS) AND THE BARANGAYS IN THE CITY OF BACOOR FOR THE INSTALLATION OF A STABLE AND SECURE WIFI CONNECTION.



Republic of the Philippines
Province of Cavite

CITY OF BACOR

Office of the Mayor

CGBR-MO-02-F03.00
10/20/2023

December 11, 2023

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite

THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

**SUBJECT: Request for Authority to Enter Into and Sign the
Memorandum of Agreement with H Philippines Control
Station Inc., and Barangays in the City of Bacoor**

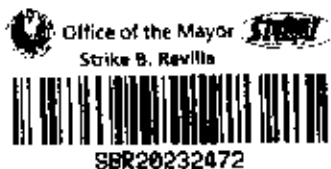
Dear Hon. Bautista-Mendiola:

H Philippines Control Station Inc. (HPCSI) offered to install and provide wireless fidelity (wifi) access to the City Government of Bacoor, specifically to its barangays, barangay halls and other establishments; and likewise desires to extend its equipment, network infrastructure and other facilities to the barangays and provide it with a stable and secure wifi connection for free. Considering that the said proposal will be beneficial to the City of Bacoor and covered by the program of this administration to enhance and improve the delivery of services and facilities to the people, I respectfully request the esteemed members of the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to enter into and sign the abovementioned Memorandum of Agreement.

Attached herewith is the draft Memorandum of Agreement for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd., Drg., Bacoor, City of Bacoor, Cavite
Telephone: 434-1111 | Website: www.bacoor.gov.ph

SCAN ME



OFFICE OF THE CITY LEGAL SERVICE

LEGAL OPINION NO. 102, Series of 2023

TO : **ATTY. AIMEE TORREFRANCA-NERI**
City Administrator's Office

11/30/23 4:10 PM

ATTY. PAUL MICHAEL B. SANGALANG
Office of the City Mayor

11/30/23 4:05 PM
SANGALANG

SUBJECT : **REVIEW OF DRAFT INSTALLATION AGREEMENT FORM WITH H PHILIPPINES CONTROL STATION, INC. (HPCS INC)**
Re: *Installation and Provision of Free Wifi Access to Barangay Officials, Residents within the Barangay, Visitors to the Barangay Halls and its other establishments*

DATE : **30 NOVEMBER 2023**

This Office received a Letter dated 24 November 2023 from H Philippines Control Station proposing a collaboration with the City Government of Bacoor in providing Free Public Wi-Fi Services in the City's establishments and attached therewith is a draft Installation Agreement Form ("Agreement") Re: ***Installation and Provision of Free Wifi Access to Barangay Officials, Residents within the Barangay, Visitors of the Barangay Halls and its other establishments, for review.***

This Legal Opinion shall only be made available to concerned offices, not to external offices or parties.

I. DISCUSSIONS

Upon careful perusal, this Office respectfully submits the following observations:

a. The Agreement is termed an "Installation Agreement Form."

Considering that the Agreement provides undertakings of parties, this Office suggests that the same be referred to as a "Memorandum of Agreement (Installation of Free Wi-fi Service)."

b. The Agreement provides H Philippines Control Station and the Barangay Affairs Office as signatories. Thus:

"The H Philippines Control Station Inc. or HPCS INC., (hereinafter referred to as "1ST Party") is located at 3rd floor, SBF Bldg. Tamsui Ave., Bayan Luma 2, Imus City, Cavite, and BARANGAY AFFAIRS OFFICE (hereinafter referred to as the "2nd Party") located _____, Cavite entered into this





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Agreement effectively on and beginning from the agreement dates to conduct and perform the services.”

Based on the Letter submitted, H Philippines Control Station proposes to enter into an Agreement with the City Government of Bacoor to provide free public Wi-Fi access, specifically to Barangay Officials, residents within the barangay, visitors of the Barangay halls, and its other establishments.

