



Republic of the Philippines
MUNICIPALITY OF SAN ROQUE
Province of Northern Samar
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OFFICE OF THE SANGGUNIANG BAYAN

SANGGUNIANG BAYAN RESOLUTION NO. 89 S, 2020

A RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR DON L ABALON TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH COSMOTECH PHILIPPINES, INC., FOR THE USE OF ITS TRAZE CONTACT TRACING APP IN RELATION TO COVID-19 CONTACT TRACING, AND FOR OTHER PURPOSES

Sponsored by: SB Member Hilario S. Acebuche
Co-sponsored by: SB Member Freddie F. Jarito
SB Member Ethel O. Ramirez
SB Member Alvin M. Lagrimas

WHEREAS, COSMOTECH has developed a contact tracing app called "TRAZE". TRAZE is a nationwide contact tracing app that automates manual contact tracing by using QR code scanning such that the tracing process done in several days can now be achieved in just few minutes;

WHEREAS, an in-app notification will be sent to all who may have come in contact with an identified COVID-19 positive patient so that they can observe precautions and start self-isolation if symptoms occur to protect their families and love ones;

WHEREAS, Traze Contact Tracing will only process the data for purposes that are objectively justified and only as stated in the privacy statement. The digital application will only process captured data concerning an individual right to privacy including the need to protect personal integrity and private life and ensure that personal data are protected against the risk of loss, misuse and unintended alteration;

WHEREAS, Traze collects data to administer registration content/apps access or submission rights, provide contact tracing status, updates and access control, measure activity with consent apps offer through their service, send service notifications, serve ads in the content apps based on location and fulfill legal requirements as stated in the agreement;

WHEREAS, with the cases of coronavirus disease (COVID)-19 growing each day the local government of San Roque, Northern Samar, sees to hope in the mobile application as it would be very helpful in tracing people who came in contact with COVID positive individuals.

NOW THEREFORE, upon motion of SB Member Hilario S. Acebuche, duly seconded by SB Member Freddie F. Jarito, SB Member Ethel O. Ramirez and SB Member Alvin M. Lagrimas, **be** it...

RESOLVES, as it is hereby **RESOLVED**, to authorize the Municipal Mayor Don L Abalon to enter into a Memorandum of Agreement with Cosmotech Philippines, Inc., For the Use of Its Traze Contact Tracing App In Relation To Covid-19 Contact Tracing, And for Other Purposes

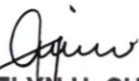
RESOLVED FURTHER, to furnish copies of this resolution to Atty. Don L Abalon, Municipal Mayor of San Roque, Northern Samar, and to Mr. Emilio Federizo, President, Cosmotech Philippines, Inc., for their information and reference.


DONE and APPROVED, this 12th day of October 2020, at Sangguiang Bayan Session Hall, 2nd Floor, Balaudnan Building, San Roque, Northern Samar, Philippines.

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JOCELYN U. CORSO
SB Member


FREDDIE F. JARITO
SB Member


HILARIO S. ACZBUCHO
SB Member


ETHEL O. RAMIREZ
SB Member



DANTE G. TAN
SB Member


SOLIDAD S. CAGRO
SB Member



ALVIN M. LAGRIMAS
SB Member


JINKY F. CISNEROS
SB Member


FREDDIE F. JARITO
Ex-Officio Member/ABC President


NESS-LEI S. LAGRIMAS
Ex-Officio Member/PPSK-President

I HEREBY CERTIFY, as the correctness of the foregoing Resolution.


ROSA A. SOCORRO
Secretary to the Sangguniang Bayan

ATTESTED:


ENGR. DEODATO L. BANTILO
Municipal Vice Mayor/Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT, entered into and executed by and between:

COSMOTECH PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Cosmotech Centre #7761 St. Paul St. San Antonio Village, Makati City, represented in this act by its PRESIDENT, Mr. Emilio Federizo, and hereinafter referred to as "COSMOTECH";

- and -

THE MUNICIPAL GOVERNMENT OF SANROQUE, NORTHERN SAMAR, a local government unit, organized and existing pursuant to and by virtue of the laws of the Philippines, with principal address at the Municipio, National Highway, Población, San Roque, Northern Samar, duly represented herein by its Municipal Mayor, **Mayor DON L ABALON**, duly authorized in accordance with Resolution Nr. 89, series of 2020, hereinafter referred to as "LGU."

WITNESSETH: THAT

WHEREAS, COSMOTECH has developed a contact tracing app called "TRAZE". TRAZE Contact Tracing is an application that can perform the contact tracing of individuals and all the persons whom he got in contact within minutes.

WHEREAS, LGU desires to use TRAZE for its contact tracing operations;

WHEREAS, LGU agrees that all the data that are to be collected by the contact tracing app are to be stored on a Cloud Server being maintained exclusively by COSMOTECH;

NOW, THEREFORE, for and in consideration of the foregoing premises, representations and warranties, each of which is incorporated in and made a part of this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Article I DUTIES AND RESPONSIBILITIES OF COSMOTECH

