




*Funding the Republic*

09-19-006

REPUBLIKA NG PILIPINAS  
KAGAWARAN NG PANANALAPI  
**KAWANIHAN NG INGATANG-YAMAN**  
(BUREAU OF THE TREASURY)  
Intramuros, Manila

**MEMORANDUM**

**TO** : Government Securities Eligible Dealers (GSEDs), Government Securities Brokers (GSBs), Custodians and Others Concerned

**FROM** :   
ROSALIA V. DE LEON  
Treasurer of the Philippines 014304

**SUBJECT** : nRoSS Documentary Requirements

**DATE** : 18 September 2017

In line with the forthcoming launch of the new Registry of Scripless Securities (nRoSS), we would like to provide your institutions for your review/comments with the following documents which are a pre-requisite to become a Participant of the nRoSS system namely: 1) Participation Agreement 2) User Enrollment Form; 3) nRoSS Participant Access Rights Policy; 4) Change Request Form; 5) VPN Form.

A Participant of nRoSS shall refer to the Registry Accountholders or entities qualified by BTr to access the front-end system of nRoSS which is capable of performing account creation, trade and non-trade transfers, tax tracking and primary auction of government securities and its derivatives (e.g. bond exchange, strips etc.) Attached as Annex 1 are the qualifications of a participant of nRoSS.

The aforementioned documents are described as follows:

1. The *Participation Agreement* is an agreement between the Bureau of Treasury, as system operator and the Participants as Users of the nRoSS front-end which defines their respective responsibilities, warranties, representations and limitations of liability.
2. The *Enrollment Form* is the document that enables the registration of the Participant and its Users to the nRoSS system. It contains the information on the Participant and its Users and defines the Individual User Profile or functionalities in nRoSS that the Participant wants to assign to its respective Users.
3. The *nRoSS Participant Access Rights Policy* establishes the rules and regulations of nRoSS to identify or authenticate a User to the system and the assignment /creation and revocation of the User Profile of a Participant.

4. The *Change Request Form* is the document to be used if there are changes to be made in the User Profile or in the identification and authentication of the Users of the nRoSS System.
5. The *VPN Form* is the document that will enable the Participant to have a VPN access to the nRoSS testing and production environment. This will create a secure connection between the BTr network and that of the Participant over the internet.

Directions in the execution of the aforementioned documents is provided per document and we therefore encourage you to read it first before proceeding to fill up or sign the documents to avoid errors or failure to submit required documents.

We will appreciate obtaining your response no later than October 03, 2017.

Thank you for your support to this milestone project of BTr.

## ANNEX 1

### Qualifications of nRoSS Participants

Pursuant to the Registry Rules, the Registry may allow Participants performing the following functions to directly access the front-end system of nRoSS:

1. Non-RoSS Sponsored Accountholder engaged in the sale and purchase of government securities for its own account or account of its clients or safekeeping of government securities such as but not limited to the following entities:
  - 1.1. Government Securities Eligible Dealers (GSEDs)
  - 1.2. Government Securities Brokers (GSBs)
  - 1.3. Other SEC- licensed dealers and Brokers
  - 1.4. Custodians
  - 1.5. Depository
  - 1.6. Trustee
  - 1.7. Fund Managers
  - 1.8. Qualified Institutional Buyers (QIBs)
  - 1.9. Sponsors
  - 1.10. Other Non-RoSS Sponsored Accountholders approved by BTr
2. Regulators such as but not limited to Bangko Sentral ng Pilipinas (BSP), Securities and Exchange Commission (SEC) and Insurance Commission (IC) to enable it to properly monitor the security deposit of their members for regulatory compliance.
3. The entities allowed access to the front-end system of nRoSS as defined above must also be able to comply with the following requirements of BTr:
  - 3.1.1. Has the technological capability to connect to nRoSS
  - 3.1.2. Comply with RoSS Participants Access Rights Policy
  - 3.1.3. Submit all the documentary requirements of BTr such as but not limited to the user registration form and participation agreement
  - 3.1.4. Has the financial capacity to pay the attendant fees of BTr
  - 3.1.5. Users have undergone and passed the Users Training Program.

## **PARTICIPATION AGREEMENT**

### **KNOW ALL MEN BY THERE PRESENTS:**

This Participation Agreement (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

**BUREAU OF THE TREASURY**, a government line bureau under the Department of Finance, Republic of the Philippines, with principal address at Ayuntamiento Building, Cabildo Street corner A. Soriano Avenue, Intramuros, Manila, represented herein by **ROSALIA V. DE LEON** in her capacity as Treasurer of the Philippines, and herein after referred to as "BTr";

-and-

(**PARTICIPANT**), with principal address at (PARTICIPANT'S OFFICE ADDRESS), \_\_\_\_\_ represented \_\_\_\_\_ herein by \_\_\_\_\_ in her/his capacity as \_\_\_\_\_, and hereinafter referred to as the "Participant".

Each of the BTr and the Participant is referred to herein as a "Party", and collectively referred to herein as the "Parties".

### **WITNESSETH THAT:**

**WHEREAS**, the Registry of Scripless Securities ("RoSS") is the official registry of government securities ("GS") issued by the National Government through the Bureau of the Treasury ("BTr") and contains the official record of ownership or interest in said securities;

**WHEREAS**, the BTr, as the operator of the RoSS system and Automated Debt Auction Processing System (ADAPS), embarked into a system modernization project for a new RoSS system (the "nRoSS system") to address operational risk, cater to current and future business requirements of the BTr in support of capital market development, conform to financial market infrastructure standards and provide the investing public better access to an integrated electronic platform of originating, servicing the settlement and recording of government securities and derivatives .

**WHEREAS**, the nRoSS system has a front-end system capable of performing account creation, trade and non-trade transfers, tax tracking and primary auction of government securities;

**WHEREAS**, as the nRoSS system will provide efficiency and tighter monitoring and control of all transactions performed by Participants, it is necessary to enroll all Participants to the nRoSS system to provide them a suite of direct electronic interface such as, but not limited to, securities account management, securities transfers, tax tracking for trades across different tax categories, and interface to the primary auction of government securities;

**WHEREAS**, the Participant has signified its intent to be enrolled as a User of the nRoSS system in accordance with the terms and conditions of this Agreement, the nRoSS User Authentication and Access Rights, and applicable Treasury Circulars;

**WHEREAS**, the Parties agree to define their roles and responsibilities relative to the operation of nRoSS system;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the above Parties hereby mutually agree as follows:

## **ARTICLE I DEFINITION AND INTERPRETATION**

- A. This Agreement shall be read in conjunction with the BTr Registry Rules and Operating Guidelines and Procedures and nRoSS Related Documents.
- B. Capitalized terms used but not otherwise defined herein shall have the respective meaning/s ascribed to them under the BTr Registry Rules and nRoSS Related Documents and pertinent Treasury Circulars.
- C. For purposes of this Agreement, the following terms shall mean:
  - 1. **"BTr"** means the Bureau of the Treasury.
  - 2. **"BTr Registry Rules"** is a set of rules and operating guidelines defining the roles and responsibilities of the Registry Operator and the registry participants.
  - 3. **"nRoSS"** or **"nRoSS system"** shall refer to an integrated web-based information system owned, operated and maintained by the BTr. It shall function as the main platform to manage, implement, and execute the primary origination, servicing, settlement, exchange and registry operations for government securities. The functions, mandate, data, and record of the existing Registry of Scripless Securities (RoSS) and the Automated Debt Auction Processing System (ADAPS) of the BTr shall be integrated and form part of the nRoSS system.

