



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

OFFICIAL BUSINESS

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPERITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-226
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE LAND TRANSPORTATION OFFICE FOR THE IMPLEMENTATION OF INTERCONNECTIVITY WITH LGUs FOR THE IMPROVEMENT OF TRANSPORTATION AND TRAFFIC MANAGEMENT THROUGH THE LAW ENFORCEMENT TRAFFIC ADJUDICATION SYSTEM.

Sponsored by:

Hon. Roberto L. Advincula

Co-Sponsored by:

Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Reynaldo Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero Jr., Hon. Catherine Sarino-Evaristo, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, on 21 March 2023, the Office of the Sangguniang Panlungsod received a letter-request from the Office of the City Mayor. In that letter-request, the Office of the City Mayor informed the Sangguniang Panlungsod that the Land Transportation Office (LTO) seeks to comply with Republic Act No. 10930 by integrating the Local Government Units (LGUs) and the Metro Manila Development Authority (MMDA) and other agencies issuing traffic violations into the LTO's Land Transportation and Management Systems (LTMS).

WHEREAS, the integration will facilitate the authentication and verification of alarms and apprehensions.

WHEREAS, the letter-request also contained the following documents, all of which are deemed incorporated and integral to this Resolution: (1) Memorandum of Agreement between the LTO and the City of Bacoor, (2) Data Sharing Agreement between the LTO and the City of Bacoor.

WHEREAS, under Republic Act No. 10930, LGUs, the MMDA, and other agencies shall report details of traffic violations to the LTO, which shall serve as the repository of all traffic violation records.

WHEREAS, in order to effectively implement the mandate of the law, data regarding traffic violations occurring in the City of Bacoor must be shared with the LTO. This necessitates the execution of a Data Sharing Agreement with the LTO.

WHEREAS, the integration of the Local Government Units (LGUs) and other agencies issuing traffic violations into the Land Transportation Office (LTO) Land Transportation and Management



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HON. MAC RAYNESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Systems (LTMS) can bring at least three benefits to the residents of the City of Bacoor:

1. **Improved traffic management:** By integrating the LGUs and other agencies into the LTO's LTMS, there will be a more streamlined process for managing traffic violations. This can result in more efficient and effective traffic management and enforcement, leading to safer roads and less congestion.
2. **Better record-keeping:** With the LTO serving as the repository of all traffic violation records, it will be easier to keep track of traffic violations committed by motorists. This can help in identifying patterns of violations and implementing appropriate measures to prevent them from happening again.
3. **Reduced bureaucracy:** The integration of the LGUs and other agencies into the LTMS can reduce bureaucratic processes and simplify the handling of traffic violations. This can help in saving time and resources for both the government and residents, and can lead to a more efficient and effective implementation of traffic laws.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod prior authorization.

NOW THEREFORE, upon motion of Hon. Roberto L. Advincula, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Memorandum of Agreement and Draft Data Sharing Agreement between the City Government and the LTO regarding the sharing of data relating to traffic violations in the creation of the LTMS.

RESOLVED LASTLY, to furnish the LTO, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 27th day of March 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.



Office of the Sangguniang Panlungsod

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[Signature]
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City Councilor

[Signature]
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City Councilor

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Liga ng mga Barangay President

[Signature]
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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Certified by:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

[Signature]
ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this ____ day of _____, 2023 by and between the following parties:

The **LAND TRANSPORTATION OFFICE (LTO)** with office address at East Avenue, Brgy. Pinyahan, Quezon City, represented herein by its Assistant Secretary, **ATTY. JOSE ARTURO M. TUGADE**, hereinafter referred to as the **FIRST PARTY**,

and

The _____, a local government unit with office address at _____, represented herein by its City Mayor, **HON. _____**, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, Republic Act No. 4136 (R.A. 4136), as amended, mandates the Land Transportation Office (LTO) to register all motor vehicles and issue licenses to drivers of motor vehicles, and implement effectively the various transportation laws, and rules and regulations to achieve the desired objectives and uplift the economic well-being of the people;

WHEREAS, Section 23 of R.A. 4136, as amended by Republic Act No. 10930 (R.A. 10930), expressly provides that, "...local government units (LGUs), the Metropolitan Manila Development Authority (MMDA) or other agencies lawfully issuing traffic violation shall report within reasonable time, to be determined in the implementing rules and regulations (IRR), the details of the traffic violation to the LTO, which shall serve as the repository of all traffic violation records;"

WHEREAS, Section 23 of the IRR of R.A. 10930 provides that LGUs, the MMDA or other agencies lawfully issuing traffic violation shall upload the apprehension report online to the LTO facility to be developed for this purpose;

WHEREAS, Section 23 of the said IRR also provides that driver's licenses of violators included in the apprehension reports submitted by the

LGUs and the MMDA shall be placed on alarm in the LTO Law Enforcement and Traffic Adjudication System within twenty-four (24) hours from the receipt of the report, and that no demerit points shall be incurred by and recorded against the driver-violator until the submission of the LGU or MMDA of a complete updated report on the apprehension cases indicating whether such apprehension was admitted, uncontested, or affirmed or dismissed on adjudication which shall be submitted not later than three (3) working days from the lapse of the prescribed contest period of the apprehending agency;

WHEREAS, the same IRR has institutionalized the Point System in the Land Transportation Office, which is now being used to assess the fitness and eligibility of driver applicants for their desired license transactions, and identify, deter, and penalize repeat offenders of traffic laws and ordinances, as well as the LTO Point Registry where demerit points incurred by every driver is being recorded, stored, and accessed for convenient monitoring;

