



**TERMS OF REFERENCE
MARINA STCW OFFICE ELECTRONIC COLLECTION SYSTEM**

I. INTRODUCTION

This document shall be known as the Terms of Reference (TOR) for the Electronic Collection System (ECS) of the Maritime Industry Authority – STCW Office (MARINA-STCWO).

II. BACKGROUND

The Maritime Industry Authority (MARINA) was created on 01 June 1974 as an attached Agency to the Office of the President (OP) with the issuance of Presidential Decree No. 474, otherwise known as the Maritime Industry Decree of 1974, to integrate the development, promotion, and regulation of the maritime industry in the country and the creation of the Ministry (now Department) of Transportation (DOTr) by virtue of Executive Order No. 546, the MARINA was attached to the DOTr for policy and program coordination on 23 July 1979. By virtue of Republic Act No. 10635, the Maritime Industry Authority (MARINA) is established as the "Single Maritime Administration" responsible for the implementation and enforcement of the 1978 International Convention on Standards of Training, Certification, and Watchkeeping for Seafarers, as amended, and International Agreements or Covenants related thereto.

MARINA implemented the paperless processing by digitizing seafarers' Certificates of Competence (COC) and Certificate of Proficiency (COP). This eliminates the need for seafarers to carry the required certificates on board in paper form. These can be accessed with a personally assigned QR code issued through MISMO account.

In compliance with paragraph 5.1.2 of the Commission on Audit Circular No. 2021-014, dated December 22, 2021, Guidelines on the Use of Electronic Collection (e-Collection) and Electronic Payment (e-Payment) for Government Transactions, which states that:

Intermediaries, other than AGDBs, engaged under a Collect-Aggregate Remit or Transfer-Distribute-Liquidate scheme shall be contracted in compliance with RA No. 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR) or with RA No. 6957 (BOT Law), as amended by RA No. 7718. For the purpose of acquiring the services mentioned above, the government entities shall engage only with BSP-regulated/supervised intermediaries. The contract shall contain, among others, the Auditability Clause as required under COA Circular No. 2020-010 dated December 2, 2020.

In view thereof, MARINA shall partner with an external payment service provider, in the acceptance of direct payments for MARINA-STCW related transactions.

III. DEFINITION OF TERMS

- a. **Accreditation** - Process of officially recognizing a particular ECSP as being qualified to perform the acceptance of payment from individual borrowers.
- b. **Electronic Acknowledgement Receipt** - refers to a system-generated receipt that is needed to be immediately issued to the payor by the ECSP, via online, mobile or printed copy for every collection made. This shall be accepted to the same extent as Official Receipt (OR) supposedly issued by the government itself.



