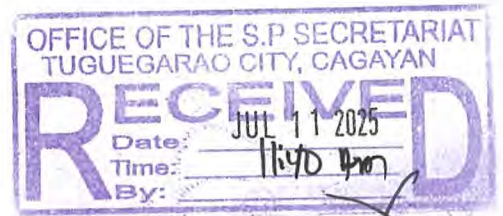




Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number : 0953-588-3721 | email address : cmotuguegaraocity@gmail.com



OFFICE OF THE CITY MAYOR

11 July 2025

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City


Through : **HON. ROSAURO RODRIGO G. RESUELLO**
Vice Mayor
This City

Dear *Members of the Sanggunian*:

Herewith is the Data Turnover Agreement between the Tuguegarao City Government and Philippine Statistics Authority regarding the Community-Based Monitoring System (CBMS) implementation, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- PSA RO2
- City Legal Office
- CPDO
- LCR



DATA TURNOVER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Data Turnover Agreement (DTA)** is entered into this ____ day of _____ 2025, in the City/Municipality of Tuguegarao, by and between:

PHILIPPINE STATISTICS AUTHORITY, a government agency duly established under Republic Act (RA) No. 10625 or the "Philippine Statistical Act of 2013," with office address at Dalan na Pappabalo, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan, 3500 Philippines, represented herein by its Officer-in-Charge, Regional Director, **ENGR. GIRME M. BAYUCAN**, and hereinafter referred to as the "**PSA**,"

and

LOCAL GOVERNMENT OF TUGUEGARAO CITY, a local government unit established pursuant to Republic Act No. 8755 also known as the "Charter of Tuguegarao City", with office address at Carig Sur, Tuguegarao City represented herein by its City/Municipal Mayor, **HON. MAILA ROSARIO S. TING-QUE**, by virtue of Sanggunian Panlungsod Resolution No. _____, and hereinafter referred to as "**LGU**,"

The **PSA** and **LGU** are hereinafter collectively referred to as "Parties,"

WITNESSETH, that:

WHEREAS, the Community-Based Monitoring System (CBMS) was established and instituted in every city and municipality as an economic and social tool for the formulation and implementation of poverty alleviation and development programs that are specific, targeted, and responsive to the basic needs of each sector of the community pursuant to Republic Act (RA) No. 11315 or the Community-Based Monitoring System Act;

WHEREAS, pursuant to PSA Board Resolution No. 04, Series of 2024, a simultaneous conduct of the 2024 Census of Population (POPCEN) and CBMS shall be conducted from July to September 2024 to update the mid-decade inventory of the population of the entire Philippines and update the social registries of national government agencies and local government units for evidence-based project development and program implementation;

WHEREAS, RA 11315 provides that the cities and municipalities can maintain their CBMS database for local-level planning and program implementation, and the PSA shall receive and store all aggregated data gathered by the cities and municipalities to create a national CBMS databank; and

WHEREAS, the PSA, as the lead agency in the implementation of RA 11315 shall undertake measures to ensure the integrity and safety of the gathered information against unnecessary leakage and access by unauthorized persons.

NOW THEREFORE, in consideration of the premises, and the mutual obligations herein, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Delivery of Data.** The PSA shall turnover to the LGU the 2024 CBMS Data in electronic format, which may be through any of the mediums capable of encryption, such as but not limited to the use of an external storage device or electronic mail,

provided that the LGU has provided the following information/documents to the PSA:

- a. Designation Order of the Data Protection Officer (DPO), including the contact information (email address and contact number);
- b. Designation Order of the City/Municipal Statistician, including the contact information (email address and contact number);
- c. Certificate of availability of server or desktop computer for the CBMS database with antivirus and security features, including the specifications;
- d. Details of the location where the local CBMS database will be lodged;
- e. National Privacy Commission (NPC) Registration Certificate of the LGU or proof of registration or application for renewal (if certification is not yet available);
- f. Duly subscribed Attestation stating that the LGU has a Data Privacy Manual and the year of its latest available version;
- g. Plans and programs for managing and securing data; and
- h. Certification stating significant findings on the Privacy Impact Assessment conducted, if applicable.

Provided that, the LGU shall inform the PSA if a new DPO has been appointed or if there are changes in the plans and programs for managing and securing the data. The LGU shall submit the required documentation and contact information for this purpose.