WHEREAS, Republic Act No. 7160 or the "Local Government Code of 1991" provides that LGUs, within their respective territorial jurisdictions, 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, including the power to approve ordinances through its local legislative body regulate traffic on all streets and bridges, prohibit the putting up of encroachments or obstacles thereon, and, when necessary in the interest of public welfare, authorize the removal of encroachments and illegal constructions in public places;

WHEREAS, Republic Act No. 8792, otherwise known as the Electronic Commerce Act of 2000, provides that an electronic online network facilitates the open, speedy, and efficient electronic online transmission, conveyance, and use of electronic documents amongst all government departments, agencies, bureaus, offices, up to the division level, and to the regional and provincial offices, government owned and controlled corporations, local government units, other public instrumentalities, universities, colleges and other schools, and universal access to the general public;

WHEREAS, the Parties recognize the need to utilize electronic means in the exchange of information and the delivery of core public services as embodied in Republic Act No. 8792, and agree that the utilization of such will translate to reduced transaction costs and risks, and result to a more effective implementation of various land transportation laws, and rules and regulations;

WHEREAS, LTO is now implementing its own enterprise-wide Land Transportation and Management System (LTMS) which is a web-based core system applications deployed in its exclusively on-premise private cloud in the implementation of paperless and non-face-to-face based transactions and delivery of its services to its clients, to enhance agency's efficiency, improving client-focused services, promoting transparency and accountability in its transactions, and increasing inter-agency coordination, cooperation and public partnership;

WHEREAS, in order to effectively comply with the requirements of R.A. 10930 and its IRR, as well as fulfill its mandate to serve as the repository of all traffic violation records, the LTO desires to implement the interconnectivity with LGUs, the MMDA or other agencies lawfully issuing traffic violation to its LTMS to facilitate the authentication and verification of alarm and apprehension;

WHEREAS, the MMDA and other local government units need to interconnect their traffic apprehension systems with the LTMS' Driver's Licensing System (DLS) and Motor Vehicle Inspection and Registration System (MVIRS), and create an alarm in the system, through its Law Enforcement and Traffic Adjudication System (LETAS), and to ensure the effective implementation of its mandated function.

WHEREAS, Section 2 of Republic Act No. 10173, also known as the Data Privacy Act of 2012, declares the policy of the State to protect the fundamental right of privacy, of communication while ensuring free flow of information to promote innovation and growth, and the recognition of the State's inherent obligation to ensure that personal information in information and communications systems in the government are secured and protected;

WHEREAS, Section 21 of the Data Privacy Act and Section 20 of its IRR allow on-site and online access as well as off-site access of data in the government as provided in the guidelines of the National Privacy Commission (NPC);

WHEREAS, herein Parties agreed to allow linkage by interconnecting the LTMS and the IT system used by the Second Party for the purpose of providing limited access to the LTMS database, sharing relevant information relative to traffic violation apprehensions, and tagging traffic violation/s incurred by a traffic violator in order for the First Party to record demerit points in accordance with the IRR of R.A. 10930;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed and hereby agree on the following terms:

ARTICLE I – PURPOSE

1. This Memorandum of Agreement (MOA) is executed for uniformity and proper coordination between government agencies/offices in the implementation of interconnectivity of IT systems either through the Other Government Agencies (OGA) portal of the LTMS or an Application Programming Interface (API).
2. Further, this MOA stipulate the responsibilities of herein Parties in relation to the interconnectivity of their respective IT systems, particularly those pertaining to the mandatory Accreditation by the First Party of the IT system and/or IT service provider of the Second Party, whether such IT system is utilized as part of a contact or non-contact apprehension process, to ensure compatibility with the LTO internal processes and IT system requirements, among others.

ARTICLE II – RESPONSIBILITIES OF PARTIES

The First Party shall:

1. Evaluate, through the Accreditation Committee, the requirements submitted by the Second Party based on a non-discretionary pass or fail basis depending on the presence and completeness or absence of the required document/s.
2. Grant limited access to the LTMS through the Other Government Agencies (OGA) portal or an Application Programming Interface (API) after the Second Party's IT system and/or IT service provider has been accredited by the First Party.
3. Inform and notify the Second Party of subsequent issuances or technical guidelines, such as but not limited to matters on interconnectivity, access to database or sharing of sensitive information, that must be complied by the Second Party.

The Second Party shall:

1. Ensure that its IT system that intends to interconnect with the LTMS, whether such IT system is owned and/or operated by the Second Party or outsourced to a third-party service provider and whether the IT system is utilized as part of a contact or non-contact apprehension process, undergo the mandatory Accreditation process of the First Party to be compatible with the LTO internal processes and IT system requirements pursuant to LTO Memorandum Circular (MC) No. JMT-2023-2383 and subsequent issuances pertaining to the subject matter.
2. Submit to the First Party documentary requirements enumerated in Article II, Section 2 of LTO MC No. JMT-2023-2383, particularly:
 - a. Letter of Intent signed by the Head of Agency;
 - b. Duly accomplished application form;
 - c. Payment of non-refundable application fee of P5,000.00;
 - d. For third-party IT providers, must be a duly registered corporation or single proprietorship providing IT related services;
 - e. SEC Certificate for companies; DTI Certificate for single proprietorship;
 - f. Latest Mayor's Permit;
 - g. BIR Registration;
 - h. Sworn Statement containing the following:
 - i. On the veracity and truthfulness of the entries in the application form as well as the submitted documentary requirements
 - ii. That the applicant IT provider shall comply with the requirements of the Data Privacy Act in the handling of personal information of drivers and registered vehicle owners, and will not use any data collected for any other purpose other than that for which it is intended.
3. Comply with the interconnectivity and minimum technical requirements for LGUs/agencies connecting thru application programming interface (API) as stated in Article II, Section 3 of LTO MC No. JMT-2023-2383.