4. **"nRoSS Related Documents"** shall refer to a set of documentation concerning the use of the nRoSS system, the roles and responsibilities of users and/or Participants, and communication and information technology infrastructure requirements. These include the nRoSS System Rules, nRoSS System User Guide, nRoSS Registration/Enrolment Forms, and other documents as may be subsequently defined by the BTr with respect to the management, operation and maintenance of the nRoSS system.
5. **"Participant"** shall refer to any person allowed by the BTr to have a direct front-end access to the web-based interface of the nRoSS system.
6. **"Primary auction"** shall refer to a method of originating government securities in the primary market as participated by accredited government securities eligible dealers.
7. **"System Operator"** shall refer to the BTr as owner and operator of the nRoSS system.

## ARTICLE II RESPONSIBILITIES OF THE PARTICIPANT

### A. Access Rights

1. **Registration and Management of Participant's User Profile.** The Participant shall:
  - a. Submit to BTr (Attention: Director, Liability Management Service) a duly accomplished **User Enrollment Form (Annex A)** of its authorized users, which shall constitute its Participant User Profile.
  - b. Apply appropriate measures and sufficient internal controls to ensure that only authorized and duly trained Participant personnel/officer (the "Authorized Persons") shall be allowed user access to the nRoSS system Participant interface.
  - c. Apply appropriate measures and internal controls to ensure that its Authorized Persons comply with the **nRoSS Participant Access Rights and Authentication Policy. (Annex D)**
  - d. Immediately report to the BTr (Attention: Director, Liability Management Service) any technical issues/problem with the Participant's access to or the operation of nRoSS system upon becoming aware of such issues/problem.

Submit an accomplished **Change Request in Access and Authentication Rights of User Form (Annex B)** for any changes in access rights and authentication of the

Authorized Person/s of the Participant arising from grounds stipulated in the nRoSS Participant Access Rights and Authentication Policy such as but not limited to transfer and resignation of the User and suspension or termination of the Participant.

**2. Technical Requirement to access nRoSS.** The Participant shall:

- a. Apply and submit a duly accomplished **VPN Connectivity Registration Form (Annex C)** for a VPN (Virtual Private Network) access to **BTr facility** to allow access to the nRoSS testing and production environment and comply with the VPN configuration and terms and conditions. The Participant shall be responsible to provide its own computing hardware and software, and their upgrades, to support the VPN access.
- b. Ensure that the VPN access shall be for the exclusive use of the Authorized Person/s of the Participant. Any changes in the configuration of the VPN shall be advised in writing to BTr within the prescribed period set by BTr prior to effecting such changes to avoid disruption of nRoSS service.
- c. Ensure that the computing hardware and software to support the Participant's VPN access are in good order, properly maintained and running or operating suitably on a daily basis.
- d. Ensure that all information regarding the VPN access are kept confidential at all times ("Confidential Information"). The Participant or any of its Authorized Person/s shall not copy or propagate the VPN settings or configurations in any media, storage, computers, and the like. The commission of any act equivalent to copying or propagating the VPN settings or configurations shall be deemed as unlawful ("Unlawful Actions"). Unlawful Actions shall be considered a security breach of the nRoSS system and is ground for the immediate termination of the VPN access, Participant interface, and securities account in the nRoSS system.
- e. Apply appropriate measures and internal controls to ensure that only authorized Participant IT (Information Technology) personnel manages the VPN access.
- e. Immediately report to the BTr (Attention: Director, Liability Management Service) any technical issues/problem with the Participant's VPN access to the nRoSS system upon becoming aware of such issues/problem.

**3. Authentication Process of nRoSS.** The Participant shall:

- a. Procure from BTr duly authorized nRoSS e-token for each of its Authorized Person/s. The Participant and its Authorized Person/s shall be responsible to protect the integrity and security of the e-token including its password by

applying appropriate measures and internal controls to prevent unauthorized usage, loss and damage to the e-token. .

- b. Ensure that the Participant and its Authorized Person/s comply with the **nRoSS Participant Access Rights and Authentication Policy (Annex D)** and its amendments or supplements and all other pertinent rules as stipulated in section C of this Agreement. Any violation of the **nRoSS Participant Access Rights and Authentication Policy** shall be reported immediately to BTr (Attention: Director, Liability Management Service). When such violation shall have been determined by BTr as have compromised the integrity and security of the nRoSS system, the Participant and/or its Authorized Person/s' access to the nRoSS system may be suspended or terminated.

**B. Fees.** The Participant shall:

1. Abide with the fee schedule as prescribed by BTr in relation to its use, access, securities account maintenance, and related services rendered or provided by the nRoSS system.
2. Pay promptly the fees referred in Article II (B) (1) within the prescribed period set by BTr . .
3. Issue an auto debit instruction authorizing the BTr to deduct from the proceeds of the nearest coupon payment or proceeds of maturing or sold government securities held by the Participant concerning any unpaid fees referred in Article II (B)(1).

**C. Compliance to Rules and Regulations.** The Participant shall:

1. Comply with the provisions of this Agreement, the **BTr Registry Rules and its Operating Guidelines and Procedures, nRoSS Related Documents**, and applicable Treasury Circulars and instructions.
2. Comply with the procedures detailed in the **nRoSS User and Systems Manual** as may be amended or supplemented from time to time.
3. Comply with requirements and instructions of BTr, Securities and Exchange Commission, Bangko Sentral ng Pilipinas, Insurance Commission, and other oversight or regulatory entities relating to the professional conduct and behavior of market participants, risk management, internal control, and licenses and permits for the Participant and/or its Authorized Person/s concerning the government securities market.



**D. Use of nRoSS System for Legitimate and Valid Transactions.** The Participant shall:

1. Ensure that all transactions using or transmitted to the nRoSS system are legitimate, valid and duly authorized. For this purpose, the Participant shall provide the BTr evidence of such consents, instructions and authorizations to Participant's Authorized Persons upon request of BTr.
2. Immediately notify the BTr if the Participant or Participant's Authorized Persons suspects or knows of any circumstance that could or would cause a breach of any of its representations or warranties under this Agreement.
3. Immediately report to the BTr any technical issues/problem with the nRoSS system or with the Participant's access to or the operation of nRoSS system within 24 hours upon becoming aware of such issues/problem.
4. Develop and test its own Business Continuity Plan aimed at providing continuous operation of Participant's hardware and software supporting or connected to the nRoSS system. The Business Continuity Plan shall incorporate various contingency scenarios that may occur such as but not limited to hardware failure; fire; power outage; telecommunications outage; earthquake, flood, civil disturbances and other events at the participant's site.
5. Comply with other duties and responsibilities as may be agreed upon by and between the BTr and the Participant or imposed by applicable law, rules and regulations.

**ARTICLE III  
RESPONSIBILITIES OF THE BTR**

**A. The BTr shall exercise and perform the following:**

1. It shall have the right to rely on the correctness, finality and irrevocability of all instructions electronically transmitted to the nRoSS system by the Participants and/or its Authorized Person/s;
2. It shall maintain the nRoSS system in good working condition and undertake all the necessary steps for its efficient operation and uninterrupted connection to the Participant.
3. It shall develop, test and communicate to all Participants a Business Continuity Plan aimed at providing continuous operation of the nRoSS system. The Business Continuity Plan shall incorporate various contingency scenarios that may occur such as but not limited to hardware failure; fire; power outage;

telecommunications outage; earthquake, flood, civil disturbances and other events at the BTr site.

