



BIDS AND AWARDS COMMITTEE
Resolution No. 042-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
OF THE RECERTIFICATION (ISO CERTIFYING BODY) (APP Item No. 2024-0044)**

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

WHEREAS, the NPC strives to embody the ideals of good governance in its day to day operations, ensuring transparency, accountability and if its efficient processes for the performance of its mandate and provisions of public service;

WHEREAS, the QMS refers to the organizational structure, responsibilities, procedures, processes, and resources needed to implement quality management;

WHEREAS, the NPC will procure and engage a third party ISO certifying body to assess and rectify the Quality Management System and procedures developed and established by the NPC;

WHEREAS, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184 recognizes Alternative Mode (Small Value Procurement) as a method of procuring services where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) with APP Item No. 2024-0044 with an Approved Budget for Contract of Php500,000.00;

WHEREAS, a Request for Quotation was posted in the PhilGEPs and NPC website, as well as the NPC bulletin board on 18 May 2024;

WHEREAS, three (3) bidders submitted their quotations namely: (1) A Wide Quality Assessment Company (WQA Phils Inc.) (2) Socotec Certification Philippines, Inc. (3) TUV Rheinland Philippines, Inc.;

WHEREAS, on 5 June 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotation and determined that Socotec Certification Philippines, Inc. has the lowest calculated and responsive quotation with a bid price amounting to Three Hundred and Thirty-Seven Thousand Six Hundred Eighty Pesos (Php337,680.00);

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 Recertification (ISO CERTIFYING BODY) to SOCOTEC Certification Philippines Inc. with the total amount **Three Hundred and Thirty-Seven Thousand Six Hundred Eighty Pesos (Php337,680.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 05 June 2024 via combination of on-site and videoconference meeting.

ATTEST:


JAMES B. PALOMAR
Administrative Officer III
Provisional BAC Member/End-User


 Digitally signed
by Cabatu
Rodolfo Serios Jr

ATTY. RODOLFO S CABATU JR.
Chief, EnD
BAC Member


MARLON RUBEN N. FABRICANTE
Chief, ASD
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 24 2024



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



NOTICE OF AWARD


Date Issued: **JUN 24 2024**

[REDACTED]
2f JD Tower, Commerce Avenue,
Madrigal Business Park, Ayala Alabang,
Muntinlupa

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 042-2024 series of 2024, the contract for the Recertification (ISO Certifying Body) amounting to **THREE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED EIGHTY PESOS (Php337,680.00)** VAT inclusive, is awarded to the Socotec Philippines, 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

JUN 24 2024

Digitally
signed by
Mendoza
Ma. Jovelyn
Eusebio

Conforme:

[REDACTED]
SOCOTEC Certification Philippines, Inc.
2f JD Tower, Commerce Avenue,
Madrigal Business Park, Ayala Alabang,
Muntinlupa

Date: **JUN 27 2024**

**MEMORANDUM OF AGREEMENT FOR THE RECERTIFICATION
(ISO CERTIFYING BODY)**

KNOW ALL PERSONS BY THESE PRESENTS:

This **AGREEMENT** is made and entered into in AUG 30 2024 ^{MUNTINLUPA CITY} 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 -

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, (formerly: **AJA Registrars, Inc.**), a corporation existing under and by virtue of the laws of the Philippines, with office address at the 2F JD Tower Commerce Avenue, Madrigal Business Park Ayala, Alabang, Muntinlupa City, Philippines, herein represented by its [REDACTED] (the "**SERVICE PROVIDER**").

The **NPC** and the **SERVICE PROVIDER** shall hereinafter be referred to collectively as the "**PARTIES**".