4. Comply with the minimum technical requirements for No Contact Apprehension Program (NCAP) and Handheld Electronic Traffic Violation Ticketing System pursuant to Article II, Sections 4 and 5 of LTO MC No. JMT-2023-2383, if such technologies are being used by the Second Party.
5. Present the proof of concept of its IT system program and applications to interconnect with the LTMS during the accreditation process.
6. Undertake the following activities under this MOA:
 - a. Submit the duly enacted traffic code or related ordinances containing provisions on the following:
 - i. Classification of roads within the LGU for purposes of setting the speed limit in accordance with the 2018 Joint Memorandum Circular of DOTr, DPWH and DILG;
 - ii. List of traffic violations and their corresponding fines and penalties harmonized with the classification of penalties under the Implementing Rules and Regulations (IRR) of RA 10930 for purposes of designating the demerit points against the traffic violator;
 - iii. Mandatory allocation of funds for the development and professionalization of the traffic law enforcement unit of the LGU from the revenue generated from traffic law enforcement activities pursuant to LTO MC No. JMT-2023-2383;
 - iv. Policy on adjudication of traffic violations which shall outline the step-by-step procedure to contest a traffic violation through contact or non-contact apprehension;
 - v. Procedures for appeal when the traffic violator is aggrieved by the decision of the concerned office of the contested traffic violation, including the jurisdiction to file an appeal, the prescribed forms, period to file an appeal, which must not be less than five (5) days from receipt of the violation ticket, and period to decide said appeal;
 - vi. Allowing online payment platforms as well as partner banks where traffic violators may settle their traffic violation penalties, in addition to designated payment centers;
 - vii. Procedure for tagging of traffic violation in the LTMS in compliance with Rule V of the IRR of RA 10930 and Article VI of LTO MC No. JMT-2023-2383; and

- viii. Procedure for issuance of notice of violation with the end of affording due process to traffic violators prior to tagging in the LTMS.
 - b. Submit the certificate of compliance with the mandatory law enforcement officer's training course of key law enforcement officers conducted by the LTO to ensure uniformity in the enforcement of traffic laws, rules and regulations;
 - c. Submit the certification of compliance of design and installation of traffic signages issued by the DPWH in accordance with international standards;
 - d. Ensure that it shall not enact or enforce any ordinance or resolution in conflict with the provisions of the Land Transportation and Traffic Code as amended and other land transportation laws, rules and regulations, or prohibiting any deputy or agent of the LTO to enforce land transportation laws, rules and regulations within their respective territorial jurisdiction;
 - e. Prohibit all its traffic enforcers to confiscate the driver's licenses of the apprehended drivers in carrying out traffic law enforcement activities unless they are deputized by the LTO pursuant to Sec. 23 of the IRR of R.A. 10930, subject to the exemptions enumerated under Article V of LTO MC JMT-2023-2383; and
 - f. Recognize that this MOA shall not be construed as a replacement for deputation of enforcers of the Second Party and that the enforcers of Second Party shall still be required to undergo the regular process of deputation in compliance with the applicable LTO rules and regulations.
7. Enter into a Data Sharing Agreement with the First Party, which shall govern the responsibilities of the Parties to ensure the integrity of the data collected and shared by the parties, in compliance with the provisions of the Data Privacy Act; and
8. Ensure continuing compliance with the provisions of LTO MC No. JMT-2023-2383 and other related issuances or set of guidelines of the First Party during the entire effectivity of this MOA.

ARTICLE III - AMENDMENTS

This MOA may be modified or amended, if the amendment is made in writing and is signed by both Parties.

ARTICLE IV - CONFIDENTIALITY

The Parties shall not, during the term of this MOA and even after its expiration, disclose any proprietary or confidential information relating to the agreed terms or the business or operations of the Parties without prior consent of the First Party.

ARTICLE V - SEPARABILITY

If any provision of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOA is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VI - TERMINATION

Each party may terminate this Agreement for any cause by giving thirty (30) days prior written notice to the other Party. Provided, however, that in the event a Party fails to perform any of its responsibilities under this MOA, the other Party shall have the right to terminate this MOA immediately upon written notice.

ARTICLE VI - EFFECTIVITY

This Memorandum of Agreement shall remain effective until revoked. All other related Memorandum of Agreement signed prior to this Agreement is deemed amended by the execution of this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures on the date and place first written above.

FOR THE LAND TRANSPORTATION OFFICE FOR THE LGU

ATTY. JOSE ARTURO M. TUGADE
 Assistant Secretary

HON. _____
 Mayor

WITNESSES

Executive Director

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

	ID Presented	ID No.

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of _____ pages (____) pages including this page wherein this Acknowledgment is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____, 2023

NOTARY PUBLIC

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of 2012.

DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is made and entered into on this _____ day of _____, _____ by and between:

The LAND TRANSPORTATION OFFICE, with powers granted under Republic Act 4136, otherwise known as the Land Transportation and Traffic Code, with office address at LTO Main Compound, East Avenue, Diliman, Quezon City, represented by its Assistant Secretary, **ATTY. JOSE ARTURO M. TUGADE**, hereinafter referred to as the "FIRST PARTY";

AND

THE GOVERNMENT OF _____, a local government unit, organized and existing by virtue of the laws of the Philippines, with principal address _____, represented herein by its Local Chief Executive **Mayor _____**, his authority conferred by the Local Sanggunian through SP Resolution No. [], series of [] <LGU>, hereinafter referred to as ("SECOND PARTY").

