



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

ECV

NPC 18-074

Complainant,

-versus-

CVF,

For: Violation of the
Data Privacy Act of
2012

Respondent.

X-----X

DECISION

NAGA, P.C.;

Before this Commission is a Complaint filed by ECV against CVF for violating Republic Act No. 10173, also known as the Data Privacy Act of 2012 (DPA).¹

Facts

ECV, in her Complaints-Assisted Form dated 23 July 2018, alleged that CVF obtained a copy of her Marriage Certificate “without any authority.”²

ECV narrated that on 30 November 2017, CVF humiliated her when the latter alleged that she was a mistress.³ When confronted by ECV’s son about her proof of such claim, CVF allegedly responded that she was able to get a copy of the Marriage Certificate of “the first family of UD from the [National Statistics Office].”⁴ The National Statistics

¹ An Act Protecting Individual Personal Information in Information and Communications Systems in the Government and the Private Sector, Creating for This Purpose a National Privacy Commission, and for Other Purposes, [Data Privacy Act of 2012], Republic Act No. 10173 (2012).

² Complaints-Assisted Form dated 23 July 2018 of ECV, at page 2.

³ *Id.*

⁴ *Id.*, at pages 2-3.

Office (NSO) was the previous name of the Philippine Statistics Authority (PSA).⁵

In a subsequent email to the Commission sent on 06 August 2018, ECV stated that CVF was able to acquire her Marriage Contract from the PSA without her knowledge and permission.⁶ ECV attached scanned copies of two (2) Philippine National Police (PNP) Incident Record Forms in the email to support her complaint.⁷ ECV narrated that CVF confronted her and said in the vernacular that she was a mistress.⁸ As evidence of the claim, CVF uttered that she had her NSO Marriage Certificate.⁹

Subsequently, ECV informed the Commission, through an email sent on 07 August 2018 at 1:46 AM, that she received a copy of CVF's administrative complaint against her for misconduct.¹⁰ She claimed that:

There are two Marriage Contract[s] from Philippine Statistics Authority attached in the last part of the affidavit that they have submitted to the Department of Education, Region X - Northern Mindanao, Cagayan de Oro City. The Marriage Contract belongs to RV & ECV and RV & EI. I know this is an opportunity to file a complaint and protect my rights.¹¹

In the email, ECV attached a Complaint dated 09 May 2018 filed before the Department of Education (DepEd) for Misconduct (DepEd Complaint), which included, as an attachment, ECV's Marriage Contract with RV dated 10 July 1987.¹² In a succeeding email sent at 1:47 AM of the same day, ECV attached a letter in response to the DepEd Complaint.¹³ In the letter, she claimed that CVF is in violation of Section 25 of the DPA.¹⁴

⁵ See An Act Reorganizing the Philippine Statistical System, Repealing for the Purpose Executive Order Numbered One Hundred Twenty-One, Entitled "Reorganizing and Strengthening the Philippine Statistical System and for Other Purposes", [Philippine Statistical Act of 2013], Republic Act No. 10625, § 28 (2013).

⁶ Email of ECV sent on 06 August 2018.

⁷ *Id.* PNP Incident Record Form Entry No. XXX-1 and PNP Incident Record Form Entry No. XXX-2, both dated 04 December 2017.

⁸ *Id.* at PNP Incident Record Form Entry No. XXX-2 dated 04 December 2017.

⁹ *Id.*

¹⁰ Email of ECV sent on 07 August 2018, 1:46 AM.

¹¹ *Id.*

¹² *Id.*, See Complaint dated 09 May 2018 of CVF.

¹³ Email of ECV sent on 07 August 2018, 1:47 AM. See Letter dated 12 July 2018 of ECV.

¹⁴ *Id.*, at page 1.

