



**BIDS AND AWARDS COMMITTEE**  
Resolution No. 029-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF  
OF CASE MANAGEMENT SYSTEM - MAINTENANCE (APP Item No. 2024-0053)**

**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 (DPA) and to monitor and ensure compliance of the country with international standards set for data protection;

**WHEREAS**, the NPC's goal is the protection of every citizen's data privacy through the maximum compliance of all individuals and organizations processing data with national and international data privacy standards;

**WHEREAS**, the NPC is adopting the digitization of its process to achieve its objectives and to ensure the efficient and timely processing of complaints, a case management system was implemented to keep track and properly manage the processing of cases;

**WHEREAS**, the system maintenance of the existing Case Management System (CMS) is conducted to ensure its efficient operation;

**WHEREAS**, this procurement has a Certification of Availability of Funds (CAF) and has been confirmed to exist as APP Item No. 2024-0053 (Case Management System – Maintenance) with an Approved Budget for the Contract (ABC) of Four Hundred Thousand Pesos (Php400,000.00);

**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**, a Request for Quotation (RFQ) was posted in the PhilGEPs and NPC website, as well as the NPC bulletin board on 27 April 2024;

**WHEREAS**, only ISI ICOMTEQ, Inc. submitted its quotation;

**WHEREAS**, on 6 May 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotation and determined that ISI ICOMTEQ, Inc. passed the technical, legal, and financial requirements mandated under RA 9184, and was determined to have submitted the single calculated and responsive bid quoted with a bid price amounting to Four Hundred Thousand Pesos (Php400,000.00) within the ABC;

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 Case Management System-Maintenance to **ISI ICOMTEQ, Inc.** for having the single calculated and responsive quotation in the total amount of **FOUR HUNDRED THOUSAND PESOS (Php400,000.00)**, subject to the presentation of their original documentary requirements upon signing of the Notice of Award (NOA).


**RESOLVED** this 6<sup>th</sup> of May 2024 via combination of on-site and videoconference meeting.

**ATTEST:**



Digitally signed by  
Canlas Walden  
Federick Ramoneda

**WALDEN FEDERICK R. CANLAS**  
*Information Technology Officer II*  
*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: MAY 21 2024





## NOTICE OF AWARD

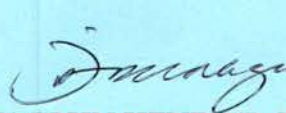
Date Issued: **MAY 21 2024**

[REDACTED]  
ISI ICOMTEQ, Inc  
Unit 404 Heart of the City  
Condominium, #40 Sgt Esguerra  
South Triangle, Quezon City

Dear [REDACTED]

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 029-2024 series of 2024, the contract for the procurement of the **Case Management System - Maintenance** amounting to **FOUR HUNDRED THOUSAND (PHP400,000.00)**, VAT inclusive, is awarded to **ISI ICOMTEQ, INC.** consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

  
**ATTY. JOHN HENRY D. NAGA**  
Privacy Commissioner  
Head of the Procuring Entity

Digitally  
signed by  
Mendoza Ma.  
Josefina  
Eusebio

Conforme:

[REDACTED]  
ISI ICOMTEQ, Inc  
Unit 404 Heart of the City  
Condominium, #40 Sgt Esguerra  
South Triangle, Quezon City  
Date: **MAY 28 2024**

**CASE MANAGEMENT SYSTEM - MAINTENANCE AGREEMENT**

This **CASE MANAGEMENT SYSTEM - MAINTENANCE AGREEMENT** (the "Agreement") is made and entered into this **JUL 30 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

The **ISI ICOMTEQ, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with its main office address at Unit 404, Heart of the City Condominium, #40 Sgt. Esguerra Avenue, South Triangle, Quezon City, Philippines, represented herein by [REDACTED] and hereinafter referred to as (the "**SERVICE PROVIDER**").

