EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE SB SESSION HALL, TIGBAUAN MUNICIPAL BUILDING TIGBAUAN, ILOILO ON MARCH 30 , 2012 AT 9:10 IN THE MORNING

PRESENT:

HON. ROEL T. JARINA,	Vice Mayor & Presiding Officer
HON. SUZETTE TENEFRANCIA-ALQUISADA,	SB Member
HON. DENNIS T. VALENCIA,	SB Member
HON. AGATON O. TUMABOTABO,	SB Member
HON. JOSE DONEL T. TRASPORTO,	SB Member
HON. LORETA LUNGAY-ARIAS,	SB Member
HON. ELMER T. TORRATO,	SB Member
HON. MARLON R. TERUÑEZ,	SB Member
HON. RICKY T. NULADA,	Pres., Liga Ng Mga Brgy.
HON. NYSSA NICHOLA T. CALLOSA,	SKMF President

ABSENT:

HON. ALFONSO C. BABIERA,	SB Member-(Forced Leave)

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Resolution No. 2012-026

RESOLUTION AUTHORIZING HON. JAMES EXCELSIOR M. TORRES, MUNICIPAL MAYOR TO REPRESENT THE MUNICIPALITY OF TIGBAUAN IN A MEMORANDUM OF AGREEMENT WITH THE OFFICE OF THE CIVIL REGISTRAR GENERAL IN THE IMPLEMENTATION OF THE PHILIPPINE CIVIL REGISTRY INFORMATION SYSTEM (PHILCRIS) PROGRAM OF THE NATIONAL GOVERNMENT.

WHEREAS, NSO has developed an updated software Philippine Civil Registry Information System (PhilCRIS) to deliver civil registry information management in a new, more user friendly and efficient way;

WHEREAS, the PhilCRIS is a software in Windows version of the Civil Registry Information System (CRIS DOS version). This software enables encoding of relevant information from civil registry documents, storage of vital data, query and retrieval of encoded records, printing and issuance of certified copies of encoded civil registry documents, generation of transmittal files, data management and maintenance of the local civil registry database;

WHEREAS, the use of PhilCRIS will enable the Local Government Unit (LGU)/Institution to print preview directly to the new civil registry forms;

WHEREAS, for and in consideration of the foregoing, the parties agree to the following terms and conditions:

1. **USE OF THE SYSTEM**

    a. By entering into this agreement, the LGU/Institution is given authorization to use the PhilCRIS free-of-charge in accordance with the rules and regulations set out for its purpose;
    b. The LGU/Institution shall be given one Distribution CD containing the PhilCRIS Software installer, user manual, and user forms together with the software parameters needed to use the application software on one computer;

c. The NSO grants license to the LGU/Institution on the use of the PhilCRIS software on the condition that it is not disassembled, decompiled or reengineered and the Distribution CD not sold, lent or shared to entities other than the implementation institution. It is understood that intellectual property rights for the PhilCRIS software belongs to the NSO.

2. RESPONSIBILITY OF THE NSO

a. Provide the complete set of parameters required to install the PhilCRIS software;
b. Provide the user manual and softcopy of the user forms needed by the LGU/Institution;
c. Provide technical support to the LGU/Institution subject to the provisions of Warranties of NSO. Technical support includes, but not limited to, assistance in the installation of the PhilCRIS software, troubleshooting PhilCRIS software and database problems, and provision of software patches and upgrades to the PhilCRIS software. This support does not include troubleshooting computer hardware problems and installing and configuring operating systems;
d. Provide revisions and/or upgrades of the PhilCRIS software, for free to those who entered into this agreement. 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 PhilCRIS software by the LGU/Institution.

3. RESPONSIBILITY OF THE LGU/Institution

a. Provide all relevant computer hardware and software environment, including protection from viruses, necessary to be able to use the PhilCRIS software;
b. Designate staff that will undergo the training on the use of the system conducted by the NSO. Training fees shall be on account of the LGU/Institution;
c. Send a copy of encoded civil registry records to the NSO Provincial Statistics Office within the first 10 days of the reference month;
d. Coordinate closely with the NSO Provincial Statistics Office on the proper operation and use of the system; and
e. Ensure the integrity of the System by, among other things, providing ample security against duplication of the Distribution CD, and unauthorized use of the system.