The Commission, through the Complaints and Investigation Division (CID), issued an Order to Confer for Discovery, which directed the parties to appear before the Commission on 18 October 2018.¹⁵

During the discovery conference, both parties appeared and manifested that they were willing to enter into a settlement.¹⁶ In an email sent on 09 November 2018, ECV manifested that the “agreed Amicable Settlement did not prosper”, and attached further evidence for the proceedings, including a Supplemental Complaint Affidavit dated 07 November 2018 (Supplemental Affidavit).¹⁷

The Supplemental Affidavit stated the following allegations, among others:

1. That I am the Complainant in the CID Case No. 18-5-074 xxx
2. That the Respondent is CVF xxx
3. That on November 30, 2017, while supervising the repair of our fence, she confronted me and uttered defamatory statements;
4. That the utterance expressed that I am only a mistress;
5. That my son JCV was agitated and immediately asked her if she has evidence regarding her allegations and the Respondent said that they obtained Marriage Contracts from the NSO. xxx

xxx

7. That the respondent answered that they have obtained from the NSO a Marriage Contract from another wife and our own Marriage Contract;
8. That on December 3, 2017, another incident occurred and I personally saw CF mother of the respondent waving a pieces of paper (*sic*) which happens to be my Marriage Contract and the Marriage Contract of my husband to his first wife while the respondent is uttering the same defamatory remarks;

xxx

¹⁵ Order to Confer for Discovery, undated, at page 1.

¹⁶ See Order dated 13 April 2019, at page 1.

¹⁷ Email of ECV sent on 09 November 2018.

10. That aside from the defamatory remarks uttered against me, she also filed a malicious complaint before Department of Education, Region X, charging me of Misconduct;

11. That some of the pieces of evidence attached are my Marriage Contract and the Marriage Contract of my husband to his other wife;¹⁸ (Emphases supplied)

In an Order dated 13 April 2019, the CID directed the parties to submit their Compromise Agreement within fifteen (15) days from receipt thereof. Should the parties fail to do so, CVF was ordered to file her Comment within ten (10) days from conclusion of the proceedings, ECV was given ten (10) days from their receipt of the comment to file her Reply, and CVF was given ten (10) days from receipt of the Reply to file her Rejoinder.¹⁹

CVF submitted a Manifestation of Compliance dated 07 June 2019.²⁰ She manifested that no compromise agreement was reached and attached her Responsive Comment to the Complaint.²¹

In her Responsive Comment dated 07 June 2019,²² CVF: 1) denied the allegation that she obtained ECV's Marriage Certificate, or that she made any processing in relation to said Marriage Certificate;²³ 2) claimed that ECV has long harassed CVF and her family, which led the latter to file the DepEd Complaint for Misconduct, docketed as Admin Case No. 10-18-027;²⁴ and 3) raised the defense that the Complaint should be dismissed outright for being filed beyond the reglementary period under Section 4(c), Rule II,²⁵ and Section 12 (b), (c), and (d), Rule III,²⁶ of NPC Circular No. 16-04 (2016 NPC Rules of Procedure).

ECV filed a Comment and Opposition dated 25 November 2019.²⁷ She reiterated the contents anchoring her complaint,²⁸ narrated various

¹⁸ Supplemental Complaint Affidavit dated 07 November 2018 ECV, at pages 1-2.

¹⁹ Order dated 13 April 2019, at page 3.

²⁰ Manifestation of Compliance dated 07 June 2019 of CVF.

²¹ *Id.*, at page 1.

²² Responsive Comment dated 07 June 2019 of CVF.

²³ *Id.*, ¶¶ 1-4, at pages 3-4.

²⁴ *Id.*, ¶¶ 5-6, at page 4.

²⁵ *Id.*, ¶9, at page 5.

²⁶ *Id.*, ¶11, at pages 5-6.

²⁷ Comment and Opposition dated 25 November 2019 of ECV.

