

MEMORANDUM OF AGREEMENT
On
MAP DATA-SHARING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **NATIONAL IRRIGATION ADMINISTRATION (NIA)**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 3601, as amended, with principal office at NIA Bldg., EDSA, Diliman, Quezon City, represented by **ENGR. EDUARDO EDDIE G. GUILLEN**, in his capacity as Administrator, herein referred to as "**FIRST PARTY**";

-and-

The **<NAME OF REQUESTING PERSON/AGENCY/ENTITY>**, a **<CORPORATION/GOVERNMENT AGENCY/ENTITY>** with principal office at **<OFFICE ADDRESS>**, represented herein by **<COMPLETE NAME AND POSITION>**, herein referred to as "**SECOND PARTY**";

Collectively herein referred to as "**PARTIES**"

WITNESSETH: That,

WHEREAS, Executive Order No. 2 Series of 2016 authorized the operationalization of the Constitutional Right to Information¹ and State Policies to Full Disclosure and Transparency in the Public Service², in the Executive Branch, including government-owned or-controlled corporations (GOCCs);

WHEREAS, the **FIRST PARTY** is a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 3601, as amended, and is primarily mandated to investigate and study all available and possible water resources in the Philippines, primarily for irrigation purposes;

WHEREAS, the **SECOND PARTY <STATE THE MANDATE OF THE GOVERNMENT AGENCY/ CORPORATION/PARTNERSHIP'S BUSINESS PURPOSE OR ADVOCACY>**

WHEREAS, the **FIRST PARTY** is duty-bound under the 1987 Constitution and EO No. 2, s. 2016, to provide access to the public of any information, official records, public records and such other documents and papers in relation to its official functions and that are not considered as an exception to right of access to information³;

WHEREAS, the **SECOND PARTY** has signified its intention and formally requested the **FIRST PARTY** for map data sharing on **<DATA REQUEST>** as evidenced by its Request Letter⁴ duly submitted and received by the **FIRST PARTY** on **<DATE OF RECEIPT OF LETTER REQUEST>**, which shall form as an integral part hereof;

WHEREAS, the objectives of the **SECOND PARTY** for requesting irrigation-related data are the following, to wit: **<STATE THE SPECIFIC OBJECTIVES/PURPOSE/BENEFITS OF DATA SHARING>>**

WHEREAS, efficient data sharing fosters connections and collaborations among researchers and projects, leading to potential new discoveries within the field and reducing the financial investment required for obtaining essential raw data.

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

¹ Article III Section 7, 1987 Constitution;

² Article II Section 28, 1987 Constitution;

³ Memorandum from the Executive Secretary re: Inventory of Exceptions to E.O. No. 2 s. 2016;

⁴ Request Letter dated **<DATE>**

I. DEFINITION OF TERMS – For purposes of this Agreement, the following terms shall have the corresponding meanings:

- a. AGREEMENT means this “Memorandum of Agreement on Data Sharing”;
- b. FIRST PARTY- National Irrigation Administration or the Source Agency;
- c. **SECOND PARTY- Requesting Agency/Private Entity/Individual;**
- d. DATA/MAP-SHARING-the sharing, disclosure, or transfer to a third party of data covered by Executive Order No. 2 s. 2016 and which is/are under the custody of the FIRST PARTY;
- e. REPUBLIC ACT No. 10173- Data Privacy Act of 2012;
- f. EXECUTIVE ORDER NO. 2 SERIES OF 2016- Operationalizing in the Executive Branch the People’s Constitutional Right to Information and the State Policies to Full Public Disclosure and Transparency in the Public Service and Providing Guidelines Therefor;
- g. MEMORANDUM CIRCULAR NO. 59 SERIES OF 2021 – Guidelines on Map Data Sharing and Corresponding Fees of the First Party;
- h. MEMORANDUM CIRCULAR NO. 6 SERIES OF 2022 – Amendment to MC No. 59 s. 2021 of the First Party;
- i. MEMORANDUM CIRCULAR NO. 29 SERIES OF 2022 – Supplemental Guidelines to MC No. 59 s. 2021 and MC No. 6 s. 2022 of the First Party;
- j. MEMORANDUM CIRCULAR NO. 47 SERIES OF 2023 – Amendment to MC No. 06 s. 2022 Relative to Map Data Sharing of the First Party;
- k. **SHAPEFILES – the file format of the data to be shared by the First Party as requested by the Second Party.**
- l. **Other terms to be defined.**

