



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

ABSENT
HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ATTY. KHALID A. AFEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

**CITY RESOLUTION NO. 2025-641
SERIES OF 2025**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE PHILIPPINE STATISTICS AUTHORITY (PSA) REGARDING THE UTILIZATION OF BATCH REQUEST SYSTEM (BREQS).

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, the Philippine Statistics Authority (PSA) through the Civil Registry System Information Technology Project (CRS-ITP), established the Online Civil Registry System (CRS) in various locations to serve as service points for the decentralized servicing requests for Civil Registry Documents (CRDs) from the public;

WHEREAS, the PSA developed the **BATCH REQUEST SYSTEM** ("BREQS"), a system to be used by the City Government of Bacoor that provides an offline method of encoding request for CRDs and the submission thereof to online CRS Outlets of the PSA;

WHEREAS, the use of the BREQS will enable the City Government of Bacoor to benefit from the Civil Registry System Information Technology Project (CRS-ITP) by providing a facility where its constituents can secure copies of CRDs issued by a Civil Registry System (CRS) Outlet;

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.



DISTRICT I

[Signature]
HON. CATHERINE SARINO-EVARISTO
City Councilor

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

[Signature]
HON. ADRIELITO G. GAWARAN
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ABSENT
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City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

[Signature]
HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

[Signature]
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Philippine Statistics Authority with regard to the utilization of Batch Request System (BREQS).

RESOLVED FURTHER, to furnish the City Mayor, the Philippine Statistics Authority, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 13th day of January 2025 during the 123rd regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

[Signature]
ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **PHILIPPINE STATISTICS AUTHORITY**, a government agency duly established under Republic Act (RA) No. 10625 or the "Philippine Statistical Act of 2013" with principal office address at PSA Complex, East Avenue, Diliman Quezon City 1101 Philippines, represented herein by its Undersecretary **CLAIRE DENNIS S. MAPA, PhD**, National Statistician and Civil Registrar General and Regional Director, **CHARITO C. ARMONIA**, Regional Statistical Services Office IV-A CALABARZON, and hereinafter referred to as the "**FIRST PARTY**"

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor dated _____, and hereinafter referred to as the "**SECOND PARTY**"

WITNESSETH

WHEREAS, the **FIRST PARTY**, through the Civil Registry System Information Technology Project (CRS-ITP), has established Online Civil Registry System (CRS) Outlets in various locations of the Philippines to serve as service points for the decentralized servicing of requests for Civil Registry Documents (CRDs) from the public;

WHEREAS, there is still the need to extend the availability of these service points and bring them closer to the public;

WHEREAS, the **SECOND PARTY**, through its Office of the Civil Registry, as part of its mandate, receives requests for issuance of CRDs registered in the City of Bacoor, Province of Cavite;

WHEREAS, the **SECOND PARTY** is interested in providing a more extensive service to its constituents relative to vital events (i.e., Birth, Marriage, and Death) and

documents registered in the City of Bacoor, including those that may have been registered in other localities;

WHEREAS, the FIRST PARTY has developed the **BATCH REQUEST SYSTEM**, to be known as "**BREQS**", which is a system to be used by the SECOND PARTY that provides an offline method of encoding request for CRDs and submission thereof to an online CRS Outlets of the FIRST PARTY;

WHEREAS, the use of the BREQS will enable the SECOND PARTY to benefit from the CRS-ITP by providing a facility where its constituents can secure copies of CRDs issued by a CRS Outlet;

WHEREAS, the SECOND PARTY has the authority to enter into this Agreement by virtue of a City Resolution passed by the City Council of Bacoor, a copy thereof is hereto attached as **Annex "A"**;

WHEREAS, the FIRST PARTY and SECOND PARTY are hereinafter referred to as "Parties," and individually referred to as FIRST PARTY or SECOND PARTY, respectively;

NOW THEREFORE, for and in consideration of the foregoing, the Parties agree to the following terms and conditions:

I. SCOPE OF AGREEMENT

This Agreement covers only the use by the SECOND PARTY of the BREQS.

