

MEMORANDUM CIRCULAR

No. 08
Series of 2020

SUBJECT : SIMPLIFIED DATA SHARING GUIDELINES ON THE PROVISION OF DSWD PROGRAMS AND SERVICES DURING A NATIONAL STATE OF EMERGENCY

I. RATIONALE

The Department of Social Welfare and Development (DSWD) remains faithful to its mandate to provide social welfare and protection programs and services to the poor, vulnerable, and disadvantaged even in times of National State of Emergency. In order not to disrupt its operation, the Department may resort to alternative means in providing basic and vital services to indigent Filipinos including payouts of Social Benefit grants.

The DSWD, upon enactment of an enabling law, may partner with other Government Agencies, Bureaus, or Local Government Units (LGU) for the continuous implementation of its program and services in emergency cases where sharing of data is inevitable, provided that data sharing is regulated in accordance with the existing laws and policies.

II. LEGAL BASIS

- **Republic Act No. 10173 or the Data Privacy Act of 2012**, An Act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector. The law protects the fundamental human right of privacy, of communication while ensuring free flow of information to promote innovation and growth:

Section 22: "All sensitive personal 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 communications technology industry, and as recommended by the Commission. The head of each government agency or instrumentality shall be responsible for complying with the security requirements mentioned herein while the Commission shall monitor the compliance and may recommend the necessary action in order to satisfy the minimum standards."

- **Exemption clauses on the Data Privacy Act of 2012 as per Implementing Rules and Regulations of Republic Act No. 10173**

"Section 5. Special Cases. The Act and these Rules shall not apply to the following specified information, only to the minimum extent of collection, access, use, disclosure or other processing necessary to the purpose, function, or activity concerned:

x x x

3. Information relating to a benefit of a financial nature conferred on an individual upon the discretion of the government, such as the granting

of a license or permit, including the name of the individual and the exact nature of the benefit: Provided, that they do not include benefits given in the course of an ordinary transaction or as a matter of right;

x x x

d. Information necessary in order to carry out the functions of public authority, in accordance with a constitutionally or statutorily mandated function pertaining to law enforcement or regulatory function, including the performance of the functions of the independent, central monetary authority, subject to restrictions provided by law.

x x x

Section 21. *Criteria for Lawful Processing of Personal Information.* Processing of personal information is allowed, unless prohibited by law. For processing to be lawful, any of the following conditions must be complied with:

x x x

d. The processing is necessary to protect vitally important interests of the data subject, including his or her life and health;

e. The processing of personal information is necessary to respond to national emergency or to comply with the requirements of public order and safety, as prescribed by law;

f. The processing of personal information is necessary for the fulfillment of the constitutional or statutory mandate of a public authority;"

- **RA 7432, the Senior Citizens Act**, as amended by RA 9257 and RA 9994, which established the Social Pension Program for indigent Senior Citizens.
- **RA 11310, Pantawid Pamilyang Pilipino Program Act** or an Act Institutionalizing the Pantawid Pamilyang Pilipino Program (4Ps).
- **Executive Order No. 867, s. 2010.** The order provides the adoption of the National Household Targeting System for Poverty Reduction as the mechanism for identifying poor households who shall be recipients of social protection nationwide.
- **RA 10963 or the TRAIN Law** amended Section 288 of the National Internal Revenue Code to institutionalize a social welfare and benefits program that includes the Unconditional Cash Transfer as one of its components.



III. SCOPE/COVERAGE

This guideline shall apply to all Offices, Bureaus, Services, and Units (OBSUs) within the DSWD Central Office (CO), the Field Offices (FOs) as the *First Party* or *source of data*.

The *Second Party, requesting party, or the recipient of data* shall be the National Government Agencies (NGAs) and Local Government Units (LGUs) as part of the Emergency Task Force.

