

#### **BIDS AND AWARDS COMMITTEE**

BAC Resolution No. 032-2022, Series of 2022

# RECOMMENDING THE AWARD FOR THE PROCUREMENT OF CONSULTANCY SERVICES - TECHNICAL CONSULTANT

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act No. 10173 or the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in order to efficiently fulfill its mandate, the NPC is authorized to establish a Secretariat, which shall assist in the performance of its functions. The Secretariat shall be headed by an Executive Director and shall organized according to the following offices: a) Data Security and Compliance Office; b) Legal and Enforcement Office; c) Finance and Administrative Office; d) Privacy Policy Office; and e) Public Information and Assistance Office.<sup>1</sup>

WHEREAS, the OED assists in the implementation of the programs, projects and activities of the Commission through administrative oversight, develops and implements the NPC's quality management system, reviews the recommendations of the NPC Offices and Divisions directly reporting to the OED, and monitors all NPC programs, projects and activities;

WHEREAS, in addition to the aforementioned core functions, the ED is likewise designated as the NPC's Data Protection Officer and exercises oversight of the Data Protection Officer Accountability Compliance and Ethics Program (Phil-DPO) of the NPC;

WHEREAS, the ED is concurrently the NPC's Information Systems Planner, the Chairperson of the Interim Management Systems Unit, and the Freedom of Information (FOI) Decision Maker of the NPC;

WHEREAS, in light of these technical functions of the OED specifically in the fields of organizational management, capacity-building, freedom of information decision making, privacy compliance, and cybersecurity, the NPC has determined the need for a technical consultant who shall assist the OED in the conduct of its functions by providing technical knowledge, expertise and experience through research, opinions, reports and advice in operational, organizational, legal and technical aspects of the NPC's day-to-day operations;

**WHEREAS**, the technical consultant will perform the tasks indicated in the Terms of Reference herein attached as Annex "A";

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.: 032-2022

<sup>&</sup>lt;sup>1</sup> Section 14, Implementing Rules and Regulations of the Data Privacy Act of 2012

WHEREAS, said procurement is reflected in the NPC's 2021 Continuing Annual Procurement Plan (APP) under APP Item No. 2021-0215 (Consultancy Services - Technical Consultant) with an Approved Budget for the Contract of Php 600,000.00 for a six-month period;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation to on 6 May 2022;

WHEREAS, after evaluation of the qualifications and documentary submissions of the NPC-BAC determined that he fully qualifies for the engagement of Consultancy Services - Technical Consultant to perform the functions as required under the Terms of Reference;

WHEREAS, payment shall be made monthly in the amount of Php 100,000.00 for a contract period of six months for a total contract price of Php 600,000.00;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for Consultancy Services - Technical Consultant in the total amount of Php 600,000.00 for a contract period of six (6) months to

RESOLVED this 16th day of May 2022, via combination on on-site and videoconference meeting.

ATTEST:

Digitally signed by Ragsag Jonathan Rudolph Yandan

**IONATHAN RUDOLPH Y. RAGSAG** 

OIC-Chief, DSTSD BAC Member

by Mendoza Ma Josefina Eusebio

ATTY. MA. JOSEFINA E. MENDOZA

Attorney IV, LD BAC Member

Digitally signed by Milanes Rainier

ATTY. RAINIER ANTHONY M. MILANES

Chief, CMD BAC Member Digitally signed by Ivy Grace T. Villasoto Date: 2022.05.18

GRACE: 97:5 VTPE PASOTO ATTY. IV

> Attorney V, PDD BAC Vice Chairperson

Digitally signed by Patula Maria Date: 2022.05.18 11:19:14 +08'00'

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO BAC Chairperson

APPROVED:

Ref No.: 032-2022

Digitally signed by Naga John Henry Du

ATTY. JOHN HENRY DU NAGA

Privacy Commissioner Head of the Procuring Entity

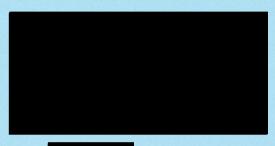
Date: MAY 18 2022

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



#### NOTICE OF AWARD

MAY 1 8 2022



Dear

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 032-2022, series of 2022, the contract for the procurement of Consultancy Services – Technical Consultant amounting to a total of **Six Hundred Thousand Pesos (Php 600,000.00)** for a contract period of six (6) months is awarded to you consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally signed by Naga John

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity
Date: MAY 18 2022

H ==

Conforme:

Date: MAY 2 3 2022

Ref. No.: 016-2022

NPC\_BAC\_NOA-V1.0, R0.0, 05 May 2021

#### CONSULTANCY CONTRACT

# KNOWN ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into this \_\_\_\_\_\_ by and between:

NATIONAL PRIVACY COMMISSION, a government agency created by virtue of Republic Act No. 10173, also known as the "Data Privacy Act of 2012", with office address located at the 5th Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner Atty. JOHN HENRY D. NAGA, hereinafter referred to as "NPC";

and

Filipino, of legal age, residing at and hereinafter referred to as the "Consultant".