1. COSMOTECH shall allow LGU the use of TRAZE contact tracing app for FREE;
2. COSMOTECH may provide artwork that LGU may reproduce and use for the roll out and promotion of TRAZE to the municipality/city/province;
3. TRAZE Contact Tracing does not investigate, monitor, or check the correctness and accuracy of the information entered by all registered end users or parties offering the Content. TRAZE Contact Tracing shall not responsible or liable for veracity of the Content or the reports it will be providing;
4. TRAZE Contact Tracing shall treat any and all information it collects in accordance with its Privacy Statement stated in the Application during the installation. The Privacy Statement addresses only the information collected by TRAZE Contact Tracing in its contact tracing process;
5. TRAZE Contact Tracing only process the data for purposes that are objectively justified by TRAZE Contact Tracing application and only as stated in this Privacy Statement. TRAZE process this data with respect to individual right to privacy, including the need to protect personal integrity and private life and to ensure that personal data are adequately protected against the risk of loss, misuse and unintended alteration. Traze Contact Tracing collects data to administer registration content/apps access or submission rights, provide contact tracing status, updates and access control, measure activity with content apps provided through our service, send you service notifications, serve ads in the content apps based on location and fulfill legal requirements;

6. COSMOTECH shall provide contact tracing report of a specific or groups of individual as requested by the Authorized and Registered email stated in this agreement, and shall likewise provide the LGU the data and other information pertaining to the use by the LGU of the TRAZE Contact Tracing; **(cosmotech will only Provide the Traze History Report)**

Article II DUTIES AND RESPONSIBILITIES OF LGU:

1. LGU shall enact an Ordinance mandating all its constituents, business establishments, transportation terminals, component barangays, and any unit operating within the Municipality, to use the contact tracing app as far as practicable;
2. LGU shall commit to enforce the use of the system for a minimum of one year from the date of signing of this Agreement;
3. LGU shall host a Press/Media Release announcing that LGU is using TRAZE for its Contact Tracing activities for the whole Municipality/City/Province;
4. LGU, thru its appropriate information office, shall be in charge on the dissemination of information on the benefits and use of TRAZE;
5. LGU shall be in charge on the roll out of TRAZE in the entire Municipality of San Roque, Northern Samar;
6. LGU shall designate specific personnel as the only authorized person to request for contact tracing report, and shall use only a specific electronic mail address that shall be communicated by the authorized person, duly approved by the Municipal Mayor, as the only authorized electronic mail address for purposes of requesting contact tracing report of its constituents; **(Please Put Specific Authorized email Address and authorized Personnel)**
7. LGU shall have sole responsibility for the security of the designated electronic mail address, and shall indemnify COSMOTECH for any claims for damages due to the unsecured email address provided above;
8. LGU shall not endorse and/or enter to an Agreement with another Contact Tracing App developer/vendor during the effectivity of this Agreement.

Article III INTELLECTUAL PROPERTY

1. Neither party shall use the trademarks, brand names, software, logos, and identifiers or service marks of the other party without such party's prior written consent;
2. TRAZE Contact Tracing APP shall remain the exclusive property of COSMOTECH as its developer;
3. Both parties undertake that, effective upon the execution hereof, they shall not cause or attempt to create, assert, register, or use the other party's trade name, trademarks, or service marks, whether now or at any time in the future, whether by itself or as part of any other trademark, trade name, domain name, or other material without the prior written consent of the other party;
4. Both parties hereby acknowledge the other party's ownership of service marks and trademarks used and/or owned by such party, its holding company, or a subsidiary of its holding company and agree that they will not (nor permit anything to be done by their officers and staff) infringe upon or abridge each other's rights in their marks or logos; neither party will directly or indirectly challenge the validity of any of the other party's marks or logos.

Article IV FUNDING AND FEES

Each party to this Agreement shall bear its own cost in the performance of its responsibility under this Agreement.

ARTICLE V EFFECTIVITY AND DURATION

This Agreement shall take immediate effect upon signing of both parties for one (1) year;

1. Any amendment to and/or revision of this Memorandum shall have the same effect as the original Agreement and shall be considered as an integral part thereof;
2. COSMOTECH reserves the exclusive right to terminate this Agreement at any stage on the following grounds:
 - a. Non-accomplishment of responsibilities; and
 - b. Evidence of non-commitment.
3. A period of fourteen (14) days shall be allotted to resolve the grounds for termination in a manner most amicable to both parties.

ARTICLE VI TERMINATION

Cosmotech Philippines, Inc., as TRAZE Contact Tracing developer and owner, may in its sole discretion and at any time modify or discontinue providing the application, or any part of the Application, with a thirty (30) days notice. It may in its sole discretion, terminate or suspend access in the Application with a thirty (30) days notice. Both parties agree that neither Cosmotech nor TRAZE Contact Tracing will be responsible or liable to the LGU and/or any third party for modifying or for terminating or suspending the access to the Application.

Article VII MISCELLANEOUS PROVISIONS

1. No amendment, modification, expansion, extension or alteration to this Memorandum shall be valid or binding on either party unless expressed in writing and mutually accepted by both Parties;
2. The parties hereto undertake not to assign, transfer, or convey their respective rights, titles, or interest in this MOA, or any benefits arising therefrom, without first obtaining the written consent of the other Party;
3. This MOA shall be binding upon the successors and assigns of each Party
4. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and on the date of this Agreement duly authorized by all necessary appropriate corporate action to execute this Agreement.

COSMOTECH PHILIPPINES, INC.

By:

President

**MUNICIPAL GOVERNMENT
OF SANROQUE, NORTHERN SAMAR**

By:

Mayor DON L ABALON
Municipal Mayor

Signed in the Presence of:

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public in and for _____, this ____ day of _____, 2020, personally appeared the following:

<u>Name</u>	<u>Proof of Identity/Number</u>	<u>Date/Place Issued</u>
Cosmotech Philippines, Inc. By: _____	_____	_____
Municipal Government of San Roque, Northern Samar By: Mayor DON L ABALON	P4876848B	February 19, 2020 – DFA Tacloban

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and at the place indicated in this Acknowledgement.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020.

Notary Public