From our understanding, the Agreement requires the direct involvement and participation of barangays. It is unclear whether all barangays possess the capacity to accommodate the terms provided therein. It must first be discussed with the Punong Barangays with the assistance of the City.

Whichever Barangays agree to enter into the Agreement shall be specified as a separate signatory, considering likewise the fact that Barangays may have different undertakings depending on their circumstances.

- c. The draft Agreement referred to the parties as “1st PARTY” and “2nd PARTY”. It is respectfully suggested that the same be renamed to HPCS INC., LGU-BACOOR, and BRGY. <NAME>.
- d. The draft Agreement failed to provide **WHEREAS** provisions to lay the legal foundation of the Agreement;
- e. Provided in the Purpose and Scope of Services in the draft Agreement are the following:

“PURPOSE

The 1st Party agrees to install and provide for Wi-Fi access to the 2nd Party to enhance customer experience and provide internet connectivity for Recipient’s customers. The Parties acknowledge that this Agreement does not grant Recipient ownership or control over the Wi-Fi network or infrastructure.

SCOPE OF SERVICES

The 1st Party will install, configure and maintain the necessary equipment and network infrastructure required for Wi-Fi access at the Premises. The 1st Party will also be responsible for technical support, troubleshooting and ensuring a stable and secure Wi-Fi connection.

TERMS AND CONDITIONS

1. The 1st Party will supply all the necessary equipment and systems to the 2nd Party at no cost and the 1st Party will also





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bear all expenses related to repairs and maintenance associated with the installed equipment and system.

2. xxx
3. xxx
4. The 1st Party will install total of routers and HUB at the designated locations, the 2nd Party will assist and approve to post, stickers, stand, posters with the 1st Party company logo, displaying "FREE WIFI" and instruction of How to USE/Access.
5. The advertisements provided by the 1st Party shall be displayed as the first point of control for every use during the registration/log in process before they can access and enjoy the public Free Wi-Fi installed in the establishments of the 2nd Party.
6. The 1st Party retains sole control over the access points of all systems, equipment and devices provided and installed in the establishment of the 2nd Party reserves the right to monitor and track network usage for network management, security and improvement purposes.
7. The 2nd Party acknowledges and agrees that the 1st Party may require the use of a flexible hose for the installation of the internet services.
8. The 2nd Party is not permitted to change the locations of any devices or equipment installed without the proper consent of the 1st Party.
9. The 2nd Party acknowledges and agrees that the primary focus of this agreement is to strategically place routers in locations with high foot traffic or where a significant number of people stay. This placement strategy aims to maximize network accessibility and user satisfaction.
10. xxx.

ROLES AND RESPONSIBILITIES OF THE 2nd PARTY

The 2nd Party acknowledge and agrees that the 1st Party will be responsible for providing the services outlined in this Agreement. To ensure the smooth provision of these services, the 2nd Party shall fulfill the following requirements:





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1. xxx
2. xxx
3. **Provisions of Server Room for Internet Equipment** with climate control system including air conditioning to ensure the proper functioning and safety of the equipment's.
4. xxx
5. Fulfilling any other necessary requirements related to the installation of the **Public free Wi-Fi Access**.
6. The 2nd Party shall be held responsible for any loss damage incurred to the **installed router(s)**.
7. By fulfilling these requirements, the 2nd Party enables the 1st Party to effectively carry out the agreed-upon services.

LIST OF SERVICE PROVIDED BY THE 1ST PARTY

Throughout the term of this Agreement, **elusive access to the equipment, devices, and systems** provided to the 2nd Party shall be granted to the 1st Party. The 1st Party shall assume full responsibility for performing and delivering the following services to the 2nd Party.

