

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 29 January 2024 in Metro Manila, Philippines, 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, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner and Chairman, RAYMUND ENRIQUEZ LIBORO (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

RONALDO V. POLANCOS, Filipino, of legal age, residing at [REDACTED]
(hereinafter referred to as the "CONSULTANT");

The NPC and the CONSULTANT shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement for a highly technical consultant for the conduct of seminar workshops on installation of Quality Management System (QMS) certifiable to ISO 9001:2015.

WHEREAS, the CONSULTANT has participated in the bidding process of a Small Value Procurement for the abovementioned project by submitting a quotation and other pertinent documents;

WHEREAS, NPC has awarded above-mentioned project to the CONSULTANT and has confirmed award amounting to THREE HUNDRED FIFTY THOUSAND PESOS (Php350,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws. A copy of the Notice of Award is attached and made an integral part of this Agreement;

WHEREAS, the CONSULTANT will provide services set forth below and in the Terms of Reference, which are to be herein collectively referred to as the "SERVICES";

WHEREAS, the CONSULTANT has presented itself to NPC as having the knowledge, competence and skill which are necessary and indispensable in carrying out the SERVICES set forth herein;

NOW, THEREFORE, the CONSULTANT and NPC, in consideration of the mutual covenants hereinafter set forth agree as follows:

350,000 pesos

1. Services

The CONSULTANT shall perform and provide any and all that is necessary to deliver the SERVICES specified in the Terms of Reference (TOR) within the timeline specified therein. A copy of the Terms of Reference is hereto attached as "ANNEX B" and made an integral part of this Agreement.

A. Deliver services with the following activities:

1. Module 8: Understanding Your Interested Parties (Stakeholders/ Customers)
 - Stakeholder Analysis, Needs and Expectations of Customers and Stakeholders
 - SWOT Analysis
2. Module 9: Understanding the ISO Standards
 - ISO Overview/ Management Responsibility
 - QMS Principles
 - QMS Clauses

B. Conduct trainings with lectures, coaching sessions and workshops on January - March 2021 through online platform

2. Duration

The CONSULTANT shall deliver its obligations to NPC within the period between January 2021 and March 2021 or any other period as may be subsequently decided by the parties through a written agreement. Delivery shall only be considered complete upon mutual agreement by the parties that the consulting services are satisfactory to the standards agreed upon by the parties. The CONSULTANT shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC within thirty (30) days from receipt of notice from NPC; otherwise, this Agreement shall be terminated without need for any further notification.

*and de p...
—*

3. Payment

As consideration for the full and faithful performance by the CONSULTANT of his obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the CONSULTANT a total amount of THREE HUNDRED FIFTY THOUSAND PESOS (Php350,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

Deliverables	Amount (Php)
Module 8: Understanding Your Interested Parties (Stakeholders/ Customers)	175,000.00
Module 9: Understanding the ISO Standards	175,000.00
Total	350,000.00

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

Payment shall be made in Philippine Pesos in two (2) equal payments, upon submission of the following documents:

1. Accomplishment Report
2. Statement of Performance
3. Billing/Claim of Payment
4. Acceptance of Output

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

4. Project Administration

NPC designates the Quality Management Representative as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The CONSULTANT shall submit all deliverables and reports to the Quality Management Representative which the latter should accept before processing of payment may commence.

5. Performance Standard

The CONSULTANT undertakes to perform the SERVICES with the highest standards of professional and ethical competence, and integrity.

The CONSULTANT likewise binds itself to follow the standards imposed by NPC in the delivery of the required services. In relation with this, the CONSULTANT shall provide a monthly report with the

standards

NPC to show progress of the SERVICES specified in this Agreement.

6. Confidentiality and Data Privacy

In the course of the undertaking between NPC and CONSULTANT, any data received by latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authority from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by CONSULTANT from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

The CONSULTANT shall sign a Non-Disclosure Agreement which shall form part of this contract.

7. 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.

8. Suspension of Contract

NPC may, by written notice of suspension to the CONSULTANT, suspend this Agreement if the CONSULTANT 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 CONSULTANT may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) 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.

9. Termination of Contract

NPC, by written notice sent to the CONSULTANT, 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 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)

Endorsement

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 CONSULTANT's receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased;
or c) The CONSULTANT fails to perform any other obligation under the contract.

