MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) entered into this ___ day of _______ 2014 at Quezon City, Philippines, by and between:

The INFORMATION AND COMMUNICATIONS TECHNOLOGY OFFICE (ICT Office), a government entity duly organized and existing under the laws of the Republic of the Philippines, with principal office at C.P. Garcia Avenue, U.P. Diliman, Quezon City, and represented in this act by its Executive Director, LOUIS NAPOLEON C. CASAMBRE, hereinafter referred to as the “GovCA”;

-and-

The ________________________, a government agency duly established and existing under the laws of the Republic of the Philippines with principal office address at ________________________, and represented herein by its ________________________, hereinafter referred to as the “GovRA”.

WITNESSETH:

WHEREAS, ICT Office is mandated to ensure the provision of efficient and effective information communication technology infrastructure, and information systems and resources to ensure efficiency, transparency and accountability in governance and accessibility in the delivery of public service to the people;

WHEREAS, ICT Office and the Advanced Science and Technology Institute (ASTI) are currently implementing the Integrated Government Philippines (iGovPhil Project), a project which aims to help address the basic needs of the government for transparency, efficiency and effective governance through ICT;

WHEREAS, one of the key services offered by the iGovPhil Project is the Public Key Infrastructure (PKI), which provides a secure and private mechanism for exchanging data and conducting financial transactions over an unsecured public network such as the Internet;

WHEREAS, pursuant to Executive Order No. 810, series of 2009, ICTO thru the then National Computer Center was designated to operate as Government Certification Authority (GovCA);

WHEREAS, the GovRA has undergone the required process for certification to be a Government Registration Authority (GovRA);

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions hereunder stipulated, the Parties have mutually agreed as follows:
Article I  NATURE OF AGREEMENT

To determine the roles, responsibilities, and functions of the GovRA and the GovCA under the PNPKI.

Article II  DEFINITION OF TERMS

1. Certificate – an electronic document issued to support a digital signature, which purports to confirm the identity or other significant characteristics of the person who holds a particular key pair. Certificates issued may be for general use or for specific use only;

2. Certification Authority (CA) – issues digitally-signed public key certificates and attests that the public key embedded in the certificate belongs to the particular subscriber as stated in the certificate. A CA may be involved in a number of administrative tasks such as end-user registration, although these tasks are often delegated to the Registration Authority (RA). The CA may either be a government body or private entity;

3. Digital Signature – refers to an electronic signature consisting of a transformation of an electronic document of an electronic data message using an asymmetric or public cryptosystem, such that a person having the initial untransformed document and the signer’s public key can accurately determine: (i) whether the transformation was created using the private key that corresponds to the signer’s public key; and (ii) whether the initial digital document had been altered after the transformation was made;

4. Government Certification Authority (GovCA) – refers to the government body that issues digitally-signed public key certificates and attests that the public key embedded in the certificate belongs to the particular subscriber as stated in the certificate. The GovCA certifies Government Registration Authorities (GovRAs) and conducts regular assessment of such GovRAs to ensure compliance to prescribed criteria, guidelines and standards; refers to the National Computer Center (NCC);

5. Government Registration Authority (GovRA) – refers to a government agency designated by the Certification Authority (CA) to perform administrative tasks such as end-user registration;

6. Root Certification Authority (Root CA) – issues and manages certificates to government and private CAs; refers to the National Computer Center;

7. Subscriber – an individual or entity applying for and using digital certificates issued by the CA.
Article III AGENCY RESPONSIBILITIES UPON ACCREDITATION

GovCA. The GovCA shall:

1. Perform the roles of the Government CA, including but not limited to the following:
   a) Operate and manage the subordinate CA system and its functions in accordance with the RootCA-CP;
   b) Issue and manage certificates for Issuing CAs;
   c) Send notifications of issuance, revocation, or renewal of certificates;
   d) Act as Policy CA;
   e) Govern Issuing CAs;
   f) Sign Issuing CAs;
   g) Be responsible for revoking issuing CAs;
   h) Sign CRLs;

2. Issue and manage general purpose or specific purpose certificates;

3. Operate and manage the GovCA systems and its functions in accordance with the Philippine Root CA Certificate Policy.

GovRA. The GovRA shall:

1. Perform the roles and responsibilities of a GovRA in accordance with the PNPKI RootCA and GovCA’s rules, regulations, guidelines, and policies either currently existing or as may subsequently be issued. GovRA shall adopt and act in accordance with ICT Office MC No. 2014-001, s. 2014, the PNPKI Certificate Policy, and the Certification Practice Statement, as far as applicable to GovRAs;

2. Be responsible for hiring its own RA personnel and shall certify that the personnel hired fulfill the requirements under Section VI of ICT Office MC No. 2014-001, s. 2014. The minimum RA personnel required to fulfill basic GovRA functions shall be governed by Article IV of this Agreement;

3. Implement its Business Continuity and Disaster Recovery Plan and GovRA Operations Manual, which shall be attached as Annex A and B, respectively, of this Agreement;