IV. DEFINITION OF TERMS

1. **EMERGENCY** - refers to any serious, unexpected, and dangerous situation, where immediate action is needed to avoid harmful impact towards people or communities.
2. **STATE OF EMERGENCY** - is a situation in which a local government is empowered to perform actions, or impose policies that it would normally not be permitted to undertake. A government can declare such a *state* during a natural disaster, medical pandemics/epidemics, civil unrest, or armed conflict.
3. **STATE OF CALAMITY**¹ - a condition involving mass casualty and/or major damages to property, disruption of means of livelihoods, roads and normal way of life of people in the affected areas as a result of the occurrence of natural or human-induced hazard.
4. **DATA SHARING**² - is the disclosure or transfer to a third party of personal data under the custody of a personal information controller or personal information processor. In the case of the latter, such disclosure or transfer must have been upon the instructions of the personal information controller concerned. The term excludes outsourcing, or the disclosure or transfer of personal data by a personal information controller to a personal information processor.
5. **PERSONAL INFORMATION (PI)**³ - refers to information whether recorded in material form or not, from which the identity of the individual is apparent or can be reasonably or directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.
6. **DATA-PRIVACY OFFICER (DPO)**⁴ - The DPO shall be accountable for ensuring the compliance by the PIC or PIP with the DPA, its IRR, issuances by the NPC, and other applicable laws and regulations relating to privacy and data protection.
7. **PERSONAL INFORMATION CONTROLLER (PIC)** - Section 3, item h of the Republic Act 10173 describes this as "refers to a person or organization who controls the collection, holding, processing or use of personal information, including a person or organization who instructs another person or organization

¹ Source: Republic Act No. 10121 or the Philippine Disaster Risk Reduction and Management Act of 2010

² Source: Republic Act No. 10173 or the Data Privacy Act of 2012

³ Source: Republic Act No. 10173 or the Data Privacy Act of 2012

⁴ Source: NPC Advisory No. 2017-01 – Designation of Data Protection Officers

to collect, hold, process, use, transfer, or disclose personal information on his or her behalf. This term excludes:

- a. A person or organization who performs such functions as instructed by another person or organization, and;
 - b. An individual who collects, holds, processes, or uses personal information in connection with the individual's personal, family, or household affairs."
8. **PERSONAL INFORMATION PROCESSOR (PIP)** - Section 3, item i of the Republic Act 10173 describes this as "refers to any natural or juridical person qualified to act as such under this Act to whom a personal information controller may outsource the processing of personal data pertaining to the data subject."
 9. **ENCRYPTION** - is the process of converting electronic data into another form called ciphertext so that it cannot easily be understood except by authorized parties.
 10. **ENCRYPTED COMPACT DISC (CD)** - refers to the medium where the data requested will be stored, and only authorized parties will be able to access using a password in order to utilize the data requested.
 11. **NON-DISCLOSURE AGREEMENT** - is a binding contract between parties, with consequences if agreements are violated.
 12. **DSWD PROGRAMS AND SERVICES** - refers to the menu of programs and services of the Department of Social Welfare and Development (DSWD).
 13. **LGU** - refers to the Local Government Unit as defined under Republic Act 7190 or the Local Government Unit Code.
 14. **NGA/LGU REQUEST FORM** - refers to the form duly accomplished by the NGA/LGU in order to request a specific database from DSWD.
 15. **NGA/LGU RELEASE FORM** - refers to the form used to release a DSWD database to the requesting party. An Encrypted Compact Disc (CD) is attached to the NGA/LGU Release Form.
 16. **SOCIAL PENSION PROGRAM FOR INDIGENT SENIOR CITIZENS** - is the additional government assistance in the amount of five hundred pesos (P500.00) monthly stipend, to augment the daily subsistence and other medical needs of Indigent Senior Citizens.
 17. **LISTAHANAN** - is an information management system that identifies who and where the poor are in the country. The system makes available to national government agencies and other social protection stakeholders a database of poor families as reference in identifying potential beneficiaries of social protection programs.
 18. **PANTAWID PAMILYANG PILIPINO PROGRAM** - is a human development program of the national government that invests in the health and education of poor households, particularly of children aged 0-18 years old.



