GUIDELINES ON DIGITAL LAND DATA SHARING AND SECURITY MEASURES OF LAND ADMINISTRATION AND MANAGEMENT SYSTEM (LAMS) PHILIPPINES TRANSACTIONS

Read online (full-text search, related cases, audio case brief): https://batas.org/library/7d365b5ff9d5/

Adopted: 01 July 2018
Date Filed: 10 August 2018

Pursuant to the provisions of Executive Order (EO) No. 02 issued on July 23, 2016 on the people's constitutional right to information, and in line with the objectives of DENR Administrative Order (DAO) No. 2010-18 on improving the management of land information through the adoption of the Land Administration and Management System (LAMS) Philippines, the policy on digital land data sharing and security is hereby prescribed:

SECTION 1. Objective. This Order aims to harmonize rules in providing services through the sharing of digital land data and managing the data as a valuable resource through measures such as the following:

1.1 Restrictions and limitations for the data sharing, access and security;
1.2 Scope of clientele data access and use of digital data sourced from LAMS Philippines;
1.3 Online data access, request and submission of data; and
1.4 Use of digital signatures and other security management tools.

SECTION 2. Scope and Coverage. This Order shall cover the sharing and access of digital land data from LAMS Philippines database in the DENR, such as:

2.1 Survey records and information
2.2 Public land applications, leases and other documents/information
2.3 Statistical or spatially processed data

SECTION 3. Definition of Terms. The following terms as used in this Order shall be defined as follows:

3.1 Access - usage of LAMS Philippines land data by the public, government and non-government and other stakeholders. It takes form of permissible activities such as viewing, creating records, updating records, and processing or enabling requested information.

Access is initially given to the LAMS Philippines administrators and distributed to each workgroup user in the DENR. The public may access further information depending on the approval of the User Agreement mandated under this Order.

3.2 Consequential Damage - otherwise known as special damages, which occurred because of the failure of one party to meet a contractual obligation.

3.3 Digital Signature - a mathematical scheme for demonstrating the authenticity of a digital message or document ensuring that the message or data was not altered in transit.

3.4 User Agreement (UA) - terms and conditions imposed by the DENR for the processing and sharing of digital land data under LAMS Philippines. It could be in the form of a Memorandum of Agreement (MOA),

Memorandum of Understanding (MOU) or contracts executed between the Land Management Bureau (LMB) or the Regional Offices and the public or client.

SECTION 4. Modes of Digital Data Sharing. Data sharing may take different forms, combinations and variations from basic sharing of files through access to the LAMS Philippines database such as viewing, printing, downloading, and uploading using a LAMS Kiosk located in each Regional Office or through online digital devices such as personal computers (PCs), notebooks, tablets, or mobile phones. These are discussed in detail below:

4.1 Viewing - allows users to access land records and technical data/information stored in the system within its digital devices, either online or manually, for the purpose of confirming or printing the information or record.

The level of detail that will be made available to the user's screen shall be determined and set by the DENR through the LMB. The user shall fill up a User Agreement and submit such request for data when complete information and printout form is desired.

4.2 Printing - requires the user to gain physical copy of the data or document through the system if authorized under the User Agreement.

4.3 Downloading - another form of digital data sharing where the user requests that digital data or files be saved in their computer or any storage device, subject to authorization prescribed within the User Agreement and approved by the officials of the LMB and Regional Offices.

The downloading of land data may be allowed specifically where the licensed user is allowed to obtain a digital copy of files within the LAMS Philippines database for the purpose of creating, or using other layers of value. The DENR, through the LMB and Regional LAMS Philippines System Administrators assures that the attribution, copyrights, and security measures are in place and continuously enforced.

4.4 Uploading - this is undertaken where users usually plug-in an external device for the purpose of submitting, sharing, updating or exchanging of digital data through the system.

The DENR, through the LMB and Regional LAMS Philippines System Administrators, shall conduct prior verification, validation, and quality assurance to ensure the authenticity, integrity and accuracy of data before these are accepted and approved for uploading to the system. This also applies to the uploading of data from DENR partners.

Survey returns digitally submitted to LAMS Philippines for survey verification and approval shall be in the form of Digital Land Survey Data (DLSD) format prescribed under DAO No. 2016-01 dated January 22,2016.

SECTION 5. Access to information or records through LAMS Philippines. In order to identify the different stakeholders who may wish to access LAMS data while at the same time protecting and securing the system, the following guidelines shall be observed:

5.1 Identification and registration of the requesting party - the system shall require identification and registration of the requesting party accessing information within LAMS Philippines database. The requesting party shall also provide or disclose the least amount of information needed whether the transaction will be for a fee or free.

