



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**BIDS AND AWARDS COMMITTEE**  
Resolution No. 047-2020, Series of 2020

**RECOMMENDING THE APPROVAL OF THE AWARD FOR THE  
PROCUREMENT OF MEDIA MONITORING SERVICES**

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

**WHEREAS**, in order to be able to effectively perform its mandate, NPC should have a means to scan all relevant media outlet for pickups and mentions about the Commission, its related issues and principals in order to analyze for PR value and other purposes relevant to NPC's mandate;

**WHEREAS**, in order to ensure the same, the management of NPC saw it fit to procure media monitoring services under APP Item No. APP Item No. 2020-0042 with an Approved Budget for the Contract (ABC) amounting to Php85,000.00 for five (5) months;

**WHEREAS**, Section 53.9 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 recognizes Small Value Procurement as a method of procuring goods where the amount involved does not exceed the threshold prescribed in Annex "H" of the IRR;

**WHEREAS**, the NPC Bids and Awards Committee (BAC) Secretariat posted on 11 September 2020 the Request for Quotation (RFQ) in the Philippines Government Electronic Procurement System and NPC website and in a conspicuous place reserved for the purpose, and sent RFQs to various service providers;

**WHEREAS**, upon the deadline of submission of quotations on 14 September 2020, the NPC BAC Secretariat opened the quotation received and the BAC members proceeded to evaluate the same;

**WHEREAS**, based on the Abstract of Quotation, the BAC determined that it was only Media Meter, Inc. who submitted and passed the eligibility requirement with the bid amounting to Php 70,000.00, the terms of which is deemed more advantageous 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 the award for the procurement

of media monitoring services to Media Meter, Inc. with the Single Calculated and Responsive Quotation in the total amount of SEVENTY THOUSAND PESOS (Php70,000.00).

**RESOLVED** this 1<sup>st</sup> day of October 2020, through video conference meeting.

**ATTEST:**

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

Digitally signed by Ragsag  
Jonathan Rudolph Yandan  
Date: 2020.10.13 23:30:37  
+08'00'

**RAGSAG JONATHAN  
RUDOLPH YANDAN**  
*OIC-Chief, DSTSD*  
*BAC Member*

Sgd.  
**ATTY. AURELLE DOMINIC E. NARAG**  
*Executive Assistant IV*  
*BAC Member*

Digitally signed by Mendoza Ma  
Josefina Eusebio  
Date: 2020.10.14 09:41:55 +08'00'

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


Digitally signed by  
Villasoto Ivy Grace  
Torres  
Date: 2020.10.14  
09:31:33 +08'00'

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

Digitally signed by Patula Maria  
Theresita Elnar  
Date: 2020.10.13 20:52:11  
+08'00'

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

**Approved:**

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**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner*  
*Head of the Procuring Entity*  
Date: 15 OCT 2020



Republic of the Philippines  
**NATIONAL PRIVACY COMMISSION**

**NOTICE OF AWARD**

15 OCT 2020

**Mr. Brian John V. Herrera**  
 Managing Director  
 Media Meter, Inc.  
 3<sup>rd</sup> Flr. M&J Building, 121 Don. A. Roces Avenue,  
 Brgy. Laging Handa, Quezon City

**Dear Mr. Herrera:**

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 047-2020 series of 2020 the procurement of media monitoring services amounting to SEVENTY THOUSAND AND 0/100 PESOS (Php70,000.00), VAT inclusive, is awarded to MEDIA METER, INC., 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

15 OCT 2020

Conforme:

**Mr. Brian John V. Herrera**  
 Managing Director  
 Media Meter, Inc.  
 Date: **19 October 2020**

**CONTRACT**

**MEDIA MONITORING AND REPORTING**

This Contract for Media Monitoring & Reporting (hereinafter "Contract") is entered into this 16<sup>th</sup> day of DECEMBER, 2020, in Quezon City, Philippines by and between:

**MEDIA METER INC.**  
(Hereinafter referred to as the "Service Provider")

**AND**

**NATIONAL PRIVACY COMMISSION**  
(Hereinafter referred to as the "Client")

(Service Provider and Client are referred to as a "Party", or collectively the "Parties".)

