

**MEMORANDUM CIRCULAR**No. 15

Series of 2021

SUBJECT : GUIDELINES ON THE SHARING OF DATA GENERATED FROM THE LISTAHANAN DATABASE TO EXTERNAL STAKEHOLDERS

I. RATIONALE

Social protection entails the provision of immediate response to various types of risks and vulnerabilities that confront Filipino households. In its effort to help address these risks and guarantee that the poor receive responsive social protection programs within the context of new development challenges, the government of the Philippines, through the Department of Social Welfare and Development (DSWD), adopted a household targeting system called the National Household Targeting System for Poverty Reduction (NHTSPR) or Listahanan. The system intends to: (i) formulate a unified criteria for the identification of the poor population through scientific means; (ii) install a focused targeting that shall reduce leakages in the delivery of government's social protection programs; and (iii) facilitate sharing of database to the public and other social protection stakeholders.

In carrying out its mandate, the DSWD, through the National Household Targeting Office (NHTO) collects and processes a large amount of data, including personal and sensitive information of households every assessment period. Protecting the information derived during the data collection and validation activities is a fundamental duty of the Department and the Listahanan project. The processing of personal data carries inherent risks that are often unrecognized and unaddressed. Privacy breaches and the disclosure of data, whether intentional or unintentional, may have important ethical and operational repercussions.

These policy guidelines have been developed to institutionalise a set of processes involved in the sharing and utilization of Listahanan data with end-users. They cover data protection principles and their application to the sharing of Listahanan results.

II. LEGAL BASES

These guidelines are anchored on the provisions of the following relevant laws and issuances related to data protection and security, as well as data sharing in general.

1. Executive Order No. 867, series of 2010

The Order provides for the adoption of the National Household Targeting System for Poverty Reduction (NHTSPR) as the Mechanism for Identifying Poor Households who shall be recipients of Social Protection Programs Nationwide. All national government agencies (NGA) are mandated to use the data generated by the system in prioritizing beneficiaries of government's social protection programs and projects. Section 2 of the Executive Order directs the DSWD to maintain the system, serve as the repository of the data on poor households, and update the data every four years.

2. Republic Act No. 10173 or Data Privacy Act, 2012

An Act protecting personal information stored in information and communications technology (ICT) 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.

3. National Privacy Commission Circular 03 Series of 2020-Section 2F- Data Sharing

The Circular provides the definition of Data Sharing as "the sharing, disclosure, or transfer to a third party of personal data under the custody of a personal information controller to one or more other personal information controller/s.

4. National Privacy Commission Circular 16-01 Security of Personal Data in Government Agencies

This Circular provides rules to assist government agencies engaged in the processing of personal data to meet their legal obligations under Republic Act No. 10173, also known as the Data Privacy Act of 2012, and its corresponding Implementing Rules and Regulations. A government agency may use these rules to issue and implement more detailed policies and procedures, which reflect its specific operating requirements.

5. National Privacy Commission Circular 16-01 series of 2016 Security of Personal Data in Government Agencies

Section 1 of the Circular, under General Principle, states that to facilitate the performance of a public function or the provision of a public service, a government agency may share or transfer personal data under its control or custody to a third party through a data sharing agreement; provided, that nothing in the Circular shall be construed as prohibiting or limiting the sharing or transfer of any personal data that is already authorized or required by law.



6. Republic Act No. 6713 or Code of Conduct and Ethical Standards for Public Officials and Employees, 1989

Section 7(c) of the law stipulates that public officials and employees shall not use or divulge confidential or classified information officially known to them by reason of their office and not made available to the public either (i) to further their private interests or give undue advantage to anyone or (ii) to prejudice the public interest.

7. NAP General Circular Nos. 1 and 2, National Archives of the Philippines, 2009

The NAP Circulars prescribes the rules and regulations governing the management of public records and sets the guidelines on the disposal of valueless records in government agencies.

8. Executive Order No. 2, series of 2016

The Order operationalizes in the Executive Branch of government the people's constitutional right to information and the State policies to full public disclosure and transparency in the public service. The EO prescribes the procedures that will guide public officials in ensuring the full protection of an individual's right to information and privacy.

9. Republic Act No. 11310 or Pantawid Pamilyang Pilipino Program Act, 2019

Also known as the 4Ps Act, the law prescribes the use of a standardized targeting system to be used in the selection of program beneficiaries, to wit:

Section 5. Selection of Qualified Household-Beneficiaries. On a nationwide basis, the DSWD shall select qualified household-beneficiaries of the 4Ps using a standardized targeting system. It shall conduct regular revalidation of beneficiary targeting every three (3) years.

