

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 176-2024

June 05, 2024

**Submitted by: COMMITTEE ON RULES, LAWS AND ETHICS
COMMITTEE ON AGRICULTURE AND FOOD, MARKET
AND LIVESTOCK AUCTION CENTER**

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, (Rules)
HON. JUDE T. BAYONA	- Vice Chairman, (Rules) (Agriculture)/zoom
HON. ARNEL T. ARUGAY	- Member, (Rules)/zoom
HON. MARIA ROSARIO B. SORIANO	- Member, (Rules)/zoom
HON. GRACE B. ARAGO	- Member, (Rules) (Agriculture)
HON. IMOGEN CLAIRE M. CALLANGAN	- Member, (Agriculture)/zoom

RESOURCE PERSON:

Atty. Gerome Pagalilauan	- City Legal Office Representative
Ms. Miriam M. Buguina	- City Agriculturist II
Dir. Kay S. Olivas	- OIC, RTD for Research and Regulator
Mr. Jonazon Jeff Factora	- Planning Officer III

GUEST:

Hon. Tirso V. Mangada	- SP Member
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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 draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA).

FOR THE PRESIDING OFFICER:

The Members of the Joint Committees met and deliberated on the 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 draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA). The joint committees respectfully submit the herein Committee Report and has the honor to report to this August body in session the following actions taken, its findings and recommendations.

SPST-004-00

Ref. No. _____

Adopted during the 95th JCS - June 11, 2024

ACTIONS TAKEN:

The joint committee conducted a thorough and wholistic evaluation of the subject matter on June 05, 2024 with the presence of resource persons to assist the joint committees in the committee deliberation.

FINDINGS:

1. The Department of Agriculture Regional Field Office 02 is the agency responsible for the promotion of agricultural and fisheries development and growth, pushes for increased food sufficiency as an effort to ensure food availability, accessibility and affordability.
2. The DA RFO 02 is the agency responsible for the development of the Registry System for Basic Sectors in Agriculture (RSBSA) which is the official database containing the personal information of Filipino farmers and fishers including their farm profile.
3. The Office of the City Mayor, Hon. Maila Rosario S. Ting-Que, received a letter from the Department of Agriculture Regional Field Office 02 requesting to update the RSBSA to provide a reliable source of farmer and farm information and serve as basis for implementing various programs such as providing production input and financial assistance, insurance services, and other interventions that cater to the Filipino farmers and fishers.
4. Republic Act No. 11203, or “An Act Liberalizing the Importation, Exportation and Trading of Rice, Lifting for the Purpose the Quantitative Import Restriction on Rice, and for Other Purposes”, allows the DA RFO 02 to consult with the Tuguegarao City Government to validate and update the RSBSA to ensure that those listed are legitimate farmers, farmworkers.
5. The DA RFO 02 conducts the updating of the RSBSA through registration and re-registration of all farmers and fishers, of all crops and commodities.
6. Both the DA RFO 02 and the Tuguegarao City Government seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Data Privacy Act of 2012, its Implementing Rules and Regulations, and related circulars and issuances of the National Privacy Commission.
7. The City Legal Office Representative, Atty. Gerome Pagalilauan, mentioned during the meeting that after careful perusal of the document, they observed that the agreement contains standard provisions that is in accordance with the Data Privacy Law.
8. There is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to represent, enter and sign for and on behalf of the Tuguegarao City Government the draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA).

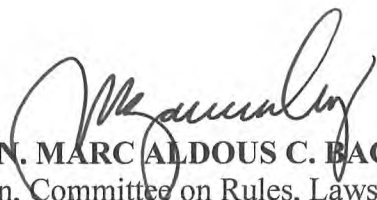
RECOMMENDATIONS:

The joint committees, finding the request of City Mayor Hon. Maila Rosario S. Ting-Que to be in order, with merit and beneficial to its constituents, hereby recommend for the approval of the said Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA).