4. WARRANTY

a. NSO software warranty extends only to the proper usage of the PhilCRIS software and the intention for which the System was established. Any damage to the application software or Distribution CD, or inconvenience to the public arising from the unauthorized or unintended use of the system, shall not be the responsibility of the NSO;
b. NSO will replace damaged or destroyed Distribution CDs provided they arise from authorized end-user;
c. NSO will repair or affix any problem in the application software provided they arise from the proper use and installation of the project;
d. The parties hereby warrant that neither it nor its representatives have offered any government officer any consideration or commission for the Agreement, nor has it or its representative exerted or utilized a 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 violations of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filing of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the parties and/or its representatives.

5.   TERMINATION

This Agreement may be terminated as follows:

a.   Voluntary termination by either party upon receipt of written notice, 30-days prior to termination;

b.   Involuntary termination, in case the LGU/Institution committed the following:

   i.   Use or permit others to use PhilCRIS for commercial or profit-making purposes;

   ii.   Make copies or translation of PhilCRIS and the related manuals without written permission/consent of NSO;

   iii.   Make alterations in or disassemble any of the PhilCRIS programs or portions thereof, and in particular, erase, replace or modify any screen formats displayed by the programs during their execution;

   iv.   Sublicense, assign or transfer the license, sell, lease or grant any right on PhilCRIS to other parties;

   v.   Transmit PhilCRIS or portions thereof over telecommunications channels.

6.   UNDERTAKING

After termination of this MOA, the LGU/Institution undertakes to destroy its copy of PhilCRIS together with all the subsequent copies it has made and that it shall no longer be authorized to receive any new copy of PhilCRIS which the NSO might develop or produce henceforth.

7.   AMENDMENTS

No provision of this Memorandum of Agreement may be amended or modified except by written agreement signed by both parties.

8.   EFFECTIVITY

This Memorandum of Agreement takes effect upon date of signing of both parties, provided that the implementation of the System may be done after undergoing training conducted by the NSO, and shall remain in force unless otherwise terminated or revoked by either party.   Each party shall retain one signed copy of this MOA.

NOW THEREFORE, on motion of HON. JOSE DONEL T. TRASPORTO, Chairman, Committee on Rules, Ordinances and Resolutions and duly seconded by Hon. Agaton O. Tumabotabo, Hon. Loreta Lungay-Arias, Hon. Marlon R. Teruñez, and Hon. Ricky T. Nulada,

RESOLVED, to   Authorize Hon. James Excelsior M. Torres, Municipal Mayor To Represent The Municipality Of Tigbauan In A Memorandum Of Agreement With The Office Of The Civil Registrar General In The Implementation Of The Philippine Civil Registry Information System (PhilCRIS) Program Of The National Government,

RESOLVED FURTHER, to furnish a copy of this Resolution to the National Statistics Office for their information and/or appropriate action.

APPROVED.

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I HEREBY CERTIFY that the foregoing Resolution No. 2012-026 was approved by the Sangguniang Bayan.

MARLENE T. NAVA
S.B. Secretary

ATTESTED:

ROEL T. JARINA
Vice Mayor & Presiding Officer

HON. ROEL T. JARINA, M.D.
Municipal Vice Mayor

Sangguniang Bayan Members:

HON. SUZETTE T. ALQUISADA,CPA-Lawyer	HON JOSE DONEL T. TRASPORTO	HON. RICKY NULADA (LnB-Pres)
HON. DENNIS T. VALENCIA	HON. ELMER T. TORRATO	HON. NYSSA NICHOLA CALLOSA (SKMF-Pres)
HON. ALFONSO C.BABIERA	HON. LORETA LUNGAY-ARIAS	
HON. AGATON O. TUMABOTABO	HON. MARLON R. TERUÑEZ, Ph.D.	

"Public office is a public trust. Public Officials must at all times be accountable to the people."