



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

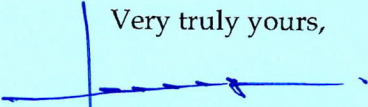
28 JUN 2021

Mr. Brian John V. Herrera
Managing Director
Media Meter Inc.
3rd Floor M&J Building,
121 Don A. Roces Avenue, Quezon City

Dear Mr. Herrera,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee (NPC-BAC), per BAC Resolution No. 053-2021 series of 2021, the contract for the procurement of Media Monitoring Professional Services amounting to *SEVENTY-FIVE THOUSAND PESOS (Php 75,000.00)*, VAT inclusive, and subject to other applicable taxes and fees is hereby 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

28 JUN 2021

Anna Benjie Puzon
Digitally signed
by Anna
Benjie Puzon

Conforme:

Mr. Brian John V. Herrera
Managing Director
Media Meter Inc.
Date: _____

Ref No.: _____

NPC_DIT_NOA-V1.0, R0.0, 03 June 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
Resolution No. 053-2021, Series of 2021

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

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 Professional Services under APP Item No. 2020-0120 with an Approved Budget for the Contract (ABC) amounting to Php85,000.00;

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 said IRR;

WHEREAS, a Request for Quotation (RFQ) was posted in the PhilGEPS and NPC website as well as the NPC bulletin board, and was likewise sent to three (3) suppliers, namely, Media Meter Inc., MediaBanc and 7th Media via electronic mail. However, two (2) of the aforesaid suppliers failed to submit their respective quotations. Only one (1) supplier, **Media Meter Inc.** submitted its quotation;

WHEREAS, on 03 June 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) proceeded to evaluate the submitted quotation by **Media Meter Inc.** and determined that it has passed the technical, legal, and financial requirements mandated under R.A. No. 9184 and was declared by the NPC-BAC to be the single calculated and responsive quotation at a bid price of **SEVENTY-FIVE THOUSAND PESOS (Php75,000.00)**;

NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC-BAC hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award for the procurement of Media Monitoring Professional Services to **Media Meter Inc.** in the total amount of **SEVENTY-FIVE THOUSAND PESOS (Php75,000.00)**.

Ref No.: 053-2021

NPC_BAC_RESO-V1.0, R0.0, 05 April 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

RESOLVED this 3rd day of June 2021, through video conference meeting.


ATTEST:


Digitally signed by
Espanilla Erwin Dejuco
Date: 2021.06.24
09:00:26 +08'00'
MR. ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member


Digitally signed by Narag
Aurelle Dominic Espita
Date: 2021.06.25
09:00:52 +08'00'
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member


on study leave when routed for signature
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

On official business
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member


Digitally signed by
Villasoto Ivy Grace Torres
Date: 2021.06.24 23:01:17
+08'00'
ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

Patula Maria
Theresita Elnar
Digitally signed by Patula Maria
Theresita Elnar
Date: 2021.06.24 13:40:57 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 28 JUN 2021

Ref No.: 053-2021

NPC_BAC_RESO-V1.0, R0.0, 05 April 2021



CONTRACT

MEDIA MONITORING AND REPORTING

AUG 31 2021

This Media Monitoring and Reporting Contract ("Contract") is entered this _____ 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")

(Media Meter and Client are referred to individually as a "Party", or collectively the "Parties".)

