

Republic of the Philippines NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE

BAC Resolution No. 192-2021, Series of 2021

RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICE - NPC REGISTRATION SYSTEM (NPCRS) TO MAROONSTUDIOS, INC., THE DECLARED SINGLE RATED AND RESPONSIVE BIDDER

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce data privacy protection;

WHEREAS, the Compliance and Monitoring Division (CMD) is mandated to manage the manual registration of the Data Protection Officers (DPOs) of Personal Information Controllers (PICs) and Personal Information Processors (PIP);

WHEREAS, the CMD saw the need to procure professional services for the development of a web-based registration platform where submissions and verification will be done in one portal thereby improving the registration output of the Division. This procurement is under APP Item No. 2021-0148 with an approved budget for contract (ABC) amounting to Php5,000,000.00;

WHEREAS, this item of procurement is under the mode of Competitive Bidding, pursuant to Section 10, Rule IV of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 14 October 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the Terms of Reference were reviewed and the number of shortlisted consultants including the criteria and rating for the shortlisting were set;

WHEREAS, on 21 October 2021, the Request for Expression of Interest (REI) was posted in the PhilGEPS and NPC websites, as well as on the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the Revised IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of eligibility documents on 28 October 2021 at 10:00 a.m. An instruction on adoption of the procedure for the electronic submission and receipt of the eligibility documents in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids (Guidelines) was also provided in the Bidding Documents;

WHEREAS, the BAC declared failure of bidding due to in-eligibility of the sole prospective bidder;

The original of this document (containing only the BAC member's signature) is in digital format NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

Ref No.: 192-2021

WHEREAS, on 29 October 2021, the BAC conducted a mandatory review and evaluation of the terms, conditions, and specifications in the Bidding Documents, and after some minor changes on the Terms of Reference, was endorsed for re-posting;

WHEREAS, 05 November 2021, the Request for Expression of Interest (REI) was re-posted in the PhilGEPS and NPC websites, as well as on the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the Revised IRR of R.A. 9184;

WHEREAS, the BAC set the deadline of submission of eligibility documents on 12 November 2021 at 10:00 a.m. An instruction on adoption of the procedure for the electronic submission and receipt of the eligibility documents in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids (Guidelines) was also provided in the Bidding Documents;

WHEREAS, on 12 November 2021, the BAC only received one submission for the eligibility documents from MaroonStudios Inc. at 9:33 a.m;

WHEREAS, on 12 November 2021 at 03:00 PM, the BAC proceeded to open the eligibility documents and conducted eligibility check of the prospective bidder in accordance with Section 24.4 of the Revised IRR of R.A. 9184;

WHEREAS, upon inspection and evaluation of the eligibility requirements submitted, it was determined that MaroonStudios Inc. passed all the eligibility requirements, as reflected in the Abstract of Eligibility Check attached here in as Annex "A", and was declared eligible;

WHEREAS, the NPC-BAC proceeded to conduct the short listing of the eligible prospective bidder in accordance with Section 24.5 of the Revised IRR of R.A. 9184, after rating the eligible prospective bidder based on the criteria and rating stated in the REI and the bidding documents, the prospective bidder acquired an over-all rating of 79.83% which is above the prescribed passing rate of 70%, as reflected in the Abstract of Short Listing attached herein as Annex "B", and was recommended to the Head of the Procuring Entity (HoPE) as the sole short-listed consultant;

WHEREAS, the HoPE approved the recommendation of the BAC to declare MaroonStudios Inc. as a short-listed consultant;

WHEREAS, on 23 November 2021, the Pre-bid Conference was conducted where the prospective bidder clarified some items in the technical specifications. Thereafter, the NPC-BAC issued Supplemental Bid Bulletin No. 138-2021, a copy of which was furnished to the prospective bidder and published in the PhilGEPS website, NPC website and bulletin board;

