EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON FEBRUARY 21, 2017.

PRESENT:

Atty. John Edward G. Gando	-	Vice Governor/Presiding Officer
Hon. Cyril C. Beltran	-	SP Member/Majority Floor Leader
Hon David G. Gano	-	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Ramon N. Ortiz	-	Ex-Officio Member (ABC Fed. President)

OFFICIAL BUSINESS:

Hon. Ma. Sheila G. Gange	-	Ex-Officio Member (PCL Fed. President)

RESOLUTION NO. 40

RESOLUTION AUTHORIZING GOV. SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE MEMORANDUM OF AGREEMENT WITH THE PHILIPPINE STATISTICS AUTHORITY

WHEREAS, the Honorable Governor, in his letter dated 10 February 2017, requested for an authority to sign for and in behalf of the Provincial Government of Guimaras the Memorandum of Agreement with the Philippine Statistics Authority for the use of the Philippine Civil Registry Information System (PhilCRIS) by the Buenavista Emergency Hospital;

WHEREAS, the Chairperson, Committee on Social Services to where the matter was referred, rendered a committee report which was adopted by the Honorable Body in its session of even date, recommending that an authority be given to the Honorable Governor to sign the said Memorandum of Agreement;

NOW, THEREFORE, on motion of Hon. Josefina G. de la Cruz, unanimously seconded;

THE 8th SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras, the following:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The PHILIPPINE STATISTICS AUTHORITY-OFFICE OF THE CIVIL REGISTRAR GENERAL with principal address at 4ᵗʰ Floor TAM Bldg., EDSA, Quezon City, herein referred to as PSA, and represented by the Regional Director, Region VI FRED S. SOLLESTA.

and

The PROVINCIAL GOVERNMENT OF GUIMARAS, herein referred to as LGU-Guimaras, with the office address at San Miguel, Jordan, Guimaras and represented by Governor SAMUEL T. GUMARIN, MD, MPH.

WITNESSETH

WHEREAS, PSA has developed an updated software Philippine Civil Registry Information System (PhilCRIS) to deliver registry information management in a new, more user friendly and efficient way;

WHEREAS, the PhilCRIS is a software in Windows version of the Civil Registry Information System (CRIS DOS version). This software enables encoding of relevant information from civil registry documents, storage of vital data, query and retrieval of encoded records, printing and issuance of certified copies of encoded civil registry documents, generation of transmittal files, data management and maintenance of the local civil registry database;

WHEREAS, the use of PhilCRIS will enable the receiving institution to print preview and print directly to the new civil registry forms;

WHEREAS, for and in consideration of the foregoing, the parties agree to the following terms and conditions:

1. Use of the System

    a. By entering into this agreement, the receiving institution is given authorization to use the PhilCRIS free-of-charge in accordance with the rules and regulations set out for its purpose;

    b. The receiving institution shall be given one Distribution CD containing the PhilCRIS Software installer, user manual, and user forms together with the software parameters needed to use the application software on one computer;

    c. The PSA grants license to the receiving institution on the use of the PhilCRIS software on the condition that it is not disassembled, decompiled or reengineered and the Distribution CD not sold, lent or shared to entities other than the implementing institution. It is understood that intellectual property rights for the PhilCRIS software belongs to the PSA.

2. Responsibility of the PSA

    a. Provide the complete set of parameters required to install the PhilCRIS software;

    b. Provide the user manual and softcopy of the user forms needed by the receiving institution.

    c. Provide technical support to Buenavista Emergency Hospital subject to the provisions of Warranties of PSA. Technical support includes, but not limited to, assistance in the installation of the PhilCRIS software, troubleshooting PhilCRIS software and database problems, and provision of software patches and upgrades to the PhilCRIS software. The support does not include troubleshooting computer hardware problems and installing and configuring operating systems;

    d. Provide revisions and/or upgrades of the PhilCRIS software, for free to those who entered into this agreement. In cases of defective or damaged Distribution CD, PSA will replace said CD upon a clear showing that the damage was either due to a detect attributable to the PSA (product defect) or arising from the regular and authorized use of the PhilCRIS software by the receiving institution.

3. Responsibility of Buenavista Emergency Hospital

    a. Provide all relevant computer hardware and software environment, including protection from viruses, necessary to be able to use the PhilCRIS software;

    b. Designate staff that will undergo the training on the use of the system conducted by the PSA. Training fees shall be to account of the receiving institution;

    c. Coordinate closely with the PSA Provincial Statistics Office on the proper operation and use of the system; and

    d. Ensure the integrity of the System by, among other things, providing ample security against duplication of the Distribution CD, and unauthorized use of the System.

4. Warranty

    a. PSA software warranty extends only to the proper usage of the PhilCRIS software and the intention for which the System was established. Any damage to the application software or Distribution CD, or inconvenience to the public arising from the unauthorized or unintended use of the System, shall not be the responsibility of the PSA;

    b. PSA will replace damaged or destroyed Distribution CDs provided they arise from authorized end user;

    c. PSA will repair or fix any problem in the application software provided they arise from the proper use and installation of the project;

d. The parties hereby warrant that neither it nor its representatives have offered any government officer any consideration or commission for the Agreement nor has it or its representative exerted or utilized a corrupt or unlawful influence to secure or solicit this agreement for any consideration of commission. Should any commission be paid to a private person, the parties shall disclose the name of the person and the amount being paid. Any violations of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filing of civil or criminal action under the anti-Graft and Corrupt Practices Act and other applicable laws against the parties and/or its representatives.

5. **Termination**

This agreement may be terminated as follows:

a. Voluntary termination by either party upon receipt of written notice 30 days prior to termination.

b. Involuntary termination, in case the receiving institution committed the following:

1. Sublicense, assign or transfer the license, sell lease or grant any right on PhilCRIS to other parties;

2. Transmit PhilCRIS or portions thereof over telecommunications channels;

3. Use or permit others to use PhilCRIS for commercial or profitmaking purposes;

4. Make copies or translation of PhilCRIS and the related manuals without written permission/consent of PSA;

5. Make alterations in or disassemble any of the PhilCRIS programs or portions thereof, and in particular, erase, replace or modify any screen formats displayed by the programs during their execution.

6. **Undertaking**

After termination of this MOA, the Buenavista Emergency Hospital undertakes to destroy its copy of PhilCRIS together with all the subsequent copies it has made and that it shall no longer be authorized to receive any new copy of PhilCRIS which the PSA might develop or produce thenceforth.

7. **Amendments**

No provision of this Memorandum of Agreement may not be amended or modified except by written agreement signed by both parties.
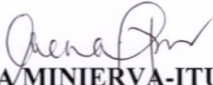
8. **Effectivity**

This Memorandum of Agreement takes effect upon date of signing of both parties, provided that the implementation of the System may be done after undergoing training conducted by the PSA, and shall remain in force unless otherwise terminated or revoked by either party. Each party shall retain one signed copy of this MOA.

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Philippine Statistics Authority, Buenavista Emergency Hospital and all other concerned offices for information and appropriate action.
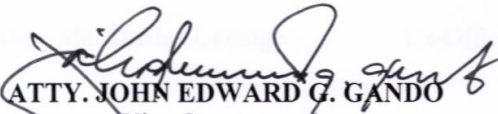
APPROVED. February 21, 2017.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 21, 2017.
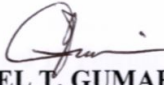
LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:

ATTY. JOHN EDWARD G. GANDO
Vice Governor
Presiding Officer

Approved:

SAMUEL T. GUMARIN, MD, MPH
Governor