10. Relationship

This Agreement neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the CONSULTANT is an independent contractor and shall not be considered as an employee of NPC.

11. Dispute Resolution

In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any party contends that a claim cannot be submitted to alternative dispute resolution, that party shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.

12. Ownership of Material

All articles, plans, studies, reports or other materials prepared by the CONSULTANT under this Agreement shall exclusively belong to and remain the property of NPC.

13. Engaging in Related Activities

The CONSULTANT agrees that, during the term of this Agreement and after its termination, the CONSULTANT and any entity or individual affiliated with it shall be disqualified from providing goods, works or services for any project resulting from or closely related to the herein services provided to NPC.

14. Insurance

The CONSULTANT shall be responsible for taking out any appropriate insurance coverage.

15. Assignment

The CONSULTANT shall not assign this Agreement or subcontract any portion of it without prior written

and updown

consent from NPC.

16. Governing Law

This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

17. Miscellaneous Provisions

The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding 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.



RONALDO V. POLANCOS
Consultant



RAYMUND ENRIQUEZ LIBORO
Commissioner and Chairman
National Privacy Commission

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
City of _____) Ss.

BEFORE ME, a Notary Public for and in the above jurisdiction on this _____ personally appeared:

Name	Competent Proof of Identity	Date of Issue	Place of Issue
RONALDO V. POLANCOS	[REDACTED]		
RAYMUND ENRIQUEZ LIBORO	[REDACTED]		

Known to me to be the same persons who executed the foregoing Contract Agreement for the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only seven (7) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this ~~FEB 03, 2021~~ at Pasay City, Philippines.

NOTARY PUBLIC

Doc. No. 90
Page No. 19
Book No. 1
Series of 2021.

J
ATTY. JOAN THERESE C. MEDALLA
Notary Public for Pasay City
Commission Order No. 20-35
(Until December 31, 2021)
Roll of Attorneys No. 73558
IBP OR No. 142932 / 01-07-2021 / Quezon City
PTR No. 7075049 / 01-07-2021 / Pasay City
Admitted to the Philippine BAR on June 19, 2019
SF Delegation Building, PICC, Roxas Boulevard, Pasay City

and by



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

TERMS OF REFERENCE

**CONSULTANCY SERVICES: ENGAGEMENT OF HIGHLY TECHNICAL
CONSULTANT FOR THE CONDUCT OF SEMINAR-WORKSHOPS ON
INSTALLATION OF QUALITY MANAGEMENT SYSTEM (QMS)
CERTIFIABLE TO ISO 9001:2015**

I. INTRODUCTION

The National Privacy Commission (“NPC” or the “Commission”) is an independent body mandated to administer and implement the Data Privacy Act of 2012 (DPA), and to monitor and ensure compliance of the country with international standards set for data protection.

Being a relatively new government agency, which started operations in 2016, the NPC strives to embody the ideals of good governance in its day-to-day operations, ensuring transparency, accountability, and efficient processes for the performance of its public functions and the provision of public services. This involves streamlining of processes and minimizing requirements.

Executive Order No. 605 series of 2007, “Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program, amending for the Purpose Administrative Order No. 161, s. 2006” mandates that all government institutions to have a Quality Management System. The said EO was strengthened by the directive of President Rodrigo R. Duterte that all government agencies must secure the trust and confidence of all its stakeholders, especially the Filipino citizens.

QMS refers to the organizational structure, responsibilities, procedures, processes and resources needed to implement quality management. This standard specifies requirements for a quality management system when an organization: needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements; and aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements. All the requirements of ISO 9001:2015 are generic and are intended to be applicable to any organization, regardless of its type or size, or the products and services it provides.

The NPC will procure and engage a Highly Technical Consultant to provide the necessary trainings and workshops to equip the NPC Officials and employees in the implementation of QMS. The engagement will be for a period of November to December 2020, in compliance to the provisions of Section 4. Transitory Provisions of Executive Order No. 91, which allows delivery, inspection and payment not later than 31 December 2020 for maintenance and other operating expenses as well as other capital outlays obligated until 31 December 2020.

Initially, the QMS training workshop was scheduled from December 2019 up to June 2020, however due to the pandemic, the workshop was prevented. The National Government thru the Proclamation No. 929, "Declaring a State of Calamity Throughout the Philippines due to Corona Virus Disease 2019" on 16 March 2020. In line with this, the NPC complied to the said proclamation and prohibits the conduct of the training workshop.