Section 6. Eligible Beneficiaries. Farmers, fisherfolks, homeless families, indigenous peoples, those in the informal settler sector, and those in geographically isolated and disadvantaged areas, including those in areas without electricity, shall be automatically included in the standardized targeting system to be conducted by the DSWD; provided, that to be eligible for the cash grants, households or families must meet the following criteria:

- (a) Classified as poor and near-poor based on the standardized targeting system and the poverty threshold issued by the Philippine Statistics Authority (PSA) at the time of selection;
- (b) Have members who are aged zero (0) to eighteen (18) years old or have members who are pregnant at the time of registration; and
- (c) Willing to comply with the conditions specified in this Act.

10. Republic Act No. 11291 or Magna Carta of the Poor, 2019

The law intends to provide an overarching policy in addressing poverty in the Philippines, of which a targeting system and profiling of the poor is important.

Section 7. System for Targeting of Beneficiaries. - The NEDA shall maintain and periodically review, in consultation with PSA, a single system of classification to be used for targeting beneficiaries of the government's poverty alleviation program and projects to ensure that such programs/projects reach the intended beneficiaries. The DSWD in coordination with NEDA and the NAPC shall identify the target beneficiaries.

11. Memorandum Circular No. 12 series of 2017 Guidelines in sharing the data generated from the Listahanan 2

The guidelines establish a systematic way of sharing data as well as information on poor households that may be eligible for various social protection programs and services; ensuring that mechanisms to safeguard the personal and sensitive personal information of households in the Listahanan database are in place.

12. Administrative Order 008 series of 2017 Guidelines in Accessing the Result of Listahanan 2 for DSWD Field Offices

This guidelines facilitates sharing of the results of Listahanan 2 specifically with DSWD Offices. It will strengthen the mechanism for data sharing by ensuring compliance to pertinent laws including Republic Act 10173 otherwise known as the Data Privacy Act of 2012 and Executive Order No. 02, Series of 2016 on the Freedom of Information.

13. Republic Act No. 11032 or Ease of Doing Business and Efficient Government Service Delivery Act, 2018

The law aims to promote integrity, accountability, proper management of public affairs and public property, as well as to establish effective practices aimed at efficient turnaround of the delivery of government services and the prevention of graft and corruption in government.

14. DSWD Memorandum Circular No. 8, series of 2020

The document details the simplified data sharing guidelines on the provision of DSWD programs and services during a national state of emergency.

III. DEFINITION OF TERMS

1. **Anonymizing** refers to the stripping or disguising of an information that could be used to identify an individual from a data set. It is used to prevent identification of the individual either directly or by deduction.

2. **Compliance Officer for Privacy (COP)** is an individual or individuals who perform some of the functions of the Data Privacy Officer (DPO), as in these cases:
 - a. *Local government units (LGUS)*. Aside from having a DPO, a component city, municipality, or barangay can designate a COP as long as the COP shall be under the supervision of the DPO.
 - b. *Government agencies*. Aside from having a DPO, a government agency that has regional, provincial, district, city, municipal offices, or any other similar sub-units may designate or appoint a COP for each sub-unit. The COPs shall be under the supervision of the DPO.
3. **Data Center** refers to a central repository, which may be physical or virtual, may be analog or digital, used for the storage, management, and dissemination of data, including personal data.
4. **Data Generation** refers to the phase covering the data mining activity and the preparation of requested data in electronic form. All data requests generated involving personal and sensitive personal information shall be prepared in electronic form that is encrypted and password-protected.
5. **Data Protection Officers (DPO)** are individuals tasked to ensure compliance with applicable laws and regulations for the protection of data privacy and security. DPOs shall manage the privacy aspect in the different areas of operations and shall plan, implement, and evaluate policies for data privacy and security. For government agencies and instrumentalities, designated DPOs must be an organic employee of the agency (NPC Circular 16-01 Section 3, F).
6. **Data Sharing** is the disclosure or transfer of information and/or personal data to another party under the custody of a personal information controller or personal information processor.
7. **Data Sharing Agreement** refers to a contract, joint issuance, or any similar document that contains the terms and conditions of a data sharing arrangement between two or more parties: Provided, that only personal information controllers (PIC) shall be made parties to a data sharing agreement.
8. **End User** refers to the consumer of the Listahanan database for social protection programs and services.
9. **Name Matching** is an activity undertaken primarily to determine if a household is in the Listahanan data base with corresponding poverty status.
10. **Personal Data** is any information relating to an individual that identifies the individual or can be used to identify them. A person can be identified directly from data through their name, surname, and identification number, or any other person specific data entry. They may be identified indirectly from data that describes recognizable attributes, such as specific physical,

physiological (including biometric and genetic), behavioral, mental, economic, cultural, or social characteristics. Data protection laws and policies typically distinguish between categories of personal data, depending on how strictly the information must be protected. These categories are as follows:

- 10.1. **Personal Information (PI)** refers to information whether recorded in material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.
- 10.2. **Sensitive Personal Information (SPI)** refers to personal information about an individual's race, ethnic origin, marital status, color, religion, and philosophical or political affiliations. It also includes information on an individual's health, education, genetic or sexual life, or to any proceedings for any offense committed/alleged to have been committed by such person, the disposal of such proceedings or the sentence of court proceedings.
11. **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.
12. **Personal Information Controller (PIC)** is 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 to collect, hold, process, use, transfer or disclose personal information on his or her behalf.
13. **Personal Information Processor (PIP)** refers to any natural or juridical person qualified to act as such to whom a personal information controller may outsource the processing of personal data pertaining to a data subject.
14. **Processing** refers to any operation performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.
15. **Raw Data**, or commonly referred to as source data, are unprocessed anonymized data that can be transformed into different formats.
16. **Statistics** are numerical processed data that are formatted in tabular and graphical form that can be used for analysis, inferences, and other interpretations.
17. **State of Emergency** is a declaration made by the government due to the occurrence of a natural disaster, civil unrest, armed conflict, medical pandemic or epidemic or other biosecurity risk wherein certain policies or rules may be enforced different from what may be performed during ordinary or regular circumstances.



IV. OBJECTIVES

Data generated from the Listahanan shall be shared to various stakeholders primarily to serve as basis in prioritizing poor households as potential beneficiaries of social protection programs as mandated by Executive Order No. 867 of 2010. These guidelines specifically aim to:

1. Establish a system for the sharing of data and information on poor households that may be used in the targeting of eligible beneficiaries for various anti-poverty programs and services;
2. Ensure that mechanisms to safeguard or protect the personal and sensitive personal information of households in the Listahanan database are in place; and
3. Increase and monitor the utilization of the data generated by the Listahanan for the implementation of social protection programs and services.

V. COVERAGE

These guidelines shall apply to all interested and potential users of the Listahanan database for the development, planning, and implementation of social protection programs, including research and other development projects for the poor and vulnerable. The Listahanan users include, but not limited to, the National Government Agencies (NGAs), Local Government Units (LGUs), Non-Government Organizations (NGOs), the Academe, and Private Foundations, at the regional, national and international levels involved in social protection programs, projects and services.

VI. GENERAL GUIDELINES

1. Data Requisition and Clearance

All request for Listahanan data shall undergo a process that includes the review of the request as to purpose and kind of data needed, and secure approval of authorized officials for data generation of such to ensure that the data requested will indeed be used for social protection programs or activities such as provision of social services or enrolment in poverty reduction programs, and program or project development, among others.

2. Forging of Data Sharing Agreement

Requests involving personal information (PI) and sensitive personal information (SPI) shall require the execution of a Data Sharing Agreement (DSA) between the DSWD and the end user. The template is attached herein as Annex A.

- a. Subsequent requests for data while the DSA is enforced shall be processed upon submission of a letter of request stating the purpose and details of the data sets required.



- b. The end user shall provide the DSWD 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, and the list of names of the staff and respective position titles who will be authorized to access Listahanan data, and who shall form part of the details of transfer.
- c. All Memorandum of Agreement on access to Listahanan 1 and 2 are deemed revoked upon availability of the official Listahanan 3 results. Sharing of the latest Listahanan data involving personal and sensitive personal information of the poor shall be facilitated upon the execution of a new DSA, in compliance with the procedures provided in this Circular.

3. Ensuring Data Security

- a. The formula of the Proxy Means Test (PMT) used in identifying the poor households is strictly confidential and shall not be shared with any stakeholder, regardless of its purpose..
- b. The questionnaire or the Household Assessment Form (HAF) used to collect household information, whether hard or electronic copy, may be shared with the requesting party. The administration of the form, however, shall be the exclusive responsibility of the NHTO and its regional components, the National Household Targeting Section (NHTS).
- c. The Listahanan Operations Manual and Field Workers Manuals may be shared with the requesting party, upon approval of a written request indicating the purpose.

4. Denial of Requests

The DSWD reserves the right to disapprove any request for data or information which, upon its assessment, the disclosure of such information or data will violate existing laws or any Department policies or guidelines.

