



119TH BOARD OF REGENTS MEETING

BOR RESOLUTION NO. 59
Series of 2025

GRANTING THE UNIVERSITY PRESIDENT AN AUTHORITY TO EXECUTE AND ENTER INTO A MEMORANDUM OF AGREEMENT WITH LANDBANK OF THE PHILIPPINES FOR THE SALARY LOAN FACILITY TO ITS QUALIFIED EMPLOYEES, THE DETAILS OF WHICH ARE REFLECTED IN THE DOCUMENT HERETO ATTACHED AND MADE PART HEREOF

WHEREAS, Section 7 (b) of Republic Act No. 9158, the university's enabling law, empowers the Governing Board to receive and appropriate all sums as may be provided, for the support of the University in the manner it may determine, in its discretion, to carry out the purposes and functions of the University;

WHEREAS, under the applicable provisions of the Republic Act No. 9158 and following the Data Privacy Act of 2012, the Visayas State University presents a Memorandum of Agreement with the Land Bank of the Philippines for its Salary Loan Facility to its qualified employees, as per the draft placed before the Governing Board;

WHEREAS, the University's Legal Counsel finds nothing legally objectionable in the draft MOA, the same is found in order, not contrary to law, morals, public policy and public order

WHEREAS, the MOA was presented by the Officers from the Landbank of the Philippines, and was thoroughly discussed by the University Administrative Council (UADCO) at the February 14 2025, meeting, which consequently endorsed it for Board approval;

WHEREAS, finding the recommendation in order, the Governing Board agreed to approve the proposal;

NOW, THEREFORE, on motion, duly seconded, and unanimously approved, be it;

RESOLVED, as it is hereby resolved, that the Board of Regents of Visayas State University grants the University President the authority to execute and enter into a Memorandum of Agreement with Landbank of the Philippines for the Salary Loan Facility to its qualified employees, the details of which are presented in the document attached as Annex "KK" and made part hereof;

IN WITNESS of our approval thereof, we affix our signatures this 29th day of April 2025 at VSU, Baybay City, Philippines.

VSU BOARD OF REGENTS


HON. ETHEL AGNES P. VALENZUELA

CHED Commissioner and Chairperson
VSU-Board of Regents


HON. PROSE IVY G. YEPES

VSU President, Vice Chairperson
VSU-Board of Regents

(Absent)

HON. BERNADETTE REMALLA-MAYBITUIN

Representing Hon. **ALLAN PETER S. CAYETANO**
Chairperson, Senate Committee on Higher,
Technical and Vocational Education
Member, VSU BOR


HON. CARL NICOLAS C. CARI

Representing Hon. **MARK O. GO**
Chairperson, Committee on Higher & Technical
Education, House of Representatives
Member, VSU BOR


HON. MEYLENE C. ROSALES

Regional Director, Department of Economy,
Planning and Development, RO VIII
Member, VSU BOR


HON. ANDREW RODOLFO T. ORAIS

Regional Executive Director, Department of
Agriculture-RO8
Member, VSU BOR


HON. ERNESTO F. BULAYOG

Faculty Regent - VSU System Faculty Union of
Baybay Leyte
Member, VSU BOR


HON. OSCAR B. POSAS

President, VSU Federated Alumni Association
Member, VSU BOR


HON. RYAN C. ILAIDA

Student Regent - VSU Student Council Federation
Member, VSU BOR

Private Sector Representatives:


HON. ALAIN CHARLES J. VELOSO

Member, VSU BOR
Villaba, Leyte


HON. RUPERTO O. APARRI, III

Member, VSU BOR
Tacloban City, Leyte



13 January 2025

Dr. PROSE IVY G. YEPES
University President
Visayas State University

Dear Dr. Yepes,

Relative to the meeting last April 4, 2024, we would like to provide you the most recent Memorandum of Agreement (MOA) for Salary Loan Facility.

Furthermore, we would like to request for an implementation on the following provision, particularly Item D. Repayment Terms No. 2.

D. Repayment Terms

2. The loan shall be paid in equal monthly amortization thru:

Salary/Payroll deduction from Employee-Borrower by the VSU and remitted to LANDBANK through Authority to Debit Account (ADA) not later than five (5) banking days after the scheduled remittance date.

