



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
Resolution No. 061-2020, Series of 2020

**RECOMMENDING THE AWARD
FOR OPERATIONAL PLANNING FOR FY 2021**

(OTHER PROFESSIONAL SERVICES - TECHNICAL FACILITATOR/S)

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce data privacy protection;

WHEREAS, NPC is mandated to administer and implement the provisions 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, in order to effectively pursue its mandate, the management identified the need to conduct an operational planning necessitating a facilitator for the same;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and has been confirmed to be existing in the Annual Procurement Plan (APP) under APP Item No. 2020-0168 and an ABC of Php70,000.00 with Small Value Procurement (SVP) as the mode of procurement;

WHEREAS, posting in the PhilGEPS, NPC website and NPC-BAC Bulletin Board were done and RFQs were sent to four (4) suppliers: Project Management Institute, Guthrie Jensen Global Training Consultant, SGS Philippines, Inc., and Kathrina Lasud Sta. Maria who all failed to submit their quotation except for Kathrina Lasud Sta. Maria whose quotation amounted to Php70,000.00;

WHEREAS, the BAC members proceeded to evaluate the submitted quotation and determined that the quotation by Ms. Kathrina Lasud Sta. Maria passed the technical, legal and financial requirements mandated under Republic Act No. 9184 (R.A. 9184) otherwise known as the Government Procurement Reform Act, it being the single calculated and responsive quotation, at the bid price of Php70,000.00 and on terms that are most favorable to the government;

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 to the Head of the Procuring Entity (HoPE) for his consideration and approval, the award of

contract for the technical facilitator for the conduct of Operational Planning for FY 2021 to Ms. Kathrina Lasud Sta. Maria, having the single calculated and responsive quotation in the total amount of **SEVENTY THOUSAND AND 0/100 (Php70,000.00)**.

RESOLVED this 6th day of November 2020, through video conference meeting.

ATTEST:

sgd
MR. ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

sgd
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

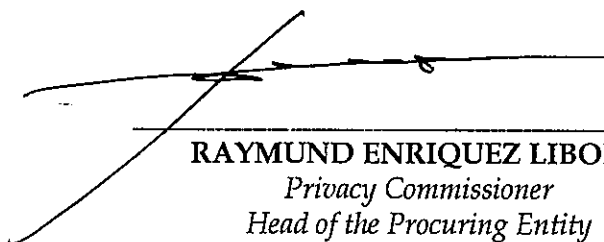
sgd
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

sgd
ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

sgd
ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

sgd
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 09 NOV 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

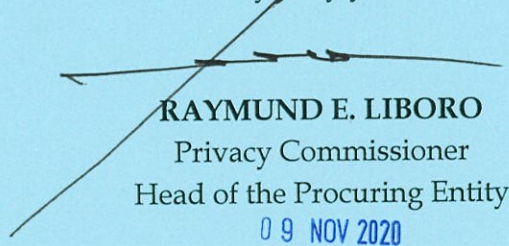
09 NOV 2020

Ms. Kathrina Lasud Sta. Maria
Bidder/Supplier
50 Jensen Street, Filinvest Homes 2,
Quezon City

Dear Ms. Sta. Maria:

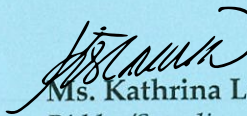
Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 061-2020 series of 2020, the contract for the engagement of a facilitator for the conduct of operational planning for fiscal year 2021 amounting to **SEVENTY THOUSAND AND 0/100 (Php70,000.00)**, VAT inclusive, is awarded to Ms. Kathrina Lasud Sta. Maria, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,



RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity
09 NOV 2020

Conforme:



Ms. Kathrina Lasud Sta. Maria
Bidder/Supplier

Date: **November 9, 2020**

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 09 NOV 2020 by and between:

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, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "NPC",

and

MS. KATHRINA LASUD STA. MARIA Filipino, of legal age, residing at *50 Jensen Street, Filinvest Homes 2, Quezon City, Metro Manila* and hereinafter referred to as the "Technical Facilitator".

