Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

Submitted by: **COMMITTEE ON RULES, LAWS, AND ETHICS**

COMMITTEE REPORT NO. 18-10-2026
January 14, 2026

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman
HON. JUDE T. BAYONA	- Vice-Chairman
HON. TIRSO V. MANGADA	- Member

RESOURCE PERSONS:

ATTY RODERICK S. IQUIN	- *City Legal Officer*
MS. CAROLINA A. CALUCAG	- *Local Civil Registrar Officer*
MS. DAISY R. VILLAR	- *Registration Officer IV -PSA RSSO*

SUBJECT:

Indorsement by the City Mayor, Hon. Maila Rosario S. Ting-Que, of the draft Memorandum of Agreement (MOA) between the **Tuguegarao City Government** and the **Philippine Statistics Authority (PSA)** regarding the implementation of the Electronic Civil Registration and Vital Statistics (eCRVS) System.

FOR THE PRESIDING OFFICER:

The Committee on Rules, Laws and Ethics respectfully submits this report concerning the draft Memorandum of Agreement (MOA) with the Philippine Statistics Authority for the adoption of the Electronic Civil Registration and Vital Statistics (eCRVS) System.

This report is submitted to the Honorable Body for its information, due consideration, and appropriate action.

ACTION TAKEN:

The Committee conducted a comprehensive review and evaluation of the proposed Memorandum of Agreement to ensure its alignment with the City's digitalization goals and existing national mandates. The Committee further verified the readiness of the Local Civil Registry Office to implement the system following their recent technical training.

FINDINGS:

1. In line with the national digitalization mandate, the PSA-together with Open CRVS and Vital Strategies-developed the Electronic Civil Registration and Vital Statistics (eCRVS) System. This platform integrates Local Civil Registry Offices (LCROs) with the Philippine Identification System for streamlined records management and certification.

2. The eCRVS System is designed to:
    a. Enable secure real-time registration of births, deaths, and marriages.
    b. Improve service delivery and process efficiency through digital tools.
    c. Ensure the timely and accurate release of vital statistics for stakeholders.

3. The PSA is currently piloting Phase 1 of the eCRVS System, focusing on digital birth and death registration, with marriage registration to be integrated in succeeding phases.

4. Tuguegarao City has been selected by the PSA as the pilot LGU for the Electronic Civil Registration and Vital Statistics (eCRVS) System in Cagayan.

5. The City Government is authorized to use the eCRVS web application free of charge, with the PSA providing one (1) computer unit and one (1) signature pad to support its operations.

6. The system aligns with the Philippine Identification System and the Birth Registration Assistance Project (BRAP) to ensure seamless data integration.

7. The agreement span for three (3) years upon approval of the MOA, with the PSA committed to institutionalizing the system for long-term implementation.

8. Local Civil Registrar Ms. Carolina A. Calucag and two staff members have already completed the required service-level training conducted by the PSA in November 2025.

RECOMMENDATION:

In view of the foregoing findings, the Committee unanimously recommends the approval of the Memorandum of Agreement (MOA) and the passage of a City Resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to enter into and sign the said agreement with the Philippine Statistics Authority (PSA) for the implementation of the eCRVS System.

Respectfully submitted:

ATTY. MARC ALDOUS C. BACCAY
Chairman

HON. JUDE T. BAYONA
Vice-Chairman

HON. TIRSO V. MANGADA
Member

DRAFT CITY RESOLUTION NO. ____-2026

A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) WITH THE PHILIPPINE STATISTICS AUTHORITY (PSA) FOR THE PILOT IMPLEMENTATION OF THE ELECTRONIC CIVIL REGISTRATION AND VITAL STATISTICS (eCRVS) SYSTEM AND AUTHORIZING THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT

WHEREAS, the National Government is aggressively pursuing the digitalization of local government services and transactions to improve efficiency and transparency in public service delivery;

WHEREAS, the Philippine Statistics Authority (PSA), has developed the **Electronic Civil Registration and Vital Statistics (eCRVS) System**, a platform designed to modernize the declaration, registration, and certification of vital events;

WHEREAS, Tuguegarao City has been strategically selected by the PSA as the Pilot Local Government Unit (LGU) for the implementation of the eCRVS System within the Province of Cagayan;

