

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**"PHILIPPINE STATISTICS AUTHORITY**, a government agency duly established under Republic Act No. 10625 or the "Philippine Statistical Act of 2013" with office address at PSA Complex, East Avenue, Diliman Quezon City 1101 Philippines, represented by Undersecretary **CLAIRE DENNIS S. MAPA, PhD**, National Statistician and Civil Registrar General, and Regional Director **MEWCHUN W.S PAMARAN**, Regional Statistical Services Office IX herein referred to as the **"FIRST PARTY"**

and

The **Municipality of Siayan, Zamboanga del Norte**, a local government unit duly created by law under **RA 4989**, with office address at Municipal Hall Complex, Poblacion, Siayan, Zamboanga del Norte, hereinafter represented by Honorable **ALBERTO J. BONGCAWEL**, Municipal Mayor, herein referred to as the **"SECOND PARTY"**

### WITNESSETH

**WHEREAS**, the First Party, through the Civil Registry System Information Technology Project (CRS-ITP), has establish On-Line Civil Registry System (CRS) Outlets in various locations of the Philippines to serve as service points for the decentralized servicing of requests for Civil Registry Documents (CRDs) from the public;

**WHEREAS**, there is still the need to extend the availability of these service points and bring them closer to the public;

**WHEREAS**, the Second Party, through the Office of the City/Municipal Civil Registrar, as part of its mandate, receives request for issuance of CRDs registered in the city/municipality;

**WHEREAS**, the Second Party is interested in providing a more extensive service to its constituents relative to vital events (i.e., Birth, Marriage, and Death) and documents registered in the municipality/city including those that may have been registered in other localities;



**WHEREAS**, the First Party has developed the **BATCH REQUEST SYSTEM (BREQS)** - to be known as "BREQS", a system to be used by the Second Party which provides an off-line method of encoding request for CRDs and submission thereof to an on-line CRS Outlets of the First Party.

**WHEREAS**, the use of the BREQS will enable the Second Party to benefit from the CRS-ITP by providing a facility where its constituents can secure copies of CRDs issued by a CRS Outlet.

**WHEREAS**, the Second Party has the authority to enter into this Agreement by virtue of a Resolution passed by the concerned *Sanggunian* (copy thereof is hereto attached as **Annex A**).

**WHEREAS**, the PSA and LGU are hereinafter referred to as parties and individually referred to as First Party and Second Party, respectively.

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

## **I. SCOPE OF AGREEMENT**

This Agreement covers only the use by the Second Party of the BREQS.

The BREQS shall include:

- a. The BREQS application software or the BREQS software for encoding details of requests for copy issuances and CRDs particularly request for the following:
  - i. Certificate of Live Birth (COLB)
  - ii. Certificate of Marriage (COM)
  - iii. Certificate of Death (COD)
  - iv. Certificate of No Marriage (CENOMAR)
  - v. Advisory on Marriages (AOM)
  - vi. Court Decision/Legal Instrument (CDLI)
  - vii. Annotated Civil Registry Document (Civil Registry Documents Subject to Court Decrees, Legal Instruments and Administrative Corrections and/or Changes)

The BREQS software also have capabilities for querying and batching the records and generation of reports. The BREQS



application software was developed for the CRS-IT Project and is exclusively owned by the First Party.

- b. The procedures and the conventions set out for accepting requests, submissions of batches of requests and releasing of documents to clients.
- c. The prescribed user forms for encoding details of the request, acknowledging receipt of payment, and transmittal of data to the CRS Outlet. The Second Party may make alterations to the suggested formats such as but not limited to, adding its logo, making the forms more user - friendly, and other modification that are deemed necessary as time passes by.

## **II. USE OF BREQS**

- a. By entering into this Agreement, the Second Party is given the authority to use the BREQS free-of-charge in accordance with the rules and regulations set out for its purpose;
- b. The Second Party shall be provided with an encrypted file accessible through a secure PSA cloud storage link containing the BREQS software installer, user manuals, user forms, etc. together with the software parameters needed to use the application software on ONE computer.
- c. The First Party grants the Second Party authority to use the BREQS software on the condition that it is not disassembled, decompiled or reengineered and the link for BREQS installer should not be shared to entities other than the implementing unit designated by the Second Party. The Second Party further recognizes the Intellectual Property rights of the First Party as the owner of the Batch Request System (BREQS);
- d. The servicing CRS Outlet shall process all fully paid batches of application form (AF's) and release the results to the Second Party on the scheduled date.