WHEREAS, on 7 December 2021, prior to the deadline of submission of the bids set at 10:00 a.m., MaroonStudios Inc. submitted their bid at 9:15 a.m. On the same day at 3:00 p.m., the NPC-BAC proceeded to open the first envelope containing the technical components for the conduct of preliminary evaluation where it was declared that MaroonStudios, Inc. passed all the technical documents required as shown in the Abstract of Bids as Read attached herein as Annex "C" and was then endorsed for bid evaluation;

The original of this document (containing only the BAC member's signature) is in digital format NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

Ref No.: 192-2021

ATTEST:

Gray Dig by Erv

Digitally signed by Espenilla Erwin Dejucos

ERWIN D. ESPENILLA Executive Assistant IV, OPC BAC Member On official business

ATTY. AURELLE DOMINIC E. NARAG

Executive Assistant IV, OPC BAC Member

WY

Digitally signed by Ragsag Jonathan Rudolph Yandan

JONATHAN RUDOLPH Y. RAGSAG

OIC-Chief, DSTSD BAC Member Sur

Digitally signed by Mendoza Ma Josefina Eusebio

ATTY. MA. JOSEFINA E. MENDOZA

Attorney IV, Legal Division BAC Member

On official business

ATTY. IVY GRACE T. VILLASOTO

OIC-Director, PPO BAC Vice Chairperson

Benetaled

Digitally signed by Patula Maria Theresita Elnar Date: 2021.12.18 10:13:56 +08'00'

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO BAC Chairperson

Approved:

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity

Date:

2 3 DEC 2021

Ref No.: 192-2021



Republic of the Philippines NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued:

Mr. Anthony Z. Misajon
Authorized Representative
MaroonStudios Inc.
Corporate 145 Bldg., 145 Mother Ignacia Ave.,
Diliman, Quezon City 1103

Dear Mr. Misajon,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 192-2021 series of 2021, the contract for the procurement of Professional Services – NPC Registration System (NPCRS) amounting to Four Million Nine Hundred Fifty-Four Thousand Eight Hundred Eighty and 0/100 Pesos (Php4,954,880.00), VAT inclusive, is awarded to MaroonStudios Inc., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity Digitally signed by Tana-Cogula Risbon Aira

Conforme:

Mr. Anthony Z. Misajon Authorized Representative MaroonStudios Inc.

Date: December 24, 2021

Ref No.: 124-2021

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this <u>31 December 2021</u>, in Metro Manila, Philippines, by and between:

The NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, ATTY. JOHN HENRY D. NAGA (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

The MAROONSTUDIOS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 1218 12Floor, Corporate 145 Building, 145 Mother Ignacia Avenue, Diliman, Quezon City, Metro Manila, PH 1103, represented herein by its Business Development Manager for Public Sector, ANTHONY Z. MISAJON, and hereinafter referred to as "SOFTWARE DEVELOPER".

The NPC and the SOFTWARE DEVELOPER shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC is a government agency mandated to administer and implement the Data Privacy Act of 2012 (DPA);

WHEREAS, the Compliance and Monitoring Division (CMD) is mandated to manage the registration of the Data Processing Systems (DPS) of Personal Information Controllers (PICs) and Personal Information Processors (PIPs), following the requirements of the DPA, its Implementing Rules and Regulations (IRR), and NPC Circular 17-01. This registration process includes the following steps: (1) registration, (2) renewal, (3) amendment of registration details, (4) evaluation and review of submissions, and (5) report generation;

WHEREAS, the NPC Registration System (NPCRS) aims to achieve an efficient and secure registration process and to serve as a portal for individual professionals, PICs, and PIPs to comply with the registration provisions stipulated in the DPA, its IRR, and relevant NPC issuances;

WHEREAS, with the advent of the COVID-19 pandemic and social distancing requirements, an online registration platform would enable NPC to fulfill its goal of capacitating and certifying Data Protection Officers while still looking out for their health and well-being;

WHEREAS, on 19 October 2021 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting to FIVE MILLION PESOS (PHP5,000,000.00). A copy of the CAF¹ is hereto attached and made an integral part of this Agreement;