WHEREAS, the implementation of the eCRVS System (Phase 1) will provide the City Government with free access to advanced web applications for birth and death registration, complemented by hardware support from the PSA in the form of one (1) computer unit;

WHEREAS, the system is fully aligned with the Philippine Identification System (PhilSys) and the Birth Registration Assistance Project (BRAP), ensuring a seamless and integrated approach to national identity and civil registration;

WHEREAS, the Local Civil Registry Office (LCRO) of Tuguegarao City is duly prepared for this transition, with the Local Civil Registrar and key staff having completed the necessary technical capacity-building training conducted by the PSA;

WHEREAS, after a comprehensive review by the Committee on Rules, Laws, and Ethics, the body finds the Memorandum of Agreement (MOA) to be in order and beneficial to the city's digitalization goals;

NOW, THEREFORE, on motion of **Hon.** _____, duly seconded;

BE IT RESOLVED, as it is hereby **RESOLVED**, to authorize the City Mayor, **HON. MAILA ROSARIO S. TING-QUE**, to enter into and sign the Memorandum of Agreement (MOA) with the Philippine Statistics Authority (PSA) relative to the pilot implementation of the Electronic Civil Registration and Vital Statistics (eCRVS) System for a period of three (3) years.

RESOLVED FURTHER, that copies of this Resolution be forwarded to the Philippine Statistics Authority and other concerned offices for their information and guidance.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created pursuant to Republic Act No. 10625, with principal office at PSA Complex, East Avenue, Quezon City, Philippines, headed by National Statistician and Civil Registrar General, **Undersecretary CLAIRE DENNIS S. MAPA, PhD,** duly represented by the Regional Director for the _____, and herein referred to as the **"PSA".**

and

CITY/MUNICIPAL GOVERNMENT OF [Name of City/Municipality], a local government unit created under the laws of the Republic of the Philippines, duly represented by its Local Chief Executive, **Mayor [Name of Mayor],** hereinafter referred to as **"LGU".**

PSA and LGU are individually referred to as **"PARTY"** and collectively as **"PARTIES".**

WITNESSETH

WHEREAS, in response to the National Government's thrust towards digitalizing local government services and transactions, the Philippine Statistics Authority (PSA), in collaboration with **OpenCRVS and Vital Strategies Global Grants Program** developed Electronic Civil Registration and Vital Statistics System (eCRVS System) an interoperable system that will be used by the Local Civil Registry Offices and other Civil Registration and Vital Statistics (CRVS) stakeholders such as LGU for the declaration, registration, records management and monitoring, certification, performance management, and integration of CRVS and the Philippine Identification System;

WHEREAS the eCRVS System was created to enable a secure, real-time and universal processing of civil registration of births, deaths, marriages, and other vital events, as well as the timely production and dissemination of vital statistics, improve delivery of civil registration services to clients and stakeholders, increase efficiency by improving processes through use of

digital tools; and improve timeliness and accuracy in the release of vital statistics;

WHEREAS, Section 11 (c) of Republic Act (RA) No. 10625 states that the National Statistician shall provide overall direction in the implementation of the Civil Registry Law and related issuances and exercise technical supervision over the civil registrars as Civil Registrar General;

WHEREAS, Section 11 (f) of RA No. 10625 provides that the National Statistician shall represent PSA as signatory to all contracts, researches, and other awards;

WHEREAS, the local chief executive of the City/Municipality of [city/municipality] by virtue of [law/ordinance granting him authority] a copy of which is attached herein as Annex A and made an integral part of this MOA, is authorized to enter into this Memorandum of Agreement for and in behalf of the _____;

WHEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

Article 1. SCOPE OF THE AGREEMENT

By entering into this agreement, the LGU is given authorization to use the eCRVS web application free of charge for purposes of civil registration operations, in accordance with the rules and regulations set out for its purpose;

Article 2. USE OF THE SYSTEM

The LGU shall be given access to the eCRVS System through an eCRVS and VPN login credentials to be provided by PSA upon the signing of this MOA.

The PSA grants LGU access to use the eCRVS web application, on the condition that the system is not tampered with, reverse-engineered, or used in any unauthorized manner, and that the login credentials provided are kept confidential. It is understood that all intellectual property rights related to the eCRVS application remain with the PSA.