- c. **Application Programming Interface (API)** - a type of electronic communication, authentication and cross-platform system applications and services. The term API may refer either to system specification or its implementation.
- d. **Authorized Government Depository Bank (AGDB)** - refers to banks where NGAs/ Government-Owned or Controlled Corporations/ Government Financial Institutions/ Government Instrumentalities with Corporate Powers/ Government Corporate Entities/ and Local Government Units are allowed by law to deposit government funds and maintain depository accounts, or by way of exception, a bank allowed by the DOF and the Monetary Board to hold government deposits subject to prescribed rules and regulations.
- e. **Banking Day** - Any day from Monday to Friday, on which commercial banks are generally open for transaction of business, excluding national and local holidays in the Philippines.
- f. **Collect-Aggregate-Remit (CAR)** - refers to an e-Collection scheme where the daily collections are done by the intermediary on behalf of its principal government entity and aggregated in the intermediaries' possession or control for a period of time before being remitted to the government entity's AGDB accounts or that of National Treasurer.
- g. **Convenience Fee** - Additional amount charged for the bona fide convenience of using an access device, in the form of an alternative payment channel outside the Government Entity's customary payment channel which is the face-to-face/over-the-counter transaction within the premises of the Government Entity. The convenience fee is collected in addition to the actual amount of fees, charges, assessments or revenues due to a Government Entity which is made through the partner ECSP and which can be accessed by the client anytime and anywhere. However, the convenience fee will not be part of the collection of the Government Entity but will go to the account of the partner ECSP. *(Source: DTI-DOF Joint Department Administrative Order No. 10-01, Series of 2010)*
- h. **Customer's Consent and Declaration** - Refers to any freely given, specific, informed indication of will, whereby the data subject agrees to the collection and processing of personal information about and/or relating to him/her. Consent shall be evidenced by written, electronic or recorded means. It may also be given on behalf of the Data Subject by an agent specifically authorized by the Data Subject to do so. *(Source: Section 3, Data Privacy Act (RA 10173))*
- i. **Data Privacy** - shall refer to the measures and protocols enforced to protect information system and enterprise networks from unauthorized access, disclosure, theft, or damage to hardware, software or electronic data, including disruption or misdirection of the services being offered.
- j. **External Collection Service Provider (ECSP)** - Third party service providers authorized by MARINA to accept Over-the-Counter (OTC) payment from its individual borrower through its Payment Collection Sites.
- k. **Electronic Collection (e-Collection)** - refers to a method or manner wherein revenue, fees, assessments, or obligations due to the government entity is being collected using a mechanical device, electronic device, or computer-based system. The term refers to an alternative way of collection where no actual money, check, or any physical note is handed through the hands of the government entity's collecting officer. For the purpose of this Circular, this includes the use of an intermediary in performing the collection function.
- l. **Electronic Payment (e-Payment)** - refers to the disbursement of money or equivalent electronic representations of legal tender, for purposes of paying government expenditures, solely through electronic means as opposed to the use of cash, check, or physical notes to accomplish the same. This includes the manner by which an obligation is extinguished by means of sending instruction for the debit of the government entity's account and the corresponding credit to the payee's account. For the purpose of this Circular, this includes the transfer of funds to the intermediary for the purpose of



distribution.

- m. Electronic Payment Gateway Provider (EPGP)** - refers to a bank or non-bank entity, which operates or maintains an e-Collection and/or e-Payment Systems.
- n. Guaranty Deposit** – is a specific amount deposited by an ECSP in a separate and distinct account in the nominated AGDB as a guarantee for compliance with the obligations arising from non-remittance or under-remittance of collections.
- o. List of Daily Collections (LDC) Report** - Report that enumerated the collections pertaining to the government agency received by ECSP as of a specific date.
- p. Non-Disclosure Agreement** - shall refer to an agreement that protects the organization/stakeholders and informs signatories of their responsibilities to protect, use and disclose information in a responsible and authorized manner. This agreement addresses to protect confidential and/or personal information using legally enforceable terms.
- q. Over-the-Counter Payment (OTC)** - Physical acceptance of cash payment through any of the Payment Collection Sites.
- r. Payment Collection Site (PCS)** - Fixed payment facility designated as partner by the ECSP for the collection of payments from individual loan borrowers. The facility may be any of its owned/branded stores, corporate stores, retail agents, or digital partners operated or assisted by the ECSP authorized representative who manages the collection process, ensuring adherence to all ECSP's collection policies and procedures.
- s. Reference Number** - unique reference number of the output generated/service rendered/document issued by the government entity
- t. Secure File Transfer Protocol (SFTP)** - Facilitates data access and data transfer over a Secure Shell (SSH) data stream. It is part of the SSH Protocol. This term is also known as SSH File Transfer Protocol.
- u. Transfer-Distribute-Liquidate (TDL)** - refers to an e-Payment scheme where the government entity's funds are first transferred to the intermediary's possession and control, which the latter thereafter uses to distribute payments to the intended payees of the principal government entity.
- v. Uniform Resource Locator (URL)** - Used to specify addresses on the World Wide Web. It is the fundamental network identification for any resource connected to the web. The protocol specifies how information from the link is transferred.