WITNESSETH that:

WHEREAS, *Executive Order No. 605 series of 2007, "Institutionalizing the Structure, Mechanisms, and Standards to Implement the Government Quality Management Program, amending for the Purpose Administrative Order No. 161, s. 2006", (E.O. No. 605)* mandates all departments and agencies of the Executive branch to adopt a Quality Management System (QMS) as part of the implementation of a government-wide quality management program;

WHEREAS, to strengthen compliance with *E.O. No. 605*, **NPC** intended to procure and engage a Third-Party Certification Body to provide independent confirmation of National Privacy Commission - ISO 9001:2015 certification for the Second year based on ISO 9001:2015;

WHEREAS, the **NPC** has resorted to Alternative Mode (Small Value Procurement) pursuant to Section 53.9 of the *2016 Revised IRR of the Government Procurement Reform Act as of 15 April 2024 (IRR of R.A. 9184)*;

WHEREAS, Small Value Procurement may be resorted by the End-user when the procurement of Goods, Infrastructure, Projects and Consulting Services, where the amount involved does not exceed the threshold of One Million Pesos (P1,000,000) prescribed in *Annex "H" of IRR of R.A. 9184*;

WHEREAS, the End-user has justified to the **NPC** Bid and Awards Committee, which was approved by the Head of the Procuring Entity, the procurement of an ISO Certifying Body through Small Value Procurement;

WHEREAS, the **SERVICE PROVIDER** has signified to have the requisite governmental permits, licenses, and the necessary qualifications, expertise, experience, and resources, and has proposed to undertake all that which is necessary for completing the services according to the standard stipulated under the Terms of Reference (TOR) and within the agreed period. A Copy of the TOR is hereto attached as Annex "A" and made an integral part of this **AGREEMENT**.

WHEREAS, on 24 June 2024, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 042-2024, Series of 2024**, recommending the Award of Contract for Recertification (ISO Certifying Body) to **SOCOTEC CERTIFICATION PHILIPPINES, INC.**

WHEREAS, on 24 June 2024, the Head of the Procuring Entity issued the Notice of Award to **SOCOTEC CERTIFICATION PHILIPPINES, INC.**;

WHEREAS, the **PARTIES** have executed this **AGREEMENT** in accordance with the procurement processes under the *Republic Act No. 9184 or the Government Procurement Act (R.A 9184)* , its *Implementing Rules and Regulations (IRR)*, and relevant issuances;

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:

Article 1 - Scope of Services

The **SERVICE PROVIDER** shall provide services and outputs as specified and enumerated in the TOR, which will become an integral part of this **AGREEMENT**. The ISO 9001:2015 Recertification Audit shall cover the NPC QMS Third Party Certification Audit:

1. Commitment to treat with utmost confidentiality, all information and materials gathered and used relating to this engagement or the **NPC's** business or operation;
2. Preparation of the Certification Audit Plan with a schedule of activities for the entire duration of the engagement. The representatives from the certifying body shall coordinate with the QMR, through the QMS Secretariat, regarding any changes on the dates of audit schedules or any delay in the activities related to ISO certification;
3. Adherence to recertification audit schedule/appointment and any changes or adjustments of schedules as may be agreed upon. For any request for change or cancellation of schedule, however, at least a thirty (30) days' notice shall be given, and the said change/adjustment shall be made based on mutual agreement by both **PARTIES**;
4. Provision of information on any conflicts of interest and proposed approach to the resolution thereof;
5. The duly authorized representative of the **SERVICE PROVIDER** shall submit an audit report after conducting the recertification audit, as the case may be, within four (4) months upon receipt of the Notice to Proceed (NTP), or any mutually agreed schedules;
6. The **SERVICE PROVIDER** shall continue to perform the necessary tasks at no additional cost to the **NPC**, except the amount provided in the TOR, until the issuance of the ISO 9001:2015 Certificate to NPC QMS.

Article 2 - Relationship Between the Parties

2.1 Coordination with the SERVICE PROVIDER and NPC

The **SERVICE PROVIDER** shall coordinate fully with and report directly to NPC's Quality Management Representative or its authorized representative.

2.2 Independent Contractor



Nothing contained herein shall be construed as establishing or creating an employer-employee relationship between the **PARTIES**, it being understood that the position of the **SERVICE PROVIDER** and anyone else performing the **SERVICES** is that of an independent contractor.

Article 3 - Undertakings of the NPC

3.1 Access to the Project

NPC warrants that upon request of the **SERVICE PROVIDER**, it shall:

- 3.1.1 Assist in ensuring peaceful, secure, and safe working conditions for the **SERVICE PROVIDER** and its **PERSONNEL**.
- 3.1.2 Provide access to the site, upon prior notice by the **SERVICE PROVIDER**, to conduct a recertification audit.
- 3.1.3 Give the **SERVICE PROVIDER** thirty (30) days advance notice in the event of cancellation, postponement, or change in schedule, in accordance with the *R.A. 9184* , its *IRR*, and other issuances.