2. **Authority to Transmit/Receive Data.** The following are authorized to transmit/receive data:

PSA	LGU
Claire Dennis S. Mapa, PhD Undersecretary National Statistician and Civil Registrar General	HON. MAILA ROSARIO S. TING-QUE City Mayor City of Tuguegarao Province of Cagayan
Minerva Eloisa P. Esquivias (Assistant National Statistician) Officer-in-Charge Deputy National Statistician Censuses and Technical Coordination Office	ATTY. RODERICK S. IQUIN City Legal Officer City of Tuguegarao
Kristine Joy S. Briones Assistant National Statistician, Community-Based Statistics Service	JOAN M. ROMUALDO Statistician I City of Tuguegarao
Engr. Girme M. Bayucan (Chief Statistical Specialist) Officer-in-Charge, Regional Director Regional Statistical Services Office – 02	
Ernesto M. De Peralta Jr., EnP (Supervising Statistical Specialist) Officer-in-Charge Statistical Operations and Coordination Division Regional Statistical Services Office – 02	

Patricia Anne R. San Buenaventura Chief Statistical Specialist Community-Based Statistics Division	
Cristeta M. Retoma (Supervising Statistical Specialist) Officer-in-Charge Cagayan Provincial Statistical Office	

- Error Corrections.** The Parties shall cooperate to correct any errors in the data that may materially impair its use or dependability. In this connection, either of the parties shall notify the other party and align the data within their possession. In the event of a discrepancy in data, the parties agree to settle the same amicably. No data sharing shall be done unless the discrepancies are resolved.
- Further processing and enhancements.** Either Party may process the data and generate statistics, provided that when such processing will or is expected to have an impact on the integrity of the data, the party who intends to modify the data shall notify the other party in writing. Any discrepancy in the processed data or generated statistics caused by the data modification or enhancement shall be resolved in the same manner under Item 3 of this DTA.
- Storage and Disposal.** The parties shall ensure that the CBMS data shall be stored in a secure location taking into consideration the provisions of RA 11315 and other related laws. Data shall be disposed of in accordance with the provisions of RA 11315 and other relevant issuances thereto.
- Application of Privacy Policy.** The parties agree to comply with the requirements of RA 10173, otherwise known as the “Data Privacy Act of 2012”, its Implementing Rules and Regulations, other relevant issuances of the National Privacy Commission, the provisions of RA 11315, and the security protocols issued by the PSA in the processing of CBMS data.

Notwithstanding the abovementioned provisions, the LGU shall ensure the security of the CBMS data after its successful turnover and shall hold the PSA harmless on any security incident or breach of data that is already under its possession.

- Data Sharing.** The LGU may share the CBMS data in accordance with RA 11315 and RA 10173 subject to Item No. 6. Any generated statistics of the LGU from the CBMS data shall be attributed solely to the LGU and not PSA. A Data Sharing Agreement shall be entered by the LGU upon sharing the data with a government agency, and a Memorandum of Agreement if the data is shared with a private entity. Moreover, a Non-Disclosure Agreement shall be signed upon data sharing.
- Release of Statistics.** The PSA shall not be held responsible and accountable for any information derived from the processing or manipulating of the CBMS data. The LGU undertakes to assume full responsibility for any generated information from the CBMS data.
- Liabilities.** The LGU shall be held solely liable for any damages suffered by any data subject caused by a data security incident or data breach in connection with the turned-over CBMS data.
- Modifications and Waivers.** This DTA may not be modified except by writing and signed by an authorized representative of both parties. A waiver by a party of its rights hereunder shall not be binding unless contained in writing and signed by an

authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

11. **Assignment.** This DTA may not be assigned by a party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties have executed and sealed this DTA on the date and place written above.

For:

**PHILIPPINE STATISTICS AUTHORITY
(PSA)**

For:

**LOCAL GOVERNMENT OF TUGUEGARAO
(LGU)**

ENGR. GIRME M. BAYUCAN
(Chief Statistical Specialist)
Officer-in-Charge
Regional Statistical Services Office – 02

Hon. MAILA ROSARIO S. TING-QUE
City Mayor
City of Tuguegarao

Witnesses:

ERNESTO M. DE PERALTA JR., EnP.
(Supervising Statistical Specialist)
Officer-in-Charge
Statistical Operations and Coordination Division
Regional Statistical Services Office – 02

CHONA Q. SEDANO, EnP.
City Planning and Development Coordinator
City of Tuguegarao

CRISTETA M. RETOMA
(Supervising Statistical Specialist)
Officer-in-Charge
Cagayan Provincial Statistical Office

ATTY. RODERICK S. IQUIN
City Legal Officer
City of Tuguegarao

Republic of the Philippines)
Quezon City) ss.

ACKNOWLEDGMENT

On the same date and at the same place written above, personally appeared before me, a Notary Public in and for _____, the following persons:

NAME	IDENTIFICATION DOCUMENT	DATE ISSUED	PLACE ISSUED
ENGR. GIRME M. BAYUCAN	PSA ID No. 004632	December 15, 2008	PSA, Quezon City
Hon. MAILA ROSARIO S. TING-QUE			

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

This document consisting of five (5) pages including this page wherein the acknowledgment is written has been signed by the parties and their witnesses on each and every page thereof and relates to a Data Turnover Agreement.

IN WITNESS WHEREOF, I hereunto sign this document and affix my seal of office on the date and at the place aforementioned.

NOTARY PUBLIC

Doc. No: _____
Page No.: _____
Book No.: _____
Series of 2025.