²⁸ *Id.*, ¶¶ 1-16, at pages 1-3.

cases between the parties,²⁹ and alleged that the complaint before the Commission was timely filed.³⁰

In an Order dated 16 September 2021, the CID ordered the DepEd to submit a certified true copy of the case file for the DepEd Complaint docketed as Admin Case No. 10-18-XXX.³¹

In a Compliance dated 22 September 2021, the DepEd submitted certified true copies of various documents constituting the case file of the DepEd Complaint.³²

On 04 January 2022, the CID acknowledged receipt of the case files.³³ In relation to the Marriage Contract of RV and ECV (herein Complainant), the CID asked for confirmation whether the said document was originally filed by CVF, or the circumstance of how the document formed part of the case file.³⁴

In a Certification dated 12 January 2022, the DepEd certified “that a photocopy of the Marriage Contract between RV and ECV dated July 10, 1987, was attached, and included by CF when she filed the complaint against ECV before the Department of Education, Regional Office 10.”³⁵

Issues

I. Whether the Complaint should be dismissed for being filed beyond the reglementary period.

II. Whether Respondent violated Section 25(b) of the DPA.

Discussion

²⁹ *Id.*, at pages 4-9.

³⁰ *Id.*, at page 10.

³¹ Order dated 16 September 2021, at page 1.

³² Compliance dated 22 September 2021 of the Department of Education- Region X, Northern Mindanao.

³³ Order dated 04 January 202[2], at page 1.

³⁴ *Id.*

³⁵ Certification dated 12 January 2022 of the Department of Education- Region X, Northern Mindanao.

The Commission dismisses the Complaint for lack of merit.

I. The Commission exercises its authority to resolve the case on the merits.

ECV filed her complaint against CVF on 23 July 2018.³⁶ The first event to have allegedly violated her privacy rights happened on 30 November 2017, when CVF stated that she obtained ECV's Marriage Contract from the NSO.³⁷ The second relevant event was narrated in her Supplemental Affidavit dated 07 November 2018, when she stated that CVF attached her Marriage Contract in the DepEd Complaint.³⁸

NPC Circular No. 16-04, or the 2016 NPC Rules of Procedure, was the applicable procedural rules at the time of the filing of the complaint. Section 12(c) of the NPC Circular No. 16-04 allows for the outright dismissal of a complaint when it "is filed beyond the period for filing."³⁹

Further, this Commission refers to the last paragraph of the aforementioned Circular, *viz*:

SECTION 4. Exhaustion of remedies. - No complaint shall be entertained unless:

- a. the complainant has informed, in writing, the personal information controller or concerned entity of the privacy violation or personal data breach to allow for appropriate action on the same;
- b. the personal information controller or concerned entity did not take timely or appropriate action on the claimed privacy violation or personal data breach, or there is no response from the personal information controller within fifteen (15) days from receipt of information from the complaint;

³⁶ Complaints-Assisted Form dated 23 July 2018 of ECV.

³⁷ *Id.*, at pages 2-3.

³⁸ Supplemental Complaint Affidavit dated 07 November 2018 of ECV, ¶11, at page 2.

³⁹ National Privacy Commission, Rules of Procedure, NPC Circular No. 16-04, §12(c) (15 December 2016) (NPC Circular 16-04).

c. and the complaint is filed within six (6) months from the occurrence of the claimed privacy violation or personal data breach, or thirty (30) days from the last communiqué with the personal information controller or concerned entity, whichever is earlier.

The failure to comply with the requirements of this Section shall cause the matter to be evaluated as a request to the National Privacy Commission for an advisory opinion, and for the National Privacy Commission to take such further action, as necessary. **The National Privacy Commission may waive any or all of the requirements of this Section, at its discretion, upon good cause shown, or if the complaint involves a serious violation or breach of the Data Privacy Act, taking into account the risk of harm to the affected data subject.**⁴⁰ (Emphasis supplied)

On its face, the complaint was filed beyond the six-month period, counted from November 2017. Nevertheless, the last paragraph of Section 4 of the 2016 Rules of Procedure allows the Commission to “waive any or all of the requirements of this Section, at its discretion, upon good cause shown, or if the complaint involves a serious violation or breach of the Data Privacy Act, taking into account the risk of harm to the affected data subject.”⁴¹

The Commission exercises its authority to waive the requirement under Section 4(c) of the 2016 Rules of Procedure. ECV’s allegations, if substantially proven, may lead the Commission to conclude that there was a serious violation of the DPA. ECV may also have been seriously harmed due to the processing of her Marriage Contract, which was exposed to her employer, the DepEd.

