

Republic of the Philippines
Philippine Statistics Authority
Province of Negros Oriental

FROM : ELMER T. BARING
PSA - Negros Oriental

SUBJECT : Memorandum of Agreement

DATE : 22 February 2023

Transmitting herewith 1 copy of MOA on the creation and maintenance of the RSC Data bank on high frequency socio-economic statistics in Central Visayas.

The said MOA consists of 4 pages while the Guidelines is 2 pages.

Thank you very much.



ELMER T. BARING
Statistical Analyst

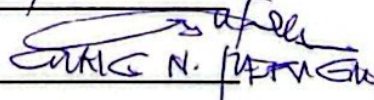
ACKNOWLEDGMENT RECEIPT

ELMER T. BARING
Statistical Analyst
PHILIPPINE STATISTICS AUTHORITY
NEGROS ORIENTAL

Dear Mr. Baring:

This is to acknowledge receipt of the above-mentioned MOA.

Date Received: Feb 22, 2023

Signature: 

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (Agreement) is made and entered into by and among:

The NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY 7, with office address at Sudlon, Lahug, Cebu City, represented by the Regional Director, EFREN B. CARREON, hereinafter referred to as "NEDA 7";

The PHILIPPINE STATISTICS AUTHORITY 7, with office address at Gaisano Capital Building, Colon St., Cebu City, represented by the Regional Director, ENGR. ARIEL E. FLORENDO, hereinafter referred to as "PSA 7"; and

The NEGROS ORIENTAL STATE UNIVERSITY, with office address at Kagawasan, Avenue, Dumaguete City, represented by President Joel P. Limson hereinafter referred to as "NORSU";

WITNESSETH -

WHEREAS, the NEDA 7 and PSA 7 created a cloud-based databank for the purpose of storing and sharing of regional socio-economic data;

WHEREAS, the databank has the following features, among others:

1. Provides storage space where agencies can encode and/ or upload data that they generate;
2. Allows the viewing and downloading of files by various regional stakeholders of Central Visayas;
3. Ensures that data encoded and/or uploaded are up-to-date, by allowing the agency authorized focal person/s of participating agencies to add, edit and update the data inputted anytime or whenever necessary; and
4. Ensures that data encoded and/or uploaded are accurate, by limiting the editing rights of agency dedicated folders to the agency focal person/s.

WHEREAS, the functionality of the database as source of up-to-date Central Visayas Region socio-economic data is dependent on the commitment of the NORSU to religiously and generously encode and/or upload data;

NOW THEREFORE, for and in consideration of the foregoing premises and stipulations herein below set forth, the parties have agreed and hereby agree as follows:

I. OBLIGATIONS OF THE PARTIES

1. The NORSU shall designate a focal person/s from among its permanent employees, who is preferably their statistician and/or staff in charge of socio-economic data compilation. The name/s, position/s and e-mail address/es of the designated focal person/s shall then be communicated to the NEDA 7, as databank administrator;
2. In case the email address provided by the designated focal person/s is not compatible with the cloud storage provider of the databank, the NORSU shall create an email address compatible with the cloud storage provider;
3. The NEDA 7 and PSA 7 shall orient the NORSU designated focal person/s on the databank guidelines as attached to this Agreement. Once oriented, the NEDA 7 shall give the focal person of the NORSU access to the databank and editing rights to their respective agency folders within the databank;
4. The NORSU, through its focal person/s may gain access to the databank using the cloud storage provider compatible email addresses as provided to NEDA 7. Once logged-in, the focal person/s may access the databank and start uploading data in their respective agency folders;

5. To ensure that the data uploaded are up-to-date, the focal person shall constantly upload new data as often as necessary, or within 3 working days from data finalization;
6. The PSA7 shall monitor the committed schedule of data availability, as indicated in the summary of data requirements, for encoding and/or uploading updated data.
7. The NORSU and its designated focal person/s shall warrant, to the best of their knowledge and information, of the integrity, veracity, and accuracy of the information and uploaded to the databank. Should there be any discrepancy in the information encoded/uploaded in the databank, vis-a-vis the true socio-economic data, NORSU shall take corrective measures to rectify any discrepancies or inconsistencies in the databank;
8. In any event that the designated focal person/s of the NORSU resigns, retires or is separated from service, the NORSU undertakes to designate and train another focal person, and to communicate such change to the NEDA 7;
9. The NORSU commits to follow the databank guidelines and encode and/or upload timely, accurate and reliable data to the databank and to constantly provide updated socio-economic data that they generate;
10. The NEDA 7 undertakes to regularly maintain the databank in order to prevent and or minimize downtime.
11. The parties represent that they have the requisite authority and capacity to enter into this Agreement and to bind the institutions represented to perform the foregoing obligations and undertakings stipulated herein.

