

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT. J

May 31, 2024

Submitted by:

**COMMITTEE ON SOCIAL SERVICES-LEAD
COMMITTEE ON RULES, LAWS AND ETHICS**

PRESENT:

HON. GILBERT S. LABANG	- Chairperson, Committee on Social Services
HON. ARNEL T. ARUGAY	- Vice Chairperson, Committee on Social Services
	- Member, Committee on Rules (via zoom)
HON. IMOGEN CLAIRE M. CALLANGAN	- Member, Committee on Social Services (via zoom)
HON. GRACE B. ARAGO	- Member, Committee on Social Services
	- Member, Committee on Rules
HON. RESTITUTO C. RAMIREZ	- Member, Committee on Social Services (via zoom)
HON. JUDE T. BAYONA	- Vice Chairperson, Committee on Rules
HON. MARIA ROSARIO B. SORIANO	- Member, Committee on Rules (via zoom)

RESOURCE PERSONS:

Ms. AMELIA DECENA	-NHTS Representative
Mr. FRANCO G. LOPEZ	-DSWD RO2 Representative

FOR THE PRESIDING OFFICER:

The committee met and deliberated on the referral:

COMMITTEE REPORT NO. 174-2024

SUBJECT:

- **Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for an authority to represent, enter and sign for and on behalf of the Tuguegarao City Government the Data Sharing Agreement (DSA) with Department of Social Welfare and Development, Field Officer 02 for the purpose of data collection as basis in providing/submitting the needed list of beneficiaries to the Presidential Support Fund**

FINDINGS:

1. Section 22 of Republic Act No. 10173, also known as the Data Privacy Act of 2012, provides that all sensitive 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, and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provided under Data Privacy Act of 2012.
2. The DSWD-Field Office 02 has been at the forefront of continuously furthering its preparedness for response capacities as Vice-Chair for Disaster Response and Early Recovery Pillar of the National Disaster Risk Reduction and Management Council

Resolved during the 94th JS - June 3, 2024

(NDRRMC) through system enhancements specifically on its Disaster Response and Operations Management Information Center (DROMIC) Reporting system.

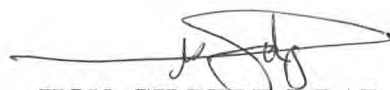
3. The DSWD, through the Tuguegarao City Government is directed by the Office of the President, to endorse a list of beneficiaries based on the number of affected families reported in the DROMIC, to the Department of Agriculture (DA) for cross-matching and deduplication and finalization of the list of beneficiaries for the provision of cash assistance under the Presidential Support Fund (PSF) to El Niño-affected families
4. The Tuguegarao City Government in line with its mandate to facilitate provision of related socio-economic services by partner agencies, peoples' organizations, non-government organizations, the academe, and other similar stakeholders, will consolidate and submit list of El Niño-affected families to the DSWD-FO 02.
5. The Tuguegarao City Government as the Data Provider, allows the DSWD-FO 2 as ~~the~~ Data Recipient, to submit copy(ies) of the list of El Niño-affected families to the ~~DA~~ and the Office of the President (OP), for the purpose of cross-matching, ~~deduplication~~, finalization of list, and actual delivery of services.
6. The Data Sharing Agreement is for the purpose of data collection as basis of the DSWD – FO 02 in providing/submitting the needed list of beneficiaries to the Presidential Support Fund.

RECOMMENDATION:

After perusal of the Data Sharing Agreement to be entered into between the Department of Social Welfare and Development Field Office 2 and the Tuguegarao City Government, the committees finds the subject agreement to be in order and with merit, hence, recommended for its approval.

The committees further recommend for the passage of a Resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the Data Sharing Agreement.

Respectfully submitted:




HON. GILBERT S. LABANG
Chairperson, Committee on Social Services


HON. ARNEL T. ARUGAY
Vice Chairperson, Committee on Social Services
Member, Committee on Rules, Laws and Ethics



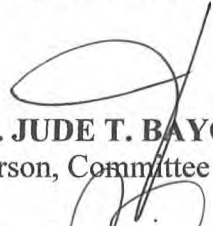
HON. IMOGEN CLAIRE M. CALLANGAN
Member, Committee on Social Services




HON. GRACE B. ARAGO
Member, Committee on Social Services
Member, Committee on Rules, Laws and Ethics



HON. RESTITUTO C. RAMIREZ
Member, Committee on Social Services



HON. JUDE T. BAYONA
Vice Chairperson, Committee on Rules, Laws and Ethics



HON. MARIA ROSARIO B. SORIANO
Member, Committee on Rules, Laws and Ethics

**DRAFT RESOLUTION APPROVING THE DATA SHARING AGREEMENT (DSA)
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE DEPARTMENT
OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE 02 FOR THE
PURPOSE OF DATA COLLECTION AS BASIS IN PROVIDING/SUBMITTING THE
NEEDED LIST OF BENEFICIARIES TO THE PRESIDENTIAL SUPPORT FUND AND
GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-
QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY
GOVERNMENT THE SAID DSA**

