



Republic of the Philippines
Supreme Court
Manila

Gentlemen:

Quoted hereunder, for your information, is a resolution of the Court En Banc dated 16 November 2004

"A.M. No. 04-11-09-SC.- Re: Launching of Supreme Court Judicial E-Library and MOA Signing with E-Library Partners.- The Court Resolved to AUTHORIZE the launching of the Supreme Court Judicial E-Library and the signing of the Memorandum of Agreement with E-Library Partners at the Pan Pacific Hotel. As the E-Library Project is a sub-component of the Judicial Reform Support Project (JRSP), the expenses of the subject activity shall be charged to the JRSP Loan Proceeds (60%) and the GOP Counterpart Funds (40%).

The Court further Resolved to AUTHORIZE Ms. Milagros S. Ong, Chief, Library Services, to sign the above-mentioned MOA on behalf of the Court.

Aside from the launching, the signing of the Memorandum of Agreement between the Supreme Court and the UP College of Law shall be included as another activity." Corona, J., on leave.

Very truly yours,


LUZVIMINDA D. PUNO
Clerk of Court

Ms. Evelyn Toledo-Dumdum (x)
Program Director
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Mrs. Milagros S. Ong (x)
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Supreme Court

A.M. No. 04-11-09-SC
Nmt/1116 [adv 227]



Republic of the Philippines
Supreme Court
Manila

Sirs/Mesdames:

Quoted hereunder, for your information, is a resolution of the Court En Banc dated

28 June 2005

“A.M. No. 04-11-09-SC.- Re: Launching of Supreme Court Judicial E-Library and MOA Signing with E-Library Partners.- The Court Resolved to

(a) **NOTE** the separate Letters, both dated 27 June 2005, of Associate Justice Antonio T. Carpio, Chairman, Committee on Library, Record Management, Legal Research and Printing, presenting to the Chief Justice, for approval, the proposed Memorandum of Agreement between the Supreme Court and the University of the Philippines College of Law, re: Philippine Law Journal, and requesting that the said Memorandum of Agreement be included in the En Banc agenda of 28 June 2005; and

(b) **APPROVE** the aforesaid Memorandum of Agreement, and **AUTHORIZE** Mrs. Milagros S. Ong, Chief, Library Services, to sign the same in behalf of the Supreme Court, thus:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is executed this ____ day of _____ at the Supreme Court of the Philippines, between:

SUPREME COURT OF THE PHILIPPINES, with office address at Padre Faura St., Taft Avenue, Manila and represented by Chief, Supreme Court Library Services Milagros S. Ong (“Supreme Court”);

-and-

UNIVERSITY OF THE PHILIPPINES, COLLEGE OF LAW with office address at Malcolm Hall, University of the Philippines Diliman, Quezon City, represented by its Dean, Raul C. Pangalangan (“College of Law), and

PHILIPPINE LAW JOURNAL, the official academic law journal of the University of the Philippines, with office address at Justice Alex Reyes Room, Third Floor, Malcolm Hall, University of the Philippines Diliman, Quezon City, represented by its Chair, Oscar Franklin B. Tan (“PLJ”);

(The Supreme Court, College of Law and PLJ shall be collectively referred to as the "PARTIES".)

WITNESSETH:

WHEREAS, the Supreme Court has created an Electronic Judicial Library ("*E-Library*") to aid its Justices, Judges and Court Attorneys in legal research in connection with judicial proceedings;

WHEREAS the College of Law and PLJ desire to have the PHILIPPINE LAW JOURNAL included in the *E-Library* in order to promote the role of the academe and law studentry in shaping Philippine jurisprudence and catalyzing the growth of the legal profession, as expressed in the Foreword of the PLJ's 90th Anniversary issue (79 PHIL. L.J. 8 [2004]);

WHEREAS the PLJ and the College of Law, the publisher of the PLJ, are willing to make the entire PLJ collection available to the Judiciary for research related to judicial proceedings and similar non-commercial functions;

NOW, THEREFORE, the PARTIES have agreed as follows:

Section 1. Effectivity and Term

1.01 Effectivity

This MOA shall take effect upon its signing and shall remain in force until mutually terminated by the parties. The Supreme Court or the College of Law, the latter in consultation with the incumbent student PLJ Chair, may terminate this Agreement at anytime upon one hundred (120) days' prior written notice to the other Party.

Section 2. Responsibilities of the Parties

2.01 Responsibilities of the Supreme Court

- 2.01.1 The Supreme Court shall scan and digitize all issues of the PHILIPPINE LAW JOURNAL and provide the PLJ with a copy for proof-reading;
- 2.01.2 The Supreme Court shall provide the personnel, hardware and other technical means necessary to accomplish the task stated in Section 2.01.1;
- 2.01.3 The Supreme Court shall provide the PLJ editorial board with usernames and passwords to the *E-Library* for its members' use;
- 2.01.4 The Supreme Court shall integrate the digitized copy of the PHILIPPINE LAW JOURNAL into the *E-Library* for both subscription and non-subscription use.