3.2 Data, Materials, Services, and Facilities

The **SERVICE PROVIDER** shall be responsible for all expenses incurred in obtaining the data, materials, and services, and facilities necessary to fulfill its duties under this **AGREEMENT**. However, it would be the responsibility of **NPC** to provide access in obtaining the information relevant to the execution of the services.

Article 4 - Rights, Duties and Liabilities of the Service Provider

4.1 Standard of Services

The **SERVICE PROVIDER** shall fulfill its obligations under this **AGREEMENT** by using its technical knowledge and according to the best-accepted professional standards.

The **SERVICE PROVIDER** shall exercise all reasonable skill, care, and diligence in the discharge of its duties and shall always work in the best interest of **NPC**. The **SERVICE PROVIDER** shall provide personnel with adequate qualifications and experience and of such number as may be required to fulfill the services.

Moreover, the **SERVICE PROVIDER** shall:

- 4.1.1 Provide One (1) qualified Lead auditor and at least Four (4) qualified Audit Team members to conduct audits in the name of the **SERVICE PROVIDER** (Note: The Audit Team may use external experts as necessary at no additional cost from the **NPC**);

Criteria for Technical Evaluation	Qualifications
Lead Auditor	<ul style="list-style-type: none">Degree relevant to the jobAt least five (5) similar projects (that is, ISO QMS Certification for government institutions); and at least 5 relevant projects (that is, ISO QMS Certification for private companies)
Audit Team Members	<ul style="list-style-type: none">Degree relevant to the job



	<ul style="list-style-type: none"> At least three (3) similar projects (that is, ISO QMS Certification for government institutions); and at least three (3) relevant projects (that is, ISO QMS Certification for private companies)
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4.1.2 Have no member of the audit team who has provided consultancy services for NPC or has been a former NPC employee within two (2) years prior to the audit;

4.1.3 Seek written approval from the NPC prior to replacement of any Audit Team member, subject to *Section 4 of the Manual of Procedures for the Procurement of Consulting Services*.

4.2 The **SERVICE PROVIDER** shall not, without the prior written consent of NPC, in any way assign, transfer, pledge or make any disposition of this **AGREEMENT** or any part thereof.

4.3 **Proprietary Right of the NPC to Records / Materials**

4.3.1 All reports and relevant data and other supporting records or materials compiled or prepared in the course of the performance of the services shall be the absolute property of NPC and shall not be in any way used by the **SERVICE PROVIDER** for purposes unrelated to this **AGREEMENT** even after the termination or completion of the services rendered by the **SERVICE PROVIDER** and shall not be disclosed by the latter, his or her agents or personnel to any third party through any means without the prior written approval of NPC. Such documents, whether original or photocopy, shall be turned over to NPC upon completion or termination of the **AGREEMENT**.

4.3.2 The **SERVICE PROVIDER** agrees:

4.3.2.1 To keep all information, in connection with or as a result of performing the services, in strict confidentiality; and

4.3.2.2 Not to divulge or permit its employees, agents, or sub-contractors to divulge such information or any part thereof to any party other than NPC. Such confidentiality shall survive the termination of the services.

4.4 A project schedule will be agreed upon between NPC and the **SERVICE PROVIDER** before the start of the **SERVICE PROVIDER**'s engagement. The project schedule will take NPC's considerations and the **SERVICE PROVIDER**'s experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on NPC's implementing the system.

4.5 Either **PARTY** agrees that it will not entice or induce staff from the other party during the engagement and for one (1) year after the conclusion of the engagement.

4.6 **Liabilities and Indemnity**

4.6.1 The **SERVICE PROVIDER** shall defend, indemnify, and hold NPC harmless, from and against all losses, expenses, and claims for death of or personal injury to the **SERVICE PROVIDER**'s officers, employees, agents, or third parties and for damage to or loss of properties arising out of or in any way connected with the execution of the **SERVICE PROVIDER**'s services under this **AGREEMENT**.

