



EXCERPT FROM THE MINUTES OF THE 15TH REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON APRIL 15, 2020 AT 2:30 IN THE AFTERNOON

PRESENT:

HON. VIRGILIO T. TERUEL	- Vice Mayor & Presiding Officer
HON. DENNIS T. VALENCIA	- S.B. Member
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President

ABSENT:

HON. NERI T. CAMIÑA	- S.B. Member (<i>on Self-quarantine</i>)
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member (<i>on Self-quarantine</i>)
HON. DYOSSA MARIE T. TERUÑEZ	-SKMF President(Special Priv. Leave)

Resolution No. 2020-038

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE T. AQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE ILOILO PROVINCIAL GOVERNMENT, REPRESENTED BY HON. ARTHUR R. DEFENSOR, JR., GOVERNOR, PROVINCE OF ILOILO, TO ALLOW THE LOCAL GOVERNMENT UNIT OF TIGBAUAN A SECURED ACCESS TO LISTAHANAN DATA MAINTAINED BY THE PROVINCIAL SOCIAL WELFARE AND DEVELOPMENT OFFICE.

WHEREAS, Listahanan or the National Household Targeting System for Poverty Reduction (NHTS-PR) is a household assessment program spearheaded by Department of Social Welfare and Development (DSWD) to identify poor Filipino households as basis for qualification in the programs and services of government agencies;

WHEREAS, the **Iloilo Provincial Government (IPG)** has entered into a Memorandum of Agreement with the Department of Social Welfare and Development Field Office VI to be allowed secured access to Listahanan data which will serve as basis in the selection of beneficiaries of social protection programs;

WHEREAS, the **Local Government Unit (LGU) of Tigbauan** is also mandated to exercise general supervision and control over all programs, projects, services, and activities of the municipal government for the welfare of the municipality and its inhabitants, specifically in the areas of agriculture, health, social welfare, maintenance of public works and highways, and environmental protection;

WHEREAS, the **LGU Tigbauan** shall identify the basic needs of the needy, the disadvantaged and the impoverished, and develop and implement appropriate measures to alleviate their problems and improve their living conditions;

WHEREAS, the **LGU Tigbauan** develop plans and strategies on social welfare programs and projects and implement them upon approval thereof by the Municipal Mayor;

WHEREAS, the **LGU Tigbauan** shall be allowed secured access to Listahanan data maintained by the **IPG**;

WHEREAS, the feedback from the **LGU Tigbauan** on the services and/or subsidies provided to the Listahanan-identified poor households is essential in strengthening the Project and in monitoring proper utilization of shared data according to agreed purpose;

WHEREAS, for and in consideration of the above premises, the Parties hereby agree as follows:

Obligations of the ILOILO PROVINCIAL GOVERNMENT (IPG) shall:

1. Act as and have duties and accountabilities of a personal information controller for all personal data acquired from the DSWD Listahanan Program;
2. Have in place reasonable and appropriate physical and organizational measures intended to protect personal data up to the date of sharing with the **LGU Tigbauan**, against incidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
3. Uphold the rights of the data subject in accordance with RA No. 10173 and relevant rules;
4. Have in place the required procedures or protocols so that any person or party acting under the authority of the **IPG** to have access to the personal data for sharing will respect and maintain confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from **IPG**;
5. Process and share personal data with the **LGU Tigbauan** in accordance with the Data Privacy Act, DSWD Data Sharing and privacy policies and guidelines, and the Iloilo Province Data Privacy Manual;
6. Provide the **LGU Tigbauan**, when so requested, with information vital to the proper use and protection of the shared data, particularly on relevant stipulations under the Data Privacy Act, DSWD Data Sharing and Privacy Policies and Guidelines, and the Iloilo Province Data Privacy Manual;
7. Respond within reasonable time, to information requests and complaints from data subjects concerning processing of the personal data by the **LGU Tigbauan** to the extent reasonably possible and with the information reasonably available to if the said **LGU** is unwilling and unable to respond;
8. Make available, upon request and following the procedures laid out in DSWD Data Sharing and Privacy Policies and Guidelines and the Iloilo Province Data Privacy Manual, a copy of this Agreement to the affected data subjects;
9. Provide the **LGU Tigbauan** with a password that will be used to access encrypted Listahanan data; provided that only the said **LGU**, through its duly authorized staff, will use such password.