In case of short or non-payment of amortization due, the Borrower/Employee may pay through the Bank's Mobile Banking Application (MBA) or the Branch may accept over-the-counter individual payment through cash or check (on-us).

Kindly sign the said MOA and return it to us on or before **January 31, 2025** for notarization. Upon notarization, a copy will be provided to you.

We trust that this will make your banking experience with LANDBANK even more rewarding.

Rest assured that we are always on the lookout for innovative ways to give you the best service you deserve.

Thank you for banking with us.

Very truly yours,


CORRINE O. TANG
Branch Head
Land Bank Baybay Branch



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HAZELLE V. ASALDO
BOR & University Secretary
2025-119

 (632) 8522-0000 | 8551-2200 | 8450-7001
 www.landbank.com

 LANDBANK Plaza, 1598 M.H. Del Pilar corner
Dr. J. Quintos Sts., Malate, Manila, Philippines 1004



MEMORANDUM OF AGREEMENT FOR SALARY LOAN FACILITY
(For Government Agencies/ Corporations)

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") made and entered by and between:

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provision of Republic Act No. 3844, as amended, with principal office at LANDBANK Plaza 1598 M. H. Del Pilar cor. Dr. J. Quintos Streets, Malate, Manila, Philippines, represented by this Act by its President and Chief Executive Officer, Lynette V. Ortiz through its duly authorized representative, Ms. Corrine O. Tang as evidenced by Secretary's Certificate attached as ANNEX "A", hereinafter referred to as "LANDBANK",

-and-

VISAYAS STATE UNIVERSITY an agency duly organized and existing under and by virtue of Philippine laws with principal office address at Visca, Brgy Pangasugan, Baybay City, Leyte, represented herein by its University President, Dr. Prose Ivy G. Yepes, as evidenced by Board Resolution or Secretary's Certificate attached as ANNEX "B", hereinafter referred to as "VSU".

LANDBANK and VSU shall be individually referred herein as "Party" and collectively as "Parties".

WITNESSETH: That

WHEREAS, the VSU requested LANDBANK to extend its Salary Loan Facility "Facility" to its qualified employees:

WHEREAS, LANDBANK has agreed to the VSU's request subject to such terms and conditions as may be mutually agreed upon:

NOW, THEREFORE, for and in consideration of the foregoing premises and of mutual covenants and stipulations hereafter set forth, the parties hereby mutually agree as follows:

- I. The grant of a salary loan under the Facility to the employees of the VSU is subject to the following terms and conditions:

A. Borrower's Eligibility Criteria

1. Must be a regular/permanent employee of the VSU and has been in its service for at least one (1) year;
2. Must have no pending administrative/criminal case;
3. Must be eighteen (18) to sixty three (63) years old during loan application and 64 years old at the time of loan maturity; The head of the VSU whose age is above the maximum requirement maybe accommodated, provided there is an approved special insurance coverage which must be coursed thru the Insurance Provider and the relevant special insurance premium coverage for the whole term of the loan has been paid.

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025/119



4. Must have no pending application for retirement/resignation or must not be due for retirement/resignation within the term of the loan;
5. Must be up-to-date in the payment of his/ her existing loans with LANDBANK, if any, should be in current performing status;
6. Must have a minimum monthly net take-home pay (MNTHP) as may be prescribed by the General Appropriations Act which is in effect at the time of loan application.

For avoidance of doubt, MNTHP is the resulting amount after considering all deductions and amortizations of all existing loans, including the loan applied for.

7. Must have an existing LANDBANK automated teller machine (ATM) Payroll/Regular Account with the LANDBANK Branch where proceeds of loan shall be credited and/or loan payments shall be debited, as may be applicable.
8. Must comply with other eligibility requirements as may be imposed by LANDBANK.

B. Loan Amount

Maximum loanable amount shall be up to ten (10) months gross pay, provided that the amount of loan shall not be less than Php20,000.00 but not more than Php2,000,000.00.

For Co-terminus appointees maximum loan amount shall not be more than Php1,000,000.00.

