

MEMORANDUM OF COOPERATION BETWEEN THE PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE OF THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (PCOO), THE PEOPLE'S TELEVISION NETWORK INC. UNDER THE SUPERVISION OF PCOO (PTV) AND THE MINISTRY OF INTERNAL AFFAIRS AND COMMUNICATIONS OF THE GOVERNMENT OF JAPAN (MIC) FOR THE DELIVERY OF DISASTER INFORMATION THROUGH EMERGENCY WARNING BROADCASTING SYSTEM AND DATA BROADCASTING OF DIGITAL TERRESTRIAL TELEVISION BROADCASTING

The Presidential Communications Operations Office of the Government of the Republic of the Philippines (PCOO), the People's Television Network Inc. under the supervision of the PCOO (PTV) and the Ministry of Internal Affairs and Communications of the Government of Japan (MIC), hereinafter referred to as the "Participants,"

RECALLING the *Memorandum of Cooperation between the PCOO and the MIC on the Cooperation in the Field of Information and Communications Technology* on 26 October 2016 in Tokyo, Japan, hereinafter referred to as the "MOC", and that in Paragraph 2 (4) of the MOC, the PCOO and the MIC have identified developing and using ICT in disaster risk reduction through the implementation of an EWBS trial as an area of common interest for cooperation;

DESIRING to promote and enhance the delivery of disaster information through emergency warning broadcasting system, hereinafter referred to as the "EWBS," and data broadcasting of the ISDB-T digital terrestrial television broadcasting, hereinafter referred to as the "Joint Project,"

RECOGNIZING the need to establish the basic terms and conditions under which the Participants will pursue their negotiations for the execution of a definitive framework for the Joint Project; and

HAVING DECIDED to implement the following means of cooperation.

**PARAGRAPH 1
OBJECTIVES**

1. The Joint Project is to be implemented under mutual collaboration among the Participants in order to verify positive effectiveness of ISDB-T, such as the delivery of disaster information through EWBS and data broadcasting.
2. The implementation of the Joint Project will be a support to the Philippine Government's effort to protect citizens from disasters.

PARAGRAPH 2
SCOPE OF PROJECT

1. The contents of the Joint Project are as follows:
 - a. Delivery of disaster information to citizens in the Philippines through EWBS and data broadcasting of ISDB-T; and
 - b. Public education on digital migration in the Philippines
 - c. The MIC through its supporting companies (hereinafter referred to as the "Support Company") will give a capacity-building program to related personnel in the Philippines and will technically train them so that EWBS and data broadcasting can be operated and maintained independently by the Philippines.

PARAGRAPH 3
RESPONSIBILITY OF THE MIC

1. The MIC will promote and enhance the delivery of disaster information in the Philippines through the implementation of the Joint Project.
2. The Joint Project is to be implemented under mutual collaboration between the MIC and the Support Company, therefore it will be carried out by the MIC through Support Company who is exclusively contracted by MIC.
3. The MIC, through the Support Company, will assume all duties and taxes of the equipment and systems that will be required in the Joint Project.

PARAGRAPH 4
RESPONSIBILITY OF THE PCOO

1. The PCOO will support the implementation of the Joint Project
2. The PCOO will disseminate the information on the Joint Project in the Philippines
3. The PCOO will support PTV's efforts to utilize the outcome of the Joint Project for commercial use.

PARAGRAPH 5
RESPONSIBILITY OF THE PTV

1. The PTV will provide an equipment room or facility where the necessary ISDB-T devices will be installed to principally prepare the environment for the Joint Project.
2. The PTV will promote public education on digital migration, including producing documentary programs and broadcasting these nationwide, through the implementation of the Joint Project.
3. The PTV will make efforts to utilize the outcome of the Joint Project for commercial use.

PARAGRAPH 6 NON-ASSIGNMENT OF RESPONSIBILITIES

No. Participant may assign any responsibility beyond those mentioned under this Memorandum of Cooperation without the prior written consent of the other Participants.

PARAGRAPH 7 NEGOTIATIONS FOR A DEFINITIVE FRAMEWORK

1. The Participants have decided to discuss and negotiate in good faith the terms and conditions of a definitive framework which may be executed hereinafter to implement this Memorandum of Cooperation
2. The Participants will not solicit offers nor negotiate with third parties, without the approval of the other Participants, even where the third party offer is unsolicited, during the term of this Memorandum of Cooperation.

PARAGRAPH 8 INTELLECTUAL PROPERTY RIGHTS

Each Participant will retain all rights, title, and interests in and to their respective systems and contributions, all trade secrets, patent, and other intellectual property rights contained therein.

PARAGRAPH 9 CONFIDENTIALITY

1. Any information arising out of or obtained under this Memorandum of Cooperation will not be disclosed to any third party without the prior written approval of the other Participants.
2. The security of classified information and material exchanged or arising out of this Memorandum of Cooperation will be governed by specific documents between the Participants, on a case-by-case basis.