Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

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

COMMITTEE REPORT NO. 54-10-2026
February 10, 2026

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman
HON. MARIA ROSARIO B. SORIANO	- Member
HON. RONALDO S. ORTIZ	- Member

RESOURCE PERSONS:

ATTY. RODERICK S. IQUIN	- *City Legal Officer*
MS. CAROLINA A. CALUCAG	- *City Civil Registrar*
MS. RAZIEL T. PAGUNURAN	- *PSA-RSSO 02*
MS. KAREN T. CARONAN	- *PSA-Cagayan*
MR. MICHAEL ANGELO ADDURU	- *PSA-Cagayan*

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, regarding the draft Subscription Agreement between the Tuguegarao City Government and the Philippine Statistics Authority-Regional Statistical Services Office II (PSA-RSSO II) for the utilization of the Administrative Petition for Correction Automated System (APCAS).

FOR THE PRESIDING OFFICER:

The Committee respectfully submits this report concerning the City Mayor's endorsement of the Subscription Agreement with PSA-RSSO II. 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 deliberation on the provisions of the draft Subscription Agreement to ensure its legal sufficiency and alignment with the city's digitalization and public service goals.

FINDINGS:

1. R.A. No. 9048, as amended by R.A. No. 10172, empowers the City Civil Registrar to administratively correct clerical errors, change first names, and rectify birth dates or gender entries without a judicial order, provided the error is patently typographical.

2. The APCAS is a web-based initiative by the PSA designed to streamline and automate the processing of these petitions from the Local Civil Registry Office (LCRO) level up to the PSA Legal Service, reducing manual delays.

3. Both parties acknowledge that APCAS handles sensitive personal information. Operations must strictly adhere to the Data Privacy Act of 2012 (R.A. 10173), ensuring transparency, legitimate purpose, and proportionality in data handling.

4. The Committee notes that the required technical training for staff has been completed, and all necessary hardware and logistics are currently in place for immediate implementation.

RECOMMENDATION:

Upon careful review of the roles and responsibilities outlined in the agreement, the Committee finds the partnership highly beneficial to the Tuguegarao City Government and its constituents.

The Committee recommends the following:

1. The Office of the LCR is to explicitly define the functions and responsibilities of the Data Privacy Officer (DPO) within the local implementation framework.

2. For the Local Civil Registrar to develop a clear process flow chart and officially designate a staff member responsible for the safeguarding and integrity of client personal Information.

The Committee further recommends approval of the Subscription Agreement and adoption of a City Resolution granting the City Mayor authority to sign and enter into the said agreement.

Respectfully submitted:

ATTY. MARC ALDOUS C. BACCAY
Chairman

HON. RONALDO S. ORTIZ
Member

HON. MARIA ROSARIO B. SORIANO
Member

DRAFT RESOLUTION NO. __ -2026

A RESOLUTION APPROVING THE SUBSCRIPTION AGREEMENT WITH THE PHILIPPINE STATISTICS AUTHORITY-REGIONAL STATISTICAL SERVICES OFFICE II (PSA-RSSO II) FOR THE IMPLEMENTATION OF THE ADMINISTRATIVE PETITION FOR CORRECTION AUTOMATED SYSTEM (APCAS) IN TUGUEGARAO CITY AND AUTHORIZING THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO ENTER INTO AND SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE AGREEMENT.

WHEREAS, Republic Act No. 9048, as amended by Republic Act No. 10172, authorizes Local Civil Registrars to administratively correct clerical or typographical errors and change first names or nicknames in civil registry documents without a judicial order;

WHEREAS, the Philippine Statistics Authority (PSA) has developed the Administrative Petition for Correction Automated System (APCAS), a web-based platform designed to streamline, automate, and accelerate the processing of petitions from the local level to the PSA Legal Service;

WHEREAS, the Tuguegarao City Government recognizes that the adoption of APCAS will significantly improve public service delivery by reducing processing times for its constituents;

WHEREAS, the Committee on Rules, Laws, and Ethics, after a comprehensive review, finds the proposed Subscription Agreement to be in order and beneficial to the City, provided that safeguards for data privacy are strictly maintained;

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

BE IT RESOLVED, as it is hereby **RESOLVED** by the Sangguniang Panlungsod of Tuguegarao City in session assembled, to authorize the City Mayor, Hon. Maila Rosario S. Ting-Que, to enter into and sign the Subscription Agreement with the PSA-RSSO II for the use of the APCAS;

RESOLVED FURTHER, that the Local Civil Registry Office (LCRO) is hereby directed to:

1. Define and integrate the specific roles of the Data Privacy Officer (DPO) within the APCAS workflow to ensure compliance with R.A. 10173;
2. Develop and post a clear process flow chart for the public; and
3. Designate a dedicated staff member responsible for the security and confidentiality of all personal data processed through the system.