For avoidance of doubt Gross Pay shall include Basic Pay and RATA/ACA/PERA, meal allowance and other fixed allowances of the same nature

C. Manner of Release

The loan proceeds shall be net of Credit Life Insurance (CLI) premium (or special insurance coverage premium, for those applicants whose age is more than 64 at the time of application), documentary stamps (if applicable), interest charges from date of loan approval up to the date before the start of the first loan amortization period and other charges. The same shall be credited to borrower's existing LANDBANK ATM Payroll/Deposit Account maintained with LANDBANK Branch.

D. Repayment Terms

1. Loan shall have a minimum term of six (6) months and a maximum term of thirty-six (36) months with a monthly term divisor.

The maximum loan term of more than thirty-six (36) months, but not to exceed sixty (60) months, may be allowed:

- A. For New Loan, under the following meritorious cases:
 - a. Calamity stricken areas, or
 - b. Emergency Expenses, such as:
 - i. Educational;
 - ii. Hospitalization, or
 - iii. Natural or man-made disasters such as fire, floods or pandemic

- B. For Loan Renewal

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

PROVIDED, further, that the loan maturity date for elected, appointed and co-terminus officials, in any case, must not go beyond three (3) months prior to the end of term of office and the loan term should not be more than thirty-six (36) months or not more than the duration of his term.

2. The loan shall be paid in equal monthly amortization thru:

Salary/Payroll deduction from Employee-Borrower by the VSU and remitted to LANDBANK through Authority to Debit Account (ADA) not later than five (5) banking days after the scheduled remittance date.

In case of short or non-payment of amortization due, the Borrower/Employee may pay through the Bank's Mobile Banking Application (MBA) or the Branch may accept over-the-counter individual payment through cash or check (on-us).

The first amortization of loan shall be based on the approval date of the loan, as follows:

- If the remittance date of the VSU is on the 1st quincena of the month
 - Loans approved and released within the 1st to 15th day of the month, the first amortization date shall be due on the 1st quincena of the following month
Ex. Loan Approval Date: July 1-15, 2019
First Amortization Due: August 15, 2019
 - Loans approved and released within the 16th to 31st day of the month, the first amortization date shall be due on the 1st quincena of the month succeeding the following month (on date of approval)
Ex. Loan Approval Date: July 16-31, 2019
First Amortization Due: September 15, 2019
- If the remittance date of the VSU is on the 2nd quincena of the month, loans approved and released within the month shall be due on the 2nd quincena of the following month
Ex. Loan Approval Date: July 1-31, 2019
First Amortization Due: August 31, 2019

E. Loan Renewal

Loan renewal shall only be allowed (a) six (6) months after approval date (b) LANDBANK has received at least six (6) monthly amortizations and (c) status should be current performing.

In case of loan renewal, reimbursement of the unexpired insurance premium shall be credited separately and shall not be deducted from the computed CLI premium of the new loan.

F. Interest Rates, Fees and Other Charges

1. The interest rate on the loan under the Facility shall be fixed at eight and half percent (8.5%) per annum.

2. System Fee

Term of 36 months and below:

1% of loan, minimum of P500.00 to maximum of P5,000.00

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119



Term of beyond 36 months:

1% of loan, but not to exceed P10,000.00

3. Pre-termination fee – 1% of remaining loan balance, minimum of P500.00 to maximum of P10,000.00.
4. Interest shall be computed based on diminishing balance and shall be payable monthly in arrears (except interest charges mentioned in Part I item C. Manner of Release, which shall be paid in advance from the proceeds of the loan).
5. The borrower shall be required to obtain a Credit Life Insurance (CLI) for the entire term of the loan. Accordingly, payment for premiums thereon that may be charged within the term of the loan shall be deducted by LANDBANK from the loan proceeds.

In case of loan renewal, any unexpired insurance premium (net of fees and charges by the Insurance Provider) shall be refunded to the Borrower after a reasonable time following the release of the check by the insurance provider and shall not be deducted from the CLI premium due on the new loan.