Authorized Representatives of both Parties:

MEDIA METER INC:

NATIONAL PRIVACY COMMISSION:

BRIAN JOHN V. HERRERA
MANAGING DIRECTOR

RAYMUND E. LIBORO
PRIVACY COMMISSIONER

SERVICE PROVIDER ADDRESS:	CLIENT BILLING ADDRESS:
3rd Floor, M&J Building, 121 Don A. Roces Ave., Quezon City, Philippines 1103	5th Floor, Delegation Building, Philippine International Convention Center, 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

TASKED TO BE PERFORMED
<p>I. Background</p> <p>Republic Act No. 10173 or the Data Privacy Act of 2012 mandates the National Privacy Commission (NPC) to ensure compliance of personal information controllers with provisions of the Act and promote a culture protective of the data privacy rights of citizens, among others. To help fulfill said mandates, the NPC has communicated information about its programs, policies and activities to the public through all media channels. As a result, said information has reached different segments of the population at different times via print, broadcast and online media. Establishing the extent of this reach is essential in determining the effectiveness of said communication initiatives in increasing public awareness about data privacy and the NPC. It is also useful in ascertaining whether the NPC's credibility is gaining around and its official pronouncements, getting accurate exposure and traction, and by how much. Reaching our target audience, however, is only half the challenge. Determining the quality of the information that media is dispatching to the public is just as important, as this provides a measure on the quality of perception that the public have about the NPC and issues it espouses, as well as the contexts by which they appear in public conversations. The NPC's overall media presence is a measure of the recall and awareness of media practitioners about the Commission, which directly shapes the perception and opinion of the public in general, key influencers and decision-makers. As such, it should be closely monitored, as it serves as an accurate bases for communications management decisions by the Commission.</p> <p>To determine the extent and quality of the Commission's media presence, daily media pickups and mentions from all media outlets need to be tracked and examined. Presently,</p>

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there exists 29 national dailies; 67 periodicals; 14 national TV channels; 10 AM stations; 40 provincial publications; and thousands of websites that are potential carriers of NPC messages.

Monitoring all these channels on daily basis would require a dedicated team. Aside from having access and/or subscriptions to all media channels, such a team should also be able to curate all pertinent media clippings in easily retrievable form, calculate their PR value, and file them into a report, preferably with a basic analysis of gathered data on a monthly basis, to serve as tool for measuring effectiveness of internal media relations effort. Building and maintaining such a dedicated team is presently beyond the capacity of the Commission and may not be cost-efficient.

Wherefore, the services of a media monitoring service provider is proposed to help the NPC consistently weight its media presence in a timely, accurate, and comprehensive manner; in a conveniently accessible format; and at a reasonable cost –and thereby allow it to effectively pursue evidence-based public communications initiatives.

II. Objectives

Media monitoring would allow us to measure:

- The frequency of public conversations about data privacy, the NPC, its role, and adjacent issues/ topics;
- The context by which such conversations are taking place in relation to adjacent issues;
- The quality of such conversations, especially as it mirrors the grasp/ appreciation by media practitioners of the topic; and
- The image with which the Commission and/or its officers are being portrayed in the public mind.

III Specifications

A. Technical

The SERVICE PROVIDER will perform the following:

- Scan all relevant media outlets for pickups and mentions about the CLIENT, its related issues, and principals;
- Process and analyze each clip for AD and PR values;
- Provide daily summaries in easily accessible formats;
- Provide convenient access to original clippings for content review purposes; and
- Prepare a summarized version of the report highlighting key metrics;

B. Order Fulfillment

Address National Privacy Commission
5th Floor, Delegation Building, Philippine International Convention Center, Pasay City
Contract Period September 1, 2021 to December 31, 2021.

IV. MODE OF PROCUREMENT

The mode of procurement shall be Small Value Procurement.

V. NATURE OF PROCUREMENT

This shall follow the procurement guidelines under "Goods and Services".

VI. SOURCE OF FUNDS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

The source of fund is the Annual Procurement Plan FY 2021 with Item No. 2021-0120. The approved budget for the contract is Eighty-five thousand pesos (Php 85,000.00) only.





VII. EVALUATION OF GOODS/SERVICES DELIVERED

The evaluation of the service will be done through End-User acceptance and shall follow the specified payment terms indicated in the Payment Terms and Duration of Service section below.