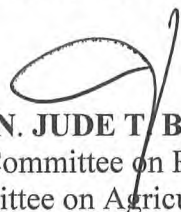
The joint committees further recommend for the passage of a Resolution Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to represent, enter and sign for and on behalf of the Tuguegarao City Government the draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA).

Attached herewith is the Draft Resolution.

Respectfully Submitted:



HON. MARC ALDOUS C. BACCAY
Chairman, Committee on Rules, Laws and Ethics



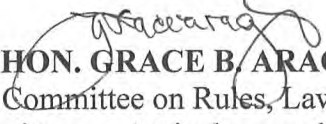
HON. JUDE T. BAYONA
Vice Chairman, Committee on Rules, Laws and Ethics
Vice Chairman, Committee on Agriculture and Food, Market and Livestock Auction Center



HON. ARNEL T. ARUGAY
Member, Committee on Rules, Laws and Ethics



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



HON. GRACE B. ARAGO
Member, Committee on Rules, Laws and Ethics
Member, Committee on Agriculture and Food, Market and Livestock Auction Center

HON. IMOGEN CLAIRE M. CALLANGAN
Member, Committee on Agriculture and Food, Market and Livestock Auction Center

DRAFT RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO REPRESENT, ENTER AND SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE DRAFT DATA PROCESSING AND NON-DISCLOSURE AGREEMENT WITH THE DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 02 REGARDING THE REGISTRY SYSTEM FOR BASIC SECTORS IN AGRICULTURE (RSBSA)

WHEREAS, the Department of Agriculture Regional Field Office 02 is the agency responsible for the promotion of agricultural and fisheries development and growth, pushes for increased food sufficiency as an effort to ensure food availability, accessibility and affordability;

WHEREAS, the DA RFO 02 is the agency responsible for the development of the Registry System for Basic Sectors in Agriculture (RSBSA) which is the official database containing the personal information of Filipino farmers and fishers including their farm profile;

WHEREAS, the Office of the City Mayor, Hon. Maila Rosario S. Ting-Que, received a letter from the Department of Agriculture Regional Field Office 02 requesting to update the RSBSA to provide a reliable source of farmer and farm information and serve as basis for implementing various programs such as providing production input and financial assistance, insurance services, and other interventions that cater to the Filipino farmers and fishers;

WHEREAS, Republic Act No. 11203, or “An Act Liberalizing the Importation, Exportation and Trading of Rice, Lifting for the Purpose the Quantitative Import Restriction on Rice, and for Other Purposes”, allows the DA RFO 02 to consult with the Tuguegarao City Government to validate and update the RSBSA to ensure that those listed are legitimate farmers, farmworkers;

WHEREAS, the DA RFO 02 conducts the updating of the RSBSA through registration and re-registration of all farmers and fishers, of all crops and commodities;

WHEREAS, both the DA RFO 02 and the Tuguegarao City Government seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Data Privacy Act of 2012, its Implementing Rules and Regulations, and related circulars and issuances of the National Privacy Commission;

WHEREAS, the City Legal Office Representative, Atty. Gerome Pagalilauan, mentioned during the meeting that after careful perusal of the document, they observed that the agreement contains standard provisions that is in accordance with the Data Privacy Law;

WHEREAS, there is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to represent, enter and sign for and on behalf of the Tuguegarao City Government the draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA);

WHEREAS, upon the evaluation of the subject referred, the joint committees recommend for the approval of the said draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA);

WHEREAS, the joint committees further recommend for the passage of a resolution granting authority to the City Mayor to represent, enter and sign for and on behalf of the Tuguegarao City Government the said draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA);

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED**, to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to represent, enter and sign for and on behalf of the Tuguegarao City Government the said draft Data Processing and Non-Disclosure Agreement with the Department of Agriculture, Regional Field Office 02 regarding the Registry System for Basic Sectors in Agriculture (RSBSA).