The BREQS shall include:

- a. The BREQS application software or the BREQS software for encoding details of requests for copy issuances and CRDs, particularly requests for the following:
 - i. Certificate of Live Birth (COLB)
 - ii. Certificate of Marriage (COM)
 - iii. Certificate of Death (COD)
 - iv. Certificate of No Marriage (CENOMAR)
 - v. Advisory on Marriages (AOM)
 - vi. Court Decision/Legal Instrument (CDLI)
 - vii. Annotated Civil Registry Document (Civil Registry Documents Subject to Court Decrees, Legal Instruments, and Administrative Corrections and/or Changes)

The BREQS software also has capabilities for querying and batching the records and generating reports. The BREQS application software was developed for the CRS-IT Project and is exclusively owned by the FIRST PARTY.

- b. The procedures and conventions set out for accepting requests, submitting batches of requests, and releasing documents to the clients.
- c. The prescribed user forms for encoding details of the request, acknowledging receipt of payment, and transmittal of data to the CRS Outlet. The SECOND PARTY may make alterations to the suggested formats, such as, but not limited to, adding its logo, making the forms more user-friendly, and other modifications that are deemed necessary as time passes by.

II. USE OF BREQS

- a. By entering into this Agreement, the SECOND PARTY is given the authority to use the BREQS free of charge in accordance with the rules and regulations set out for its purpose;
- b. The SECOND PARTY shall be provided with an encrypted file accessible through a secure PSA cloud storage link containing the BREQS software installer, user manuals, user forms, and the like, together with the software parameters needed to use the application software on ONE computer.
- c. The FIRST PARTY grants the SECOND PARTY the authority to use the BREQS software on the condition that it is not disassembled, decompiled, or re-engineered, and the link for the BREQS installer should not be shared to entities other than the implementing unit designated by the SECOND PARTY. The SECOND PARTY further recognizes the Intellectual Property rights of the FIRST PARTY as the owner of the Batch Request System (BREQS).
- d. The servicing CRS Outlet shall process all fully paid batches of Application Forms (AFs) and release the results to the SECOND PARTY on the scheduled date.

III. RESPONSIBILITIES OF THE FIRST PARTY

- a. Assign the CRS Trece Martires City Outlet, the nearest outlet, as the servicing outlet to process the BREQS requests of the SECOND PARTY. The designated outlet shall also serve as the primary contact point between the SECOND PARTY and the FIRST PARTY.
- b. Provide the complete set of parameters required to install the BREQS software.
- c. Provide the user manual, process flows, PSA Bank account details, and soft copy of the user forms needed by the Office of the Civil Registry of the SECOND PARTY. Apart from the PSA Bank account details, the Office of

the Civil Registry of the SECOND PARTY may reproduce said materials for its own use only.

- d. Process the BREQS requests once the data file and the corresponding payment are received from the SECOND PARTY.

A request shall be processed strictly in accordance with the information contained in the Application Form. The BREQS request of the SECOND PARTY shall be accorded the same quality of service given to the other requests being processed strictly in accordance with the information contained in the Application Form.

- e. Provide technical support to the SECOND PARTY subject to the provisions of Warranties of the FIRST PARTY. The technical support includes assistance in the installation of the BREQS software, troubleshooting BREQS software and database problems, and provision of software patches and upgrades to the BREQS software. This support does not include troubleshooting computer hardware problems and installing and configuring the operating system.
- f. Provide revisions and/or upgrades of the BREQS software for free. In cases where the SECOND PARTY was not able to open or access the link for the BREQS installer, the FIRST PARTY will resend the link upon a clear showing that the link is inaccessible.
- g. Communicate to the SECOND PARTY any adjustments on the FIRST PARTY's standard fees for requests for copy issuances and certifications at least thirty (30) calendar days before the changes in fees take effect.
- h. Cascade or disseminate relevant information pertaining to issuances, policies, and guidelines in relation to civil registration.
- i. Observe the following periods for the processing of CRDS:
 - i. For converted documents or documents that have been converted to digitized format, the processing period is within three (3) working days from receipt/confirmation of payment.
 - ii. For unconverted documents or those that have not been loaded in the database, the processing period is seven (7) working days from receipt/confirmation of payment.
 - iii. For CENOMAR / Advisory of Marriage requests, the processing period is within three (3) working days from receipt/confirmation of payment.
- j. To conduct random and regular audits and post audits of the process flow of the SECOND PARTY to ensure compliance with ARTA, the Data Privacy Act of 2012, and other relevant laws.