V. SIMPLIFIED DATA SHARING PROCESS

1. The Head of the National Government Agency (NGA) / Local Chief Executive of the Local Government Unit (LGU) shall forward the request to access a specific DSWD appropriate database (i.e. UCT, Listahanan, Social Pension, 4Ps, or database from other DSWD programs and services), by filling out an **NGA / LGU Data Request Form**, that indicates the following:
 - a. Purpose and use of the data being requested, and a request to enter into a Data Sharing Agreement under the present national state of emergency;
 - b. Period when the data requested will be used;
 - c. Destruction or return of the Encrypted Compact Disc upon abrupt termination of the agreement, or expiration of the period of agreement;
 - d. Name of the designated Data Privacy Officer (DPO) of the NGA / LGU, who shall be in-charge of overseeing the security of the shared data in accordance to the Data Privacy Act of 2012;
 - e. Name of the Local Chief Executive or the Head of the Agency who shall act as the Personal Information Controller (PIC);
 - f. Computer that will use the data and where to store the DSWD database.
2. Upon receipt of the DSWD Field Office (FO), the Regional Information Technology Officer (RITO) of the Listahanan, or Soc Pen, or Pantawid, or of any other concerned DSWD FO Program Unit where data is needed, and the Regional Data Privacy Officer (Regional Director/ARDO/ARDA/FO Lawyer) shall evaluate the request and prepare the required data. Under the present condition, data sharing is **limited to**:
 - a. Name (Individual Beneficiary or Head of Household Beneficiary)
 - b. Address
 - c. Date of Birth
3. Once the data is extracted and prepared, the DSWD DPO, together with the DSWD Regional Director (PIC), shall call the NGA/LGU concerned for a Data Privacy Meeting to discuss the following:
 - a. Review of the salient points of the Data Privacy Act of 2012;
 - b. Review of the salient points of the Memorandum of Agreement (MOA) with Non-Disclosure Agreement (NDA) provision;
 - c. Strictly perform destruction of the data that was used after the allowable period of data sharing has expired, and provide a report to the Department of Social Welfare and Development on how the shared data was utilized.
4. After the Data Privacy Meeting has been conducted, a signing of the MOA-NDA shall be performed, where the NGA/LGU DPO, and the Head of Agency or Local Chief Executive (LCE) of the LGU, shall take full responsibility to safeguard the data being shared relative to the mandates of the Data Privacy Act of 2012.
5. After signing of the MOA - NDA of both parties, the DSWD shall then formally endorse the database requested in the form of an Encrypted Compact Disc (CD), attached to the **NGA/LGU Data Release Form**. The NGA/LGU shall properly receive the requested data. **Sharing of requested data is only limited to Encrypted Compact Disc, and electronic mailing of the data to the requesting party is strictly prohibited.**

6. Once the period where the data was shared has expired, the NGA/LGU must either return the Encrypted Compact Disc to the Department of Social Welfare and Development, or destroy the Encrypted Compact Disc. The NGA/LGU shall then be required to submit a report to the DSWD on how the shared data was utilized.

VI. COMPOSITION AND FUNCTIONS

At the DSWD Field Office, the Regional Director shall function as the Personal Information Controller (PIC), while the ARDO/ARDA/FO Lawyer, or a designated Focal Person shall function as the Data Privacy Officer.

The Regional IT Officer of the concerned Program/Service shall exercise strict confidentiality in preparing and extracting the data requested by the LGU/NGA.

At the DSWD Central Office, the designated Data Privacy Officer of the Programs and Services shall be responsible in overseeing any concerns that may be escalated to the concerned NPMO or office, and provide necessary assistance immediately.


VII. EFFECTIVITY

This issuance shall take effect immediately. Let copies of this issuance be distributed to DSWD Central Office and Field Offices for information and guidance.

Issued on the 7th day of APRIL 2020, in Quezon City.