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WHEREAS, NPC has expressed their requirement for the NPCRS, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, NPC has expressed their requirement for the NPCRS under the Source of Fund: Maintenance and other operating expenses, NPC 2021Annual Procurement Plan (APP Item No. 2021-0148), NPC ISSP 2018-2020 and NPC ISSP 2021-2023;

WHEREAS, this item was recommended for award thru Competitive Bidding pursuant to Section 10 Rule IV of the Revised IRR of Republic Act No. 9184 (R.A. 9184);

WHEREAS, NPC has awarded the above-mentioned project to the SOFTWARE DEVELOPER and has confirmed award amounting to FOUR MILLION NINE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY PESOS (Php 4,954,880.00) inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws. A copy of the Notice of Award² is hereto attached and made an integral part of this Agreement;

WHEREAS, the SOFTWARE DEVELOPER will provide services set forth below and in the Terms of Reference (TOR), which are to be herein collectively referred to as the "SERVICES";

NOW, THEREFORE, the SOFTWARE DEVELOPER and NPC, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE I. TITLE OF THE PROJECT

This Agreement shall refer to this project as "The Development of NPC Registration System" hereinafter referred to as the "PROJECT."

ARTICLE II. OBLIGATIONS

Section 1. The SOFTWARE DEVELOPER shall perform and provide any and all that is necessary to deliver the **SERVICES** specified in the Terms of Reference (TOR). A copy of the TOR¹ is hereto attached and made an integral part of this Agreement.

Section 2. The SOFTWARE DEVELOPER shall deliver its obligations to NPC from the receipt of Notice to Proceed and not later than 15 March 2022 in compliance with Republic Act No. 11518 (R.A. 11518). It shall follow the milestones described in the TOR.

Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by NPC.

The SOFTWARE DEVELOPER shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC within thirty (30) days from receipt of notice from NPC; otherwise, this Agreement shall be terminated without need for any further notification.

Section 3. The SOFTWARE DEVELOPER shall provide NPC with support service to the NPCRS software after the complete delivery of the project. The timeframe of the support service to the NPCRS software will cover 12 months from the date of the complete delivery of the project. The support service will include, but not be limited to, the operation of the software, minor system modifications, and any other issues which may arise in the software. The support service provided will be at no cost to NPC.

Section 4. The SOFTWARE DEVELOPER shall turn over the source code and system documentation of the NPCRS software to NPC.

² Annex "B"

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Annex "A"

Section 5. The SOFTWARE DEVELOPER shall provide technical training and end-users' training as described in the bidding document titled PROFESSIONAL SERVICE - NPC REGISTRATION SYSTEM (NPCRS).

ARTICLE III. FINANCIAL CONSIDERATIONS

Section 1. As consideration for the full and faithful performance by the SOFTWARE DEVELOPER of its obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the SOFTWARE DEVELOPER a total amount of Four Million Nine Hundred Fifty-Four Thousand Eight Hundred Eighty Pesos (Php 4,954,880.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

Section 2. Payment shall be made in the following manner and conditions:

% of Contract Cost	Milestone/Deliverables	
10.00%	Inception Report from the issuance of the Notice to Proceed (NTP)	
30.00%	The project is 35% completed and the SOFTWARE DEVELOPE has conducted quality, security and performance testing with the required documentation submitted	
30.00%	The project is 70% completed and the SOFTWARE DEVELOPER has conducted a quality, security and performance testing with the required documentation submitted	
30.00%	The project is 100% completed and the SOFTWARE DEVELOPER has conducted a quality, security and performance testing with the complete required documentation submitted	
100.00%	TOTAL	

Section 3. The contract price shall constitute the entire remuneration payable to the SOFTWARE DEVELOPER. It shall be deemed inclusive of all applicable national and local taxes, fees and charges, and any other taxes that may arise on account hereof.

Section 4. Payment shall be processed within thirty (30) calendar days after the submission of the following documents, as they may be related to the specific milestone/deliverables:

- 1. Accomplishment Report
- 2. Billing/Claim of Payment
- 3. Sign-off or Acceptance of Output

Section 5. All payments will be subject to the usual government accounting and auditing rules and regulations.

