



Republic of the Philippines
PROVINCE OF ZAMBOANGA DEL NORTE
Municipality of Siayan



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 25TH DAY OF APRIL 2022.

PRESENT:

Hon. Primitivo D. Castillo, Presiding Officer,
Hon. Emelyn P. Tulawe, Presiding Officer Pro-Tempore
Hon. Estrella S. Zapatos,
Hon. Vanessa Lyn B. Atuy,
Hon. Oliver A. Romero, Floor Leader
~~Hon. Ma. Roselyn G. Secretario,~~
Hon. Rico V. Jamisola,
Hon. Rey L. Anugon, Assistant Floor Leader
Hon. Alfredo R. Labastida
Hon. Maribel C. Okay, ABC President,
Hon. Phil A. Saraga, SK Fed. President,
Hon. Johnny C. Anugon, Sr., IPMR, O.B.

Municipal Vice Mayor
Sangguniang Bayan Member

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ABSENT:

None

***RESOLUTION NO. 064**

Series of 2022

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PHILIPPINE NATIONAL STATISTICS AUTHORITY (PSA), REPRESENTED BY ITS REGIONAL DIRECTOR MEWCHUN W.S. PAMARAN FOR THE "PHILSY'S BIRTH REGISTRATION ASSISTANCE PROJECT FOR THIS MUNICIPALITY.

WHEREAS, as stipulated in the MOA this project aims to increase civil registration in marginalized communities, particularly those belonging to the indigenous peoples (IP), Muslim Filipinos and the poorest sector;

WHEREFORE, premise of the foregoing consideration and on motion of Hon. Emelyn P. Tulawe, duly seconded by Hon. Estrella S. Zapatos, it was

RESOLVED, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PHILIPPINE NATIONAL STATISTICS AUTHORITY (PSA), REPRESENTED BY ITS REGIONAL DIRECTOR MEWCHUNWS. PAMARAN FOR THE "PHILSY'S BIRTH REGISTRATION ASSISTANCE PROJECT FOR THIS MUNICIPALITY.**

RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information, reference and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing resolution.

**CERTIFIED CORRECT
AS TO ITS PAGES:**

PRIMITIVO D. CASTILLO
Municipal Vice Mayor
(Presiding Officer)

WILFREDO O. DOMPALES
Sangguniang Bayan Secretary

**Memorandum of Agreement between the
PSA Region IX and the
Local Government Unit of Siayan**

MEMORANDUM OF AGREEMENT

The **PHILIPPINE STATISTICS AUTHORITY**, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila, headed by Undersecretary **CLAIRE DENNIS S. MAPA, Ph.D.**, and duly represented by Regional Director **MEWCHUN WS. PAMARAN**, and hereinafter referred as "PSA";

and

The **MUNICIPALITY OF SIAYAN**, a duly created government entity, with principal address at Municipal Hall Complex, Poblacion, Siayan, Zamboanga del Norte herein referred to as "**Municipal Government of Siayan**" and duly represented by the Municipal Mayor, **HON. ATTY. JOSECOR S. GEPOLONGCA**.

The PSA and Municipal Government of Siayan are, hereinafter referred to as PARTIES, and individually referred to as PARTY or by the acronym of their agency names.

WITNESSETH THAT:

WHEREAS, the PSA created under Republic Act No. 10625 or the Philippine Statistical Act which took effect last 12 September 2013 is mandated to collect, compile, analyze, abstract and publish statistical information relating to the country's economic, social, demographic, political affairs and general activities and condition of the people;

WHEREAS, the PSA is headed by the National Statistician and Civil Registrar General as provided under RA 10625 and its Implementing Rules and Regulations;

WHEREAS, the PSA under Rule 11 Article (c) of the IRR of RA 10625 states that the National Statistician who is also the Civil Registrar General shall provide overall direction in the implementation of the Civil Registry Law related issuances and exercise technical supervision over the civil registrars;

WHEREAS, the National Statistician who is also the Civil Registrar General represents the PSA as signatory to all contracts, researches and other awards as provided under Rule 11 Art. 16 (g) of IRR of RA10625;

WHEREAS, the proposed project entitled "**PhilSys Birth Registration Assistance Project for the Municipality of Siayan**" aims to increase civil registration in marginalized communities, particularly those belonging to the Indigenous Peoples (IP), Muslim Filipinos, and the poorest sector;

WHEREAS, the municipality of Siayan have manifested their cooperation by allowing the conduct of Mobile Registration in the municipality to provide services to its constituents;



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph

WHEREAS, the PSA in collaboration with the Department of Interior and Local Government (DILG) and the Local Government Units through the Municipal Government of Siayan principally aim to register those unregistered births aligned with the creation of a single identity card for all Filipinos pursuant to the Philippine Identification System Act (Republic Act No. 11055)

WHEREAS, the Sanggunian Bayan Resolution No. _____ authorizing the Mayor on behalf of the Municipal Government of Siayan to enter and sign a Memorandum of Agreement with the PSA in relation to the conduct of Mobile Registration in the Municipality of Siayan.

