

EXCERPT FROM THE MINUTES OF THE CY 2024 – **29th** REGULAR SESSION (*1st OUT- TO - BARANGAY SESSION*) OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT JUAN MARIQUINA MULTI-PURPOSE & EVACUATION CENTER, BRGY. BARROC, TIGBAUAN, ILOILO ON JULY 17, 2024 AT 10:20 IN THE MORNING

PRESENT:

HON. LUGEN T. ORTILANO,	-	Vice Mayor & Presiding Officer
HON. ADRIAN S. CAMPOSAGRADO	-	SB Member
HON. NERI T. CAMIÑA	-	SB Member
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. JULIUS T. LEDESMA	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. ANA ROWENA A. PERERA	-	SB Member
HON. GAYLORD T. TRASPORTO	-	Liga President
HON. FLORENCE JOY V. CABALONGA	-	SKMF President

ABSENT: NONE

Resolution No. 2024-120

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VI (DSWD FO VI) IN CONNECTION WITH THE PANTAWID PAMILYANG PILIPINO PROGRAM (4Ps) DATA SHARING AND NON-DISCLOSURE AGREEMENT

WHEREAS, in a letter dated July 15, 2024, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Granting Authority To Atty. Virgilio T. Teruel, Municipal Mayor, For And In Behalf Of The Municipality Of Tigbauan, To Enter Into A Memorandum Of Agreement (MOA) With The Department Of Social Welfare And Development Field Office Vi (DSWD FO VI) In Connection With The Pantawid Pamilyang Pilipino Program (4Ps) Data Sharing And Non-Disclosure Agreement”*

WHEREAS, the said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VI (DSWD FO VI)**, a National Government Agency with principal address at M. H. Del Pilar Street, Molo, Iloilo City, herein represented by its **REGIONAL DIRECTOR ATTY. CARMELO N. NOCHETE**, and hereinafter referred to as the **“First Party”**; and
- The **LOCAL GOVERNMENT UNIT OF TIGBAUAN**, local government unit with principal address at Poblacion 9, Tigbauan, Iloilo, herein represented by its Local Chief Executive **ATTY VIRGILIO T. TERUEL**, and hereinafter referred to as the **“Second Party”**

WHEREAS, Article XII, Section 1 of the 1987 Philippine Constitution states that, *“the goals of the national economy are a more equitable distribution of opportunities, income, and wealth; a sustained increase in the amount of goods and services produced by the nation for the benefit of the people; and an expanding productivity as the key to raising the quality of life for all, especially the underprivileged”*;

WHEREAS, the Philippine Constitution further declares that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

WHEREAS, the First Party is mandated under the Administrative Code of 1987 to provide a balanced approach to welfare whereby the needs and interests of the population are addressed not only at the outbreak of crisis but more importantly at the stage which would inexorably lead to such crisis, which strategy requires providing an integrated welfare package to its constituents needs and coordinating the service facilities required from such departments or agencies, governmental and non-governmental, which can best provide them;

WHEREAS, the First Party is mandated to assist other national government agencies (NGAs), local government units (LGUs), non-government organizations (NGOs), people's organizations (POs), and members of civil society in the implementation of programs, projects and services that will alleviate poverty and empower disadvantaged individuals, families and communities to improve their quality of life;

WHEREAS, Section 22 of Republic Act No. 10173 provides that all sensitive personal information maintained by the government , its agencies and instrumentalities shall be secured, as far as practicable, with the use of the most appropriate standard recognized by the information and communication technology industry, and as recommended by the National Privacy Commission (NPC), and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provided under the Data Privacy Act of 2012;

WHEREAS, NPC Circular 16-02 provides the rules governing data sharing agreements involving government agencies;

WHEREAS, the Regional Program Management Office of the Pantawid Pamilyang Pilipino Program (4Ps RPMO) is mandated as the national poverty reduction strategy and a human capital investment program that provides conditional cash transfer to poor households for a maximum period of seven (7) years, to improve the health, nutrition and education aspect of their lives;

WHEREAS, the Second Party is requesting preliminary data from the First Party regarding the programs Pantawid Pamilyang Pilipino Program (4Ps), for provision and referral of complementary support services to their 4Ps constituents;

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

I. PURPOSE OF THE DATA SHARING

To allow the Second Party access to data of Pantawid Pamilyang Pilipino Program (4Ps), in terms of: 1) Number of beneficiaries of the program of the requesting city/municipality for 2024. In the case of list of 4Ps beneficiaries, the following details are needed: 1) Name of Grantee; 2) Home Address; and 3) Contact Numbers. The data will be utilized for the provision and referral of 4Ps households to complementary support services based in their SWDI.