6. Documentary stamp taxes as may be imposed under existing tax laws and regulations shall be for the account of the employee-borrower.
7. All fees and other charges that may be due under the loan may be adjusted at any time during the term of the loan, on account of a regulation of the Monetary Board of the Bangko Sentral ng Pilipinas, an increase in LANDBANK's cost of funding and/or maintaining the loan or other factors including, but not limited to, any special reserve requirements, exchange rate fluctuations and changes in the financial market. LANDBANK shall notify the VSU and the Borrower of such adjustment, which shall take effect on the next succeeding amortization period following such notice.

G. Collaterals/Securities

The salary loan shall be secured by the borrower's assignment of his salaries, allowances, bonuses, retirement benefits, separation/gratuity pay, monetary value of accumulated leave credits and other monetary receivables from the VSU and ATM Payroll /Deposit Account in favor of LANDBANK.

H. Past Due Account

1. A loan account shall be considered 'Past Due Performing' if the borrower fails to pay his monthly amortization due after the cure period up to 90 calendar days.

Note: If due date falls on a weekend or a holiday, then the payment shall be made until the last banking day before the end of the cure period.

2. A loan account shall be considered 'Past Due Non-Performing' under the following circumstances:
 - a. the borrower has unpaid amortization due (principal and/or interest) for more than 90 calendar days from contractual due date; or
 - b. failure to pay/post the monthly amortization due of a Current Non-Performing account on the exact due date or last banking day; or

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

- c. the borrower fails to pay within the cure period after the maturity date of the PN.
3. A loan account will turn Current Non Performing in status when all the unpaid dues of a Past Due Non-Performing (PD-NPL) account is paid and has no cure period.
4. A penalty fee equivalent to two percent (2%) per month shall be imposed on the unpaid principal amount to commence on the day immediately after the due date of the loan up to the date of actual payment.
5. The granting of loan to the employees of VSU shall be temporarily suspended when there is 10 percent (10%) Past Due Rate.

The loan releases shall resume when the VSU's Past Due Rate improved or reduced to below 10% of the outstanding loan balance.

The servicing LANDBANK branch shall provide the VSU with schedule of past due accounts on a monthly basis for proper monitoring.

I. Reciprocal Business Requirement

The granting of salary loan to the qualified employees of VSU shall continue provided it maintains reciprocal business with LANDBANK that warrants availment of the Facility.

II. Covenants of the Parties

A. The VSU shall:

1. Have an existing agreement on ATM Payroll Facility / Regular Account with LANDBANK, as applicable.
2. Maintain any of the following reciprocal business with LANDBANK to warrant availment of the Salary Loan Facility:
 - a. Maintain Peso or Dollar Deposit (Current, Savings or Time)
 - b. Maintain MDS Accounts
 - c. ATM Payroll Tie-up
 - d. Availment of Loan Products
 - e. Other identified reciprocal business
3. Submit filled-out BC List template and transmittal sheet certified by its Personnel Department. Ensure that the borrower and co-borrower/surety (if required) are qualified to avail of the loan.
4. If applicable, require the employee/borrower to authorize LANDBANK to collect or cause the collection of the installments/amortizations due on his/her loan through automatic debit against borrower's ATM Payroll/Deposit Account using the DMVAL facility until full settlement of the loan,
5. If applicable, collect or cause the collection of the installments/amortizations due on the loans of their employees through automatic salary deductions and remit to LANDBANK not later than five (5) banking days after the scheduled remittance date until full settlement of the loan.

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF _____ S.S.

At the above stated place, on the _____ day of _____, before me personally
appeared _____

NAME Government-Issued ID No. Expiry

DR. PROSPER G. YEPES
MRS. GEMMA G. YANO

known to me the same persons who executed the foregoing instrument and acknowledged
the same to be their free and voluntary act and deed as well as those of the corporation
and instrumentality of the Government herein represented.

