



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

1 **NPC Circular No. 2023 - XXX**

2

3 **DATE : XX Month 2023**

4 **SUBJECT : DATA PRIVACY COMPETENCY PROGRAM**

5

6 **WHEREAS**, Republic Act No. 10173 or the Data Privacy Act (DPA) mandates the
7 National Privacy Commission (NPC) to administer and implement the provisions of
8 the law, and implement plans and policies that strengthen the protection of personal
9 data formulate in the country;

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11 **WHEREAS**, Section 9 of the Implementing Rules and Regulations of the DPA (IRR)
12 provides that the NPC shall develop, promulgate, review, or amend rules and
13 regulations for the effective implementation of the DPA;

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15 **WHEREAS**, Section 9 of the IRR states that the NPC shall undertake the necessary or
16 appropriate efforts to inform and educate the public on data privacy, data protection,
17 and fair information rights and responsibilities;

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19 **WHEREAS**, the NPC, through the NPC PHIL-DPO Program, initiated the DPO
20 Accountability, Compliance, and Ethics (DPO ACE) training to capacitate Data
21 Protection Officers with the knowledge and skills necessary to effectively manage the
22 compliance of their respective organizations with the DPA;

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24 **WHEREAS**, the NPC, through the PHIL-DPO Program, launched its Training the
25 Trainers (T3) Program to grant provisional accreditation to Institutional Privacy
26 Trainers (IPT) and Accredited Privacy Trainers (APT) to expand the breadth and
27 scope of public education and training on data privacy throughout the Philippines;

28

29 **WHEREAS**, the DPO ACE training and T3 Program were mere *ad hoc* programs not
30 covered by any formal issuances of the NPC and are being discontinued;

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32 **WHEREAS**, there is a need to institutionalize the NPC's public education and training
33 programs on data privacy through the issuance of a Circular;

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35 **WHEREAS**, the NPC seeks to enhance the accessibility and quality of data privacy
36 and protection trainings available in the Philippines in line with the recent
37 developments in the application and interpretation of the DPA;

38

39 **WHEREAS**, the NPC shall develop a Data Privacy Competency Program (Program),
40 which shall be composed of courses on the fundamental and operational aspects of
41 the DPA essential for anyone who seeks to have a better understanding of the DPA
42 and its application to actual situations, and other projects geared towards data
43 privacy education;

44

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45 **WHEREAS**, the Program shall neither result in a specialized accreditation or
46 certification, such as those carried out by an independent third-party body, nor as a
47 qualification to act or perform the functions of a data privacy professional;
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49 **WHEREAS**, Executive Order No. 292 or the Administrative Code of 1987 authorizes
50 all agencies to charge fees as compensation for seminars or training programs
51 rendered to other government agencies or private parties;
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53 **WHEREAS**, the Intellectual Property Code provides that while the work of a
54 government agency or office is not protected by copyright, a government agency or
55 office may require prior approval and impose as a condition the payment of
56 royalties for use of such work for profit;
57

58 **WHEREFORE**, in consideration of the foregoing premises, and without prejudice to
59 the application of other pertinent laws and regulations on the matter, the NPC hereby
60 issues this Circular prescribing the guidelines for the courses, including a Data
61 Privacy Foundational Course, under the Program.
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63 **SECTION 1. Scope and Purpose.** Through the Program, the NPC shall develop
64 uniform curricula and modules on the legal framework of privacy law and
65 regulations (Curriculum) and learning outcomes to train and capacitate the public.
66 The NPC shall license the use of a prescribed Curriculum to qualified Training
67 Providers to enhance the quality of education on Philippine data privacy law.
68 Qualified and licensed Training Providers shall design and conduct Training Courses
69 based on the prescribed Curriculum covered by the specific License granted by the
70 NPC.
71

72 This Circular shall apply to the Data Privacy Foundational Course, which shall cover
73 fundamental concepts and principles of Philippine data privacy law, and other
74 courses developed by the NPC under this Program.
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76 **SECTION 2. Definition of Terms.** Terms used in the DPA and its IRR, as amended,
77 are adopted herein. In addition, whenever used in this Circular, the following terms
78 are defined as follows:
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- 80 A. "Commission" refers to the Privacy Commissioner and the two (2) Deputy
81 Privacy Commissioners;
82
- 83 B. "Curriculum" refers to the syllabus, modules, and other materials that the
84 NPC develops for the conduct of courses under the Program;
85
- 86 C. "Enrollee" refers to a person who shall avail himself or herself a Training
87 Course offered by a licensed Training Provider;
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- 89 D. "License" refers to the non-exclusive, non-assignable, and non-sublicensable
90 authority granted by the NPC to a Training Provider to use a specific
91 prescribed Curriculum under the Program;
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- 93 E. "NPC" refers to the National Privacy Commission created under the DPA;
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95 F. "Training Course" refers to the course designed by a Training Provider
96 pursuant to a specific prescribed Curriculum under the Program;
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98 G. "Training Provider" refers to any natural or juridical person that is qualified
99 under this Circular and licensed by the NPC to conduct a Training Course to
100 an Enrollee based on a specific prescribed Curriculum;
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102 **SECTION 3. *Nature of the License.*** The NPC shall issue a License to a qualified
103 Training Provider to design a Training Course based on a specific prescribed
104 Curriculum. In all cases, the License granted to a Training Provider shall be non-
105 exclusive, non-assignable, and non-sublicensable. The NPC shall issue the License to
106 a qualified Training Provider after the execution of a formal written agreement
107 prescribing the terms and conditions on the matter (Agreement).
108