IV. RESPONSIBILITIES OF THE SECOND PARTY

- a. Designate the Office of the Civil Registry Office of the SECOND PARTY as the implementing unit of the BREQS.
- b. Provide all relevant computer hardware and software assigned environment, including protection from viruses, necessary to be able to use the BREQS software. In addition, the SECOND PARTY must provide all necessary personnel required as a result of the implementation of the system.
- c. Provide written designation of responsible officers assigned as BREQS Operations Manager who shall be in charge of the day-to-day operations of the System for the SECOND PARTY, as required in National Privacy Commission Circular No. 2020-03 dated 23 December 2020 on Data Sharing Agreements and other relevant issuances.
- d. Provide written designation of staff who will undergo the training on the use of the System conducted by the FIRST PARTY. Training fees shall be on the account of the SECOND PARTY if the training is done face-to-face. No training fees shall be charged if training is done virtually or online.
- e. Take measures to ensure that clients requesting documents provide the correct and required information and that the information is properly encoded, including assurance that the requester's information details are mandatorily provided in the Application Forms and signed by the requester upon release.
- f. Comply with all requirements and provisions set out in the latest BREQS Operations Guide, including the requirements in filing multiple requests in accordance with the PSA Memorandum Circular 2019-27, or the "Guidelines In Filing of Multiple Request for Copy Issuance Authentication and Certification of Civil Registry Documents from Authorized Representative/s," a copy thereof is attached as Annex B.
- g. Accept, request, process, and release the documents to the client subject to the identification and authorization requirements in compliance with the PSA Memorandum Circular No. 2019-15A or the "Amendment to Memorandum Circular No. 2019-15 dated 11 June 2019 regarding the Guidelines on the Issuance of the Civil Registry Documents (CRDs) / Certifications including Authentication and pursuant to the Data Privacy Act of 2012," a copy of which is attached as Annex C, and PSA Memorandum Circular 2019-16A entitled "Amendment of Memorandum Circular No. 2019-16 re: Strict Implementation of the Presentation of Valid Identification (ID) cards/Identity Documents in the Issuance of Civil Registry Documents/ Certifications from the PSA dated 11 June 2019", a copy of which is attached as Annex D.

- h. Sort put together, and check that all requests are compliant with the guidelines issued by the FIRST PARTY before submitting the BREQS batch and payment to the CRS Outlet designated by the FIRST PARTY, which is the SECOND PARTY's servicing outlet.
- i. Observe the implementation of the FIRST PARTY's issued policies, rules and regulations, and guidelines.
- j. Maintain adequate memorandum issuances of applications pursuant to existing PSA rules.
- k. Check if the Application Form is properly filled out.
- l. Take measures to ensure that clients requesting documents provide the correct and required information and that the information is properly encoded.
- m. Submit the files through the PSA CRS Website, the corresponding proof of payments after consolidation and validation of the batch requests, within a reasonable period, in compliance with ARTA provisions and other related laws, after receipt to the CRS Outlet designated to service the SECOND PARTY requests.
- n. Remit to the FIRST PARTY the standard fee of One Hundred Fifty-Five Pesos (PHP 155.00) (Office Memorandum No. 2018-17) per every copy of a COLB, COM, and COD and Two Hundred Ten Pesos (PHP 210.00) (Office Memorandum No. 2018-17) for every copy of Certificate of No Marriage (CENOMAR), regardless of conversion status of the document requested.
- o. Other than the FIRST PARTY Official Receipt (OR), the SECOND PARTY shall provide a breakdown of the fees collected and its acknowledgment receipt of the payment for the add-on (service) fees in the amount of Sixty Pesos (PHP 60.00) to its clients;
- p. The releasing officer should maintain a file of Application Form/s, Authorization Letter/Special Power of Attorney (SPA), and photocopies of IDs of the document owners and/or authorized representatives for ready reference in the future, in compliance with ARTA, NPC, and PSA issuances. **Physical copies of the Application Forms, LOA/SPA, and IDs are to be retained within sixty (60) days and maintain scanned copies for future reference.**
- q. To deposit the payment at:

Settlement Bank/ Branch	Landbank of the Philippines UN Ave.
Deposit Account Name	PSA CRS-ITP

Account number	1442 2220 09
Settlement Bank/ Branch	Philippine National Bank
Deposit Account Name	PSA CRS ITP
Account number	1653 7000 7148

- r. The SECOND PARTY shall also observe the applicable provisions of RA No. 11032, also known as the "Ease of Doing Business Act," in the prompt release of processed documents to the document owner. RA No. 10173, also known as the "Data Privacy Act of 2012", its Implementing rules and regulations, and other relevant issuances of the National Privacy Commission and other government agencies relating to data security shall be strictly observed to ensure that the general data privacy principles are observed, and the processed document is properly released to the document owner or to authorized person, as the case may be.
- s. Ensure the implementation of the "zero-contact" policy.
- t. Ensure that the subject service is included as part of the Citizen's Charter of the Office of the Civil Registry of the SECOND PARTY.
- u. All promotional activities regarding the subject services shall be subject to the approval in writing of PSA and shall be at the sole cost of the SECOND PARTY.
- v. The SECOND PARTY shall submit to the FIRST PARTY the following:
- i. Monthly report covering its transactions containing, among others, clients' complaints, unclaimed civil registry documents, and others.
 - ii. All unclaimed civil registry documents, used Application Forms, photocopies of identification cards, authorization letters, and transmittals shall be submitted for proper disposal in accordance with National Archives of the Philippines (NAP) guidelines after proper inspection by the FIRST PARTY. The SECOND PARTY commits to provide adequate space for storage, custody, and safety of all the following documents until disposal as may be authorized by the NAP.
 - iii. Monthly summary report on the conducted Customer Satisfaction Survey using the CSC prescribed form for Client's Feedback with corresponding Action Plan for resolution of Client's issues and concerns.
 - iv. List of Authorized Liaison Officers responsible for transmitting the request from the SECOND PARTY and for pick-up of the process civil registry documents from the FIRST PARTY to the SECOND PARTY.

- v. To submit to PSA's conduct of random, regular, and post audits of the processes to ensure compliance with ARTA and to the memorandum issuances pursuant to RA No. 10173, the Data Privacy Act of 2012, and other relevant laws.
- w. The SECOND PARTY service must promote the merits of their service but never at the expense of the FIRST PARTY. Therefore, the FIRST PARTY shall always be portrayed in a positive light.

V. WARRANTY

- a. The FIRST PARTY software warranty extends only to the proper usage of the BREQS software and the intention for which the System was established. Any damage to the application software or inconvenience to the public arising from the unauthorized or unintended use of the System shall not be the responsibility of the FIRST PARTY.
- b. The FIRST PARTY will troubleshoot or fix any problem in the application software, provided they arise from the proper use and installation of the product.
- c. The Parties hereby warrant that neither it nor its representatives have offered any government officer any consideration or commission for this Agreement, nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration or commission. Should any commission be paid to a private person, the Parties shall disclose the name of the person and the amount being paid.
- d. Any material violation of this warranty shall constitute sufficient ground for the cancellation of this Agreement without prejudice to the filing of a civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the erring party and/or representative/s.
- e. Both Parties warrant that they will ensure compliance with the requirements of Republic Act No. 10173, or the Data Privacy Act of 2012, its implementing rules and regulations, and other issuances of the National Privacy Commission, including obtaining the appropriate consent from the data subjects for the SECOND PARTY to process their personal and sensitive personal information, on behalf of the Philippine Statistics Authority, as well as implementing reasonable and appropriate security measures and on upholding the rights of data subjects.
- f. It is understood that the Parties in this Agreement are independent entities. Apart from the relationship as outlined and agreed upon by the FIRST PARTY and the SECOND PARTY in this Agreement, no other relationship of any kind among the parties is created or intended to be created hereby or otherwise exists.