4. It shall respond, as soon as practicable, to reports of any technical issues/problem in the operation of nRoSS.
5. It shall immediately inform the Participant of any changes in nRoSS system that will affect the VPN access or configuration.
6. It shall ensure that only authorized BTr personnel and agents are allowed access to the nRoSS system, hardware and peripheral devices.
7. It shall provide appropriate security devices to secure the nRoSS system, hardware and peripheral devices; and
8. It shall revoke, block or permanently disallow the use of or access to the nRoSS system without prior notice due to reasons or actions by any person that may compromise the integrity and security of the nRoSS system.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PARTICIPANT**

A. The Participant hereby represent and warrant as of the date of this Agreement that:

1. It is duly organized and validly existing under Philippine law.
2. It has the power and authority to execute and deliver, and to perform its obligations under the Agreement.
3. The Agreement is duly authorized, executed and delivered and is enforceable, legal, valid and binding obligation of the Participant.
4. All necessary consents, authorizations in all transactions /instructions or data transmitted to the nRoSS system has been obtained and are final and irrevocable.
5. All necessary approvals, authorizations and consents, if any, have been obtained and all necessary filings or registrations have been made (and the same will be renewed if necessary) as are required by any governmental or other authority in connection with the execution and performance of the Agreement.
6. The performance of the Agreement and delivery and use of the nRoSS system will not violate or offend any applicable law, rules and regulations.

7. It acknowledges that the designated Authorized Person/s or user/s is/are an employee/s of the Participant.
8. It commits to update its User Profile or that of its Authorized Person/s when needed.

## **ARTICLE V FINALITY OF TRANSACTIONS**

All transactions entered and approved by the Participant in the nRoSS system are deemed final and irrevocable.

## **ARTICLE VI LIMITATION OF LIABILITY**

### **A. For the BTr:**

1. The BTr shall exercise such judgment and care in the performance of its obligations herein, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence and who are familiar with such matters exercise in the management of its own affairs.
2. The BTr shall not be held liable for any of its act or omission unless the same is committed with fraud, evident bad faith, or gross negligence.
3. The Participant shall indemnify and hold the BTr and its officers and employees, free and harmless from any and all direct losses, expenses or liabilities sustained or incurred by or asserted against the BTr by reason of or as a result of inaction, or arising out of the negligence, fraudulent act or omission of any of the Participant's directors, officers, employees and agents, and for receipt by the BTr of instructions which it believes in good faith to have been issued by and/or emanated from the Participant or its Authorized Persons resulting in the undue movement of securities.
4. The BTr shall not be responsible or liable for any failure or delay in the performance of its obligations arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation to, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware and software) owned by the Participant and BTr or communications service, accidents, labor dispute, acts of civil or military authority, governmental actions, inability to obtain labor, material, equipment, or transportation. In no event shall the BTr be liable for special, indirect or consequential damages, arising in connection with this Agreement.

5. The BTr, without responsibility for determining the authenticity or accuracy, is entitled to rely on the instructions of the Participant and/or its Authorized Persons on the use of the nRoSS system: provided, such instructions are implemented by BTr in accordance with applicable rules and conventions for government securities, the BTr Registry Rules and its Operating Guidelines, applicable Treasury Circulars and any other rules and procedures that maybe agreed upon by the BTr and the Participants.
6. The BTr shall have no obligation towards or relationship of agency or trust with the Participant and shall be responsible only for the performance of its duties and obligations expressly imposed in this Agreement.
7. In the event of any dispute or question as to the scope of the BTr functions and authority as specified in this Agreement, no liability shall be incurred by the BTr or any of its officers and employees if it/they act in accordance with the terms and conditions of this Agreement.

**B. For the Participant:**

1. The Participant shall exercise such judgment and care in the performance of its obligations herein, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence and who are familiar with such matters exercise in the management of its own affairs; and
2. The Participant does not have any responsibility for any loss/liability owing to any reason or cause beyond its reasonable control, including nationalization, currency turmoil or restriction, fire, acts of war, acts of God, acts of any authority whether de jure or de facto, requirements of/change in any laws or regulations applicable to the Participant, strikes or industrial action, acts of terrorism, failure of courier/delivery service or acts of disruptions of any relevant exchange, depository, clearinghouse and industry settlement system.

**ARTICLE VII  
SANCTIONS FOR FRAUDULENT TRANSACTIONS**

In case the BTr determines that a Participant commits any fraudulent act or transaction or an Unlawful Action in connection with its operation and access of the nRoSS system, the BTr shall, in addition to Article II (A) (2) (d) and (3) (c) and Article III (A) (9), have the right to impose administrative sanctions against the erring Participant such as but not limited to dis-accreditation or suspension of accreditation to access the nRoSS system, and blacklisting in BTr-related programs and activities without

prejudice to other administrative sanctions as may be prescribed by competent authorities and to the civil or criminal prosecution thereof.

## **ARTICLE VIII AMENDMENTS**

- A. Any amendments to this Agreement will be made only with the prior written consent of each party to this Agreement. No waiver of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorized by) each of the Parties.
- B. The Parties may modify, amend, or revise any provisions of this Agreement: provided, that the requesting party tenders at least thirty (30) days prior written notice of the proposed modification/amendment/revision. The other Party may agree to the proposal or provide its own modification/amendment/revision to the proposal. The recommendations shall be deemed approved and effective once a written agreement is signed by both Parties, through their authorized representatives.
- C. Amendments and/or revisions shall have the same effect as the original agreement and shall be considered as an integral part thereof.

## **ARTICLE IX TERMINATION**

- A. The Agreement shall be deemed terminated either through mutual agreement or just cause under the following:
  - 1. Material failure of any of the Parties to perform any of its obligations pursuant to the terms of this Agreement due to no fault of the other.
  - 2. Any material misrepresentation committed by any of the Parties.
  - 3. Continuing or repeated non-compliance, willful violation, or non-performance of other terms and conditions hereof which is hereby deemed a material breach of this Agreement.

Any of the Parties who wish to terminate this Agreement must serve the other Party with a written notice thirty (30) days before the effective date of termination. If the reason for the termination are those stated in Article IX-A nos. 1-3 of this Agreement aside from such notice, a consultation must be made with the other Party. After the consultation, the Parties shall decide whether to terminate this Agreement, or to exempt, defer or suspend the performance of part of obligations of either Party. Such decision shall be in writing and signed by the Parties' respective representatives: Provided, that where the decision of the Parties is to defer or suspend the performance of part of the obligations of either Party, the

erring Party shall promptly comply with its obligations and responsibilities under this Agreement after the lapse of the agreed period of deferment or suspension.

- B. Termination of this Agreement shall be without prejudice to the liabilities incurred of each contracting Party before the date of such termination.
- C. Anything in this Agreement to the contrary notwithstanding, any delay in or failure of performance by any of the Parties of its obligation under this Agreement shall not constitute default or give rise to terminate this Agreement if, and to the extent that, such delay or failure is caused by an occurrence beyond the reasonable control of such Party, including, but not limited to the following: acts of God, compliance with any lawful order of any governmental authority, acts of war, rebellion, insurrection, riots or sabotage, information system breakdowns, epidemics, or any other case, whether or not of the same class or kind as those specifically described above. Provided, that such causes or occurrences shall not relieve such guilty Party of liability in the event of its concurring negligence, or in the event of its failure to use due diligence to avoid or remedy the situation.