II. DATA PRIVACY

In the performance of their commitments under this Agreement, the parties, through their officers, employees, agents, assigns or representatives recognize their responsibilities and shall comply with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, and its Implementing Rules and Regulations (IRR) and applicable issuances issued by the National Privacy Commission (NPC) with respect to the data they collect, disclose, record, organized, use, or consolidate under this Agreement. This clause shall survive the termination or expiration of this Agreement.

III. ARBITRATION

Any dispute, claim, controversy, or disagreements arising out of or in connection with this agreement that cannot be settled amicably by any of the three parties within thirty calendar days after written notice, shall be resolved or adjudicated in accordance with the provisions of Presidential Decree No. 242, in relation to Chapter 14, Book IV of Executive Order No. 292, otherwise known as the "Revised Administrative Code of 1987".

IV. EFFECTIVITY

This Agreement shall take effect upon signing thereof and shall remain effective for three (3) years unless the parties or any of the parties decide to terminate the agreement before the term ends. At the end of the three-year period, any party may initiate an extension of this Agreement for another three (3) years through a written notice to the Regional Statistics Committee (RSC) Secretariat, which shall be treated as a supplemental to the original Agreement. In case of termination, the party initiating the termination shall notify the other party at least one month from the date of the effectivity of termination without prejudice to the obligations already incurred. Specifically, activities that have commenced, prior to the Agreement's termination, shall continue until conclusion with due consideration to the effectivity of the termination as herein contemplated.

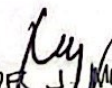
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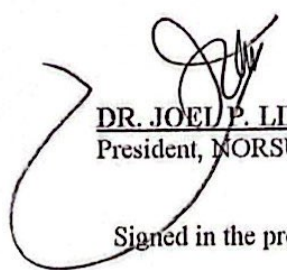
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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures below.


DOLORIS J. MOLINTAS
OIC- Regional Director, NEDA 7

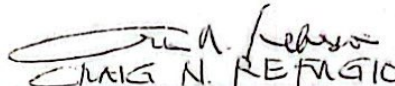

ENGR. ARIEL E. FLORENDO
Regional Director, PSA 7


DR. JOEL P. LIMSON
President, NORSU

Signed in the presence of:


MARIA SOSTHEBE C. PADUA
OIC- Assistant Regional Director, NEDA 7


Leopoldo P. Aguirre Jr.
Assistant Regional Director/Representative, PSA 7


CRIG N. REFUGIO
Representative, NORSU

ACKNOWLEDGMENT

Republic of the Philippines _____
City / Municipality of _____ S.S.

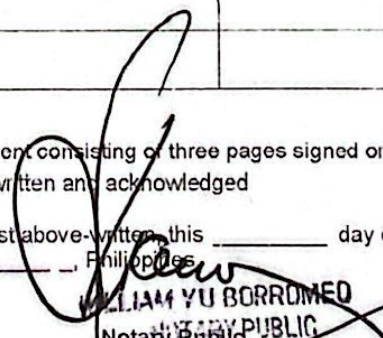
FEB 07 2023

Before me, this ____ day of _____, 2021, personally appeared:

NAME	COMPETENT PROOF OF IDENTITY	DATE/PLACE ISSUED

Who executed the foregoing Memorandum of Agreement consisting of three pages signed on all pages, including this page on which this acknowledgment is written and acknowledged

WITNESS MY HAND AND SEAL on the date place first above-written, this _____ day of _____, 2021 at _____, Philippines


WILLIAM YU BORROMEO
Notary Public
MY COMMISSION EXPIRES 12-31-2023
PTR NO. 1024593 1/4/23 CEBU CITY
ID# LIFETIME MEMBER NO. 01378
TIN 600-102-658-797
COMMISSION REGISTRATION NO. 0298
ROLL NO. 36213
CEBU CITY

Doc. No. 274
Page No. 56
Book No. 23
Series of 2023

ACKNOWLEDGMENT

_____)
City / Municipality of _____) S.S.

Before me, this ____ day of _____, 2021, personally appeared:

NAME	COMPETENT PROOF OF IDENTITY	DATE/PLACE ISSUED
DR. JOEL P. LIMSON		

Who executed the foregoing Memorandum of Agreement consisting of three pages signed on all pages, including this page on which this acknowledgment is written and acknowledged

WITNESS MY HAND AND SEAL on the date place first above-written, this ____ day of _____, 2021 at _____, Philippines.

Notary Public

Doc. No. ____
Page No. ____
Book No. ____
Series of 2021