SPST-004-00

Ref. No. _____

**DATA PROCESSING AND
NON-DISCLOSURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Data Processing Agreement ("Agreement") is entered into this _____ day of _____ at _____, Philippines by and between:

DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE_02, a government agency created under the laws of the Republic of the Philippines, with office address at Nursery Compound, San Gabriel, Tuguegarao City, Cagayan, represented herein by its Regional Executive Director, ROSE MARY G. AQUINO, Ph.D. (hereinafter referred to as the "**First Party**");

-and-

[PARTY B], an entity existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, Philippines, duly represented in this act by its Chief Executive, _____, (hereinafter referred to as "**Second Party**");

WHEREAS, [CHIEF EXECUTIVE], was authorized, by virtue of a Sangguniang Panglunsod Resolution (Attached as Annex A), to represent the [PARTY B], in a NDA with the DA.

Collectively, the above participants will be referred to as "Parties", and individually as "Party".

WITNESSETH:

WHEREAS, First Party is the agency responsible for the promotion of agricultural and fisheries development and growth, pushes for increased food sufficiency as an effort to ensure food availability, accessibility, and affordability;

WIIEREAS, First Party is the agency responsible for the development of the Registry System for Basic Sectors in Agriculture (RSBSA), which is the official database containing the personal information of Filipino farmers and fishers including their farm profile;

WHEREAS, First Party aims to update the RSBSA to provide a reliable source of farmer and farm information and serve as basis for implementing various programs such as providing production input and financial assistance, insurance services, and other interventions that cater to the Filipino farmers and fishers;

WHEREAS, Republic Act No. 11203, or an "An Act Liberalizing the Importation, Exportation and Trading of Rice, Lifting for the Purpose the Quantitative Import Restriction on Rice, and For Other Purposes", allows the First Party to consult with the Second Party to validate and update the RSBSA to ensure that those listed are legitimate farmers, farmworkers;

WHEREAS, First Party conducts the updating of the RSBSA through registration and re-registration of all farmers and fishers, of all crops and commodities;

WHEREAS, First Party needs to delegate certain Services, which imply the processing of personal data, to the Second Party;

WHEREAS, the Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Data Privacy Act of 2012, its Implementing Rules and Regulations, and related circulars and issuances of the National Privacy Commission;

WHEREAS, both Parties represented by the above-mentioned officials of their respective offices agree to lay down their rights and obligations;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and considerations hereunder enumerated, the Parties hereunto express and make their agreement to pursue the following:

Section 1. Definition of Terms

1.1. The following terms are used in this Agreement with the respective meanings ascribed to such terms below:

1.1.1 "Agreement" means this Data Processing Agreement and all the Schedules attached hereto;

1.1.2 "Confidential Information" means all information of any kind, whether in written or other tangible form or orally or visually furnished, under the control and management of the First Party that is disclosed to the Second Party in relation to this Agreement.

Notwithstanding the foregoing, in case of doubt as to whether particular information is confidential, the same shall be treated as confidential.

1.1.3 "Controller" means the personal information controller. In this agreement, the First Party is the Controller;

1.1.4 "Data Protection Laws" means the Data Privacy Act of 2012 and its implementing rules and regulations as amended from time to time, and all relevant circulars, issuances, memoranda, advisories, and opinions issued by the National Privacy Commission, including relevant judicial interpretations thereof or governmental restrictions or directives having the force of law, and any interpretation of or determination in respect of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question;

1.1.5 "Data Privacy Act of 2012" or "DPA" means Republic Act No. 10173 as amended from time to time.

1.1.6 "Data Transfer" means:

- 1.1.6.1 a transfer of Personal Data from the Controller to a Processor; or
- 1.1.6.2 an onward transfer of Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
- 1.1.7 "Personal Data" means any personal information processed on behalf of the Controller pursuant to or in connection with this Agreement;
- 1.1.8 "Personal data breach" refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.
- 1.1.9 "Processor" refers to the personal information processor. In this Agreement, the Second Party is the Processor.
- 1.1.10 "Services" means the services the First Party provides.
- 1.1.11 "Subprocessor" means any person appointed by or on behalf of the Second Party to process Personal Data on behalf of the Controller in connection with the Agreement.
- 1.2 The terms, "Commission", "Personal Information Controller", "Data Subject", "Personal Information" and "Processing" shall have the same meaning as in the DPA, and their cognate terms shall be construed accordingly.