Collectively referred to herein as the Parties.

-WITNESSETH THAT -

WHEREAS, the FIRST PARTY is authorized under Republic Act 4136, as amended, otherwise known as the Land Transportation and Traffic Code to issue or deny licenses to drivers, or register or refuse registration of motor vehicles as well as accept or deny their respective renewals, and make arrests for violations of the provisions of the Code;

WHEREAS, the FIRST PARTY, pursuant to its mandate, processes Personal Information of various motorists and vehicle owners in the capacity of Personal Information Controller ("PIC");

WHEREAS, Republic Act No. 8792 (The "Electronic Commerce Act"), provides that an electronic online network facilitates the open, speedy, and efficient electronic online transmission, conveyance, and use of electronic documents amongst all government departments, agencies, bureaus, offices, up to the division level, and to the regional and provincial offices, government-owned and controlled corporations, local government units, other public instrumentalities, universities, colleges and other schools, and universal access to the general public;

WHEREAS, the FIRST PARTY entered into a Memorandum of Agreement with the SECOND PARTY for the purpose of interconnecting its traffic apprehension database and its Traffic Apprehension Project with the FIRST PARTY's Information Technology Project (LTO IT Project) on motor vehicle and driver's license database, and create an alarm in the Motor Vehicle Registration System and/or Driver's Licensing System of the LTO IT Project, through its Law Enforcement and Traffic Adjudication System to ensure the effective implementation of its mandated functions and efficient revenue collection;

WHEREAS, the SECOND PARTY, pursuant to its mandate, processes Personal Information of motorists for purposes of enforcing traffic regulations and imposing corresponding fines and penalties within its jurisdiction;

WHEREAS, for purposes of processing motorists' Personal Information, the FIRST PARTY is willing to grant the SECOND PARTY, access to and interconnection with the LTO IT Project's system and database, and in this regard, permits the SECOND PARTY, to design, develop, implement, operate and maintain such interconnection facility with the FIRST PARTY;

WHEREAS, the Implementing Rules and Regulations ("IRR") of Republic Act No. 10173 or the Data Privacy Act allows data sharing between government agencies, provided adequate safeguards are in place and covered by a data sharing agreement, in accordance with NPC Circular 16-02 on Data Sharing Agreements involving Government Agencies;

WHEREAS, the Parties desire to agree on the terms and conditions regarding the sharing of personal information and sensitive personal information ("Personal Data") of motorists and vehicle owners, herein referred to as the data subjects;

NOW, THEREFORE, for and in consideration of the above premises, the parties have agreed to the following terms and conditions:

1. DEFINITION OF TERMS

1.1 "Breach" refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed;

1.2 "Consent of the data subject" refers to any freely given, specific, informed indication of will, whereby the data subject agrees to the collection and processing of his or her personal, sensitive personal information, which is evidenced by written, electronic or recorded means;

1.3 "Control" refers to the exercise of deciding on what information is collected, or the purpose or extent of its processing;

1.4 "Data subject" refers to an individual whose personal, sensitive personal, or privileged information is processed;

1.5 "Data processing systems" refers to the structure and procedure by which personal data is collected and further processed in an information and communications system or relevant filing system, including the purpose and intended output of the processing;

1.6 "Incident" refers to an event or occurrence that affects or tends to affect data protection, or may compromise the availability, integrity and confidentiality of personal data. It includes incidents that would result to a personal data breach, if not for safeguards that have been put in place;

1.7 "NPC" means National Privacy Commission, which is the Philippine government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data privacy;

1.8 "Personal data" refers to all types of personal information;

1.9 "Personal data breach" refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed;

1.10 "Personal information" refers to any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;

1.11 "Personal information controller" refers to a natural or juridical person, or any other body who controls the processing of personal data, or instructs another to process personal data on its behalf.

1.12 "Personal information processor" refers to any natural or juridical person or any other body to whom a personal information controller may outsource or instruct the processing of personal data pertaining to a data subject;

1.13 "Philippine Privacy Laws" refers to the Data Privacy Act of 2012, its implementing rules and regulations, and relevant issuances of the National Privacy Commission;

1.14 "Processing" refers to any operation or any set of operations performed upon personal data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the personal data are contained or are intended to be contained in a filing system;

1.15 Sensitive personal information refers to personal information:

1. About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations;
2. About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings;
3. Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
4. Specifically established by an executive order or an act of Congress to be kept classified.

2. PURPOSE OF DATA SHARING

2.1 The Parties are entering into this Agreement and the FIRST PARTY is granting to the SECOND PARTY access to the personal data described in Section 3 hereof for the following purposes:

- a. Process Violation Notices for motorists who have violated traffic

ordinances within the jurisdiction of the SECOND PARTY under Ordinance No. _____, s. of _____, or the Latest Traffic Ordinance of the SECOND PARTY; and

- b. Enforce, through Violation Notices and the MVRAS, the FIRST PARTY's authority to issue or deny licenses to drivers, or refuse registration of motor vehicles as well as accept or deny their respective renewals, and make arrests for violations of the provisions of Republic Act 4136, as amended, otherwise known as the Land Transportation and Traffic Code, to facilitate the FIRST PARTY's mandate.