Authorized Representatives of both Parties:

**SERVICE PROVIDER:**

BRIAN JOHN V. HERRERA  
MANAGING DIRECTOR

**CLIENT:**

RAYMUND E. LIBORO  
PRIVACY COMMISSIONER

<b>SERVICE PROVIDER ADDRESS:</b>	<b>CLIENT BILLING ADDRESS:</b>
3 <sup>rd</sup> Floor, 121 M&J Building, Don A. Roces Avenue, Quezon City, Philippines 1103	5 <sup>th</sup> Floor, Delegation Building, Philippine International Convention Center, Roxas Blvd., Pasay City

This contract serves as the official agreement between the SERVICE PROVIDER and the CLIENT covering the scope of work, payment terms and conditions and all stated content inclusions in this contract.

**SCOPE OF WORK**

The following outlines the scope of work to be performed by the SERVICE PROVIDER for the CLIENT for the duration of this Contract.

<b>MEDIAWATCH</b> <i>News Monitoring</i>	<p>An extensive media monitoring tool that tracks your media presence, mentions and exposure in the specified media outlets.</p> <ul style="list-style-type: none"> <li>▪ National Broadsheets</li> <li>▪ Tabloids</li> <li>▪ Magazines</li> <li>▪ Provincial Newspapers</li> <li>▪ Online News Websites</li> <li>▪ Blogs</li> <li>▪ TV (Metro Manila only)</li> <li>▪ AM Radio (Metro Manila only)</li> </ul> <p><i>*Refer to the annex page for full coverage of the media publications, stations and online news media websites.</i></p>
<b>VALUE-ADDED SERVICES</b>	<ul style="list-style-type: none"> <li>▪ Daily email alerts</li> <li>▪ Assigned Client Success Support</li> </ul>



	<ul style="list-style-type: none"> <li>▪ Access: Online library, Dashboard, and Mobile App access with free tutorial</li> <li>▪ Crisis Monitoring</li> <li>▪ Report Generator</li> <li>▪</li> </ul>
<b>REPORTS</b>	<ul style="list-style-type: none"> <li>▪ <i>Monthly Compilation of Data every 7<sup>th</sup> working day of the month (Excel File)</i></li> </ul>

### WEBSITE TOOLS & ACCESS

The following will be accessible for the CLIENT upon activation of the account and to its assigned users. The SERVICE PROVIDER will provide the CLIENT with a security key to access the website and its intelligent analytics.

- Website access for 5 users
- Content Dashboard for MEDIAWATCH
- Downloadable Content in PDF, Broadcast clips and Media data excel worksheets

### CONTRACT DURATION & PAYMENT TERMS

DURATION	Service shall start upon contract signing with 5 months contract duration
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### PAYMENT TERMS: Regular Monthly – 30 Calendar days upon receipt of invoice

SCOPE OF WORK	Monthly Subscription Fee Vat Inclusive
<b>MEDIAWATCH</b>	<b>PHP 14,000.00</b>
<b>GRAND TOTAL</b>	<b>PHP 14,000.00</b>

### THE SERVICES

#### MEDIAWATCH NEWS MONITORING SERVICE

The SERVICE PROVIDER will monitor news and current affairs clips and articles based on the information and keywords provided by the CLIENT. The SERVICE PROVIDER will perform research and monitoring of key terms as provided by the CLIENT.

**MEDIAWATCH** monitoring services will include the following in its Media coverage:  
Special coverage programs may incur additional fee if not covered in the Contract.

**Special Coverage** are news items that is not part of the daily program schedule of the network which covers extended airtime from the radio and television network.

Example: *Special Coverage on the POPE Visit / State of the Nation Address by the President.*

Print Media	Online	TV (Metro Manila)	AM Radio (Metro Manila)
Broadsheets Tabloids Magazines	*Online News PH *Blogs PH *Local Listing Only	News & Current affairs Newsflash Documentary programs PR programs *Special Coverage	News & Current affairs Newsflash Public announcement *Special Coverage

### **MEDIAWATCH DATA ACCURACY & SERVICE LEVEL CONDITIONS**

The SERVICE PROVIDER maintains above standards service quality in providing accurate and reliable media data to all our customers.