Section 2. Description of Data

- 2.1. This Agreement shall cover all personal information, sensitive personal information and Confidential Information of the First Party, including that of its agri-fishery stakeholders, collected through profiling and updating, as well as data from georeferencing activity. All the said personal information, sensitive personal information and Confidential Information, together with the georeferencing data, shall hereinafter referred to as "Data".

Section 3. Acknowledgment

3.1. The Second Party acknowledges the strict confidential and proprietary nature of all Data received from the First Party, and that the Second Party has no proprietary right whatsoever to the Data, ownership of which remains with the First Party unless otherwise mutually agreed upon in writing by the Parties.

3.2. Both Parties acknowledge that no other right or license in the Data, whether expressed or implied, is granted to the Second Party hereunder. Title to the Data will remain solely in the First Party. All use of the Data by the Second Party shall be for the benefit of the First Party and any modifications and improvements therein by the Second Party shall be the sole property of the First Party.

4. Operational Details

- 4.1. The First Party shall remain as the personal information controller in the processing of all Data and instructs the Second Party to process the Data in the manner stated in this Agreement.
- 4.2. The Second Party shall assist in the Updating of the Registry System for Basic Sectors in Agriculture (RSBSA) by processing data gathered from farmers and fisherfolk within their jurisdiction. The Operational Details of the LGU Assisted Updating Activity (hereinafter called "Activity") is attached in this Agreement as Annex "B".

Section 5. Security Measures

- 5.1. The Parties shall ensure that there are reasonable and appropriate organizational, technical, and physical security measures in place for data privacy and security. First Party and Second Party, its officers, employees, agents, and representatives shall, among others:
 - 5.1.1. Determine the appropriate level of security measures taking into account the nature of the Data to be protected, the risks represented by the transfer and their respective processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;
 - 5.1.2. Implement security measures for data protection, including policies for evaluation, monitoring, and review of operations and security risks. Such measures shall aim to maintain the availability, integrity, and confidentiality of the Data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of the Data;
 - 5.1.3. Implement reasonable and appropriate organizational, physical and technical measures intended for the protection of the Data against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing, or for such other purposes as may be required under the Privacy Laws or any other applicable Laws;
 - 5.1.4. Implement reasonable and appropriate measures to protect the Data against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration and contamination; and
 - 5.1.5. Ensure that their employees, agents and representatives who are involved in the processing of Data operate and hold Data under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations.
- 5.2. If the Second Party becomes aware of any Security Breach on its personnel, premises, facilities, system, or equipment, it shall, within a reasonable period, notify the First Party of the Security Breach, investigate the Security Breach and provide

the First Party with information about the Security Breach, and take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach.

5.2.1. The Second Party shall cooperate with the First Party in relation to the incident investigation requirements for any Security Breach of Personal Data.

5.2.2. The Parties agree that:

5.2.2.i. An unsuccessful Security Breach attempt will not be subject to this Section. An unsuccessful Security Breach attempt is one that results in no unauthorized access, processing, disclosure, alteration, loss, damage, or destruction to Personal Data or to any equipment or facilities storing Personal Data, which includes, but not limited to, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond internet protocol addresses or headers) or similar incidents; and

5.2.2.ii. The Second Party shall send the notification of any Security Breach to the First Party within 24 hours from knowledge thereof.

5.2.2.iii. In the event of personal data breach that under the Privacy Laws is covered by the compulsory data breach notification requirement, the First Party shall promptly notify the National Privacy Commission and the affected data subject.