Consistent with Section 12, Executive Order No. 02, S. 2016, the denial of requests for Listahanan data, highlighting the grounds for such denial, shall be communicated in writing to the requesting party within seven (7) working days from the receipt of request

In case of denial of request, the agency, organization or person whose request for data has been denied may avail of the remedies prescribed in Section 13 of the same Executive Order.



5. Production of Materials

For any written document/report and IEC materials such as audio-visual presentations produced out of Listahanan data, proper credit or citation to the DSWD as the source of data shall be made. These materials shall also be shared with the DSWD.

VII. DATA PROTECTION AND SECURITY

Consistent with Rules VI and VII of the Data Privacy Act, data users or PICs shall establish organizational, physical and technical security measures for data protection. These measures shall maintain the integrity and confidentiality of personal data, prevent negligent, unlawful or fraudulent processing, access, disclosure, and destruction of personal data.

To facilitate the release of requested data involving PI and SPI, upon forging of a Data Sharing Agreement to ensure compliance with applicable laws and regulations for data protection and security, all stakeholders will be required to comply with the following:

1. Designate at least one (1) Data Protection Officer within its organization who shall plan, implement, and evaluate policies for data privacy and security as well as authorized to respond to information requests and complaints concerning processing of the personal data, and will cooperate in good faith with the DSWD, the data subject and the National Privacy Commission (NPC) concerning all such inquiries within a reasonable time;
2. Put in place appropriate physical, technical, and organizational measures to the personal data received from Listahanan database against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as well as against any other unlawful processing;
 - a. Physical and technical requirements shall include, but not limited to: (i) a secured, dedicated, and monitored workstation or data center with an operating system, anti-virus, and anti-malware software; (ii) MySQL version 5.7 or higher; and (iii) a secured and monitored network such as a server farm and firewall.
 - b. Organizational requirements include: (i) designation of a DPO duly registered with the NPC; (ii) certification or designation of the list of personnel who will access, process, and safeguard the data; (iii) procedures or protocols so that any person or authorized party who will 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 designated authority.
3. Establish required procedures protocols so that any person or party acting under the authority of the end-user with access to the personal data will be



answerable legally to respect and maintain the confidentiality and security of the personal data, and shall be obligated to process the personal data only per instructions; and

4. Submit to DSWD the organization's documents on data processing facilities, data files and other documentation needed for processing and review/certification by the National Privacy Commission to ascertain compliance with the warranties and undertakings in the DSA.

In case of data breach or unauthorized acquisition of the data subjects' personal and sensitive personal information, or other information that, under the circumstances, may be used to enable identity fraud or give rise to a real risk of serious harm to the data subject, the DSWD and/or NHTO DPO must be informed within seventy-two (72) hours upon knowledge of the breach. The notification shall be made in writing and at least describe the nature of the breach, the personal information possibly involved, and the measures taken by the entity to address the breach.

VIII. DATA SHARING PROCEDURES

The following flow chart describes the data sharing process that shall be used to facilitate the sharing of Listahanan data and guarantee the protection and security of the personal and sensitive personal information of data subjects.

While Listahanan data may be shared with stakeholders for the development, planning, and implementation of social protection programs and services, the DSWD considers the ***principle of proportionality***, whereby the processing of information shall be adequate, relevant, suitable, necessary, and not excessive in relation to a declared and specified purpose. Personal data shall be processed only if the purpose of the processing could not be reasonably fulfilled by other means.

For any type of Listahanan 3 data, the end-user who entered into the data sharing agreement with the DSWD shall solely use the data for its intended purpose and is not allowed to share the data or any portion of it to another organization.

