

**[DEPARTMENT ADMINISTRATIVE ORDER NO.
2018-15, August 10, 2018]**

**GUIDELINES ON DIGITAL LAND DATA SHARING AND SECURITY
MEASURES OF LAND ADMINISTRATION AND MANAGEMENT
SYSTEM (LAMS) PHILIPPINES TRANSACTIONS**

*Adopted: 01 July 2018
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Pursuant to the provisions of Executive Order (EO) No. 02 issued on July 23, 2016 on the people's constitutional right to information, and in line with the objectives of DENR Administrative Order (DAO) No. 2010-18 on improving the management of land information through the adoption of the Land Administration and Management System (LAMS) Philippines, the policy on digital land data sharing and security is hereby prescribed:

SECTION 1. Objective. This Order aims to harmonize rules in providing services through the sharing of digital land data and managing the data as a valuable resource through measures such as the following:

- 1.1 Restrictions and limitations for the data sharing, access and security;
- 1.2 Scope of clientele data access and use of digital data sourced from LAMS Philippines;
- 1.3 Online data access, request and submission of data; and
- 1.4 Use of digital signatures and other security management tools.

SECTION 2. Scope and Coverage. This Order shall cover the sharing and access of digital land data from LAMS Philippines database in the DENR, such as:

- 2.1 Survey records and information
- 2.2 Public land applications, leases and other documents/information
- 2.3 Statistical or spatially processed data

SECTION 3. Definition of Terms. The following terms as used in this Order shall be defined as follows:

3.1 Access - usage of LAMS Philippines land data by the public, government and non-government and other stakeholders. It takes form of permissible activities such as viewing, creating records, updating records, and processing or enabling requested information.

Access is initially given to the LAMS Philippines administrators and distributed to each workgroup user in the DENR. The public may access further information depending on the approval of the User Agreement mandated under this Order.

3.2 Consequential Damage - otherwise known as special damages, which occurred because of the failure of one party to meet a contractual obligation.

3.3 Digital Signature - a mathematical scheme for demonstrating the authenticity of a digital message or document ensuring that the message or data was not altered in transit.

3.4 User Agreement (UA) - terms and conditions imposed by the DENR for the processing and sharing of digital land data under LAMS Philippines. It could be in the form of a Memorandum of Agreement (MOA), Memorandum of Understanding (MOU) or contracts executed between the Land Management Bureau (LMB) or the Regional Offices and the public or client.

SECTION 4. Modes of Digital Data Sharing. Data sharing may take different forms, combinations and variations from basic sharing of files through access to the LAMS Philippines database such as viewing, printing, downloading, and uploading using a LAMS Kiosk located in each Regional Office or through online digital devices such as personal computers (PCs), notebooks, tablets, or mobile phones. These are discussed in detail below:

4.1 Viewing - allows users to access land records and technical data/information stored in the system within its digital devices, either online or manually, for the purpose of confirming or printing the information or record.

The level of detail that will be made available to the user's screen shall be determined and set by the DENR through the LMB. The user shall fill up a User Agreement and submit such request for data when complete information and printout form is desired.

4.2 Printing - requires the user to gain physical copy of the data or document through the system if authorized under the User Agreement.

4.3 Downloading - another form of digital data sharing where the user requests that digital data or files be saved in their computer or any storage device, subject to authorization prescribed within the User Agreement and approved by the officials of the LMB and Regional Offices.

The downloading of land data may be allowed specifically where the licensed user is allowed to obtain a digital copy of files within the LAMS Philippines database for the purpose of creating, or using other layers of value. The DENR, through the LMB and Regional LAMS Philippines System Administrators assures that the attribution, copyrights, and security measures are in place and continuously enforced.

4.4 Uploading - this is undertaken where users usually plug-in an external device for the purpose of submitting, sharing, updating or exchanging of digital data through the system.

The DENR, through the LMB and Regional LAMS Philippines System Administrators, shall conduct prior verification, validation, and quality assurance to ensure the authenticity, integrity and accuracy of data before these are accepted and approved for uploading to the system. This also applies to the

uploading of data from DENR partners.

Survey returns digitally submitted to LAMS Philippines for survey verification and approval shall be in the form of Digital Land Survey Data (DLSD) format prescribed under DAO No. 2016-01 dated January 22, 2016.

SECTION 5. Access to information or records through LAMS Philippines. In order to identify the different stakeholders who may wish to access LAMS data while at the same time protecting and securing the system, the following guidelines shall be observed:

5.1 Identification and registration of the requesting party - the system shall require identification and registration of the requesting party accessing information within LAMS Philippines database. The requesting party shall also provide or disclose the least amount of information needed whether the transaction will be for a fee or free.

5.2 Verification, processing and approval of request - once the requesting party has searched for the parcel or other data resource in question, he/she may ask for a detailed data through a request that may be lodged or submitted in hardcopy to the LMB or the Regional Offices. The LMB and Regional Offices shall then process the submitted request and when approved, the said offices may provide the requested data in any of the formats, such as hardcopy printouts, electronic files in storage media, or online data transfers.