1. **Free Wi-Fi:** The services provided **free Public Wi-Fi access** for customers.
2. **Installation:** The 1st Party will be responsible for the **proper installation of the equipment, devices and systems** at the designated locations within the premises of the 2nd Party.
3. **Maintenance and Repairs:** The 1st Party will undertake all **necessary maintenance and repair activities to ensure the smooth functioning of the equipment, devices and systems**. This includes addressing any technical issues, replacing faulty components, replacing any broken or damaged routers and also conducting regular inspections.
4. **Technical Support:** The 1st Party will **provide technical support and assistance** to the second party in relation to the equipment, devices and systems. This may involve troubleshooting, guidance on usage and addressing any technical queries or concerns.
5. **Upgrades and Enhancements:** The 1st Party will be responsible for any **required upgrades or enhancements** to the equipment, devices and systems to ensure they remain up-to-date and aligned with industry standards. This may include software updates, firmware upgrades or hardware improvements. When required.

Performance Monitoring: The 1st Party will continuously **monitor the performance of the equipment, devices and systems** to





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ensure optimal functionality. This includes monitoring network connectivity, speed and reliability."

Upon perusal of the above provisions, *it is unclear whether the services provided by HPCS, Inc. only pertains to the provision, installation, repair and maintenance of devices and equipment necessary to provide internet access or likewise includes the provision of internet service through an internet service provider (ISP).*

- f. The draft Agreement failed to incorporate which party shall be liable for ensuring the safety and security of the equipment and systems installed therein;
- g. The draft Contract Agreement provides that the barangays shall provide for the provision of electricity and shall bear the cost of said electricity expenses as well as the server room with an air conditioning system.

This matter requires the consent of the barangays and a review of the Barangay Fund. To accommodate the above undertakings, there must be a sufficient amount of budget appropriated and allocated by the barangays for this purpose.

- h. The draft Contract Agreement failed to incorporate the following provisions:
 - i. Term and Termination;
 - ii. Hold Harmless Clause;
 - iii. Representation and Warranties;
 - iv. Data Privacy Clause; and
 - v. Confidentiality Clause.

- i. The draft Contract Agreement lacks the following Miscellaneous provisions:
 - i. Authority;
 - ii. Good Faith;
 - iii. Training;
 - iv. Maintenance;
 - v. Warranties;
 - vi. Relationship of Parties;
 - vii. Non-Waiver of Rights;
 - viii. Notice;
 - ix. Governing Law;
 - x. Non-Exclusivity; and
 - xi. Severability.





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II. RECOMMENDATION

In view thereof, this Office respectfully submits that the above discussions be considered prior to the engagement by the City Government of Bacoor with the above draft Agreement.

Attached herewith is the proposed revised draft of the Agreement, for consideration.

Respectfully,


ATTY. JESILY DARLA MAE S. GUTIERREZ
Office of the City Legal Service

Approved by:


ATTY. KIM MYCA R. LOFRANCO
City Legal Officer



MEMORANDUM OF AGREEMENT (Installation of Free Wi-Fi Service)

KNOW ALL MEN BY THESE PRESENTS:

This Installation Agreement ("Agreement") is made and executed among and between this ___ day of _____, 202__ (the "Effective Date"), in the City of Bacoor, Province of Cavite, among and between:

The H PHILIPPINES CONTROL STATION INC. OR HPCS INC. is a corporation duly organized and existing under the laws of the Republic of the Philippines, with a business address on the 3rd floor, SBF Bldg. Tamsui Ave., Bayan Luma 2, Imus City, Cavite, represented by its President, _____ hereinafter referred to as "HPCS INC."

- and -

The CITY GOVERNMENT OF BACCOOR, a local government unit created under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by its City Mayor, HON. STRIKE B. REVILLA, pursuant to his authority embodied and conferred under City Resolution No. 2023-____, Series of 2023, approved by the City Council of Bacoor dated 13 November 2023 and herein referred to as "LGU-BACCOOR".

- and -

The BARANGAY GOVERNMENT OF _____, a local government unit organized and existing under the laws of the Republic of the Philippines with postal address at Barangay Hall, Queensrow East, Bacoor City, Cavite represented by its Punong Barangay, _____, pursuant to Sangguniang Barangay Resolution No. _____, Series of _____, hereinafter referred to as "BRGY. _____".