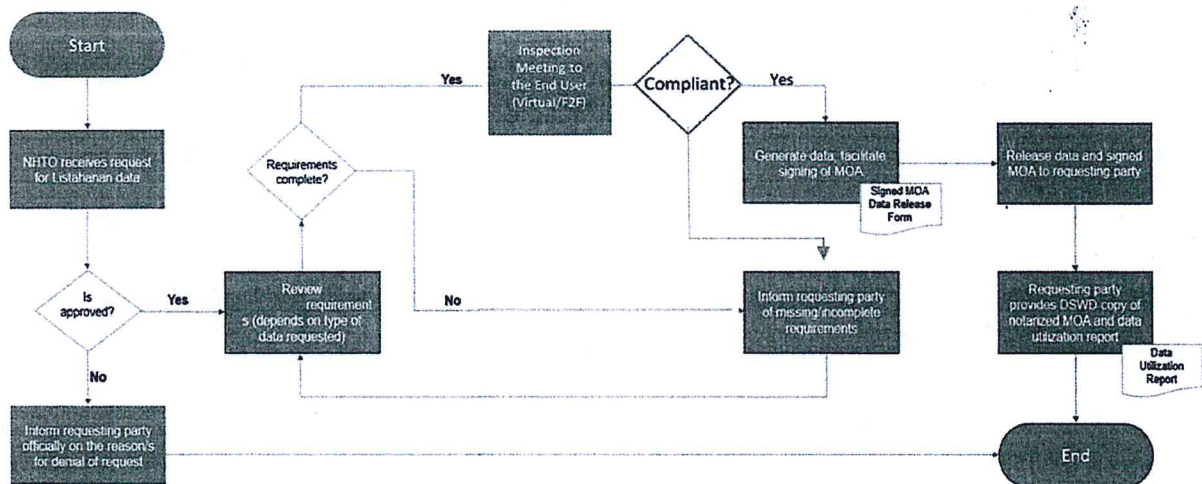
1. Sharing of Personal Data

For requests involving personal and sensitive personal information of data subjects, the following are the requirements:

- a. Letter of request addressed to the DSWD Secretary and/or NHTO Head, indicating purpose and specific data sets expected to be acquired from the Listahanan database;
- b. Accomplished DSA with the DSWD Central/Field Office;
- c. Document indicating the appointed and NPC-registered Data Protection Officer;



- d. Privacy Manual or approved document/s on the security measures in place (e.g. Memorandum Circular, Department Order) which indicates the data protection procedures and processes of the office/agency in addressing breaches;
- e. Conduct of virtual/physical inspection meeting (depending on emerging situations) to validate the following required documents:
 - ii. List of identified staff who will access, process, and safeguard the Listahanan data including the data processing to be employed;
 - iii. Hardware and Security Component with supporting images and specifications which will serve as storage and data processing of the Listahanan data; and
 - iv. Documentation of physical security measures in place.



To expedite the sharing of data, in addition to the requirements stated in item 1, the following shall be observed:

- a. For oversight bodies, national government agencies (NGAs), government owned and controlled corporations (GOCCs), non-government organizations (NGOs), development partners and private foundations based in NCR whose request requires the database of poor households nationwide, or at least two regions, the processing shall be done at the DSWD Central Office through the NHTO.

In compliance with the Data Privacy Act (Chapter VI, Sections 21-23, Accountability for Transfer of Personal and Sensitive Information) and its Implementing Rules and Regulations (Rule VII Section 30-31 of the Implementing Rules and Regulations, Security of Sensitive Personal Information in Government) that underscores the responsibility and accountability in the approval of shared data are with the heads of agencies, for requests covering the whole Listahanan database of poor households nationwide, the DSWD Secretary shall sign the DSA representing the DSWD as the First Party, and the designated Data Privacy Officer of the NHTO shall sign as the First Party witness.

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For data requests that are not nationwide in scope, the DSA shall be signed by the NHTO Head as the First Party (representing DSWD) and the designated NHTO DPO as First Party Witness.

- b. For regional organizations/offices whose request covers only one (1) region, the processing shall be done at the concerned DSWD Field Office through the National Household Targeting Section (NHTS). The DSWD Regional Director shall sign the DSA representing the DSWD as the First Party and the designated Regional DPO shall sign as the First Party Witness.

For LGUs, data sharing shall be processed with the DSWD Regional Director and the incumbent Local Chief Executive (LCE) at the provincial or city/municipal level, as may be the case, shall serve as the First and Second Parties to the DSA, respectively.

Where required, the letter requesting for Listahanan data must be signed by the LCE and accompanied by a Sanggunian resolution authorizing the LCE to enter into a data sharing agreement with the DSWD.

The Office of the Provincial Governor, through its designated DPO, may transfer or share Listahanan data that may be requested by the cities and municipalities under its jurisdiction. However, if this be the case, these data transfers should be monitored and due diligence must be observed to ensure the protection and security of personal and sensitive personal information of data subjects. The municipal or city government shall likewise designate its own DPO or COPs before transfer of data.

Subsequent requests for data shall be submitted to the concerned Regional Director of the DSWD Field Office for action.

- c. For NGOs and private foundations, an original copy of the resolution of the governing board authorizing the Head of the Office to enter into a data sharing agreement with the DSWD, and the name/s of the designated DPO/s and valid proofs of their identification and the legitimacy of the organization shall be attached as additional supporting document.