5.3. The Parties shall include the foregoing in their respective privacy and security policies.

Section 6. Obligations and Responsibilities of the Parties

6. 1. All Parties shall comply with the provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all applicable issuances of the National Privacy Commission, including adherence to the general data privacy principles, putting in place adequate safeguards for data privacy and security, and upholding of data subjects' rights, among others.

6. 2. In particular, the First Party shall:

6.2.1. Implement such measures and systems as will enable its data subjects to exercise any and all of their rights under the Privacy Laws;

6.2.2. Be solely and exclusively responsible for: (a) the accuracy, quality, relevance, completeness, and currency of the Data; (b) as mandated by Privacy Laws, notifying and providing data subjects with information required under the Privacy Laws, obtaining and maintaining informed consents from such data subjects, and otherwise complying with all Privacy Laws and relevant Laws to permit the collection, disclosure, storage, and use of the Data in accordance with this Agreement, including but not limited to, allowing the Second Party to use the Data pursuant to the Purpose; and (c) obtaining and

maintaining all computer hardware, internet access and internet services needed to the fulfillment of this Agreement;

- 6.2.3. Where consent is the lawful basis for processing, ensure that the data subjects to whom personal data under the First Party's control belong and who are subject of this Agreement have consented to such transfer and sharing of their Data;
 - 6.2.4. Ensure that prior to obtaining the data subjects' consent, has informed the data subjects of the following:
 - 6.2.4.i. Identity of the personal information controllers or personal information processors that will be given access to the Data;
 - 6.2.4.ii. Purpose of data sharing;
 - 6.2.4.iii. Categories of personal data concerned;
 - 6.2.4.iv. Intended recipients or categories of recipients of the Data;
 - 6.2.4.v. Existence of the rights of data subjects, including the right to access and correction, and the right to object;
 - 6.2.4.vi. Other information that would sufficiently notify the data subject of the nature and extent of data sharing and the manner of processing.
 - 6.2.5. Ensure that only Data that is necessary and compatible with the intended purpose shall be collected; and
 - 6.2.6. Ensure that further processing of shared Data shall adhere to the data privacy principles laid down in the Privacy Laws.
- 6.3. The Second Party shall:
- 6.3.1. Process Data only in accordance with the documented instructions of the First Party, including transfers of personal data to another organization, provided such transfer is authorized by law, and only for the purposes authorized by the First Party;
 - 6.3.2. Ensure that the processing of Data shall adhere to First Party's data privacy policy and the data privacy principles laid down in the Privacy Laws;
 - 6.3.3. Ensure that the Data is protected from both natural (i.e. accidental loss or destruction) and human dangers (i.e. unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination);
 - 6.3.4. Ensure that adequate measures are in place to protect the Data from being misused, altered, destroyed, disclosed, lost, and unlawfully processed by adopting reasonable and appropriate security measures as provided for under the Privacy Laws. It shall implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Privacy Laws), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the: (1) collection, processing, maintenance, and deletion/ disposal of Data and records; and (2) the sharing of these information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of the Data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of Data;