CLIENT SUPPORT Other Inclusions	<ul style="list-style-type: none"> • Daily Email Notification • Website with Dashboard access • Assigned Client Success Manager for Service Calibration
FEATURES	<ul style="list-style-type: none"> • Data Report Generator • Downloadable Content in Excel • Download Print content in PDF • Download Videos and Radio Broadcast • Mobile App

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.

1. Account access for three (3) users
2. Content Dashboard for MEDIAWATCH
3. Downloadable Content and Media data excel worksheets

PAYMENT TERMS & DURATION OF SERVICES

DURATION	September 1, 2021 to December 31, 2021
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PAYMENT TERMS: The CLIENT will be billed by the SERVICE PROVIDER on a monthly basis. The billing invoice, *with complete documents*, 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. The form of payment shall be determined by the CLIENT in accordance with the usual accounting and auditing rules of the government.

SUBSCRIPTION COST	
Monthly Subscription Service Inclusive of 12% VAT	PHP 15,000.00 VAT Inc.
Total Subscription Service Inclusive of 12% VAT	PHP 75,000.00 VAT Inc.

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.

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

DATA ACCURACY & SERVICE LEVEL CONDITIONS

The SERVICE PROVIDER maintains above standards service quality in providing accurate and reliable media data to the CLIENT.

The following will not be considered as missed article or content:

1. The Keyword and/or search term that is not found in the existing account list of the CLIENT; For any changes in their keywords or special request monitoring, CLIENT should inform the SERVICE PROVIDER within five (5) working days.
2. Keyword that is mispronounced, and/or misspelled, except when the mispronunciation is obvious to the ordinary listener and/or when the misspelled word is surrounded with other keywords in the existing account list of the CLIENT;
3. Media, website or blogsite which is not included in the last version of the Media List for Media Monitoring (refer to Annex) provided by the SERVICE PROVIDER to the CLIENT;
4. Blind news items are not considered missed articles/content.
5. Online article or content which has been published for less than 24 hours;
6. Variety Shows, television series, talk shows and other non-news programs;
7. Articles or contents published or broadcasted on a website, TV and/or radio network which is under maintenance during the media monitoring timeframe, subject to rules on notification, and for any news clips or articles not captured are external factors that is beyond the control of our operations, except when it is proven that the SERVICE PROVIDER has committed any negligence which contributed to the happening of such external factor/s; and
8. Keywords not mentioned or not visible for TV and RADIO.

EMAIL NOTIFICATION

The article and clippings shall be delivered by uploading them online to a secure website 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, the SERVICE PROVIDER 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	Weekdays - 8:30AM Weekends and Holiday - 12:00 Noon
Magazines	Every Friday - 2:00PM

Provincial Print Delayed 4-5 days from date of publication	Weekdays - 8:00AM and 3:00PM Weekends and Holidays - 12:00Noon
Online News / Blogs	Weekdays 1 st email 12:00PM to 4:00AM News 8:30AM 2 nd email 4:00AM to 12:00PM News 2:00 PM to 4:00 PM Weekends / Holidays 2:00 PM
TV / AM Radio	Sunday to Friday 1 st email From 4:00AM to 2:00PM Coverage Email send out on the Day 3:00PM compiled broadcast clips 2 nd Email From 2:00PM to 1:00AM Coverage Email send out shall be provided the next day 3:00AM Compiled broadcast clips Note: Saturday Clips will be provided on Sunday 4:00 PM

EMAIL DISRUPTIONS

All monitored news or ads shall be sent via e-mail to the CLIENT. The CLIENT also has the option to log into the website to view the news articles directly.

The SERVICE PROVIDER shall not provide e-mail alerts to the CLIENT in case of e-mail disruptions caused by any of the following:

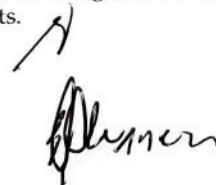
1. Natural Disasters;
2. Severe and prolonged interruption of third-party subscription/s (e.g. cable TV network, websites, etc.)
3. Severe and prolonged power interruption;
4. Severe and prolonged internet service interruption;
5. Technical repair and maintenance affecting news links and data collection; and
6. War or other political unrest that is beyond the control of the service provider.