IV. LEGAL FRAMEWORK REQUIREMENTS

The external payment service provider shall comply with the relevant rules and guidelines prescribed in the existing Laws and Issuances; hence, the provider must be responsive to the following:

- **Republic Act No. 8792 dated June 14, 2000** – An act providing for the recognition and use of electronic commercial and non-commercial transactions and documents, penalties for unlawful use thereof and for other purposes;
- **Republic Act No. 11032 dated May 28, 2018** - An Act Promoting Ease of Doing Business and Efficient Delivery of Government Services, Amending for the Purpose Republic Act No. 9485, Otherwise Known as The Anti-red Tape Act Of 2007, And For Other Purposes;
- **Executive Order No. 55 of 2011 dated September 6, 2011**– Directing the Integration and Automation of Government Financial Management Systems;
- **Republic Act 10173** dated August 15, 2012 – An Act Protecting Individual Personal Information in Information and Communications Systems in the



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Government and The Private Sector, Creating for this Purpose a National Privacy Commission, and for other Purposes; and

- **Department of Trade and Industry – Department Administrative Order No. 8, Series of 2006 dated July 21, 2006** – Prescribing Guidelines for the Protection of Personal Data in Information and Communications Systems in the Private Sector;
- **Department of Trade and Industry and Department of Finance -Joint Department Administrative Order No. 2, Series of 2006 dated January 19, 2009** – Guidelines Implementing R.A. 8792 on Electronic Payment and Collection System (EPCS) in Government;
- **Department of Trade and Industry and Department of Finance -Joint Department Order No. 10-01, Series of 2010 dated March 24, 2012** – Guidelines on the Use of Access Devices for Payment of Fees, Charges, Assessments, and other Revenues due to the Government through the use of Electronic Payment and Collection System;
- **Commission on Audit Circular No. 2013-007 dated September 18, 2013** – Guidelines for the Use of Electronic Official Receipts (EORs) to Acknowledge Collection of Income and other Receipts of Government.
- **Commission on Audit Circular No. 92-382 dated July 3, 1992** – This Circular on Accounting and Auditing Rules and Regulations designed to implement the provisions of Republic Act No. 7160, the Local Government Code of 1991, is issued pursuant to Section 2(2), Article IX-D, of the Constitution. (With emphasis on SECTION 28)
- **Commission on Audit Circular No. 2021-014 dated December 22, 2021** - Guidelines on the use of Electronic Collection (e-Collection) and Electronic Payment (e-Payment) for Government Transactions

V. TERMS OF REFERENCE

a. COVERAGE

This Term of Reference shall cover the acceptance payments for the processing of payment transactions through any of the ECSP's accredited Payment Collection Sites (PCS).

ECSP Should be able to deliver the following; but not limited to

- ePayment Gateway via API Connectivity
- Over the Counter Payment Acceptance
- eWallet Payments
- Credit Card Payments
- Real Time Monitoring Dashboard
- Following COA Guidelines on Settlement
- MARINA and Client Support

b. PAYMENT ACCEPTANCE POLICIES

1. The ECSP, utilizing its own facilities, shall be authorized by MARINA to accept payment for the following MARINA Transactions:

- **EXAMINATION AND ASSESSMENT DIVISION**
 1. Theoretical Examination for Officers
 - > Initial Schedule / Reschedule / Resit
 2. Theoretical Examination for Global Maritime Distress and Safety



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System (GMDSS) Radio Operators

> Initial Schedule / Reschedule / Resit

3. Certificate of Passing the Theoretical Examination
4. Authentication of Professional Regulation Commission (PRC) Examination Results
5. Certified True Copy (CTC) of Certificate of Passing the Theoretical Examination

- **CERTIFICATION DIVISION**

1. Certificate of Proficiency (COP)
 - a. Issuance/Revalidation/Replacement
 - > Regular
 - > Expedite/Onboard
2. Certificate of Competency (COC)
 - a. Issuance/Revalidation/Replacement
 - > Regular
 - > Expedite/Onboard
3. Issuance of MARINA ID
4. Surcharge for the late filing of revalidation of COP and COC
5. Certified True Copy (CTC) of COP/COC/MARINA ID
6. Certification of Authenticity / and Other Certifications
7. Certification of Enhanced Support Level Program (ESLP)
Certification, Authentication and Verification (CAV)

