



BIDS AND AWARDS COMMITTEE
Resolution No. 047-2024, Series of 2024

**RECOMMENDING THE AWARD FOR THE MANAGEMENT CONSULTANT OF THE OFFICE
OF THE PRIVACY COMMISSIONER (OPC)**
(APP Item No. 2024-0032)

WHEREAS, the National Privacy Commission (NPC) is the country's privacy watchdog, an independent body mandated to administer and implement the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection. It ensures the free flow of information, committed to excellence driven by a workforce that is highly competent future-oriented, and ethical, toward a competitive, knowledge-based, and innovative nation;

WHEREAS, the NPC needs to ensure the proper operations by providing appropriate staff support who has expertise or knowledge in financial and administrative management. In this regard, the services of an outsourced Consultant shall provide the complementary requirements of the commission;

WHEREAS, Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184 allows the procurement of Individual Consultants through Negotiated Procurement under the Highly Technical Consultants modality, provided that the work to be done is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary considerations for the hiring of the individual consultant. In line with this, the term of the individual consultants shall, at the most, be on a six-month basis, renewable at the option of the HOPE, but in no case shall exceed the term of the latter;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with APP Item No. 2024-0032 with an Approved Budget for Contract of Php660,000.00;

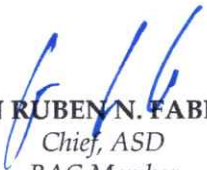
WHEREAS, on June 24, 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) evaluated the submitted quotation in accordance with the provisions of R.A. 9184 and its revised IRR, and the submitted terms of reference or technical specifications, were duly considered in recommending the award to the consultant: [REDACTED] with a bid price of Six Hundred Sixty Thousand Pesos (Php660,000.00).

NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of the contract for the procurement of **MANAGEMENT CONSULTANT OF THE OFFICE OF THE PRIVACY COMMISSIONER** in the total amount **SIX HUNDRED SIXTY THOUSAND PESOS (Php 660,000.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 24 June 2024 via a combination of on-site and videoconference meetings.

ATTEST:


TERESA M. PARAGAS
Executive Assistant IV, OPC
Provisional BAC Member/End-User


MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member


Digitally signed
by Cabatu
Rodolfo Serios Jr
ATTY. RODOLFO S. CABATU, JR.
Chief, EnD
BAC Member


Digitally
signed by
Nieva Aubin
Romero
ATTY. AUBIN ARN R. NIEVA
Director IV, DASCO
BAC Vice Chairperson


Digitally signed
by Patula Maria
Theresita Elnar
ATTY MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: JUN 27 2024 



NOTICE OF AWARD

Date Issued: JUN 27 2024

[REDACTED]
Consultant
[REDACTED]

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 047-2024 series of 2024, the contract for procurement of the **Management Consultant** amounting to **Six Hundred Sixty Thousand Pesos (Php660,000.00)** is awarded to you, 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
Mendoza
Ma. Josefina
Eusebio

Conforme:

[REDACTED]
Consultant
[REDACTED]

Date: JUN 27 2024

CONSULTANCY CONTRACT

This Consultancy Contract (the "Contract"), is made and entered into this 28 JUN 2024 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** (the "NPC");

and

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

NPC and the **Consultant** shall hereafter be referred to collectively as the "**Parties**."

WITNESSETH, that:

WHEREAS, the NPC has authorized the procurement of the project "Management Consultant" under Item No. 2024-032 of the NPC Annual Procurement Plan for F.Y. 2024;

WHEREAS, the NPC requires a Highly Technical Consultant with knowledge and expertise in financial and administrative management to the Office of the Privacy Commissioner as detailed in the Terms of Reference (TOR). A copy of the TOR is attached herewith as **ANNEX "A"** and made an integral part of this Contract;

WHEREAS, the **Office of the Privacy Commissioner (OPC)** has justified to the Bids and Awards Committee the engagement of the **Consultant** in accordance with the conditions set forth in *Annex "H" of the Government Procurement Reform Act or Republic Act No. 9184 (R.A. 9184) and its Revised Implementing Rules and Regulations as of 15 April 2024 (IRR of R.A. 9184)*;

