

**Memorandum of 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 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 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 MOA, “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.

#### **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** to 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 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 and the data subject concerning all such enquiries within a reasonable time;
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 MOA;
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 period 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 MOA 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 MOA, 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 MOA and the blacklisting of the Second Party from further usage of any data from the Listahanan.

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)

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**

*(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**

<b>First Party</b>	<b>Second Party</b>
_____ (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)*<sup>1</sup>:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> 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

## DATA REQUIREMENTS

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

✓	DATA SETS	HOW DATA WILL BE USED OR PROCESSED
	<b>1. Address</b>	
	<b>2. Household Member Information</b>	
	a. Last Name, First Name, Middle Name and Extension Name	
	b. Age	
	c. Sex	
	d. Marital Status	
	e. Relationship to household head	
	<b>3. Housing Condition</b>	
	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	
	<b>4. Health</b>	
	a. Access to sanitary toilet facility	
	b. Access to safe water source	
	c. Attending health facility	
	<b>5. Education</b>	
	a. Attending school	
	b. Highest educational attainment	
	<b>6. Labor and Employment</b>	
	a. Type of primary occupation/business reported	
	b. Class of worker	
	c. Nature of employment	
	<b>7. Others</b>	
	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	



Sample Letter of Request Template

Date \_\_\_\_\_

USEC FLORITA R. VILLAR  
Deputy Project Director, Listahanan  
or

DIRECTOR \_\_\_\_\_  
DSWD Field Office \_\_\_\_\_

Dear \_\_\_\_\_:

The (Name of Organization) is (please describe what the organization and its program intends to do, how this will be done, and areas to be covered).

Given the limitations in terms of budget, the need to prioritize those who are financially disadvantaged will require a reliable beneficiary selection mechanism to ensure limited resources go to the most needy. In this regard, we will require the following data or information for (please identify Field Office / province / city or municipality / barangay).

*Example of data / information that may be requested:*

- a) Number of poor households by basic sectors;
  - b) Number of poor households by income deciles;
  - c) Number of poor households with unemployed household head;
  - d) Tenure status of house and lot occupied by poor households;
  - e) Number of poor households with unemployed members 18 years old and above;
  - f) List of poor households who are self-employed and type of business or occupation;
- (Please identify other data / information needed)*

These data from the Listahanan will greatly facilitate the mapping of priority areas and selection of potential beneficiary-households.

We will appreciate receiving the data by (indicate the reasonable timeline when the data is needed).

Thank you.

Truly yours,

Name and Signature of Head of Organization

**Department of Social Welfare and Development  
National Household Targeting Office**

**TERMS OF REFERENCE**

**Data Privacy Officers (DPO) of Personal Information Controllers (PIC)  
Accessing Listahanan Data**

As a general rule, an agency may appoint one or a team of persons to be its DPO. Agencies are free to assess and decide, according to their needs, whether the DPO function should be a dedicated responsibility or an additional function within an existing role in the organization. Agencies should take time to assess their needs before appointing a person suitable for the role of a DPO.

**RESPONSIBILITIES OF THE DPO**

The DPO will be responsible for everything related to data protection. His primary concern is protecting data and enabling compliance.

Reporting directly and accountable to a higher authority to be decided by management, the DPO shall perform the following functions:

1. Develop privacy policies and procedures to ensure compliance with the Data Privacy Act (DPA) and relevant laws.
2. Monitor the application of data protection policies and procedures.
3. Respond to all requests for information by data subjects including access to personal information and their rectification, updating, removal, or destruction.
4. Ensure that all staff are trained in regards to protecting data.
5. Monitor and notify Management and the National Privacy Commission about personal data breaches.
6. Monitor and provide technical assistance on quality control and data-base maintenance.
7. Advise Management and staff on the provisions of the Data Privacy Act.
8. Liaise with the NPC on matters pertaining to the interpretation of the DPA and its IRR.

**QUALIFICATIONS OF THE DPO**

In consideration of its critical functions, the DPO to be identified and designated must possess the following characteristics, desirable qualities, and qualification.

1. At least a middle management employee holding a permanent position not lower than a Division Chief.
2. With good working knowledge of the DPA and expertise in protecting data. The level of knowledge and expertise required for a particular agency depends on the type and the amount of data to be processed.
3. With good technical knowledge and expertise on IT systems and programs.
4. A clear and capable communicator to be able to effectively share his knowledge.
5. Skilled in using his understanding to develop and implement concrete data protection practices.