2. Name Matching

To facilitate name matching, the requesting party shall prepare a letter of request indicating the reasons for name matching and an electronic copy¹

¹ In MS Excel/CSV format



of the list of names of households to be matched. The e-file must include the following minimum fields²:

- Complete name (last name, first name, middle name, extension name)
- Birthdate (YYYY-MM-DD)
- Address (province, city/municipality, and barangay information)
- Philippine Standard Geographic Code (PSGC) province, city/municipality, and barangay

Upon approval, the requesting party shall also submit to the NHTO or NHTS an accomplished Non-Disclosure Agreement signed by the agency head as PIC and the designated DPO/COP.

After the appropriate data requisition and clearance, the timeframe for the processing of name matching requests is as follows:

| Number of Records | Duration of Processing (working days) |
|-------------------|---------------------------------------|
| Less than 5,000 | 1 |
| 5,001 – 50,000 | 5 |
| 50,001 – 400,000 | 15 |
| More than 400,000 | 30 |

To guarantee data privacy and security, name matching shall only be done at the DSWD Central Office through the NHTO Information Technology Division and at the DSWD Field Offices (FOs) through the NHTS using the name matching application.

3. Requests for Statistics and Anonymized Data

For statistical and anonymized data, a letter of request duly signed by the head of agency/organization is required, citing the purpose, list of data needed, and a reasonable timeline for the expected release of data.

4. Sharing of Data to Other Partners

- a. Data sharing with members of the academe shall be limited to raw and/or anonymized data and statistics. A letter of request signed by the student/researcher with authorization from the adviser or any school authority as requirement to complete an academic degree or pursue a research agenda shall be submitted to the NHTO Head (for national-level data) or to the concerned Field Office Regional Director (for regional-level data).
- b. For legislators and oversight committees, the DSWD shall invoke the principle of proportionality, as described above. If PI and SPI are

² One field per column



needed, a data sharing agreement shall be required in compliance with NPC Privacy Policy Office Advisory Opinion No. 2018-077 S2018 relative to NPC Circular No. 16-01; Security of Personal Data in Government Agencies, and NPC Circular No. 16-02 on data sharing agreements involving government agencies.

IX. DATA SHARING IN TIMES OF NATIONAL EMERGENCY

In times of national or local emergency situations, where Listahanan data are deemed useful, sharing of data shall be facilitated in accordance with the existing and relevant laws and policies as stated in the declaration.

Section 12 of the Data Privacy Act provides the criteria on lawful processing of personal information. Included among these is the criterion relating to the mandate of public authorities, i.e., when "processing is necessary in order to respond to national emergency, to comply with the requirements of public order and safety, or to fulfil functions of public authority which necessarily includes the processing of personal data for the fulfilment of its mandate." It shall also follow the principle of proportionality.

In these cases, the following shall be submitted:

- a. A letter of request indicating the purpose and use of the data being requested, indicating the government declaration or resolution on the state of emergency;
- b. Accomplished data sharing agreement covering the duration of the state of emergency;
- c. Name of authorized personnel who shall receive the database and have access to the data; and
- d. Photo and specification of computer/equipment that will be used in data processing and/or storage.

X. FEEDBACK AND REPORTING

All end users of Listahanan data are required to submit a report³ on how the data were utilized in the development and implementation of specific programs and services for the poor. The report shall be submitted to the NHTO or NHTS in the concerned region. For one-time programs/projects with a fixed duration period, an interim report must be submitted to the NHTO or NHTS three (3) months after initial program/project implementation and another upon conclusion of the program/project. For recurring programs, an annual utilization report must be submitted to the NHTO or NHTS six (6) months after initial implementation and every year thereafter.

XI. ACCESS TO OWN LISTAHANAN RECORDS

Data subjects shall be given reasonable access to their Listahanan records upon request. This is in consonance with Section 16 of the Data Privacy Act on

³ See Annex B

the Rights of Data Subject and Section 3 of Executive Order No. 02 on the Freedom of Information. However, sufficient proof must be presented to ensure identity of the requester such as a valid government-issued ID. These include, but are not limited to PhilSys ID, SSS, GSIS, Philhealth, Driver's License, PWD, Senior Citizen, Solo parent and Barangay Certificate..

XII. RETENTION AND RECORDS DISPOSAL

The retention and disposal of Listahanan records shall be governed by pertinent provisions of NAP Circulars 1 and 2. The DSWD supports the principle that all records should be managed in a way that allows the information contained within them to be available to the person who needs them, at the time and place they are needed.


XIII. EFFECTIVITY

This Memorandum Circular shall take effect immediately and revoke all previous issuances related hereto.

Issued in Quezon City this day 22nd day of October, 2021.



