Republic of the Philippines
Province of Iloilo
Municipality of Tigbauan
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OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE SESSION HALL, TIGBAUAN MUNICIPAL BUILDING, TIGBAUAN, ILOILO ON AUGUST 8, 2008 AT 1:00 P.M.

PRESENT:

HON. ROEL T. JARINA,	Vice Mayor & Presiding Officer
HON. SUZETTE MARIE HILADO-BANNO,	Councilor
HON. AGATON O. TUMABOTABO,	Councilor
HON. MARLON R. TERUÑEZ,	Councilor
HON. NORBERTO T. TURALBA,	Councilor
HON. JOSE T. TAVARRO, JR.,	Councilor
HON. LORETA LUNGAY-ARIAS,	Councilor
HON. ELMER T. TORRATO,	Councilor
HON. ORVILLO T. TANGENTE,	Pres., Liga Ng mga Brgy.
HON. LEA E. TORREFLORES	SKMF, President

Late:

HON. SUZETTE TENEFRANCIA-ALQUISADA,	Councilor

ABSENT: NONE

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Resolution No. 2008-079

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, HON. JAMES EXCELSIOR M. TORRES, LGU-TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE NATIONAL STATISTICS OFFICE, REGION VI, ILOILO CITY IN CONNECTION WITH THE IMPLEMENTATION OF THE BREQ SYSTEM IN THE MUNICIPALITY

WHEREAS, The NSO, through the Civil Registry System IT (CRS-IT) Project, has established on-line Census Serbilis Center (Serbilis Outlets) in various locations of the Philippines to serve as service points for the decentralized requests for the civil registry documents from the public;

WHEREAS, there is still the need to extend the availability of these service points to bring the facility of copy issuances closer to the public;

WHEREAS, The LGU, through the Office of the Municipal Civil Registrar, as part of its mandate, is also receiving and servicing requests for civil registry documents registered in the municipality and is also interested in providing a more extensive service to its constituents not only for documents registered in the LGU but also those that may have been registered in other localities;

WHEREAS, the NSO has developed the BREQS-LGU System, which provides for an off-line method of encoding requests for civil registry documents and submission thereof to an on-line Serbilis Outlet of the NSO;

WHEREAS, the use of the BREQS-LGU System by the LGU will enable the same to benefit from the CRS-IT Project by not only providing a facility where its

constituents can secure copies of civil registry documents issued by Serbilis Outlet but also relieving the local government of financial investment required to establish an outlet;

WHEREFORE, for and consideration for the foregoing, the parties agree to the following terms and conditions:

1. Scope of Agreement. This Agreement covers the use by the LGU of the BREQS-LGU System.
2. The BREQS-LGU System hereinafter referred to as the System shall include:
   a. The BREQS application software or the BREQS software for encoding particulars of requests for copy issuances in certification, in particular those requests enumerated under Section 3 below. The BREQS software also has capabilities for querying and batching the records and generation of reports. The BREQS application software was developed for the CRS-IT Project and is owned by NSO.
   b. The procedures and the conventions set out for accepting requests, submission of batches of request and releasing of documents to clients.
   c. The prescribed user forms for recording the particulars of an application, acknowledging receipt of payment, and transmittal of data to the Serbilis Outlet. The LGU may make alterations to the suggested formats such as, but not limited to, adding its logo and making the forms more user friendly provided that the basic information required in the forms are still present and that the altered versions are still consistent with the purpose of the forms.
3. Unless rescinded or emended in the future, only the following maybe requested through the system;
   a. Copies of birth, death, marriage documents,
   b. Copies of annotated or endorsed documents, provided copies of said documents have already been issued by NSO previously, and
   c. Certification of No Record of Marriage ("Singleness").