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

**WITNESSETH, that:**

**WHEREAS**, the *Republic Act No. 10173* otherwise known as *Data Privacy Act of 2012 (R.A. 10173)*, designates the NPC to administer and implement the provisions of the law, and to monitor and ensure compliance of the country with international standards set for data protection;

**WHEREAS**, *Section 7 (b) of R.A. 10173* authorizes the NPC, through the **Complaints and Investigation Division (CID)**, to receive and process complaints, and institute investigations for data privacy violations;

**WHEREAS**, to perform its mandate, the NPC adopted the digitization of its processes through the Case Management System, to ensure the efficient and timely processing of complaints;

**WHEREAS**, the system maintenance of the existing Case Management System (CMS) is conducted to ensure its efficient and optimize operation;

**WHEREAS**, the NPC has resorted to Negotiated Procurement - Small Value Procurement pursuant to *Section 53 of Republic Act No. 9184 or the Government Procurement Reform Act (R.A. 9184)* or and *Section 53.8 of the 2016 Revised Implementing Rules and Regulation as of 15 April 2024 (IRR of R.A. 9184)*;

**WHEREAS**, the **ISI ICOMTEQ, Inc.**, the **SERVICE PROVIDER**, submitted its quotation and was determined to possess the technical, legal, and financial requirements mandated by *R.A. 9184*;

**WHEREAS**, on May 21, 2024, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 029-2024, Series of 2024**, recommending the Award of Contract for the **Case Management System - Maintenance Services** to **ISI ICOMTEQ, Inc.**;

**WHEREAS**, on May 21, 2024 the Head of the Procuring Entity issued the Notice of Award to the **SUPPLIER**. A Copy of the Notice of Award is hereto attached as **ANNEX A** and made an integral part of this Agreement;



**WHEREAS,** the **SERVICE PROVIDER** will provide services enumerated in Section III of the Scope of Work hereto attached as **ANNEX B** and made an integral part of this Agreement;,,

**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,** the **NPC** and the **SERVICE PROVIDER**, in consideration of the mutual covenants hereinafter set forth agree as follows:

**ARTICLE I. TITLE OF THE PROJECT**

This Agreement shall refer to this project as “**CASE MANAGEMENT SYSTEM - MAINTENANCE**” hereinafter referred to as the “**PROJECT**” or “**CMS-M.**”

**ARTICLE II. TERM**

The term of this Agreement is **NINE (9) MONTHS** which shall commence from the 10<sup>th</sup> day after receipt of the **NOTICE TO PROCEED**.

**ARTICLE III. OBLIGATIONS**

**Section 1.** The **SERVICE PROVIDER** shall perform and provide all that is necessary to deliver the services specified in Section III (Scope of Work) of the Scope of Work of Service.

**Section 2.** The **SERVICE PROVIDER** shall deliver all its obligations to **NPC** as stated below:

Items
1. Update necessary software/tools used in the CMS a. MySQL b. Apache
2. Fix all reported system issues/bug found in the CMS
3. Fix all reported security issues found in the CMS
4. Provide Root-Cause Analysis Report for every reported system/security issue found in the CMS
5. Provide Technical Support in CMS backup
6. Update/Enhance CMS Features (if available)
7. Conduct monthly system and server status check

**ARTICLE III. FINANCIAL CONSIDERATIONS**

**Section 1.** As consideration for the full and faithful performance by the **SERVICE PROVIDER** of its obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, **NPC** shall pay the **SERVICE PROVIDER** a total amount of **Four Hundred Thousand Pesos (Php 400,000.00)** inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

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

% of Contract Cost	Deliverables/Output	Schedule
30%	a. Submission of Root Cause Analysis Report for every reported system/security issues found in the CMS b. Summary of the support conducted for the quarter	1 <sup>st</sup> to 3 <sup>rd</sup> month from the receipt of the Notice to Proceed (NTP)

	c. Monthly report on conducted checking of system and server status	
40%	a. Submission of Root Cause Analysis Report for every reported system/security issues found in the CMS b. Summary of the support conducted for the quarter c. Monthly report on conducted checking of system and server status	4 <sup>th</sup> to 6 <sup>th</sup> month from the receipt of the Notice to Proceed (NTP)
30%	a. Submission of Root Cause Analysis Report for every reported system/security issues found in the CMS b. Summary of the support conducted for the quarter c. Monthly report on conducted checking of system and server status	7 <sup>th</sup> to 9 <sup>th</sup> month from the receipt of the Notice to Proceed (NTP)
100.00%	TOTAL	

**Section 3.** The delivery dates abovementioned may be adjusted upon request from and approval of the **NPC**.

**Section 4.** The contract price shall constitute the entire remuneration payable to the **SERVICE PROVIDER**. It shall be deemed inclusive of all applicable national and local taxes, fees and charges, and any other taxes that may arise on account hereof.