Said instrument bears to a MEMORANDUM OF AGREEMENT consisting of NINE (9)
pages, including the page wherein the Acknowledgment is written, signed by the parties
and their witnesses on the signature page herein, and initialed on the other pages and
sealed with the notary seal.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is entered into this ____ day of _____ at _____, by and between:

VISAYAS STATE UNIVERSITY, an agency with principal address at Visca, Brgy. Pangasugan, Baybay City, represented by its University President, Dr. Prose Ivy G. Yepes, hereinafter referred to as "**VSU**",

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at LandBank Plaza at 1598, M.H. Del Pilar corner Quintos Streets, Malate represented by its Department Manager, Ms. Corrine O. Tang, hereinafter referred to as "**LANDBANK**".

VISAYAS STATE UNIVERSITY and Land Bank of the Philippines shall be individually referred to as a "Party" and collectively as the "Parties."

The parties' representatives are duly authorized for this purpose as evidenced by _____ attached hereto as Annex A, series.

ANTECEDENTS

WHEREAS, the Parties desire to execute this Agreement to supplement the Memorandum of Agreement (MOA) executed by and between **VSU AND LANDBANK**, on _____, for **SALARY LOAN FACILITY**, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 2 below.

WHEREAS, the Parties acknowledge that for the accomplishment of the objectives of the Memorandum of Agreement there will be disclosure of Personal Data (as defined below and in the DPA), in accordance with the Data Privacy Act of 2012 ("**DPA**") and its Implementing Rules and Regulations ("**IRR**");

WHEREAS, the Parties acknowledge that the Data Subjects (as defined below and in the DPA) have express rights under the DPA and its IRR that provide for protection and confidentiality of their Personal Data;

WHEREAS, considering the requirements for disclosure and transfer of Personal Data under Republic Act No. 10173 ("Data Privacy Act"), its Implementing Rules and Regulations ("**IRR**") and other issuances of the National Privacy Commission ("**NPC**") related thereto, the Parties have agreed to enter into this Agreement in order to establish adequate safeguards for data privacy and security of the Personal Information and Sensitive Personal Information of the Data Subjects, and uphold the rights of the Data Subjects.

NOW THEREFORE, for in consideration of the foregoing premises, the Parties hereby agree as follows:

1. Definition

The following terms shall have the respective meaning whenever they are used in this Data Sharing Agreement:

Commission or NPC – refers to the National Privacy Commission;

Consent – refers to any freely given, specific, informed indication of will, whereby the Data Subject agrees to the collection and processing of his or her Personal Information, Sensitive Personal Information, or privileged information. Consent shall be evidenced by written,

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

electronic or recorded means. It may also be given on behalf of a Data Subject by a lawful representative or an agent specifically authorized by the Data Subject to do so;

Data Protection Officer or DPO – refers to an individual designated by each Parties to be accountable for compliance with the DPA, its IRR, and other issuance of the NPC;

Data Sharing – refers to the disclosure or transfer to a third party of Personal Data under the control or custody of a Personal Information Controller: Provided, that a Personal Information Processor may be allowed to make such disclosure or transfer if it is upon the instructions of the Personal Information Controller concerned;

DPA – refers to Republic Act 10173, otherwise known as the Data Privacy Act of 2012;

Data Subject – refers to an individual whose personal, sensitive personal, or privileged information is processed;

IRR – refers to the implementing rules and regulations of the DPA;

Personal Data – refers to either of the following:

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; or

Personal Data Breach – refers to any unauthorized, unlawful or accidental access, Processing, disclosure, alteration, loss, damage, or destruction of Personal Data whether by human or natural causes;

Personal Information Controller or PIC – refers to the Party who controls the processing of Personal Data, or instructs another to process Personal Data on its behalf. There is control if the party decides on what information is collected, or the purpose or extent of its Processing;

Personal Information Processor or PIP – refers to any natural or juridical person or any other body to whom a Personal Information Controller may outsource or instruct the Processing of Personal Data pertaining to a Data Subject;

Personnel – shall refer to the employees, officers, agents, or otherwise acting under the authority of the Receiving Party and the Personal Information Controller;

Processing – refers to any operation or any set of operations performed upon Personal Data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the Personal Data are contained or are intended to be contained in a filing system;

Receiving Party – refers to either of the Parties to whom a disclosure or transfer of Personal Data is made by the other Party;

Security Incident – refers to an event or occurrence that affects or tends to affect data protection, or may compromise the availability, integrity and confidentiality of Personal Data. It includes incidents that would result to a Personal Data Breach, if not for safeguards that have been put in place.