4.6.2 The **SERVICE PROVIDER** shall be solely responsible for and pay all taxes on income, profit or gain imposed by any governmental or taxing authority on the **SERVICE PROVIDER** or any of its employees or NPC in respect of any payment made to or earned

by the **SERVICE PROVIDER** or any or its employees pursuant to this **AGREEMENT**. The **SERVICE PROVIDER** shall defend, indemnify, and hold the **NPC** harmless against said tax obligations.

4.6.3 When the **SERVICE PROVIDER** fails to satisfactorily complete the services required under the **AGREEMENT** within the specified period, inclusive of duly granted time extensions, if any, the **SERVICE PROVIDER** shall pay the **NPC** liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay in accordance with *Section 68 of the IRR of R.A 9184 and Section 4 of the Manual of Procedures for the Procurement of Consulting Services*.

4.6.4 The failure of either **PARTY** to perform its obligations under this **AGREEMENT** shall not subject such **PARTY** to any liability if such failure is caused or is occasioned by an act of God, public enemy, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes, or other labor unrest, interruption due to delay in transportation, compliance with any other regulation or request of the government of competent jurisdiction or department, agency or committee thereof, or by any event or circumstance of similar character to the foregoing, or of a different character but beyond the reasonable control of the **PARTY** so failing to perform.

Article 5 – Deliverables and Payments

5.1 Summary of Deliverables

The term of the engagement is for Six (6) months, which shall commence upon issuance of the Notice to Proceed which shall not go beyond December 27, 2024.

Activity	Output/Deliverables	Timeline*
A. Preparation of Recertification Audit Plan	Recertification Audit Plan	Within 10 days upon the SERVICE PROVIDER’s receipt of the Notice to Proceed (NTP)
B. Conduct Recertification Audits	Recertification Audit conducted	Within Month 1 upon receipt of NTP or should not be later than October 31, 2024
C. Preparation of Audit Reports	Recertification Audit Report	Within Month 6 upon receipt of NTP
D. Evaluation of correction/corrective and preventive actions	Acceptance Report of Correction/Corrective and Preventive Actions	Within Month 6 upon receipt of NTP **
E. Confirmation of ISO 9001:2015 Certification	ISO 9001:2015 Certificate	Within Month 6 upon receipt of NTP or on or before December 27, 2024, whichever comes first

Indicative delivery dates may be adjusted upon request from and approval of NPC. However, the contract shall be completed on or before 27 December 2024.

**Subject to actual submission of corrective and preventive action*

***Subject to satisfactory results of assessment audit.*



5.2 Payments

The NPC shall pay the SERVICE PROVIDER the sum of THREE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED EIGHTY PESOS (PHP 337,680.00) INCLUSIVE OF 12% VAT. This sum shall constitute the entire remuneration payable to the SERVICE PROVIDER and shall be deemed inclusive of all applicable national and local taxes, fees, charges, and any other taxes that may arise on account hereof.

5.3 Payment Terms

5.3.1 Payment shall be made upon completion of each milestone and upon submission of the required deliverables:

Activity/Deliverables	Payment
A. After Recertification Audit and the issuance of the ISO 9001:2015 Certificate	100 %

5.3.2 Payment shall be made upon receipt of Sales Invoice/Billing Statement/Statement of Account submitted by the SPCI.

5.3.1 Payment shall be supported by a Certificate of Satisfactory Service based on the work rendered comprising the actual outputs as certified by the Certifying Body and duly accepted by the QMR or his or her authorized representative.

5.4 No Indirect Payments

The fee of the SERVICE PROVIDER charged to NPC shall constitute their only remuneration and neither the SERVICE PROVIDER nor its PERSONNEL shall accept any trade commission, discount or interest payments or other considerations in relation to this AGREEMENT or in relation to the discharge of their obligations hereunder.

Article 6 – Termination

6.1 Termination

The AGREEMENT may be terminated by either PARTY after written notice to the other PARTY within thirty (30) calendar days prior to the intended date of termination and in accordance with Annex “I” of the IRR of R.A 9184.