Thus, the Commission finds it appropriate to exercise its authority to resolve the case on the merits.

II. CVF cannot be held liable for the violation of Section 25(b) or Unauthorized Processing of Sensitive Personal Information.

⁴⁰ *Id.*, § 4.

⁴¹ *Id.*

The controversy essentially revolves around the processing of ECV's Marriage Contract.

The DPA defines processing as "any operation or any set of operations performed upon personal information including, but not limited to, the retrieval...storage, [and] use...of data."⁴²

ECV narrated that on 30 November 2017, CVF said that she was able to obtain ECV's Marriage Contract from the NSO.⁴³ The Marriage Contract was later attached by ECV to the DepEd Complaint.⁴⁴

CVF denies these allegations. She reasons that, as stated by ECV herself, she would have no authority to obtain the document from the PSA, and "[t]hus, without such authority, it is legally impossible for the PSA to release the Complainant's Marriage Certificate or any personal information to Respondent."⁴⁵

There are two instances of processing of personal data involved in this case: 1) the acquisition of ECV's Marriage Certificate; and 2) the submission of her Marriage Certificate as part of the DepEd Complaint.

a. There is no substantial evidence to show that the acquisition of ECV's Marriage Certificate was unauthorized.

In relation to the first processing, CVF "vehemently denies" that she obtained the Marriage Certificate of ECV and her husband.⁴⁶ However, it is not disputed that CVF, as the complainant in the DepEd Complaint, submitted ECV's Marriage Certificate to the government agency. This was affirmed by the DepEd itself when it certified that the Marriage Certificate "was attached, and included by CVF when she filed the complaint against ECV before the Department of Education, Regional Office 10."⁴⁷

⁴² Data Privacy Act of 2012, § 3(j).

⁴³ Supplemental Complaint Affidavit dated 07 November 2018 of ECV, ¶7, at page 1.

⁴⁴ *Id.*, ¶11, at page 2.

⁴⁵ Responsive Comment dated 07 June 2019 of CVF, ¶3, at pages 1-2.

⁴⁶ *Id.*, ¶ 1, at page 1.

⁴⁷ Certification dated 12 January 2022 of the Department of Education- Region X, Northern Mindanao.

Thus, it can be reasonably concluded that CVF was able to obtain ECV's Marriage Certificate from the fact that she submitted it to the DepEd.

Under PSA Memorandum Circular No. 2017-09, dated 19 June 2017 (PSA Circular), the PSA enumerated the parties who may request an original and certified true copy of a Certificate of Live Birth, Certificate of Marriage, and Certificate of Death.⁴⁸ Pursuant to the Circular, the PSA may only release the Certificates to the following persons or entities:

1. The owner himself or through a duly authorized representative;
2. His/her spouse, parent, direct descendants, guardian or institution legally in-charge of him/her, if minor;
3. The court or proper public official whenever absolutely necessary in administrative, judicial or other official proceedings to determine the identity of a person;
4. In case of the person's death, the nearest of kin.⁴⁹

The evidence on record does not contain adequate information on when CVF actually acquired the Marriage Certificate. ECV, in her sworn statements, merely recounts CVF's alleged utterances of securing ECV's Marriage Certificate.⁵⁰ ECV only provided her own narrations, without any sufficient corroborating or equivalent proof, that establishes the period of CVF's acquisition of the document. If CVF obtained the Marriage Certificate after the issuance of the PSA Circular, there would be reasonable grounds for unauthorized processing since she is not one of the entities authorized to receive the Marriage Certificate.