Article 3. RESPONSIBILITIES OF THE PSA

a. Provide the VPN installer (with configuration and credentials), and eCRVS login credentials;

b. Provide the user manual and manual of instructions needed by the LGU;

c. Provide technical support to the LGU subject to the provisions of Warranties of the PSA. Technical support includes, but is not limited to, assistance in the installation of the VPN and use of the VPN credentials, troubleshooting the eCRVS system, and provision of software patches and upgrades to the eCRVS application. This support does not include troubleshooting computer hardware problems and installing and configuring operating systems;

d. Provide revisions and/or upgrades of the eCRVS web application, for free to those who entered into this agreement;

e. Notify the LGU if there are changes, upgrades, or scheduled downtimes affecting system functionality; and

f. *Conduct random, regular, and annual audits.*

Article 4. <u>RESPONSIBILITIES OF THE LGU</u>

a. Provide all relevant computer hardware and software environment, including protection from viruses, necessary to be able to use the eCRVS application;

b. Designate staff who will undergo the training on the use of the eCRVS application conducted by the PSA. Training fees shall be on the account of the LGU;

c. Send the soft copy of the encoded civil registry records along with the hard copies of the civil registry documents to the Provincial Statistical Office (PSO) on the 10th day of the reference month, during the transition phase.

d. Coordinate closely with the PSA-PSO on the proper operation and use of the web application;

e. Ensure the integrity of the eCRVS by providing ample security against unauthorized use of the eCRVS;

g. To submit to random, regular, and annual audits conducted by the PSA;

h. To comply with RA No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations (IRR), and other laws and issuances of the National Privacy Commission.

i. To comply with RA No. 8792, otherwise known as the "Electronic Commerce Act" and its IRR, Department of Information and Communications Technology (DICT) Memorandum Circular No. 2014-001 dated 25 April 2014, and Executive Order No. 0810, series of 2009;

j. The LCRO will submit the list of persons with assigned access accounts in the eCRVS application, with their corresponding roles, to the PSA Provincial Statistical Office/Central Office;

k. The LCRO will maintain and limit the list of access accounts and inform the PSA PSO/Central Office immediately of any changes to personnel or roles;

l. The LCRO will assign personnel to monitor, coordinate, and send the data files to PSA. These personnel will coordinate with medical facilities and other stakeholders to ensure the timely and accurate submission of data files during the transition period.

ARTICLE 5. DISTRIBUTION AND TRANSFER OF INFORMATION TECHNOLOGY (IT) EQUIPMENT

a. The transfer of IT equipment in support of the eCRVS pilot implementation shall be undertaken on a loan basis, and the LGU shall ensure the proper safekeeping, utilization, and maintenance of the equipment for the duration of the pilot implementation.

b. All IT equipment provided under the eCRVS pilot implementation shall be issued on loan and shall remain the property of the PSA.

c. The LGU shall use the IT equipment solely for activities related to civil registration and the operation of the eCRVS System, and for no other purpose.

d. The IT equipment issued on loan shall be covered by an inventory and acknowledgment receipt, indicating the description and serial numbers of the equipment, to be signed by the authorized representative of the LGU.

e. The LGU shall ensure secure storage, proper handling, and exclusive use of the IT equipment for eCRVS functions, and shall immediately report any damage, malfunction, or loss to the PSA PSO.

f. The LGU shall be responsible for any loss of, or damage to, the IT equipment arising from misuse, negligence, or failure to exercise due care while the equipment is in its custody.

g. The loan of the IT equipment shall be co-terminus with the pilot implementation or the effectivity of this Agreement, whichever comes earlier, unless otherwise directed by the PSA.

h. The PSA may recall the IT equipment at any time for operational, security, or policy reasons, upon written notice to the LGU. Upon completion of the pilot implementation or upon instruction of the PSA, the LGU shall promptly return the IT equipment in good working condition, reasonable wear and tear excepted.

Article 6. INTELLECTUAL PROPERTY RIGHTS

[LGU] hereby acknowledges that all information, enhancements, alterations, modifications, improvements, discoveries, ideas, processes, designs, trade secrets, or other useful technical information or know-how relating to the eCRVS application remains the intellectual property of the PSA.

The LGU warrants that it shall not use the eCRVS system or in any manner tamper with, reverse engineer, or allow the use of a third party in any unauthorized manner without the prior written consent of PSA, give away their login credentials to unauthorized persons, or represent in any way that the LGU owns the System. The LGU shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy, disclose, transmit, or perform the system or any part thereof, in any form, to any third party.