## **III. RESPONSIBILITIES OF THE FIRST PARTY**

- a. Assign the CRS \_\_\_\_\_, the nearest outlet, as the servicing outlet to process the BREQS requests of the Second



Party. The designated outlet shall also serve as the primary contact point between the Second Party and the First Party.

- b. Provide the complete set of parameters required to install the BREQS software.
- c. Provide the user manual, process flows, PSA Bank account details and soft copy of the user forms needed by the Local Civil Registry of the City/Municipality of **Siayan, Zamboanga del Norte**. Apart from the PSA Bank account details, the Local Civil Registry of the City/Municipality of **Siayan, Zamboanga del Norte** 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 Second Party.

A request shall be processed strictly in accordance with the information contained in the application form. BREQS request of the Second Party shall be accorded the same quality of service given to other requests being processed strictly in accordance with the information contained in the application form.

- e. Provide technical support to the Second Party subject to the provisions of Warranties of First Party. Technical support include assistance in the installation of the BREQS software, troubleshooting BREQS software and database problems, and provision of software patches and upgrades to the BREQS software. This support does not include troubleshooting computer hardware problems and installing and configuring operating system.
- f. Provide revisions and/or upgrades of the BREQS software, for free. In cases where the Second Party was not able to open or access the link for the BREQS installer, the First Party will resend the link upon a clear showing that the link is inaccessible.
- g. Communicate to the Second Party any adjustments on First Party standard fees for requests for copy issuances and certifications at least 30 calendar days before the changes in fees take effect.



- h. Cascade or disseminate relevant information pertaining to issuances, policies and guidelines in relation to civil registration.
- i. Observe the following periods for the processing of CRDS:
  - i. For converted documents, or documents which have been converted to digitized format, the processing period is within three (3) working days from receipt/confirmation of payment.
  - ii. For unconverted documents, or those which have not been loaded in the database, the processing period is seven (7) working days from receipt/confirmation of payment.
  - iii. For CENOMAR / Advisory of Marriage requests, the processing period is within three (3) working days from receipt/confirmation of payment.
- j. To conduct random and regular audits and post audits of the process flow of Second party to ensure compliance with ARTA, Data Privacy Act of 2012, and other relevant laws.

#### **IV. RESPONSIBILITIES OF THE SECOND PARTY**

- a. Designate the Local Civil Registry Office (LCRO) of the Second Party as the implementing unit of the BREQS.
- b. Provide all relevant computer hardware and software assigned environment, including protection from viruses, necessary to be able to use the BREQS software. In addition, the Second Party must provide all necessary personnel required as a result of the implementation of the system.
- c. Provide written designation of responsible officers assigned as BREQS Operations Manager who shall be in-charge of the day-to-day operations of the System for Second Party, as required in National Privacy Commission Circular No. 2020-03 dated 23 December 2020 on Data Sharing Agreements and other relevant issuances.
- d. Provide written designation of staff who will undergo the training on the use of the System conducted by the First Party. Training fees shall be on the account of Second Party if the training is



done face-to-face. No training fees shall be charged if training is done virtually or online.

- e. Take measures to ensure that clients requesting documents provide the correct and required information and that the information are properly encoded, including assurance that the requester's information details are mandatorily provided in the Application Forms and signed by the requester upon release.
- f. Comply with all requirements and provisions set out in the latest BREQS Operations Guide including the requirements in filing of multiple requests in accordance with the PSA Memorandum Circular 2019-27 (Guidelines In Filing of Multiple Request for Copy Issuance Authentication and Certification of Civil Registry Documents from Authorized Representative/s. (copy thereof is attached as **Annex B**)
- g. Accept, request, process, and release the documents to the client subject to the identification and authorization requirements in compliance to the PSA Memorandum Circular No. 2019-15A (Amendment to Memorandum Circular No. 2019-15 dated 11 June 2019 regarding the Guidelines on the issuance of the Civil Registry Documents (CRDs)/ Certifications including Authentication) and pursuant to the Data Privacy Act of 2012. (copy thereof is attached as **Annex C** and PSA Memorandum Circular 2019-16A (Amendment of Memorandum Circular No. 2019-16 re: Strict Implementation of the Presentation of Valid Identification (ID) cards/Identity Documents in the Issuance of Civil Registry Documents/ Certifications from the PSA dated 11 June 2019) as **Annex D**.
- h. The Second Party shall sort, put together and check that all the requests are compliant with the guidelines issued by the First Party before submitting the BREQS batch and payment to the CRS Outlet designated by the First Party as the Second Party's servicing outlet.
- i. Observe the implementation of First Party issued policies, rules and regulations and guidelines.
- j. To maintain adequate memorandum issuances of applications pursuant to existing PSA rules.