RESOLVED FINALLY, that copies of this Resolution be forwarded to the Office of the City Mayor, the Local Civil Registrar, and the PSA-RSSO II for their information and guidance.

DONE this ____ day of February 2026, in the City of Tuguegarao, Cagayan.

SUBSCRIPTION AGREEMENT
FOR THE USE OF THE ADMINISTRATIVE PETITION FOR CORRECTION AUTOMATED SYSTEM (APCAS)

This APCAS **Subscription Agreement** (the "Agreement") is entered into by and between:

PHILIPPINE STATISTICS AUTHORITY – REGIONAL STATISTICAL SERVICES OFFICE II (PSA RSSO II), a national government agency created under Republic Act No. 10625, with office address at **Dalan na Pappabalo, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan**, represented herein by **ENGR. GIRME M. BAYUCAN**, in his capacity as **Regional Director**, hereinafter referred to as the **"PSA"**;

– and –

CITY GOVERNMENT OF TUGUEGARAO , through its **Local Civil Registry Office (LCRO)**, with office address at **Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan**, represented herein by **HON. MAILA ROSARIO S. TING-QUE**, in her capacity as **City Mayor**, hereinafter referred to as the **"LCRO Subscriber"**;

The PSA and the LCRO Subscriber are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party."**

RECITALS

WHEREAS, Republic Act No. 9048, as amended by Republic Act No. 10172, authorizes the city or municipal civil registrar and the consul general to administratively correct clerical or typographical errors and to change the first name or nickname in the civil register without need of a judicial order, and further to administratively correct the day and month in the date of birth and the recorded sex of a person when it is patently clear that there was a clerical or typographical error or mistake in the entry;

WHEREAS, the PSA has developed the Administrative Petition for Correction Automated System (APCAS), a web-based system designed to automate the processing of administrative petitions for correction of clerical or typographical errors and change of first name, and related changes authorized under RA 9048 and RA 10172, from the LCRO level up to the PSA Legal Service – RA Unit;

WHEREAS, the Parties recognize that APCAS involves the processing of personal and sensitive personal information found in civil registry documents and must therefore be operated in accordance with the Data Privacy Act of 2012 (RA 10173) and its Implementing Rules and Regulations, which require, among others, that processing of personal data be guided by the principles of transparency, legitimate purpose, and proportionality, and that appropriate safeguards and breach response mechanisms be in place;

WHEREAS, the LCRO Subscriber desires to subscribe to and use APCAS free of charge for the authorized administrative corrections, and the PSA agrees to grant such subscription and access under the terms and conditions herein provided;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement:

1. **"APCAS"** means the Administrative Petition for Correction Automated System, a web-based system developed, owned, and maintained by the PSA for processing administrative petitions under RA 9048 and RA 10172.
2. **"Authorized Users"** are LCRO Subscriber personnel duly designated, trained, and granted user accounts by the PSA to access and use APCAS.
3. **"Petitioner Data"** refers to all personal, sensitive personal, and identifying information, documents, images, and records of petitioners encoded, uploaded, stored, transmitted, or generated within APCAS.
4. **"Subscription Term"** means the period during which the LCRO Subscriber is authorized to access and use APCAS under this Agreement.
5. **"Confidential Information"** includes Petitioner Data and any non-public information on APCAS, its configuration, security controls, and internal PSA procedures, to which the LCRO Subscriber gains access by virtue of this Agreement.

ARTICLE II
SUBSCRIPTION GRANT AND SCOPE OF USE

1. **Grant of Subscription.** Subject to the terms of this Agreement, the PSA hereby grants to the LCRO Subscriber a non-exclusive, non-transferable, limited subscription to access and use APCAS during the Subscription Term.
2. **Purpose and Scope.** The LCRO Subscriber shall use APCAS solely for official purposes associated with (1) the correction of clerical or typographical errors in civil registry entries; and (2) the change of first name or nickname, and other administrative corrections allowed under RA 9048 and RA 10172, in accordance with said laws, their IRRs, and applicable PSA circulars.
3. **Exclusions.** Unless otherwise specifically authorized in writing by the PSA, the LCRO Subscriber shall not use APCAS for: (1) migrant administrative petitions and (2) foreign administrative petitions.
4. **Ownership.** APCAS, including its software, databases, interface, documentation, and all updates or enhancements, shall remain the exclusive property of the PSA. No intellectual property rights are transferred to the LCRO Subscriber under this Agreement.