4. Use of the System
   a. By entering into this Agreement, the LGU is given authorization to use the System free-of-charge in accordance with the rules and regulations set out for its purpose.
   b. The LGU shall be given one Distribution CD containing the BREQS software installer, user manuals, and user forms together with the software parameters needed to use the application software on one computer. Additional parameters to allow use of additional computers may be provided by the NSO after a written request from the LGU has been made, subject to evaluation of the NSO.
   c. The NSO grants the LGU use of BREQS software on the condition that it is not disassembled, decompiled or reengineered and the Distribution CD not sold, lent or shared to entities other that the implementing unit designed by the LGU. It is understood that intellectual property rights for the BREQS software belongs to the NSO.
   d. The LGU shall group the requests before submitting the BREQS batch and payment to the Serbilis Outlet designated as the LGU's servicing outlet.
   e. The servicing outlet shall process all fully-paid batches and release the results to the LGU on the scheduled date.

5. Responsibility of the NSO

   a. Assign a Serbilis Outlets to service the BREQS requests of the LGU. The designated outlet shall serve as the primary contact point between the NSO and the LGU.

b. Provide the complete set of parameters required to install the BREQS software.

c. Provide the user manual and softcopy of the user forms needed by the LGU. The LGU may reproduce said materials for its own use only.

d. Process the BREQS requests once the data file and the corresponding payment are received from the LGU. A request shall be processed strictly in accordance with the information contained in the application form. BREQS requests of the LGU accorded the same quality of service given to other requests being processed in the Serbilis Outlet.

e. Provide the LGU report on the transactions received through the system.

f. Provide technical support to the LGU subject to the provisions of Warranties of NSO. Technical support includes, but not limited to, assistance in the installation of the BREQS software, troubleshooting BREQS software and database problems, and provision of software patches and upgrades to the hardware problems and installing and configuring operating systems.

g. Provide revisions and/or upgrades of the BREQS software, for free. In cases of defective or damaged Distribution CD, NSO will replace said CD upon a clear showing that the damage was either due to a defect attributable to the NSO (product defect) or arising from the regular and authorized use of the BREQS software by the LGU.

h. Communicate to the LGU any adjustment on NSO standard fees for requests for a copy issuances and certifications at least 30 calendar days before the new fees take effect.

6. Responsibility of the LGU
   a. Designate the Local Civil Registry Office (LCRO) as the implementing unit of the BREQS-LGU System.
   b. Provide all relevant computer hardware and software environment, including protection from viruses, necessary to be able to use the BREQS software. In addition, LGU must provide all necessary personnel required as a result of the implementation of this System within the LGU.
   c. Designate a responsible officer to be the BREQS Operation Manager who shall be in charge of the day-to-day operations of System for the LGU.
   d. Designate staff who will undergo the training on the use of the System conducted by the NSO. Training fees shall be to the account of the LGU.
   e. Take measures to ensure that clients requesting for the documents provide the correct and required information and that these information are properly encoded.
   f. Submits the data files, together with the corresponding payment for the batch of request, within a reasonable period after receipt to the Serbilis Outlet designated to service the LGU requests.
   g. Release the documents to the clients subject to the identification and authorization requirements of PD 603 (Child and Youth Welfare Code).
   h. Ensure the integrity of the System by, among other things, providing ample security against duplication of the Distribution of CD, and authorized use of the System.
   i. Comply with all the requirements and provisions set in the latest BREQS Operation Guide.

7. Warranty
   a. NSO software warranty extends only to the proper usage of the BREQS software and intention for which the System was established. Any damage to the application software or Distribution CD, or inconvenience to the public arising from the authorized or unintended use of the System, shall not be responsibility of the NSO.
   b. NSO will replace damaged or destroyed Distribution CDs provided these arise from authorized use.

c. NSO will repair or fix any problem in the application software provided they arise from the proper use and installation of the product.

d. The parties hereby warrant that neither it nor its representatives have offered any government officer any consideration or commission for this Agreement, nor has it or its representatives exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration of commission. Should any commission be paid to a private person, the parties shall disclose the name of the person and the amount being paid. Any materials violation of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filling of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the parties and/or its representatives.