II. PURPOSE – The following are the specific aims/objectives of this Agreement, *viz*:
<INSERT OBJECTIVES/PURPOSE>

III. SCOPE OF MAP DATA SHARING – <DATA SUBJECT OF THIS AGREEMENT>
<FORMAT OF DATA>

In recognition to the continuous updating of geospatial data of irrigation projects/systems, the data to be shared shall have a validity period of six (6) months.

IV. OBLIGATIONS OF THE FIRST PARTY

- 1. First Party shall provide all the data in the format requested by the Second Party;
- 2. First Party shall guarantee the quality, integrity and correctness of all the information contained in the data to be shared, which resulted from ground validations and field assessments, during the effectivity of this Agreement;

V. OBLIGATIONS OF THE SECOND PARTY

- 1. Second Party shall adhere to the data-sharing policies of First Party (NIA Memorandum Circular No. 59 s. 2021, Memorandum Circular No. 6 s. 2022, Memorandum Circular No. 29 s. 2022 and Memorandum Circular No. 47 s. 2023);
- 2. **Second Party shall utilize the requested data only for the purpose/s stipulated in this Agreement, e.g., For reference only, For research purposes, For official use of Company “A”, For Official Use Only, and such other purpose stipulated;**
- 3. Only the Second Party and its authorized representatives shall use the data exclusively and the same cannot be shared with third persons/parties without securing prior written consent of the First Party;
- 4. Second Party shall not reproduce or publish the requested data without securing prior written consent of the First Party;
- 5. Second party shall not use the requested data for any other purpose beyond that which it was originally obtained. The Second party shall send another request to the First Party indicating the purpose for which the data is requested anew, subject to reasonable fee to reimburse cost, including cost of reproduction, based on Section VII hereof.

6. Second Party shall be charged with reasonable fee to reimburse necessary costs, including actual cost of reproduction, of the requested data, as discussed in Section VII hereof;
7. Second Party shall duly cite and acknowledge the First Party as the source of the requested data and ensure proper authorship in any article, poster and abstract, paper or similar work products arising from the use of herein requested data;
8. Upon the successfully transfer of the requested data, Second Party shall have the responsibility of backing-up the data received in digital format and First Party is under no obligation to resend the same. On the other hand, if the data received is in printed format and the same was lost, damaged, or otherwise destroyed, Second Party shall submit again a formal request and pay reasonable fees for actual reproduction of the requested data in accordance with herein Section VII;
9. Second Party undertakes to provide adequate safeguards for data privacy and security with respect to the data shared;
10. Second Party should neither sell nor reproduce for the benefit of any other person/entity, in exchange of money, the data that will be provided to them;
11. Second Party shall properly dispose the requested data once it is no longer used/required for the purpose for which it was requested, or upon termination of this Agreement;

12. <INSERT ADDITIONAL OBLIGATIONS>

VI. OPERATIONAL DETAILS/MODE OF TRANSFER OF DATA – First Party shall provide the data being requested by the Second Party by giving the latter a compact disc or flash drive where the said information is stored.

VII. CHARGING FEES – Second Party shall pay reasonable fees for the cost incurred for the preparation of data and/or reproduction of map data under the following terms:

One-time payment of <AMOUNT IN WORDS (AMOUNT IN FIGURE)> in cash to be paid at the First Party's Cash Division located at the 2nd Floor of Building B of the NIA Complex in Edsa, Diliman, Quezon City.

VIII. OWNERSHIP OF INTELLECTUAL PROPERTY – The parties agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this Agreement shall remain with the First Party. SECOND PARTY shall ensure that it would not violate the intellectual property rights of the FIRST PARTY pursuant to Republic Act No. 8293⁵ and other applicable/existing laws.