The following **will not be** considered as missed article/content

1. The keyword and search term are not in the existing account list of the CLIENT;
2. Keywords that are mispronounced, and/or misspelled
3. Media searches will be based from the service provider Parameters (Refer to Annex for complete listing of parameters monitored by the service provider)
4. The website/blog is not part of the current list where the SERVICE PROVIDER extracts content from;
5. Blind news items are not considered missed articles/content.
6. The online article/content was provided by the SERVICE PROVIDER within 24 hours:
7. Program such as Variety Shows, TV series, talk shows and other non-news programs are not part of this agreement and not considered as missed articles/content;
8. Websites, TV and Radio networks which are down or under maintenance during the media monitoring timeframe are not the responsibility of the SERVICE PROVIDER and for any news clips or articles not captured are external factors that is beyond the control of our operations.
9. CLIENT should inform the service provider 5 working days for any changes in their keywords or special request monitoring that is outside the scope of this agreement.
10. Keywords should be mentioned, and should be visible for TV and RADIO;

### **ADDITIONAL SCOPE OF WORK NOT INCLUDED IN THE CONTRACT**

The SERVICE PROVIDER maintains above standard operating procedures to assure our CLIENTS remains satisfied with their subscription. In any case that the CLIENT may require a specific service, report or an additional scope of work that is beyond what was stated in the primary requirement this will have an additional cost implication that will be agreed upon by the SERVICE PROVIDER and the CLIENT.

Prices are to be determined based on the following;

1. Duration of the Report;
2. Additional Account;
3. Comparative data reports;
4. Analysis and technical interpretation of data;
5. Data Segregation and Identification of Issue and Media highlights;
6. Other requests that require third party analysis;
7. Man-hours rendered by the Service Provider to accomplish the report;
8. Immediate reports that are requested by the CLIENT;

3-5 working days lead time is required by the SERVICE PROVIDER for preparation and counter checking of media data.

### **EMAIL NOTIFICATION FOR MEDIAWATCH**

The article and clippings shall be delivered by uploading them online to a secure website [www.media-meter.net](http://www.media-meter.net), where the CLIENT can access and view them. A login/password combination shall be provided



for the CLIENT for security and confidentiality of the information.

Schedule of alerts are listed on the table below.

Consolidated Email Alerts: To avoid receiving too many email alerts in one day, Media Meter will arrange a consolidated report for all media to be received in one email alert daily. Captures will be bundled according to topic with summary statement per topic

Media	Email Alert Delivery
Print Broadsheets and Tabloids	Monday - Friday 8:30AM  Saturday – Sunday and Holidays 12:00 Noon
Magazines	Every Friday of the Monitoring Month 2:00PM
Provincial Print Delayed 4-5 days from date of publication	Monday – Friday 8:00AM and 3:00PM  Saturday – Sunday 12:00 Noon
Online News / Blogs	Monday – Friday <b>1<sup>st</sup> email</b> 12:00PM to 4:00AM News 8:30AM  <b>2<sup>nd</sup> email</b> 4:00AM to 12:00PM News 2:00 PM to 4:00 PM  Weekends / Holidays 2:00 PM
TV / AM RADIO	Sunday to Friday  1st email From 4:00AM to 2:00PM Coverage Email send out on the Day 3:00PM compiled broadcast clips  2nd Email From 2:00PM to 1:00AM Coverage Email send out shall be provided the next day 3:00AM Compiled broadcast clips  <i>Note: Saturday Clips will be provided on Sunday 4:00 PM</i>

### EMAIL DISRUPTIONS

The SERVICE PROVIDER shall not provide Mobile SMS news / ad alerts to its CLIENT in case of email disruptions caused by any of the situations below. All monitored news / ads shall be emailed to the CLIENT or the CLIENT has the option to log into the website to view the news articles directly.

The delivery of email send outs will be affected due to the following reasons:

1. Natural Disasters;
2. Third Party Subscription (Cable TV network, Print Publications Online Website updates or down websites for repairs);
3. Severe Power interruptions;
4. Internet downtime;

5. Technical Repairs that affects the news links and data collection;
6. War or other political unrest that is beyond the control of the service provider;

The service provider shall notify the CLIENT via SMS, phone call or email before any disruption of its service (forecasted disruption). For unanticipated disruption, the service provider will notify the client within 4 hours after detecting the disruption.

## CLIENT SUPPORT

*Connect with us: (632) 7255-6069 / (632) 8529-2154*

The CLIENT may contact our CLIENT SUPPORT for any concern and/or inquiries about their subscription. The CLIENT may also directly call its assigned Client Success Manager for important and urgent concerns.