ROLANDO JOSELITO D. BAUTISTA
Secretary

Cert. True Copy:

26 OCT 2021
MYRNA H. REYES
OIC-Division Chief
Records and Archives Mgt. Division

Data Sharing Agreement

between the

Department of Social Welfare and Development (DSWD)

and the

(Name of Second Party)

KNOW ALL MEN BY THIS PRESENTS:

This Memorandum of Agreement, hereinafter referred to as MOA or Agreement, made and entered into this ____ day of _____ 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 assist 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 alleviate poverty and empower disadvantaged individuals, families and communities to improve their quality of life;

WHEREAS, under Executive Order (EO) No. 867, signed on 09 March 2010, the **First Party** has further been mandated as the lead agency implementing the National Household Targeting System for Poverty Reduction (NHTS-PR), also known as Listahanan, to establish a system for identifying who and where the poor households are, maintain the system that will serve as repository of the data on poor households, update the data every four years, and share the data - especially to NGAs – which shall serve as basis in the selection of beneficiaries of social protection programs nationwide;

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 Listahanan data maintained by the First Party;

WHEREAS, the feedback from the **Second Party** on the services and/or subsidies provided to the Listahanan-identified poor households is essential in strengthening the Project, and in monitoring proper utilization of shared data according to agreed purpose;

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

Definitions

For the purposes of this DSA, “data protection officer”, “data sharing”, “data subject”, “personal data”, “personal information controller”, and “processing”, shall have the same meaning as in Republic Act No. 10173 or the Data Privacy Act of 2012, and its Implementing Rules and Regulations:

- a. *Data Protection Officer* refers to the person accountable for ensuring compliance by the PIC or PIP with the Data Privacy Act, its IRR, related issuances of the National Privacy Commission, and other applicable laws and regulations relating to data privacy and security
- b. *Data sharing* is the disclosure or transfer to a third party of personal data under the control or custody of a personal information controller
- c. *Data subject* refers to an individual whose personal information is processed
- d. *Personal information* refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual
- e. *Personal information controller* 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 to collect, hold, process, use, transfer, or disclose personal information on his/her behalf. The term excludes:

Annex A: Template for Data Sharing Agreement

- (1) A person or organization who performs such functions as instructed by another person or organization; and
 - (2) An individual who collects, holds, processes, or uses personal information in connection with the individual's personal, family, or household affairs
- f. *Processing* refers to any operation or any set of operations performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

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 Listahanan;
2. Have in place reasonable and appropriate physical, technical and organizational measures intended to protect personal data up to the date of sharing with 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 who have access to the personal data for sharing 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 share personal data with the Second Party in accordance with the Data Privacy Act, DSWD data sharing and privacy policies and guidelines, and the requirements 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 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; and
9. Provide the Second Party with a password that will be used to access encrypted Listahanan data; **Provided**, that only the Second Party, through its duly authorized staff, 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 any 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
 - c. covered by a separate agreement;
8. Have no reason to believe, at the time of entering into this DSA, 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 and the data subject concerning all such inquiries within a reasonable time;

Annex A: Template for Data Sharing Agreement

10. Allow the First Party to inspect the Second Party's data processing facilities, data files and documentation needed for processing to ascertain compliance with the warranties and undertakings in this DSA;
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 Listahanan data;
12. Submit periodic feedback report to the First Party detailing how the shared Listahanan data was utilized; and
13. 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.

General Provisions

1. 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

Each party shall be liable for the violation of pertinent provisions of RA No.10173, and may be penalized as stipulated in Sections 25-37, Chapter VIII of the Act.

2. The Parties agree that a data subject shall have the right to enforce his or her rights as stipulated in RA No. 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.
3. This DSA shall automatically be deemed terminated upon availability of the results of the 3rd nationwide Listahanan assessment. 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 DSA, the Second Party must ensure that the shared Listahanan data will be kept confidential and will not be actively processed for any purpose.

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 DSA and the blacklisting of the Second Party from further usage of any data from the Listahanan.

Annex A: Template for Data Sharing Agreement

4. The DSWD or the First Party shall have the right to file the appropriate legal action in accordance with the provisions of the Data Privacy Act of 2012 in instances where pertinent data breach is committed by the Second Party whether intentional or unintentional.

Penalties shall be imposed for data breaches committed by officials and employees as prescribed under Chapter VIII, Sections 25 to 37 of the Data Privacy Act upon the declaration of a competent court that data privacy rights were violated.