- and -

The BARANGAY GOVERNMENT OF _____, a local government unit organized and existing under the laws of the Republic of the Philippines with postal address at _____, Bacoor City, Cavite represented by its Punong Barangay, _____, pursuant to Sangguniang Barangay Resolution No. _____, Series of _____, hereinafter referred to as "BRGY. _____".

- and -

(Add, if necessary)

The term "PARTY" shall mean LGU-BACCOOR, HPCS INC., or BRGY. _____, or BRGY. _____, if applicable.

1

While the term "PARTIES" shall mean LGU BACOR, HPCS INC., or BRGY. _____, and BRGY. _____, collectively.

WITNESSETH:

WHEREAS, Section 16 of Republic Act (R.A.) No. 7160, otherwise known as the "Local Government of 1991, states that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance and those which are essential to the promotion of the general welfare.;

WHEREAS, the same section likewise mandates that local government units shall promote health and safety, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

WHEREAS, Section 389, paragraph b (b) of the same Code empowers the Punong Barangay to negotiate, enter into, and sign contracts for and on behalf of the Barangay upon authorization of the Sangguniang Barangay;

WHEREAS, under the Republic Act No. 10160 or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure the delivery of basic services and the provision of adequate facilities to its constituents;

WHEREAS, the barangay halls and other buildings and facilities of barangays within the City of Bacoor are in need of proper internet connectivity to ensure the effective and efficient delivery of services to its residents;

WHEREAS, HPCS INC. offered to install and provide Wireless Fidelity (for brevity, "Wi-Fi") access to the City Government of Bacoor, specifically to its barangays, barangay halls and its other establishments;

WHEREAS, HPCS INC. likewise desires to extend its equipment, network infrastructure, and other facilities to the barangays and provide them with a stable and secure Wi-Fi connection.

NOW, THEREFORE, for and in consideration of the foregoing premises, with the parties remaining committed to the agreements they had made and entered into, and in addition thereto, the same parties hereby agree to the following terms and conditions:

**ARTICLE I
GENERAL PROVISIONS**

SECTION 1. PURPOSE

The purpose of this Agreement is for the parties to agree and come together to commit to the development and enhancement of customer experience and provide proper and efficient internet connectivity for the customers, residents, and visitors of the Barangays within the City of Bacoor.

SECTION 2. SCOPE OF SERVICES

This Agreement shall only cover the installation, configuration, and maintenance of the necessary equipment and network infrastructure required for Wi-Fi access at the premises identified by the Parties. This Agreement shall likewise include the provision of technical support, assistance in troubleshooting, and the assurance of a stable and secure Wi-Fi connection at the identified premises.

ARTICLE II TERMS AND CONDITIONS

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. HPCS INC. shall have the following duties and responsibilities:

1. Supply all the necessary equipment and systems to BRGY. _____, BRGY. _____, and <others> at no cost;
2. Bear all expenses related to repairs and maintenance associated with the installed equipment and system;
3. Install total of <____> routers and <____> HUB at the designated locations;
4. Retains sole control over the access points of all systems, equipment, and devices provided and installed in the designated establishments;
5. Reserves the right to monitor and track network usage for network management, security, and improvement purposes

B. LGU-BACOR shall have the following duties and responsibilities:

1. Assist HPCS INC. in obtaining all necessary security permits for the installation;
2. Assist the barangays and provide administrative and technical support for the implementation and enforcement of this Agreement;
3. Add, if necessary.