2.2 The Parties are entering into this Agreement and the SECOND PARTY is granting to the FIRST PARTY access to the personal data described in Section 3 hereof for the following purposes:

- a. Create a Motor Vehicle Registration Alert System ("MVRAS") to link up with the FIRST PARTY System to instruct the FIRST PARTY on putting an alarm on the registration of the vehicle and the driver's license of a violator who fails to pay fines or penalties corresponding to their violation, pursuant to Ordinance No. _____, s. of _____, or the Latest Traffic Ordinance of the SECOND PARTY; and
- b. For the FIRST PARTY and the SECOND PARTY to develop a system of interconnectivity that will authorize the SECOND PARTY's authorized collecting agents or banks to upload data in the FIRST PARTY's Law Enforcement and Traffic Adjudication System ("LETAS") and/or the SECOND PARTY's Integrated Law Enforcement System ("ILES") to lift alarms in the MVRAS or Driver's Licensing System ("DLS"), and another sub-system for online or web-based payment of Fees.

3. PERSONAL DATA TO BE SHARED

The personal information subject of this Agreement shall be limited to the following types of personal information collected from the data subjects:

Personal Data	Classification
1. Plate Number;	Personal Information
2. Name of Vehicle Owner;	Personal Information
3. Address of Vehicle Owner;	Personal Information
4. Vehicle Make and Type;	Non-Personal Information
5. Vehicle Year Model;	Non-Personal Information
6. Vehicle Classification;	Non-Personal Information
7. Date of last Registration of Vehicle	Non-Personal Information
8. Name of the Holder of the Driver's License ("DL")	Personal Information
9. Address of DL Holder,	Personal Information
10. Date of Birth of DL Holder	Sensitive Personal Information
11. License Number	Sensitive Personal Information
12. Type of Restriction	Non-Personal Information
13. Unsettled Violations	Sensitive Personal Information
14. Any Other Data that will be needed for the processing of Notices of Violation	Personal Information

4. LAWFUL BASIS FOR DATA PROCESSING

- 4.1 Parties charged with the collection of Personal Data directly from the data subjects undertake that the lawful processing of personal data is provided by the following laws and regulations:
- a. Ordinance No. _____, s. of _____, or the Latest Traffic Ordinance of the SECOND PARTY; and
 - b. Republic Act 4136, as amended, otherwise known as the Land Transportation and Traffic Code.
- 4.2 Where applicable, Parties charged with the collection of Personal Data directly from the data subjects also undertake to obtain the consent of the data subject prior to collection and processing, except where such consent is not required for the lawful processing of personal data, as provided by law.

5. PROCEDURES FOR USE OR PROCESSING OF PERSONAL DATA

- 5.1 Parties assure and undertake to inform the data subjects of the following information prior to collection or before personal data is shared:
- 5.2 Manner of Sharing and Processing. For purposes described in Sections 2 and 4, and provided that processing and sharing must adhere to the data privacy principles laid down in Republic Act No. 10173, its Implementing Rules and Regulations, and other issuances of the National Privacy Commission:
- a. The FIRST PARTY shall provide the SECOND PARTY through agreed methodologies to the MVRs, DLS, LETAS, ILES to collect, record, organize, store, retrieve, use, and consolidate ("Process") personal data.
 - b. The SECOND PARTY may upload into the FIRST PARTY MVRs, DLS, LETAS, ILES information on recorded outstanding or pending offenses or violations, through office-based software application queries and/or SMS query and/or Mobile App provided, that the data stated below shall be made available.
- 5.3 Standard of Care. A party to this Agreement who receives personal data ("Receiving Party") from the other party ("Disclosing Party") shall exercise at least the same degree of care as it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure.
- 5.4 Safeguards Around Personal Data. The Receiving Party shall use appropriate safeguards to protect the personal data from misuse and unauthorized access or disclosure, including maintaining adequate physical controls and password protections for any server or system on which the personal data is stored, ensuring that the personal data, unless encrypted, is not stored on any mobile device or transmitted electronically, provided that encryption standards shall abide by those prescribed by the National Privacy Commission.

The Receiving Party shall undertake measures that are reasonably necessary to prevent any use or disclosure of the personal data other than as allowed under this Agreement.

5.5 Permitted Disclosure.

5.5.1 Parties may disclose the personal data only to the extent necessary:

- a. To authorized persons only; and
- b. To the following Personal Information Controllers and Personal Information Processors, which shall be given access to the personal data described in Section 3 for the purposes enumerated in Sections 2 and 4:

Entity	Classification
1. LTO IT Provider	Personal Information Processor of the LTO
2. LGU IT Provider	Personal Information Processor of <LGU>
3. Philippine Post Office	Personal Information Processor of <LGU> (concerning name and addresses of data subjects for purposes of sending Notices of Violation)

5.5.2 The above disclosures shall be made when expressly authorized by law or with the consent of the data subject, with notice to the other party.

5.5.3 In all instances, the rights of data subjects shall be observed, including the right to access and correction, as well as the right to object where data sharing or processing is based on consent. In such case, the other party shall be informed of any request to access or correct personal information, which is the subject matter of this sharing arrangement. The data subject shall also be provided by the Disclosing Party with information that would sufficiently notify the former of the nature and extent of data sharing and the manner of processing.

5.6 Required Disclosure. If a Receiving Party is compelled by law to disclose any personal data, it shall notify the Disclosing Party of such fact before disclosing the compelled personal data.

5.7 Breach Management.

- a. Report. Within twenty-four (24) hours of becoming aware of any unauthorized use or disclosure of the personal data or any security incident or possible security breach, a Receiving Party shall promptly report such fact to the Disclosing Party. Both Parties shall, within forty-eight (48) hours from obtaining such awareness, notify the National Privacy Commission and the concerned data subjects in accordance with NPC Circular 16-03.
- b. Cooperation and Mitigation. A Receiving Party shall cooperate with any mediation that the Disclosing Party, in its discretion, determines as necessary to:

- i. address any applicable reporting requirements, and
- ii. mitigate any effects of such unauthorized use or disclosure of the personal data or any security incident or possible security breach, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

5.8 No Modification of Personal Data. A Receiving Party shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the personal data.