**Section 5.** Payment shall be processed within thirty (30) calendar days after the submission of the following documents, as they may be related to the specific milestone/deliverables:

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

**Section 6.** All payments will be subject to the usual government accounting and auditing rules and regulations.

**ARTICLE IV. COMMON PROVISIONS**

**Section 1. Project Administration** - **NPC** designates the end-user, Chief of the Complaints and Investigation Division, **ATTY. MICHAEL R. SANTOS**, as the personnel responsible for the coordination of the **SERVICES** set forth in this Agreement.

The **SERVICE PROVIDER** shall submit all deliverables and reports to the end-user, Chief of the Complaints and Investigation Division, **ATTY. MICHAEL R. SANTOS**, which the latter should accept before processing of payment may commence.

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

The **SERVICE PROVIDER** likewise binds itself to follow the Scope of Work and Schedule in the Scope of Work Service titled “CASE MANAGEMENT SYSTEM – MAINTENANCE (CMS-M)” in the delivery of the required services. In relation to this, the **SERVICE PROVIDER** shall provide the required periodic report with the **NPC** to show the progress of the **SERVICES** specified in this Agreement.



**Section 3.** Each **Party** shall, in accordance with the *R.A. 10173*, its *IRR*, and all other related rules and issuances, ensure that appropriate organizational, physical, and technical security measures are set in place to maintain the confidentiality, integrity, and security of all personal data that may come to its knowledge or possession by reason of any provision under this MOA, and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The **SERVICE PROVIDER** shall sign a Non-Disclosure Agreement which shall form an integral part of this Agreement.

**Section 4. Amendments.** Any modification, revision, or amendment hereto agreed upon by the **Parties** shall become valid and binding only when the same is in writing and signed by both **Parties**.

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

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

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

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

**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 contract acquisition and implementation.

**NPC** may also terminate the Agreement for default when any of the following conditions attend its implementation: a) 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; b) 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 **NPC** stating that the circumstance of force majeure is deemed to have ceased; or c) The **SERVICE PROVIDER** fails to perform any other obligation under the Agreement.

**Section 7. Relationship.** — There shall be no employer-employee or principal-agency relationship between the **NPC** and the **SERVICE PROVIDER**.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture between the **Parties**, or a merger of their assets or their fiscal and other liabilities or undertaking. Neither **Party** shall have the right to bind the other **Party**, except as expressly provided for herein.

The employees of the **SERVICE PROVIDER** and the **NPC** shall remain their respective employees. All liabilities and obligations emanating from the employer-employee relationship of the respective **Parties** shall be solely shouldered by the respective employers.

**Section 8. Breach of Contract** - In case there is a breach of this Agreement, the **SERVICE PROVIDER** 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.

**Section 9. Dispute Resolution** - 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 the *Alternative Dispute Resolution Act of 2004 (R.A. 9285)*. In case of any disputes arising from this Agreement, the **Parties** hereto agree to submit to the jurisdiction of the courts of Pasay City only, to the exclusion of all other courts.

**Section 10. Insurance** - The **SERVICE PROVIDER** shall be responsible for taking out any appropriate insurance coverage.

**Section 11. Assignment** - The **SERVICE PROVIDER** shall not assign this Agreement or subcontract any portion of it without prior written consent from **NPC**.

**Section 12. Governing Law** - 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.

**Section 13. 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.

**Section 14. Miscellaneous** - The **PARTIES** agreed that duly approved Scope of Work Service, Financial Proposals, and all procurement documents in relation to this procurement are deemed integral part of this Agreement.

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



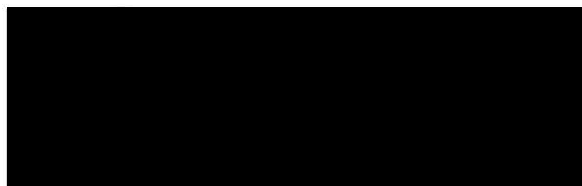
IN WITNESS WHEREOF, the Parties have executed this Agreement this JUL 30 2024 day of QUEZON CITY, 2024, at \_\_\_\_\_.

NATIONAL PRIVACY COMMISSION

ISI ICOMTEQ, INC.

By:

  
ATTY. JOHN HENRY D. NAGA  
Privacy Commissioner



  
JOHANA CARLA T. GOMEZ  
Accountant III

Signed in the Presence of:

  
ATTY. MICHAEL R. SANTOS

Signature over Printed Name



Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

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

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 eight (8) 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 JUL 30 2024 QUEZON CITY, 2024 at Pasay City, Philippines

NOTARY PUBLIC

Doc. No. 6  
Page No. 2  
Book No. 462  
Series of 2024.

