

ONLINE REPORTORIAL SUBMISSION FACILITY (EXTRANET) TERMS AND CONDITIONS

1. INTRODUCTION

The ERC Online Reportorial Submission Facility (EXTRANET) is a strategic asset of ERC that changes the way the Commission interacts or do business within and outside the organization especially with its stakeholders. It aims to achieve and establish a single portal within the organization to facilitate the online reportorial submission facility by all stakeholders of the electric industry as mandated by the RA 8792 or Electronic Commerce Act of 2000.

It is also an efficient and transparent way to manage all reportorial submissions to the Commission. Primarily based on Microsoft platform using Microsoft Windows Server 2008 Active Directory, Microsoft Sharepoint 2007 Portal software and Microsoft SQLServer 2008 R2 database platform.

Its primary function is Content Management System which provides an efficient system for creating, storing, retrieving, filing, securing, archiving, retaining, distributing and authenticating all official reportorial submissions by the electricity stakeholders to ERC.

Its primary benefits are:

- 1.1 Utilities can submit the softcopy of their reports faster and secured. The hard copy of the reports however need to follow since the Philippine government is still currently planing the implementation of Public Key Infrastructure (PKI) by the National Computer Center for “digital signature”.
- 1.2 Easily manage documents and help ensure integrity of content - with enhanced document management capabilities including the ability to control to set document- and item-level security. Windows Sharepoint Services can help ensure the integrity of documents stored on team sites.
- 1.3 Get users up to speed quickly - user interface includes enhanced views and menus that simplify navigation within and among Sharepoint sites. Integration with familiar productivity tools, including programs in the Microsoft Office system, makes it easy for users to get up to speed quickly.
- 1.4 Provide sophisticated controls for securing company resources the MISD can now set permissions as deep down as the document or item level, and site managers, teams, and other work groups can initiate self-service collaborative workspaces and tasks within these preset parameters. New features enable MISD to set top-down policies for better content recovery and users, groups, and team workspace site administration
- 1.5 Take file sharing to a new level with robust storage capabilities - supplies workspaces with document storage and retrieval features, including check-in/check-out functionality, version history, custom metadata, and customizable views. New features include enhanced recycle bin functionality for easier recovery of content and improved backup and restoration.

2. OWNERSHIP / ACCESS OF EXTRANET ASSETS

ERC being the sole owner and operator of the “ERC Online Reportorial Submission Facility” has the right, but not the obligation, to take any of the following actions, in ERC’s sole unfettered unrestrained discretion, at any time, and for any reason example during services upgrade or security issues or no reason, and without providing any prior notice :

- a. Restrict, suspend or terminate your ability to use any of the “ERC Online Reportorial Submission Facility”;
- b. Change, suspend or modify all or any part of the “ERC Online Reportorial Submission Facility” sites or the features hereof;
- c. Refuse or remove any material posted on, submitted to or communicated through the “ERC Online Reportorial Submission Facility” site by you;
- d. Deactivate or delete any screen names, profiles or other information associated with you; or Alter, modify, discontinue or remove any content of the “ERC Online Reportorial Submission Facility” sites.

Electronic files created, sent, received, or stored on ERC Extranet Portal property owned, leased, administered, or otherwise under the custody and control of ERC are the official property of the ERC and is deemed private & confidential.

Users agree that, when using or accessing any of the “ERC Online Reportorial Submission Facility” or any of the features thereof, you will not:

- a. Violate any applicable law or regulation;
- b. Interfere with or damage the “ERC Online Reportorial Submission Facility” sites;
- c. Transmit or introduce to the “ERC Online Reportorial Submission Facility” sites or to other users thereof any viruses, cancel bots, Trojan horses, flood pings, phishing code, denial of service attacks, malware, rootkits, spyware, dishonest adware or any other malicious and unwanted software, harmful code or processes;
- d. Infringe the rights of any third party, including but not limited to any intellectual property rights, privacy rights, publicity rights or contractual rights;
- e. Transmit or submit harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, indecent, vulgar, lewd, violent, hateful or otherwise objectionable content or material;
- f. Transmit or submit any unsolicited advertising, promotional materials, or spam;
- g. Stalk or harass any user or visitor to the “ERC Online Reportorial Submission Facility” sites; or
- h. Use the content or information available on the “ERC Online Reportorial Submission Facility” sites for any improper purpose.

