

Barangay Management Information System (BMIS)

Full Legal-Complete Version for Capstone Documentation
Barangay La Torre North, Bayombong, Nueva Vizcaya
Republic of the Philippines

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I. TERMS AND CONDITIONS

Effective Date: Upon adoption and implementation

Document Owner: Barangay La Torre North Government Unit

1. Introduction

The Barangay Management Information System (BMIS) is an official digital platform developed to enhance governance, streamline administrative tasks, and provide efficient services to the residents of Barangay La Torre North. These Terms and Conditions govern the access and use of the BMIS, including all related modules and electronic services. By creating an account or using any BMIS feature, the user acknowledges acceptance of these Terms and Conditions and agrees to abide by all applicable barangay, municipal, provincial, and national laws.

2. Scope of the System

The BMIS covers, but is not limited to, the following modules and services:

- Resident Registration and Verification
- Document Request Processing (Barangay Clearance, Business Clearance, Certificate of Indigency)
- Payment and Monitoring of Garbage Fees and Streetlight Fees
- Reports and Complaints Submission
- Blockchain-Based Document Integrity Verification (if applicable)
- Public Document Upload and Viewing
- Internal Administrative Dashboards and Financial Reporting

The system is intended exclusively for official barangay use and public service delivery.

3. User Eligibility

Users must meet the following criteria:

- Must be a resident of Barangay La Torre North or a person requesting an official document.
- Must be at least 18 years old or have parental/guardian consent.

- Must provide accurate and truthful personal information.
- Must agree to system monitoring and verification for fraud prevention.

4. User Responsibilities

Users are required to:

- Maintain confidentiality of their account credentials.
- Refrain from creating multiple or fraudulent accounts.
- Immediately report unauthorized access, inaccurate data, or system irregularities.
- Use the BMIS solely for lawful, legitimate purposes.
- Avoid uploading malicious files, providing false information, or attempting to bypass system security.

5. Prohibited Actions

Users must not:

- Tamper with system settings, security measures, or backend services.
- Engage in hacking, cracking, phishing, or other cyberattacks.
- Use the system for political propaganda or commercial activities.
- Forge documents or misrepresent identity.
- Interfere with system availability or overload the server with excessive requests.

Violations may lead to account suspension, administrative penalties, or criminal charges under the Cybercrime Prevention Act of 2012 (RA 10175).

6. System Availability

While the barangay strives to ensure continuous access to BMIS, the following may cause service interruptions:

- System updates and maintenance
- Network outages
- Server errors
- Security-related shutdowns

The barangay holds no liability for delays, downtime, or lost transactions due to technical issues beyond its control.

7. Accuracy of Information

The barangay commits to maintaining updated and accurate data, but:

- Some data relies on user submissions and external validation.
- The barangay is not liable for errors resulting from incorrect user-provided information.
- Users must verify the accuracy of critical information before relying on it.

8. Payments and Transactions

All official fees processed through the system are governed by barangay ordinances. Users acknowledge that:

- Payments are considered final once validated by barangay staff.
- Digital receipts generated via BMIS are legally recognized.
- Overpayments, errors, or disputes will be handled according to barangay treasury policies.

9. Document Requests

By requesting a document through BMIS, users agree that:

- Processing time may vary depending on verification requirements.
- Barangay officials may request additional documentation for identity confirmation.
- Falsified or misleading submissions constitute a punishable offense.

10. Limitation of Liability

The barangay is not liable for:

- Unauthorized access caused by user negligence
- Data loss due to user error or device malfunction
- Network interruptions from Internet Service Providers (ISPs)
- Actions performed by third parties beyond barangay control
- User misinterpretation or misuse of system data

11. Amendments

The barangay reserves the right to modify these Terms and Conditions at any time, subject to proper posting and public notice. Continued use of the system constitutes acceptance of any amendments.

12. Contact Information

For questions, feedback, or concerns, users may contact:

Barangay Hall – La Torre North

Official Email / Hotline (if available).

II. PRIVACY POLICY

In compliance with the Data Privacy Act of 2012 (RA 10173).

1. Purpose of the Privacy Policy

This Privacy Policy outlines how the barangay collects, stores, uses, and protects personal data through BMIS. It reflects the barangay's commitment to safeguarding the privacy rights of all residents and system users.