In these cases, when the disruption is forecasted, the SERVICE PROVIDER shall notify the CLIENT via SMS, phone call or e-mail upon receipt of information regarding the forecasted disruption.

For unanticipated disruption, the SERVICE PROVIDER shall notify the CLIENT within four (4) hours after detecting the disruption.

WEBSITE CONTENT ACCESS

The Media Meter website also serves as the CLIENT's back-up tool to view your articles in case e-mails 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.

This particular tool is only applicable depending on the contract agreement based on the coverage stated on the Scope of Work as additional services.

CLIENT SUPPORT

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 the CLIENT with the contact details of the CLIENT SUPPORT TEAM and the CLIENT SUCCESS MANAGER.

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 within 24 hours should there be any technical problem that the SERVICE PROVIDER may encounter during the monitoring period.

Connect with us: [REDACTED]

SUBSCRIPTION TERMS OF SERVICE

The Terms of Service applies to the use of the Media Meter Platform and utilization of its available products services.

INTRODUCTION

These Terms of Service govern how the CLIENT use and manage the Media Meter account and the Service you receive via the access provided by the SERVICE PROVIDER. The CLIENT accepts these Terms of Service and Policy when subscribing to the services.

DEFINITIONS

"Service" shall mean all software made available by the SERVICE PROVIDER to the CLIENT according to these Terms of Service for use as a Software-as-a-Service ("SaaS") which allows the CLIENT to collect and analyze publicly available media & social content from multiple resources and utilize such data for professional communication use.

"Subscription" shall mean the CLIENT'S subscription of the Service to which the charges of the SERVICE PROVIDER apply and such charges will be billed/invoiced to the CLIENT'S official billing details.

"Client Data" means any data, information, or content (including text, image, graphs, statistics, or otherwise) provided or made available by the CLIENT to the SERVICE PROVIDER to conduct an analysis or query.

"Media Meter Website" means Media Meter and its licensors' proprietary internet-based software as a service application and associated technology made available as a monitoring and analytics tool at Media-Meter.Net and from which the Services are rendered.

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PROVISION USE OF SERVICE

1. The Service, its software, and the right of use to the Service is delivered "as is" and "as available". The Service is based under many circumstances a proprietary software for gathering media data to be utilized for monitoring and analysis. The Service is made available for ongoing use on a 24/7 basis, excluding temporary service breaks which may result from maintenance, updates or repair tasks or operations needed for ensuring or restoring the availability, performance, retrievability, data security, or manageability of the Service, or other similar type of occasional breaks that may require attention.
2. The SERVICE PROVIDER will produce and deliver the Service with reasonable skill and care and in accordance with good industry practice and applicable protocols.
3. In the course of the undertaking between the CLIENT and SERVICE PROVIDER, any data received by latter from the CLIENT 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 SERVICE PROVIDER from the CLIENT, the processing of such, if any, shall comply with the provisions of the Philippine Data Privacy Act and its Implementing Rules and Regulations (IRR).

All data obtained by either Parties shall be returned after the termination of the agreement. No copies in whatever form shall be retained by either Parties.

4. The SERVICE PROVIDER shall not share CLIENT's personal information with other companies or individuals outside of that of the SERVICE PROVIDER.
5. After proper investigation, the 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 username's passwords, access 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.
6. The SERVICE PROVIDER will only follow instructions and directives from the CLIENTS' Chief of Public Information and Assistance Division (PIAD) and his/her authorized personnel. 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.
7. The CLIENT fully understands that the service provided by the SERVICE PROVIDER is for internal use only of the client and cannot be mass produced to gain profit or resell the content to any individual, government agencies or other forms of business organizations either public or private. The data are intended for research information and for professional communication purposes only.
8. The CLIENT shall give adequate and correct information at all times to the SERVICE PROVIDER as such information is necessary for performing the Service, and otherwise contribute in the best possible way to the execution of this Agreement.
9. Upon termination of the subscription 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.