5.3 Data access on a continuing basis - With the proper identification, controls and agreements in place, industry or government stakeholders may sign up to access LAMS Philippines' data and download data on a regular basis for internal use. LAMS Philippines will track their data usage and charge them accordingly through their accounts registered in LAMS Philippines.

In addition, the DENR, through the LMB and Regional Offices also partners with providers of data or information in order to keep the LAMS Philippines database accurate, reliable and relevant. Properly identified, certified and registered by the LMB and Regional Offices, these providers may upload data to be processed by the LMB and Regional Offices for inclusion into the LAMS Philippines database.

Access to information from LAMS Philippines shall be processed by intermediary applications that handle external transactions.

SECTION 6. The User Agreement for Land Data Sharing. Digital land data sharing services shall be provided through paper-based transactions or through online transactions covered by User Agreements. It shall contain the major elements provided in the succeeding sections to ensure that the LMB and Regional Offices can provide quality land transaction services while at the same time protect the Offices' land databases. A sample User Agreement is provided in Annex A.

SECTION 7. Principles in Digital Land Data Sharing. Both the LMB and Regional Offices shall adopt the following in sharing and managing digital land data:

7.1 Identification of the requesting party - gather sufficient information about the requesting party, depending on the service to be provided, type of transaction

relationship requested, and the relative risk or exposure for DENR.

The LMB and Regional Offices shall set up a procedure for verifying the requesting party's identity. It shall contain the following information:

7.1.1 Single transactions - could range from an individual's request for a single area or records. It involves a simple one-time transaction with low cost and low risk, lesser computing time and resources.

7.1.1.1 Contact details (name, address, telephone number, email address, etc.);

7.1.1.2 Employment details (position, work address, business type, telephone number, etc.); and

7.1.1.3 Purpose of request

7.1.2 Complex transactions - transactions requiring large data access types, ranging from a request of a cadastral database for a large area or a large geopolitical area.

This involves requests of individual/company officers engaged in operations for complicated, multi-access and on-demand type arrangements involving high cost and high risk data.

7.1.2.1 Contact details (name, address, telephone number, email address, etc.); 7.1.2.2 Employment details (position, work address, business type, telephone number, etc.);

7.1.2.3 Company business registration information; 7.1.2.4 Name of personnel involved in data access;

7.1.2.5 Emergency numbers of the business; and

7.1.2.6 Purpose of request

In cases where the requesting party is a representative of an individual or a company, whether in a single or complex transaction, a Special Power of Attorney (SPA) is required to be presented (refer to Annex A and B). The information of both the principal and the representative including the SPA shall be submitted for verification by the LMB and Regional Offices prior to the commencement of the transaction.

All transactions or requests, whether unsuccessful or successful, approved or denied shall be included and tracked in the LAMS Philippines. In this way, all requests may be screened and/or tracked and make investigations easier, when needed.

7.2 Information or service requested - the service supplied shall contain sufficient information such that the service is uniquely identifiable and traceable to the public and other transaction details, in line with data security and privacy guidelines. This could be in the form of printed information or digital signature that will go with the files tied in with other service delivery and access logs.

Example: "reprinted for company ABC use only"

7.3 Use of the information - the User Agreement shall state data limitations or restrictions to the use of the service or information that the LMB and Regional Offices will supply. This is done to protect the LMB and Regional Offices' interests and rights over the service, ease in managing the land data use under LAMS Philippines services through service differentiation, enhance appreciation of the service value, and allow the LMB and Regional Offices to maintain the service's viability in the long run. The LMB and Regional Offices shall actively project their interests and maintain the necessary resources to enforce their rights over the services they provide.

The User Agreement shall state restrictions such as:

7.3.1 For internal use only of a specific area Example: "For reference purpose only"

7.3.2 For internal, or company use, by its employees or consultants Example: "For reference purpose only company ABC" "For Official use only"

7.3.3 For internal use of the DENR (free / no acquisition cost) Example: "For Official use only", "For LMB use only"

7.3.4 For academic and/or government use Example: "For research/reference purposes"

7.3.5 For publication and therefore external use Example: "For publication purpose, etc."

7.3.6 For land titling and judicial purposes Example: "For land titling purposes"

7.3.7 For external use where the data is still in its original form as layers of information for value added services

The data restrictions shall also apply and the data cannot be used for external purposes for a consultant or other government or non-government agencies providing services to a third party.

The consultant or company wishing to provide or sell data in conjunction with LAMS Philippines data for external use should request for another type of Agreement with the LMB and Regional Offices. This is needed because of the additional risk and resources needed to manage such transactions for this service.

Records or documents issued under LAMS Philippines, whether printed or in digital format, shall bear a disclaimer as follows:

"The information contained in these documents can only be used for its intended purpose indicated therein. Any alterations made after the issuance of this certification is subject for validation."

User Agreement shall state the expiration of the service in line with the DENR Offices' appreciation of the data, support and costing rules.

If the public and/or requesting party will only get information as a single transaction with no updates, then this will be costed as such, while another service will have a different cost if the service entails a regular update or access to the LAMS Philippines databank.