6. OVERVIEW OF OPERATIONAL DETAILS OF THE SHARING OR TRANSFER OF PERSONAL DATA

6.1 The SECOND PARTY shall capture images of vehicles and motorists through traffic cameras installed in strategic locations in the City, and link the same personal data described in Section 3, which shall be accessed from the LTO IT Project's MVRs, DLS, LETAS, ILES and/or corresponding database to Process personal data. This shall form the basis for the SECOND PARTY to create Notices of Violation.

6.2 Information on Notices of Violation and corresponding settlement of fines and penalties shall be shared by the SECOND PARTY with the FIRST PARTY for the purpose of instructing the FIRST PARTY to place alarms on the registration of the vehicle and the driver's license of a violator, who fails to pay fines or penalties corresponding to their violation, pursuant to Ordinance No. _____, s. of _____, or the Latest Traffic Ordinance of the SECOND PARTY.

7. SECURITY MEASURES

7.1 To safeguard the confidentiality, integrity and availability of personal data, the Parties shall ensure the adoption of adequate safeguards for data privacy and security in the process of data sharing. As such, the Parties shall uphold the rights of data subjects and ensure the adequacy of security measures, including the implementation of policies for retention or disposal of records, in accordance with retention periods under relevant laws.

7.2 Confidentiality. The Parties shall ensure that the personal data are only available to the persons whose access to the same are necessary to process the data in accordance with this Agreement. Accordingly:

- a. Both Parties shall strictly regulate access to personal data under its control or custody and shall grant access to agency personnel, through the issuance of a security clearance by the head of agency, only when the performance of official functions or the provision of a public service directly depends on such access or cannot otherwise be performed without such access.
- b. Access to personal data by Personal Information Processors, independent contractors, consultants, and service providers shall be governed by strict procedures contained in formal contracts, which provisions must comply with Philippine Privacy Laws.
- c. Access to personal data online shall be authenticated via a secure encrypted link and must use, at the minimum, a two-step

verification process, as well as multi-factor authentication. Their access rights must be defined and controlled by a system management tool.

- 7.3 Integrity. To prevent unauthorized or inadvertent change to personal data, the SECOND PARTY and its Personal Information Processors cannot amend data accessed from the LTO IT Project's MVRs, DLS, LETAS, ILES and/or corresponding database.
- 7.4 Availability. Both parties shall ensure access to personal data for purposes enumerated in Sections 2 and 4.
- 7.5 With regard to Personal Data, for purposes of this Agreement and any applicable privacy law, the Parties shall, within the scope of their responsibilities, share data in adherence with the principle of transparency, legitimate purpose and proportionality, including, but not limited to, the lawfulness of the transmission and the lawfulness of processing.
- 7.6 Each Party shall immediately inform the other Party if, in its opinion, an act or instruction infringes Philippine Privacy Laws.
- 7.7 The Disclosing Party warrants to the Receiving Party that it has performed the following obligations:
 - a. ensure that the data subjects have been provided with the following information before the data is shared:
 - i. Identity of the personal information controllers or processors that will be given access to Personal Data;
 - ii. Purpose of the data sharing;
 - iii. Categories of Personal Data concerned;
 - iv. Intended recipients or categories of recipients of the Personal Data;
 - v. Existence of their rights as data subjects, including the right to access and correction, and the right to object; and
 - vi. Other information that would sufficiently notify the data subject of the nature and extent of data sharing and the manner of processing.
- 7.8 The Receiving Party warrants to the Disclosing Party that it shall:
 - a. implement such measures and systems that will enable data subjects to exercise their rights under the Philippine Privacy Laws, including without limitation the rights access, rectification, modification, blocking, and to object to the processing of data;
 - b. implement reasonable and appropriate organizational, physical and technical measures intended for protection of personal information against any accidental or unlawful destruction,

alteration and disclosure, as well as against any other unlawful processing;

- c. ensure that its employees, agents, and representatives who are involved or authorized in the processing of Personal Data operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;

- 7.9 Both Parties shall be responsible for ensuring that there are adequate physical, technical and organizational privacy and security measures in the processing of Personal Data of their respective customers, partners and employees against any accidental or unlawful destruction, alteration, or disclosure, or against accidental loss or destruction, or against unlawful access, fraudulent misuse, or unlawful alteration and/or contamination.

8. ONLINE ACCESS TO PERSONAL DATA

- 8.1 Online access to Personal Data shall be granted for the purposes stated in Sections 2 and 4 to accomplish processing of Personal Data under this Agreement.
- 8.2 Online access shall be granted to Personal Information Processors reflected in Section 5.5, using secure encrypted link and middleware from the FIRST PARTY with full control over the online access, in accordance with programs, middleware and encryption methods and standards prescribed by the National Privacy Commission.