5.2 Verification, processing and approval of request - once the requesting party has searched for the parcel or other data resource in question, he/she may ask for a detailed data through a request that may be lodged or submitted in hardcopy to the LMB or the Regional Offices. The LMB and Regional Offices shall then process the submitted request and when approved, the said offices may provide the requested data in any of the formats, such as hardcopy printouts, electronic files in storage media, or online data transfers.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

5.3 Data access on a continuing basis - With the proper identification, controls and agreements in place, industry or government stakeholders may sign up to access LAMS Philippines' data and download data on a regular basis for internal use. LAMS Philippines will track their data usage and charge them accordingly through their accounts registered in LAMS Philippines.

In addition, the DENR, through the LMB and Regional Offices also partners with providers of data or information in order to keep the LAMS Philippines database accurate, reliable and relevant. Properly identified, certified and registered by the LMB and Regional Offices, these providers may upload data to be processed by the LMB and Regional Offices for inclusion into the LAMS Philippines database.

Access to information from LAMS Philippines shall be processed by intermediary applications that handle external transactions.

SECTION 6. The User Agreement for Land Data Sharing. Digital land data sharing services shall be provided through paper-based transactions or through online transactions covered by User Agreements. It shall contain the major elements provided in the succeeding sections to ensure that the LMB and Regional Offices can provide quality land transaction services while at the same time protect the Offices' land databases. A sample User Agreement is provided in Annex A.

SECTION 7. Principles in Digital Land Data Sharing. Both the LMB and Regional Offices shall adopt the following in sharing and managing digital land data:

7.1 Identification of the requesting party - gather sufficient information about the requesting party, depending on the service to be provided, type of transaction relationship requested, and the relative risk or exposure for DENR.

The LMB and Regional Offices shall set up a procedure for verifying the requesting party's identity. It shall contain the following information:

7.1.1 Single transactions - could range from an individual's request for a single area or records. It involves a simple one-time transaction with low cost and low risk, lesser computing time and resources.

7.1.1.1 Contact details (name, address, telephone number, email address, etc.);

7.1.1.2 Employment details (position, work address, business type, telephone number, etc.); and

7.1.1.3 Purpose of request

7.1.2 Complex transactions - transactions requiring large data access types, ranging from a request of a cadastral database for a large area or a large geopolitical area.

This involves requests of individual/company officers engaged in operations for complicated, multi-access and on-demand type arrangements involving high cost and high risk data.

7.1.2.1 Contact details (name, address, telephone number, email address, etc.); 7.1.2.2 Employment details (position, work address, business type, telephone number, etc.);
7.1.2.3 Company business registration information; 7.1.2.4 Name of personnel involved in data access;
7.1.2.5 Emergency numbers of the business; and
7.1.2.6 Purpose of request

In cases where the requesting party is a representative of an individual or a company, whether in a single or complex transaction, a Special Power of Attorney (SPA) is required to be presented (refer to Annex A and B). The information of both the principal and the representative including the SPA shall be submitted for verification by the LMB and Regional Offices prior to the commencement of the transaction.

All transactions or requests, whether unsuccessful or successful, approved or denied shall be included and tracked in the LAMS Philippines. In this way, all requests may be screened and/or tracked and make investigations easier, when needed.

7.2 Information or service requested - the service supplied shall contain sufficient information such that the service is uniquely identifiable and traceable to the public and other transaction details, in line with data security and privacy guidelines. This could be in the form of printed information or digital signature that will go with the files tied in with other service delivery and access logs.

Example: “reprinted for company ABC use only”

7.3 Use of the information - the User Agreement shall state data limitations or restrictions to the use of the service or information that the LMB and Regional Offices will supply. This is done to protect the LMB and Regional Offices’ interests and rights over the service, ease in managing the land data use under LAMS Philippines services through service differentiation, enhance appreciation of the service value, and allow the LMB and Regional Offices to maintain the service’s viability in the long run. The LMB and Regional Offices shall actively project their interests and maintain the necessary resources to enforce their rights over the services they provide.

The User Agreement shall state restrictions such as:

7.3.1 For internal use only of a specific area Example: “For reference purpose only”
7.3.2 For internal, or company use, by its employees or consultants Example: “For reference purpose only company ABC” “For Official use only”
7.3.3 For internal use of the DENR (free / no acquisition cost) Example: “For Official use only”, “For LMB use only”
7.3.4 For academic and/or government use Example: “For research/reference purposes”
7.3.5 For publication and therefore external use Example: “For publication purpose, etc.”
7.3.6 For land titling and judicial purposes Example: “For land titling purposes”
7.3.7 For external use where the data is still in its original form as layers of information for value added services

The data restrictions shall also apply and the data cannot be used for external purposes for a consultant or other government or non-government agencies providing services to a third party.