- **ACCREDITATION DIVISION**

1. Application for Course Approval of Maritime Training Institutions (MTIs)
2. Application for Approval of Assessment of Competence Based on the Different Levels of Responsibility of the Assessment Centers (ACs)
3. Application Fee for the Accreditation of Instructor and Assessor
4. Certificate of Accreditation for Instructor and Assessor
5. Surcharge for the expired Certificate of Accreditation
6. Surcharge for replacement of Lost/Damaged Certificate of Accreditation
7. Reprinting of Certificate of Accreditation due to change of name and updating of records
8. Certified True Copy (CTC) for Certificate of Accreditation
9. Other Certification

- **LEGAL DIVISION**

1. Clearance Fees
 2. Appeal Fees
 3. Fines for Violations of STCW Issuances
2. The ECSP must have the following Customer's Consent for every transaction;
 - a. Data Privacy Consent;
 - b. Data Gathering Usage Clause; and,
 - c. Data Retention Clause.
 3. The ECSP must send an electronic acknowledgement receipt (eAR) which shall be compliant to the requirements of the Commission on Audit (COA) to the nominated email address of the client with the following minimum content:



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- a. Letterhead of the ECSP
 - b. AR Number (unique number generated by ECSP, consecutively numbered and chronologically issued)
 - c. Date and Time (of transaction, collection and appointment)
 - d. Agency Name
 - e. Branch/Office
 - f. Name of payor
 - g. Type of Transaction (e.g., Certification, Examination, etc.)
 - h. Particulars (nature of collection e.g., payment for clearance fees)
 - i. Amount received for the transaction, value-added tax and service charge, if any, indicated separately
 - j. Reference Number (unique reference number of the output generated/service rendered/document issued by the government entity e.g., account number, order of payment slip number, assessment number or equivalent, passport application number, etc.)
4. The ECSP shall accept payments from stakeholders consisting of any but not limited to the following:
- a. **Through the Service Provider Payment Platforms:**
 - *Over the Counter Payments* - the physical acceptance or cash payment through any of the ECSP own/accredited sites and branches nationwide.
 - *Online Payments* – refers to online facility provided by the ECSP that enables customers to pay through a computer.
 - *Mobile Payment* – refers to the mobile application software provided by the ECSP that enables customer to pay fees through a mobile phone.
 - *International Card Payment* – refers to a web-based payment facility specially designed for overseas paying individuals/applicants.
 - b. **Bank Payments** – acceptance of accreditation fees through banks
 - *Banks (Over the Counter)* – refers to Bank Partners where customers can
 - *Banks (Online)* - refers to Online Banking Partners which stakeholders can pay their accreditation fees.
 - *Banks Debit Card / Credit Card Payments* – acceptance of payments made using the stakeholders debit / credit card.
 - c. **Non-Banks Payments** – acceptance of payments from corporate partners
 - *Collection Partners (Over the Counter)* – refers to any branch or outlet of the Service Provider's corporate partner duly authorized to receive payments.
 - *Mobile Payments* - refers to the mobile application software from the ECSP corporate partners that enables customers to pay the fees.

5. The ECSP shall send Short Message Service/text to notify the stakeholder the



details/status of their application/transactions.

VI. REMITTANCE OF COLLECTIONS

1. All ECSP collected payments must be deposited to the appropriate AGDB account within the deposit hours of the next banking day following the actual collection date.
2. The ECSP shall strictly observe the following timelines for the remittance of collections:

Activities	Cut-off Period
a. Acceptance of Payments for MARINA shall be observed within PCS' daily operating hours	PCS operating hours or from 12:00 AM - 11:59 PM
b. Submission of the LDC Report of the previous day's payment collection.	Before 9:00 AM of the following day.
c. Previous day's payment collection deposited to the appropriate AGDB account.	Before 11:00 AM of the next banking day.

3. There shall be one (1) corresponding deposit slip for every LDC report [e.g. collections from Friday to Sunday shall have three (3) separate deposit slips and three (3) corresponding LDC reports].
4. The ECSP shall ensure that payments/collections deposited to MARINA's designated LBP account shall be equal to the total amount indicated in the LDC report.
5. MARINA shall not be responsible for any collection-related losses incurred by ECSP such as but not limited to theft, pilferage, or fire.