WHEREAS, the **OPC** has resorted to Negotiated Procurement pursuant to *Section 53 R.A. 9184 and Section 53.7 of IRR of R.A. 9184*;

WHEREAS, Negotiated Procurement of Consulting Services may be employed in cases where individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant: Provided, however, that the term of the individual consultants shall at the most, be on a six (6) month basis, renewable at the option of the appointing Head of Procuring Entity, but in no case shall exceed the term of the latter;

WHEREAS, the **Consultant**, signifying to have the requisite governmental permits, licenses, and the necessary qualifications, expertise, experience, and resources, has proposed to undertake all that which is necessary for completing the services according to the standard stipulated under the Terms of Reference and within the agreed period;

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

WHEREAS, on 27 June 2024, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 047-2024, Series of 2024**, recommending the Award of Contract for Management Consultant to 

2024-06-0011



WHEREAS, on 27 June 2024, the Head of the Procuring Entity issued the Notice of Award to [REDACTED]

WHEREAS, the Parties have executed this Contract in accordance with the procurement processes under the R.A. 9184, its IRR, and relevant issuances;

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

1. **Services** The **Consultant** shall provide the services as described in the attached TOR.

The TOR detail the scope of work, duties, responsibilities, and any other necessary information for the successful execution of the services.

2. **Term** The term of the contract is Six (6) months, which shall commence from 01 July 2024 until 31 December 2024.

In no instance shall the term of the Contract be extended, unless the same is extended by the **NPC** after written notice to the **Consultant** prior to its expiration and after undergoing the necessary procurement process, as prescribed by R.A. 9184 and its IRR.

Any amendment to the delivery date of the contract shall be agreed upon in writing by the **Parties**. Any extension required by the **Consultant** to deliver the agreed services shall not involve any additional cost to **NPC**.

3. **Payment** 3.1 **Consultant's Fee**

As consideration for the full and faithful performance by the **Consultant** of the obligations under this Contract and the completion of the services in accordance with the terms and conditions herein set forth.

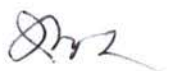
The **NPC** shall pay the **Consultant** the amount of **Six Hundred Sixty Thousand Pesos (Php660,000.00)**, inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws for the whole duration of the Contract. Payment shall be made every month for One Hundred Ten Thousand Pesos (Php110,000.00) for Six months contract.

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.

3.2 **Payment of Services**

Full payment shall be made in Philippine Peso upon completion of all the required deliverables and submission of the following, as certified by the **NPC** or their duly authorized representative:

- i. Accomplishment Report;
- ii. Certificate of Acceptance of Output; and
- iii. Other documents required by the Finance and Administrative Office (FAO) or the End-user/Unit.



TIMELINE	OUTPUT
July 01-July 31, 2024	Actual Output *as stated in the terms of reference.
August 1-31, 2024	Actual Output *as stated in the terms of reference.
September 1-30, 2024	Actual Output *as stated in the terms of reference.
October 1-31, 2024	Actual Output *as stated in the terms of reference.
November 1-30, 2024	Actual Output *as stated in the terms of reference.
December 1- 31, 2024	Actual Output *as stated in the terms of reference.

3.3 Release of Payment

The payment shall be released upon submission by the **Consultant** of the required outputs and deliverables under this Contract and its Annex/es as certified by the Office of the Privacy Commissioner or their duly authorized representative.

3. 4 Compliance with Tax Regulations

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

No payment shall be made to the **Consultant** without proof of registration with the Bureau of Internal Revenue (BIR) and the issuance of a Tax Identification Number (TIN).

4. Suspension The **NPC** may, by written notice of suspension to the **Consultant**, suspend all payments to the **Consultant** if he or she fails to perform any obligation due to their own fault, *force majeure*, or other circumstances beyond the control of either **Party**. Such notice of suspension shall: a) specify the nature of the failure; and b) request the **Consultant** to remedy such failure within a period not exceeding thirty (30) days from receipt by the **Consultant** of the notice of suspension.

The **NPC** may order the resumption of work if the grounds for work suspension no longer exist, and the continuation of the work is practicable.