#### **ARTICLE X LIMITATION ON LIABILITY**

A Party or any of its officers and employees shall not be liable for any act or omission in the implementation of any provision of this Agreement unless such act or failure to act amounts to fraud, gross negligence or willful malfeasance by a Party or any of its officers and employees.

#### **ARTICLE XI NON-GRAFT CLAUSE**

Each of the agreeing/signing Parties warrant that none of them has given nor promised to give money or any consideration to any officer or employee of the other Party to obtain this Agreement. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of the Agreement without need of judicial action upon a fifteen (15) days prior written notice to the offending Party.

#### **ARTICLE XII DISPUTE RESOLUTION MECHANISM**

The parties shall exert their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or in the interpretations thereof. Any unresolved dispute between the Parties as to matters arising pursuant to this Agreement which cannot be settled amicably within thirty (30) days after receipt by a Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with Republic Act No. 876 (The Arbitration Law) and its implementation Rules and Regulations.

### **ARTICLE XIII GOVERNING LAW AND JURISDICTION**

1. This Agreement, and all negotiations and any legal agreements prepared in connection herewith, and any dispute or claim arising out of or in connection with their subject matter or information, shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.
2. The Parties consent to the jurisdiction of the arbitral panel/tribunal as may be constituted by the Parties in accordance with this Agreement.

### **ARTICLE XIV CONFIDENTIALITY**

- A. Each of the Parties mutually agree that they will hold and secure any confidential information defined by each of the Parties in strict confidence ("Confidential Information"). Under the terms of confidentiality, the Parties agree that any such Confidential Information will be treated with utmost confidentiality, and that the Parties, their officers, employees/representatives and agents will use reasonable efforts to protect such information and shall not be disclosed without the written consent of the other Party; that each Party will exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation shall continue in full force and effect subsequent to and notwithstanding the expiration of this Agreement.
- B. At any time that the security and confidentiality of Confidential Information is threatened or compromised, the Parties, upon notice by the Party that determined the threat or breach, shall immediately suspend any access to the nRoSS system until such time that the threat or breach is corrected to the satisfaction of all Parties.
- C. The Parties hereby agree to keep and maintain custody of all records of all transactions using the nRoSS system during the effectivity of this Agreement and until ten (10) years after termination thereof. Such records shall include all copies of all transaction forms, receipts, tickets, email communication, and other related documents. Each Party agrees to provide copies of any such records upon written request of the other Party.

### **ARTICLE XV EFFECTIVITY**

This Agreement shall become effective on the date of the signing hereof by the Parties and shall remain valid and enforceable unless earlier terminated, revised or revoked upon mutual agreement of Parties in accordance with the terms and conditions of this Agreement. This Agreement may be executed by the Parties in counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have here unto set their hands this \_\_\_\_ day of \_\_\_\_\_, at Manila, Philippines.

**BUREAU OF THE TREASURY**

**(PARTICIPANT)**

By:

By:

**ROSALIA V. DE LEON**  
*Treasurer of the Philippines*

\_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Bureau of the Treasury

\_\_\_\_\_  
Participant



Republic of the Philippines )  
\_\_\_\_\_ ) s.s.

### ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_ personally appeared:

Name	Competent Proof of Identification	Issued on/Valid until
BUREAU OF THE TREASURY Represented by: ROSALIA V. DE LEON Treasurer of the Philippines	_____	_____
[PARTICIPANT] Represented by:	_____	_____

known to me to be the same persons who executed the foregoing instrument,  
consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) pages, including this page, and  
acknowledged to me that the same is their free and voluntary act and deed and of the  
institutions they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the place and date first above-  
written.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2017.



*Funding the Republic*

REPUBLIKA NG PILIPINAS  
KAGAWARAN NG PANANALAPI  
**KAWANIHAN NG INGATANG-YAMAN**  
(BUREAU OF THE TREASURY)  
Intramuros, Manila 1002

**ANNEX A – USER ENROLLMENT FORM**

*Directions: Please accomplish all the information required from numbers 1.1.to 2.7.and Annex A.1. The Enrollment Form must be signed in all pages where information has been supplied by the Participant.*

<b>1.Name of Participant</b>			
1.1 Registered Office Address			
1.2 Telephone Number			
1.3.Approving Officer			
1.4.Designation			
1.5.Name of Contact Person/Designation			
<b>2. User Profile</b>			
2.1. Full Name			
2.2. Initial ( limited to 3 characters) :			
2.3. ID Type and Number			
2.4. Email Address			
2.5.Department			
2.6. Business Address			
2.7 Telephone Number			
2.8. USERNAME ( to be provided by BTr-SSRD)			
3. Information Technology Contact Person/Designation or User Administrator Contact Person /Designation			
3.1 Contact Number			
3.2 E-mail Address			
<b>3. Documents Submitted</b>	<input type="checkbox"/> Board Resolution or Corporate Secretary Certificate ( new for enrollment to nRoSS)	<input type="checkbox"/> ID of User with specimen signature	<input type="checkbox"/> Specimen Signature of Authorized Signatories authenticated by Corporate Secretary
<b>4. Investor Type</b>	<input type="checkbox"/> GSED <input type="checkbox"/> GSB <input type="checkbox"/> Custodian <input type="checkbox"/> Trust <input type="checkbox"/> Depository <input type="checkbox"/> Regulator <input type="checkbox"/> Special Government Account		
<b>5. Access Rights</b>	Annex A.1		

*Subject to the terms and conditions of the Participation Agreement, I (Name of Participant) is enrolling the User of the nRoSS system and I certify that the aforementioned User is an employee of the Participant named above,*

*WE will observe and comply with all the provisions of the Participation Agreement including but not limited to the nRoSS Participant Access Rights and Authentication Policy ; Registry Rules and its RoSS Operating Guidelines and Procedures and the procedures detailed in the User and Systems Manual and other pertinent rules presently in force and that maybe released in the future regarding the nRoSS System. WE will observe and comply with the requirements and directions of BTr and any relevant statutory authority in force from time to time relating to nROSS..WE undertake not to impair the overall efficiency of nRoSS after becoming a User.*



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REPUBLIKA NG PILIPINAS  
KAGAWARAN NG PANANALAPI  
**KAWANIHAN NG INGATANG-YAMAN**  
(BUREAU OF THE TREASURY)  
Intramuros, Manila 1002