C. BRGY. _____, BRGY. _____, BRGY. _____, and <others> shall JOINTLY have the following duties and responsibilities:

1. Provide HPCS INC. a complete floor drawing plan of the designated facilities;
2. Responsible for the provision of electrical power;

3. Bear the cost of electricity and other related expenses;
4. Provide the HPCS INC. with all necessary assistance and support for obtaining permissions and gate passes required for the installation of Public Free Wi-Fi in the establishment/s;
5. Assist and approve the post, stickers, stand, and posters with HPCS INC.'s company logo, displaying "FREE WIFI" and instruction on How to USE/Access;
6. Display the advertisements provided by HPCS INC. as the first point of control for every user during the registration/login process before they can access and enjoy the public Free Wi-Fi installed in the designated establishments;
7. Acknowledges and agrees that HPCS INC. may require the use of a flexible hose for the installation of the internet services;
8. Not permitted to change the locations of any devices or equipment installed without the proper consent of HPCS INC.;
9. Acknowledges and agrees that the primary focus of this agreement is to strategically place routers in locations with high foot traffic or where a significant number of people stay. This placement strategy aims to maximize network accessibility and user satisfaction;
10. Agrees to comply with all applicable laws and regulations regarding the use of the Wi-Fi service, including but not limited to copyright laws, data protection laws, and acceptable use policies;
11. Provide a Server Room for Internet Equipment with a climate control system, including air conditioning, to ensure the proper functioning and safety of the equipment;
12. Design suitable electrical/power locations for operating the routers;
13. Fulfill any other necessary requirements related to the installation of the Public free Wi-Fi Access;
14. Grant exclusive access to the equipment, devices, and systems provided to the barangays to HPCS INC.;
15. <Add or delete, if necessary>

D. BRGY. _____ shall have the following duties and responsibilities:

1. <Add>

E. BRGY. _____ shall have the following duties and responsibilities:

1. <Add>

SECTION 2. SERVICES PROVIDED

HPCS INC. shall assume full responsibility for performing and delivering the following services to the 2nd Party.

1. **Free Wi-Fi:** The services provided are free Public Wi-Fi access for customers.
2. **Installation:** HPCS INC. shall be responsible for the proper installation of the equipment, devices, and systems at the designated locations within the designated premises.
3. **Maintenance and Repairs:** The HPCS INC. shall undertake all necessary maintenance and repair activities to ensure the smooth functioning of the equipment, devices, and systems. This includes addressing any technical issues, replacing faulty components, replacing any broken or damaged routers, and conducting regular inspections.
4. **Technical Support:** The HPCS INC. shall provide technical support and assistance to the barangays in relation to the equipment, devices, and systems. This may involve troubleshooting, guidance on usage, and addressing any technical queries or concerns.
5. **Upgrades and Enhancements:** The HPCS INC. shall be responsible for any required upgrades or enhancements to the equipment, devices, and systems to ensure they remain up-to-date and aligned with industry standards. This may include software updates, firmware upgrades, or hardware improvements. When required.
6. **Performance Monitoring:** The HPCS INC. shall continuously monitor the performance of the equipment, devices, and systems to ensure optimal functionality. This includes monitoring network connectivity, speed, and reliability.

SECTION 3. AGREEMENT TERM AND TERMINATION

1. Unless otherwise terminated, this Agreement shall commence on its Effective date contained herein and shall be terminated one (1) year thereafter.
2. Upon mutual written agreement, this Agreement may be renewed by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.
3. This Agreement shall be reviewed prior to its renewal and shall be amended and modified pursuant to the recommendations of the Parties. Any amendment or modification shall be incorporated in the renewed Agreement.

SECTION 4. PREDETERMINATION OF CONTRACT

5

*Memorandum of Agreement with City Government of Bacoor, H Philippines Control Station, Inc.,
Barangay Government of _____ and Barangay Government of _____*

1. In the event of a pre-termination of the Agreement, the **BRGY.** _____, **BRGY.** _____, and **<others>** agree to pay fees incurred in the installation;
2. A *pre-termination fee* shall be applied, which comprises the total installation cost from HPCS INC., plus physical amount charges due to pre-termination charges from the Internet Service Provider ("ISP"), i.e., Globe/PLDT. *Provided, however*, that the cause of pre-termination shall not be caused by breach and/or fault made by HPCS INC., its officers, and employees.

SECTION 5. OWNERSHIP OF INTELLECTUAL PROPERTY.