VII. PENALTY FOR UNDERDEPOSIT AND UNREPORTED COLLECTIONS

1. In the event of under deposit or failure of **ECSP** to remit the balance within twenty-four (24) hours from underpayment of deposit, MARINA shall impose a penalty of one tenth (1/10th) of one percent (1%) of the discrepancy between the actual collection and the amount deposited for every day of delay.
2. Notwithstanding the foregoing, in the event of delay of remittance within twenty four (24) hours, MARINA may unilaterally suspend the authority of **ECSP** to process payments for MARINA.
3. However, in the event of over-deposit of the submitted LDC report, the ECSP shall be given twenty-four (24) hours to reconcile the discrepancy and report the result to STCW Office - Financial Services Division.
4. In case the over-deposit remains unreconciled after twenty-four (24) hours, MARINA shall treat it as Other Income.

VIII. REPORTORIAL REQUIREMENTS

1. The ECSP shall submit an electronic copy of LDC report/s, supported by all corresponding eARs issued via email to Financial Services Division before 9:00 AM of the following day in Excel and PDF formats. The LDC shall contain the following information:
 - a. Letterhead of the ECSP
 - b. Date and Time (of report and of collection)
 - c. AR Number (unique number generated by ECSP, consecutively numbered and chronologically issued)
 - d. Agency Name
 - e. Branch/Office



- f. Name of payor
 - g. Type of Transaction (e.g., Certification, Examination, etc.)
 - h. Particulars (nature of collection e.g., payment for clearance fees)
 - i. Reference Number (unique reference number of the output generated/service rendered/document issued by the government entity e.g., account number, order of payment slip number, assessment number or equivalent, passport application number, etc.)
 - j. Amount (may add columns for breakdown per nature of collection)
2. The ECSP shall also transmit to MARINA via Secured File Transfer Protocol (SFTP), the LDC report/s before 9:00 AM of the following day in PDF and Excel formats. MARINA shall provide the SFTP information to the ECSP.
 3. The ECSP shall also submit to MARINA, within the day of deposit, the Certification of Deposit and proof (e.g., EFT receipt, validated deposit slip, bank confirmation) that the total amount collected based on the LDC is actually deposited to the appropriate AGDB account within the cut off period.
 4. The ECSP must customize its system to be able to generate the collection data patterned to the report templates required by the National Treasury. MARINA shall provide the ECSP with the report templates needed by the National Treasury.
 5. The ECSP shall submit monthly, quarterly and yearly collection reports with regard to the remittance of transacted collections.
 6. In compliance with Section 17 of NPC Circular No. 2016-02, all personal data – except Last Name, SRN and Application Type – transferred to ECSP by virtue of Data Sharing Agreement shall be purged after generation of the LDC report.
 7. In case of electronic transmission failure, the ECSP shall immediately inform the Financial Services Division of the cause of failure and proposed resolution, if any.

IX. CONVENIENCE FEE

There shall be no cost charged to MARINA. Convenience fees charged by the ECSP are to be shouldered by the Payor, the rate of which shall be subject to the following and must be inclusive of tax:

Amount to be paid	Convenience Fee
P1.00 - P5,000.00	Not more than P50.00
P5,001.00 – P10,000.00	Not more than P60.00
P10,001.00 – P30,000.00	Not more than P70.00
P30,001.00 - P50,000.00	Not more than P80.00
P50,001.00 - Up	Not more than P90.00

X. DATA PRIVACY AND CONFIDENTIALITY

1. The parties shall comply with all the requirements of R.A. No. 10173 otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR), other applicable issuances by the National Privacy Commission (NPC), and other laws, rules and regulations relevant to data privacy.
2. Either parties shall not disclose to any person or any other entity confidential information or records of the other party which may come to its knowledge and/or possession, in the performance of, or in connection with the Agreement. Such confidential information shall include, but shall not be limited to the parties' respective trade secrets like customer and account lists; and any other methods, processes, formulae, systems and data pertaining to the products and/or business



of either party whose disclosure may cause loss of trade secret, loss of opportunity or income,

damage to reputation or loss of goodwill, or exposure to any form of risk or damage to either party. The Parties agree to ensure that their directors, officers, nominees, employees and/or agents are bound by the provisions of this Article.