ROLANDO JOSELITO D. BAUTISTA
Secretary

Certified True Copy:


ATTY. KARINA ANTONETTE A. AGUDO
OFFICER-IN-CHARGE
ADMINISTRATIVE SERVICE

Memorandum of Agreement / Non-Disclosure Agreement

between the

Department of Social Welfare and Development (DSWD)

and the

(Name of Second Party / AGENCY / LGU)

KNOW ALL MEN BY THIS PRESENTS:

This Memorandum of Agreement, hereinafter referred to as MOA or Agreement, made and entered into this _____ day of _____ at Quezon City, Philippines, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created and existing under the laws of the Republic of the Philippines with principal office address at Batasang Pambansa Complex, Constitution Hills, Quezon City herein represented by _____ in his/her capacity as the _____, and hereinafter referred to as **First Party**;

and

The (Name of second party), (Description of agency/organization) with office address (Please state) herein represented by (Please state) in his/her capacity as (Please state), and hereinafter referred to as **Second Party**;

WHEREAS, the Philippine Constitution declares that the State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all;

WHEREAS, the **First Party** is mandated under the Administrative Code of 1987 to provide a balanced approach to welfare whereby the needs and interests of the population are addressed not only at the outbreak of crisis but more importantly at the stage which would inexorably lead to such crisis, which strategy requires providing an integrated welfare package to its constituents on the basis of their needs and coordinating the service facilities required from such departments or agencies, governmental and non-governmental, which can best provide them;

WHEREAS, in order to fulfill its mandate and objectives, the Administrative Code of 1987 directs the **First Party** to formulate, develop and implement plans and projects in the field of social welfare and development, identify and deliver appropriate interventions, provide consultative and information services to institutions and organizations involved in social welfare activities;

WHEREAS, the **First Party** is mandated to provide assistance to other national government agencies (NGAs), local government units (LGUs), non-government organizations (NGOs), people's organizations (POs), and members of civil society in the implementation of programs, projects and services that will assist the disadvantaged individuals, families and communities during National State of Emergency or Calamity;

WHEREAS, Section 22 of Republic Act No. 10173 provides that all sensitive personal 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 communications technology industry, and as recommended by the National Privacy Commission (NPC), and that the head of each government agency or instrumentality shall be responsible for complying with the security requirements provide under the Data Privacy Act of 2012;

WHEREAS, National Privacy Commission (NPC) Circular 16-02 provides the rules governing data sharing agreements involving government agencies;

WHEREAS, (insert mandate of particular NPMO/Office who will release the data).

WHEREAS, the **Second Party** is mandated to _____ (Please state) _____;

WHEREAS, the **Second Party** shall implement the social protection programs and services defined in Annex A and be allowed secured access to (DSWD OBSU) data maintained by the First Party;

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

Definitions

For the purposes of this MOA, "personal data", "personal information controller", "process/processing", "data subject" and "data sharing" shall have the same meaning as in Republic Act No. 10173 or the Data Privacy Act of 2012, and its Implementing Rules and Regulations.

Obligations of the First Party

The First Party shall:

1. Act as and have the duties and accountabilities of a personal information controller for all personal data processed by (DSWD OBSU);
2. Have in place reasonable and appropriate physical, technical and organizational measures intended to protect personal data up to the date of transfer to the Second Party, against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
3. Uphold the rights of the data subject in accordance with RA No. 10173 and relevant rules;

4. Have in place the required procedures or protocols so that any person or party acting under the authority of the First Party to have access to the personal data for transfer will respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the First Party;
5. Process and transfer personal data to the Second Party in accordance with the Data Privacy Act, DSWD data sharing protocol, which includes privacy policies and guidelines, and the details of the transfer specified in Annex A of this Agreement;
6. Provide the Second Party, when so requested, with information vital to the proper use and protection of the shared data, particularly on relevant stipulations under the Data Privacy Act and DSWD data sharing and privacy policies and guidelines;
7. Respond, within reasonable time, to information requests and complaints from data subjects and the National Privacy Commission concerning processing of the personal data by the Second Party to the extent reasonably possible and with the information reasonably available to it if the Second Party is unwilling and unable to respond;
8. Make available, upon request and following the procedures laid out in DSWD data sharing and privacy policies and guidelines, a copy of this Agreement to the affected data subjects, as well as the National Privacy Commission where required; and
9. Provide the Second Party with a password that will be used to access encrypted DSWD data (DSWD OBSU eg. Soc Pen, UCT, Listahanan, Pantawid etc.) ; **Provided that** only the Second Party, through its authorized staff enumerated in Annex A, will use such password.