The CLIENT may contact the SERVICE PROVIDER from **7:00AM until 4:30PM, Monday – Friday** and on **weekends and holidays, from 8:00AM to 1:00PM**. Calls received after the operating hours shall be processed the following working day. The SERVICE PROVIDER shall provide to the CLIENT the contact details of the CLIENT SUPPORT TEAM

### Conditions:

1. All phone calls, emails and message from the CLIENT shall be properly documented and lined – up in our deliverables for the day.
2. The Client support team is trained to respond and answer your concerns within 24 hours or less, depending on the concern and inquiry of the CLIENT.

The SERVICE PROVIDER shall advise the CLIENT via email, phone call, and via our mobile SMS should there be any technical problem that the SERVICE PROVIDER may encounter during the monitoring period.

## WEBSITE ACCESS AND DATA MANAGEMENT CENTER

All scanned and captured articles, content data, clippings and other media materials covered by this contract shall be uploaded to the secure website [www.media-meter.net](http://www.media-meter.net). The website can be accessed using a username/password combination to be supplied by our customer service personnel upon activation of service subscription with the SERVICE PROVIDER. No changes shall be made to any login information without any written advice from the CLIENT. The SERVICE PROVIDER shall provide a free user-guide and tutorial service sessions, upon activation of the service monitoring subscription.

The media monitoring and reporting service shall be used by CLIENT in part or in its entirety, as it deems necessary for its day-to-day operations and strategic business purpose.

In addition to serving as an archive for news clippings, [www.media-meter.net](http://www.media-meter.net) is equipped with various features and a tools that allows the CLIENT to manage content, see real-time statistics, and conveniently download updated reports. For data protection, individual login access is given to a select number of users.

### KEY CLIENT BENEFITS

1. Get real time data statistics and analytical content dashboards;
2. Publication Media Tracking;
3. Journalist / Influencer Archive;
4. Article and Ads archive;
5. Get easy instant data compilation reports;



## CONTENT ACCESS

The Media Meter website also serves as the CLIENT's back – up tool to view your articles in case emails and in – transit communication should falter during regular monitoring schedules. The CLIENT can also view past articles and create instant numerical reports. Free tutorials shall be provided upon the CLIENT's request to the SERVICE PROVIDER. This particular tool is only applicable depending on the contract agreement based on the coverage stated on the Scope of Work as additional services.

## SERVICE TERMS AND CONDITIONS

### PAYMENT TERMS & SUBSCRIPTION

1. **Monthly Payment** - The CLIENT will be billed by the SERVICE PROVIDER on a monthly basis. The billing invoice is generated by the SERVICE PROVIDER on the first week of every month. Payment should be paid in full Thirty (30) calendar days upon receipt of billing invoice from the SERVICE PROVIDER.
2. **Delayed Payment** - If the CLIENT account remains to be unpaid after the due date, SERVICE PROVIDER reserves the right, upon notice to the CLIENT, to suspend all of its services, until such amounts have been paid full by the CLIENT.
3. **Service Resumption** – Suspended service will automatically resume twenty-four (24) hours upon receipt full payment from the CLIENT.
4. **Penalties** - Non-payment of the invoice Thirty (30) calendar days after its due date will incur a two percent (2%) penalty of the total cost to be charged except cost for VAT. Should the CLIENT fail to pay the due amount, the SERVICE PROVIDER shall require a written letter of explanation from the CLIENT on what caused the delay of payment
5. If despite negotiations done in good faith by both the SERVICE PROVIDER and CLIENT the contract is terminated due to the CLIENT's failure to pay the invoice price, the CLIENT agrees to pay liquidated damages equivalent to one (1) month of the subscription amount stated in this contract.
6. The CLIENT acknowledges that the costs detailed in this contract are limited to the period and scope of work stipulated. In the event that the CLIENT should, for any reason whatsoever, decide to:
  - a. \*extend the subscription, or
  - b. \*expand the scope of work,
  - c. \*require other new services not stated within this agreement
  - d. \*additional account subscription

The CLIENT will sign an **\*Addendum** with the SERVICE PROVIDER for any additional scope of work and agrees to pay the SERVICE PROVIDER an additional amount to be agreed upon by both parties, for work done in connection with the engagement or that may be required to complete the same. The VAT due on the additional amounts to be paid to the SERVICE PROVIDER shall be for the account of the CLIENT.