WHEREAS, NPC and the Technical Facilitator shall hereafter be referred to collectively as the Parties;

WHEREAS, NPC is in need of a Technical Consultant to perform the functions detailed below;

WHEREAS, the Finance and Planning Management Division as end-unit submitted a Purchase Request to the Bids and Awards Committee for the engagement of such Technical Facilitator as per existing laws and regulations;

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

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

WHEREAS, on 9 November 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 061-2020, recommending the Award of Contract for Technical Facilitator to *Ms. Kathrina Lasud Sta. Maria*;

WHEREAS, on 9 November 2020, the Head of the Procuring Entity issued the Notice of Award to *Ms. Kathrina Lasud Sta. Maria*.;



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 Technical Facilitator shall perform and provide any and all that is necessary to carry out the services necessary to complete the same. The details of the services, scope of work, duties and responsibilities, among others, appear in the attached Terms of Reference, herein attached as Annex "A", which forms an integral part hereof.

2. Term

The term of the contract shall commence from 10 November 2020 until 11 November 2020 unless the same is terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184.)

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

3. Payment

A. Technical Facilitator Fee

As consideration for the full and faithful performance by the Technical Facilitator of her obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the Technical Facilitator a total amount of Seventy Thousand Pesos (Php70,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

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

B. Payment of Services

Payment shall be made in Philippine Pesos through send



bill agreement upon approval of the draft NPC 2021 Strategic Objectives and Plans and Issuance of the Certification of Completion and Acceptance.

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

4. Project Administration
NPC designates Ms. Susana A. Abada, as the Representative responsible for the coordination of activities under the contract. The OIC Chief of Finance and Planning Management Division shall be responsible for acceptance of the deliverables/Accomplishment Report submitted by the Technical Facilitator prior to payment.

5. Performance Standard
The Technical Facilitator undertakes to perform the services detailed in Annex "A" herein, with the highest standards of professional and ethical competence and integrity.

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

7. Non-Disclosure
All non-public confidential or proprietary information relating to NPC, whether written or oral, whether or not communicated as confidential information by NPC to the Technical Facilitator, which the Technical Facilitator may have access to in the course of the consultancy contract, shall not be disclosed to any person even after the termination of the Contract.



The Technical Facilitator shall sign a Non-Disclosure Agreement and shall form part of this contract.¹

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

9. Suspension of Contract
NPC may, by written notice of suspension to the Technical Facilitator, suspend all payments to the Technical Facilitator if the Technical Facilitator fails to perform any of its obligations due to its own fault or due

¹ Non-disclosure Agreement dated _____

to force majeure or other circumstances beyond the control of either party, provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Technical Facilitator to remedy such failure within a period not exceeding thirty (30) days after receipt by the Technical Facilitator of such notice of suspension.

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

10. Termination of Contract

NPC, by written notice sent to the Technical Facilitator, may terminate the contract, 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 contractor under the contract is terminated, and the date upon which such termination becomes effective.

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

NPC may also terminate a contract for default when any of the following conditions attend its 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 the NPC pursuant to a request made by the Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Technical Facilitator's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The Consultant fails to perform any other obligation under the contract.

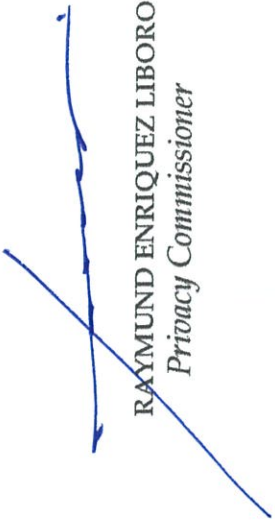
The Technical Facilitator may terminate its agreement with NPC if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the Technical Facilitator's notice specifying such



19. Other Provisions

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

NATIONAL PRIVACY COMMISSION:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner


KATHRINA LASUD STA. MARIA
Technical Facilitator

Signed in the presence of:

SUBSCRIBE AND
SWORN TO BEFORE
ME THIS SUNDAY
OF 09 AT MANILA
NOV 10 2020

BOOK NO. 215
PAGE NO. 44
BOOK NO. 7
PAGES OF 20


ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2020
NOTARIAL COMMISSION 2020-097 MLA
IBP NO. 100920 - 01/03/2020, PASIG
PTR NO. 9124097 - 01/03/2020 MLA
ROLL NO. 29679, TIN: 172-528-620
⑫ MCLE COMPL. NO. VCP-000165
OFFICE: DECA HOME MANILA, B-2, UNIT 355

ACKNOWLEDGEMENT

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

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

NAME	COMM. TAX CERT. NO. and Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
RAYMUND ENRIQUEZ LIBORO	<i>Passport</i> <i>SUBPHELIA</i>	<i>25 October 17 /</i> <i>DFA MANILA</i>
KATHRINA LASUD STA. MARIA	Passport P5970034A	February 9, 2018 DFA Manila