9. MANUAL REPRESENTATIONS.

- 9.1 No Restriction. Neither party is under any restriction or obligation that could affect its performance of its obligations under this Agreement.
- 9.2 No Violation, Breach or Conflict. Neither party's execution, delivery and performance of this Agreement and the other documents to which it is a party and the consummation of the transactions contemplated in this Agreement do not or will not result in its violation or breach of, constitute a default under, or result in the acceleration of any material contract.
- 9.3 Ownership. The Disclosing Party has the right to grant the Receiving Party use of the personal data, with full control on the manner of collection, holding, processing or use of the same.
- 9.4 Data Quality. The Disclosing Party warrants the quality of the Personal Data that is being shared. The Receiving Party shall maintain the quality of the shared data. As such, DPOs of the Parties sharing Personal Data shall take into account the existing controls in the process of collection and processing of Personal Data that will be shared to give reasonable assurance that data being shared is accurate and up to date. Adequate care must be undertaken to ensure that accurate Personal Data, specifically Sensitive Personal Information, is shared.

10. RETURN, DESTRUCTION, OR DISPOSAL OF TRANSFERRED PERSONAL DATA

- 10.1 All personal data transferred to the other parties by virtue of such agreement shall be returned, destroyed or disposed of, upon termination of the agreement. The Parties shall identify the most appropriate method that shall be adopted for the secure return, destruction or disposal of the shared data, in accordance with prevailing technology during the time of return.
- 10.2 On the expiration or termination of the Agreement, or within thirty (30) calendar days from receipt of the Disclosing Party's request, the Receiving Party shall:
- a. Return the personal data and any other property, information, and documents, including confidential information;
 - b. Delete all the personal data including personal information relating to the data processing and sharing;
 - c. Destroy all copies it made of personal data and any other property, information and documents, including personal information; and
 - d. If requested, deliver to the requesting party an affidavit or certification confirming the other party's compliance with the return or destruction obligation under this section.
- 10.3 Upon termination or expiration of this Agreement, the party who receives the personal data shall cease all further use of any personal data, whether in tangible or intangible form.

11. USE OF NAME

The FIRST PARTY authorizes the SECOND PARTY and its personal information processor to use the FIRST PARTY's name, logos, trademarks, or other marks for the purpose of enforcing and implementing the Ordinance _____, s. of _____ or Latest Traffic Ordinance of the SECOND PARTY on platforms: Notice of Violation, Notice of Violation Envelopes, the SECOND PARTY Traffic Apprehension Program Website, and Road Signs. Other than these platforms, use of the FIRST PARTY's name/ logos, trademarks or other marks must be approved by the FIRST PARTY in writing separately.

12. TERM

- 12.1 Effectivity. This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force and effect until modified or terminated by mutual agreement, in writing, by both Parties.
- 12.2 Termination on Notice. This Agreement may be terminated for whatever reason by providing the other Party at least thirty (30) working days prior written notice. Any notice of termination initiated by either Party must be subject to acceptance thereon by the other Party upon thirty (30) days advance notice.

- 12.3 Termination for Material Breach. So long as the rights and welfare of the data subjects will not be prejudiced, each party may terminate this Agreement with immediate effect by delivering notice of termination, which reasonably details the breach, to the other party if:
- a. The other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches any of its obligations, covenants or representations, and
 - b. The failure, inaccuracy or breach continues for a period of thirty (30) days after the injured party receives the notice from the breaching party.
- 12.4 This Agreement may likewise be extended by mutual consent, through a written notice by either party of its intention to extend this Agreement thirty (30) days before the set termination period, provided that such extension may not be for a period longer than five (5) years, in which case the Parties shall be required to enter into a new Data Sharing Agreement, in accordance with prevailing Privacy laws.
- 12.5 Upon termination of this Agreement, the Receiving Party shall delete, destroy or return to the Disclosing Party all personal data shared by the Disclosing Party, except where retention of the same is otherwise required by relevant laws and regulations.

13. REMEDIES OF THE DATA SUBJECT

The appropriate Personal Information Controller shall ensure that the data subject shall be able to exercise the following rights:

- 13.1 The Data Subject shall be notified and furnished with information indicated hereunder before the entry of his or her Personal Data into the records of the Company, or at the next practical opportunity:
- a. description of the Personal Data to be entered into the system;
 - b. purposes for which they are being or will be processed, including Processing for direct marketing, profiling or historical, statistical or scientific purpose;
 - c. basis of Processing, when Processing is not based on the consent of the Data Subject;
 - d. scope and method of the Personal Data Processing;
 - e. the recipients or classes of recipients to whom the Personal Data may be disclosed or shared;
 - f. methods utilized for automated access, if the same is allowed by the Data Subject, and the extent to which such access is authorized, including meaningful information about the logic involved, as well as the significance and the envisage consequences of such Processing for the Data Subject
 - g. the identity and contact details of the DPO;
 - h. the period for which the Personal Data will be stored; and
 - i. the existence of their rights as Data Subjects, including the right to access, correction, and to object to the Processing, as well as the right to lodge a complaint before the National Privacy Commission.

- 13.2 The Data Subject shall have the right to object to the Processing of his or her Personal Data, including Processing for direct marketing, automated Processing or profiling.
- 13.3 The Data Subject has the right to dispute the inaccuracy or rectify the error in his or her Personal Data
- 13.4 The Data Subject shall have the right to suspend, withdraw, or order the blocking, removal, or destruction of his or her personal data.
- 13.5 The lawful heirs and assigns of the Data Subject may invoke the rights of the Data Subject to which he or she is an heir or an assignee, at any time after the death of the Data Subject, or when the Data Subject is incapacitated or incapable of exercising his/her rights.
- 13.6 Where his or her Personal Data is processed by the Company through electronic means and in a structured and commonly used format, the Data Subject shall have the right to obtain a copy of such data in an electronic or structured format that is commonly used and allows for further use by the Data Subject. The exercise of this right shall primarily take into account the right of the Data Subject to have control over his or her Personal Data being processed based on consent or contract, for commercial purpose, or through automated means. The DPO shall regularly monitor and implement the National Privacy Commission's issuances specifying the electronic format referred to above, as well as the technical standards, modalities, procedures and other rules for their transfer.