**REQUESTED AND APPROVED BY : ( Name of Participant )**

Name of Officer	Position/Rank	Signature

**To Be filled up by BTr.**

Name of Employee/Officer	Department /Section	Action Taken	Signature



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Intramuros, Manila 1002

**Annex A.1 –Enrollment Form**

<b>PARTICIPANT:</b>	
<b>USER FULL NAME:</b>	
<b>ACCESS RIGHTS</b>	
<input type="checkbox"/> <b>ACCOUNT CREATION</b> – involves creating the client account details under Maintenance>Client Registration and if client registered is to be a sponsored account then tick the necessary operations to be performed by the User to create a Sponsored Account.  <p style="margin-left: 20px;"><i>Client Registration can be done individually using “create” or via “bulk upload”.</i></p>	<input type="checkbox"/> Client Registration <ul style="list-style-type: none"> <li><input type="checkbox"/> List ( e.g. list /view the accounts created)</li> <li><input type="checkbox"/> Create</li> <li><input type="checkbox"/> Bulk Upload</li> <li><input type="checkbox"/> Bulk Approve</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Sponsored Account <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Create</li> <li><input type="checkbox"/> Approve</li> </ul>
<input type="checkbox"/> <b>SECURITIES OPERATIONS</b> – involves the settlement/transfer of securities of Participants and sponsored accounts. The transfer can be in bulk basis or individual basis using the Workstation Module of nRoSS that uses its messaging functionality to effect the transfer.  <p style="margin-left: 20px;"><b>The meaning of various operational actions are as follows:</b></p> <p style="margin-left: 20px;"><b>List-</b> The participant’s user can list the incoming and outgoing messages.</p> <p style="margin-left: 20px;"><b>Enter-</b> The user can create the applicable SWIFT message format for their secondary market transactions and for funds confirmation.</p> <p style="margin-left: 20px;"><b>Repair-</b> The user can repair a message rejected by the approver.</p> <p style="margin-left: 20px;"><b>Cancel-</b> The user can cancel an approved message while waiting for the matching message.</p> <p style="margin-left: 20px;"><b>Approve -</b> Approves a message.</p>	<input type="checkbox"/> Transfer of Portfolio ( between 2 participants) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Transfer of Portfolio ( single) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Bulk Upload</li> <li><input type="checkbox"/> Bulk Authorize</li> <li><input type="checkbox"/> Bulk Approve</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Free of Payment ( earmark/un-earmark/regulatory compliance) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Registration/substitution <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Release <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Execution through Appropriation <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul>



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<input type="checkbox"/> <b>Reports Generation</b> involves all the activities or transactions of a RoSS Account Holder and a Participant for its own account or for account of its client. It is also capable of generating/printing portfolio holdings of client in batch under Reports>Intraday>Accounting.	<input type="checkbox"/> Account Activity <input type="checkbox"/> View <input type="checkbox"/> Intraday Accounting <input type="checkbox"/> Summary of Transactions <input type="checkbox"/> Summary of Pledges <input type="checkbox"/> Holders Statement ( e.g. holders per ISIN) <input type="checkbox"/> Portfolio Statement (e.g. ISIN and amount of holdings per holder) <input type="checkbox"/> Client Batch Printing ( print in bulk holders statement <input type="checkbox"/> Portfolio Batch Printing( print in bulk portfolio holdings)
<input type="checkbox"/> <b>Reports</b> - contains a report on interest payment of the security by ISIN and Participant under Reports>Intraday>Interest	<input type="checkbox"/> Intraday Interest <input type="checkbox"/> Statement of Payments – completed payments grouped by ISIN and participants <input type="checkbox"/> Payment Information- payment event estimate grouped by ISIN and Participants
<input type="checkbox"/> <b>Auction Operations</b> – enables Participants to view the auction master data; and to enter the bids under Auction Module	<input type="checkbox"/> List- Prospectus <input type="checkbox"/> Download <input type="checkbox"/> Non Competitive Bid <input type="checkbox"/> List <input type="checkbox"/> Create <input type="checkbox"/> Modify <input type="checkbox"/> Approve <input type="checkbox"/> Remove <input type="checkbox"/> Competitive Bid <input type="checkbox"/> List <input type="checkbox"/> Create <input type="checkbox"/> Modify <input type="checkbox"/> Approve <input type="checkbox"/> Remove <input type="checkbox"/> Operations <input type="checkbox"/> Estimate ( e.g. settlement amount of award) <input type="checkbox"/> Reports <input type="checkbox"/> Results- view auction results <input type="checkbox"/> Information-view/print auction info <input type="checkbox"/> Settlement <input type="checkbox"/> Awarded- view/print award advice <input type="checkbox"/> Awarded Bids Notice- view .print
<input type="checkbox"/> <b>Billing</b> – pertains to charges of nRoSS to participants and registry accountholders under Billing Module.	<input type="checkbox"/> Configure <input type="checkbox"/> List <input type="checkbox"/> Rate <input type="checkbox"/> List <input type="checkbox"/> Reports <input type="checkbox"/> Billing Invoice <input type="checkbox"/> Bill Statement <input type="checkbox"/> Bill Payment Summary



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**ANNEX B- CHANGE REQUEST IN ACCESS AND AUTHENTICATION RIGHTS OF USER**

**Directions:** This form will only be accomplished when there is a revision to be made on the access and authentication rights of the User. This shall be submitted to BTr-SSRD.

<b>Requesting Participant</b>	
<b>Business Address</b>	
<b>Telephone Number</b>	<b>Contact Person</b>
<b>Investor Type:</b>	

**We would like to request changes in existing access and authentication rights:**

<b>Name of User:</b>
<b>USERNAME :</b>
<b>User ID</b>
<b>Email Address:</b>

<b>TYPE OF REQUEST</b>		
<b>A. AUTHENTICATION</b>		
<b>1. Password</b>	<input type="checkbox"/> <b>Reset</b>	<input type="checkbox"/> <b>Lock-out</b>
<b>2. Digital Certificate</b>	<input type="checkbox"/> <b>Issue</b>	<input type="checkbox"/> <b>Revoke</b>
<b>3. Token</b>	<input type="checkbox"/> <b>Replace</b>	

<b>B. Access Rights/User Profile</b>	<input type="checkbox"/> <b>Suspend</b>	<input type="checkbox"/> <b>Terminate</b>
<b>C. Amend Individual User Profile-Annex B.1.</b>	<input type="checkbox"/> <b>Addition</b>	<input type="checkbox"/> <b>Deletion</b>
<b>Account Creation</b>		
<b>Securities Operation</b>		
<b>Auction</b>		
<b>Reports ( Operation)</b>		
<b>Reports( Payments)</b>		
<b>Billing</b>		

**This is to certify that the Participant authorizes BTr to execute the aforementioned request and shall be bound by the terms and conditions of the Participation Agreement and the Access and Authentication Rights Policy of BTr; Registry Rules and its Operating Guidelines and Procedures and the procedures detailed in the User and Systems Manual and other pertinent rules presently in force and that maybe released in the future regarding the nRoSS System.**

**Requested and Approved By: - Participant**

<b>Name of Officer</b>	<b>Position /Rank</b>	<b>Signature</b>



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**Processed and Approved BY: BTR**

<i>Name of Employee/Officer</i>	<i>Rank/Position</i>	<i>Signature</i>

**Action Taken**




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**Annex B.1 –Enrollment Form**

**Directions:** This is to be accomplished for any addition or deletion in access rights . Put a “ check “mark if it is an addition of access rights and a “cross” mark if it is deletion.

<b>PARTICIPANT:</b>	
<b>USER FULL NAME:</b>	
<b>ACCESS RIGHTS</b>	
<input type="checkbox"/> <b>ACCOUNT CREATION</b> – involves creating the client account details under Maintenance>Client Registration and if client registered is to be a sponsored account then tick the necessary operations to be performed by the User to create a Sponsored Account.  Client Registration can be done individually using “ create “ or via “ bulk upload”.	<input type="checkbox"/> Client Registration <ul style="list-style-type: none"> <li><input type="checkbox"/> List ( e.g. list /view the accounts created)</li> <li><input type="checkbox"/> Create</li> <li><input type="checkbox"/> Bulk Upload</li> <li><input type="checkbox"/> Bulk Approve</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Sponsored Account <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Create</li> <li><input type="checkbox"/> Approve</li> </ul>
<input type="checkbox"/> <b>SECURITIES OPERATIONS</b> – involves the settlement/transfer of securities of Participants and sponsored accounts. The transfer can be in bulk basis or individual basis using the Workstation Module of nRoSS that uses its messaging functionality to effect the transfer.  <b>The meaning of various operational actions are as follows:</b> <b>List-</b> The participant’s user can list the incoming and outgoing messages. <b>Enter-</b> The user can create the applicable SWIFT message format for their secondary market transactions and for funds confirmation. <b>Repair-</b> The user can repair a message rejected by the approver. <b>Cancel-</b> The user can cancel an approved message while waiting for the matching message. <b>Approve -</b> Approves a message.	<input type="checkbox"/> Transfer of Portfolio ( between 2 participants) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Transfer of Portfolio ( single) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Bulk Upload</li> <li><input type="checkbox"/> Bulk Authorize</li> <li><input type="checkbox"/> Bulk Approve</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Free of Payment ( earmark/un-earmark/regulatory compliance) <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Registration/substitution <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Release <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul> <input type="checkbox"/> Pledge Execution through Appropriation <ul style="list-style-type: none"> <li><input type="checkbox"/> List</li> <li><input type="checkbox"/> Enter</li> <li><input type="checkbox"/> Repair</li> <li><input type="checkbox"/> Cancel</li> <li><input type="checkbox"/> Approve</li> </ul>