IX. GENERAL DATA PRIVACY PRINCIPLES – The parties adopt the general data privacy and data sharing principles declared in the Data Privacy Act of 2012 and its Implementing Rules and Regulations, and adhere to the principles of transparency, legitimate purpose, and proportionality, in so far as they are applicable into this Agreement.

X. LIABILITY AND INDEMNIFICATION – Second Party shall indemnify and hold the First Party, its officers, employees, and agents, free and harmless from and against any and all claims, suits, actions or demands or losses, damages, costs and expenses, which relate to the use or reliance on the requested data, including, attorney's fees and costs of suit that the First Party may face, suffer or incur by reason or in respect of:

- i. Second Party's breach of any of its obligations set forth in this Agreement, regardless of the cause of such breach; or
- ii. Any act, omission, or negligence of the Second Party

XI. TERM AND TERMINATION – This Agreement shall be made effective for a period of six (6) months, which shall commence from effectivity hereof.

⁵ Intellectual Property Code

Either of the Parties may pre-terminate this Agreement without cause by serving a thirty (30) day written notice to the other Party prior to the intended date of termination.

- XII. **AUTHORIZED SIGNATORY**– Each Party represents and warrants to the other Party that its representative executing this Agreement on its behalf is its duly appointed and acting representative and has the legal capacity required under the applicable law to enter into this Agreement and bind it.
- XIII. **NON-TRANSFERRABILITY**– The Parties hereto carry out not to assign, transfer, nor convey their respective rights, titles, or interest in this MOA, nor any benefits arising therefrom, without first obtaining the written consent of the other Party.
- XIV. **AMENDMENTS**– No amendments, modifications, expansions, extensions, or alterations to this Agreement will be valid or binding on either Party unless expressed in writing and mutually accepted by both Parties.
- XV. **DISPUTE SETTLEMENT**–In case of any dispute arising in connection with this memorandum of agreement, the parties hereby agree to resolve their disputes by alternative dispute resolution or any other mode of voluntary settlement before submitting the same to litigation. Should the settlement fail, the parties further agree that the venue for the settlement of dispute shall fall exclusively within the jurisdiction of the proper courts in Quezon City, Philippines **<applicable if private entity>**
- XVI. **NOTICES**– All notices, requests or other communications shall be in writing and shall be sent to the other party via registered mail or express courier pouch at its respective address specified below:

PARTY:	NATIONAL IRRIGATION ADMINISTRATION	<SECOND PARTY>
OFFICE ADDRESS:	National Government Center, EDSA, Diliman, Quezon City, Philippines	<OFFICE ADDRESS>
ATTENTION:	<CONTACT PERSON/ POSITION>	<CONTACT PERSON/ POSITION>
CONTACT NO./S:	(02) 8 929 6071 to 78	<CONTACT NO.>
EMAIL:		<OFFICIAL EMAIL>

- XVII. **SEPARABILITY**– In the event that one or more provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.
- XVIII. **GOVERNING LAW**–This Agreement shall be governed by the laws of the Republic of the Philippines, more particularly, Executive Order No. 2 Series of 2016, Data Privacy Act of 2012 and its implementing rules and regulations, Intellectual Property Code and other applicable/existing laws, rules and regulations.
- XIX. **EFFECTIVITY**– This Agreement shall take effect upon signing and approval by the authorized official of both parties.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this ____ day of _____ 20____, at _____, Philippines.

NATIONAL IRRIGATION
ADMINISTRATION
FIRST PARTY

<NAME OF SECOND PARTY>
SECOND PARTY

By:

By:

ENGR. EDUARDO EDDIE G. GUILLEN
Acting Administrator

<NAME OF AUTHORIZED
REPRESENTATIVE>
<POSITION>

Signed in the presence of:

<NAME OF CONCERNED DEPUTY
ADMINISTRATOR>
<POSITION>

<NAME OF WITNESS>
<POSITION>

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)
City of _____)S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____
day of _____, 20____, personally appeared:

	ID No.	Issued on/Issued at
EDUARDO EDDIE G. GUILLEN	_____	_____
<NAME OF PRESIDENT>	_____	_____

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of ____ (__) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2023.