Sharing Party – refers to either of the Parties who transfers or discloses Personal Data to the other Party.

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

Sensitive Personal Information – refers to Personal Information:

- a. About an individual's race, ethnic origin, marital status, age, color and religious, philosophical or political affiliations;
- b. About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings;
- c. Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
- d. Specifically established by an executive order or an act of Congress to be kept classified.

2. Purposes

The Personal Data to be shared and disclosed by one Party to the other Party shall be used and processed by the latter only in connection with granting of salary loan covered by the Memorandum of Agreement dated _____.

Each Party is strictly prohibited from using, and shall not use and process, the Personal Data of Data Subjects shared and disclosed by the other Party for purposes other than the foregoing.

3. Personal Information Processors (determine if applicable, if there are PIPs)

The Parties agree that the following personal information processors engaged or appointed by each of them shall have access to Personal Data of Data Subjects for purposes of processing the same in accordance with the relevant Party's instructions:

For **VISAYAS STATE UNIVERSITY**:

Name: Mr. Nick Freddy R. Bello

Address: Visca, Brgy Pangasugan, Baybay City, Leyte

Other Contact Details: 09353256803/nickfreddy.bello@vsu.edu.ph

For Land Bank of the Philippines:

Name: Precilla R. Ibañez

Address: Baybay Branch, Brgy Zone 7, Baybay City, Leyte

Other Contact Details: 09190926409/BaybayBranch@landbank.com

In case during the term of this Agreement, additional personal information processors are engaged or appointed by a Party or any of the above personal information processors are replaced or their services terminated, the Party so appointing additional personal information processors or replacing or terminating a personal information processor shall promptly advise the other Party of the same.

4. Description or Categories of Personal Information

For the fulfillment of the abovementioned purposes, the following Personal Data of the Data Subjects may be shared and disclosed by a Party to the other Party:

• Borrower's Name	• Employee No.
• Current Address	• Department

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

Unless applicable laws or regulations allow or require a longer period for retention, the Personal Data subject of this Agreement shall be kept and retained by the Parties for so long as may be necessary for the implementation or delivery of the relevant Services or after **30 days** from the termination of this Agreement, whichever comes later or duration which is required by law.

Upon termination of this Agreement, each Party shall, upon instruction of the other Party, destroy, delete or return to the latter all Personal Data of Data Subjects that the former received from the latter within thirty (30) days from the effective date of termination, unless the former is mandated or permitted by applicable law to maintain a copy thereof for a longer period. Likewise, upon termination of MEMORANDUM OF AGREEMENT, LANDBANK shall return or delete the personal data and any other property, information, and documents, including confidential information after the expiration of the agreement to Land Bank of the Philippines with a written certification of such undertaking

Personal Data of Data Subjects in the custody of a Party that requires disposal shall be disposed of and/or discarded by such Party in a secure manner that would prevent further processing, unauthorized access or disclosure to any other person or entity.

10. Other Obligations of the Parties (obligations per party may also be added here)

- (a) Each Party shall comply with all applicable data privacy laws and regulations in the Philippines, including the Data Privacy Act.
- (b) Each party shall adhere to the principles of transparency, legitimate purpose, and proportionality when processing Personal Data of data subjects.
- (c) Each of the Parties, as a PIC with regard to the Personal Data in their original possession, is responsible for ensuring that it collected the Personal Data lawfully and in accordance with the requirements of the DPA and its IRR. Prior to collection or sharing of Personal Data, a PIC shall be responsible for obtaining the necessary Consent of the Data Subject over the collection of Personal Data and of apprising the Data Subject with the nature, purpose, and extent of the processing of his or her Personal Data, including the risks and safeguards involved, the identity of the Personal Information Controller, his or her rights as a Data Subject, and how these can be exercised.
- (d) Each of the Parties, as a PIC, shall be responsible for the accuracy, quality, and legality of Personal Data and the means by which they acquired them.
- (e) Each Party shall require that each person entrusted by it with the processing of Personal Data of Data Subjects hereunder has undertaken to comply with the principle of data secrecy and has been duly instructed about the applicable data protection law. Such person must have a confidentiality agreement with such Party with terms that are consistent with and not less stringent than the terms of this Agreement and all other confidentiality or non-disclosure agreements between the Parties.
- (f) Whenever requested in writing, each Party shall make available to the other Party all information necessary to demonstrate its compliance with the obligations hereunder and those laid down in the Data Privacy Act, its IRR and other Circulars issued by the National Privacy Commission.
- (g) Whenever requested in writing by the other Party, each Party shall assist the other Party in fulfilling its obligation to respond to requests from Data Subjects relative to the exercise of their rights pertaining to their Personal Data disclosed, shared or transferred to it pursuant to this Agreement.