Obligations of the Second Party

The Second Party shall:

1. Act as and have the duties and accountabilities of a personal information controller for all personal data received from the First Party and covered under this Agreement;
2. Have in place appropriate physical, technical and organizational measures to protect the personal data received from the First Party against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
3. Uphold the rights of the data subject in accordance with RA No. 10173 and relevant rules;
4. Receive and further process personal data from the First Party in accordance with RA No. 10173 and the data sharing and privacy policies and guidelines of the First Party, and for purposes described in Annex A;
5. Have the legal authority to give warranties and fulfill the undertakings set out in this Agreement;

6. Have in place the required procedures or protocols so that any person or party acting under the authority of the Second Party to have access to the personal data will be legally answerable to the Second Party to respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only on instructions from the Second Party;
7. **Not disclose or transfer the personal data to a third party, except those disclosures authorized by law, or provided that such transfer or disclosure of personal data to be made by the Second Party to a third party personal information controller will be:**
 - a. **the sole responsibility of the Second Party as a personal information controller, and therefore, will no longer be the accountability or liability of the First Party;**
 - b. compliant to the Data Privacy Act, its IRR and other relevant laws, and executed with adequate safeguards in place for the protection of personal data; and that any infringement against this obligation or applicable law may result in serious fines under RA 101173, its IRR and other guidelines and circulars issued by the National Privacy Commission, and
 - c. Covered by a separate agreement in accordance to the mandates of the National Privacy Act of 2012;

Furthermore, the Second Party ensures that personal data:
 - are processed only according to the extent required;
 - are always accurate and, where necessary, kept up to date;
 - are kept for no longer than is necessary for the purposes for collecting the said personal data;
 - are processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access or processing and accidental loss, destruction or damage, using appropriate physical, technical and organizational measures in accordance to the specification of the appropriate Law.
 - d. The Second Party commits to observe the strictest confidentiality concerning the personal data it shall collect, process, or access to in the performance of its duties and functions, and refrain from disclosing them to any other natural or legal person, including among its workers and other staff, not expressly authorized to access the personal data. This non-disclosure and confidentiality obligation shall stay unaffected without limitation in time, even in the case of resignation or termination from employment, end of term or appointment of the Second Party's authorized personnel or officer handling such data.
8. Have no reason to believe, at the time of entering into this MOA, in the existence of any laws that would have a substantial adverse effect on the guarantees provided for under this Agreement, and it will inform the First Party if it becomes aware of any such laws;
9. Identify to the First Party a designated data protection officer within its organization authorized to respond to information requests and complaints concerning processing of the personal data, and will cooperate in good faith with the First Party, the data subject

and the National Privacy Commission concerning all such enquiries within a reasonable time;

10. Upon reasonable request of the First Party, submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certification by the National Privacy Commission to ascertain compliance with the warranties and undertakings in this MOA, with reasonable notice and during regular business hours;
11. Provide the First Party with information necessary for the sharing of personal data, including but not limited to specific data requirements, processes to be applied to the personal data, timeframe as to when the said data will be needed, and the list of names of the staff and respective position titles who will be authorized to access DSWD data (DSWD OBSU eg. Soc Pen, UCT, Listahanan, Pantawid etc.), and which shall form part of the details of transfer in Annex A, and;
12. Accomplish the feedback report form on data utilization as provided by the First Party.

General Provision

The Parties agree that the provisions of RA No. 10173 shall be considered read into this Agreement and that the same principles of transparency, legitimate purpose and proportionality shall govern the implementation of this Agreement

Termination of Agreement

This MOA shall automatically be deemed terminated at the *(state duration or period of State of Emergency or termination period eg __ days upon lifting of State of Emergency)*. Either party may also be entitled to terminate the MOA in the event of any breach of obligations under the same. The parties agree, however, that the termination of the Agreement at any time, in any circumstances and for whatever reason, does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

In the event of termination of this MOA, the Second Party must securely return all personal data and all copies of the personal data subject to this Agreement to the First Party forthwith or, at the First Party's choice, will destroy all copies of the same according to the requirement for disposal stipulated in RA 10173. The Second Party certifies to the First Party that it has returned all copies or has destroyed the data as stipulated, unless the Second Party is prevented by law from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose.