2.02 Responsibilities of the PLJ

- 2.02.1 Upon signing of this MOA, the PLJ shall, at its expense, provide the Supreme Court with a copy of the entire collection of the PHILIPPINE LAW JOURNAL, with a certification that the collection is complete up to February 2005 or Volume 79, Issue No. 4;
- 2.02.2 The PLJ shall provide the Supreme Court with a copy of each succeeding issue of the PHILIPPINE LAW JOURNAL on a quarterly basis;
- 2.02.3 The PLJ shall facilitate all necessary arrangements required to address any copyright issues which individual authors of articles published in the PLJ may raise regarding the use of the PLJ in the *E-Library*;
- 2.02.4 The PLJ shall ensure that the "username" and "password" given to the PLJ shall be used exclusively by the PLJ Editorial Board members and staff only, and to immediately report any violation of this provision to the Supreme Court;
- 2.02.5 The PLJ shall recognize the right of the Supreme Court to monitor access to the *E-Library* and its right to terminate access in case of any violation of the conditions for the use of the username and password under this MOA;
- 2.02.6 The PLJ shall recognize the right of the Supreme Court to open the digitized copy of the PLJ for use by the Judiciary, its partner-agencies in the government for the *E-Library*, and to its subscribers;
- 2.02.7 The PLJ shall proofread and correct the digitized copy of PLJ issues given to it by the Supreme Court, as well as the copy found in the *E-Library* and shall issue a certification to the Supreme Court as to its correctness.

2.03 Responsibilities of the College of Law

- 2.03.1 The College of Law shall ensure that, upon signing of this MOA, the PLJ provides the Supreme Court with a copy of the entire collection of the PHILIPPINE LAW JOURNAL, with a certification that the collection is complete up to February 2005 or Volume 79, Issue No. 4, and that the PLJ thereafter provides the Supreme Court with a copy of each succeeding issue of the PHILIPPINE LAW JOURNAL on a quarterly basis;
- 2.03.2 The College of Law shall assist the PLJ in facilitating all necessary arrangements required to address any copyright issues which individual authors of articles published in the PLJ may raise regarding the use of the PLJ in the *E-Library*;
- 2.03.3 The College of Law shall ensure that the "username" and "password" given to the PLJ shall be used exclusively by the PLJ Editorial Board members and staff only, and that the PLJ immediately reports any violation of this provision to the Supreme Court;
- 2.03.4 The College of Law shall recognize the right of the Supreme Court to monitor access to the *E-Library* and its right to terminate access in case of any violation of the conditions for the use of the username and password under this MOA;

- 2.03.5 The College of Law shall recognize the right of the Supreme Court to open the digitized copy of the PLJ for use by the Judiciary, its partner-agencies in the government for the *E-Library*, and to its subscribers;
- 2.03.6 The College of Law shall ensure that the PLJ proofreads and corrects the digitized copy of PLJ issues given to it by the Supreme Court, as well as the copy found in the *E-Library* and shall issue a certification to the Supreme Court as to its correctness.

Section 3. Relationship of the Parties

- 3.01 The performance by each Party of its respective obligations under this MOA shall be as independent entities;
- 3.02 Unless otherwise expressly agreed upon, ownership over work produced by each Party using their respective resources shall be solely owned by the Party making the work;
- 3.03 The digitized copy of PLJ issues produced under this MOA shall be owned independently by each party, but the Supreme Court may only use its digitized copy as provided in this MOA.
- 3.04 Except as provided in this MOA, copyright to articles in the PLJ issues digitized under this MOA shall be retained by the PLJ.
- 3.05 The Parties shall form a joint working committee to implement this MOA, *provided* that the incumbent PLJ student Chair shall automatically be a member of this Committee;
- 3.06 Should this MOA be terminated, the Parties shall have the right to continue using materials that have been turned over by a Party to another Party under this MOA.

Section 4 Expenses and Future Implementation

- 4.01 Each Party shall bear its own expenses in carrying out its obligations under this MOA.
- 4.02 Upon completion of the digitized version of the PHILIPPINE LAW JOURNAL, the Parties shall negotiate in order to make it available to the students and faculty of the College of Law, through the College of Law Library;
- 4.03 Section 2 notwithstanding, should the *E-Library* be opened for commercial use and subscription, the Parties shall negotiate to grant the PLJ an equitable share of the proceeds arising from the integration of the PHILIPPINE LAW JOURNAL in the *E-Library* in order to support its operations and compensate for potential lost subscription income.

* Based on the number of subscribers visiting the PLJ site.

SIGNED on the date and at the place written above.

Supreme Court

UP College of Law and PLJ

By:

By:

Milagros S. Ong
Chief, Supreme Court
Library Services

Raul C. Pangalangan
Dean Raul C. Pangalangan
Dean, UP College of Law

Oscar Franklin B. Tan
Oscar Franklin B. Tan
Chair, Philippine Law Journal

SIGNED IN THE PRESENCE OF:

(97)

Very truly yours,

Ma. Luisa D. Villarama
MA. LUISA D. VILLARAMA
Acting Clerk of Court

Honorable Antonio T. Carpio (x)
Associate Justice and Chairman
Committee on Library, Record Management
Legal Research and Printing
Supreme Court

Chair Oscar Franklin B. Tan (x)
Philippine Law Journal
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Fiscal Management & Budget Office
Supreme Court
A.M. No. 04-11-09-SC
Nmr/0628 [97]

Mrs. Milagros S. Ong (x)
Chief, Library Services
Supreme Court