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**MANAGEMENT INFORMATION SYSTEMS SERVICE**  
**New Registry of Scripless Securities (nRoSS)**  
**VPN CONNECTIVITY REGISTRATION FORM**

ANNEX C

Name of Participating Entity (PE)/Institution:		Date of Request:	
Complete Address: (Please indicate ZIP Code)		Contact No:	
<b>A. VPN Configuration Requirements</b>			
Please see Annex A			
<b>B. Participant IT Network Support Information</b>			
Name of IT Personnel: (Last Name, First Name, MI)		Email Address	Contact No./Mobile No.
<b>TERMS and CONDITIONS</b>			
<p>The requested VPN access to BTr facility is provided for the exclusive use of Participating Entities (PE)/Institutions to allow access to the new Registry of Scripless Securities (nRoSS) testing and production environment. The request must be accomplished by the authorized system user that is approved and signed by the Head of the Institution/Authorized Signatory.</p> <p>The requesting PE/Institution must abide or conform to the BTr technical requirements. The PE/Institution shall be responsible for any hardware/software upgrades required to support the VPN connectivity. Support shall be provided for BTr-specific VPN connectivity only. BTr must be informed for any changes in the VPN configuration five (5) days in advance to avoid disruption of the services.</p> <p>BTr may revoke, block or permanently disallow the use of this service without prior notice due to reasons that may compromise BTr internal ICT security. Any breach or compromise in nRoSS Services shall be immediately relayed to the BTr-MIS Service through the nRoSS Customer Contact no. at 663-2267 or at email address: <a href="mailto:btrsystad@treasury.gov.ph">btrsystad@treasury.gov.ph</a></p>			
<b>I. Agreement:</b>		<b>II. Approved by:</b>	
<p>I, hereby agree to the above terms and conditions. I also agree to keep confidential all information regarding the VPN. I will not disclose password information and/or copy the VPN settings onto unauthorized users/computers. Propagating BTr VPN configuration is considered a security breach and is ground for the termination of the account.</p>			
<p>_____ Authorized User (Signature over Printed Name)</p>		<p>_____ Head of Institution/Authorized Signatory (Signature over Printed Name)</p>	
<p>_____ Date</p>		<p>_____ Date</p>	
<b>(To be accomplished by BTr)</b>			
<b>III. Recommending Approval:</b>		<b>IV. Approved by:</b>	
<p>_____ Authorized MISS IT Officer (Signature over Printed Name)</p>		<p>_____ Director, MIS Service (Signature over Printed Name)</p>	
<p>_____ Date</p>		<p>_____ Date</p>	
<b>Processed by:</b>		<b>Remarks:</b>	
<p>_____ Authorized MISS IT Officer (Signature over Printed Name)</p>			
<p>_____ Date</p>			

# VPN Configuration Form

## ***For nRoSS Production Environment***

Site 1: BTr nRoSS

Site 2: - Client Site

<b>VPN Information</b>		<b>VPN Information</b>	
Supplier:		Supplier:	
Type:		Type:	
Model:		Model:	
OS:		OS:	
Public IP Peer address:	112.199.75.190 (primary) 121.96.16.226 (secondary)	Public IP Peer address:	
<b>IKE Proposal Parameters</b>		<b>IKE Proposal Parameters</b>	
Proposal Name:	BTr nRoSS	Proposal Name:	
Authentication Mode:	Pre-shared Key	Authentication Mode:	
Preshared Key:	To be emailed separately	Preshared Key:	
Authentication Algorithm:	SHA256	Authentication Algorithm:	
Encryption Algorithm:	3DES/AES256	Encryption Algorithm:	
Diffie-Hellman Group:	DH Group 14	Diffie-Hellman Group:	
Lifetime Measurement:		Lifetime Measurement:	
Keylife:	86400	Keylife:	
Dead Peer Detection:	Enabled	Dead Peer Detection:	
<b>IPSEC Parameters</b>		<b>IPSEC Parameters</b>	
Authentication Algorithm:	SHA256	Authentication Algorithm:	
Encryption Algorithm:	3DES/AES256	Encryption Algorithm:	
Encapsulation Mode:	IPSec	Encapsulation Mode:	
Perfect Forward Secrecy:	Enabled	Perfect Forward Secrecy:	
Lifetime Measurement:		Lifetime Measurement:	
Keylife:	43200	Keylife:	
Replay Detection:	Enabled	Replay Detection:	
<b>VPN Tunnel Access List Information</b>		<b>VPN Tunnel Access List Information</b>	
Network Address / Netmask:	172.31.20.0/24	Network Address / Netmask:	
<b>Firewall Security Rules</b>		<b>Firewall Security Rules</b>	
Hostname	Address(:Port)	Hostname	Address(:Port)
	7036		
	icmp/ping		
	443		
		<b>Intended number of users</b>	
		<b>Site to Site</b>	<b>Client to Site</b>
<b>Contact Information</b>			
John Mark G. Dalisay	663 2266	<Client contact Name>	<Client Contact Details>
Note: Items in red font are required parameters. To test connectivity, please access IP 172.31.20.106			

## **nRoSS Participant Access Rights and Authentication Policy**

### **A. General Access Rights Policy**

1. The following terminologies shall be used in defining the Access Rights and Authentication Policy of nRoSS:
  - 1.1 **Participant** – an entity allowed access to the nRoSS system
  - 1.2 **Users** – are individuals designated by the Participant to access the nRoSS system
  - 1.3 **Participant or User Details**- pertains to the information required by BTr to establish the identity of the User or Participant.
  - 1.4 **User Profile** -pertain to the functions in the nRoSS System that can be accessed by a Participant.
  - 1.5 **nRoSS User Administrator**- shall also be referred to as User Admin and shall be performed by the BTr-Scriptless Securities Registration Division (BTr- SSRD).
  - 1.6 **nRoSS System Administrator** – shall also be referred to as Sys Ad and shall be performed by BTr- Management Information Systems Service (MISS)
  - 1.7 **Participant Access Rights and Authentication Administrator – (PA)** shall also be referred to as “Participant Admin” and designated by the Participant to oversee the proper management and compliance of the access and authentication rights of nRoSS.
  - 1.8 **e- token** – consist of the physical token and the digital certificate.
  - 1.9 **nRoSS** – pertains to the new RoSS System.
2. A Participant to nRoSS must obtain the following to access the nRoSS:
  - 2.1. All Users of the Participants must receive a security clearance and must be identified to the nRoSS application before logging on. An e-token containing the digital certificate which serves to authenticate the identity of the User shall be required from each User to log into the nRoSS. The e-token shall be created and managed by the nRoSS System Administrator.
  - 2.2. Each Participant shall likewise be assigned a User Profile to access the various functionalities of the nRoSS System. The User Profile assigned to a Participant shall be based on the group or Investor Type of the Participant. The User Profile shall be assigned/created and managed by the nRoSS User Administrator. Access to nRoSS shall only be allowed on business days within the timeframe stipulated by BTr.
3. In the event that a Participant is unable to access the nRoSS from their own premises the Participant shall abide by the stipulated BCP Plan of the BTr.