ARTICLE IV. INTELLECTUAL PROPERTY

Section 1. Nothing in this Agreement is intended to grant any intellectual property rights to NPC for any and all articles, plans, studies, reports, or other materials developed by the SOFTWARE DEVELOPER before the execution of this Agreement.

Section 2. The SOFTWARE DEVELOPER acknowledges that NPC owns all modifications and customizations relating to the design, creation, programming, modification, operation, or service of the applications to be developed by the SOFTWARE DEVELOPER for NPC under this Agreement.

Section 3. The PARTIES acknowledge and agree that the NPC will hold all intellectual property rights arising from this project including, but not limited to, copyright and trademark rights.

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Section 4. The SOFTWARE DEVELOPER agrees not to claim any such ownership of the project's intellectual property at any time prior to or after the completion and delivery of the project to NPC.

ARTICLE V. WARRANTIES

Section 1. The SOFTWARE DEVELOPER represents and warrants to NPC the following:

- a. That the development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party;
- b. That the software will not violate the intellectual property rights of any other party; and
- c. That for a period of 12 months after the delivery date, the Software shall operate according to the Specifications signed-off and agreed to by NPC and the SOFTWARE DEVELOPER. If the Software malfunctions or in any way does not operate according to the specifications within that time, then the SOFTWARE DEVELOPER shall immediately take the necessary steps to fix the issue and ensure the Software operates according to the agreed-upon specifications within a mutually agreed-upon timeframe.

ARTICLE VI. INDEMNIFICATION

Section 1. The SOFTWARE DEVELOPER shall indemnify, defend, and protect the NPC from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

ARTICLE VII. TESTING AND ACCEPTANCE

Section 1. NPC shall have a period of ten (10) working days from the date of the actual installation of each software application under this Agreement, to inspect, test, and evaluate the software application in order to determine, whether it strictly complies with the requirements under this Agreement.

Section 2. In case a particular software application fails to perform in accordance with this Agreement, NPC shall send a written notice to the SOFTWARE DEVELOPER describing the function, criteria, or condition which it failed to meet. Failure of the NPC to issue the written notice within the 10-day period shall constitute an acceptance of the corresponding software application, as performing in accordance with its intended purpose in compliance with this Agreement.

Section 3. In case of non-acceptance, NPC may, through the same written notice mentioned in the preceding Section, allow the SOFTWARE DEVELOPER to remedy any such failure within a period equivalent to the remaining number of days unutilized under this Agreement.

Section 4. After the delivery and installation of the rectified software application, NPC shall have a fresh period of ten (10) working days from the date of the actual installation of each software application to inspect, test, and evaluate the software application and the preceding Sections shall again be applicable.

Section 5. In no case shall the NPC reject the software applications for reasons concerning amendments or changes to the software, or any part thereof, unless such amendments or changes have been agreed upon in writing by the PARTIES.

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ARTICLE VIII. COMMON PROVISIONS

Section 1. Project Administration - NPC designates the end-user, Chief of Compliance and Monitoring Division (CMD) ATTY. RAINIER ANTHONY M. MILANES, or a representative of the division authorized by the CMD Chief, as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The SOFTWARE DEVELOPER shall submit all deliverables and reports to the end-user, Chief of Compliance and Monitoring Division ATTY. RAINIER ANTHONY M. MILANES, which the latter should accept before processing of payment may commence.

Section 2. Performance Standard - The SOFTWARE DEVELOPER undertakes to perform the SERVICES with the highest standards of professional and ethical competence, and integrity.

The SOFTWARE DEVELOPER likewise binds itself to follow the Technical Specifications in the TOR of the bidding documents titled "PROFESSIONAL SERVICE - NPC REGISTRATION SYSTEM (NPCRS)" in the delivery of the required services.

Section 3. Confidentiality and Data Privacy - In the course of the undertaking between NPC and SOFTWARE DEVELOPER, any data received by the latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authorization from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by SOFTWARE DEVELOPER from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

The SOFTWARE DEVELOPER shall sign a Non-Disclosure Agreement which shall form part of this contract.