INTELLECTUAL PROPERTY RIGHTS OF MEDIA METER INC.

1. The software is the exclusive property of the SERVICE PROVIDER. All rights, title and interest in or to any Intellectual Property Rights relating to the 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 the CLIENT under this Agreement. The CLIENT will not make any alteration, change or modification to any of the SERVICE PROVIDER'S website, user interface, including the Software used by the SERVICE PROVIDER in connection with providing the Services for the CLIENT. Any Feedback provided by the 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. The CLIENT hereby assigns to the 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 the CLIENT. The CLIENT grants the 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 the SERVICE PROVIDER to provide the Services. The SERVICE PROVIDER shall use commercially reasonable efforts to maintain the security and integrity of CLIENT Data.
3. The CLIENT shall not, and shall not allow third parties to: (i) license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the services to other third party.
4. The CLIENT will not be allowed to use robots, crawlers or any forms to gather data within the SERVICE PROVIDER'S software. Any confirmed violation of such will result in automatic termination of the service. The CLIENT will also be banned from using the software or any of its services perpetually.

TERMS OF SERVICE SUBSCRIPTION

1. This Agreement shall commence on the date the CLIENT begins to use the Service and accepts these Terms of Service and shall continue in effect as long as the CLIENT'S Subscription to the Service is in force.
2. The SERVICE PROVIDER will notify the CLIENT via email should it not receive any payment within thirty (30) calendar days. If the CLIENT'S account remains to be unpaid after the due date, the 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. Upon completion of the payment the service will be reactivated within twenty-four (24) hours.
4. **Cancellation/Termination of Contract Upon Signing** - Any cancellation/termination of subscription within sixty (60) calendar days after this contract has been signed, except for causes beyond the control of the CLIENT, the CLIENT agrees to pay for the actual service rendered in accordance with the usual accounting and auditing rules of the government.
5. **Cancellation/Termination of Contract over 60 calendar days** - Any cancellation or termination of the subscription, except for causes beyond the control of the CLIENT, sixty (60) calendar days or more after the effectivity of this contract, the CLIENT agrees to pay for the actual service rendered in accordance with the usual accounting and auditing rules of the government
6. **Refunds** - will be subject for verification, validation and investigation of both PARTIES. Upon confirmation all refunds due for the CLIENT will be processed and returned. The CLIENT will receive an email notification from the SERVICE PROVIDER covering the details of the refund.
7. Upon proper investigation that the fault is from the CLIENT, the SERVICE PROVIDER may terminate the Subscription of the Service and this Agreement within an advance

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notice of thirty (30) calendar days. Furthermore, investigation shall be conducted in case of non-compliance of the terms of this Agreement.

8. **Cheque and Cash Payments** – The CLIENT may also pay via cash or cheque which can be directly coordinated to our billing and collections division.
9. **Contract Expiration** – 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.

Third Party Content

The data provided to CLIENT will include content published by third parties and its available content sources. Since the data is generated and provided to CLIENT automatically by the Service, the SERVICE PROVIDER does not review the third-party content at any stage and makes no warranties or representations with respect to the third-party content, including with respect to its legality, non-infringement, offensiveness, ownership and content or the right to use the third-party content. The SERVICE PROVIDER shall in no way or manner be responsible for the accuracy of third-party content, specifically including the results returned by the Service and the CLIENT relies on the accuracy of such content solely at its own risk.

Limitations on Liability

The CLIENT specifically acknowledges that the SERVICE PROVIDER shall not be liable for content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with the CLIENT. In the event the CLIENT experiences a problem with a third party while using our Service, the CLIENT agrees that its sole remedy is with that third party and not the SERVICE PROVIDER. The SERVICE PROVIDER is not liable to the CLIENT or to third party for any damage, harm, injury or claim that arises from CLIENT'S use of any products purchased from the SERVICE PROVIDER, such as the Service.