**B. User Identification and Authentication**

**1. User identification and authentication in nRoSS involves two processes:**

- 1.1 Use of e-token and token Password to access the network
- 1.2 Use of a User Name and Password to access the nRoSS application

**2. Creation of User Name**

- 2.1 Username must be unique to the User and will be associated with the Participant that enrolled him.
- 2.2. Shall be created by nRoSS User Administrator based on the following convention:
  - 2.2.1. Short name of Participant - maximum of 4 characters
  - 2.2.2. Role or Investor Type of the Participant (e.g. "d" is dealer and "b" is broker
  - 2.2.3. Initials of the User- maximum of 3 characters
  - 2.2.4. Order of creation – from 01 onwards
- 2.3. The Username shall be used in the creation of the User profile and digital certificate in the e-token.

**3. Creation and Maintenance of Password**

- 3.1 There are two types of Password that will be created for the Users of nRoSS namely:

TYPE	nRoSS ADMINISTRATOR	FUNCTION/ USE
e-Token Password	nRoSS System Administrator	To access network
nRoSS Application Password	nRoSS User Administrator	To access nRoSS application

The nRoSS User Administrator shall initially create the nRoSS Application Password for the Users to access the nRoSS application while the nRoSS System Administrator shall initially create the e-token Passwords for the Users to access the network. These passwords shall be immediately replaced by the User upon initial log into the system.

The e-token Password shall also be created by the nRoSS System Administrator for the Participant Access Rights and Authentication Administrator (i.e., Participant Admin) to enable the Participant Admin to reset the e-token Passwords of the Users.

3.2 The Password of the User must be changed every 30 days. The User must ensure that it maintains 2 different passwords to access the network and nRoSS application.

3.2.1 The maximum number of failed log-in attempts before an account is locked-out is 5x for both the e-token and nRoSS Application Passwords while the maximum failed log-in attempt for the Participant Administrator (PA) of the e-token Password is 15x.

3.2.2 In case the User experiences an "Account Locked-out", the following process shall be followed:

3.2.2.1 nRoSS application - nRoSS User Administrator shall be responsible for re-setting the RoSS application password of the User.

3.2.2.2 Network- the Participant Administrator (PA) shall be responsible for re-setting the e-token Password of its Users unless the PA experiences an account locked –out and in this instance, the token will have to be presented by the User to the nRoSS System Administrator to reset the Password.

3.3. Disclosure of Passwords is prohibited. Participants are required to enforce these prohibitions.

3.4. The Password must also have the following characteristics:

3.4.1 Must be at least 8 characters in length and consist of at least three password complexities (e.g. mixture of upper and lower case letters and digits or symbols)

3.4.2 User must type in the same way the upper or lower case letters.

3.4.3 Must not contain the following:

3.4.3.1 Repetitive letters

3.4.3.2 Use of Username, your own real name or family names

3.4.3.3 Use of the word ", P@\$w0rd"

3.4.3.4 Use previous password

3.4.3.5 Must not contain blank spaces.

#### **4. e-token Usage and Management**

4.1. The e-token consist of the physical token and the digital certificate that will enable the User to access the infrastructure or network. The e-token shall be inserted into the nRoSS workstation to log in.

4.2. Digital Certificate shall be used to authenticate Users to nRoSS and to digitally sign certain electronic messages transmitted to the nRoSS. No other use is permitted.

4.3. The Users must observe the following rules in using the e-token:

4.3.1. The e-token may only be inserted into a computer/laptop designated as nRoSS workstations and shall only be used to enter the nRoSS application. Users are prohibited from using any other e-token and Username to enter the nRoSS application or sharing their e-token or Username with anyone.

4.3.2. There shall only be one digital certificate created per User and one digital certificate per token.

4.3.3. Use of e-token constitute acceptance by Participant to the terms and conditions of the Participation Agreement.

4.3.4. The digital certificate expires for a period indicated in the digital certificate information and the Participant is responsible for tracking the expiry dates of its digital certificate and applying for a new digital certificate. A token may be re-used for another User of the Participant provided that the digital certificate of the previous User has been revoked.

4.3.5. Participants must report key compromise to the e-token as soon as possible such as lost or stolen e-token. The Participant must observe proper security measures to ensure that the e- tokens are properly used and kept secure by its Users.

4.3.6 Every Participant shall assign a Participant Access and Authentication Rights Administrator (PA) who shall be responsible for the administration of all their nRoSS e-tokens aside from access rights of the Users. The PA shall be responsible for the following:

4.3.6.1. Installs the Gemalto Client Software to the User's laptop or computer.

4.3.6.2. Changes/reset/unlock a User's e-token if the User forgets his token password.

4.3.6.3. Evaluates any change request related to the authentication of the User and ensure compliance to the Token Rules.

4.4. BTr, as system operator, shall likewise designate its nRoSS Systems Administrator to issue and manage the e- tokens as follows:

4.4.1 Creation /revocation/renewal of the digital certificate

4.4.2. Logs and maintains the Registry containing the digital certificates and tokens issued

4.4.3. Deployment of the e-token Kit to Participants and replacement of tokens

4.4.4. Implement the policies and procedures on token management

## 4.5. The Operating Procedures in the Management of Digital Certificate

### 4.5.1. Issuance of Digital Certificate

#### 4.5.1.1. A digital certificate shall be issued under the following instances:

- 4.5.1.1.1. Newly approved Participants
- 4.5.1.1.2. Renewal of digital certificate
- 4.5.1.1.3. Replacement of token
- 4.5.1.1.4. e-token has been shared or compromised
- 4.5.1.1.5. User Password and Participant Administrator (PA) Password have been locked

#### 4.5.1.2. For Newly Approved Participant, a Participant must execute and comply with all terms and conditions of the Participation Agreement and submit the User Enrollment Form and pay the necessary fees to enroll its various users.

4.5.1.2.1. The nRoSS User Administrator shall create the Participant and Individual User Details and the User Profile per User based on the User Enrollment Form submitted by the Participant. The nRoSS User Administrator shall also create the Username and initially create the nRoSS Application Password of the User of the Participant.

4.5.1.2.2. The nRoSS Systems Administrator shall create the e-token Password and digital certificate for the User and the Participant Administrator and install the digital certificate to the token.

4.5.1.2.3 The nRoSS System Administrator shall be responsible for distributing the tokens personally to the Users or to the authorized representative of the Participant and the CD installer to the Participant Administrator (PA) or to the authorized representative of the Participant. He shall also be responsible for scheduling the renewal and distribution of the tokens.

#### 4.5.1.3. Renewal of Digital Certificate

4.5.1.3.1. A Participant shall submit a Change Request Form to nRoSS User Administrator to issue a new digital certificate within the prescribed period set by BTr (e.g. one month before expiry date of the digital certificate). The nRoSS User Administrator shall evaluate the Change Request Form in terms of the following: 1) information provided; 2) approving authorities; 3) status of the Participant (e.g. active, suspended or terminated) to determine whether the User is eligible for renewal of the digital certificate.