⁴⁸ Philippine Statistics Authority, Issuance of Original and Certified True Copy of Certificate of Live Birth, Certificate of Marriage and Certificate of Death, Memorandum Circular No. 2017-09, ¶ 2 (19 June 2017).

⁴⁹ *Id.*

⁵⁰ See Complaints-Assisted Form dated 23 July 2018 of ECV, at pages 2-3; Supplemental Complaint Affidavit dated 07 November 2018 of ECV, ¶¶ 5 & 8, at pages 1-2; PNP Incident Record Form Entry No. XXX-2 dated 04 December 2017, at page 2.

Since there is no substantial proof to show that CVF obtained the Marriage Certificate in violation of the PSA Circular, the Commission cannot conclude that CVF committed unauthorized processing in relation to the acquisition of the Marriage Certificate.

b. The use of ECV's Marriage Certificate falls within processing that is necessary for the establishment, exercise or defense of legal claims. There is no violation of Section 25(b) of the DPA.

The second processing relates to CVF's submission of ECV's Marriage Certificate to the DepEd as attachment to her complaint. To reiterate, DepEd certified that ECV's Marriage Contract "was attached, and included by CVF when she filed the complaint against ECV before the Department of Education, Regional Office 10."⁵¹

In ECV's Supplemental Affidavit, she prays that CVF be held liable for Section 25 of the DPA.⁵² This provision penalizes the unauthorized processing of personal information under Section 25(a), and sensitive personal information under Section 25(b).⁵³

The Commission finds it relevant to focus on Section 25(b) of the DPA. The unauthorized processing of sensitive personal information has three (3) elements, namely:

1. The accused processed information of the data subject;
2. The information processed is classified as sensitive personal information; and
3. The processing was done without the consent of the data subject or without authority under the DPA or any existing law.⁵⁴

The Commission finds the first element present. There is substantial evidence to show that CVF submitted ECV's Marriage Contract for the

⁵¹Certification dated 12 January 2022 of the Department of Education- Region X, Northern Mindanao.

⁵² Supplemental Complaint Affidavit dated 07 November 2018 of ECV, ¶ 22, at page 3.

⁵³ Data Privacy Act of 2012, § 25.

⁵⁴ NPC 18-077, Decision dated 15 April 2021, at page 6.

DepEd Complaint. As discussed, the DepEd issued a certification stating that CVF attached and included the Marriage Contract for her DepEd Complaint against ECV.⁵⁵ These actions squarely fall within the definition of processing, which includes the use of a data subject's personal information.⁵⁶

The second element of Section 25(b) of the DPA is also present. Under the DPA, sensitive personal information includes a person's marital race, status, and age.⁵⁷ ECV's Marriage Contract contains these pieces of information.

The last element of the crime requires that the processing be without the consent of the data subject or without authority under the DPA or any existing law.⁵⁸ This element, however, is absent. The Commission finds that the processing of ECV's sensitive personal information was anchored on Section 13(f) of the DPA, which provides:

SEC. 13. Sensitive Personal Information and Privileged Information. – The processing of sensitive personal information and privileged information shall be prohibited, except in the following cases:

xxx

(f) The processing concerns such personal information as is necessary for the protection of lawful rights and interests of natural or legal persons in court proceedings, or the establishment, exercise or defense of legal claims, or when provided to government or public authority.⁵⁹ (Emphasis supplied)

There are three (3) instances wherein Section 13(f) of the DPA is applicable: “(a) the proceeding is necessary for the protection of lawful rights and interests of natural persons in court proceedings; (b) the processing is necessary for the establishment, exercise or defense of

⁵⁵ Certification dated 12 January 2022 of the Department of Education- Region X, Northern Mindanao.

⁵⁶ See Data Privacy Act of 2012, § 3j.

⁵⁷ *Id.*, § 3(l).