Article 7. CONFIDENTIALITY AND DATA PROTECTION

The PARTIES agree to treat as confidential all information received relative to this Agreement, and the same shall not be disclosed to any third party unless authorized or allowed by law. Under no circumstances shall the parties use the information, document, and reports obtained herein other than for the purposes as provided for in this Agreement;

In case of a breach, but not limited to, major incidents, operational or otherwise, privacy and information security incidents, other issues material and incidental to this Agreement, the parties shall conduct a joint investigation in accordance with NPC rules on breach reporting and shall identify the cause of the said security breaches for proper resolution and management, as well as ascertainment of liabilities.

The PARTIES shall comply with the provisions of RA No. 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all pertinent issuances of the NPC and its Implementing Rules and Regulations.

Compliance with confidentiality and non-disclosure, and data privacy shall remain in force even after the expiration of this Agreement.

Article 8. WARRANTY

a. Any injury or inconvenience to the public arising from the unauthorized or unintended use of the System shall not be the responsibility of the PSA;

b. The PSA will repair or fix any problem in the application software, provided that they arise from the proper use and installation of the project; and

c. The parties hereby warrant that neither it nor its representatives has offered any government officer any consideration or commission for the Agreement, nor has it or its representative exerted or utilized a corrupt or unlawful influence to secure or solicit this Agreement for any consideration or commission. Any violations of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filing of appropriate cases and other applicable laws against the parties and/or their representatives.

Article 9. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect for a period of three (3) years from the date of signing by the PARTIES.

Article 10. AMENDMENTS AND MODIFICATIONS

Any changes or modifications to this MOA shall become effective and binding only if executed in writing and signed by each Party or their duly authorized representatives. The terms and conditions therein shall prevail over previous written stipulations; however, consistent provisions that were not overturned shall continue to be in full force and effect.

Article 11. TERMINATION

This Agreement may be terminated as follows:

a. Voluntary termination by either party upon receipt of written notice at least 30 days prior to termination.

b. Involuntary termination, in case the LGU violates any of the provisions in this MOA.

After the termination of this MOA, the PSA shall cancel the LGU eCRVS and VPN login credentials. The LGU undertakes to return its copy of the User Manual, Manual of Instructions for the eCRVS system.

Article 12. SEPARABILITY

If one or more provisions of this Agreement shall be held invalid or unenforceable under applicable laws, the PARTIES agree that such provision/s shall be excluded from this Agreement and the remaining provisions shall be enforceable, and either party may cause the renegotiation of the terms that are declared invalid or unenforceable.

Article 13. SETTLEMENT OF DISPUTE

In case of conflict between the PARTIES, arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute.

Any and all disputes arising from the implementation of this MOA not settled by mutual agreement shall be submitted to arbitration in the Philippines.

Article 14. GOVERNING LAW, JURISDICTION, AND VENUE

The construction, interpretation, and enforcement of this MOA shall be governed by the laws of the Republic of the Philippines. Actions arising from this MOA shall be under the jurisdiction of any courts in Quezon City to the exclusion of all others.

Article 15. INDEMNIFICATION

The PARTIES shall mutually indemnify and hold each other harmless from any claims, demands, liabilities, actions, suits, or proceedings asserted or claimed by third parties arising out of this Agreement. This mutual indemnification shall not apply to the Party whose own negligence, act, omission, or misconduct gave rise to any such claim, demand, liability, action, suit, or proceeding.

Article 16. LIABILITIES

The PARTIES shall be responsible for the acts or omissions of their respective personnel in the performance of their responsibilities under this Agreement. Failure or refusal of a Party to comply with the terms of the agreement shall not be construed as a waiver thereof nor prevent the other party from enforcing the same, as warranted by applicable legal provisions.

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

FOR THE PHILIPPINE STATISTICS AUTHORITY	FOR THE [NAME OF CITY/ MUNICIPALITY] _____:
_____	_____

Signed in the presence of:

_____	_____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES S.S. }

_____

Before me appeared _____, with Community Tax Certificate No. _____ issued on _____, at _____, _____; and _____ with Community Tax Certificate No. _____ issued on _____, at _____, _____, known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of _____, at _____, Philippines.

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

For PSA Regional Office only
MOA Control No._____
Copies of properly accomplished MOAs are to be provided to:
ONS, CRS, FAS