PROJECT GOALS AND OBJECTIVES

1. To enhance for a more intensified campaign in improving civil registration aligned with the three (3) goals of the Civil Registration and Vital Statistics Decade (CRVS) for 2015-2024 which are:
 - a. Universal civil registration of births, deaths, and other vital events;
 - b. All individuals with legal documentation to claim identity, civil status, and ensuring rights, and
 - c. Accurate, complete, and timely vital registration are produced and disseminated.
2. To register those unregistered births and other civil registry documents, especially IPs, Muslim Filipinos, and the poorest sector covering all the barangays in the municipality;
3. Assist in the processing of out-of-town registrations of births and other civil registry documents for unregistered residents in the municipality;
4. Verify from the PSA Civil Registry System database the existence of birth or other civil registry records to avoid double or multiple registration through Omnibus Certification;
5. Implement Philippine Civil Registry Information System (PhilCRIS) in the mobile registrations; and
6. Register the PhilID of the birth registrants.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PSA and the Municipal Government of Siayan hereby agree on the following terms and conditions;

ARTICLE I TERMS OF RESPONSIBILITIES

Section 1. Municipal Government of Siayan shall:

1. Provide security and ensure safety for the entire duration of the PhilSys Birth Registration Assistance Project in the municipality;
2. Assist in the registration of applicants for delayed registration;
3. Provide the necessary support resources for the conduct of the PhilSys Birth Registration Assistance Project of Siayan;

4. Provide a list of identified applicants and the required information for the late registration subject for the verification from PSA of the existence of record in the latter's Civil Registry System (CRS) database;

For purposes of verification, the following information are necessary:

- a. Full Name (first name, middle name, and last name)
 - b. Date of Birth
 - c. Place of Birth
 - d. Mother's Maiden Name
 - e. Father's Name
5. Assist in the maintenance of peace and order situation during and after the conduct of the project;
 6. Observe the implementation of PSA issued policies, rules and regulations and guidelines;
 7. Provide additional personnel to assist PSA during the PhilSys Birth Registration Assistance Project
 8. Coordinate with the Association of Barangay Captains (ABCs) of the municipality to waive the penalties on the delayed registration and relaxation of documentary requirements.
 9. Provide assistance to individuals in excess of the quota for the issuance of civil registry documents
 10. Implement the Philippine Civil Registry Information System (PhilCRIS)

Section 2. **PSA shall:**

1. Conduct a Mobile Registration in coordination with the PSA Regional Statistical Services Office, PSA Provincial Statistical Office, and Local Civil Registry Offices which includes the following:
 - a. Verification of civil registry documents prior to registration through an Omnibus Certification
 - b. Registration process
 - c. Out-of-town registration
 - d. Legal consultation (Virtual or Face-to-face, if applicable)
 - e. Information dissemination
 - f. Copy issuance of civil registry documents
2. Verify from CRS database whether the applicant mentioned in Section 1.4 has birth record. Results can either be positive or negative.
3. Provide the results of the verification of the list of applicants who have a record and no record in PSA's database.
4. Issue COLBs in Security Paper to the registrants free of charge limited to _____ (target number of registrants). In excess of the target number of registrants, the LGU may provide assistance to the clients. However, in terms of verification and subsequent issuance of Omnibus Certification, the PSA can cater beyond the target number of registrants.
5. Provide training for the use of PhilCRIS, basic concepts on filling out the Certificate of Live Birth, and out-of-town processing.

6. Be responsible for the overall and general management of the PhilSys Birth Registration Assistance Project.
7. Register the PhilID of the identified target beneficiaries.

Section 3. Procedures

1. PSA Verification resulting to Positive

- a. The client or applicant shall be advised to file a request for a copy of the civil registry document (Certificate of Live Birth (COLB) at the nearest PSA CRS Outlet, PSA authorized channel, or LGU BREQS subject for payment on the account of the requesting party or by the LGU. The PSA shall not shoulder any fee for any request of COLB in Security Paper due to verification resulting to positive.
- b. Identification document and authorization letter are required in the release of the said certificates in case requester is not the owner of the document in compliance with PSA's Memorandum Circular No. 2019-15, PSA's Memorandum Circular No. 2019-16, and the Data Privacy Act of 2012.

2. PSA Verification resulting to Negative

- a. The applicant shall be required to submit supporting documents for late registration process either at the concerned Local Civil Registry Office (LCRO) on-site, or through the assistance of the PSA RSSO/PSO, if the application is for out-of-town registration or if the place of vital event is outside the region/province/municipality;
- b. Applicant/s for late registration shall be assisted by LCRO/PSA in accomplishing the registration form. (Municipal Form 102)
- c. The LCRO/PSA shall review the accomplished registration form and screen the requirements for delayed registration;
- d. For those undergoing delayed registration with the concerned LCRO on-site, the applications will be accepted for registration upon compliance of the 10-day notice of posting;
- e. For applications filed for delayed registration thru out-of-town registration facilitated by PSA RSSO/PSO, the set of documents shall be sent by the Provincial Statistical Office for submission to the concerned Local Civil Registrar Office for the processing of late registration;
- f. PSA RSSO/PSO to submit the listing of out-of-town late registrants to PSA Central Office for monitoring of registrations under this Project;
- g. If the required documents are complete, the Local Civil Registrar (LCR) shall process the application for late registration, otherwise, the same shall be sent back to the PSA thru PSO and the applicant shall be informed thereof;
- h. The Certificate of Live Birth prepared and registered by LCROs on-site shall be forwarded to PSA for loading in the PSA's database;

- i. PSA shall advise the LCR that the COLB is already available for request by the document owner. The LCR shall likewise advise the document owner/applicant.