Indemnification

The SERVICE PROVIDER cannot control or monitor the content that the CLIENT choose to display or embed. The CLIENT understands that commercial movies, TV programs, and professional photographic images and similar content are subject to copyright laws, and it may be illegal to display or embed such material without the express permission of the copyright owner. After proper investigation, the CLIENT may be responsible for obtaining such consent.

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.

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.

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Miscellaneous

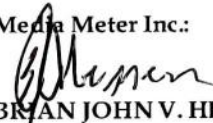
1. If any provision of these terms is held to be invalid or unenforceable by a court, the remaining provisions of these terms will remain in effect. These terms constitute the entire Agreement between the SERVICE PROVIDER and the CLIENT regarding the Service and supersede and replace any prior Agreements which might have been in place between the SERVICE PROVIDER and CLIENT regarding the Service.
2. The rights of each Party under these Terms of Service may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law and may be waived only in writing and specifically.
3. The SERVICE PROVIDER'S failure to enforce any right or provision of these terms will not be considered a waiver of those rights.
4. The CLIENT may not assign its rights and/or obligations under this Agreement to any other party without the SERVICE PROVIDER'S prior written consent. Likewise, the SERVICE PROVIDER may not assign its rights and/or obligations under this Agreement to any other party without the CLIENT'S prior written consent.
5. PARTIES may amend this Agreement from time to time. All amendments must be done in writing and approved by both PARTIES.
6. 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.

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.

Authorized Representatives:

Media Meter Inc.:


BRIAN JOHN V. HERRERA
Managing Director

National Privacy Commission:


RAYMUNDE E. LIBORO
Privacy Commissioner

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

() SS. QUEZON CITY

BEFORE ME, a Notary Public for and the in the above jurisdiction, AUG 31 2021 day of _____, personally appeared:

Name	Valid ID presented
Brian John V. Herrera	

Who are identified by me to be the same persons described in the foregoing instrument, who acknowledge before me that their respective signatures on the said instrument were voluntarily affixed by them for the purpose stated therein and who declared to me that the same if their free and voluntary act and deed of their respective principals which they are lawfully empowered to represent.

This instrument refers to the service agreement consisting of ___ pages including annexes and this page on which this acknowledgment is written signed by the parties and their instrumental witnesses

WITNESS MY HAND AND SEAL this AUG 31 2021 day of _____

Doc No. 119
Page No. 24
Book No. 79
Series of 2021

C. Villa
 ATTY. CONCEPCION P. VILLAREÑA
 Notary Public for Quezon City
 NOTARY PUBLIC
 Until December 31, 2021
 PTR No. 0683154 / 1-4-2021/ QC
 IBP No. 093587 / 10-22-2019/ QC
 Roll No. 30457 / 05-09-80
 MCLE VI-0030379 / 2-21-2020
 Adm. Matter No. NP-001(2020-2021)
 TIN NO. 131-942-754



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: AUG 31 2021

Brian John V. Herrera
Managing Director
Media Meter Inc.
3rd Floor M&J Building,
121 Don A. Roces Ave., Quezon City

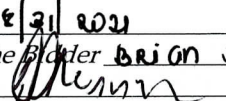
Dear **Mr. HERRERA:**

Notice is hereby given to **Media Meter Inc.** for the commencement of the procurement for the **Media Monitoring Professional Services** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Memorandum of 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,


RAYMUND E. LIBIRO
Privacy Commissioner

I acknowledge receipt of this notice on 8/31/2021
Name of the authorized representative of the bidder BRIAN JOHN V. HERRERA
Signature of the authorized representative 

Ref No.: ADMIN-21-00650

NPC_DIT_NTP-V1.0, R0.0, 05 May 2021