WHEREAS, the NPC and the Consultant shall hereafter be referred to collectively as the "PARTIES";

WHEREAS, the NPC is in need of a Consultant to perform the functions detailed in this Contract and the Terms of Reference, and shall be made an integral part of this Agreement;

WHEREAS, the Office of the Executive Director, as End-Unit, has justified to the Bids and Awards Committee for the engagement of such Consultancy Services-Technical Consultant as per the existing laws and regulations;

WHEREAS, the Consultant, representing himself to have the requisite governmental permits, licenses, and the necessary expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services;

WHEREAS, the NPC, subject to the terms, conditions, and specifications hereinafter contained, has accepted the Consultant's offer;

WHEREAS, on 05 May 2022, the NPC Accountant issued a Certificate of Availability of Funds (CAF) amounting to Six Hundred Thousand Pesos (Php 600,000.00). A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement;

WHEREAS, on 18 May 2022, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 032-2022, Series of 2022, recommending the Award of Contract for Consultancy Services – Technical Consultant to

WHEREAS, on 18 May 2022, the Head of the Procuring Entity issued the Notice of Award to

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained, and other good and valuable considerations, the parties hereto mutually agree as follows:

### 1. Services

The Consultant shall perform and provide all that is necessary to carry out the services necessary to complete the same. The details of the services, scope of work, duties and responsibilities, among others, which is reflected under the Terms of Reference, attached herein as Annex "B", and shall be an integral part hereof.

#### 2. Term

The term of the Contract shall commence <u>from receipt of Notice</u> <u>to Proceed until 30 November 2022</u> unless the same is terminated by either party upon written notice, thirty (30) days prior to the intended date of termination, or immediately upon proof of violations prescribed under Annex "I" of the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184).

In no instance shall the term of the contract shall be extended without undergoing the necessary procurement process as prescribed under R.A. No. 9184.

### 3. Payment

### A. Consultant's Fee

As consideration for the full and faithful performance by the Consultant of his obligations under this Agreement, and the completion of the services in accordance with the terms and conditions set forth, the NPC shall pay the Consultant a total amount of Six Hundred Thousand Pesos (Php 600,000.00) inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws.

The contract price shall constitute the entire remuneration payable to the **Consultant**. 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.

# B. Payment of Services

Full payment shall be made in Philippine Pesos upon completion of all the required deliverables and submission of the following:

- i. Accomplishment Report and
- ii. Certificate of Acceptance of Output.

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

# 4. Project Administration

NPC designates Atty. IVIN RONALD D.M. ALZONA, Executive Director IV as the representative responsible for the coordination of tasks and deliverables under the Contract. The Office of the Executive Director shall be responsible for the acceptance of the deliverables/Accomplishment Report submitted by the Consultant prior to payment.

### 5. Performance Standard

The **Consultant** undertakes to perform the services detailed under Annex "B" with the highest standards of professional, ethical competence, and integrity.

### 6. Confidentiality

The Consultant shall not, during the term of this Contract, and after its expiration, disclose any proprietary or confidential information relating to the performance of services, this Contract or NPC's business and operations, without the prior written consent of the latter.

#### 7. Non-Disclosure

All non-public confidential or proprietary information relating to NPC, whether written or oral, and whether or not communicated as confidential information by NPC to the Consultant, which the Consultant may have access to in the course of this Contract, shall not be disclosed to any person even after its termination.

The **Consultant** shall sign a Non-Disclosure Agreement and shall be made an integral part of this Contract.<sup>1</sup>

#### 8. Amendments

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

# 9. Suspension of Contract

The NPC may, by virtue of a written notice of suspension addressed to the Consultant, suspend all payments if the Consultant fails to perform any of its obligations due to its own fault or due to force majeure or other circumstances beyond the control of either party. Provided that, such notice of suspension shall contain the following, to wit: a) Specify the nature of the failure; and b) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

The Procuring Entity can order the resumption of work if the grounds for work suspension no longer exist, and the continuation of the work is practicable.

# 10. Termination of Contract

The NPC, by written notice sent to the Consultant, may terminate the Contract, in whole or in part, in accordance with Annex "I" of the IRR of R.A. No. 9184.

The notice of termination shall specify the cause of termination in accordance with Annex "I" of the IRR of R.A. No. 9184, stating the extent to which the performance of the **Consultant** under the contract is terminated, and the date upon which such termination becomes effective.