Description of the Transfer

The details of the transfer and of the personal data are specified in Annex A, which forms an integral part of this MOA. The parties may execute additional annexes to cover additional transfers, which will be submitted to the National Privacy Commission where required. Annex A may, in the alternative, be drafted to cover multiple transfers.

Liabilities

Each party shall be liable for the violation of pertinent provisions of RA10173, and may be penalized as stipulated in Sections 25-37, Chapter VIII of the Act. The parties agree that they may be exempted from this liability upon proving that neither of them is responsible for the said violation.

Breach of any clause of this Agreement, and provisions of the data sharing and privacy policy and guidelines of the First Party shall mean the immediate termination of the MOA and the blacklisting of the Second Party from further usage of any data from (DSWD / DSWD OBSU).

The Second Party further agrees to indemnify the First Party against all costs, claims, damages or expenses incurred by the First Party or for which the First Party may become liable due to any failure by the Second Party or its employees, subcontractors or agents, and any other party receiving the personal data from the Second Party, to comply with the obligations under this Agreement.

Resolution of Disputes with Data Subjects

The Parties agree that a data subject shall have the right to enforce his or her rights as stipulated in RA 10173 against either Party, for their respective breach of their contractual obligations, with regard to the data subject's personal data. In cases involving allegations of breach by the Second Party, the data subject must first directly enforce his or her rights against the Second Party. If the Second Party does not take appropriate action within a reasonable period (which under normal circumstances would be one month) the data subject may then request the First Party to take appropriate action to enforce his or her rights against the Second Party.

In the event of a dispute or claim brought by a data subject concerning the processing of the personal data against either or both of the Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

The Parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed by the NPC for data protection disputes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names in _____, Republic of the Philippines, as of the day and year written above:

Department of Social Welfare and Development
(DSWD)

SECOND PARTY
(Specify the Name)

First Party Personal Information Controller)

Second Party Personal Information Controller

[Importante Note: *Should the signing authority on behalf of the NGA/ LGU is not the Head of Agency or the Local Chief Executive, the requesting party must submit a written document that would show authority of the designated signatory.*]

Signed in the Presence of:

DSWD Designated Data Protection Officer)

(NGA / LGU Designated Data Protection Officer)

[Note: *Written document must be submitted by the NGA / LGU showing the official designation of the LGU Data Privacy Officer.*]

ANNEX A: Description of the Transfer

(Please accomplish this form accurately and exhaustively. Do not be limited by the spaces provided. You may use additional sheets if necessary.)

DATA SUBJECTS

The personal data transferred concern the following categories of data subjects *(Please specify)*:

PURPOSES OF THE TRANSFER

The transfer is made for the following purposes *(Please provide detailed information)*:

CATEGORIES OF DATA

The personal data transferred concern the following categories of data *(Please specify the type of personal data)*:

ADDITIONAL USEFUL INFORMATION

(Describe arrangements for securing password, storage limits and other relevant information)

SECOND PARTY (eg. LGU) DESIGNATED DATA HANDLERS OTHER THAN DATA PROTECTION OFFICER

(Specific names of Designated Staff and their specific roles and responsibilities such as those assigned to handle, process, store, delete data within the specified timeline)

DESIGNATED DATA PROTECTION OFFICERS

First Party	Second Party
_____ (Name)	_____ (Name)
_____ (Position)	_____ (Position)
_____ (Name)	_____ (Name)
_____ (Position)	_____ (Position)

ANNEX B

B – 1: AUTHORITY OF DESIGNATED SIGNATORY

[Note: Should the signing authority on behalf of the LGU is not the Local Chief Executive, the requesting party must submit a written document that would show authority of the designated signatory.]