8. Disclaimer
   a. NSO is not responsible for results, which arise from mistakes committed by the client in providing information in the application form.
   b. NSO is not responsible for delay in the processing of requests that have not been submitted or fully-paid by the LGU.
   c. NSO is not responsible for the loss of documents that occur when the documents are in transit to or from the NSO, either through mail or LGU Liaison officer.
   d. NSO is not responsible for the loss of money entrust to the Liaison Officer.
   e. By applying through BREQS-LGU, it is understood that the client authorized the LGU to apply for copies of documents or certifications and receive the results, on behalf of the former.

9. Date of Effectivity, Amendment, Revision, Modification to the Agreement
   a. This Agreement is effective upon date of signing, provided that actual implementation of System may be done after undergoing training conducted by the NSO
   b. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties

10. Termination of Agreement. This agreement may be terminated voluntarily or involuntarily.
    a. Voluntary termination, made when either party wishes to terminate the contract for reason other than a breach, is effective 30 calendar days after notice by one party to another.
    b. Involuntary termination occurs when one party violates any provision in this Agreement, and despite notice to cease such activities, continues to do so. Involuntary termination take effect immediately upon serving of the Notice of Termination to the other party.
    c. Effects of Termination.
       1.) Termination notwithstanding, application properly received by NSO from the LGU before the effectivity of the termination, shall be processed and released in accordance with standing procedures.
       2.) Within a reasonable time after termination of the Agreement, the LGU shall uninstall or erase the BREQS software from all computers where the software is installed in.
       3.) Any Distribution CD, including back-up copies, covering the BREQS software will be returned to the NSO or destroyed.
    d. After termination of this Agreement, the servicing outlet may validly refuse to receive any application filed by the LGU through the System.

11. Miscellaneous Provisions:

a. All parties to the Agreement shall endeavor to provide the highest quality of service to the requesting public.
b. The NSO standard fees for the request for copy issuances and certifications are exclusive of any additional service fee the LGU may impose on its clients.
c. Information obtained from the application forms collected by the LGU should be considered as sensitive and not be shared or divulged unless they are for application purposes or for statistical purposes. In case of the latter, they must be in the form of tables and summaries.
d. Processing of BREQS requests are subject to the regular processing procedures of the NSO at the time of submission of said requests to the NSO.
e. Problem resolutions. Concerns regarding the System and requests made through the System are to be raised to the following levels, in this order: Serbilis Outlet, Office of the Civil Registrar General.
f. The terms of this Agreement shall be interpreted according to the laws of the Republic of the Philippines.
g. The entirety of this agreement shall not be affected by the nullity of a provision, or if a provision is contrary to law, morals or customs.

NOW THEREFORE, on motion of HON. LORETA ARIAS, Chairperson, SB Committee on Good Government, Public Ethics, Accountability and Civil Service and duly seconded by Hon. Suzette Marie Hilado-Banno, Hon. Suzette Tenefrancia-Alquisada, Hon. Agaton Tumabotabo, Hon. Norberto Turalba, Hon. Jose Tavarro, Jr., Hon. Elmer Torrato, Hon. Orvillo Tangente and Hon. Lea Torreflores,

RESOLVED, AS IT IS HEREBY RESOLVED, to authorize the Municipal Mayor, Hon. James Excelsior M. Torres, LGU-Tigbauan To Enter Into A Memorandum Of Agreement With The National Statistics Office, Region VI, Iloilo City In Connection With The Implementation Of The BREQ System In The Municipality,

RESOLVED FURTHER, to furnish copies of this Resolution to all concerned for their information and/or appropriate action.

APPROVED.

I HEREBY CERTIFY that the foregoing Resolution No. 2008-079 was approved by the Sangguniang Bayan.

CERTIFIED CORRECT:

MARLENE T. NAVA
S.B. Secretary

ATTESTED:

ROEL T. JARINA
Vice Mayor & Presiding Officer