ARTICLE III
USER ACCOUNTS AND ACCESS CONTROL

1. **Creation of Accounts.** The PSA shall create APCAS user accounts for Authorized Users based on a written endorsement by the Municipal Civil Registrar.

2. **Use by Authorized Users Only.** The LCRO Subscriber shall ensure that:
    a. accounts are used only by the specific Authorized User to whom they are assigned;
    b. usernames and passwords are kept confidential and not shared; and
    c. user rights are promptly revoked or adjusted when personnel are reassigned, separated, or otherwise no longer authorized.
3. **Physical and Logical Access.** The LCRO Subscriber shall:
    a. operate APCAS from secure LCRO premises or other PSA-approved locations; and
    b. prevent any unauthorized third party from accessing APCAS or viewing Petitioner Data on screen, in print, or in electronic exports.

ARTICLE IV
OBLIGATIONS OF THE LCRO SUBSCRIBER

The LCRO Subscriber shall:

1. **Legal Compliance.** Ensure that petitions processed through APCAS fall within the administrative authority granted by RA 9048 and RA 10172 and comply with all PSA rules and guidelines.
2. **System Procedures.** Strictly follow the PSA's APCAS User Manual and any supplemental issuances on:
    a. petition encoding and verification;
    b. uploading and quality-checking of scanned documents;
    c. generation and safekeeping of decisions and certificates of finality; and
    d. handling of incomplete, rejected, or returned petitions.
3. **Designation of Focal Persons.** Designate at least one APCAS Focal Person and one Alternate Focal Person who shall coordinate with PSA RSSO II on operational and technical issues.
4. **Data Privacy and Security.** Implement appropriate organizational, physical, and technical safeguards over Petitioner Data, in line with the Data Privacy Act IRR which requires confidentiality and proper handling at all times.
5. **Incident Reporting.** Immediately notify the PSA of any suspected or actual unauthorized access, data breach, or misuse of APCAS accounts and cooperate in investigation and remediation, including compliance with any NPC-mandated breach notification consistent with the IRR of the Data Privacy Act.
6. **No Misuse.** Refrain from:
    a. using APCAS for non-official or personal purposes;
    b. attempting to alter, reverse-engineer, or otherwise tamper with APCAS; or
    c. disabling or bypassing security features.
7. **Records Management.** Maintain proper paper and electronic files of civil registry records in accordance with existing laws and PSA policies, to ensure continuity of records in case of system downtime.
8. **Feedback and Cooperation.** Perform the following:
    a. record and relay to PSA all observations, issues, and feedback on APCAS;
    b. provide comments and recommendations for system improvement upon PSA's request;
    c. cooperate with PSA in any system review, audit, or enhancement activity.

ARTICLE V
OBLIGATIONS OF THE PSA

The PSA shall:

1. **Provide and Maintain Access.** Provide secure access to APCAS for the LCRO Subscriber's Authorized Users during the Subscription Term, subject to scheduled maintenance and events beyond PSA's reasonable control.
2. **Orientation and Training.** Conduct or facilitate orientation and training sessions for Authorized Users on:
   a. the legal framework of RA 9048 and RA 10172;
   b. basic and advanced use of APCAS; and
   c. incident reporting and escalation.
3. **Technical Support.** Provide reasonable technical support through PSA RSSO II and/or the central ICT/service desk for APCAS-related issues.
4. **System Maintenance and Upgrades.** Maintain APCAS and implement updates and security patches, informing the LCRO Subscriber of material changes affecting system use or data handling.
5. **Data Protection.** Implement appropriate data protection measures within APCAS consistent with RA 10173 and its IRR, including access controls and confidentiality obligations upon PSA personnel.

ARTICLE VI
DATA PRIVACY AND CONFIDENTIALITY

1. **Legal Framework.** The Parties recognize that Petitioner Data constitutes personal and/or sensitive personal information and shall process the same in accordance with RA 10173, its IRR, and relevant issuances of the National Privacy Commission (NPC). The IRR stresses that information must be properly handled, kept accurate and relevant, and used only for the stated purpose.
2. **Purpose Limitation.** Petitioner Data in APCAS shall be used only for legitimate purposes related to administrative petitions under RA 9048 and RA 10172 and related civil registration functions.
3. **Confidentiality Obligation.** Each Party shall treat Petitioner Data and other non-public information accessed via APCAS as confidential and shall not disclose the same to any third party except:
   a. when required by law or lawful order of a court or government agency; or
   b. when necessary for official functions and in compliance with data privacy requirements.
4. **Security Measures.** Each Party shall adopt reasonable and appropriate organizational, physical, and technical security measures to protect Petitioner Data against unauthorized access, alteration, disclosure, or destruction, consistent with the Data Privacy Act principles of transparency, legitimate purpose, and proportionality.
5. **Breach Management.** In the event of a personal data breach involving APCAS:
   a. the affected Party shall promptly inform the other;
   b. both Parties shall coordinate in containment and investigation; and
   c. notifications to the NPC and affected data subjects, if required, shall be made within the period and in the manner prescribed by the IRR of the Data Privacy Act.

