

## Annex “A”

### Digital Education Program and Cybersafe Learning for Education Project 2021

#### TERMS OF ENGAGEMENT OF DICT AND INSTITUTIONAL PARTNER

##### **1. PROGRAM AND PROJECT BACKGROUND**

The Department of Information and Communications Technology (DICT) Digital Education Program (“DEP”) is one of the pillars of the flagship strategy Digital Philippines designed to fulfill the DICT’s digital mandate and accelerate the digital transformation of governance, education, workforce, and communities across the country. The DEP aims to create virtual and physical platforms for delivering instructions in formal, informal and non-formal education, and to develop digital skills, stimulating the creation of ICT-based jobs and industries, and facilitating citizen adaptation and participation in an evolving digital society.

The DICT, in coordination with the Local Government Units (“LGUs”), provinces, independent and component cities, municipalities, barangays, Department of Education School Division Office (“DepEd SDO”), state universities and colleges, government institutions for learning and other government agencies, offices or instrumentalities shall foster and promote digital education, ICT- literacy and knowledge-building aimed at capacitating and empowering the citizenry, inclusive of geographically distributed groups, sectors and/or individuals.

The pilot Cybersafe Learning for Education (“CLE”) Project is a component of DEP. The continuing existence of the Covid 19 pandemic accelerating as it does digitalization has warranted the expansion of the pilot CLE Project to add/include areas to/outside the National Capital Region. The citizenry’s massive shift of almost all transactions online and in the cyber-domain, brought about by health protocols and mobility restrictions, have created a plethora of opportunities the full potentials of which can be realized only through digitally literate, ICT-empowered citizens with the means, capability, and know-how in terms of safely and fully navigating the digital terrain to reap its rewards, while at the same time avoiding the risk of being victimized by cybercrimes/harmful cyber activities.

Through the DEP and CLE Project, digital learning devices such as laptop, tablet, or appropriate ICT device are made available to the Institutional Partners for the benefit of their constituents, as well as officers and employees, and other stakeholders in their sectors. Qualitative and quantitative monitoring and evaluation tools will be deployed to understand project impact upon participating institutions, learners, educators and stakeholders, the results of which will inform continuing policy and program development in the ICT-knowledge building space towards recovery and resiliency and gearing up for the digital global economy.

##### **2. DICT AND INSTITUTIONAL PARTNERS**

2.1. DICT as the Program/Project Sponsor; and

2.2. Local Government Units, DepEd SDO, State Universities and Colleges, Government

Institutions for Learning, Other Government Agencies, Offices or Instrumentalities, or offices of the other Branches of Government (“Institutional Partner/s”)

### 3. OBJECTIVE AND PURPOSE

This *Terms of Engagement* lays out the framework for mutual cooperation between DICT and its Institutional Partners. The respective roles and obligations are defined towards effective implementation of the DEP and expanded pilot CLE Project (“Project”). The Institutional Partner may add its own emphasis on the DEP based on its local or sector-specific priorities: provided it is aligned with the DEP and Project aims.

### 4. ROLES AND RESPONSIBILITIES

#### 4.1. The **DICT** shall:

- 4.1.1. Provide the concept, design and main framework for the implementation, monitoring and evaluation of the DEP and the Project;
- 4.1.2. Provide advisory and technical assistance, with the aid of experts or resource persons if necessary;
- 4.1.3. Provide to the Institutional Partner digital learning devices such as laptop, tablet, or appropriate ICT device in such number as may be jointly determined subject to availability, and, if feasible, internet connectivity;
- 4.1.4. Collaborate with the Institutional Partner and other stakeholders to finalize/develop/update the menu of digital content that will be accessed via web services on the internet using the DICT-issued device;
- 4.1.5. Collaborate with the Institutional Partner and other stakeholders in the design and or curation of the training materials and resources under the Project;
- 4.1.6. Collaborate with the Institutional Partner and other stakeholders to design and implement the qualitative and quantitative monitoring and evaluation tools needed to understand the impact of the Project to the participating learners, educators or education stakeholders;
- 4.1.7. Assist the Institutional Partner in creating a clear and coherent work plan on project implementation, and communicate any changes or alterations to this work plan; and
- 4.1.8. Perform such other tasks as may be necessary to ensure project success.

#### 4.2. The **Institutional Partner** shall:

- 4.2.1. Lead the implementation, monitoring and evaluation of the Project based on DICT-issued project framework, adding aspects of local emphasis in alignment with the aims of the DEP and the Project, if necessary and feasible, in close consultation with DICT in all instances;

- 4.2.2. Collaborate with DICT on the review of concept, design and main framework, as part of continuing project development;
- 4.2.3. Provide inputs in the finalization or continuing development of the digital content or project materials;
- 4.2.4. Collaborate with DICT and other stakeholders on the design and or curation, of the training materials, content and resources;
- 4.2.5. Collaborate with DICT and other stakeholders on the design and implementation of the qualitative and quantitative monitoring and evaluation tools needed to understand the impact of the Project to the participating learners;
- 4.2.6. Work closely with other public and private agencies to supplement and complement the DICT-led Project, such as providing counterpart funding for the reproduction of printed teaching and learning materials, if feasible;
- 4.2.7. Follow the DICT-prescribed and/or agreed upon work plan and consistently communicates any concerns that may lead to work changes or alterations;
- 4.2.8. Submit to DICT the appropriate resolutions/written instrument authorizing/ratifying/confirming the participation of the Institutional Partner to the DEP and the expanded pilot CLE Project, with the list of intended beneficiaries, as a precondition for the release of any device, or grant of access to project content and other resources.
- 4.2.9. Perform such other tasks as may be necessary to ensure project success.