Users understand that ERC does not generally pre-screen “Materials” posted on or available through the site by individual authors, and that it has no obligation to do so. ERC and its designees have the right (but not the obligation) in their sole unfettered and unrestrained discretion to remove any “Material” that is posted on or available through the site. Without limiting the foregoing, ERC and its designees will have the right to remove any “Material” that violates these terms and conditions or is otherwise deemed objectionable by ERC in its sole discretion.

ERC reserves the right, but not the obligation, to reject, change, disallow, or discontinue at any time any submission name that, in ERC's sole unfettered discretion, is objectionable or inappropriate for any reason. ERC requires the submission of your email address, but ERC warrants that it will not intentionally publish your email address to an outside third party, without your consent. ERC does not sell or rent your personal information to third parties for their marketing purposes without your consent. Periodically, ERC or its affiliates may contact you via email concerning the services on the site.

Users are solely responsible for your interactions with other ERC users of the site. ERC shall have the right, but not the obligation, to monitor interactions utilizing the facilities of the site. You acknowledge and agree that ERC, its affiliates, subsidiaries, licensees and assigns shall not be, and you shall not seek to hold them, responsible for any harm or damage whatsoever arising in connection with your interaction with other users of the site.

The site contains content created by or on behalf of ERC as well as content provided by third parties.

- a. ERC does not control, and makes no representations or warranties about, any third party content, including such content that may be accessible directly on the site or through links from the site to third party sites.
- b. Users acknowledge and agree that the site, and the contents thereof, is proprietary to ERC and are or may be protected by copyright, trademark, patent and other intellectual property rights and laws. Users agree that you will not access or use the site or any of the content thereof for any reason or purpose other than your company use.
- c. Users agree that you will not systematically retrieve data or other content from the site by any means, and you will not compile a database or directory of information extracted from the site.
- d. Users agree that you will not reproduce, distribute or make derivative works of the site or any of the contents thereof without the express consent of ERC.
- e. Users hereby agree to indemnify, defend and hold harmless ERC, its affiliates and licensees, and all of their officers, directors, employees, agents and representatives from and against any and all liabilities, losses, claims, damages, and expenses (including reasonable attorneys' fees) in connection with any claim arising out of your use of the site or violation of any of these policies.

ERC respects the intellectual property rights of others, and under appropriate circumstances will terminate access to any "ERC Online Reportorial Submission Facility" feature of the site by users who infringe the copyrights of third parties. If you believe that the copyright in your work has been infringed on the site, please provide written notice of your claim of copyright infringement to ERC.

3. USER RIGHTS AND RESPONSIBILITIES

You must be authorized personnel of your company in order to register as an authorized user of "ERC Online Reportorial Submission Facility".

By using any of the "ERC Online Reportorial Submission Facility" and accepting these terms and conditions through your signing of the "Registration" form, you represent that you are the authorized personnel of your company.

You assert that the information and other files you contribute are your own. If any part of the “Material” is not your original work, it is your responsibility to obtain permission from the copyright owner before making that “Material” available on the site.

You are solely responsible for “Material(s)” you upload, post, transmit or otherwise make available to ERC on this site. Under no circumstances will ERC be liable in any way for any “Material” posted on or made available through this site by you or any third party.

You retain the copyright in any material you submit to ERC. By submitting material to ERC, you agree to grant ERC an irrevocable, non-exclusive, royalty-free, perpetual license to use the material(s) that you have submitted, in any medium and in any manner that ERC may, in its sole unfettered and unrestrained discretion, choose.

The Extranet Portal contents have permission level as approved by the Executive Director.

