

Online Malaria Information System (OLMIS) Privacy Notice and End-User Agreement

The Software:

The DOH - Online Malaria Information System is a web-based tool for data collection, processing, reporting, and use of the information necessary to support the needs of the 1-3-5 Malaria Elimination Strategy.

The system's objectives are as follows:

- To standardize recording and reporting mechanisms at all levels for malaria control and Elimination
- To establish an online repository of Malaria cases, laboratory, and vector management data.
- To ensure the quality of data being recorded and/or reported for the National Malaria Control and Elimination Program (NMCEP).
- To enable analysis of Malaria data as a guide for action planning and decision-making

Privacy Notice and End-User Agreement of OLMIS

This document is a legal agreement between you and DOH related to signing up and use of OLMIS.

Kindly read this agreement carefully before completing the signing-up process and using the OLMIS app. By clicking "accept" or signing up and/or using the OLMIS app, you agree that you are hereby legally bound, to consent, and accept the following obligations, terms, and conditions as set forth in this Agreement in consideration of being granted conditional access to certain information that is owned by, produced by, or in the possession of the Department of Health (DOH), Philippines; and in compliance with the requirements of the DOH regarding confidentiality, privacy, and security of information:

If you are entering into this agreement on behalf of an agency/office or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this agreement, do not sign up or use the App, and you must not accept this agreement.

This agreement shall apply only to the App supplied by DOH herewith regardless of whether another app is referred to or described herein. The terms also apply to any updates, supplements, Internet-based services, and support services for the App, unless other terms accompany those items on delivery. If so, those terms apply.

1. As used in this Agreement, *information* refers to confidential and/or sensitive information in which the loss of, misuse of, or unauthorized access to or modification can adversely affect the *national interest of the country, the conduct of the DOH's programs, or the privacy* to which an individual is entitled. Confidential *information* is marked CONFIDENTIAL or unmarked CONFIDENTIAL but was declared confidential, and oral communications that have been declared CONFIDENTIAL by an Authorized Officer of the Department of Health (DOH);
2. I understand and accept that by being granted conditional access to *information*, confidence and trust are placed in me by the DOH and I am obligated to protect the *information* from unauthorized disclosure, in accordance with the terms of this Agreement and applicable laws, regulations, issuances and directives;

3. I have been informed that unauthorized disclosure, unauthorized retention, or negligent handling of *information* confidential information by me, may deprive the DOH, the rightful owner of the system of its intellectual property rights and could cause damage or irreparable injury to the Department and Government of the Philippines or could be used to the undue and unethical advantage of another nation/s or people such as myself and my company;
4. I shall not disclose or release *information* provided to me to anyone without proper authority or authorization from the DOH. Should there be situations that warrant the disclosure or release of *information*, I shall do so only under approved circumstances and in accordance with applicable laws, regulations or directives, and shall comply with any and all dissemination restrictions as required or relayed by the proper authority;
5. I shall not alter or remove markings that indicate a category of *information* or require handling instructions from any materials I may come in contact with unless such alteration or removal is authorized by the DOH or consistent with applicable laws, regulations or directives;
6. Upon completion of my engagement or work, I shall return all *information* to which I have access or which are in my possession. Further, I shall surrender promptly to the DOH any documents whatsoever that are in my possession;
7. I solemnly swear that any *information* given to me shall remain confidential;
8. I shall not modify, reverse engineer, decompile, or disassemble any subsystems, modules, and/or software program codes, and sell to any government or private entities;
9. I shall promptly report to the appropriate DOH officials any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations in which I have knowledge of and whether or not I am personally involved.
10. Unless and until I am released in writing by the authorized personnel of the DOH, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter;
11. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall remain in full force and effect;
12. I am aware that violations of the terms and conditions of this Agreement may result in the cancellation of my conditional access to *information* or subject to sanctions provided by pertinent laws and statutes of the Philippines

Complete disposal/destruction of all the data in the databases is pursuant to RA Np. 9470, the information that will be collected from the users will be kept in accordance with the retention schedule of the DOH, unless the user submits valid requests for the deletion of their personal data in the database. Once deleted, personal data will no longer appear or be included in anonymous searches and will be completely removed from all storage locations.

Contact Information:

The Knowledge Management Information Technology Service 2/F, Building 9, Department of Health, San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila (02) 8651-7800 local 1949 or at dataprotectionofficer@doh.gov.ph.