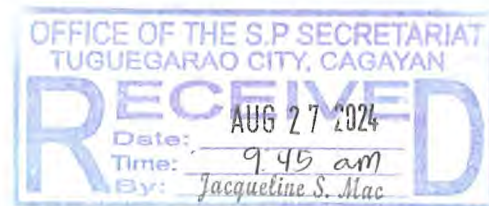




BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



Phone number : 0953-588-3721 | email address : cmotuguegaracity@gmail.com

OFFICE OF THE CITY MAYOR

22 August 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Memorandum of Understanding between the Tuguegarao City Government and the Department of Information and Communication Technology relative to the implementation of the Electronic Local Government Unit (eLGU) System, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- *DICT Regional Office No. 02*
- *BPLO*
- *DILG Tuguegarao City*
- *City Legal Office*
- *City Treasury*



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (“MOU”)**, made and entered into this _____, in **TUGUEGARAO CITY**, by and between:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, an executive department of the Philippine Government existing by virtue of Republic Act (RA) No. 10844, otherwise known as the “**DICT Act of 2015**”, with principal office address at DICT Bldg., C.P. Garcia Avenue, UP Diliman, Quezon City, represented by its Undersecretary for e-Government, **DAVID L. ALMIROL JR.**, and hereinafter referred to as “**DICT**”;

– and –

The **TUGUEGARAO CITY GOVERNMENT**, a Local Government Unit duly organized and existing under and by virtue of Republic Act (RA) No. 8755 with office address at Enrile Boulevard Carig Sur, Tuguegarao City, Cagayan, herein represented by its City Mayor, **HON. MAILA ROSARIO S. TING - QUE**, as supported by the attached Sangguniang Panlungsod Resolution, hereinafter referred to as “**TCG**”;

The **DICT** and **TCG** are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WITNESSETH, That:

WHEREAS, under RA No. 10844, the **DICT** is mandated to be the primary policy planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national ICT development agenda;

WHEREAS, the **DICT**, pursuant to its mandate under RA No. 10844, E-Government objectives in particular, and national objectives in general, is currently in the process of developing applications and systems in order to harmonize and coordinate all national ICT plans and initiatives to ensure: (1) knowledge, information and resource-sharing; (2) database-building; and (3) agency networking linkages among government agencies;

WHEREAS, the **TCG** in its utmost support of the digitalization of the government, manifested its interest to computerize and automate the provision of its public services;

WHEREAS, the **DICT** and **TCG** decided to enter into this understanding in order to establish cooperation, collaboration and teamwork between/among them;

WHEREAS, the **DICT** and **TCG** expressed their joint commitment to institute the digitalization of government services and would like to enter into an understanding to integrate their existing applications into the applications and systems being developed by **DICT**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **Parties** hereto, do mutually decide to the following:

1. Purpose

This Memorandum of Understanding outlines the understanding between TCG and DICT to coordinate with each other to ensure a harmonized, integrated, and interoperable Information and Communications Technology systems and application.

2. Scope

This MOU intends to cover ICT applications and systems, as may be identified by the parties, that may need to be integrated and interconnected with the systems and applications of the DICT.

3. Responsibilities of DICT

- a. The DICT shall continue to develop and enhance existing applications and systems to ensure effective and efficient delivery of government services to the public;
- b. The DICT shall ensure that the existing applications and systems of the TCG should be integrated and interoperable with the applications and systems of the former;
- c. The DICT shall develop additional applications and systems that ABBREVIATION may adopt, if needed, and ensure its smooth integration to the applications and systems of the latter; and
- d. The DICT shall collaborate with ABBREVIATION in the enhancement of the systems and applications of the latter.

4. Responsibilities of TCG

- a. The TCG shall serve as the digital transformation partner of DICT; and
- b. The TCG shall collaborate with DICT in ICT-related initiatives and programs to ensure interoperability across systems and applications within the TCG.