- 6.3.5. Not permit subcontractors to process or disclose Data in connection with its obligations to the First Party without the prior written instructions or consent of the First Party;
 - 6.3.6. Ensure that only authorized and designated employees with a legitimate role in fulfilling the First Party's obligations under this Agreement have access to, and processes Data. Employees who are involved in the processing of the Data are expected to maintain and safeguard the confidentiality of such Data. This obligation shall continue even after their transfer to another position or termination of their employment or contractual relations. A list of authorized and designated employees stated under this section is attached in this Agreement as Annex "C";
 - 6.3.7. Implement such measures and systems that will enable data subjects to exercise their rights under the Privacy Laws, including without limitation the rights access, rectification, modification, blocking, and to object to the processing of Data; Provided, that First Party as Personal Information Controller shall be responsible in communicating with data subjects on the exercise of their rights;
 - 6.3.8. Promptly inform the First Party if, in its opinion, any instructions of the latter violate, or may be construed to violate, any provision of the Privacy Laws;
 - 6.3.9. Manage the data residency and retention requirements in the Philippines as applied to the Data, in accordance with the principles laid down in the Privacy Laws, and, at the instance of the First Party, delete, destroy, or return all Data to the former after the end of the provision of services relating to the processing: Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Privacy Laws or other relevant Laws;
 - 6.3.10. Make available to the First Party all information necessary to demonstrate compliance with the obligations laid down in the Privacy Laws, and allow for and contribute to audits, including inspections, conducted by the First Party or another auditor mandated by the latter to review Second Party's compliance with Privacy Laws or this Agreement; and
 - 6.3.11. Include all the foregoing in the privacy and security policy of the Second Party.
6. 4. The designated Data Privacy Officers (DPO) of the Parties, as well as Compliance Officers for Privacy (COP), shall ensure compliance with the abovementioned laws and regulations. The designated Data Protection Officers and Compliance Officers for Privacy of the Parties are as follows:
- 6.4.1. Name of Agency: Department of Agriculture
 - 6.4.2. Name of DPO: Atty. Willie Ann M. Angsiy, Legal Service Director
 - 6.4.3. Name of COP: Jonazon Jeff T. Factora, Planning Officer III, DA-RFO 02
 - 6.4.4. Name of Agency: _____
 - 6.4.5. Name of DPO: _____, Designation
 - 6.4.6. Name of COP: _____, Designation

Section 7. Data Subjects' Rights

- 7.1. In handling Personal Data, the Parties shall uphold and recognize the rights of the Data Subjects as provided under the Data Privacy Laws, including the following:
 - 7.1.1. right to be informed of the processing of Personal Data and the purpose, scope and method of such processing, (ii) the existence of automated decision-making or profiling and the methods utilized for such automated decision-making, the description of Personal Data to be entered into the system, the recipients or classes of recipients of such Personal Data, and the period for which Personal Data will be stored;
 - 7.1.2. right to object to the processing of Personal Data, including processing for direct marketing, automated processing or profiling;
 - 7.1.3. right to access, upon reasonable demand, the contents of processed Personal Data, the sources from which these were obtained, the names and addresses of recipients of the Personal Data, the manner of processing, the reasons for disclosure, any information on automated processes, and the date when the Personal Data was last accessed and modified;
 - 7.1.4. right to the rectification of Personal Data in case there is an inaccuracy or error;
 - 7.1.5. right to the erasure or blocking of Personal Data where there is substantial proof that Personal Data is incomplete, outdated, false, unlawfully obtained, or is being used for purpose not authorized by the data subject;
 - 7.1.6. right to file a claim for any damages sustained due to the inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of personal data; and
 - 7.1.7. right to data portability or the right to obtain a copy of Personal Data in an electronic or structured format when Personal Data is processed by electronic means and in a structured and commonly used format.
- 7.2. The Second Party shall be liable for any present or future claims or liabilities arising from a violation of any of the foregoing rights and it shall, to the fullest extent permitted by law, indemnify and hold the First Party free and harmless from and against any and all claims, threats, suits, damages, penalties, liabilities, costs and expenses (including, without limitation, legal fees, costs and disbursements) incurred with respect to any such violation.

Section 8. Retention and Data Disposal

8. 1. The Second Party shall ensure that the Data received from the First Party under its custody are protected against any accidental or unlawful destruction, alteration and disclosure as well as against any other unlawful processing. It shall implement appropriate security measures in storing the shared Data.
8. 2. Upon termination of this Agreement, as stated under Section 9, the Data still in the possession of the Second Party, shall be disposed or destroyed by the Second Party within thirty (30) days, or the First Party may opt to demand the immediate return of all copies of documents and materials containing any Data disclosed to the Second Party, to the possession or control of the First Party within thirty (30) days from completion of the mutual purpose or purposes of the Parties, or receipt by the

Second Party of a written request from the First Party, which written request shall enumerate the specific documents and materials wished by the First Party to be returned to it by the Second Party. The Second Party shall certify in writing to the First Party that it retains no copy and has fully complied with the requirements of this clause.