II. OBLIGATIONS OF THE FIRST PARTY

The First Party shall:

1. *Act as and have the duties and accountabilities of a personal information controller for all personal data processed by Pantawid Pamilyang Pilipino Program (4Ps) RPMOs Field Office VI;*

2. Have in place reasonable and appropriate physical, technical and organizational measures intended to protect personal data up to the date of sharing with the Second Party, 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 Republic Act 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 First Party who have access to the personal data for sharing will respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the First Party;
5. Process and share personal data with the Second Party in accordance with the Data Privacy Act, DSWD data sharing and privacy policies and guidelines, and the requirements specified in Annex A of this Agreement;
6. Provide the Second Party, 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 and DSWD data sharing and privacy policies and guidelines;
7. Respond, within reasonable time, to information requests and complaints from data subjects concerning processing of the personal data by the Second Party to the extent reasonably possible and with the information reasonably available to it if the Second Party is unwilling and unable to respond; and
8. Make available, upon request and following the procedures laid out in DSWD data sharing and privacy policies and guidelines, a copy of this Agreement to the affected data subjects; and

III. OBLIGATIONS OF THE SECOND PARTY

The Second Party shall:

1. Act as and have the duties and accountabilities of a personal information controller for all personal data received from the First Party and covered under this Agreement;
2. Have in place appropriate physical, technical, and organizational measures to protect the personal data received from the First Party 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 Republic Act No. 10173 and relevant rules;
4. Receive and further process personal data from the First Party in accordance with Republic Act No. 10173 and the data sharing and privacy policies and guidelines of the First Party, and for purposes described in Annex A;
5. Have the legal authority to give warranties and fulfill the undertakings set out in this Agreement;
6. Have in place the required procedures or protocols so that any person or party acting under the authority of the Second Party to have access to the personal data will be legally answerable to the Second Party to respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the Second Party;
7. Not disclose or transfer the personal data to a third party, except those disclosures authorized by law, or provided that any such transfer or disclosure of personal data to be made by the Second Party to a third-party personal information controller will be:
 - a. The sole responsibility of the Second Party as a personal information controller, and therefore, will no longer be the accountability or liability of the First Party;
 - b. Compliant with the Data Privacy Act of 2012, its IRR and other relevant laws, and executed with adequate safeguards in place for the protection of personal data; and
 - c. The Second Party commits to observe the strictest confidentiality concerning the personal data it shall collect, process, or access to in the performance of its duties and functions, and refrain from disclosing them to any other natural or legal person, including among its workers and other staff, not expressly authorized to access the personal data. This non-disclosure and confidentiality obligation shall stay unaffected without limitation in time, even in the case of resignation or termination from employment, end of term or appointment of the Second Party's authorized personnel or officer handling such data.
8. Have no reason to believe, at the time of entering into this Agreement, in the existence of any laws that would have a substantial adverse effect on the guarantees provided for under this Agreement, and it will inform the First Party if it becomes aware of any such laws;
9. Identify to the First Party 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 First Party, the data subject and the NPC concerning all such inquiries within a reasonable time;

- 10. Upon reasonable request of the First Party, submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certification by the NPC to ascertain compliance with the warrantees and undertakings in this Agreement, with reasonable notice and during business hours;
- 11. Provide the First Party 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 the staff and respective position titles who will be authorized to access the DSWD FO VI 4Ps RPMO data;
- 12. Submit periodic feedback report form on data utilization as provided by the First Party; and
- 13. Use the data solely for the provision and referral of 4Ps households to complementary support services.

NOW, THEREFORE, on motion of HON. ANA ROWENA A. PERERA, Chairperson, Committee on Women, Family, Social Services & Indigents, and duly seconded by Hon. Adrian S. Camposagrado, Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Gaylord T. Trasporto and Hon. Florence Joy V. Cabalonga,

BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by the Sangguniang Bayan to grant authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Municipality of Tigbauan, to enter into a Memorandum of Agreement (MOA) with the Department of Social Welfare and Development Field Office VI (DSWD FO VI) in connection with the Pantawid Pamilyang Pilipino Program (4Ps) Data Sharing and Non-Disclosure Agreement;

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Virgilio T. Teruel, to the Municipal Social Welfare and Development Office, and to all concerned for their information and/or appropriate action.

APPROVED.



CERTIFIED CORRECT:

MARLENE TAYO-NAVA
SB Secretary

ATTESTED:



LUGENT T. ORTILANO
Vice Mayor & Presiding Officer

HON. LUGEN T. ORTILANO
Municipal Vice Mayor

Sangguniang Bayan Members:

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO

HON. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.
HON. JOEL L. SAYSON

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. GAYLORD T. TRASPORTO, LnB President
HON. FLORENCE JOY V. CABALONGA, PPSK President