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

The NPC may also terminate the Contract for default when any of the following conditions attend to its implementation, to wit: a) Outside of force majeure, the Consultant 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 Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar

<sup>&</sup>lt;sup>1</sup> Non- Disclosure Agreement dated

days after the **Consultant's** receipt of the notice from **NPC** stating that the circumstance of force majeure is deemed to have ceased; or c) The **Consultant** fails to perform any other obligation under the contract.

The Consultant may terminate its agreement with NPC if the latter is in material breach of its obligations pursuant to the contract, and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach.

Termination of contract encompasses all causes and grounds provided under R.A. No. 9184.

# 12. Relationship

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

# 13. 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 of failure, the dispute or difference shall be submitted to an alternative dispute resolution, including arbitration, in accordance with the rules provided under 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 located in Pasay City, Philippines, to the exclusion of all other courts.

# 14. Ownership of Material

All articles, plans, studies, reports or other materials prepared by the **Consultant** for **NPC** under the Contract shall exclusively belong to and remain the property of **NPC**.

# 15. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract, he shall be disqualified from providing goods, works or services (other than the services or any continuation thereof) for any project resulting from or closely related to the herein services provided to NPC.

#### 16. Insurance

The **Consultant** will be responsible for taking out any appropriate insurance coverage.

#### 17. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it.

# 18. Law Governing Contract and Language

The Contract shall be governed by the laws of the Government of the Philippines, and the language of the Contract shall be in the English language.

## 19. Other Provisions

The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Contract. In the event of conflict between the terms of this 2

Contract and all relevant Annexes, the terms of this Contract shall prevail.

NATIONAL PRIVACY COMMISS	ION	
By:	By:	
ATTY. JOHN HENRY D. NAGA Privacy Commissioner  JENSEN JOY L. BALLICUD  Accountant II	Jen V	
	igned in the Presence of:	3
Signature over Printed Name	Signature over Prin	ıted Name

[Acknowledgment page follows.]

#### **ACKNOWLEDGEMENT**

Republic of the Philippines )
City of Pasay ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMM. TAX CERT. NO. and copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA		

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

This instrument consists of six (6) pages including this page wherein this Acknowledgement is written and signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_ 2 1 2022 at Pasay City, Philippines

Doc. No.: 301
Page No.: 191
Book No.: 197
Series of 2022.

NOTARY PUBLIC

INIT 719 TOWER ESTA RESIDENCES MOA. PASAY CIT.
MY COMMISSION EXPIRES ON DEC. 31, 2020

BM 3795 2ND EXTENSION UNTIL JUNE 30, 2022

PTR NO. 7696496/1-3-22 ROLL NO. 38180

BP LIFE TIME NO. 06732: CAM SUR CHAPTER
MCLE NO. VI-0024746 MAY 712019



# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on in Pasay City, Philippines, by and between:

The NATIONAL PRIVACY COMMISSION, represented by Privacy Commissioner ATTY. JOHN HENRY D. NAGA hereinafter referred to as the "NPC";

Filipino, of legal age and residing at

referred to as the "Consultant".

The undersigned Consultant hereby covenants and agrees as follows:

# 1. CONFIDENTIAL INFORMATION

The term "confidential information" means those personal information, sensitive personal and privileged information, and other information, knowledge or data which is gained or acquired by the **Consultant** on the occasion of his contract/assignment with the **NPC**, under any circumstances whether deliberate or accidental, and from any sources, whether verbal, written or recorded (such as sound recordings, photographs, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement, except for the following:

a) Information that is generally known to the public;

b) Information that is currently or subsequently becomes generally available to the public through no wrongful act of the NPC or any of its Consultant;

c) Information that is known and possessed by the Consultant prior to the disclosure to the Consultant by the NPC, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operations of the NPC and other government agencies and endanger the national security or prejudice public interest; and

d) Information that the **NPC** expressly approved to be disclosed by the **Consultant**, when used in accordance to the approved purpose of disclosure.

Notwithstanding the foregoing exceptions, any other information expressly designated by the **NPC** *En Banc* as sensitive and privileged shall be considered confidential information, provided it is duly communicated to the **Consultant**.

# 2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The Consultant shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the Consultant, pursuant to Section 8 of Republic Act No. 10173 also known as the "Data Privacy Act of 2012", and shall disclose confidential information only to the NPC's Commissioners, Directors and Division Chiefs, and to the extent necessary for the effective performance of his duty, to the rank-and-file staff and other persons contracted by the NPC for examination and improvement of the systems and other processes.

The **Consultant** shall maintain the duty of professional secrecy regarding confidential information to which the **Consultant** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

In the event of disclosure and dissemination of confidential information to NPC Commissioners, Directors, officers, staff, or other persons contracted to do specific duties; the Consultant shall inform the recipient/s of the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

# 3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The Consultant shall return to the NPC all data, information, documents, materials, and other property in relation to the contract with NPC, which are in the possession, control, and custody of the Consultant, and those which are obtained during the Consultant 's term, employment or contract within 15 calendar days upon termination of the contract. The Consultant shall not retain copies or duplicates of the abovementioned property.