- k. Check if the application form is properly filled out.
- l. Take measures to ensure that clients requesting for documents provide the correct and required information and that the information are properly encoded.
- m. Submit the files through PSA CRS Website, the corresponding proof of payments after consolidation and validation of the batch requests, within reasonable period, in compliance with ARTA provisions and other related laws, after receipt to the CRS Outlet designated to service the Second Party requests; or
- n. Remit to the First Party the standard fee of One Hundred Fifty-Five Pesos (P155.00) (Office Memorandum No. 2018-17) per every copy of a COLB, COM, and COD and Two Hundred Ten Pesos (P210.00) (Office Memorandum No. 2018-17) for every copy of Certificate of No Marriage (CENOMAR), regardless of conversion status of the document requested.
- o. Other than the First Party Official Receipt (OR), Second Party shall provide a breakdown of fees collected and its acknowledgement receipt of the payment for the add-on (service) fees in the amount of **P100.00 Pesos** to its clients
- p. The releasing officer should maintain a file of Application Form/s, Authorization Letter/Special Power of Attorney (SPA) and photocopies of IDs of the document owners and/or authorized representatives for ready reference in the future, in compliance with ARTA, NPC and PSA issuances. **Physical copies of the Application Forms, LOA/SPA and IDs are to be retained within 60 days and maintain scanned copies for future reference.**
- q. To deposit the payment at:

Settlement Bank/ Branch	Landbank of the Philippines UN Ave.
Deposit Account Name	PSA CRS-ITP
Account number	1442 2220 09

Settlement Bank/ Branch	Philippine National Bank
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Deposit Account Name	PSA CRS ITP
Account number	1653 7000 7148

- r. Second Party shall also observe the applicable provisions of RA No. 11032 also known as Ease of Doing Business Act in the prompt release of processed documents to the document owner. RA No. 10173 also known as the Data Privacy Act of 2012, its implementing rules and regulations, and other relevant issuances of the National Privacy Commission and other government agencies relating to data security shall be strictly observed to ensure that the general data privacy principles are observed, and the processed document is properly released to the document owner or to authorized person as the case may be.
- s. Ensure the implementation of the "zero-contact" policy.
- t. Ensure that the subject service is included as part of the Citizen's Charter of the Local Civil Registrar of the LGU of the Municipality of Siayan, Zamboanga del Norte.
- u. All promotional activities regarding the subject services shall be subject to the approval in writing of PSA and shall be at the sole cost of the Second Party.
- v. Second Party shall submit to First Party the following:
  - i. Monthly report covering its transactions containing, among others, clients' complaints, unclaimed civil registry documents, and others.
  - ii. All unclaimed civil registry documents, used Application Forms, photocopies of Identification cards, authorization letters and transmittal shall be submitted for proper disposal in accordance with National Archives of the Philippines (NAP) guidelines after proper inspection by First Party. Second Party commits to provide adequate space for storage, custody, and safety of all the following documents until disposal as may be authorized by the NAP.
  - iii. Monthly summary report on the conducted Customer Satisfaction Survey using the CSC prescribed form for



Client's Feedback with corresponding Action Plan for resolution of Client's issues and concerns.

- iv. List of Authorized Liaison Officers responsible for transmitting the request from Second Party and for pick-up of the process civil registry documents from First Party to Second Party.
- v. To submit to PSA's conduct of random, regular and post audits of the processes to ensure compliance with ARTA and to the memorandum issuances pursuant to RA No. 10173 or, Data Privacy Act of 2012, and other relevant laws.
- w. All promotional activities regarding the subject services shall be subject to the approval in writing of PSA and shall be at the sole cost of the Second Party.
- x. Second Party service must promote the merits of their service but never at the expense of the First Party. Therefore, First Party shall always be portrayed in a positive light.

## **V. WARRANTY**

- a. First Party software warranty extends only to the proper usage of the BREQS software and the intention for which the System was established. Any damage to the application software or inconvenience to the public arising from the unauthorized or unintended use of the System, shall not be the responsibility of the First Party.
- b. First Party will troubleshoot or fix any problem in the application software provided they arise from the proper use and installation of the product.
- c. 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 representative 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.