8. 3. All rights granted to the Second Party under this Agreement shall terminate automatically.

Section 9. Term and Termination

9. 1. Unless otherwise terminated as provided herein, the term of this Agreement shall begin on its execution and shall remain in force for a period of five (5) years. It shall be deemed automatically renewed from year to year thereafter under the same terms and conditions unless both Parties mutually decide to terminate it. As such, either Party may initiate and provide the other Party written notification that it does not intend to pursue the Agreement at least sixty (60) days prior to the termination date.
9. 2. The Department of Information and Communications Technology, the National Privacy Commission (NPC), and/or the First Party may, from time to time, issue certain memorandum circulars, guidelines, policies and/or rules as regards the Data to be provided in this Agreement. Such circulars, guidelines, policies and/or rules shall form an integral part of this Agreement and any material breach thereof by the Second Party shall entitle the First Party to terminate this Agreement under Section 9.1.
- 9.3. Revisions or amendments to this agreement while it is still in effect shall follow the same procedure observed in the creation of a new agreement.

Section 10. Separability Clause

10. 1. The provisions of this Agreement are declared as separable and in the event that any of its provisions are declared null and void in accordance with the constitution, relevant laws and implementing rules and regulations, the validity of other provisions shall not be affected thereby.

Section 11. Non-Disclosure

- 11.1. The Parties undertake to preserve the confidentiality of this Agreement and all relevant shared information. The terms and conditions, and shared information involved in the implementation of this Agreement are confidential among the parties and shall not be disclosed to anyone else except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material violation of this Agreement.
- 11.2. If any of the Parties is required by applicable law or legal process to disclose confidential information, such Party shall provide the other concerned Parties with prompt notice. Disclosures that are required by applicable law or legal process shall not be considered violation of this Agreement.

11.3. The non-disclosure obligation shall survive the termination or expiration of this Agreement.

Section 12. Dispute Resolution

12. 1. The Parties shall endeavor to settle any claim, dispute, controversy and matter of difference between them arising out of or connected with this Agreement (hereinafter referred to as a "Dispute") through amicable means within thirty (30) Business Days after receipt by a Party of a written notice from the other Party stating the existence of a Dispute.

Section 13. Amendments

13.1. Any modification of this Agreement will not be valid unless there is a written concurrence of both Parties.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures this ____ day of _____, in _____ Philippines.

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE 02**

By:

**[CITY/ MUNICIPAL] LOCAL
GOVERNMENT UNIT OF _**

By: _

DIR. ROSE MARY G. AQUINO, Ph.D.

OIC, Regional Executive Director

[Signature Over Printed Name]

Chief Executive

Signed in the presence of:

JONAZON JEFF T. FACTORA

Compliance Officer for Privacy,
DA-RFO 02

[Signature Over Printed Name]

Compliance Officer for Privacy, [LGU] /
or PAO/C/MAO

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

ACKNOWLEDGMENT

BEFORE ME, the following personally appeared with their valid proofs of identity consisting of government issued ID with their picture and signature appearing:

Name	Valid Proof of Identity

And they are known to me to be the same persons who executed the DATA PROCESSING AND NON-DISCLOSURE AGREEMENT, consisting of eleven (11) pages including the acknowledgment page, and they have voluntarily acknowledged that they executed the foregoing agreement with their own free will.

IN WITNESS HEREOF, I hereunto affix my signature and notarial seal this _____, at _____, Philippines.

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____;

ANNEX A: Sanggunian Resolution

ANNEX B: Operational Details / Guidelines

{Province}

{City/Municipality}

ANNEX C: List of Employees

The following employees of the Second Party will be involved in the processing of personal information of the First Party. As such, they shall be covered under this Agreement and shall observe data privacy principles under the DPA and related privacy laws in the performance of their duties.

Name	Position/Designation	Conforme

This list may be updated from time to time provided that the Second Party gives the First Party a written notification of the updated list.