Permission level	Description	Permissions included by default
Limited Access	Allows access to shared resources in the Web site so users can access an item within the site. Designed to be combined with fine-grained permissions to give users access to a specific list, document library, item, or document, without giving users access to the entire site. Cannot be customized or deleted.	View Application Pages, Browse User Information, Use Remote Interfaces, Use Client Integration Features, Open
Read	Read-only access to the Web site.	Limited Access permissions plus: View Items, Open Items, View Versions, Create Alerts, Use Self-Service Site Creation, View Pages

4. EXTRANET ADMINISTRATOR RESPONSIBILITIES

Primary responsibility of the Management Information Systems Division (MISD) and designated Extranet systems administrator are the following:

- 4.1. System development, enhancement, customization and maintenance of the Extranet Portal and all its applications.
- 4.2. Security installation and implementation to protect from external / internal attacks.
- 4.3. Ensure the availability of the Extranet Portal on a 24 hours X 7 days a week basis.
- 4.4. Contents monitoring and creation of approved new areas, lists, libraries, and sites.
- 4.5. Removal / modifications / review of Extranet Portal accounts of individuals that change roles within the ERC or are separated from their relationship with the ERC.
- 4.6. Cooperation with authorized ERC management investigating Extranet Portal security incidents.
- 4.7. Review and modify the existing Extranet Portal terms and conditions upon the Commission’s instructions.
- 4.8. Provide adequate access controls in order to monitor Extranet Portal systems to protect business data and associated programs from misuse.

- 4.9. Ensure appropriate database backup and contingency plans for disaster recovery based on risk assessment and business requirements.

5. EXTRANET SITE STRUCTURE

The existing Extranet site structure is subject to revisions / modifications upon the directive of the Executive Director.

- 5.1. Home - main page containing links to major area and sub areas (Site Contents). Access to site and page settings depends on the type of site group of the user.
- 5.2. Search facility – built in into Microsoft SharePoint Portal software; used to access people, documents, or other items on the portal site by typing words in the search box located under the navigation bar.
- 5.3. Announcements – contains all pertinent announcements for all concerned Utilities
- 5.4. Calendar – contains all pertinent dates and deadlines for all concerned Utilities
- 5.5. Reports – main page for the Content Management System (CMS) reportorial submission
- 5.6. Contact Us – contains all contact information of the Extranet Administrators for any issues or problems that have occurred during the Extranet usage
- 5.7. ERC website – link to the ERC Main Website

6. EXTRANET PORTAL ACCEPTABLE USE POLICY

- 6.1. Users must report any weaknesses in the portal security, any incidents of possible misuse or violation of this agreement to the proper authorities by contacting the Management Information Systems Division.
- 6.2. Users must not attempt to access any data or programs contained on Extranet Portal property for which they do not have permission, authorization or explicit consent.
- 6.3. Users must not purposely engage in activity that may: harass, threaten or abuse others; degrade the performance of the portal; deprive an authorized ERC user access to a Extranet Portal resource; obtain extra resources beyond those allocated; circumvent Extranet Portal security measures.
- 6.4. Users must not download, install or run security programs or utilities that reveal or exploit weaknesses in the security of Extranet Portal, unless directly said in job purpose.
- 6.5. Extranet Portal property must not be used for personal benefit.
- 6.6. Users must not intentionally access, create, store or transmit material on the Extranet Portal implementation which ERC may deem to be offensive, indecent or obscene.
- 6.7. Users must not otherwise engage in acts against the aims and purposes of ERC as specified in its governing documents or in rules, regulations and procedures adopted from time to time.
- 6.8. Storage of personal email messages, voice messages, files and documents within the Extranet Portal is strictly prohibited.
- 6.9. All users are responsible for managing their use of Extranet Portal and will be held accountable for their actions relating to Extranet Portal security.
- 6.10. The use of Extranet Portal must be for officially authorized business purposes only.
- 6.11. Any data used in the Extranet Portal must be kept confidential and secure by the user. The fact that the data may be stored electronically does not change the requirement to keep the information confidential and secure.
- 6.12. All Extranet Portal software programs, applications, source code, object code, documentation and data shall be guarded and protected as it is a Commission property.