5. Termination The Contract may be terminated by either **Party** after written notice to the other **Party** within thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of *IRR of R.A 9184*;

The notice of termination shall specify the following:

- a. The cause of termination in accordance with Annex "I" of the *IRR of R.A 9184*;
- b. The extent to which the performance of the **Consultant** under the Contract is terminated; and
- c. The date upon which such termination becomes effective.

The **Parties** may terminate the Contract based on the following grounds:



1. The **NPC** shall terminate a contract for default when any of the following conditions are present in the implementation:
 - 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 **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 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.
2. The **NPC** may terminate the contract, in whole or in part, at any time for its convenience.
3. The **NPC** shall terminate the contract if the **Consultant** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. The termination will be without compensation to the **Consultant**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **NPC** and/or **Consultant**.
4. The **NPC** may 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.
5. The **Consultant** may terminate its Contract with the **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.
6. **Project Administration** The **NPC** shall designate **Mr. ERWIN D. ESPENILLA, Head Executive Assistant**, as the Representative responsible for the coordination of tasks and deliverables under the Contract. The **Office of the Privacy Commissioner (OPC)** shall be responsible for the acceptance of the deliverables/ Accomplishment Report submitted by the **Consultant** prior to payment.
7. **Performance Standard** The **Consultant** shall perform the services and promptly submit performance reports to the **NPC** as necessary and as detailed in Annex "A" herein, with the highest standards of professional and ethical competence and integrity consistent with industry standards. The **NPC** shall have the right and authority to access, monitor, and audit the records of the **Consultant** pertinent to contractual compliance.
8. **Confidentiality & Data Privacy** During the term of this Contract, and after its expiration or termination, any data received by the **Consultant** from the **NPC** shall be treated as confidential information. The **NPC** system, its components, parts, all the product samples and specifications, data, ideas, technology, and technical and non-technical materials, all, or any of which may be derived from any



of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") shall also be considered confidential.

In line with this, the **Consultant** agrees to strictly observe the following:

- a. Confidential information shall not be disclosed to any person without authority from the **NPC** or the relevant Government department or agency.
- b. The **Consultant** shall ensure the secure processing of these types of data in accordance with the technical, organization and physical measures provided by the *Data Privacy Act of 2012 (R.A 10173)*, its *Implementing Rules and Regulations (IRR)* and other relevant issuances. The **Consultant** shall adhere to the rules on data breaches consistent with their privacy policy and privacy laws, subject to liability under the law.
- c. The processing of any data containing personal and sensitive personal information received by the **Consultant** from the **NPC**, if any, shall comply with the provisions of the *R.A 10173*, its *IRR* and other issuances. It shall adhere to the Data Privacy Principles of Transparency, Legitimate Purpose, and Proportionality.
- d. The **Consultant** shall hold the Proprietary Information in strict confidence. The **Consultant** furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without the prior written approval of the **NPC**.
- e. All persons employed by and/or connected with the **Consultant** shall not disclose any information or document that was obtained from the **NPC** due to this Contract.

9. Non-Disclosure of Confidential Information

The **Consultant** undertakes that during the term of this Contract and after its termination, any proprietary, confidential, financial, and personal information relating to the consultancy services, this Contract, and **NPC's** business, operations, and personnel shall not be disclosed to any third person without the prior written consent of the **NPC**.

The **Consultant** shall sign a Non-Disclosure Agreement which shall form part of this Contract.¹

10. Intellectual Property Rights

Any ownership of copyright and any other proprietary rights in all articles, plans, reports, studies, and other materials prepared and produced by the **Consultant** in the performance of their assigned duties shall be the exclusive property of **NPC**.

11. Conflict of Interest

During the term of this Contract, the **Consultant** 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**. The **Consultant** shall be disqualified from engaging in activities that will be prejudicial to the interests of the **NPC** and/or that will interfere with the technical, objective, and impartial performance of their obligations under this Contract. The **Consultant** shall always uphold the paramount interests of the **NPC**.