The consultant or company wishing to provide or sell data in conjunction with LAMS Philippines data for external use should request for another type of Agreement with the LMB and Regional Offices. This is needed because of the additional risk and resources needed to manage such transactions for this service.

Records or documents issued under LAMS Philippines, whether printed or in digital format, shall bear a disclaimer as follows:

“The information contained in these documents can only be used for its intended purpose indicated therein. Any alterations made after the issuance of this certification is subject for validation.”

User Agreement shall state the expiration of the service in line with the DENR Offices’ appreciation of the data, support and costing rules.

If the public and/or requesting party will only get information as a single transaction with no updates, then this will be costed as such, while another service will have a different cost if the service entails a regular update or access to the LAMS Philippines databank.

An explicit service expiration date or duration shall be specified for all types of transactions. Thus, the following

shall set the validity/expiration period:

7.4.1 For internal or personal use only of a specific area Example: “data shall be valid for six (6) months”
7.4.2 For internal, or company use, by its employees or consultants Example: “data shall be valid for six (6) months” 7.4.3 For internal use of the DENR Example: “data shall be valid for six (6) months unless updated”
7.4.4 For academic and/or government use Example: “data shall be valid for six (6) months”
7.4.5 For publication and therefore external use Example: “data shall be valid for six (6) months” 7.4.6 For land titling and judicial purposes Example: “data shall be valid for six (6) months”
7.4.7 For external use where the data is still in its original form (new layers of information for value added services) Example: “data shall be valid for six (6) months”

7.5 Volume transaction - to be explicit and to ensure that the service is costed properly, the User Agreement shall state whether it is a one-time access or provision of data, a regular update for a defined duration, or a defined duration where the public and/or requesting party may access data at any time, and each user identified by the system. The LMB and Regional Offices may also provide access to graphical views for searching or identifying desired areas, with or without any access fees.

The User Agreement (Annex A) shall be issued upon the request of multiple information covering a barangay or more than 1,000 lots under LAMS Philippines for walk-in clients, internal request within DENR and online data requests. Requests below the threshold shall also be obliged to fill up the LAMS request form under Annex B. Both the User Agreement and request form shall be implemented as standard forms for all records sharing to provide uniformity and consistent security on the requested records.

7.6 Ownership of intellectual property - all intellectual property rights including copyrights, trademarks as supplied in the service belong to the DENR. The User Agreement only allows public and/or requesting party to use this land data within the terms contained therein. It does not confer any rights to the requesting party or user, nor can the requesting party pass on this license or rights to its other users or any other third party.

7.7 Fees - the User Agreement shall state the fees for the services incurred by the DENR Offices for its LAMS services in order to cover all the costs in managing its data plus a moderate margin to keep the service sustainable. This shall cover activities and assets needed in acquiring the data, managing and publishing for clientele information and land services, as well as the proper storage process and updating of data. The service fees may vary depending on the DENR’s understanding of its present and future land transactions.

Continuing versus single access to the DENR’s data in the form of on- demand access or regular data subscription shall adequately cover the DENR’s costs including access and connectivity to data, the management of data and corresponding storage resources.

7.8 Termination and suspension - the User Agreement shall state the validity period of the authority to use the DENR land data, unless it is for perpetuity for services providing a single transaction, and dated services like land information.

For services such as publication or website publishing, on-demand online or service, the LMB and Regional Offices reserve the right to revoke the authority for cases such as, but not limited to:

7.8.1 Non-compliance or any violations to the terms and conditions stated in the User Agreement.
7.8.2 Under meritorious conditions when the LMB and Regional Offices so decide to recall the service. In this case, the LMB and Regional Offices shall return any dues or payments made proportionate to actual use by the customer.
7.8.3 Fraud and misrepresentation in the request form in Annex A and B and other supporting documents submitted.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

7.9 Warranties, Liabilities, Roles and Responsibilities

7.9.1 Roles, warranties, responsibilities - the LMB and Regional Offices shall determine the classification, type and security value of documents that will be allowed for reproduction or sharing of digital data.

The agreement for sharing or provision of information shall state the restrictions and limitations of the public and/or requesting party such as:

7.9.1.1 The User shall not copy, reproduce, distribute, commercialize, adopt, modify or create other digital data services from the land data unless otherwise provided by the agreement or with the written consent of the LMB and Regional Offices.

7.9.1.2 The User shall protect the copyright and intellectual property of the LMB and Regional Offices in this service.

7.9.1.3 The User shall not remove or alter any copyright seals or marks provided by the LMB and Regional Offices.

7.9.1.4 The User shall ensure that the LMB and Regional Offices will manage the access to the data so that access is controlled and allowed only for its staff and consultants.

