



DATA ENCLAVE ACCESS AGREEMENT

Control No. _____

Name of Client/s : _____

Office : _____

Address : _____

Tel. No. / Fax No. : _____

Data File Required : _____

Purpose : _____

DATA ENCLAVE ACCESS TERMS AND CONDITIONS

1. The Client shall comply with the Confidentiality Clause provided in the following provisions of laws, to wit:

a. Section 19 of Republic Act No. 10173, thus:

“... statistical tables with no reference to an individual, corporation, association, partnership, institution or business enterprise shall appear provided that any personal information obtained thereto shall be held under strict confidentiality and shall be used only for the declared purpose.”

b. Section 26 of Republic Act No. 10625, thus:

Section 26. Confidentiality of Information. – Individual data furnished by a respondent to statistical inquiries, surveys and censuses of the PSA shall be considered privileged communication and as such shall be inadmissible as



evidence in any proceeding.

The PSA may release aggregated information from statistical inquiries, surveys and censuses in the form of summaries or statistical tables in which no reference to an individual, corporation, association, partnership, institution or business enterprise shall appear.

c. Section 27 of Republic Act No. 10625, thus:

Section 27. Penalties. - *Respondents of primary data collection activities such as censuses and sample surveys are obliged to give truthful and complete answers to statistical inquiries. The gathering, consolidation and analysis of such data shall likewise be done in the most truthful and credible manner.*

Any person, including parties within the PSA Board and the PSA, who breach the confidentiality of information, whether by carelessness, improper behavior, behavior with malicious intent, and use of confidential information for profit, are considered guilty of an offense and shall be liable to fines as prescribed by the PSA Board which shall not be less than Five thousand pesos (P5,000.00) nor more than Ten thousand pesos (P10,000.00) and/or imprisonment of three (3) months but not to exceed one (1) year, subject to the degree of breach of information.

2. The Client acknowledges that any available intellectual property rights, including copyright in the data, is owned by the PSA.

This agreement shall not be construed as assigning, creating, conveying, transferring, granting or conferring upon the Client any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 5. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or impliedly granted by this Agreement.

3. Authorization to use the data is granted only to the Client and persons within its organization, if applicable. Under no circumstances shall the client reproduce, distribute, sell or lend entire data or parts thereof to any other data user apart from himself or that of authorized employees in his organization. The PSA shall hold the Client fully responsible for safeguarding the data from any unauthorized access or use. This obligation shall continue even after the termination of this Agreement to ensure strict confidentiality.
4. The Client has the concomitant obligations to implement the necessary security measures to protect the personal data they process, uphold the rights of data subjects and adhere to data privacy principles and the other provisions of the Data Privacy Act (DPA)¹.
5. Any information derived from the manipulation of the requested data shall no longer be the responsibility of the PSA. It should be noted, however, that the personal information processed for research shall not be used as a basis for taking

¹ see NPC-PPO Advisory Opinion No.2019-017 (05 March 2019)

measures or making any decisions regarding any particular individual².

6. The Client can only handle the micro-data within the premises of the PSA under supervision of a designated PSA officer or staff during office hours only (8:00am to 5:00pm).
7. The Client shall declare all computers and external electronic storage devices such as USB data keys, portable hard disk drives, CD-ROMs, etc. as well as all communication devices such as mobile phones, PDAs, cameras, etc. to the designated PSA officer/staff prior to entering the work area. These items shall be left with the PSA officer when signing in and shall be returned at the end of the session. The PSA Officer shall be responsible for the safekeeping of the personal items of the Client.
8. The Client shall allow the PSA Officer to inspect and approve any material to be taken into the work area. This may include a request to submit to a non-invasive metal detector scan or a scan for electronic transmission devices and possible video surveillance.
9. The Client shall allow the PSA Officer to regularly monitor output data as a preventive measure against unauthorized access that can lead to security breach of data confidentiality and security data systems.
10. The Client shall declare all materials (including paper print outs) that shall be removed from the work area. Any material being removed from the work area may be withheld for clearance by the PSA Officer.
11. The Client shall not release, by any means, any information obtained during the duration of the data enclave access at the PSA unless a security clearance is obtained from the head of the agency.
12. The Client shall not make copies of any files or portions of files to which they are granted access except those authorized by the PSA.
13. The Client shall not use any techniques in an attempt to learn the identity of any person, establishment, or sampling unit not identified in the dataset.
14. The Client shall hold in strictest confidence the identification of any establishments or individuals that may be inadvertently revealed in any documents or discussions, or analysis. Such inadvertent identification revealed in their analyses should immediately be reported to PSA.
15. Statistics or estimates of indicators of interest generated for levels lower than regional level from the firm-level data files shall not be published.
16. Any report, paper or similar articles, whether published or not, resulting from the

² see NPC-PPO Advisory Opinion No.2019-030 (01 August 2019)

use of the data shall give appropriate acknowledgement to the PSA as the source of basic data as suggested herein, "Philippine Statistics Authority, 2010 Annual Survey of Philippine Business and Industry". The Client is encouraged to provide PSA with a copy of such report, paper or article. It is understood that unless expressly allowed by the Client, such report, paper or article shall not be used for any purpose other than monitoring.

17. This Agreement is valid for six (6) months which will commence once the National Statistician and Civil Registrar General or the Officer-in-Charge has signed this.

18. Any failure to comply with these conditions of access shall result in the revocation of this Agreement.

Any information obtained or derived from this Agreement shall be used only for the intended purpose named above. If there is a breach or threatened breach of any provisions of this Agreement, it is agreed and understood that Client shall have sole liability or damages and other reliefs sought by third party affected; No specification in this Agreement shall be construed as a waiver on the part of PSA of its right to injunctive relief against the Client.

19. The parties acknowledge the applicability of Sections 7 (Legal Recognition of Electronic Documents) and 8 (Legal Recognition of Electronic Signatures) of Republic Act No.8792 (Electronic Commerce Act of 2000) to the execution of this Agreement.

20. **Amendment.** Any amendments or additional terms and conditions to this Agreement must be in writing, signed, and acknowledged by the parties.

21. **Severability.** If any provision of this Agreement is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions shall be unaffected.

22. **Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be amicably resolved between parties within a period of fifteen (15) calendar days from written notice by the other party. If no amicable settlement is reached within the stated period, mediation shall be resorted to prior to bringing the same in court.

Venue of Cases. It is hereby expressly agreed by the parties that the venue of any court action/litigation by virtue any breach/violation of the terms and conditions of this Agreement shall be at Philippine Statistics Authority – Cordillera Administrative Region, 3rd floor, CTLL Building, 141 Abanao Ext., Baguio City to the exclusion of all other courts.

I hereby agree with the Data Enclave Access Terms and Conditions stated above.

Date

Signature over printed name
CLIENT

Date

Signature over printed name
CLIENT

Date

Signature over printed name
CLIENT

Approved by:

VILLAFE P. ALIBUYOG
Regional Director
Regional Statistical Services Office - CAR

Witnesses:

ALDRIN FEDERICO R. BAHIT JR.
Chief Statistical Specialist
Statistical Operations and Coordination Division
Regional Statistical Services Office - CAR