109 **SECTION 4. *Term and Renewal of License.*** The License shall be valid for one (1) year
110 and may be renewed within thirty (30) days prior to its expiration subject to
111 continuing compliance with Section 5 of this Circular and the terms of the Agreement
112 stated in Section 3 of this Circular.
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114 Upon termination of a License for any reason, a Training Provider is prohibited from
115 using the applicable prescribed Curriculum covered by the specific License granted
116 by the NPC.
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118 **SECTION 5. *General Qualifications of a Training Provider.*** A Training Provider
119 must be duly organized, validly existing, and in good standing with the Department
120 of Trade and Industry, for sole proprietorships, or the Securities and Exchange
121 Commission, for partnerships and corporations. A Training Provider must have no
122 pending civil, criminal, or administrative action, investigation, or suit nor conviction
123 of any offense before any courts or other quasi-judicial agencies.
124

125 **SECTION 6. *Training Course.*** A Training Provider shall design a Training Course
126 based on the applicable prescribed Curriculum covered by the specific License
127 granted by the NPC. Before a Training Course is offered to the public, a Training
128 Provider shall submit the Training Course materials to the NPC for approval. The
129 NPC shall determine if the Training Course is consistent with the applicable
130 prescribed Curriculum covered by the specific License and prescribed learning
131 outcomes.
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133 **SECTION 7. *Training Course Fee.*** A Training Provider may charge a fee when
134 offering the Training Course. The fee, however, shall not exceed the maximum
135 amount set out in the Agreement stated in Section 3 of this Circular. The maximum
136 amount of the fee shall be subject to periodic adjustments by the NPC.
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138 **SECTION 8. *Royalties.*** The NPC shall collect royalties from a Training Provider who
139 shall use the prescribed Curriculum under the Program. For this purpose, the
140 royalties shall be in an amount no less than __% and shall not exceed __% of the
141 Training Course Fee collected by a Training Provider from each Enrollee.
142

143 **SECTION 9. *Examination.*** The NPC may conduct an examination to determine the
144 competency of an Enrollee who has completed a Training Course with a licensed

145 Training Provider. The successful completion with a licensed Training Provider of a
146 Training Course for which the examination is administered shall be a requisite to take
147 the examination.

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149 The NPC may collect a fee when administering an examination. A Training Provider
150 shall not collect additional fees from an Enrollee to take an examination administered
151 by the NPC.

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153 **SECTION 10. *Completion; Effects.*** Completion of a Training Course or successful
154 passing of an examination administered by the NPC shall only measure the
155 competency proficiency of an Enrollee. It shall in no case be construed as a
156 professional certification on Philippine data privacy law.

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158 In this regard, no certification is necessary for a person to act as or perform the
159 functions of a data privacy professional, including a Data Protection Officer or
160 Compliance Officer for Privacy.

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162 A Training Provider may issue a Certificate of Attendance, Completion, or its
163 equivalent, to Enrollees who have successfully completed a Training Course.

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165 **SECTION 11. *Monitoring and Reporting.*** The NPC shall periodically monitor and
166 determine if a Training Course designed by the Training Provider is in line with the
167 prescribed Curriculum covered by the specific License granted by the NPC.

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169 **SECTION 12. *Consultative Body.*** The NPC may form a Consultative Body to assist
170 in formulating the prescribed Curriculum and learning outcomes for the courses,
171 including the Data Privacy Foundational Course, under the Program.

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173 The Consultative Body shall be composed of five (5) member-volunteers. The
174 member-volunteers shall be appointed by the Commission, based on a favorable
175 endorsement by the Chairperson of the Program, for a term of two (2) years.

176

177 No person shall be appointed by the Commission as a member of the Consultative
178 Body, unless he or she is a citizen of the Philippines, of good moral character, of
179 proven integrity, with at least five (5) years of competence in the field of data privacy.

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181 **SECTION 13. *Qualification under the DPO ACE Program.*** Any qualifications
182 acquired under the DPO ACE training shall remain valid for a period of one (1) year
183 from the effectivity of this Circular.

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185 **SECTION 14. *Separability Clause.*** If any portion of this Circular is declared null and
186 void, or unconstitutional, the other portions not affected thereby shall continue to be
187 in force and effect.

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189 **SECTION 15. *Repealing Clause.*** All other rules, regulations, and issuances contrary
190 to or inconsistent with the provisions of this Circular are deemed repealed or
191 modified accordingly.

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193 **SECTION 16. *Effectivity.*** This Circular shall take effect fifteen (15) days after its
194 publication in the Official Gazette or a newspaper of general circulation.

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196 **Approved:**

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JOHN HENRY D. NAGA

Privacy Commissioner

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205 **LEANDRO ANGELO Y. AGUIRRE**

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