3. ECSP shall protect the personal data obtained from MARINA stakeholders who availed of its payment facilities.
4. The obligation under this Article shall survive the termination or expiration of this Agreement.

XI. GUARANTY DEPOSIT

The ECSP shall deliver the following:

1. Shall open and maintain a deposit account with LBP which will serve as a guaranty deposit equivalent to the average total daily collections of MARINA Fees or a minimum of **One Million Pesos (PHP 1,000,000.00)**, subject to a quarterly review. The required maintenance of the deposit account shall be separate and distinct from any other account opened and maintained by ECSP for its other projects. This guaranty deposit shall answer for financial losses that MARINA may suffer in the case of non-remittance of collections, including penalties, interests and surcharges, without prejudice to other courses of actions and remedies available to it under the law and equity.
2. Shall submit a one-time blanket authority to LBP to automatically debit the Guaranty Deposit account upon receipt of letter instruction from MARINA.
3. Strictly comply with the remittance, deposit and reconciliation of collections and reportorial requirements as specified in the Terms of Reference.

MARINA shall deliver the following:

1. Provide **ECSP** with the authorization, information and further assistance as may be necessary to accomplish the purposes of this Agreement.
2. Monitor implementation and provide ECSP with feedback.

XII. IMPLEMENTATION

1. The Program shall commence upon the approval of MARINA and after the effectivity date.
2. The Terms of Reference (TOR) shall be published to solicit Business Proposal from interested ECSPs who shall partner with MARINA for the acceptance of direct payments for MARINA Transactions.
3. The TWG shall evaluate business proposals from qualified ECSPs and identify which ECSP/s would be the best-qualified ECSPs and submit recommendation to the Chairman of the Bids and Awards Committee and endorsement and approval of the Administrator.
4. Once the recommendation of the Bids and Awards Committee is approved by the Administrator, the qualified ECSP shall sign the Memorandum of Agreement, Data Sharing Agreement and post the required guaranty deposit.
5. MARINA shall issue Notice to proceed once the required guaranty deposit by the ECSP.
6. The ECSP shall proceed with the development of System Module within thirty (30)



days from receipt of Notice to Proceed.

7. MARINA shall as part of the requirement of the creation of the System Module provide ECSP for test and prod environment assessment, an API and URL Documentation Credentials.
8. The ECSP upon receipt of the prescribed credentials shall provide MARINA with a Software Requirements Specification (SRS).
9. MARINA and ECSP shall agree with the Final Functional Specifications in writing for the development and customization of the System Module for MARINA.
10. After the System Module has been developed, MARINA and the ECSP shall undertake the pilot implementation of the Module.
11. MARINA and ECSP during the pilot implementation, shall test the System Module to determine all possible errors and bugs and undertake fixing/solving the same before the full implementation of the System Module in all PCSs.
12. MARINA shall identify the Central Office and/or additional branch or extension offices that will be included in the following pilot implementation activities:
 - a. Activation of the 1st payment collection site
 - b. Receipt of the first payment from the first customer and
 - c. Successful uploading of the LDC report when such payment was received

XIII. DOCUMENTARY REQUIREMENTS

The ECSP shall submit the following documentary requirements:

1. Business Proposal/Letter of Intent and Board Resolution or Secretary Certificate containing:
 - a. Company Profile;
 - b. Project Proposal
 - c. Scope of Work and Deliverables;
 - d. Timelines;
 - e. Technical Requirements; and,
 - f. Other requirements.
2. License(s) from Bangko Sentral ng Pilipinas (BSP) as Operator of Payment System (OPS) with Certificate of Registration (COR).
3. Has at least one (1) existing quad party agreement with the Bureau of Treasury (BTr), Authorized Government Depository Bank (AGDB) and other National Agency to show credibility and proves its capability and track record in remitting payment collections for government agency.
4. Has an adept knowledge and experience in Application Program Interface (API) development and configuration specifically for communicating with a government agency's main system, preferably with working Proof of Concept (POC) and an established API documentation.
5. Certified true copy of registration papers from SEC or other government registering body (e.g. valid Mayor's/Business Permit), and other document/s showing proof of legal personality such as Articles of Incorporation and By-Laws.
6. Must be financially healthy and liquid, showing proof of the company's positive financial status based on its latest submitted Latest Audited Financial Statement.
7. Must have at least 3-years of experience in providing e-Collection/e-Payment solutions for National Agencies.



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8. Latest Tax Clearance from the BIR.
9. BIR Certificate of Registration (2303)
10. Annual Income Tax Return for the immediately preceding two years
11. Proof of Registration from the National Privacy Commission in compliance with the requirement outlined in RA 10173, otherwise known as the Data Privacy Act of 2012
12. Valid ISO Certification, any the following:
 - ISO/IEC 27000:2018 - Information security management systems
 - 27001 - standard for information security management systems
 - 27002 – Information Security Controls

ISO 27000 outlines the security techniques necessary to properly safeguard customer data. ISO 27001 is where those principles meet the real world. Businesses implement the requirements outlined in ISO 27000 standards and verify the effectiveness of their ISMS through an ISO 27001 audit.

In case of joint venture, to ensure the integrity and security of data, both company entering joint venture should have the above listed valid ISO certificate.

13. Other pertinent documents as may be required by MARINA such as certificate of no pending case against the government.

XIV. OTHER REQUIREMENTS:

The ECSP shall shoulder the cost and send Short Message Service/text to the customer containing the details of payment/s made within twenty-four (24) hours from the conclusion of the payment/s transaction/s.

XV. TECHNICAL COMPLIANCE

1. The ECSP must meet the standard IT requirements and specifications set forth by MARINA prior to submission of business proposal.
2. The ECSP must provide MARINA access to the ECSP's data dashboard or any real time collection report facility/system containing all the payments made to MARINA using the ECSP's facility on a real time basis. User IDs and Passwords shall be provided to MARINA in order to access the facility.

XVI. DURATION AND COVERAGE OF AGREEMENT

The service of the ECSP shall be effective for a term of Three (3) years commencing on the date of signing hereof by and the Service Provider. This shall be auto renewed every year under the same terms and conditions unless a written notice from either party to amend the terms hereof or either party may send a termination notice, at least thirty (30) days prior to the expiration of the contract, is received by the other party.

XVII. SCHEDULE

Publication of the Terms of Reference (TOR) to solicit Business Proposal	Seven (7) calendar days
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Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
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Submission of proposal of ECSP to the Bids and Awards Committee	Within five (5) calendar days from publication of TOR
TWG's evaluation/review of Business Proposal and legal documents submitted by ECSP	Within five (5) calendar days from deadline of submission of Business Proposal
Identification and submission of recommended ECSP/s for the Chairman of the Bids and Awards Committee approval and endorsement to the Administrator	Within five (5) calendar days from final evaluation of Business Proposal
Administrator's approval	
Signing of Memorandum of Agreement, Data Sharing Agreement and ECSP's Posting of Cash and Performance Bonds	Within five (5) calendar days from the Administrators approval
Issuance of Notice to Proceed	Within two (2) calendar days from the posting of cash and performance bonds/intermediary bond
Development of System Module <ul style="list-style-type: none">• API and URL Documentation Credentials• Software Requirements Specification (SRS)	Within thirty (30) calendar days from the issuance of Notice to Proceed
User's Acceptance Testing	Within thirty (30) calendar days after the development of system module
Pilot Implementation. <ul style="list-style-type: none">• Activation of the 1st payment collection site*• Receipt of the first payment from the first customer and Successful uploading of the End of Day Report for the day when such payment was received	Within fifteen (15) calendar days from deployment to Production
Full implementation	Upon successful pilot implementation

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