ARTICLE VII
FEES AND COST ALLOCATION

1. **Free Subscription.** The Parties expressly acknowledge that the subscription and use of APCAS is free of charge. The PSA shall not collect any subscription, license, or usage fee from the LCRO Subscriber for APCAS under this Agreement.
2. **Equipment and Connectivity.** The LCRO Subscriber shall provide and shoulder costs for:
   a. desktop computers or workstations meeting PSA's minimum specifications;
   b. printers, scanners, and related peripherals; and
   c. reliable internet connectivity adequate for APCAS operations.
3. **Operating Expenses.** Each Party shall shoulder its own operating expenses, including personnel costs, utilities, and travel/training expenses related to APCAS, unless otherwise agreed in writing.

ARTICLE VIII
SYSTEM AVAILABILITY AND LIMITATIONS

1. **Availability.** The PSA shall use reasonable efforts to keep APCAS operational and accessible, subject to:
   a. planned maintenance or upgrades; and
   b. unplanned outages caused by force majeure or circumstances beyond PSA's control.
2. **No Absolute Guarantee.** While the PSA endeavors to maintain reliable service, it does not warrant uninterrupted or error-free operation of APCAS.
3. **Fallback Procedures.** In the event of extended downtime, the LCRO Subscriber shall temporarily revert to existing manual or alternative procedures allowed by law and PSA policies, ensuring that petitioners' rights are not unduly prejudiced.

ARTICLE IX
TERM AND TERMINATION

1. **Effectivity and Term.** This Agreement shall take effect upon signing by both Parties and shall remain in force, unless sooner terminated in accordance with this Article.
2. **Renewal.** The Agreement may be renewed upon mutual written consent of the Parties, subject to review of APCAS usage, compliance, and updated PSA policies.
3. **Termination for Cause.** Either Party may terminate this Agreement for substantial breach by the other Party, after written notice and failure to cure within thirty (30) calendar days from receipt of such notice. Substantial breaches include:
   a. serious or repeated violations of data privacy obligations;
   b. deliberate tampering with, or misuse of, APCAS; or
   c. persistent refusal to comply with material PSA system protocols.
4. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon sixty (60) calendar days' prior written notice to the other Party.
5. **Effects of Termination.** Upon expiration or termination:

a. the PSA shall deactivate all APCAS user accounts of the LCRO Subscriber;
b. the PSA may retain Petitioner Data within APCAS only as permitted by law and PSA retention policies; and
c. the LCRO Subscriber shall continue to protect any Petitioner Data already in its custody in accordance with this Agreement and applicable data privacy laws.

ARTICLE X
MISCELLANEOUS

1. **No Agency or Employment.** Nothing in this Agreement shall be construed as creating an agency, partnership, or employer–employee relationship between the Parties. Each Party remains solely responsible for its own personnel.
2. **Non-waiver.** Failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision or any other provision later.
3. **Amendments.** Any amendment or modification to this Agreement shall be in writing and signed by duly authorized representatives of both Parties.
4. **Separability.** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect.
5. **Governing Law and Venue.** This Agreement shall be governed by the laws of the Republic of the Philippines. Any dispute arising from or in connection with this Agreement which cannot be amicably settled shall be submitted to the proper courts of Quezon City (or as the Parties may mutually agree in writing), to the exclusion of all other venues.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the LCRO Subscriber's free subscription to and use of APCAS and supersedes prior oral or written understandings on the same subject, without prejudice to applicable PSA circulars and data privacy policies.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ___ day of _____ 2026, at Tuguegarao City, Cagayan, Philippines.

For the **PHILIPPINE STATISTICS AUTHORITY** Regional Statistical Services Office – II	For the **CITY GOVERNMENT OF TUGUEGARAO** Local Civil Registry Office
ENGR. GIRME M. BAYUCAN Regional Director, PSA RSSO II	**HON. MAILA ROSARIO S. TING-QUE** City Mayor