B – 2: AUTHORITY OF DESIGNATED DATA PRIVACY OFFICER

ACKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	VERIFIED EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
(Name of First Party)	_____	_____
(Name of Second Party)	_____	_____

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

This instrument consists of ten (10) pages including this page wherein this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____ 20__ at _____, Philippines.

NOTARY PUBLIC

Doc. No. ____:
Page No. ____:
Book No. ____:
Series of 20__



DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
IBP Road, Batasan Pambansa Complex, Constitution Hills
Quezon City, 1126

NGA / LGU DATA REQUEST FORM

Date: <date>

To: DSWD Regional Director <Name>, Personal Information Controller
DSWD FO__

This is to request access to the DSWD < name of database/list > database. The <name of agency>/Local Government of < name of NGA/LGU > is requesting the said data in order to <purpose of the accessing data> for the appropriate beneficiary of the <name of Program> Program, for the period of <indicate specific dates needed to use the data>.

After the period of <indicate specific dates needed to use the data>, the data shall be disposed of by surrendering the Encrypted Compact Disc (CD) to the Department of Social Welfare and Development, or destroying the Encrypted Compact Disc (CD). A report shall then be provided to the Department of Social Welfare and Development on how the shared data was utilized.

The requested data is proposed to be stored <indicate the computer where the data will be stored, including its specific location in the office>.

The following employee(s), Mr/Ms/Mrs <name of authorized representative> shall act as the Authorized Representative. As Authorized Representative, his/her primary responsibility is to discuss with the DSWD FO the data needed to implement the <name of program> program as well as how the LGU will use the database.

Mr/Ms/Mrs. <name of the NGA/LGU DPO> shall serve as the NGA / LGU Data Protection officer. As the designated DPO, his/her primary responsibility is to provide the required protection processes, equipment and infrastructure as mandated by the Republic Act 10173, known as Data Privacy Act of 2012.

Both may be reached at mobile numbers < (xxx)-xxx-xxxx > or <(xxx)-xxx-xxxx >, landline number <xxxxxxx> loc. <xxx>, respectively, and emailed at <indicate official email address>.

By signing below, you confirm that you are the Authorized LGU Representative and the Data Privacy Officer named in this LGU Data Request Form.

This simplified data sharing facility is offered only during major crises and emergencies in order to facilitate rapid response and assistance to those in need. Both Authorized Representative and Data Protection Officer shall serve as the primary contact person for clarification and other matters regarding matters related to the data shared.

Name of LCE/Head of Agency
Signature over Printed Name

Name of NGA/LGU Data Privacy Officer
Signature over Printed Name

Please return signed form to the DSWD Field Office located at:
(NAME OF FIELD OFFICE)
(ADDRESS OF FIELD OFFICE)
(CONTACT NUMBER OF FIELD OFFICE)



DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
IBP Road, Batasan Pambansa Complex, Constitution Hills
Quezon City, 1126

NGA / LGU DATA RELEASE FORM

STORAGE DEVICE/S ATTACHED TO THIS FORM	
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This is to authorize the receiving party to acquire and use privileged data from the Department of Social Welfare and Development. It is the responsibility of the Receiving Party to ensure the safekeeping, proper transmittal, handling and restricted access to the agreed purpose of this data as indicated in the (name of DSWD issuance for emergency data requests).

Also in accordance with the Data Privacy Act, we have secured the data using a coded password. You may coordinate with (name of DSWD RITO or RDPO) thru the following contact numbers: (indicate mobile/landline) to provide the said password.

Unauthorized sharing, access or duplication of this data is strictly prohibited.

Released by:

Received by:

Name of Regional Director (PIC)
Signature over Printed Name

Name of LCE/Head of Agency
Signature over Printed Name

Witnessed by:

Name of NGA/LGU Data Privacy Officer

Name of Regional Data Privacy Officer

Date Released: _____

Date Received: _____

Please return signed form to the DSWD Field Office located at:
(NAME OF FIELD OFFICE)
(ADDRESS OF FIELD OFFICE)
(CONTACT NUMBER OF FIELD OFFICE)

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