7. **Cancellation/Termination of Contract Upon Signing** Any cancellation/termination of subscription within Ninety (90) calendar days after this contract has been signed, the CLIENT agrees to pay forty (40%) of the total cost inclusive of vat stated in this contract. The CLIENT shall pay the amount due within Thirty (30) calendar days to the SERVICE PROVIDER upon

receipt of the billing invoice Any delays in payment as a result of cancellation of the agreement shall incur a late payment penalty fee of Two Percent (2%) based on the monthly subscription except cost for VAT.

8. **Cancellation/Termination of Contract over 90 calendar days** – Any cancellation/termination of the subscription after Ninety (90) calendar days of service the CLIENT agrees to pay the amount due for the duration the services rendered plus the account deactivation fee of Two Thousand Pesos (**PHP 2,000.00**). CLIENT must notify the SERVICE PROVIDER Thirty (30) calendar days in advance prior to its intended date of cancellation/termination. All amounts due to the SERVICE PROVIDER under this agreement at such date shall be immediately settled by the CLIENT within Thirty (30) calendar days. Any delays in payment as a result of cancellation of the agreement shall incur a late payment penalty fee of Two Percent (2%) based on the monthly subscription except cost for VAT
9. **End of Contract** – Upon the end of contract between the SERVICE PROVIDER and the CLIENT, the SERVICE PROVIDER shall discontinue sending email alerts and username and passwords would no longer be accessible by the CLIENT or any of its authorized users.
10. The CLIENT shall advise the SERVICE PROVIDER at least seven (7) working days before the contract ends for any service extension. If the SERVICE PROVIDER does not receive any notification from the CLIENT, the service subscription shall be discontinued.
11. **Renewal of Service** – The SERVICE PROVIDER will coordinate with the CLIENT at least (30) calendar days before the expiration of the Contract to confirm its renewal and to gather information and customer feedback for any concern or additional scope of work to be included on the next term of service with the SERVICE PROVIDER, subject to the mutual agreement of the parties.

#### **DATA SECURITY, CONTROLS & NON-DISCLOSURE POLICY**

1. The parties agree to protect the confidentiality of each other's Confidential Information in the same manner they protect the confidentiality of their own Confidential Information of like kind, but in no event shall either party use less than reasonable care. Access to the Confidential Information shall be restricted to those of each party's personnel or representatives or agents engaged in a use permitted hereby who have agreed in writing to abide by the terms of this Contract or who have confidentiality obligations in their contracts with the party employing them.
2. SERVICE PROVIDER will not be responsible for data privacy breaches caused by loss or mishandling on the part of the CLIENT or the CLIENT's representatives, of their respective usernames passwords and other reports submitted by the SERVICE PROVIDER. However, the SERVICE PROVIDER shall be responsible for any data privacy breach by any of its Representatives and the SERVICE PROVIDER agrees, at its sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
3. In case of any unauthorized use of CLIENT's usernames and passwords, CLIENT agrees to notify the SERVICE PROVIDER immediately within 24 hours upon knowledge thereof.
4. The SERVICE PROVIDER will only follow instructions and directives from assigned authorized personnel from the CLIENT. Any request and instruction coming from non-authorized personnel will not be entertained by the SERVICE PROVIDER. The SERVICE PROVIDER will report such incident to the authorized personnel only.



5. All information shared by the CLIENT with the SERVICE PROVIDER including, but not limited to, personally identifiable data, comments and annotations made on SERVICE PROVIDER's, website, email addresses in Media Meter, Inc. alerts or notification recipients, IP addresses, standard web login information and data charts, and insights or analyses gathered from CLIENT's collected print, broadcast and online clippings, will remain confidential even after the termination of this Contract. SERVICE PROVIDER hereby expressly undertakes that it shall observe the provisions of the DATA PRIVACY ACT OF 2012, as may be applicable, including the provisions contained in this Heading.
6. SERVICE PROVIDER will not share CLIENT's personal information with other companies or individuals outside of that of the SERVICE PROVIDER unless:
  - a) The sharing is done with CLIENT's written consent.
  - b) The sharing is needed for processing personal information on behalf of the SERVICE PROVIDER but with Client's prior written approval. In this event, SERVICE PROVIDER will require the third party to process such information in compliance with this privacy policy and any other appropriate confidentiality and security measures.
7. The obligations of the SERVICE PROVIDER contained in this section shall survive the termination of this Contract.
8. The CLIENT fully understands that the service provided by the SERVICE PROVIDER is for internal use only and cannot be mass produced to gain profit or resell the content to any individual, government agencies or other forms of business organizations. The articles and clippings are intended for research information gathering only.
9. Upon termination of the contract all information and data collected for the CLIENT shall be compiled and shall be turned over to the CLIENT. In any case that the data provided has been lost or mishandled by the CLIENT and requested for another copy, this will have a corresponding service cost to be determined by the SERVICE PROVIDER.
10. CLIENT will not share email, data, web and information provided by the SERVICE PROVIDER to any third party without the approval of the SERVICE PROVIDER.
11. The SERVICE PROVIDER will only provide the services for the CLIENT that is in direct contract with the SERVICE PROVIDER. Should the CLIENT request to add any recipient or extend the services that are outside or not part of the covered service agreement, this shall incur additional cost for the CLIENT.