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:

| | |
|---|---|
| For the Department of Social Welfare and Development (DSWD) | For the SECOND PARTY (Specify the Name) |
|---|---|

| | | |
|---|--|--|
| | | |
| (First Party Personal Information Controller) | | (Second Party Personal Information Controller) |

Signed in the Presence of:

| | | |
|--------------------------------------|--|--------------------------------------|
| | | |
| (Designated Data Protection Officer) | | (Designated Data Protection Officer) |

Annex A: Template for Data Sharing Agreement

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 six (6) 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__

Annex A: Template for Data Sharing Agreement

ANNEX A

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

DESIGNATED DATA PROTECTION OFFICERS

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

PURPOSE OF THE DATA SHARING AGREEMENT

The data is shared for the following social protection programs, services or activities *(Please provide detailed information)*:

DATA SUBJECTS

The data shared concern the following data subjects *(Please specify)*¹:

DATA REQUIREMENTS

(Please check the Listahanan data needed and provide information on how each will be used or processed):

| <input checked="" type="checkbox"/> | DATA SETS² | HOW DATA WILL BE USED OR PROCESSED |
|-------------------------------------|--|---|
| | 1. Address | |
| | 2. Household Member Information | |

¹ Examples of data subjects: a. Poor households; b. Poor children; c. Poor senior citizens; d. Poor persons with disability; e. Poor women; f. Poor farm workers, foresters and fisher folks; and g. Urban Poor

² For other data requirements, please specify.

Annex A: Template for Data Sharing Agreement

| | | |
|--|---|--|
| | a. Last Name, First Name, Middle Name and Extension Name | |
| | b. Age | |
| | c. Sex | |
| | d. Marital Status | |
| | e. Relationship to household head | |
| | 3. Housing Condition | |
| | a. Type of building/house occupied | |
| | b. Type of construction materials of the roof of housing units occupied | |
| | c. Type of construction materials of the outer walls of housing unit occupied | |
| | d. Tenure status of the housing unit and lot occupied | |
| | e. Access to electricity | |
| | f. Ownership of assets | |
| | 4. Health | |
| | a. Access to sanitary toilet facility | |
| | b. Access to safe water source | |
| | c. Attending health facility | |
| | 5. Education | |
| | a. Attending school | |
| | b. Highest educational attainment | |
| | 6. Labor and Employment | |
| | a. Type of primary occupation/business reported | |
| | b. Class of worker | |
| | c. Nature of employment | |
| | 7. Others | |
| | a. Cause of displacement experienced | |
| | b. Indigenous people group | |
| | c. Household member working abroad | |
| | d. Programs and services received | |
| | e. Solo parent | |
| | f. Type of functional difficulty | |



CERTIFICATE OF ACCEPTANCE

This is to acknowledge receipt of the Listahanan Data from the National Household Targeting Office. The data received has encryption procedure and consistent with the data needs of the <Name of OBSUs/Agency>

We understand and agree that we shall not disclose or transfer the shared information to any third party or stakeholders outside the declared users of the data. Any transfer or disclosure of the shared personal and/or sensitive information to a third party will be the sole responsibility by the <Name of OBSUs/Agency> and, therefore, will no longer be the accountability and/or liability of the National Household Targeting Office under the Data Privacy Act of 2012.

We commit to process, store, and share the data consistent with the provisions of the Listahanan Data Sharing Guidelines of the Department of Social Welfare and Development and the Data Privacy Act of 2012.

Compliance Officer for Privacy
(signature over printed name)
Date: _____

Data Privacy Officer
(signature over printed name)
Date: _____

National Household Targeting Office

DSWD Central Office, IBP Road, Batasan Pambansa Complex, Constitution Hills, Quezon City, Philippines
Email: nhtspr.npmo@dswd.gov.ph Website: listahanan.dswd.gov.ph
Tel.no.: 8951-2803

LISTAHANAN DATA UTILIZATION REPORT

I. ORGANIZATIONAL INFORMATION

| | |
|-------------------------|--|
| Name: | |
| Address: | |
| Head of Organization: | |
| Nature of Organization: | |
| Vision | |
| Mission | |
| Objectives | |

II. SOCIAL PROTECTION DESCRIPTION

- a. Project/program and services
(Please describe the programs and services your organization provided to the households indicated in the Listahanan database)

- b. Project/program beneficiaries
(Please describe how many and how the aforementioned programs and services assisted the households indicated in the Listahanan data that we shared)

- c. Coverage
(Specify the areas/geographical location where the program is implemented)

III. ISSUES/PROBLEMS ENCOUNTERED

| | CHALLENGES | ACTIONS TAKEN | NEXT STEPS |
|---|------------|---------------|------------|
| 1 | | | |
| 2 | | | |

TRANSFORMATION/PROCESSING UNDERTAKEN

(Specify if there are transformation/other processing undertaken on the Listahanan 3 database/result)