- d. Any material violation 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 erring party and/or representative/s.
- e. Both parties warrant that they will ensure compliance with the requirements of Republic Act No. 10173, or the Data Privacy Act of 2012, its implementing rules and regulations, and other issuances of the National Privacy Commission, including obtaining the appropriate consent from the data subjects for Second Party to process their personal and sensitive personal information, on behalf of the Philippine Statistics Authority, as well as implementing reasonable and appropriate security measures and on upholding the rights of data subjects.
- f. It is understood that the parties in this Memorandum of Agreement are independent entities. Apart from the relationship as outlined and agreed upon by the First Party and the Second Party in this MOA, no other relationship of any kind among the parties is created or intended to be created hereby or otherwise exists.

## VI. DISCLAIMER

- a. First Party is not responsible for results which arise from mistakes committed by the client or the second party in providing information in the application form including the encoding thereof.
- b. First Party is not responsible for delay in the processing of requests that have not been submitted or fully-paid by the Second Party.
- c. First Party is not responsible for the loss of documents (printed CRDs and Official Receipts including Transmittal, if any) through force majeure that occur while documents are in transit to or from the First Party, either by way of mail or First Party Liaison officer.
- d. In case of loss, the Second Party shall prepare an incident report to PSA **within 24 hours**.



- e. First Party is not responsible for loss of money entrusted to the Liaison Officer.
- f. By applying through BREQS, it is understood that the client authorized the Second Party to apply for copies of documents or certifications and receive the result, on behalf of the former. Thus, to implement this provision, Second Party may require requesters to execute an authorization letter in favor of the Second Party for this purpose.
- g. Under no circumstances shall the First Party be held liable for any consequential damages claimed by any other party as a result of the unauthorized release of civil registry documents.
- h. Any false representation made by the client or the Second Party with respect to the payment, processing, batching, and releasing of the said requests shall not bind the First Party. Further, the First Party shall not be liable to the Second Party or to any third parties, individuals, or entities for the delay in any performance or for failure to render any performance under this agreement when such delay or failure is caused by system glitch or network errors, government regulations and other lawful orders, fire, strike, illness of employees, flood, accident, or any other cause or causes beyond reasonable control of the First Party. In such case, the First Party shall be held free from any liabilities of whatever nature and kind.

## **VII. CONFIDENTIALITY CLAUSE**

All information, data, and records acquired under this Agreement shall be kept 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.

## **VIII. DATA OUTSOURCING**

In compliance with Section 44, Rule X of the Implementing Rules and Regulations of the RA No. 10173, or the Data Privacy Act of 2012



(DPA), the City/Municipality of **Siayan, Zamboanga del Norte**, as the personal information processor shall:

- a. Process the personal data only upon the documented instructions of the personal information controller, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
- b. Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;
- c. Implement appropriate security measures and comply with the DPA, its Implementing Rules and Regulations, and other issuances of the National Privacy Commission (NPC);
- d. Not engage another processor without prior instruction from the personal information controller: Provided, that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;
- e. Assist the personal information controller, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;
- f. Assist the personal information controller in ensuring compliance with the DPA, its Implementing Rules and Regulations, other relevant laws, and other issuances of NPC, taking into account the nature of processing and the information available to the personal information processor.
- g. At the choice of the personal information controller, delete or return all personal data to the personal information controller after the end of the provision of services relating to the processing.
- h. Make available to the personal information controller all information necessary to demonstrate compliance with the obligations laid down in the DPA, and allow for and contribute to audits, including inspections, conducted by the personal information controller or another auditor mandated by the latter.



- i. Immediately inform the personal information controller if, in its opinion, an instruction infringes the Act, these Rules, or any other issuance of the Commission.

#### **IX. DATE OF EFFECTIVITY AND PERIOD, AMMENDMENT, REVISION, AND MODIFICATION OF THE AGREEMENT**

- a. This Memorandum of Agreement shall take effect upon the date of signing of both parties and shall be valid for a period of FIVE (5) years and shall remain in force unless otherwise sooner terminated or revoked by both or either party. Provided, that the implementation of the System may be done after undergoing training conducted by the First Party.
- b. No supplemental, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- c. This Agreement shall not be amended or modified except by written agreement by both parties.