VI. DISCLAIMER

- a. The FIRST PARTY is not responsible for results that arise from the mistakes committed by the client or the SECOND PARTY in providing information in the Application Form, including the encoding thereof.
- b. The FIRST PARTY is not responsible for the delay in the processing of requests that have not been submitted or fully paid for by the SECOND PARTY.
- c. The FIRST PARTY is not responsible for the loss of documents (printed CRDs and Official Receipts including Transmittal, if any) through force majeure that occurs while documents are in transit to or from the FIRST PARTY, either by way of mail or through the FIRST PARTY's Liaison officer.
- d. In case of loss, the SECOND PARTY shall prepare an Incident Report to PSA within twenty-four (24) hours.
- e. The FIRST PARTY is not responsible for loss of money entrusted to the Liaison Officer.
- f. By applying through BREQS, it is understood that the client authorized the SECOND PARTY to apply for copies of documents or certifications and receive the result on behalf of the former. Thus, to implement this provision, the SECOND PARTY may require requesters to execute an authorization letter in favor of the SECOND PARTY for this purpose.
- g. Under no circumstances shall the FIRST PARTY be held liable for any consequential damages claimed by any other party as a result of the unauthorized release of civil registry documents.
- h. Any false representation made by the client or the SECOND PARTY with respect to the payment, processing, batching, and releasing of the said requests shall not bind the FIRST PARTY. Further, the FIRST PARTY shall not be liable to the SECOND PARTY or to any third parties, individuals, or entities for the delay in any performance or for failure to render any performance under this Agreement when such delay or failure is caused by system glitch or network errors, government regulations and other lawful orders, fire, strike, illness of employees, flood, accident, or any other cause or causes beyond reasonable control of the FIRST PARTY. In such case, the FIRST PARTY shall be held free from any liabilities of whatever nature and kind.

VII. CONFIDENTIALITY CLAUSE

All information, data, and records acquired under this Agreement shall be kept confidential and shall not be used, sold, shared, disclosed, or divulged to any person or entity unless otherwise allowed by laws, rules, and regulations.

Confidentiality and data privacy shall be strictly observed even after the termination of this Agreement.

VIII. DATA OUTSOURCING

In compliance with Section 44, Rule X of the Implementing Rules and Regulations of the RA No. 10173, or the Data Privacy Act of 2012 (DPA), the SECOND PARTY, as the personal information processor shall:

- a. Process the personal data only upon the documented instructions of the personal information controller, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
- b. Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;
- c. Implement appropriate security measures and comply with the DPA, its Implementing Rules and Regulations, and other issuances of the National Privacy Commission (NPC);
- d. Not engage another processor without prior instruction from the personal information controller. Provided that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;
- e. Assist the personal information controller with appropriate technical and organizational measures and, to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;
- f. Assist the personal information controller in ensuring compliance with the DPA, its Implementing Rules and Regulations, other relevant laws, and other issuances of NPC, taking into account the nature of processing and the information available to the personal information processor.
- g. At the choice of the personal information controller, delete or return all personal data to the personal information controller after the end of the provision of services relating to the processing.
- h. Make available to the personal information controller all information necessary to demonstrate compliance with the obligations laid down in the DPA, and allow for and contribute to audits, including inspections, conducted by the personal information controller or another auditor mandated by the latter.

- I. Immediately inform the personal information controller if, in its opinion, an instruction infringes the Act, these Rules, or any other issuance of the Commission.

IX. DATE OF EFFECTIVITY AND PERIOD, AMENDMENT, REVISION, AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall take effect upon the date of signing of both Parties and shall be automatically terminated on **JUNE 30, 2025**, and shall remain in force unless otherwise sooner terminated or revoked by both or either Party. Provided that the implementation of the System may be done after undergoing training conducted by the **FIRST PARTY**.
- b. No supplemental, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- c. This Agreement shall not be amended or modified except by written agreement by both Parties.

X. SETTLEMENT OF DISPUTES CLAUSE

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the Parties shall, at first instance, exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be resolved following Presidential Decree (PD) No. 242, in relation to Section 66 to 71, Chapter 14 of Executive Order (EO) No. 292, and with the Office of the Solicitor General (OSG).

XI. TERMINATION OF AGREEMENT

This Agreement may be terminated voluntarily or involuntarily.