*Not covered in this agreement are the following.*

- a. Extend the services to other subsidiaries and other companies
- b. Include third party entities such as consultants, third party agencies, suppliers
- c. Other companies, parties and even individuals not directly employed by the CLIENT

#### **INTELLECTUAL PROPERTY RIGHTS OF MEDIA METER INC.**

1. The SERVICE PROVIDER software is the exclusive property of the SERVICE PROVIDER. All rights, title and interest in or to any Intellectual Property Rights relating to the SERVICE PROVIDER software and the related logos, brand names, etc. are reserved. A personal, non-exclusive, non-transferable right and license is being granted to CLIENT, solely for CLIENT'S own internal business purposes, to use any Software made available to CLIENT as part of the Services. CLIENT shall not have any interest in the Software, except for the license granted to CLIENT under this Agreement. CLIENT will not make any alteration, change or modification to any of the SERVICE PROVIDER website, user interface, including the Software used by SERVICE PROVIDER in connection with providing the Services for the CLIENT. Any Feedback provided by CLIENT, including, in each case all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of the SERVICE PROVIDER or its licensors. CLIENT hereby assigns to SERVICE PROVIDER all of its right,

title, and interest in and to any Feedback, including all Intellectual Property Rights therein or relating thereto.

2. All right, title and interest in and to the CLIENT Data and all related Intellectual Property Rights, modifications and additions thereto shall at all times remain with CLIENT. CLIENT grants SERVICE PROVIDER a limited license, during the Term, to use and display CLIENT Data within the Software solely to permit CLIENT to access the Services by way of login by Authorized Users or as required for SERVICE PROVIDER to provide the Services. SERVICE PROVIDER shall use commercially reasonable efforts to maintain the security and integrity of Client Data.
3. CLIENT shall not, and shall not allow third parties to: license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the services to other third party.
4. CLIENT will not be allowed to use robots, crawlers or any forms to gather data within the SERVICE PROVIDER software any confirmed violation of such will result in automatic termination of the service. The CLIENT will also be banned from using the SERVICE PROVIDER software or any of its services perpetually.

#### TRADEMARKS

1. CLIENT is the owner of all logos, marks and the names of the CLIENT.
2. CLIENT grants the SERVICE PROVIDER the rights to use CLIENT logos, marks and names solely for the purpose of completing and delivering the work and projects that are covered under the scope of this Contract.
3. Any use of CLIENT logos, marks and name outside the scope of this Contract will require the express written consent of approval of the CLIENT.

#### DISPUTE RESOLUTION

The parties agree to use best efforts to amicably resolve any dispute arising out of or relating to this Contract.

#### GOVERNING LAW

This agreement is governed by the laws of the Republic of the Philippines. Venue for any dispute shall be chosen by the SERVICE PROVIDER.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate by their respective duly authorized representatives as of the day and year first above written.

**MEDIA METER INC.  
SERVICE PROVIDER**

By:



**BRIAN JOHN V. HERRERA  
MANAGING DIRECTOR**

**NATIONAL PRIVACY COMMISSION  
CLIENT**

By:



**RAYMUND E. LIBORO  
PRIVACY COMMISSIONER**



## ANNEX PAGE

### MEDIA LIST FOR MEDIA MONITORING Covering Print Publication, Online, TV and Radio Stations Updated as of 4<sup>th</sup> Quarter of 2020

#### NOTES & LIMITATIONS

- The team will track and monitor news and content based on this list and the parameters of the agreement.
- The menu of the list of media coverage may evolve from time to time without prior notice from the team.
- Updates on the list will be based on the capacity of the team's operations and on any additional requirements from the client requiring approval and verification. Additional requests may also be subject to additional cost, depending on the requirements.
- Due to the ongoing quarantine certain print publications may encounter delays or may have been discontinued. Should an online version be available the SERVICE PROVIDER will then harvest media data from the online version of the print.