Recently, the government is declaring modifications in the country from ECQ, GCQ and MGCQ in which some of the activities and projects in the Philippine Government are gradually commencing. In view thereof, the NPC management opts to continue the remaining modules/lectures of the QMS training workshop in preparation for the ISO 9001:2015 certification.

II. SCOPE OF WORK

The Consultant is expected to:

A. Deliver services with the following activities:

1. Module 8: Understanding Your Interested Parties (Stakeholders/ Customers)
 - Stakeholder Analysis, Needs and Expectations of Customers and Stakeholders
 - SWOT Analysis
2. Module 9: Understanding the ISO Standards
 - ISO Overview/ Management Responsibility
 - QMS Principles
 - QMS Clauses

B. Conduct trainings with lectures, coaching sessions and workshops on January - March 2021 through online platform.

III. PARTICIPANTS

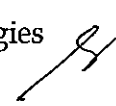
The trainings and workshops will be attended by at least (fifty) 50 NPC personnel and officials.

IV. DURATION

The term of the Consultant shall not go beyond 31 March 2021 from signing of the contract.

V. QUALIFICATIONS OF THE CONSULTANT

The Consultant must have:

- a. Has at least ten (10) years of experience working with any government agency in the implementation of nationwide Continuous Improvement (CI) Program
 - b. Has assisted at least ten (10) any government agency in its certification for ISO 9001:2015 Quality Management System
 - c. With expertise in government operational system in at least three levels of governance (Central, Regional, District/Division Offices)
 - d. With expertise in information system and security technologies
- 

VI. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is three hundred fifty thousand pesos (Php 350,000.00), and shall be inclusive of all taxes, duties, fees, levies and other charges imposed under applicable laws

VII. SCHEDULE OF PAYMENTS

Payment shall be made upon submission of accomplishment report per training module, as follows:

Deliverables	Amount (Php)
Module 8: Understanding Your Interested Parties (Stakeholders/ Customers)	175, 000.00
Module 9: Understanding the ISO Standards	175, 000.00
Total	350, 000.00

VIII. SELECTION PROCESS

The procurement of the Highly Technical Consultant shall be based on applicable government laws, rules and procedures.

Prepared by:

Sgd.



ROSALY B. SANTOS
Chief, Human Resource Development Division/
Head, Secretariat, Quality Management Team

Approved by:



ATTY. MARIA THERESITA E. PATULA
Director IV, Legal and Enforcement Office /
Quality Management Representative



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 29 JANUARY 2021 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

MR. RONALDO V POLANCOS hereinafter referred to as the "**Consultant**"

The undersigned **Consultant** 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 **Consultant** 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 **Consultant**
- c) Information that is known and possessed by the **Consultant** prior to the disclosure to the **Consultant** 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 **Consultant**, 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 **Consultant**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Consultant** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Consultant** 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 **Consultant** shall maintain the duty of professional secrecy with regard to confidential information to which the **Consultant** 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 **Consultant** 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.

Antonio Polanco

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Consultant** 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 **Consultant** and which are obtained during the **Consultant's** term, employment or contract. The **Consultant** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Consultant** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Consultant** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Consultant** shall take all possible measures to limit such disclosure and make best efforts to afford the confidential information the highest level of protection.

In the event that the **Consultant** accidentally makes an unauthorized disclosure of any confidential information, the **Consultant** 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 **Consultant** shall also report and notify the **NPC**, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breach of this Agreement committed by other **Consultant /S** of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Consultant /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultant** 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 **Consultant**.

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

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 **Consultant**. 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 Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other case or circumstances, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

on the part of

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

RONALDO V. POLANCOS

CONSULTANT

Signed in the presence of:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

BEFORE ME, a Notary Public for and in Pasay City on FEB 03, 2021, personally appeared the following persons with their government-issued identification cards, to wit:

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO		
RONALDO V. POLANCOS		

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. 91
Page No. 284
Book No. 1
Series of 2021

ATTY. JOAN THERESE C. MEDALLA

Notary Public for Pasay City
Commission Order No. 20-35
(Until December 31, 2021)
Roll of Attorneys No. 73558
IBP OR No. 142932 / 01-07-2021 / Quezon City
FTR No. 7075049 / 01-07-2021 / Pasay City
Admitted to the Philippine BAR on June 19, 2019
5F Delegation Building, PICC, Roxas Boulevard, Pasay City