WHEREAS, Section 22(c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the sangguniang panlungsod;

WHEREAS, Section 22 of Republic Act No. 10173, also known as the Data Privacy Act of 2012, provides that all sensitive 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, and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provided under Data Privacy Act of 2012;

WHEREAS, the Department of Social Welfare and Development (DSWD) has requested the Tuguegarao City Government for Data Collection of the El Niño-affected families in the city as basis in providing/submitting the needed list of beneficiaries to the Presidential Support Fund;

WHEREAS, the DSWD-Field Office 02 has been at the forefront of continuously furthering its preparedness for response capacities as Vice-Chair for Disaster Response and Early Recovery Pillar of the National Disaster Risk Reduction and Management Council (NDRRMC) through system enhancements specifically on its Disaster Response and Operations Management Information Center (DROMIC) Reporting system;

WHEREAS, the DSWD, through the Tuguegarao City Government is directed by the Office of the President, to endorse a list of beneficiaries based on the number of affected families reported in the DROMIC, to the Department of Agriculture (DA) for cross-matching and deduplication and finalization of the list of beneficiaries for the provision of cash assistance under the Presidential Support Fund (PSF) to El Niño-affected families;

WHEREAS, in line with its mandate to facilitate provision of related socio-economic services by partner agencies, peoples' organizations, non-government organizations, the academe, and other similar stakeholders, the Tuguegarao City Government will consolidate and submit list of El Niño-affected families to the DSWD-FO 02;

WHEREAS, the Tuguegarao City Government as the Data Provider, allows the DSWD-FO 2 as the Data Recipient, to submit copy(ies) of the list of El Niño-affected families to the DA and the Office of the President (OP), for the purpose of cross-matching, deduplication, finalization of list, and actual delivery of services;

WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que, indorsed to the Ninth City Council the above-stated DSA and requested for an authority to sign for and on behalf of the Tuguegarao City Government the said DSA;

WHEREAS, after a deliberation in a joint committee meeting held for the said purpose, the Committee on Social Services as the lead committee and Committee on Rules, Laws and Ethics found the request to be in order and beneficial to the concerned residents of the city;

WHEREAS, after the approval of the concomitant committee report, the Ninth City Council during their 94th Regular Session held on June 3, 2024 deemed it proper and necessary to approve the herein resolution.

NOW, THEREFORE, RESOLVE as it is hereby **RESOLVED** to approve the Data Sharing Agreement (DSA) between the Tuguegarao City Government and the Department of Social Welfare and Development (DSWD) Field Office 02 for the purpose of Data Collection as basis in providing/submitting the needed list of beneficiaries to the Presidential Support Fund and to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said DSA.

RESOLVED FURTHER, to furnish a copy of this Resolution to the Department of Social Welfare and Development (DSWD) Field Office 02, for information and proper action.

Data Sharing Agreement

between the

Department of Social Welfare and Development (DSWD) Field Office _____

and the

The City/Municipal Local Government Unit of _____

KNOW ALL MEN BY THIS PRESENTS:

This Data Sharing Agreement referred to as DSA, is made and entered into this _____ day of _____ at _____ Philippines, by and between:

The **Department of Social Welfare and Development – Field Office (DSWD-FO) 02**, a national government agency created and existing under the laws of the Republic of the Philippines, with office at #3 Dalan na Pagayaya, Carig Sur, Tuguegarao City, herein represented by **LUCIA SUYU-ALAN, RSW**, in her capacity as the Regional Director, and hereinafter referred to as the **First Party**;

and

The **City/Municipal Local Government Unit (C/MLGU) of _____**, with office at _____, herein represented by _____, in his capacity as the **City/Municipal Mayor**, and by virtue of Sanguniang Bayan Resolution No. _____ Series of 2024, and hereinafter referred to as the **Second Party**;

WHEREAS, the **First Party** is mandated to develop, implement social welfare programs that would help and provide assistance that will alleviate poverty and empower disadvantaged individuals, families, and communities for an improved quality of life through social welfare and protection programs that build resilience, foster sustainable development, and enhance the well-being of all Filipinos;

WHEREAS, the **Second Party** is mandated under provisions of the Local Government Code of 1991 and other pertinent laws to provide government services to its constituents within its jurisdiction, and facilitate the provision of related socio-economic services by partner agencies, peoples' organizations, non-government organizations, the academe, and other similar stakeholders;