- a. Voluntary termination is made when either Party wishes to terminate this Agreement for reasons other than a breach of the provisions of this Agreement and shall take effect **thirty (30)** calendar days after notice by one Party to another.
- b. If the Agreement is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress.
- c. Involuntary termination occurs when one Party violates any material provision in this Agreement and, despite notice to cease such activities, continues to do so. Involuntary termination takes effect immediately upon service of a Notice of Termination to the other party based on any of the following grounds:

- i. A material breach of any provision of the Agreement, the Data Sharing Agreement, and the Implementing Guidelines.
 - ii. Commission of any act, lawful or unlawful, which is prejudicial to the interest of either party contained in this Agreement; and
 - iii. Other analogous grounds.
 - iv. In both cases, a written notice of termination shall be furnished by the party effecting the termination.
- d. Effects of Termination
- i. Termination notwithstanding, applications properly received by PSA from the SECOND PARTY before the effective date of the termination shall be processed and released in accordance with standing procedures.
 - ii. Within thirty (30) calendar days after termination of the Agreement, the SECOND PARTY shall uninstall or erase the BREQS software from all computers where the software is installed. The PSA will disable access to the system to all BREQS of the SECOND PARTY and enrolled users.
 - iii. Access to the PSA cloud storage link shall not be allowed, and the backup copies covering the BREQS software shall be returned to the PSA.
- e. After termination of this Agreement, the servicing outlet shall validly refuse to receive any application filed by the SECOND PARTY through the System.

XII. VENUE OF ACTION

Any action/s that may arise from violation and/or breach of: 1) any provision of this Agreement; 2) procedures specified above; 3) rights and/or interest of either Party contained in this Agreement, shall, at the option of the complaining party, only be filed in City of Bacoor or Quezon City, Philippines, at the option of the plaintiff, to the exclusion of all other courts.

XIII. MISCELLANEOUS PROVISIONS

- a. All Parties to the Agreement shall endeavor to provide the highest quality of service to the requesting public.

- b. The PSA standard fees for the request for copy issuances and certifications are exclusive of any additional service fee that the SECOND PARTY may impose on its clients.
- c. Problem resolution, concerns regarding the System, and requests made through the System are to be raised to the following levels, in this order: PSA CRS Outlet, PSA Regional Statistical Services Office/Provincial Statistical Office, and PSA Central Office.
- d. Processing of BREQS is subject to regular processing procedures of the FIRST PARTY. The SECOND PARTY thereby commits to strictly follow and implement these rules.
- e. It is likewise understood that there is no employee-employer relationship between the FIRST PARTY and the SECOND PARTY.
- f. The terms of this Agreement shall be interpreted in accordance with the laws of the Republic of the Philippines.
- g. The entirety of this Agreement shall not be affected by the illegality, invalidity, or nullity of a provision herein.
- h. This Agreement supersedes the previous BREQS Memorandum of Agreement entered into by and between the same Parties, if any.
- i. Each provision of this Agreement is severable from the others. If at any time during the existence of this Agreement, one or more of its provisions is determined or declared to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

XIV. INTERPRETATION AND SEVERABILITY

The terms of this Agreement shall be interpreted according to the laws of the Republic of the Philippines.

The entirety of this Agreement shall not be affected by the nullity of a provision or if a provision is contrary to law, morals, or customs.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this _____ day of _____, 2024, in the City of Bacoor, Province of Cavite, Philippines.

CLAIRE DENNIS S. MAPA, PhD
Undersecretary

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of _____

CHARITO C. ARMONIA
*Regional Director & National Statistician
and Civil Registrar General*

Signed in the Presence of:

LUCIA IRAIDA A. SONEJA
Chief Statistical Specialist
Philippine Statistics Authority

MA. THERESA M. CAMEROS
Officer-In-Charge
Office of the City Civil Registry

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES S.S.
CITY OF BACOR) S.S.

BEFORE ME, a Notary Public, for and in _____ this ____ day of 2024,
personally appeared:

NAME	ID No.	Place of Issuance	Date of Issuance
HON. STRIKE B. REVILLA			
CLAIRE DENNIS S. MAPA, PhD			
CHARITO C. ARMONIA			

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

This instrument refers to the Memorandum of Agreement consisting of ____ () pages, including the page where this acknowledgment is written, signed by the Parties, including their instrumental witnesses on each and every page thereof, and sealed with my Notarial Seal.

WITNESS MY HAND AND SEAL on the date and place above written.

NOTARY PUBLIC

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