ATTY. JASON G. DE BELEN  
Roll No. 36259  
Adm. No. NP-008 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2025  
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.  
IBP No. 385735; Q.C., 1-2-2024  
PTR No. 5554846; Q.C.; 1-2-2024  
MCLE VII-0019570; 5-30-22



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 30 JUL 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 **ISI ICOMTEQ INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with its main office address at Unit 404, Heart of the City Condominium, #40 Sgt. Esguerra Avenue, South Triangle, Quezon City, Philippines, represented herein by [REDACTED] and hereinafter referred to as (the "**SERVICE PROVIDER**").

The undersigned **SERVICE PROVIDER** hereby covenants and agrees 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, such as but not limited to information pertaining to any case filed before the **NPC**, which is gained or acquired by the **SERVICE PROVIDER** on the occasion of their contract 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 **NPC** as sensitive and privileged shall also be considered confidential information, provided it is duly communicated to the Supplier, 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, the **SERVICE PROVIDER** shall ensure the secure processing of personal, sensitive personal, and privileged information obtained in accordance with the *Republic Act No. 10173 or the Data Privacy Act of 2012 (R.A. 10173)* and its *Implementing Rules and Regulations (IRR)*, and other relevant issuances.



2. **TERM**

This Agreement shall be in full force immediately upon its execution for a period of nine (9) 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 the *DPA*, *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 **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 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**.

5. **OBLIGATION TO MAINTAIN CONFIDENTIALITY**

The **SERVICE PROVIDER** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **SERVICE PROVIDER**, pursuant to *Section 8 of R.A 10173*. The **SERVICE PROVIDER** 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 **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.

The **SERVICE PROVIDER** shall maintain the duty of professional confidentiality with regard to confidential information to which the **SERVICE PROVIDER** 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 **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) calendar 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.



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

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 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.

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 its possession, control and custody 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 this Agreement;
- 1.2 Termination of this Agreement; or
- 1.3 Reasonable request of the **NPC**.

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 the **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. **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.

11. 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.

12. 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 Non-Disclosure Agreement.

13. 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 its 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.

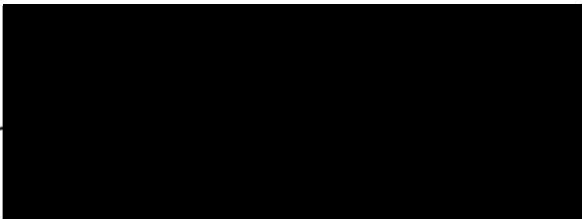
IN WITNESS WHEREOF, the **Parties** hereunto affixed their signatures on the date and in the place first above-written.

NATIONAL PRIVACY COMMISSION


ISI ICOMTEQ INC.


By:

  
ATTY. JOHN HENRY D. NAGA  
Privacy Commissioner  




Signed in the Presence of:

  
ATTY. MICHAEL R. SANTOS  
Witness

  
Witness

[Acknowledgment page follows.]



ACKNOWLEDGMENT

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

QUEZON CITY  
BEFORE ME, a Notary Public for and in Pasay City on JUL 30 2024,  
personally appeared the following persons with their government-issued identification cards, to  
wit:

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

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

This instrument consists of four (4) pages, including this page wherein this Acknowledgment  
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.

NOTARY PUBLIC

Doc. No. 7  
Page No. 2  
Book No. 402  
Series of 2024

ATTY. JASON G. DE BELEN  
Roll No. 36259  
Adm. No. NP-008 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2025  
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.  
IBP No. 385735; Q.C., 1-2-2024  
PTR No. 5554846; Q.C.; 1-2-2024  
MCLE VII-0019570; 5-30-22



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



## NOTICE TO PROCEED

Date Issued: 01/30/2024


[REDACTED]  
Unit 404 Heart of the City Condominium, #40 Sgt Esguerra  
South Triangle, Quezon City.

Dear [REDACTED]

Notice is hereby given to **ISI ICOMTEQ INC.** for the commencement of the services for the **CASE MANAGEMENT SYSTEM - MAINTENANCE** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Maintenance 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

I acknowledge receipt of this notice on 01/30/2024  
Name of the authorized representative of the Bidder [REDACTED]  
Signature of the authorized representative [REDACTED]