

Terms and Conditions

Welcome to the Cooperative Development Authority (CDA) Cooperative Assessment Information System (CAIS).

By accessing and using any part of this Online System, you have agreed to be bound by the Terms and Conditions herein provided.

A. General Provisions

- Disclaimer

The CAIS is part of the official website of the CDA. Unauthorized modification of any information on this site is prohibited and may result in criminal prosecution under Philippine laws.

The CAIS is an online submission of mandatory reports for cooperatives including its federations and unions.

It shall be understood that the CAIS is being implemented for the convenience of the transacting public, thus, the applicant assumes all risks associated with the use of this online system, including but not limited to the transfer of information to the CDA and/or its service provider.

- Right of Access

The CDA reserves the right to update or modify the CAIS from time to time.

The CDA further reserves the right to disable and/or terminate, without prior notice, the account of any user who may violate or abuse the use of information and data downloaded from this online system through the CDA website, as well as the right to block access from a particular internet address to this website, at any time, upon legitimate grounds as may be determined by the CDA.

- Making False or Misleading Statements

When submitting reports using the CAIS, the client is providing a declaration that the information given to the CDA is true and correct.

Providing false and/or misleading statements shall cause the automatic cancellation of the account. This shall be without prejudice to the penalties provided under the law.

- Amendment of the Terms and Conditions

These Terms and Conditions may be changed by the CDA from time to time. All changes will be posted on this Web Site and your use hereof after such changes have been posted shall be deemed as the voluntary giving of your consent to the Terms and Conditions as amended.

- Systems Notice

The CAIS through the CDA Web Site is built to work with Microsoft Internet Explorer version 7 and above and Mozilla Firefox version 2 and above. If you experience any difficulties in viewing or interacting within the CAIS, please check the version of your browser, and upgrade, if necessary.

The CDA accepts no liability for any interference with or damage to a user's computer system, software or data occurring in connection with, or relating to, this Web Site or its use. Users are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from this site is free of viruses or other contamination that may interfere with or damage the user's computer system, software or data.

- Governing Law

These Terms and Conditions shall be governed and construed in accordance with laws of the Republic of the Philippines

B. Provisions on the Procedure

- Name Verification and Reservation

1. The proposed cooperative name shall be subject to applicable provisions of the Cooperative Code of 2008 (RA 9520) and CDA Memorandum Circular No. 2015-01, or the Revised Guidelines Governing the Registration of Cooperatives, and related CDA rules and regulations. (Link: <http://www.cda.gov.ph>)
2. The applicant undertakes to change the name of the cooperative, as originally registered or as amended thereafter, immediately upon receipt of notice or directive from the CDA that the said name is identical or deceptively or confusingly similar to that of any existing cooperative or to any other name already protected by law, or that such name is patently deceptive, confusing or that the same is contrary to laws, morals, good customs, public order or public policy.
3. The proposed cooperative name shall be reserved for four (4) calendar days, within which the applicant must proceed to fill up

the online application forms. Upon the lapse of four (4) calendar days, the cooperative name reservation shall be purged from the system and said cooperative name shall be again available for use.

4. The proposed cooperative name shall be subject to further evaluation by the processor, reviewer and/or Director of the LRD. Thus, the fact that the name is available for use on the date the same is verified does not necessarily mean that the reserved cooperative name has already been approved. The CDA processor may require waivers or other similar documents.
5. The Name Reservation Fee shall be charged together with the filing fees and shall be included in the Order of Payment and/or Payment Assessment Form issued to the applicant.

- Online Application Form

1. The applicant must proceed to fill up the online application form within four (4) calendar days from the day its name was reserved.
2. Complete information on the following fields is required:
 - a. Principal office address of the corporation/partnership;
 - b. Names and complete residential addresses of the cooperators, directors/officers, shareholdres/members, as may be applicable;
 - c. Share Capital information.
3. The CoopRIS contains validations to guide the applicant when providing any data or information for the required fields.
4. In accordance with the requirements of the Coopeartive Code of 2008, certain documentary requirements (e.g. Articles and Treasurer's Affidavit) must be signed and duly notarized. After the payment of fees, the applicant will receive an email notification requiring him/her to upload copies of the documentary requirements to the CoopRIS.
5. The CDA reserves the right to disapprove any and all provisions in the cooperative documents that may not be in conformity with existing laws, rules and regulations.
6. The applicant is given a period of thirty (30) days to complete his/her application, which shall be reckoned from the date the he/she starts to fill out the online forms (i.e. after a cooperative name is successfully reserved). Compliance for deficiencies must be completed within such 30-day period. Failure of the applicant to complete the application within the said period shall cause the system to automatically purge the entire application, including the cancellation of a pre-approved Name Reservation.

7. With respect to computer-generated application forms, as provided above, any alteration, erasure, modification or revision thereof shall result in the automatic denial of the application.
8. The CoopRIS will, from time to time, communicate with the applicant through his/her designated email address. Such communication may contain information about the status of the application, instructions to upload documents and/or to pay the fees, as well as the deadlines therefor. The applicant shall regularly check his/her designated email address to ensure that he is sufficiently informed of the status of his application.

- Payment of Certificate of Compliance Fee

1. The fee may be paid through any of the following modes, at the option of the applicant:
 - a. Online payment facilities listed and available through the CAIS;
 - b. Cash or manager's check, through the CDA cashier.

In the case of payment through modes (a), the CAIS will generate an "Order of Payment" form that will indicate the amount of fees to be paid by the applicant.

2. Upon completing the online forms, the system will send the applicant an email indicating therein a computation of the fees and an instruction to pay the same within ten (10) days. The applicant must upload proof of payment of the said fees to the link provided by the CAIS within the same period.
3. Failure to pay and upload within the ten (10)-day period will result in the automatic purging of the application from the system.
4. Fees other than the computed filing fees (e.g. bank surcharges) shall be for the account of the applicant.

- Processing, Review and Approval of the Application

1. Under the CoopRIS, applications are filed electronically, wherein copies of supporting documents, including those that are required to be notarized, are scanned then uploaded by the applicant to the said system.
2. After the payment of filing fees, the Authority shall process and review applications on the basis of the documents uploaded by

the applicant to the CoopRIS and, in the absence of any adverse finding, duly issue the Certificate of Registration (COR).

3. Upon the approval of the application, the CDA shall issue the Certificate of Registration, together with the Certificate of Compliance (COC).
4. The issued COR shall only be released to the applicant upon the latter's submission of the four (4) hard copies of the duly notarized Articles of Cooperation, Treasurer's Affidavit, Economic Survey and supporting documents previously uploaded to the CoopRIS through the concerned CDA Extension Offices (EO).

- Post-Release Review

1. Notwithstanding the issuance of the COR, the hard copies of documents submitted by the applicant shall be subjected to a post-release review by the Authority to confirm that such hard copies are identical to the soft copies previously filed by the applicant and on the basis of which the application was evaluated and approved.
2. Any variance between the hard and soft copies submitted by the applicant to the Authority shall result in the revocation of the issued COR.

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