



BIDS AND AWARDS COMMITTEE
Resolution No. 025-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR PROFESSIONAL SERVICES (HIGHLY
TECHNICAL CONSULTANT FOR THE CONDUCT OF SEMINAR WORKSHOP)
(APP Item No. 2024-0047)**

WHEREAS, the National Privacy Commission (NPC) is an independent regulatory body responsible for the enforcement and implementation of Republic Act No. 10173, known as the Data Privacy Act of 2012. It is also tasked with monitoring and ensuring the Philippines' compliance with international data protection standards;

WHEREAS, in compliance with Executive Order (EO) NO. 605, Institutionalizing Structure, Mechanisms and Standards to Implement the Government Quality Management Program Amending for the Purpose Administrative Order No. 161, s. 2006, NPC started its QMS Journey in December 2019. With the assistance of a Highly Technical Consultant whom the NPC engaged for the purpose, the NPC completed the different Modules and was able to produce several outputs required by the ISO 9001:2015 standards/clauses, including the Operations Manuals for declared processes;

WHEREAS, the Quality Management System (QMS) is the structure within an organization that outlines roles, responsibilities, procedures, processes, and resources necessary for ensuring quality management;

WHEREAS, the NPC has been certified by the Accredited Certifying Body under the International Organization for Standard (ISO) 9001:2015 last December 2021. The SOCOTEC Certification Philippines, Inc. (ISO Certifying Body) accorded the certification after two (2) audit stages and two (2) Surveillance audits, respectively. The Auditors found that the NPC processes adhere to the requirements of its functions, mandate, and quality management system implementation;

WHEREAS, the NPC-Top Management recognizes the necessity to sustain the implementation of the Quality Management System in NPC. Thus, considering the continuous implementation of QMS in NPC, the necessity for the services of the consultant to provide technical assistance to continue to implement the NPC QMS, and develop and/or enhance policies and procedures to support continuous improvement;

WHEREAS, the NPC desires to engage the expertise of a Highly Technical Consultant to continue the necessary training and workshops to equip the NPC officials, employees, Qilait Management Representative (QMR), and Quality Management Team (QMT) in sustaining the implementation of QMS ISO 9001:2015 at the NPC. Moreover, in order to prepare for the recertification of the NPC for ISO 9001:2015 by the accredited ISO Certifying Body.

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing as APP Item No. 2024-0047 (Professional Services - Highly Technical

Consultant for the conduct of Seminar Workshop) programmed under NPC FY 2024, and with an Approved Budget for the Contract (ABC) amounting to One Million Two Hundred Thousand Pesos (Php 1,200,000.00);


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 Head of Procuring Entity (HoPE), but in no case shall exceed the term of the latter;


WHEREAS, on April 16, 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) evaluated the submitted quotation and attested that 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 **One Million Two Hundred Thousand Pesos** (Php1,200,000.00).


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 the contract for the procurement of Professional Services (Highly Technical Consultant for the Conduct of Seminar Workshop) to [REDACTED] in the total amount of **ONE MILLION TWO HUNDRED THOUSAND PESOS (Php 1,200,000.00)**, for a period of **six (6) months**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).


RESOLVED this 16 April 2024 via a combination of on-site and videoconference meetings.

ATTEST:


Digitally signed by
Villar Paulo
PAULO JOHN M. VILLAR
Head, QMS Secretariat
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


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: APR 30 2024



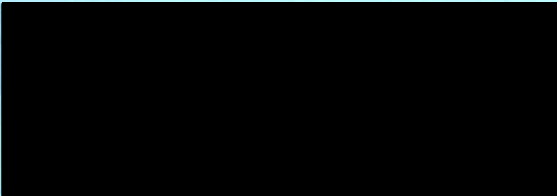


Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

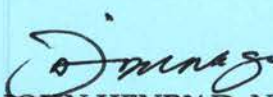
Date Issued: **APR 30 2024**



Dear 

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 025-2024 series of 2024, the contract for procurement of **the Professional Services (Highly Technical Consultant)** amounting to **One Million Two Hundred Thousand Pesos (Php1,200,000.00)** 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:





Date: **MAY 06 2024**

CONSULTANCY CONTRACT

This Consultancy Contract (the "Contract"), is made and entered into this 21 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 
(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 Professional Services (Highly Technical Consultant for the Conduct of Seminar Workshop) under Item No. 2024-0047 of the NPC Annual Procurement Plan for F.Y. 2024;

WHEREAS, the NPC requires the expertise of a Highly Technical Consultant in preparation for the ISO 9001:2015 re-certification by the accredited ISO certifying body; and to continue the necessary training and workshops to equip NPC officials and personnel, Quality Management Representative (QMR), and Quality Management Team (QMT) in the re-certification and implementation of QMS ISO 9001:2015 as detailed in this Contract and 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 NPC-Quality Management team, represented by the Quality Management Representative, 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 R.A. 9184 and its Implementing Rules and Regulations;