5. Specific Projects and Funding Arrangements

- a. The MOU will be subject to the availability of funds and other resources of the Parties. The cost of the performance of Parties' respective responsibilities, under this MOU, shall be for the separate accounts of the Parties, subject to existing government auditing and accounting rules and regulations.
- b. The activities and/or projects to be implemented pursuant to this MOU shall be subject to separate agreements between DICT and TCG, to be agreed upon in writing by both Parties, which may contain, but is not limited to, the funding details, engagement and hiring of technical experts, use of facilities and equipment, intellectual property rights, confidentiality obligations, and such other terms and conditions as may be applicable. The said agreement/s shall form an integral part of this MOU. If there is any discrepancy between the provisions of the agreement and this MOU, the provision of the agreement shall prevail.

6. Effectivity and Termination

- a. This MOU takes effect upon signing and shall remain effective until terminated by either party prior to the expiration of the agreed period with or without cause through a written notice to the other Party at least thirty (30) days before the intended date of termination.
- b. The Termination of this MOU will not affect the implementation of agreements entered into pursuant to paragraph 5(b), which were executed prior to the MOU's termination.

7. Amendments

Both Parties may recommend in writing any revision, amendment, or addition of any terms or conditions in this MOU, subject to prior notification to the other Party and shall be deemed approved when confirmed in writing. Such amendments or revisions shall have the same effect as the original understanding and will form an integral part hereof.

8. Relationship and Non-Exclusivity Clause

This MOU does not create a joint venture, partnership, or principal-agent relationship between the Parties, and nothing in this MOU may be used to imply such a relationship. Neither Party has the right, power, or authority to obligate or bind the other Party in any manner, unless authorized in writing by the other Party in a specific instance.

9. Effect of the MOU

This MOU serves as a record of the Parties' intentions and does not constitute or create any legally binding or enforceable obligations, express or implied, under domestic or international law and will not give rise to any legal process.

10. Notices

- a. Any notice, approval, consent, request or other communication required or permitted to be given or made under this MOU shall be in writing and delivered by registered mail to the physical address or sent to the electronic mail address of the respective Party's representative as shown below or to such other physical address or electronic mail address as may have been notified by a Party to the other Party and will be deemed to be duly given or made when delivered to the recipient at such physical address or electronic mail address:

DICT	TUGUEGARAO CITY GOVERNMENT
DAVID L. ALMIROL JR. Department of Information and Communications Technology DICT Central Office, C.P. Garcia Avenue, Diliman, Quezon City 1101 Philippines 8-920-0101 david.almirol@dict.gov.ph	HON. MAILA ROSARIO S. TING - QUE Tuguegarao City Government Enrile Boulevard Carig Sur, Tuguegarao City, Cagayan 3500 Philippines cmotuguegaraocity@gmail.com

- b. Each Party may change its contact person for purposes of this MOU upon written notice to the other Party within a reasonable period.

11. Severability

If any provision of this MOU or any document executed in connection herewith is declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions of such documents shall not in any way be affected or impaired.

IN WITNESS THEREOF, the Parties herein have set their hands on this agreement in the place and date abovementioned.

**DEPARTMENT OF INFORMATION
AND COMMUNICATIONS
TECHNOLOGY**

TUGUEGARAO CITY GOVERNMENT

By:

By:

DAVID L. ALMIROL JR.
Undersecretary for e-Government

HON. MAILA ROSARIO S. TING - QUE
City Mayor

Signed in the presence of:

For DICT:

For TUGUEGARAO CITY GOVERNMENT:

**JUNE VINCENT MANUEL S.
GAUDAN**
*Director IV, OIC, Government Digital
Transformation Bureau*

JOEL C. BARIUAN
OIC – Business Process and Licensing Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
TUGUEGARAO CITY, CAGAYAN) S.S.

BEFORE ME, a Notary Public, for and in Tuguegarao City, Philippines, this _____ day of _____ 2024, personally appeared the following persons, personally known to me (or proved to me on the basis of competent evidence of identity) to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the corporations or entities herein represented to wit:

Name	Gov't Issued ID (with date/place of issue)
DAVID L. ALMIROL JR.	
HON. MAILA ROSARIO S. TING QUE	

This instrument refers to a Memorandum of Understanding, consisting of ____ () pages including this page on which this acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and at the place first above mentioned.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.