4. Provide materials required to operate as a GovRA, as specified in Article V;

5. As a GovRA, perform the following functions:
   (a) Receive and process request for application,
suspension, renewal or revocation of digital certificates from all qualified applicants or subscriber;

(b) Conduct face to face verification of user and register the applicant's information in the GovRA system;

(c) Transmit certificates request to the GovCA systems;

(d) Validate certificates from the GovCA Directory Server and CRL;

(e) Request suspension, renewal, or revocation of certificates;

(f) Consolidate and transmit subscriber information;

(g) Conduct regular self-audit;

(h) Enforce the signing of and compliance with the Subscriber's Agreement, a document which defines the undertakings that a subscriber must make in order to obtain and use a digital certificate confirming their identity. It is expected that this will be part of the terms and conditions used to encourage user participation in electronic service delivery;

(i) Provide a help desk which shall be accessible during regular office operating hours;

(j) Perform all other tasks subsidiary or related tasks in reference to the above mentioned responsibilities of the GovRA, or as may be agreed upon in writing between the GovCA and the GovRA.

**Article IV  GOVRA PERSONNEL ROLES AND RESPONSIBILITIES**

The GovRA must have specific personnel who shall fulfill the following roles and responsibilities. At the discretion of the GovRA, some personnel may be tasked with multiple functions especially for GovRAs that have few digital certificate subscribers or applicants.

1. Submission Personnel

   (a) Accept applications and requests related to digital certificate issuance and revocation;
   (b) Check the completeness of applications for digital certificates, including other documentary requirements which may be attached to or necessary for the application;
   (c) Assist the subscriber and answer inquiries on how to fill up the application form for digital certificates;
   (d) Encode subscriber’s application detail in the RA system;

2. Verification Personnel
(a) Verify and check the authenticity and accuracy of all documentary requirements submitted for the application of digital certificates;
(b) Coordinate verification in coordination with the human resource department of agencies applying for digital certificates;
(c) Perform subscriber's identity verification process by calling the applicant's designated home and office numbers;
(d) Conduct verification of the subscriber's physical address.

3. Quality Control Personnel

(a) Counter check the hard copies of forms and documentary requirements submitted with the soft copy produced by the encoder;
(b) Ensure that there are no clerical errors on the subscriber's information details after it is encoded on the RA system;
(c) Coordinate with the RA administrator in generating email notifications to applicants regarding the result of their application for digital certificates.

4. Help desk Personnel

(a) Answer questions regarding application and requests for digital certificate, including in-office visits from applicants, phone calls and emails;
(b) May act as the relations officer representing the agency RA in promotional and related events;
(c) Carry out encoding of subscriber's application detail in the RA system.

Article V REQUIREMENTS FOR GOVRA

The GovRA's office space to be used for GovRA operations must have the following:

1. Charter/mandate allowing the agency to collect fees;
2. Telephone line for voice call and fax, capable of accessing land line and mobile numbers;
3. Office space for GovRA operations;
4. At least four (4) square meters per GovRA Personnel;
5. Teller-type enclosure for privacy;
6. Working table and chair;
7. Chairs for subscribers;
8. Adequate power supply and lighting;

9. Air-conditioned room;

10. Computer system per GovRA personnel, with the following specifications, subject to change as may be deemed necessary by the GovCA:
    (a) CPU 1.8 GHZ and above;
    (b) At least 2 GB memory for RAM;
    (c) 800 x 600 display or higher;
    (d) Enough storage for operating system and other required applications and utilities;
    (e) Internet connection;
    (f) Operating system compatible with the GovRA module;

11. Web browser compatible with the GovRA module;

12. Anti-virus software;

13. USB secure token per GovRA personnel to be used for accessing the GovRA module;

14. Steel filing cabinet with security lock;

15. UMID-card reader.

**Article VI  CHANGES TO CERTIFIED GovRA OPERATIONS**

Any proposed change to certified GovRA operations, as embodied in this Agreement, the Business Continuity and Disaster Recover Plan, or the GovRA Operations manual, needs to be formally submitted to the GovCA for review and approval. The proposed changes must not adversely affect the terms of the GovRA's certification. The list of approved documents that will require amendments, as a result of any change to its operation, needs to be submitted together with the time frame for implementation. Once all changes to the documents have been incorporated, evaluated and approved, GovCA will execute an amendment to this Agreement annexing the approved changes. The latest versions of amended approved documents shall be included in the website of GovRA.

Changes to the GovRA operations which are not in compliance with this Article shall be unenforceable and subject to any legal action that the GovCA may have against the GovCA.
Article VII  NON-DISCLOSURE

Both parties to this agreement agree to hold the disclosing party's Confidential Information in strict confidence. Both parties further agree not to use any Confidential Information for any purpose except for the Disclosing Purpose, without the prior written consent of the disclosing party. Both parties agree not to disclose any Confidential Information to third parties, including, without limitation, any clients, affiliates, independent contractors and consultants, without the prior, written consent of the disclosing party except as expressly permitted in this Agreement. Finally, both parties agree to exercise at least the same care in protecting the disclosing party's Confidential Information from disclosure as the receiving party uses with regard to its own Confidential Information, but in no event less than reasonable care.