12. Liability

The **Consultant** shall ensure reasonable standards of skills, integrity, and reliability throughout the work conducted. The **Consultant** shall

¹ Non-disclosure Agreement dated 28 June 2024



indemnify and hold the **NPC** harmless from liability and damages as a result of the fault, negligence, error, or omission of the **Consultant**, without prejudice to other legal remedies available to the **NPC**.

The **NPC** shall not, in any circumstance, be liable to the **Consultant** for any indirect or consequential loss from any cause, such as, but not limited to, loss of anticipated profits, goodwill, reputation, or losses or expenses resulting from third-party claims. The **Consultant** shall assume all responsibilities and obligations for personal safety.

*(Note: In cases involving software, products, or licenses, the **Consultant** shall warrant that he or she does not infringe on any intellectual property or other proprietary rights when granted).*

- 13. Breach of Contract** In case there is a breach of this Contract, the **Consultant** shall pay liquidated damages amounting to at least equal to one-tenth one percent (0.001) of the cost of the unperformed portion for every day of delay. In the event that the amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **NPC** may rescind or terminate the contract, without prejudice to other courses of action and remedies, in accordance with *R.A. 9184*, its *IRR* and other relevant issuances.
- 14. Insurance** The **Consultant** shall be responsible for taking out any appropriate insurance coverage for goods, works, or services rendered to the **NPC** and for informing the **NPC** of such insurance.
- 15. Assignment** The **Consultant** shall not assign or delegate this Contract or its rights or obligations under this Agreement.
- 16. Law Governing Contract & Language** The Contract shall be governed by the laws of the Philippines. The language of the Contract shall be English. The implementation of this Contract shall be subject to the *R.A. 9184* its *IRR*, and other relevant issuances of the Government Procurement Policy Board.
- 17. 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. If best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution in accordance with the rules provided in the *Alternative Dispute Resolution Act of 2004 (R.A. 9285)*
- 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.
- 18. Amendments** No modification, amendment, or supplement to this Contract shall be effective for any purpose, unless the same is in writing, signed, and agreed to by both **Parties**.
- 19. Relationship** This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between the **Parties**. It is specifically understood that the **Consultant** is an independent contractor and shall not be considered as an employee of **NPC**. As such, the **Consultant** shall not be entitled to other benefits and emoluments normally accorded to regular officers and staff of the **NPC**.
- 20. Separability** If any term, condition, or part of the provisions contained in this Contract is found to be invalid, unlawful, or unenforceable to any extent, such term,



condition, or provision shall be severed from the remaining provisions. The remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Miscellaneous 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 Contract and all relevant Annexes, the terms of this Contract shall prevail. No other statements pertaining to the consultancy services herein provided, whether oral or written, express or implied, made by the **Parties** shall bind them. This Contract shall supersede any prior expressions of intent, understanding, or agreement, with respect to the subject matter hereof.

In implementing the transactions covered in this Contract and in dealing with each other, the **Parties** shall adhere to and be guided by the principles of fairness and equity at all times.

All notices pertaining to this Contract shall be addressed to the **Parties** herein indicated and sent to their respective addresses as herein provided.

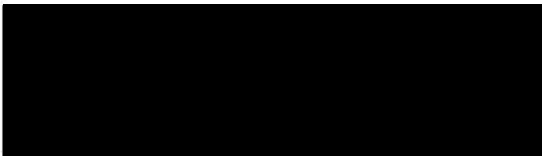
IN WITNESS WHEREOF, the **Parties** hereunto affixed their signature on the date and in the place first above-written.

NATIONAL PRIVACY COMMISSION

By:

By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Consultant


JOHANA CARLA T. GOMEZ
Accountant III

Signed in the Presence of:



Signature over Printed Name



Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

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	Competent Proof of Identity	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 nine (9) pages including this page wherein this Acknowledgment is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 28 day of JUN 28 2024, 2024 at Pasay City, Philippines

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Page No.: 61
Book No.: I
Series of 2024.