WHEREAS, the **First Party** has been at the forefront of continuously furthering its preparedness for response capacities as Vice-Chair for Disaster Response and Early Recovery Pillar of the National Disaster Risk Reduction and Management Council (NDRRMC) through system enhancements specifically on its Disaster Response and Operations Management Information Center (DROMIC) Reporting system;

WHEREAS, the **First Party** through the DROMIC, has been monitoring and reporting the status, along with the social welfare and protection assistance provided to families affected by the Effects of El Niño;

WHEREAS, the **First Party**, through the **Second Party**, is directed by the Office of the President, to endorse a list of beneficiaries based on the number of affected families reported in the DROMIC, to the Department of Agriculture (DA) for cross-matching and deduplication, and finalization of the list of beneficiaries for the provision of cash assistance under the Presidential Support Fund (PSF) to El Niño-affected families;

WHEREAS, the **Second Party**, in line with its mandate to facilitate provision of related socio-economic services by partner agencies, peoples' organizations, non-government organizations, the academe, and other similar stakeholders, will consolidate and submit list of El Niño-affected families to the **First Party**;

WHEREAS, the **Second Party** as the Data Provider, allows the **First Party** as the Data Recipient, to submit copy(ies) of the list of El Niño-affected families to the DA and the Office of the President (OP), for the purpose of cross-matching, deduplication, finalization of list, and actual delivery of services;

WHEREAS, Section 22 of Republic Act No. 10173, also known as the Data Privacy Act of 2012, provides that all sensitive 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, and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provided under Data Privacy Act of 2012.

Now, therefore, the parties hereto agree as follows:

1. Purpose of Agreement

- 1.1. Formalize the data sharing of the list of El Niño-affected families; and
- 1.2. Accentuate the intended use of the data in ensuring that the cash assistance is equally distributed to the rightful beneficiaries.

2. Description of Data

- 2.1. The **First Party** acknowledges that the list of El Niño-affected families is owned by the **Second Party**. The **Second Party** is responsible for their data creation, editing, maintenance, management, and quality assurance. Any errors and corrections reported during the data usage and analysis shall be reported and referred back to the **Second Party** by the **First Party**.
- 2.2. The **First Party** acknowledges that all data and information are being supplied "AS IS." **Second Party** will not be held liable nor will be held to any assumption of accuracy, completeness, availability or performance.
- 2.3. Personal data that will be shared include the full name, date of birth, and address (up to Barangay only) of the beneficiaries. Such data will be shared by the First Party to the DA and OP for the purpose of deduplication.

3. Data Access

- 3.1. **Second Party** will be provided with access to the **First Party's** sites/apps that incorporate **Second Party** data services for monitoring purposes.

4. Data Security

- 4.1. The **First Party** acknowledges that data/information submitted by the **Second Party** may contain confidential information and is proprietary to the **Second Party**. The **First Party** agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the **Second Party**, except as approved in writing by the latter, public domain, prior knowledge, third party source and court orders, and will use the Confidential Information of the **Second Party** for no purpose other than the permitted use.
- 4.2. Both parties shall uphold the rights of the data subject in accordance with RA No. 10173 and relevant rules
- 4.3. It is not the purpose or intent of the Parties that any Personal Information (PI) will be shared under this DSA at this time. Should any PI be shared, collected information will be used lawfully in accordance with the Data Privacy Act of 2012 specifically under NPC Circular 16-02 and for the purpose of the project only.
- 4.4. Data will not be provided to any third parties, other than the DA and OP, nor be made available for export or download from the Recipient(s)'s sites/apps by users; data will not be re-hosted on other sites.
- 4.5. All reasonable measures will be taken to protect data and limit unauthorized access to sites/apps, and data. Any and all breaches or inadvertent data releases will be immediately reported to the Provider.

5. Terms of Agreement

- 5.1. Effectivity. This Agreement is effective upon the date signed by the duly authorized representatives of the Parties. It shall remain in effect for the duration of the Project, which shall be identified by the OP as the program implementer, or until modified, extended, or terminated by mutual agreement, in writing.
- 5.2. Termination. The DSA may be terminated upon the expiration of its term, or any valid extension thereof; or upon breach of any provision of the DSA by any of the parties. Either party may terminate this Agreement before the end of its term by delivering a written notice to the other party, thirty (30) days before the termination date.
- 5.3. The agreement may be extended upon mutual written agreement. A Party that intends to extend the term of the DSA will give written notice to the other party, thirty (30) days before the expiration of the agreement. The other Party will signify within the same period, or before the end of the effectivity of the agreement. Each party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such other relief as may be granted by a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date listed below.

LGU _____

DSWD-FO _____

NAME
City/Municipal Mayor

Date: _____

NAME
Regional Director

Date: _____