Section 4. Amendments - No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless the same is in writing and signed by each party.

Section 5. Suspension of Contract - NPC may, by written notice of suspension to the SOFTWARE DEVELOPER, suspend this Agreement if the SOFTWARE DEVELOPER fails to perform any of its obligations whether it be due to its own fault, force majeure, or circumstances beyond the control of either party.

The SOFTWARE DEVELOPER may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) days after receipt of such notice.

NPC may order the resumption of work if the ground for the suspension no longer exists and the continuation of the work is found practicable.

Section 6. Termination of Contract - NPC, by written notice sent to the SOFTWARE DEVELOPER, may terminate the contract, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184. The notice of termination shall specify the cause of termination in accordance with Annex "I" of IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

NPC may terminate the contract in case it is determined prima facie that the SOFTWARE DEVELOPER has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

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NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the SOFTWARE DEVELOPER fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the SOFTWARE DEVELOPER prior to the delay; b) As a result of force majeure, the SOFTWARE DEVELOPER is unable to deliver or perform a material portion of the outputs and deliverables for a period of not less than sixty (60) calendar days after the SOFTWARE DEVELOPER's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The SOFTWARE DEVELOPER fails to perform any other obligation under the contract.

The SOFTWARE DEVELOPER may also terminate this Contract, by written notice sent to the NPC, if and when NPC breaches any of the terms, associated with either of the articles, as described in this Contract, entitled: "TESTING AND ACCEPTANCE and FINANCIAL CONSIDERATIONS".

Section 7. Relationship - This Agreement neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or an agency relationship between parties. It is specifically understood that the SOFTWARE DEVELOPER is an independent contractor and shall not be considered as an employee of NPC.

Section 8. Dispute Resolution - In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any party contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.

Section 9. Insurance - The SOFTWARE DEVELOPER shall be responsible for taking out any appropriate insurance coverage.

Section 10. Assignment - The SOFTWARE DEVELOPER shall not assign this Agreement or subcontract any portion of it without prior written consent from NPC.

Section 11. Governing Law - This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

Section 12. Miscellaneous - The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed integral part of this Agreement.

In the event of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.

ARTICLE IX. FINAL PROVISIONS

This Agreement shall take effect after the same is duly signed and notarized, and SOFTWARE DEVELOPER receives the NOTICE TO PROCEED with the implementation of the project. The agreement is co-terminus with the approved duration of the project unless otherwise the project was recommended for termination before the project's actual completion.

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MAROONSTUDIOS, INC.,

By:

By:

ANTHONY Z. MISAJON
Business Development Manager
for Public Sector

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

JENSEN JOY L. BALLICUD
Accountant II

SIGNED IN THE PRESENCE OF:

Digitally signed by Milanes Rainler Anthony Mabias

ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD

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ACKNOWLEDGMENT

ersonally appeared:	Competent Proof of	Date of Issue	JAN 2 8 2022 Place of Issue
ANTHONY Z. MISAJON			
ATTY. JOHN HENRY D. NAGA			
his Acknowledgement is	written, duly signed by thereof.	nem and their instr	umental witnesses
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Republic of the Philippines NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: Dec. 31, 2021

Mr. Anthony Z. Misajon

Business Development Manager for Public Sector Corporate 145 Bldg., 145 Mother Ignacia Ave., Diliman, Quezon City 1103

Dear Mr. Misajon:

Notice is hereby given to MAROONSTUDIOS, INC. for the commencement of the procurement for the Professional Services- NPC Registration System (NPCRS) for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Contract.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

ATTY. JOHN HENRY D. NAG.

Privacy Commissioner

I acknowledge receipt of this notice on Veceniber -31 2021

Name of the authorized representative of the Biffir MR. ANTHONY Z. MISAJON

Signature of the authorized representative

Ref No.: ADMIN-21-01089

NPC_FAO_ASD_NTP-V1.0, R0.0, 19 August 2021