Article VIII  FUNDING

The Parties expressly agree that funding hereto is subject to the availability of funds and other resources of the parties. The cost of the activities and the performance of parties’ respective responsibilities under this Agreement shall be for the separate accounts of the parties.

Article IX  LIABILITIES

1. Each party shall be liable for any damage to property or injury to persons and/or any third party caused solely by its or its representatives' negligence or fault or by any defect in or breakage of its equipment or connected apparatus or to any failure of the same to function and solely attributed to its facilities;

2. The GovRA shall be responsible for its personnel, and shall hold the GovCA free from any liabilities, indemnity, or charges resulting from the actions of GovRA personnel;

3. Both parties agree and accept that no employer-employee relationship between the GovRA and the GovCA shall exist during the term of or arising by virtue of this agreement;

4. Both parties agree and accept that no partnership or joint venture relationship between the GovRA and the GovCA shall exist during the term of or arising by virtue of this agreement.

Article X  EFFECTIVITY AND TERMINATION OF AGREEMENTS

1. This Agreement shall take effect from the date of signing hereof and shall remain in force for as long as the RA
complies with the requirements of the accreditation guidelines. Either Party may initiate the termination of this Memorandum by serving written notice to the other Party at least 180 days in advance, either through personal delivery or registered mail;

2. In the event the renewal of this Memorandum is still being negotiated after its expiry, this Memorandum shall be deemed renewed on a monthly basis until such time that a new Memorandum shall be approved and signed anew by the Parties;

3. Any violation or breach of the terms provided for in this Memorandum on the part of either Party shall be sufficient ground for the termination of this Memorandum by the aggrieved Party, and that breach is not remedied to the satisfaction of the other Party within sixty (60) days after notice has been given by the Party identifying the relevant breach and requiring rectification of the breach, if such rectification is possible; and

4. Without prejudice to the foregoing, steps shall be taken to ensure that termination of this Memorandum shall not be prejudicial to any activities undertaken within the period in which the Memorandum is still in effect or to the completion of activities for which binding obligations exist.

**Article XI  MISCELLANEOUS PROVISIONS**

1. No waiver of any provision of this Memorandum, or any consent to any departure by any party therefrom, shall be effective unless made in writing and signed by the party to be charged with the waiver or consent. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. This Memorandum may only be amended by written agreement executed by each of the parties hereto. No notice to or demand on any party in any case shall entitle that party, or any other party, to any further notice or demand in similar or other circumstance;

2. The Parties hereto undertake not to assign, transfer, nor convey their respective rights, titles, or interest in this Agreement, nor any benefits arising therefrom, without first obtaining the written consent of the other Party;

3. This Agreement shall be binding upon the successors and assigns of each Party;

4. Neither Party shall be released from its obligation under this Agreement until a written clearance is obtained from the other Party;

5. If any provision of this Memorandum is for any reason found to be unenforceable, the remainder of this
Agreement shall continue in full force and effect;

6. 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;

7. It is mutually understood and agreed upon that the Parties hereto shall be relieved and discharged from the performance of their respective obligations under this Memorandum in the event of and for the period subsequent to the occurrence of the following described actions and events, except as the Parties may otherwise mutually agree:

(a) Condemnation of GovRA or GovCA premises by any authority having the power of eminent domain and directly affecting the performance of the obligations or exercise of the rights herein stipulated;

(b) Invasion of the country by a foreign country or the existence of a state of war in the Philippines to the extent that it directly and adversely affects the discharge of the obligations and exercise of the rights herein provided;

(c) Any action taken by a local or national governing body which tends to prevent the continued use of the properties of either Party for the purpose contemplated herein;

(d) Fortuitous event.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement this _____ day of ________, 2014 at __________________________

Information and Communications Technology Office

GovRA

By: By:

LOUIS NAPOLEON C. CASAMBRE
Executive Director

NAME
Position
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
QUEZON CITY

BEFORE ME, a Notary Public for and in Quezon City, this _____ day of __________ 2013 personally appeared the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Government Issued ID Number</th>
<th>Date &amp; Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOUIS NAPOLEON C. CASAMBRE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARTY 2</td>
<td>ID and ID Number</td>
<td></td>
</tr>
</tbody>
</table>

Known to be the same persons who executed the foregoing instrument and they acknowledged to me that same is their free act and voluntary deed, as well as the free act and voluntary deed of the entities herein represented.

The foregoing instrument consisting of nine (9) pages, including the page on which this acknowledgment is written, has been signed by them and their instrumental witnesses on each and every page hereof.

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

_______________________
Notary Public

Doc. No.  
Page No.  
Book No.  
Series of 2014
Annex A
Business Continuity and Disaster Recovery Plan

Annex B
GovRA Operations Manual