⁵⁸ NPC 18-077, Decision dated 15 April 2021, at page 6.

⁵⁹ Data Privacy Act of 2012, § 13(f).

legal claims; or (c) the processing concerns personal information that is provided to government or public authority.”⁶⁰

CVF’s submission of ECV’s Marriage Contract to the DepEd falls within processing that is necessary for the “establishment, exercise or defense of legal claims.”⁶¹

As stated in *EA and TA vs. EJ, EE and HC*:

The DPA should not be seen as curtailing the practice of law in litigation. Considering that it is almost impossible for Congress to determine beforehand what specific data is “necessary” or may or may not be collected by lawyers for purposes of building a case, applying the qualifier “necessary” to the second instance in Section 13(f) therefore, serves to limit the potentially broad concept of “establishment of legal claims” consistent with the general principles of legitimate purpose and proportionality.⁶²

In her DepEd Complaint, CVF alleged that ECV made malicious utterances against her and her family.⁶³ CVF also asked the DepEd “to conduct an investigation and consequently penalize the respondent for such misconduct.”⁶⁴

CVF submitted various pieces of evidence to support her DepEd Complaint, namely: 1) affidavits from her witnesses;⁶⁵ 2) Tax Declarations of Real Property;⁶⁶ 3) Joint Special Power of Attorney;⁶⁷ 4) Marriage Certificate of RV and EI;⁶⁸ 5) Marriage Certificate of RV and ECV;⁶⁹ and 6) pictures of CVF’s window showing the alleged actions done by ECV.⁷⁰

⁶⁰ *EA and TA vs. EJ, EE and HC*, NPC 17-018, Decision dated 15 July 2019, at page 8.

⁶¹ Data Privacy Act of 2012, §13(f).

⁶² *EA and TA vs. EJ, EE and HC*, NPC 17-018, Decision dated 15 July 2019, at pages 8-9.

⁶³ Complaint dated 09 May 2018 of CVF, ¶¶ 5-9, at pages 2-3.

⁶⁴ *Id.*, ¶11, at page 3.

⁶⁵ *Id.*, Annex “A” – Affidavit of RBF, and unmarked Annexes- Affidavits of CF, Gilbert Sanchez Jr., and HOR, all dated 20 April 2018.

⁶⁶ *Id.*, unmarked Annexes – Tax Declaration of Property No. 14-XXX-XXXX, and Tax Declaration of Property No. 02-XXX-XXXX.

⁶⁷ *Id.*, unmarked Annex – Joint Special Power of Attorney.

⁶⁸ *Id.*, unmarked Annex – Marriage Certificate of RV and EI.

⁶⁹ *Id.*, unmarked Annex – Marriage Certificate of RV and ECV.

⁷⁰ *Id.*, unmarked Annex – various pictures.

To be clear, the Commission is not the proper body to determine the merits of the legal claims that are sought to be established, exercised, or defended by parties, pursuant to Section 13(f) of the DPA.⁷¹ It cannot rule on whether the Marriage Contract helps or detracts from CVF's complaint. Rather, the Commission's task is to determine whether the processing of personal information complies with the DPA, and other related issuances of the Commission.

Further, in relation to compliance with the DPA, the Commission emphasizes that though there may be lawful basis in processing personal or sensitive personal information, such as anchoring the processing in Section 13(f) of the DPA, the said processing must still adhere and be consistent with Section 11 of the DPA, which provides for the General Data Privacy Principles of transparency, legitimate purpose, and proportionality.⁷²

The DepEd Complaint relates to ECV's misconduct.⁷³ CVF contextualizes the "strained relationship" between the parties as a result of a boundary dispute,⁷⁴ and ECV's various gossips that tainted CVF and her family's reputation.⁷⁵ She argues that "[a] teacher's duty is not limited to being an agent of knowledge but, above all else, an agent of morals... A teacher, both in her official and personal conduct, must display exemplary behavior."⁷⁶

Given the context and allegations, the Commission finds that CVF's submission of ECV's Marriage Certificate was necessary for the establishment, exercise or defense of her legal claims against ECV.