4.5.1.3.2. A Participant who has been disabled or removed from the nRoSS System within the period set for renewal shall not be allowed to renew the digital certificate of its Users.

4.5.1.3.3. The nRoSS User Administrator shall be responsible for endorsing to nRoSS SYS AD the renewal of the digital certificate. The nRoSS System Administrator shall create a new digital certificate and e-token Password using the same Username of the User.

4.5.1.3.4. The Users shall bring its token personally or have the authorized representative of the Participant go to the nRoSS System Administrator within the time specified by it to have the new digital certificate installed in the token.

#### 4.5.1.4. Replacement of Token or Security Compromised

4.5.1.4.1 A Change Request Form for the replacement of the token shall be submitted by Participant to nRoSS User Administrator. The replacement of token involves the revocation of the old digital certificate and the issuance of a new digital certificate.

4.5.1.4.2. Where the security is compromised or the e-token has been shared, a change request shall involve the request for the issuance of a new digital certificate.

4.5.1.4.3. The nRoSS User Administrator shall evaluate the Change Request Form in terms of the following: 1) information provided; 2) approving authorities; 3) status of the Participant ( e.g. active, suspended or terminated) to determine whether the User or Participant is eligible for the issuance of a new digital certificate.

4.5.1.4.4. A Participant who has been disabled or removed from the nRoSS System within the period set for renewal shall not be allowed to replace the token or obtain a new digital certificate for its Users.

4.5.1.4.5. The nRoSS User Administrator shall be responsible for endorsing the replacement and or renewal of the digital certificate to nRoSS SYS-AD. The nRoSS SYS AD shall install a new digital certificate and create a new e-token Password using the same Username of the User.

4.5.1.4.6. The Users shall bring the token personally or have the authorized representative of the Participant go to RoSS SYS-AD within the time specified by it to have the new digital certificate installed in the token.

#### 4.5.2. Revocation of Digital Certificate

4.5.2.1. A revocation of a digital certificate for individual users may be initiated by the Participant or the BTr in cases where the Participant has been suspended or terminated to access the nRoSS System based on grounds set in the Registry Rules or other pertinent operating rules and procedures of RoSS.

4.5.2.2. A Participant must submit the Change Request Form to the nRoSS User Administrator to revoke a digital certificate of one of its Users. In the case of a Participant who has been terminated by BTr, the nRoSS User Administrator shall write a memo to the nRoSS Sys AD instructing them to terminate all the Users of the Participant indicating their names and Usernames.

4.5.2.3. The approving officer of nRoSS User Administrator shall approve the revocation of the digital certificate under the following instances:

4.5.2.3.1. The User has resigned or no longer an employee of the participant or transferred to another department

4.5.2.3.2. Security has been compromised (e.g. known to another party)

4.5.2.3.3. The Participant has been terminated by BTr in accordance with the grounds set in the Registry Rules.

4.5.2.3.4. The digital certificate has expired.

4.5.2.3.5. The e-token was lost.

A revocation of the digital certificate shall render the old digital certificate cancelled. A new digital certificate may be created in the name of the old or new Individual User provided the Participant has not been terminated at the initiative of the Participant or BTr.

4.5.2.4. The Change Request Form shall be evaluated by the nRoSS User Administrator in terms of the following: 1) information provided; 2) approving authorities; 3) status of the Participant (e.g. active, suspended or terminated) and shall be endorsed to nRoSS SYS-AD for the revocation of the digital certificate.

4.5.2.5. The nRoSS SYS AD shall remotely revoke the digital certificate of the User/s and shall no longer require the token to be surrendered by the User to be revoked.

4.5.3. A digital certificate can only be issued or revoked but not suspended.

#### 4.6. Operating Procedures in the Issuance and Replacement of Token

#### 4.6.1 Issuance of token

4.6.1.1 A token shall be issued by the nROSS SYS AD upon the approval /endorsement of the User Enrollment Form by the nRoSS User Administrator.

4.6.1.2. The Individual Users of the Participants are required to personally receive or through the authorized representative of the Participant receive the e-token kit from nRoSS SYS-AD within the agreed scheduled between the Participant and the nRoSS SYS AD.

4.6.1.3. A token issued to a Participant though considered owned by the Participant must be kept secure and maintained by the Participant at all times and any instance/s of damage must be immediately reported to the nRoSS User Administrator.

#### 4.6.2 Replacement of Token

4.6.2.1. A token can only be replaced if it is lost or damaged.

4.6.2.2. A *Change Request Form to replace a token and issue a new digital certificate* must be submitted by the Participant to the nRoSS User Administrator for verification. nRoSS User Administrator shall then forward the Change Request Form to nRoSS SYS-AD for the creation of a new digital certificate and installation in the new token.

4.6.2.3. The Individual User shall be required to personally accept the token kit or through the authorized representative of the Participant and proceed to the nRoSS SYS AD to receive the token kit.

### C. User Profile Management

1. The User Profile shall be managed by the following parties in the following manner:

1.1. BTr through its authorized approving officers shall be responsible for defining the User Profile to be assigned per Investor Type or Group and shall designate the following group in BTr to execute the User Profile in the nRoSS System.

1.1.1. nRoSS User Administrator – to be performed by BTr-SSRD shall be responsible for creating the Participant and Individual User details; assigning the grouping of the Participants and creating the Individual User Profile in the RoSS System based on the User Enrollment Form submitted by the Participant. It shall also create the User Name and Password.

1.1.2. nRoSS Systems Administrator- to be performed by BTr-MISS shall be responsible for creating in the nRoSS System the Group User Profile that has been approved by BTr approving authorities.

- 1.2. Participant Access and Authentication Rights Administrator – (PA) may be a person or group of people designated by the Participant to perform the following functions:
  - 1.2.1. Assigns the User Profile per individual users
  - 1.2.2. Evaluates the change request of the Participant for its Users.
  - 1.2.3. Ensures compliance of its Participant and User to the nRoSS Access Rights and Authentication Policy and pertinent rules and regulations stipulated in the Participation Agreement.
  - 1.2.4. May also perform the function of managing the e-token (per section B.4.3.6.)
2. BTr shall define the User Profile on a group or investor type level based on the functions or roles in the primary and secondary trading and sale of government securities of the group . The User Profile of a Participant will therefore depend on the group that he was assigned to by BTr –RoSS and within a group User Profile, the Participant shall be responsible for assigning individual User Profiles.
3. The User Profile of a Participant shall remain active for as long as the Participant continues to be a Participant of the nRoSS System. In cases where the Participant is suspended or terminated upon initiation by the Participant or BTr based on grounds stipulated in the Registry Rules, the User Profile shall be managed in the following manner:
  - 3.1 Suspension of Participant will “disable” the participant in accessing any of its approved functionalities in the nRoSS system.
  - 3.2. Termination of Participant will result in the “removal “of the User Profile of the Participant.
4. A Change Request Form must be submitted by the Participant for suspension and terminations initiated by them while suspension and termination initiated by BTr shall be advised by BTr to the Participant through a written letter to be sent to the Participant and in accordance with the RoSS Operating Procedures on Suspension and Termination of Participants.
5. An Individual User Profile may be amended by the Participant by requesting (i.e. Change Request Form) for either an addition or deletion of the functionality provided it is within the approved User Profile of the Participant.