14. INDEMNIFICATION

The defaulting party shall indemnify the aggrieved party against all losses and expenses arising out of any proceeding:

- a. Brought by either a third party or by the aggrieved party;
- b. Arising out of the party's breach of its obligations, representations, warranties and covenants under this Agreement; and
- c. Arising out of the defaulting party's willful misconduct or gross negligence.

15. AUTHORIZED PERSONAL INFORMATION PROCESSOR

The following personal information processors, though not parties to this agreement, shall have access to or process the same personal data shared with and by any of the parties for the purposes of processing personal data in accordance with Section 6:

Entity	Classification
1. LTO LTMS Provider	Personal Information Processor of the LTO
2. LGU IT Provider	Personal Information Processor of <LGU>
3. Philippine Post Office	Personal Information Processor of <LGU> (concerning name and addresses of data subjects for purposes of sending Notices of Violation)

16. DATA PROCESSING OFFICER OR COMPLIANCE OFFICER

- 16.1 Any complaint filed by the data subjects and/or investigation by the NPC or any problem such as a potential information security breach and/or any doubt or questions with regard to the terms and requirement of this Agreement, the relevant Data Protection Officer must be contacted:

	LTO	<LGU>
Name		
Position		
Address		
Email address		

- 16.2 Any notice and communication required to be given under this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered by hand or by commercial courier or sent by email or registered mail, to the respective parties and addresses through their respective Data Protection Officers, as may from time to time be designated by notice.

All notices and communication shall be in the English language and shall be deemed given if delivered by hand or by commercial courier upon actual delivery and acknowledged by an authorized employee of the receiving party or if by email upon completion of the transmission and read-receipt confirmation that the transmission was successful followed by confirmation in hard copy.

17. PERSONAL INFORMATION CONTROLLER RESPONSIBLE FOR INFORMATION REQUEST, OR ANY COMPLAINT

- 17.1 The FIRST PARTY shall be primarily responsible for addressing any information request, or any complaint filed by a data subject and/or any investigation by the National Privacy Commission with respect to his personal data stored in the LTO IT Project's MVRs, DLS, LETAS, ILES and/or corresponding database.
- 17.2 The SECOND PARTY shall be primarily responsible for addressing any information request, or any complaint filed by a data subject and/or any investigation by the National Privacy Commission with respect to his personal data in the Notice of Violation.

18. GENERAL PROVISIONS

- 18.1 Security of Personal Data. Data sharing shall only be allowed where there are adequate safeguards for data privacy and security. Parties shall use contractual or other reasonable means to ensure that personal data is covered by a consistent level of protection when it is shared or transferred.
- 18.2 Access of the Data Sharing Agreement. A redacted version of this Agreement may be accessed by a data subject upon request made to the FIRST PARTY or the SECOND PARTY.
- 18.3 Responsibility of the Parties. Parties shall comply with Philippine

Privacy Laws, including putting in place adequate safeguards for data privacy and security.

- 18.4 Confidentiality Obligations. The Receiving Party shall hold the personal data received in strict confidence. Each party will use the same degree of care to protect the data, as it uses to protect its own data of like nature, but in no circumstances less than reasonable care. The Receiving Party shall ensure that its employees or agents are bound to the same obligations of confidentiality as the Disclosing Party. The obligations of confidentiality shall be maintained even after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the Parties, lawfully becomes a part of the public domain, or of which the Parties gained knowledge or possession free of any confidentiality obligation.
- 18.5 Accountability for Cross-border Transfer of Personal Data. Each party shall be responsible for any personal data under its control or custody, including those it has outsourced or subcontracted to a personal information processor. This extends to personal data it shares with or transfers to a third party located outside the Philippines, subject to cross-border arrangement and cooperation.
- 18.6 Assignment. Neither party may assign this Agreement or any of their rights or obligations under this Agreement without the other party's written consent and notice to the data subjects.
- 18.7 Governing Law. This Agreement and all transactions under it, including their construction and interpretation, shall be governed, construed and enforced in accordance with the laws of the Republic of the Philippines.
- 18.8 Mandatory Periodic Review. The terms and conditions of this Agreement shall be subject to a mandatory review by the Parties thereto upon the expiration of its term, and any subsequent extensions thereof. The Parties shall document and include in its records:
- a. The reason for termination of this Agreement or in the alternative, for renewing its term; and
 - b. In case of renewal, any changes made to the terms and conditions of this Agreement.
- 18.9 Review and Modification. Parties hereby authorize the National Privacy Commission to review the contents of this Agreement and whenever it becomes necessary, suggest any amendment or revision hereof.
- In such case, Parties shall execute an amended Agreement within fifteen (15) days from Notice of Review by the National Privacy Commission containing its observations and suggestions in order to be compliant with the provisions of the Philippine Privacy Laws.
- 18.10 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

18.11 Alternative Dispute Resolution. In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the Parties shall, at first instance, exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be referred to alternative dispute resolution which shall be governed in accordance with the provisions provided in Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Law." The seat of the arbitration shall be the Philippines.

18.12 Venue of Actions. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in a court in the city of <LGU> of the Republic of the Philippines

IN WITNESS WHEREOF, the Parties, through their respective duly authorized representatives, affix their signatures.

LAND TRANSPORTATION OFFICE <LGU>

By:

By:

ATTY. JOSE ARTURO M. TUGADE

Assistant Secretary

Date:

Place:

Mayor

Date:

Place:

WITNESSES