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 seven (7) pages including this page wherein this Acknowledgement is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____, 2020 at Pasay City, Philippines

09 NOV 2020


ATTY. KENNETH ROY SENTILLAS
Notary Public for Pasay City
Commission Order No. 19-42
(Until December 31, 2020)
Roll of Attorney's No. 66434
IBP No. 120148 / 01-16-20 / Davao City
PTR No. 7075044 / 01-23-20 / Pasay City
MCLE Compliance VI-0006262 / 02-01-18
5F Delegation Building, PICC,
Roxas Boulevard, Pasay City

Doc. No.: 217
Page No.: 57
Book No.: 4
Series of 2020.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

NOV 09 2020

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

The **National Privacy Commission**, represented by **Privacy Commissioner RAYMUND ENRIQUEZ LIBORO** hereinafter referred to as the "NPC"

and

Ms. Kathrina Lasud Sta. Maria hereinafter referred to as the "Technical Facilitator"

The undersigned **Technical Facilitator** hereby covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

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

- a) Information that is generally known to the public;
- b) *Information that is currently or subsequently becomes generally available to the public through no wrongful act of the NPC or any of its **Technical Facilitator***
- c) Information that is known and possessed by the **Technical Facilitator** prior to the disclosure to the **Technical Facilitator** by the **NPC**, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operations of the **NPC** and other government agencies and endanger the national security or prejudice public interest; and
- d) *Information that the NPC expressly approved to be disclosed by the **Technical Facilitator**, when used in accordance to the approved purpose of disclosure.*

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

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Technical Facilitator** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Technical Facilitator** and the **NPC**, pursuant to Section 8 of Republic Act No. 10173 or the "Data Privacy Act of 2012" and shall disclose confidential information only to the **NPC's** commissioners, directors and division chiefs, and, to the extent necessary for the effective performance of his duty, to the rank-and-file staff and other persons contracted by the **NPC** for examination and improvement of the systems and other processes.

The **Technical Facilitator** shall maintain the duty of professional secrecy with regard to confidential information to which the **Technical Facilitator** was given access even after the term, employment or contract has ended, as provided for in Section 12 of the Implementing Rules and Regulations of the Data Privacy Act of 2012.

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 **Technical Facilitator** shall inform the recipient/s of the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Technical Facilitator** shall return to the NPC all data, information, documents, materials and other property, in relation to the employment with the NPC, which are in the possession, control and custody of the **Technical Facilitator** and which are obtained during the **Technical Facilitator's** term, employment or contract. The **Technical Facilitator** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Technical Facilitator** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Technical Facilitator** shall promptly give a written request to the NPC in order for the NPC to seek immediate and appropriate action. The NPC and the **Technical Facilitator** 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 **Technical Facilitator** accidentally makes an unauthorized disclosure of any confidential information, the **Technical Facilitator** must promptly notify the NPC and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate the potential damage.

The **Technical Facilitator** 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 **Technical Facilitator /S** of the NPC and cooperate in protecting the confidential information and imposing sanctions on the **Technical Facilitator /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

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

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

6. FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER

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

7. TERMINATION

This Agreement will automatically terminate on the date of cessation of employment from or contract with the NPC of the **Technical Facilitator**. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

8. GOVERNING LAW

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

9. MISCELLANEOUS

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

If any provision of this Agreement shall hereafter be held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which, it shall be severed from this Agreement with the balance of this

invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

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


RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER
National Privacy Commission


MS. KATHRINA LASUD STA. MARIA
TECHNICAL FACILITATOR

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
~~Manila~~City)

BEFORE ME, a Notary Public for and in **MANILA** City on NOV 09 2020, personally appeared the following persons with their government-issued identification cards, to wit:

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO	S0012461A	25 OCTOBER 2017/ MANILA
MS. KATHRINA LASUD STA. MARIA	P5970034A	February 9, 2018/ DFA Manila

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

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

Doc. No. 213
Page No. 44
Book No. #
Series of 200

ATTY. HENRY D. ADASA
NOTARY PUBLIC, CITY OF MANILA
UNITED BAR NUMBER 31, 2020
NOTARIAL COMMISSION 2020-097 MLA
IBP C. 01/03/2020, PASIG
PTB C. 01/03/2020 MLA
REG. NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165
MAN DECA HOME MANILA, B-2, UNIT 351