- 6.13. Access to Extranet Portal equipment must be properly documented, authorized and controlled.
- 6.14. All commercial software used on Extranet Portal systems are supported by a Microsoft software license agreement that specifically describes the usage rights and restrictions of the product. Personnel must abide by all Microsoft license agreements and must not illegally copy licensed software.
- 6.15. The ERC reserves the right to remove any non-business related Extranet Portal software.

7. EXTRANET PORTAL SECURITY POLICY

- 7.1. Use of the Cyberroam Secure Socket Layer Virtual Private Network (SSL VPN) appliance / client
- 7.2. All Extranet Portal user passwords stored from the Microsoft Windows 2008 Active Directory, must be constructed and implemented according to the following the ERC rules:
 - 7.2.1. it must be routinely changed
 - 7.2.2. it must adhere to a minimum length of seven (7) alpha numeric characters
 - 7.2.3. it must not be divulged to anyone
- 7.3. Any and all Extranet Portal security controls must not be bypassed or disabled.
- 7.4. Extranet Portal Security awareness by ERC personnel and stakeholders must be continually emphasized, reinforced, updated and validated.
- 7.5. User Extranet Portal account passwords shall be protected by the individual user from use by, or disclosure to, any other individual or organization. All security violations shall be reported to the Management Information Systems Division.
- 7.6. On termination of the relationship with the Extranet Portal user all security policies for ERC apply and remain in force surviving the terminated relationship.
- 7.7. All Extranet Portal user accounts must have a password expiration that complies with the Password Policy.
- 7.8. All new user Extranet Portal accounts that have not been accessed within 30 days of creation will be disabled.
- 7.9. All Extranet Portal users are responsible for managing their use of Extranet Portal and are accountable for their actions relating to Extranet Portal security.
- 7.10. Access to, change to, and use of Extranet Portal Account Management Policy must be strictly secured.
- 7.11. Extranet Portal information access authority for each user must be reviewed on a regular basis, as well as each job status change such as: a transfer, promotion, demotion, or termination of service.
- 7.12. On termination of the relationship with the Extranet Portal user all security policies for ERC apply and remain in force surviving the terminated relationship.
- 7.13. All ERC offices and users must carefully assess the risk of unauthorized alteration, unauthorized disclosure, or loss of the data within the Extranet Portal environment for which they are responsible and ensure, through the use of monitoring mechanisms such that ERC is protected from damage, monetary or otherwise.

8. POLICY VIOLATIONS

Violations will be reviewed on a case-to-case basis depending on its frequency and severity. First time violators will receive a verbal warning from ERC, a second violation will be a written reprimand and successive violations or gross violations thereof will result in losing Extranet access privileges including written reprimands or civil case. This is to be done in coordination with the Legal Service and Office of the Executive Director.

9. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY

1. Users expressly agree that use of the “ERC Online Reportorial Submission Facility” is at the user’s sole risk. Neither ERC, its affiliates, nor any of their respective employees, agents, or licensors warrant that the site will be uninterrupted, timely, secure or error free.
2. The “ERC Online Reportorial Submission Facility” is provided on an “As Is” basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose.
3. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay, communication failure, theft or destruction or unauthorized access to, alteration of or use, whether for breach of contract, tortious behavior, negligence or under any other cause of action. Users specifically acknowledge and agree that ERC shall not be liable for the defamatory, offensive or illegal conduct of users of the site or third parties, and that the risk of injury from the foregoing rests entirely with the user.
4. In no event will ERC, its affiliates or any of their respective employees be liable for any damages including without limitation direct, indirect, incidental, special, consequential or punitive damages, even if they have been advised of the possibility of such damages, arising from, relating to or connected with the use or inability to use the site or any other matter arising from, relating to or connected with the site.

These terms and conditions constitute the entire agreement between ERC and the user with respect to the subject matter hereof, and supersede any previous oral or written agreement between us with respect to such subject matter. These terms and conditions shall be construed in accordance with the laws of the Republic of the Philippines, without regard to the conflicts of law provisions thereof.

Complete Name : _____
Designation / Position : _____
Company : _____
E-mail Address : _____
Signature : _____
Date : _____