7.9.1.5 The User shall not use the data for direct marketing activities.

7.9.1.6 The User inform the LMB and Regional Offices of any errors found in their services.

7.9.2 Limitation of liability - the User Agreement shall state that the LMB and Regional Offices will not be liable to their clients or Users or to anyone else for any direct or indirect, or consequential damage or loss such as increases operating costs, or loss of income or goodwill that the use of the data may bring.

It is up to the public and/or requesting party to review the requirements and liabilities in using the LMB and Regional Offices' service. However, the LMB LMB and Regional Offices may provide a replacement data or service or defray the cost of a second use of a service.

7.10 Force majeure - the LMB and Regional Offices shall be released from their duties and obligations as contained in the User Agreement if they default due to an act or event beyond their reasonable control or which may not have been foreseen when the User Agreement was made (e.g., new standards or technologies).

7.11 Notices - any notice under the User Agreement must be made in writing signed by the parties.

SECTION 8. Applicability of Relevant Laws and Policies. All relevant laws, rules, orders and issuances shall be suppletorily applied to the provisions of this Order.

SECTION 9. Data Privacy, Data Protection and Data Security

9.1 Data Privacy - confidential information gathered and kept in LAMS Philippines shall be managed according to RA 10173 or the Data Privacy Act and its Implementing Rules and Regulations (IRR) when the latter is released.

The LMB and Regional Offices are required to keep the land owner’s identity confidential, subject to the exceptions provided for under existing laws and regulations. The LMB shall design and institute the needed procedure for data protection and security measures at the DENR Offices and LAMS Philippines process, hardware, and software levels.

Overall, the LMB and Regional Offices shall keep track of the use of the system by all of their clients, employees

and partners as provided by law.

9.2 Data Protection and Security - the LMB shall set up its management and control procedures in line with international standards such as ISO/IEC 27002 which provides best practice recommendations on information security management for use by those responsible for initiating, implementing or maintaining information security management systems (ISMS).

Thus, the LMB and Regional Offices shall employ appropriate measures to maintain the security and integrity of their land data as follows:

9.2.1 All usage of the system shall be logged, whether users are internal to DENR or external, for a fee or non-fee. All users of the system, under whatever User Agreement, must be identified and logged, especially in Agreements where a customer gives data access to many internal users in his/her organization.

9.2.2 All output displays shall have DENR's User Agreement number, start and end dates.

9.2.3 All outputs shall have a visual watermark and an electronic watermark or digital signature to ensure its authenticity. Otherwise, the files or printouts are considered null and void.

9.2.4 Data outputs and its processing within the LMB and Regional Offices shall have both digital and specific handling security measures.

9.2.5 All outputs shall be traceable to the LAMS Philippines. 9.2.6 All security and confidentiality measures applied to paper documents in the manual transactions shall also be applied to digital services.

9.2.7 All Regional Offices shall designate a Regional LAMS Philippines Administrator to facilitate the maintenance and upgrading of LAMS Philippines in their respective offices. Stored land data in Regional databases shall be kept confidential and secured by the Regional LAMS Philippines Administrator.

9.2.8 Land data backup stored in identified off-sites shall be secured and maintained by the LMB Information and Communication Technology Section (ICTS) and DENR Knowledge and Information Systems Service (KISS).

9.2.9 All existing rules, guidelines, and penalties in the handling of paper- based or existing information services shall also be applicable to corresponding digital data services.

9.2.10 If the rules are not explicit or clear enough when applied to the digital environment, new rules or updates shall be set up and enforced. This may be the case where unauthorized transactions or large or wholesale breach of security shall have corresponding increases in penalties.

SECTION 10. Information Technology (IT) Support and Maintenance. To support this direction towards digital land data sharing, the LMB shall provide IT support service and maintenance of LAMS Philippines' operations through data management and storage, technology planning, monitoring and evaluation, training, and implementation, and managing technology in the Office.

SECTION 11. Information, Education, and Communication (lEC). The LMB shall undertake a program to promote the use of LAMS Philippines' services and improve the capability of the DENR offices and other stakeholders including the public in accessing land information.

Since more accurate land information will now be available to more stakeholders, LAMS Philippines and the new environment will minimize intermediaries and improve accuracy and reliability of the LAMS Philippines database, while at the same time maximizing the benefits available from LAMS Philippines that will be available globally.

SECTION 12. Repealing Clause. All Orders, Circulars, Memoranda, and other issuances inconsistent herewith are hereby repealed and/or amended accordingly.

SECTION 13. Penal Clause. Any violations of the provisions of this Order shall be subject to administrative, criminal and civil liabilities.

SECTION 14. Effectivity. This Order shall take effect fifteen (15) days after the publication thereof in a newspaper of general circulation and upon acknowledgement of the receipt of a copy thereof by the Office of the National Administrative Register (ONAR).

(SGD) ROY A. CIMATU
Secretary

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.