# 4. NOTICE OF DISCLOSURE

In the event that the **Consultant** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Consultant** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Consultant** shall take all possible measures to limit such disclosure and make best efforts to afford the confidential information the highest level of protection.

In the event that the **Consultant** accidentally makes an unauthorized disclosure of any confidential information, the **Consultant** must promptly notify the **NPC** and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate the potential damage.

The Consultant shall also report and notify the NPC, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breach of this Agreement committed by other Consultant /S of the NPC and cooperate in protecting the confidential information and imposing sanctions on the Consultant /S responsible for the breach.

### 5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultant** agrees that in the event of his violation of this confidentiality agreement, he shall be subject to prosecution for violation of any, and all applicable penal laws, in addition to and without prejudice to any civil and/or administrative liability that may likewise arise, and for any and all damages that may be caused to the **NPC** and other aggrieved parties, directly or indirectly. Violation of this Agreement shall likewise be understood to constitute grave misconduct on the part of the **Consultant**.

The NPC shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Consultant** from directly or indirectly continuing the commission of the act restrained by the NPC in relation to the breach of the **Consultant** 's obligation to maintain confidentiality or any violation of this Agreement.

### 6. FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER

No failure or delay by the Parties in exercising any right, power or privilege hereunder shall constitute waiver or estoppel nor will any single or partial exercise preclude further exercise thereof.

#### 7. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the law of the Republic of the Philippines. All applicable laws and regulations shall be deemed read into this Confidentiality Agreement.

# 8. MISCELLANEOUS

This Agreement will inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties. Neither party may assign its rights and delegate its obligations under this Agreement without the other party's written consent.

If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which, it shall be severed from this Agreement with the balance of this Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other case or circumstances, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.

ATTY. JOHN HENRY D. NAGA  Privacy Commissioner  National Privacy Commission	Consultant
Signed in the	presence of:
Witness	Witness
[Acknowledgme	nt page follows.]

### **ACKNOWLEDGMENT**

Republic of the Philippines) Pasay City

personally appeared the following persons with their government-issued identification cards, to wit:

Name	ID No.	Date/Place Issued
ATTY. JOHN HENRY D. NAGA		

known to me and to me known to be the same persons who executed the foregoing instrument and the parties have acknowledged to me that the same is their free and voluntary deed.

This instrument consists of four (4) pages including this page wherein this Acknowledgement is written and signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL at the place and on the date above mentioned.

Doc. No. Page No.

Book No.

Lass Series of

ATTY. ELENA MELITAL C NOTARY PUBLIC . CHICA-LLEDU

INIT 719 TOWER E SEA BESIDENCES MOA, PASAY CIT MY COMMISSION EMPIRES ON DEC. 31, 2020 BM 3785 2ND EXTENSION UNTIL JUNE 30. 2022 PTR NO. 7595496/1-3-22 ROLL NO. 38180 BP LIFE TIME NO. 08732: CAM SUR CHAPTER

MCLE NO. VI-0024746 MAY 712019



### NOTICE OF AWARD

MAY 1 8 2022

ATTY. AURELLE DOMINIC NARAG

Proprietor

Atty. Narag Legal Consultancy

Dear Atty. Narag,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 032-2022, series of 2022, the contract for the procurement of Consultancy Services - Technical Consultant amounting to a total of Six Hundred Thousand Pesos (Php 600,000.00) for a contract period of six (6) months is awarded to you consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

Digitally signed by Naga John

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner Head of the Procuring Entity
Date: MAY 18 2022

Conforme:

ATTY. AURELLE DOMINIC NARAG

Proprietor

Atty. Narag Legal Consultancy Date: <u>MAY 2 3 2022</u>

Ref. No.: 016-2022

NPC\_BAC\_NOA-V1.0, R0.0, 05 May 2021



#### NOTICE TO PROCEED

Date Issued: \_\_JUN 0 1 2022

ATTY, AURELLE DOMINIC E. NARAG

Dear ATTY. NARAG:

Notice is hereby given to ATTY. AURELLE DOMINIC E. NARAG for the commencement of the procurement for the Consultancy Services-Technical Consultant for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Consultancy 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. NAGA Head Of the Procuring Entity

I acknowledge receipt of this notice on \_

JUN 0 1 2022

Name of the authorized representative of the Bidger ATTY. AURELLE DOMINIC E. NARAG

Signature of the authorized representative\_

Ref No.: ADMIN-22-00641

NPC\_FAO\_ASD\_NTP-V1.0, R0.0, 19 August 2021