ATTY. GILBERT JOSHUA D. UKOLAZA
NOTARY PUBLIC
Commission No. 2023-085
Attorney's Roll No. 81242
Valid Until December 31, 2024
IBP O.R. No. 371423, 12-21-2023, Manila II
PTR OR No. 1571018, 01-26-2024, Manila
Admitted to the Bar May 2022
814 Earnshaw St., Brgy. 460, Sampaloc, Manila



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 28 June 2024 in Pasay City, 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**, (the "NPC");

and

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

The undersigned **Consultant** hereby covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

The term "confidential information" shall refer those personal, sensitive personal, and privileged information, and other information, knowledge, or data which is gained or acquired by the **Consultant** on the occasion of their contract or assignment with the **NPC**, under any circumstances, whether deliberate or accidental, and from any communications, document, writing, recording, photograph or other record in any form (such as sound recordings, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement. Further, any other information expressly designated by the Commission *En Banc* as sensitive and privileged shall also be considered confidential information, provided it is duly communicated to the **Consultant** except for the following:

- 1.1 Information that is generally known to the public;
- 1.2 Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or the **Consultant**;
- 1.3 Information that is known and possessed by the **Consultant** prior to the disclosure 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;
- 1.4 Information that is required to be disclosed in a judicial or administrative proceeding, or otherwise requested or required to be disclosed by law or regulation, although the requirements herein shall apply prior to any disclosure; and
- 1.5 Information that the **NPC** expressly approved to be disclosed by the **Consultant**, when used in accordance with the laws, this Agreement, and the approved purpose of disclosure.

Notwithstanding the foregoing exceptions and those provided in the *Data Privacy Act of 2012* (R.A. 10173) and its *Implementing Rules and Regulations (IRR)*, the **Consultant** shall ensure the secure processing of personal, sensitive personal, and privileged information obtained in accordance with the Act, its implementing regulations, and other relevant issuances.

2. TERM

This Agreement shall be in full force immediately upon its execution for a period of six (6) months. Notwithstanding the foregoing, the confidentiality of information shall be maintained despite the termination of this Agreement and any further processing of personal data shall be compliant with R.A 10173, its IRR, and relevant issuances of the NPC.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

The NPC shall own exclusively all the rights, title, and modifications pertaining to the confidential information. The **Consultant** shall not be granted any other right or license, whether expressed or implied, to the confidential information.

4. USE OF CONFIDENTIAL INFORMATION

The **Consultant** shall utilize the confidential information received during the term of this Agreement solely for the execution of the obligations under this Agreement and for any written additional purposes authorized by the NPC. The **Consultant** shall not use the confidential information to benefit themselves or third parties or in any manner adverse or detrimental to the NPC.

5. 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 R.A 10173. The **Consultant** may only disclose confidential information to the NPC's commissioners, directors, and division chiefs, and concerned personnel but only to the extent necessary for the effective performance of his duty.

The **Consultant** shall treat the confidential information in the strictest confidence and, at a minimum, will take reasonable precautions to prevent disclosure, directly or indirectly, to any other party.

The **Consultant** shall maintain the duty of professional confidentiality with regard to confidential information to which the **Consultant** was given access even after the term of the Agreement has ended, as provided for in R.A 10173, its IRR, and other NPC 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 privacy of the confidential information disclosed to them.

Neither **Party** shall disclose in any manner the discussions that gave rise to this Agreement nor those covered by this Agreement without the prior written consent of the other **Party**.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that the **Consultant** is required to disclose confidential information pursuant to any judicial or administrative order, discovery or regulatory request, subpoena, or other method allowed under the law, the **Consultant** shall promptly give a written notice seven (7) days prior, to the NPC to allow the NPC to make such disclosure subject to a protective order or other appropriate remedy for the preservation of the information's confidentiality. The NPC and the **Consultant** shall take all possible measures to ensure that such disclosure is proportional to the purpose and make best efforts to afford the confidential information the highest level of protection.

7. SAFEKEEPING OF CONFIDENTIAL INFORMATION

The **Consultant** shall adhere to the required organizational, physical, and technical security measures and shall keep the access of confidential information limited to the **Party's** employees



or agents and only to accomplish the purpose for which this Agreement was made, in accordance with the NPC Circular on security of personal data in the government and the private sector and other relevant issuances.

The **Consultant** shall remain liable for any unauthorized disclosure by their employees or agents to other persons. Each **Party** shall ensure that their employees or agents having access to the confidential information adhere to the terms and conditions of this Agreement.