#### NATIONAL NEWSPAPERS

Dailies / Broadsheets	<ol style="list-style-type: none"> <li>1. Philippine Daily Inquirer (PDF)</li> <li>2. Manila Bulletin (PDF)</li> <li>3. The Philippine Star (PDF)</li> <li>4. Business World (PDF)</li> <li>5. Business Mirror (PDF)</li> <li>6. Malaya</li> <li>7. Manila Times (PDF)</li> <li>8. Manila Standard (PDF)</li> <li>9. The Daily Tribune (PDF)</li> </ol>
International Newspapers *Note 1-3 days delay	<ol style="list-style-type: none"> <li>1. Financial Times</li> <li>2. United Daily News (PDF)</li> <li>3. World News</li> <li>4. Chinese Journal Today</li> <li>5. The Foreign Post</li> </ol>
Tabloids	<ol style="list-style-type: none"> <li>1. Abante</li> <li>2. Abante Tonight</li> <li>3. Bagong Sagad</li> <li>4. Balita</li> <li>5. Bulgar</li> <li>6. People's Journal</li> <li>7. People's Tonight</li> <li>8. Pilipino Star Ngayon (PDF)</li> <li>9. Pang-Masa (PDF)</li> <li>10. Police Files Tonight</li> <li>11. Tempo (PDF)</li> </ol>

#### PRINT PUBLICATION MAGAZINES

Monthly/ Bi-Monthly/ Quarterly Publication

Subscription Cycle

Monthly

Publication Title

1. Agriculture (Manila Bulletin Issue; PDF)
2. Animal Scene (Manila Bulletin Issue; PDF)
3. C!
4. Gadgets
5. Lifestyle Asia (PDF)
6. Metro
7. Mega (PDF)
8. Metro Society (PDF)
9. Orient Aviation (PDF only)
10. Philippine Tattler
11. Pulp

	12. Speed 13. Travel Leisure (PDF) 14. Philippine Primer (PDF only) 15. Smile (PDF only) 16. Mabuhay (PDF only) 17. Caliber Magazine 18. Cook 19. Garage 20. La Isla 21. Art+ 22. Madrid Agribusiness 23. People Asia (PDF) 24. Sparkling!
Volume Bi-monthly or Quarterly	1. High Life (Business World Issue) 2. Inflight 3. Madrid Agribusiness 4. The Corporate 5. D + C 6. Travelife 7. Bravo Filipino Mag 8. VIP Magazine 9. Archikonst 10. BluePrint 11. Torque 12. F&B Report 13. Grid 14. Lantawan
Bi Monthly or Quarterly	1. Asian Dragon 2. Garage 3. Inside Racing 4. Travel Now (with PDF) 5. Metro Home & Entertaining 6. Asian Traveller 7. Metro Home 8. Money Sense 9. Philippine Tatler (PDF) 10. Wedding Essentials (PDF)
Weekly	1. Biz News Asia 2. Philippine Graphic 3. Liwayway 4. Starweek (Philippine Star Issue) 5. Panorama (Manila Bulletin Issue) 6. Health & Fitness (Business Mirror Issue)

**PRINT PROVINCIAL PUBLICATIONS** (note: 3-5 days delay)

Location	Publication
Pampanga	1. Punto Central (PDF) 2. SunStar Pampanga (PDF)
Baguio	1. SunStar Baguio (PDF) 2. ZigZag Weekly 3. Baguio Midland Courier Weekly
Davao	1. Mindanao Times (PDF) ( <i>not available since Nov 2020 until further notice by the publication</i> ) 2. Sunstar Davao (PDF) 3. Bandera Mindanao ( <i>not available since March 2020 until further notice by the publication</i> ) 4. Edge Davao (PDF)
Cebu	1. SunStar Cebu (PDF)