2. Personal Information Collected

The BMIS may collect the following categories of information:

A. Basic Personal Information

- Full name
- Address and residency details
- Birthdate and demographic information
- Contact number and email
- Civil status, occupation, and educational background

B. Sensitive Personal Information

- Identification documents
- Household membership
- Criminal records (for clearances)
- Sectoral classifications (PWD, Solo Parent, OSY, etc.)
- Financial payments and transaction history

C. System Metadata

- Login attempts
- Device information
- Usage logs
- Blockchain recording hashes (if applicable)

3. Legal Basis for Processing

The BMIS processes data under the following grounds:

- Consent of the data subject
- Performance of a mandate under the Local Government Code
- Legal obligations, including issuance of official documents
- Legitimate interest of public administration

4. Purpose of Data Usage

Collected data may be used for:

- Verification of residency
- Document issuance and regulatory compliance
- Financial recording and auditing
- Crime prevention and community safety
- Public service delivery and reporting
- Transparency through blockchain (if enabled)

No data will be used for purposes inconsistent with public service.

5. Data Retention

Data will be retained only as long as necessary for administrative, historical, or legal requirements. Once retention expires, data will be securely archived, deleted, or anonymized following NPC guidelines.

6. Data Storage and Security

The barangay implements industry-standard security practices, including:

- Encrypted databases and secure servers
- Access control and authentication
- Password hashing
- Regular system audits
- Network firewalls
- Blockchain integrity protection

Unauthorized personnel are strictly prohibited from accessing stored data.

7. Data Sharing

Data may only be shared under the following conditions:

- With municipal/provincial government units for legitimate processes
- With law enforcement when legally mandated
- With authorized agencies for welfare and community services
- With the explicit consent of the data subject

The barangay will not sell, rent, or commercially distribute any personal information.

8. Rights of Data Subjects

Users have the right to:

- Be informed
- Access their personal data
- Object to processing
- Rectify incorrect information
- Withdraw consent
- File complaints to the National Privacy Commission

9. Data Breach Protocol

In case of a breach:

- The Data Protection Officer (DPO) will assess severity
- Affected users will be notified when required
- The National Privacy Commission will be informed within 72 hours for serious incidents
- Corrective measures will be implemented immediately

III. DATA SHARING AGREEMENT (DSA)

Between Barangay La Torre North and Authorized Receiving Parties.

1. Purpose

This Data Sharing Agreement ensures that all personal data shared through BMIS is protected, properly used, and processed under legal safeguards in accordance with RA 10173.

2. Parties to the Agreement

The parties to this agreement are:

- Data Controller: Barangay La Torre North
- Data Processors: BMIS Administrators, Barangay Staff
- Authorized Data Recipients:
 - Municipal/Provincial LGU Offices
 - Philippine National Police (PNP)
 - Social welfare and emergency services
 - Courts and government agencies with legal mandate

3. Types of Shared Data

Depending on the purpose, shared data may include:

- Names and residency details
- Certification and document request records
- Payment transactions
- Complaint submissions
- Verification and clearance records
- Blockchain ledger entries

Only minimum necessary data will be shared.

4. Responsibilities of Each Party

All parties agree to:

- Maintain confidentiality
- Use data solely for its intended purpose
- Ensure staff are trained in privacy compliance
- Securely store and transmit shared data
- Report breaches within 24 hours of discovery
- Not reuse or disclose data beyond the scope of this agreement

5. Data Transmission Protocols

Data must be transmitted only through:

- Encrypted digital channels
- Secure internal servers
- Blockchain-backed verification mechanisms
- Official barangay devices or emails

No data shall be transmitted via unencrypted messaging apps or public networks.

6. Retention and Disposal

Data recipients may retain the information only as long as necessary. Upon completion of its purpose, data must be returned, securely deleted, or permanently anonymized.

7. Breach and Penalties

If a breach occurs, the responsible party may face:

- Administrative sanctions
- Civil liability
- Criminal prosecution under RA 10173
- Immediate termination of access rights

8. Termination of Agreement

The DSA remains in effect unless:

- BMIS is formally discontinued
- A new agreement supersedes it
- A party withdraws with legal justification

9. Amendments

Any revisions must be approved by the Barangay Council and properly documented.

10. Acceptance

By using BMIS or participating in data processing activities, all parties signify full acceptance of this Data Sharing Agreement.