## 5. COMMON OBLIGATIONS

- 5.1. **Allowable Use of Technologies and Resources.** – DICT and Institutional Partner shall ensure that the government-provisioned ICT and ICT-enabled technologies and other learning government education and learning environments or interventions are used mainly for educational and learning purposes. It could be by information campaign by the Institutional Partner or by means of software that restrict or regulate internet access to protect students and learners from online gaming addiction, online pornography, or other dangerous internet sites that expose students and learners to the risks of cyberbullying, cyber-attacks, and similar online threats, among other technologies and mechanisms.
- 5.2. **Data Privacy and Security of Personal Information.** – DICT and Institutional Partner shall promote and ensure that the data privacy and security of personal information of students or learners are protected: *provided that*, for minors, the agents of the school/higher education institution shall disclose to the learner’s parents/guardian the nature of the personal information collected, custody and disposal of the data, and the process by which parents/guardians can exercise on opt-out option.
- 5.3. **Protection of Intellectual Property Rights of Stakeholders.** -- DICT and Institutional

Partner shall promote the protection of copyright and intellectual property rights and obligations of students, learners, and other stakeholders: *provided that*, for minors, schools shall be required to obtain parental/guardian consent prior to the publication, reproduction, or communication in any form of a learner's academic outputs, information, or work.

## 6. EFFECTIVITY, PROJECT DURATION AND TERMINATION

- 6.1. **Effectivity.** -- Program and Project implementation shall commence upon written confirmation by DICT of Institutional Partner's participation therein .
- 6.2. **Project Duration.** – The Project, and the structured collaboration/cooperation shall be undertaken within a period of one (1) year from DICT's written confirmation of participation.
- 6.3. **Termination.** – Institutional Partner's participation shall terminate upon: i) expiry of project duration; ii) breach by Institutional Partner of material undertaking hereof if such breach is not resolved within thirty (30) days after receiving written notice from DICT specifying such breach in reasonable detail; iii) substantial change in the law, rules and regulations including the circumstances of DICT and Institutional Partner which makes further performance of either of its obligations legally impossible; and iv) force majeure.

## 7. NOTICES

- 7.1. **Notices, communications.** -- All notices and communications to be given under this *Terms of Engagement* shall be in writing, generally, through email.
- 7.2. **Notification.** -- The Institutional Partner shall submit to DICT its contact person to be notified for purposes of Program and Project implementation. Notices to DICT shall be addressed to: Secretary Gregorio B. Honasan II, Attention: Assistant Secretary Alvin M. Navarro at [alvin.navarro@dict.gov.ph](mailto:alvin.navarro@dict.gov.ph).

## 8. OTHER MATTERS

- 8.1. **Expenses.** – DICT and Institutional Partner shall be each responsible for all expenses in connection with the performance of their respective undertakings.
- 8.2. **Confidential Information.** -- DICT and Institutional Partner shall treat information obtained by reason of the engagement/participation herein as strictly confidential and shall refrain from disclosing the same to any third persons, except those who: i) need to know the same for the performance of undertakings; ii) have been informed by the other of the confidential nature of the information; and iii) are bound by written confidentiality agreements with terms and conditions consistent with this *Terms of Engagement*.

This obligation to preserve all confidential information and not to disclose the same shall remain in full force and effect for the Project Duration.

The foregoing shall not prevent either entity from disclosing information that is: i) already known by either entity prior to the disclosure thereof without any obligation of

confidentiality; ii) publicly known or becomes publicly known for causes not due to any unauthorized act of either; iii) approved in writing by the other for disclosure; or iv) required to be disclosed pursuant to any governmental or legal requirement or process, provided that the disclosing entity gives the other written notice of such requirement prior to any such disclosure.

In case of a system breach, DICT and Institutional Partner shall conduct a joint investigation and shall identify the points of system security breaches for proper resolution and management.

The DICT and Institutional Partner undertake to comply with the provisions of the Data Privacy Act (“DPA”), its implementing rules and regulations and pertinent issuances of the National Privacy Commission. The DICT and Institutional Partner shall use the standard as provided for in the DPA to establish and maintain satisfactory security measures to safeguard the confidential information from unauthorized access or use.

- 8.3. **Relationship.** -- This *Terms of Engagement* does not create a joint venture, partnership, or principal-agent relationship and nothing herein may be used to imply such a relationship. Neither DICT nor Institutional Partner has the right, power, or authority to obligate or bind the other in any manner unless authorized in writing by the other.
- 8.4. **Ownership over intellectual property rights.** -- Each entity reserves and maintains ownership of all hardware, software and other intangible assets developed, maintained, possessed, and controlled exclusively by each pursuant to the DEP and the Project.
- 8.5. **Dispute Resolution.** -- In case of disputes, claims, and controversies due to non-compliance or breach of this *Terms of Engagement*, the DICT and Institutional Partner shall endeavor to amicably settle any disputes and issues arising out of, or in relation to, the performance of the herein undertakings.