The Obligations of the LGU TIGBAUAN shall:

1. Act as and have duties and accountabilities of a personal information controller for all personal data received from the **IPG** and covered under this Agreement;
2. Have in place appropriate physical, technical and organizational measures to protect the personal data received from the **IPG**, against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
3. Uphold the rights of the data subject in accordance with RA No. 10173 and relevant rules;
4. Receive and further process personal data from the **IPG** in accordance with RA No. 10173 and the data sharing and privacy policies of DSWD and the **IPG** described in the Iloilo Province Data Privacy Manual;
5. Have the legal authority to give warranties and fulfill the undertakings stipulated in this Agreement;
6. Have in place the required procedures or protocols so that any person or party acting under the authority of the **LGU Tigbauan** to have access to the personal data will be legally answerable to the **LGU Tigbauan** to respect and maintain the confidentiality and security of the personal data, and shall be obliged to process the personal data only on instructions from the said **LGU**;

- 7. Have no reason to believe, at the time of entering into this MOA, in the existence of any laws that would have a substantial adverse effects on the guarantees provided for under this Agreement, and it will inform the **IPG** if it becomes aware of any such laws;
- 8. Identify to the **IPG** a designated “data protection officer” within its organization authorized to respond to information requests and complaints concerning processing of the personal data, and will cooperate in good faith with the **IPG** and the data subject concerning all such inquiries within a reasonable time;
- 9. Allow the **IPG** to inspect the LGUTigbauan’s data processing facilities, data files, and documentation needed for processing to ascertain compliance with the warrantees and undertakings in this MOA;
- 10. Provide the **IPG** with information necessary for the sharing of personal data, including but not limited to specific data requirements, processes to be applied to the personal data, timeframe, as to when the said data will be needed, and the list of names of staff and respective position titles who will be authorized to access the Listahanan data;
- 11. Submit period feedback report to the **IPG** detailing how the shared Listahanan data was utilized; and
- 12. Indemnify the **IPG** against all costs, claims, damages, or expenses incurred by the Iloilo Provincial Government or for which the **IPG** may become liable due to any failure by the **LGU Tigbauan** or its employees, subcontractors, or agents, and any other party receiving the personal data from the said **LGU**, to comply with the obligations under this Agreement.


NOW, THEREFORE on motion of **HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO**, Vice Chairperson, Committee on Women, Family, Social Services and Senior Citizens and duly seconded by Hon. Dennis T. Valencia, Hon. Marlon R. Teruñez, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba and Hon. Jerry T. Tuares,

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette T. Aquisada, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the Iloilo Provincial Government, Represented by Hon. Arthur R. Defensor, Jr., Governor, Province of Iloilo, to Allow the Local Government Unit of Tigbauan a Secured Access to Listahanan Data Maintained by the Provincial Social Welfare and Development Office;

RESOLVED FURTHER, to furnish copies of this Resolution to Iloilo Provincial Governor, Arthur R. Defensor, Jr.; the Regional Director, DSWD Region VI, Iloilo City, to the Hon. Mayor, Atty. Suzette T. Aquisada, and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


ATTY. VIRGILIO T. TERUEL
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, LAWYER
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia	Hon. Suzette Marie Hilado-Banno, M.D.	Hon. Ma. Gerrylin Santuyo-Camposagrado, LLB,MPA
Hon. Neri T. Camiña	Hon. Reynaldo E. Tumabotabo	Hon. Norberto T. Turalba
Hon. Marlon R. Teruñez	Hon. Julius T. Ledesma,O.D.	Hon. Jerry T. Tuares, (LnB-Pres.)- Civil Engineer
		Hon. Dyossa Marie Teruñez (SKMF-Pres.)

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