8. RETURN OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Consultant** shall return to the NPC all data, information, documents, materials, and other property, in relation to the Agreement with the NPC, which are in the possession, control and custody of the **Consultant** and which are obtained during the **Consultant**'s term, employment, or contract within **fifteen (15) calendar days** upon the following:

- 1.1 Completion of the undertaking subject of this Agreement;
- 1.2 Termination of this Agreement; or
- 1.3 Reasonable request of the NPC.

The **Consultant** shall not retain copies or duplicates of the abovementioned property.

9. NOTICE OF BREACH OF CONFIDENTIALITY

The **Consultant** shall notify the NPC within seventy-two (72) hours upon knowledge of or reasonable belief that a personal data breach, an unauthorized disclosure or use of confidential information, or a breach of this Agreement has occurred, unless there is a reason to postpone or omit notification, subject to the approval of the NPC. The **Consultant** shall cooperate with NPC to regain possession of the confidential information and prevent its further unauthorized use and shall comply with the pertinent rules and requirements under the NPC issuances on breach management or other relevant issuances.

10. NO REPRESENTATIONS OR WARRANTIES

The confidential information provided under this Agreement is provided as it is and without any representations or warranties, either express or implied, on its accuracy, completeness, or quality. Either Party shall not incur any liability to the other Party relating to or arising from the use of the confidential information in accordance with this Agreement.

11. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultant** shall be subject to prosecution for violation of this Agreement and all applicable penal laws, in addition to and without prejudice to any civil and/or administrative liability that may likewise arise, and for 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. The NPC shall also be entitled to recover its costs and fees, including reasonable attorneys' fees incurred in obtaining any such relief. Further, the prevailing **Party** shall be entitled to recover its reasonable attorneys' fees and expenses, in the event of litigation relating to this Agreement.

12. 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. The NPC cannot be put in estoppel by the mistakes or errors of its officials or agents.



13. GOVERNING LAW

This Agreement shall 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.

14. MISCELLANEOUS

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

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both **Parties**. If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and the invalid provision shall be reformed to the maximum extent permitted to preserve the **Parties'** original intent.

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

NATIONAL PRIVACY COMMISSION

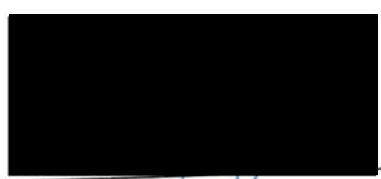
By:

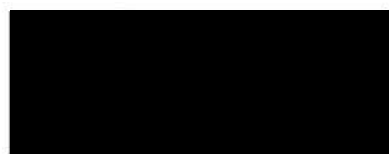
By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Consultant

Signed in the Presence of:


Signature over Printed Name


Signature over Printed Name

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

BEFORE ME, a Notary Public for and in Pasay City on 1 JUN 28 2024,
personally appeared the following persons with their government-issued identification cards, to
wit:

NAME	Competent Proof of Identity	Date/Place Issued
ATTY. JOHN HENRY D. NAGA	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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 five (5) pages including this page wherein this Acknowledgment is written, and is 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.

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Series of 2024


ATTY. GILMAR JOSHUA D. UROLAZA
NOTARY PUBLIC
Commission No. 2023-085
Attorney's Roll No. 81242
Valid Until December 31, 2024
IBP O.R. No. 371423, 12-21-2023, Manila II
PTR OR No. 1571018, 01-26-2024, Manila
Admitted to the Bar May 2022
814 Earnshaw St., Brgy. 460, Sampaloc, Manila



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE TO PROCEED

01 JUL 2024
Date Issued: _____

[REDACTED]
Consultant
[REDACTED]

Dear [REDACTED]

Notice is hereby given to [REDACTED] for the commencement of the services as **MANAGEMENT CONSULTANT** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Memorandum of Agreement.

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
Privacy Commissioner
Head Of the Procuring Entity

01 JUL 2024

I acknowledge receipt of this notice on _____
Name of the Consultant [REDACTED]
Signature of the Consultant [REDACTED]