It should be emphasized that the processing of ECV's Marriage Certificate was not done in a vacuum but was in relation to the DepEd Complaint in order for CVF to support her allegations and to provide better context. In its Decision dated 23 April 2021, the DepEd used the "facts established and the evidence presented [to] support the findings of ECV's guilt".⁷⁷ The processing, given the surrounding context,

⁷¹ See *EA and TA vs. EJ, EE and HC*, NPC 17-018, Resolution dated 05 November 2020, at page 3.

⁷² Data Privacy Act of 2012, § 11.

⁷³ Complaint dated 09 May 2018 of CVF.

⁷⁴ *Id.*, ¶ 1, at page 1.

⁷⁵ *Id.*, ¶¶ 7-9, at pages 2-3.

⁷⁶ *Id.*, ¶ 13, at page 3.

⁷⁷ Decision of the Department of Education- Region X, Northern Mindanao dated 23 April 2021, at page 3.

cannot be considered unlawful or illegal. It squarely falls within “the establishment, exercise or defense of legal claims” under Section 13(f) of the DPA.

Additionally, the processing is valid since the sensitive personal information was “provided to government or public authority.”⁷⁸ The nature of the information and the party’s purpose in providing it to the public authority should be connected to the latter’s mandate and in relation to the legal claims of the party.

As part of DepEd’s mandate, it is tasked to hear administrative charges against public school teachers, especially when they allegedly violate the Code of Professional Conduct for Teachers.⁷⁹

Here, the processing was in the context of ECV’s position as a public school teacher,⁸⁰ and her alleged violations of specific provisions of the “Philippine Code of Ethics for Professional Teachers”.⁸¹ The processing of sensitive personal information, which was provided to the DepEd for the necessary establishment of CVF’s legal claims, falls within Section 13(f) of the DPA.

Moreover, ECV failed to provide substantial evidence that CVF had no basis to process her Marriage Contract. The Commission emphasizes that the data subject’s consent is not the only basis for lawful processing of personal or sensitive personal information since Sections 12 and 13 of the DPA provide for other lawful bases for processing to be authorized.⁸² While ECV may not have consented to the processing of her Marriage Contract, such act may still be allowed if it is anchored on other bases provided in Section 13 of the DPA.

The Commission finds that there was a valid basis for processing ECV’s sensitive personal information through Section 13(f) of the DPA. Consequently, CVF has not violated Section 25(b) of the law since the

⁷⁸ Data Privacy Act of 2012, § 13(f).

⁷⁹ See The Magna Carta for Public School Teachers, Republic Act No. 4670, §§ 7-9 (1966); Department of Education, Revised Rules of Procedure of the Department of Education in Administrative Cases, DepEd Order No. 49, series of 2006, §§ 1, 8-10, 46 (12 December 2006).

⁸⁰ Complaint dated 09 May 2018 of CVF, ¶ 2, at page 1.

⁸¹ *Id.*, ¶¶ 14-15, at pages 3-4.

⁸² See Data Privacy Act of 2012, §§ 12 & 13.

processing was in relation to the establishment, exercise or defense of legal claims, and provided to a government body.

WHEREFORE, premises considered, the Complaint is hereby **DISMISSED** for lack of merit.

SO ORDERED.

City of Pasay, Philippines.
17 March 2022.

Sgd.
JOHN HENRY D. NAGA
Privacy Commissioner

WE CONCUR:

Sgd.
LEANDRO ANGELO Y. AGUIRRE
Deputy Privacy Commissioner

Sgd.
DUG CHRISTOPER B. MAH
Deputy Privacy Commissioner

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MB

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**COMPLAINTS AND INVESTIGATION DIVISION
ENFORCEMENT DIVISION
GENERAL RECORDS UNIT
National Privacy Commission**