6.2 Termination by the NPC

6.2.1 Default

The NPC shall terminate the AGREEMENT for default when any of the following conditions attend its implementation:

6.2.1.1 Outside of force majeure, the SERVICE PROVIDER fails to deliver or perform the outputs and deliverables within the period/s specified in the AGREEMENT, or within any extension thereof granted by the NPC pursuant to a request made by the SERVICE PROVIDER prior to the delay;



6.2.1.2 As a result of *force majeure*, the **SERVICE PROVIDER** 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 **SERVICE PROVIDER's** receipt of the notice from the **NPC** stating that the circumstance of *force majeure* is deemed to have ceased; or

6.2.1.3 The **SERVICE PROVIDER** fails to perform any other obligation under the **AGREEMENT**.

6.2.2 Unlawful Acts

The **NPC** may terminate the **AGREEMENT** in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of the **AGREEMENT**, in unlawful deeds and behaviors relative to the acquisition and implementation of the **AGREEMENT**.

6.2.3 Insolvency

The **NPC** shall terminate the **AGREEMENT** if the **SERVICE PROVIDER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the **SERVICE PROVIDER**, 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 the **SERVICE PROVIDER**.

6.2.4 Convenience

The **NPC**, by written notice sent to the **SERVICE PROVIDER**, may terminate the **AGREEMENT**, in whole or in part, at any time for its convenience.

6.3 Termination by the SERVICE PROVIDER

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

6.3.2 The **SERVICE PROVIDER** must serve a written notice to the **NPC** of its intention to terminate the **AGREEMENT** at least thirty (30) calendar days before its intended termination. The **AGREEMENT** is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the **NPC**.

Article 7 - Miscellaneous

7.1 Authorized Representative

Any action required or permitted to be taken and documented required or permitted to be executed under this **AGREEMENT** may be taken or executed (a) on behalf of the **NATIONAL PRIVACY COMMISSION** by the **PRIVACY COMMISSIONER ATTY. JOHN HENRY D. NAGA** and (b) on behalf of **SOCOTEC Certification Philippines, Inc.**, by [REDACTED]



7.2 Notice or Request

Any notice or request to be given or made under this **AGREEMENT** shall be in writing and shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, cable, or telegram to the **PARTY**, to which it is required to be given or made at such **PARTY's** address below or at such other address as either **PARTY** shall have specified in writing.

7.3 Conflict of Interest

The **SERVICE PROVIDER** 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 **AGREEMENT**. The **SERVICE PROVIDER** shall always uphold the paramount interests of the **NPC**.

7.4 Arbitration Clause

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this **AGREEMENT**, 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 in accordance with the rules provided in *Republic Act No. 9285* or the *Alternative Dispute Resolution Act of 2004*.

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.

7.5 Amendments

No modification, amendment, or supplement to this **AGREEMENT** shall be effective for any purpose, unless the same is in writing, signed, and agreed to by both **PARTIES**.

7.6 Separability

If any term, condition, or part of the provisions contained in this **AGREEMENT** 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.

7.7 General Provisions

7.7.1 This **AGREEMENT** is governed by the laws of the Republic of the Philippines, and interpretation of the provisions of this **AGREEMENT** shall be under *R.A 9184*, its *IRR*, and all other pertinent laws, rules, and regulations.

7.7.2 In the course of the undertaking between **NPC** and the **SERVICE PROVIDER**, any data received by one from the other shall be treated as confidential information, which may not be disclosed to any person without authority from the other or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by the **SERVICE PROVIDER** from the **NPC**, the processing of such, if any, shall comply with the provisions of the *Republic Act No. 10173* or the *Data Privacy Act of 2012*, its *Implementing Rules and Regulations*, and other issuances.

7.7.3 The **PARTIES** agreed that duly approved TOR, Financial Proposals, and all the bidding documents concerning this procurement are deemed an integral part of this **AGREEMENT**.



AUG 30 2024


IN WITNESS WHEREOF, the PARTIES have set their hands this ____ day of _____, 2024 at
MUNTINLUPA CITY

NATIONAL PRIVACY COMMISSION

SOCOTEC CERTIFICATION PHILIPPINES, INC.

By:


By:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Operations Director


JOHANA CARLA T. GOMEZ
Accountant III

Signed in the Presence of:


ATTY. MARIA THERESITA E. PATULA
Signature over Printed Name


Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MUNTINLUPA CITY) S.S

BEFORE ME, a Notary Public for and in the City of MUNTINLUPA CITY 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 who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This instrument consists of nine (9) pages including this page where the Acknowledgment is written and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this AUG 30 2024, 2024 at
MUNTINLUPA CITY.