ARTICLE II MISCELLANEOUS PROVISIONS

Both parties shall adhere to data privacy and confidentiality of information pursuant to the Data Privacy Act of 2012 and other relevant rules and regulations.

Nothing in this agreement shall limit the PSA to implement or impose additional rules in the operation of the PSA Mobile Registration.

The implementation of this MOA shall be under the direct supervision and control of the National Statistician and Civil Registrar General, through the Deputy National Statistician of the Civil Registration and Central Support Office, for the PSA, and by the Office of the Municipal Government of Siayan

ARTICLE III CONFIDENTIALITY CLAUSE

All information, data, and records acquired by virtue of this Agreement shall keep confidential and shall not be used, sold, shared, disclosed, or divulged to any person or entity, unless otherwise allowed by law, rules, and regulations.

The confidentiality and data privacy shall be strictly observed even after the termination of this Agreement.

ARTICLE IV OWNERSHIP

Ownership of the software, materials, and forms are not transferred to the Municipal Government of Siayan. Absolute right or ownership to the same remains with PSA. Any lending, renting, public access, licensing, reproduction, presentation, publication or translation of the software shall be prohibited.

ARTICLE V TERMINATION OF AGREEMENT

Voluntary Termination- this Agreement may be terminated by mutual written consent of both parties or written notice given by either party to the other, in which event, the termination shall be effective thirty (30) days from receipt of such notice.

Involuntary Termination- takes effect immediately upon serving of the written notice of termination to the other party based on any of the following grounds:

- i. Violation of any terms and conditions of this Agreement;
- ii. Commission of any act, lawful or unlawful, which is prejudicial to the interest of either party contained in this Agreement; and
- iii. Other analogous grounds.

If the Memorandum of Agreement is terminated, steps must be undertaken to ensure that the termination does not affect any activity already in progress or on-going campaign.

**ARTICLE VI
AMENDMENT AND EXTENSIONS**

This Memorandum of Agreement shall not be amended or modified except by written agreement by both parties.

**ARTICLE VII
DATE OF EFFECTIVITY AND PERIOD, AMENDMENT, REVISION,
AND MODIFICATION OF THE MOA**

This MOA shall take effect upon the date of signing of both parties and shall be valid for a period of one (1) year from the signing of this MOA and shall remain in force unless otherwise sooner terminated by both or either party.

This MOA may be extended for another three (3) years from its termination and/or such period as both parties may determine, subject to the performance evaluation result, availability of resources and funds deemed necessary for the operations of the PSA Mobile Registration.

No supplemental, amendment, or modification of this MOA shall be binding unless it is in writing and signed by all parties.

**ARTICLE VIII
SEVERALITY CLAUSE**

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**ARTICLE IX
PROBLEM RESOLUTION**

The parties shall endeavor to resolve any disagreement arising from or in connection with this Agreement, in an amicable manner by direct informal negotiation. Should the parties fail to resolve the dispute after thirty (30) days from commencement of the informal negotiations, the dispute shall be settled in accordance with the Rules on Alternative Dispute Resolution (ADR) for the Dispute between National Government Agencies.

**ARTICLE X
VENUE**

It is hereby expressly agreed by the Parties that the venue of any court action/litigation by virtue of any breach/violation of the terms and condition of this Agreement shall be at Quezon City, to the exclusion of all other courts.

**ARTICLE XI
APPLICABLE LAW**

The terms of this Agreement shall be interpreted according to the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties hereby affix their signatures below this ____ day of
____ 2022 in _____.

PHILIPPINE STATISTICS AUTHORITY:

**MUNICIPAL GOVERNMENT OF
SIAYAN:**

By:

By:

MEWCHUN WS. PAMARAN
Regional Director
PSA RSSO

ATTY. JOSECOR S. GEPOLONGCA
Municipal Mayor
Municipality of Siayan

SIGNED IN THE PRESENCE OF:

MA. LILA D. DAAN

Chief Statistical Specialist

EDNA D. KISKIS

Statistical Specialist 11

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES S.S.

Before me appeared a Notary Public, this _____ day of _____, 2021 at _____, Philippine, personally appeared _____ with valid identification (ID) No. _____ valid until _____ issues on _____ at _____, and _____ with valid government identification (ID) No. _____ valid until _____ issued on _____ at _____, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed.

This instrument consisting of eight (8) pages including this page, wherein the acknowledged is written, has been signed by the parties their instrumental witnesses on each page thereof and relates to a Memorandum of Agreement.

WITNESS MY HAND AND SEAL on the date and place above written.

NOTARY PUBLIC

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of: _____.