



03 June 2019

ADVISORY OPINION

Reference No. DPO 19-23

FOR : ██████████

SUBJECT : **Data Protection Covenant between UP Diliman and ██████████
for research on the ██████████ of the Philippines**

Dear ██████████:

We provide a review of the Data Protection Covenant between the University of the Philippines Diliman and ██████████ for the parties' prospective research on the effectiveness of the Philippines' ██████████ campaign.

The Covenant contains all suggested revisions of the Data Protection Team in its previous review transmitted to the ██████████ last 10 July 2018. However, we note the following:

Improper Naming of Party

The "Party 2" in the Covenant **should not be** "█████████". Instead, the party should be the University of the Philippines Diliman **represented by** ██████████. It is UP Diliman - not its ██████████ – which is partnering for research.

Utility

It is noted that the utility of the Covenant is primarily for relational and ceremonial purposes to highlight the parties' commitment to data privacy.

In terms of substance, the Covenant merely straightforwardly echoes obligations already provided by the Data Privacy Act of 2012 (DPA). This is advisable because data processing for research purposes is **exempted** from the prohibitions of the DPA. Entering into a more comprehensive agreement may only result in the parties imposing unnecessary regulations upon themselves.

Thank you.

(Sgd.) Elson B. Manahan
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