Doc. No. 219
Page No. 45
Book No. 111
Series of 2024

NOTARY PUBLIC
ERNESTO C. PEREZ II
Notary Public for Muntinlupa City
Notarial Commission No. 24-011
Until December 31, 2025
Roll of Attorney No. 44982
IBP Life Member No. 02637, Cavite, 11.26.01
MCLE Compliance No. VII-0027907, 4.14.2025
PTR No. 7254955, 01.02.24, Indang Cavite
Unit 703 Richville Corporate Centre
1314 Commerce Avenue, Extn. Madrigal Business Park
Ayala Alabang, Muntinlupa City 1770



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on AUG 30 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

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, (formerly: **AJA Registrars, Inc.**), a corporation existing under and by virtue of the laws of the Philippines, with office address at the 2F JD Tower Commerce Avenue, Madrigal Business Park Ayala, Alabang, Muntinlupa City, Philippines, herein represented by its [REDACTED] (the "Service Provider").

The undersigned **Parties** hereby covenant and agree as follows:

1. CONFIDENTIAL INFORMATION

The term "confidential information" shall refer to those personal, sensitive personal, and privileged information, and other information, knowledge, or data which is gained or acquired by the **Service Provider** 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 **Service Provider**, 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 **Service Provider**;
- 1.3 Information that is known and possessed by the **Service Provider** 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 **Service Provider**, when used in accordance with the laws, this Agreement, and the approved purpose of disclosure.

Notwithstanding the foregoing exceptions and those provided in the *Republic Act No. 10173* or the *Data Privacy Act of 2012 (R.A 10173 and its Implementing Rules and Regulations (IRR))*, the

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Service Provider shall ensure the secure processing of personal, sensitive personal, and privileged information obtained in accordance with *R.A. 10173*, its *IRR*, and other relevant issuances.

2. TERM

This Agreement shall be in full force immediately upon its execution. The confidentiality of information shall be maintained despite the termination of the Principal Contract and any further processing of personal data shall be compliant with *R.A. 10173*, its *IRR*, and other 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 **Service Provider** shall not be granted any other right or license, whether expressed or implied, to the confidential information.

4. USE OF CONFIDENTIAL INFORMATION

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

The processing of any data containing personal and sensitive personal information received by the **Service Provider** from the NPC, if any, shall comply with the provisions of *R.A. 10173*, its *IRR* and other issuances. It shall adhere to the Data Privacy Principles of Transparency, Legitimate Purpose, and Proportionality.

5. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Service Provider** shall, at all times, ensure the confidentiality of any personal information that comes to the knowledge and possession of the **Service Provider**, pursuant to *Section 8 of R.A. 10173*. The **Service Provider** may 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 their duty.

The **Service Provider** 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.

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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** and which are obtained during the **Service Provider's** contract within **fifteen (15) calendar days** upon the following:

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

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

9. NOTICE OF BREACH OF CONFIDENTIALITY

The **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Service Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Service Provider'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 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.

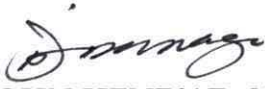


NATIONAL PRIVACY COMMISSION

SOCOTEC CERTIFICATION
PHILIPPINES, INC.

By:

By:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


Operations Director

Signed in the Presence of:


ATTY. MARIA THERESITA E. PATULA

Signature over Printed Name



Signature over Printed Name

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)
MUNTINLUPA CITY

BEFORE ME, a Notary Public for and in the City of MUNTINLUPA CITY 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 six (6) 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.

Doc. No. 220
Page No. 45
Book No. 111
Series of 2024

NOTARY PUBLIC
ERNESTO C. PEREZ II
Notary Public for Muntinlupa City
Notarial Commission No. 24-011
Until December 31, 2025
Roll of Attorney No. 44982
IBP Life Member No. 02637, Cavite, 11.26.01
MCLE Compliance No. VII/0027907, 4.14.2025
PTR No. 7254955, 01.02.24, Indang Cavite
Unit 703 Richville Corporate Centre
1314 Commerce Avenue, Extn. Madrigal Business Park
Ayala Alabang, Muntinlupa City 1770