	<ol style="list-style-type: none"> <li>2. The Freeman (PDF)</li> <li>3. SunStar Super Balita (PDF)</li> <li>4. Banat News (PDF)</li> </ol>
Zamboanga	Zamboanga Times
Cagayan de Oro	<ol style="list-style-type: none"> <li>1. Mindanao Gold Star Daily (<i>not available since March 2020 until further notice by the publication</i>)</li> <li>2. SunStar Cagayan (PDF) (<i>not available since July 2020 until further notice by the publication</i>)</li> <li>3. Mindanao Business Week (PDF)</li> <li>4. Mindanao DailyNews (PDF)</li> </ol>
Bacolod	<ol style="list-style-type: none"> <li>1. Visayan Daily Star (<i>PDF not available since March 2020 until further notice by the publication</i>)</li> <li>2. SunStar Bacolod (PDF)</li> <li>4. Watchmen Daily Journal (<i>not available since March 2020 until further notice by the publication</i>)</li> </ol>
Ilo-Ilo	<ol style="list-style-type: none"> <li>1. Panay News (PDF)</li> <li>2. The Daily Guardian (PDF)</li> <li>3. The Capiz Times (<i>PDF not available since March 2020 until further notice by the publication</i>)</li> </ol>
Palawan	<ol style="list-style-type: none"> <li>1. Palawan News (<i>PDF not available since March 2020 until further notice by the publication</i>)</li> </ol>

### **BROADCAST TV**

MediaWatch Coverage Whole Day Monitoring	<b>Channel</b> <ol style="list-style-type: none"> <li>1. ANC</li> <li>2. PTV 4</li> <li>3. TV 5</li> <li>4. GMA 7</li> <li>5. GMA News TV</li> <li>6. CNN Philippines</li> <li>7. IBC 13 (<i>Evening monitoring only</i>)</li> <li>8. Net 25</li> <li>9. Aksyon TV</li> <li>10. UNTV</li> <li>11. Teleradyo DZMM</li> <li>12. One News (Formerly Bloomberg)</li> <li>13. DZIQ TV</li> <li>14. DZRH TV</li> <li>15. One PH (Signal TV)</li> </ol>
For Special Monitoring Upon Request (1-2 days notice)	<ol style="list-style-type: none"> <li>1. CNN International</li> <li>2. Metro Channel</li> <li>3. CNBC</li> <li>4. Fox Sports News</li> <li>5. ETC</li> <li>6. AXN</li> <li>7. Fox Life</li> </ol>

### **BROADCAST AM RADIO**

MediaWatch Coverage Whole Day Monitoring	<b>Channel</b> <ol style="list-style-type: none"> <li>1. DZXL 558 – Radyo Trabaho</li> <li>2. DZBB 594 – Super Radyo</li> <li>3. DZMM 630 – Radyo Patrol</li> </ol>
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	<ol style="list-style-type: none"><li>4. DZRH 666</li><li>5. DZRB 738 – Radyo Pilipinas</li><li>7. DWIZ 882</li><li>8. DZIQ 990 – Radyo Inquirer</li><li>9. Radyo Singko FM</li></ol>
For Special Monitoring Upon Request	<ol style="list-style-type: none"><li>1. DZRJ 810 – Voice of the Philippines</li><li>2. Bombo Radyo FM</li></ol>

## ONLINE NEWS SITES & BLOGS

The monitoring tool covers thousands of websites on its list of recommended websites and blog sites in the Philippines. The full listing of websites can be provided upon the request of the client. This parameter is continuously updated due to the ongoing updates of websites and also validation of legitimate and safe to search website.

The upgrades and update on the list are done on the following protocols.

- The website is a legitimate website and is safe to conduct research
- The website does not contain any forms of viruses, spam wares that may cause problems for monitoring and research.
- The website is consistently active and updated in the past 3 months

**Note:** Websites should be published in English and Tagalog only

For Websites outside the geo location of the Philippines (International Websites) this is not included and can only be part of the parameter if this is covered under the active agreed contract between or as requested.


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SUBSCRIBED AND SWORN TO before me this 16<sup>th</sup> December 2020, parties exhibiting to me their following identification cards, with their pictures and signature therein:

NAME	ID PRESENTED	ID NUMBER	EXPIRY DATE
RAYMUND ENRIQUEZ LIBORO	PASSPORT	S0012461A	10/29/22
BRIAN JOHN V. HERRERA	PASSPORT	P0790129B	2/21/2029

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PAGE NO. 70  
BOOK NO. IV  
Series of 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