WHEREAS, the NPC-Quality Management team has resorted to Negotiated Procurement pursuant to Section 53 of Government Procurement Reform Act or Republic Act No. 9184 (R.A. 9184) and Section 53.7 of the 2016 Revised Implementing Rules and Regulations as of 15 April 2024 (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 standards 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 30 April 2024, the Head of the Procuring Entity approved the NPC-BAC Resolution No. 025-2024, Series of 2024, recommending the Award of Contract for Professional Services (Highly Technical Consultant for the Conduct of Seminar Workshop) to [REDACTED]

WHEREAS, on 06 May 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 good and valuable considerations, the Parties hereto mutually agree as follows:

1. **Services** The **Consultant** shall provide the services as described in the attached Terms of Reference, Annex "A", which forms an integral part of this Contract. The Terms of Reference 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 shall commence from receipt of notice to proceed 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 **ONE MILLION TWO HUNDRED THOUSAND PESOS ONLY**, inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws for the whole duration of the 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, 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
Within six (6) months from the receipt of the Notice to Proceed (NTP)	Module 23: Organization Preparation for Re-Certification
Within six (6) months from the receipt of the Notice to Proceed (NTP)	Module 24: QMS Implementation for Re-Certification
Within six (6) months from the receipt of the Notice to Proceed (NTP) or until 27 December 2024, whichever comes first	Module 25: QMS Re-Certification Preparation for Assessment
Within six (6) months from the receipt of the Notice to Proceed (NTP) or until 27 December 2024, whichever comes first	Module 26: Issuance of the ISO 9001:2015 Certification to NPC by the Accredited Certifying Body

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 ATTY. MARIA THERESITA E. PATULA 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 fail 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 **ATTY. MARIA THERESITA E. PATULA** as the Representative responsible for the coordination of tasks and deliverables under the Contract. The concerned End-User/Unit 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 and 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 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).*

¹ Non-disclosure Agreement dated _____

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 and 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.


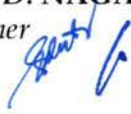


21. Miscellaneous Provisions

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.

NATIONAL PRIVACY COMMISSION

By: 
ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
at 

JOHANA CARLA T. GOMEZ
Accountant III 

By: 
Consultant

Signed in the Presence of:

Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
CITY OF PASIG) S.S.

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

NAME	VALID ID	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 ____ (___) pages including this page wherein this Acknowledgment is written and signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 21 JUN 2024, 2024 at Pasig City, Philippines

Doc. No.: 128
Page No.: 27
Book No.: ✓
Series of 2024

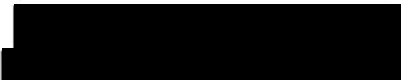

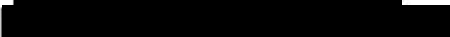
Fg Monteroso
ATTY. FLORENTINO I. MONTEROSO
NOTARY PUBLIC CITY OF PASIG
UNTIL DECEMBER 31, 2024
PTR NO. 0652804 /1/4/2024
ISP NO. 018492 /1/4/2024
ROLL NO. 67842
28 MCLE COMPLIANCE V-0060165

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on 21 JUN 2024 in CITY OF PASIG (Pasig 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

 Filipino, of legal age, residing at 
 (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 any 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, the **Consultant** shall secure the processing of personal, sensitive personal, and privileged information obtained in accordance with the *Data Privacy Act of 2012 (R.A 10173)*, its *Implementing Rules and Regulations (IRR)*, and other relevant issuances.

2. TERM

This Agreement shall take effect on the date of signing of the **Parties** herein and shall subsist despite termination of the principal contract covered by this Agreement.

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 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** shall 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.

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:

- 8.1. Completion of the undertaking subject of this Agreement;
- 8.2. Termination of this Agreement; or
- 8.3. Reasonable request of the **NPC**.

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

9. NOTICE OF BREACH 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

CONSULTANT

By:

By:

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

Provider

Signed in the Presence of:

Signature over Printed Name

Signature over Printed Name

JOC NO. : 129
PAGE NO. : 27
BOOK NO. : ✓
SERIES OF: 2018

ATTY. FLORENTINO I. MONTEROSO
NOTARY PUBLIC CITY OF PASIG
UNTIL DECEMBER 31, 2024
PTR NO. 0652804 /1/4/2024
ISP NO. 018492 /1/4/2024
ROLL NO. 67842
MCLE COMPLIANCE V=0050168

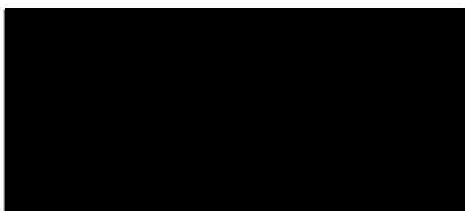


Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307




NOTICE TO PROCEED

Date Issued: 21 JUN 2024

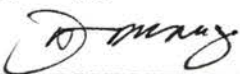


Dear 

Notice is hereby given to  for the commencement of the procurement for the **Professional Services (Highly Technical Consultant for the conduct of Seminar Workshop) for the Quality Management System** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Professional Services Renewal.

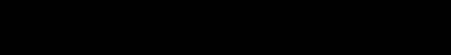
Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity



I acknowledge receipt of this notice on 24 JUN 2024

Name of the authorized representative of the Bidder 

Signature of the authorized representative 