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

- (h) Each of the Parties, as a PIC, shall not share Personal Data from the Sharing Party with any other party, including for purposes of outsourcing Processing operations, without the prior written permission/instruction of the Sharing Party or process Personal Data in any way or for any purpose other than those set out in this Agreement. In no case shall access to the public be granted. The Receiving Party shall segregate the Personal Data from its own and its other clients' data., In the event that the Personal Data shall be shared to any other party with the approval of other party, such agent or subcontractor shall execute a Non-Disclosure Agreement (NDA).

11. Personnel

Each Party shall take steps to ensure that any person acting under its authority and who has access to Personal Data shared by the Sharing Party, does not process them except for purposes of this Agreement, the Contract, or as required by law.

Each Party shall ensure that access to Personal Data shared by the Sharing Party is limited only to its officer, employees, agents or representatives who need access only for purposes of this Agreement.

Each Party shall ensure that its officers, employees, agents or representatives engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to obligations of confidentiality and such obligations survive the termination of that officer's, employees', agents' or representatives' engagement or relationship with each Party.

Each Party shall take reasonable steps to ensure the reliability of any of its officers, employees, agents or representatives who have access to Personal Data, which shall include ensuring that they all understand the confidential nature of the Personal Data; and have received appropriate training in data protection prior to their access or Processing of Personal Data, and have signed a written undertaking that they understand and will act in accordance with their responsibilities for confidentiality under this Agreement.

12. Liability and Indemnity

Each Party shall be liable for the violation of pertinent provisions of R.A. No. 10173 and may be penalized under Sections 25-37, Chapter VIII thereof. The Parties understand that they may be exempted from this liability upon proving that neither of them is responsible for the said violation.

Each party (the "INDEMNIFYING PARTY") shall hold the other PARTY and its directors, officers and employees/staff (the "INDEMNIFIED PARTY") free and harmless from, and defend them against any and all demands, claims, suits, and actions, of whatever nature and kind, and shall indemnify them for any and all losses, damages, liabilities, costs and expenses (including but not limited to costs of litigation and attorney's fees) suffered or incurred by any of them, as a result of, arising from or in connection with a breach or violation by the INDEMNIFYING PARTY of its obligations under this Agreement, except when such demand, claim, suit, and action arose from a willful breach or gross negligence of the INDEMNIFIED PARTY in the performance of its obligations under this Agreement. The INDEMNIFIED PARTY shall promptly notify the INDEMNIFYING PARTY of any threatened or actual demand, claim, suit, and action covered by this indemnification and should reasonably cooperate with each other in addressing the same.

13. Rights of Data Subjects

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119

ACKNOWLEDGMENT

Republic of the Philippines)

_____) s.s.

Before me a Notary Public, for and in _____, this _____ day of _____, 20__ personally appeared :

NAME	Community Tax Receipt No./ Valid proof of Identity	Issued at/Issued on
DR. PROSE IVY G. YEPES		
MS. CORRINE O. TANG		

known to me and to me known to be the very same persons who executed the foregoing instrument freely and voluntarily.

This document refers to a Data Sharing Agreement, consisting of ____ () pages including this page whereon this acknowledgment is written and same was duly signed by the parties and the witnesses on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022
18.

BOR ACTION: APPROVAL


HAZELLE V. ASALDO
BOR & University Secretary
2025-119