#### **X. SETTLEMENT OF DISPUTES CLAUSE**

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the Parties shall, at first instance, exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be resolved following Presidential Decree (PD) No. 242, in relation to Section 66 to 71, Chapter 14 of Executive Order (EO) No. 292, and with the Office of the Solicitor General (OSG).

#### **XI. TERMINATION OF AGREEMENT**

This Agreement may be terminated voluntarily or involuntarily.

- a. Voluntary termination is made when either party wishes to terminate the contract for reasons other than a breach of the provisions of this Agreement and shall take effect thirty (30) calendar days after notice by one party to another.



- b. If the Agreement is terminated by either party, steps shall be taken to ensure that termination does not affect any prior obligation, project, or activity already in progress.
- c. Involuntary termination occurs when one party violates any material provision in the Agreement, and despite notice to cease such activities, continues to do so. Involuntary terminate on takes effect immediately upon service of a Notice of Termination to the other party based on any of the following grounds:
  - i. A material breach of any provision of the Agreement, the Data Sharing Agreement and the Implementing Guidelines.
  - 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.
  - iv. In both cases, a written notice of termination shall be furnished by the party effecting the termination.
- d. Effects of Termination
  - i. Termination notwithstanding, applications properly received by PSA from LGU BREQS \_\_\_\_\_ before the effective date of the termination, shall be processed and released in accordance with standing procedures.
  - ii. Within thirty (30) calendar days after termination of the Agreement, LGU BREQS \_\_\_\_\_ shall uninstall or erase the BREQS software from all computers where the software is installed in. The PSA will disable the access to the system to all LGU BREQS \_\_\_\_\_ and enrolled users.
  - iii. Access to the PSA cloud storage link shall not be allowed and the back-up copies, covering the BREQS software shall be returned to the PSA.
- e. After termination of this Agreement, the servicing outlet shall validly refuse to receive any application filed by LGU BREQS \_\_\_\_\_ through the System.



## **XII. VENUE OF ACTION**

Any action/s that may arise from violation and/or breach of: 1) any provision of this Agreement; 2) procedures specified above; 3) rights and/or interest of either party contained in this Agreement, shall, at the option of the complaining party, only be filed in \_\_\_\_\_ or Quezon City, Philippines to the exclusion of all other courts.

## **XIII. MISCELLANEOUS PROVISIONS**

- a. All parties to the Agreement shall endeavor to provide the highest Quality of service to the requesting public.
- b. The PSA standards fees for the request for copy issuances and certifications are exclusive of any additional service fee that Second Party may impose on its clients.
- c. Problem resolution. Concerns regarding the System and requests made through the System are to be raised to the following levels, in this order: PSA CRS Outlet, PSA Regional Statistical Services Office/Provincial Statistical Office, and PSA Central Office.
- d. Processing of BREQS is subject to regular processing procedures of the First Party. The Second party thereby commits to strictly follow and implement these rules.
- e. It is likewise understood that there is no employee-employer relationship between the First Party and Second Party.
- f. The terms of this Agreement shall be interpreted in accordance with the laws of the Republic of the Philippines.
- g. The entirety of this Agreement shall not be affected by the illegality, invalidity or nullity of a provision herein.



- h. This Agreement supersedes the previous BREQS Memorandum of Agreement entered into by and between the same parties, if any.
- i. Each provision of this contract is severable from the others. If at any time during the existence of this contract one or more of its provisions, is determine or declared to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the contract shall not in any way be affected or impaired.

#### **XIV. INTERPRETATION AND SEVERABILITY**

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

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.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, Philippines.

**MEWCHUN W.S PAMARAN**  
Regional Director  
First Party

**ALBERTO J. BONGCAWEL**  
City/Municipal Mayor  
Second Party

Signed in the Presence of:

**ANDRES S. TAPALES JR**  
OIC-Chief Statistical Specialist  
Philippine Statistics Authority

**RUEL B. CALAPIZ**  
City Civil Registrar  
Office of the City Civil Registrar



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ) S.S.  
MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public, for and in \_\_\_\_\_ this \_\_\_\_ day of 20\_\_\_\_, personally appeared:

NAME	ID No.	Place of Issuance	Date of Issuance

Made known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the BREQS-Memorandum of Agreement (MOA) consisting of \_\_\_\_\_ pages including the page where this acknowledgement is written, signed by the parties including their instrumental witnesses on each and every page thereof, and sealed with my Notarial Seal.

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

## NOTARY PUBLIC

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of: \_\_\_\_\_