Each Party recognizes that each shall solely own all rights, title, and interest in and to the intellectual property rights of their system. Each shall not, without the other party's prior written consent, use the intellectual property rights of the other for any purpose other than as contemplated herein.

The Parties acknowledge that this Agreement does not grant the barangays-parties ownership or control over the Wi-Fi network or infrastructures provided.

ARTICLE III CONFIDENTIALITY AND DATA PRIVACY

SECTION 1. CONFIDENTIALITY AND DATA PRIVACY CLAUSE

The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party and its consumers/clients which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Party's respective trade secrets like training modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the training manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, employees, and/or agents are bound by the provisions of this paragraph.

In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

**ARTICLE V
HOLD HARMLESS CLAUSE**

SECTION 1. HOLD HARMLESS CLAUSE

Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. Each Party shall indemnify, defend, and hold harmless the other Party, its affiliates and subsidiaries, and its respective officers, directors, employees, agents, and representatives from and against any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of the employees or participants.

This indemnification applies to and includes, without limitation, the payment of all fines, penalties, awards, judgments, decrees, attorneys' fees, and related costs or expenses, and any reimbursements for all legal expenses, fees, and costs incurred.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

SECTION 1. ENTIRE AGREEMENT AND INTEGRATION

This Agreement contains the entire agreement and understanding among the two Parties hereto concerning the subject matter hereof and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written of any nature whatsoever concerning the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SECTION 2. AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing and must be signed by both Parties. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

SECTION 3. AUTHORITY. Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

SECTION 4. GOOD FAITH. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.

SECTION 5. TRAINING. HPCS INC. shall provide the technical know-how as well as technical training to LGU-BACOR and barangay personnel as may be necessary.

SECTION 6. MAINTENANCE. Multisys shall provide 24/7 maintenance services and will be on-site upon notice. Multisys shall ensure that the LGU-BACOR remains fully operational and performs to the intended design.

SECTION 7. WARRANTIES. The Parties to the Agreement and their representatives warrant that they are duly authorized and empowered to enter and execute this Agreement.

SECTION 8. RELATIONSHIP OF PARTIES. The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

SECTION 9. NON-WAIVER OF RIGHTS. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

SECTION 10. NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

SECTION 11. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.

SECTION 12. NON-EXCLUSIVITY. The Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with LGU-BACCOOR that offers similar or analogous services.

SECTION 13. SEVERABILITY. In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

For CITY GOVERNMENT OF BACCOOR:

For H PHILIPPINES CONTROL STATION, INC.:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. 2023 - 373,
Series of 2023
Date signed: _____

<FULL NAME>
President
Date signed: _____

For BARANGAY GOVERNMENT OF _____

For BARANGAY GOVERNMENT OF _____

HON. <FULL NAME>
Barangay Chairperson
Barangay Resolution No. _____
Series of 2023
Date signed: _____

HON. <FULL NAME>
Barangay Chairperson
Barangay Resolution No. _____
Series of 2023
Date signed: _____

SIGNED IN THE PRESENCE OF

<FULL NAME>
Position
Bacoor City

<FULL NAME>
Position
Bacoor City

ATTY. AIMEE T. NERI
City Administrator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR) S.S.

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this day of _____, 2023, personally appeared the following:

NAME	ISSUED ID / ID NUMBER	DATE/PLACE ISSUED
CITY GOVERNMENT OF BACOR represented by: Hon. STRIKE B. REVILLA		
H PHILIPPINES CONTROL STATION, INC Represented by: <FULL NAME>		
BRGY. <FULL NAME> Barangay Chairperson		
BRGY. <FULL NAME> Barangay Chairperson		

both known to me to be the same persons who executed the foregoing **MEMORANDUM OF AGREEMENT** consisting of **TEN [10] pages** including this page whereon this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof, and they acknowledged to me that they executed the same of their own free and voluntary act and that of the institutions represented.

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

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
Series of 2023.