



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
BIDS AND AWARDS COMMITTEE
BAC Resolution No. 040, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE ENGAGEMENT OF
A HIGHLY TECHNICAL CONSULTANT FOR PROCUREMENT FOR THE OFFICE
OF THE PRIVACY COMMISSIONER**

WHEREAS, the National Privacy Commission (NPC) is an independent body mandated to administer and implement Republic Act (R.A.) No. 10173 or the "Data Privacy Act of 2012" and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, in compliance to NPC'S mandate, the Commission identified the need to engage a Highly Technical Consultant to undertake the functions indicated in the Terms of Reference herein attached as Annex "A";

WHEREAS, said procurement is reflected and has been approved in the Commission's CY 2020 Annual Procurement Plan (APP) under APP Item Number 2020-0149 with an Approved Budget for the Contract (ABC) amounting to Three Hundred Thousand Pesos (Php300,000.00) for a period of six (6) months, to commence from date of issuance of Notice of Award;

WHEREAS, the procurement is hinged on Sec. 53.7 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as Government Procurement Reform Act, providing for the engagement of individual consultants for no more than six (6) months to do work that is highly technical or proprietary;

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to *Mr. Juan Sarmiento, Jr.*;

WHEREAS, after evaluation of the qualifications of *Mr. Juan Sarmiento, Jr.*, the NPC-BAC determined that he fully qualifies as a Highly Technical Consultant to perform said functions indicated in "Annex A";

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 of

contract for the engagement of a Highly Technical Consultant in the total amount of Three Hundred Thousand Pesos (Php300,000.00) to *Mr. Juan Sarmiento, Jr.*

RESOLVED this 25 August 2020, through videoconference meeting.

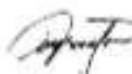
ATTEST:

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

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


Ragsag Jonathan
Rudolph Yandan
Digitally signed by Ragsag
Jonathan Rudolph Yandan
Date: 2020.09.07 11:50:18
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JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma
Josefina Eusebio
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Ma Josefina Eusebio
Date: 2020.09.01 20:34:27
+08'00'
ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member


Digitally signed by
Villasoto Ivy Grace Torres
Date: 2020.09.01
23:11:54 +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: 2020.06.02 15:27:02 +08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman
Head of the Procuring Entity
Date: 11 SEP 2020



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: 7 September 2020

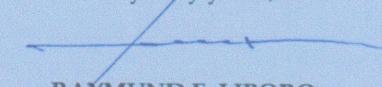
Mr. Juan Sarmiento, Jr.



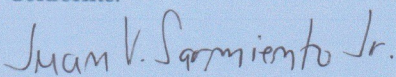
Dear Mr. Sarmiento:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee the engagement of a Highly Technical Consultant for the Office of the Privacy Commissioner with contract amount of THREE HUNDRED THOUSAND AND 0/100 (Php300,00.00), VAT inclusive, is hereby awarded to you, 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
11 SEP 2020

Conforme:



Mr. Juan Sarmiento, Jr.

Date: Sept 16, 2020

Philippine International Convention Center (PICC), 5th Floor East Banquet Hall, Delegation Bldg. PICC Complex,
Pasay City URL: <http://privacy.gov.ph> Email Add: info@privacy.gov.ph

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 16 SEPTEMBER 2020 by and between:

National Privacy Commission, a national government agency created by virtue of Republic Act No. 10173 or the "Data Privacy Act of 2012", with office address at the 5th Floor, Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, represented by its Privacy Commissioner RAYMUND ENRIQUEZ LIBORO, hereinafter referred to as "*NPC*",

and

Mr. Juan Sarmiento, Jr., Filipino, of legal age, residing at [REDACTED] and hereinafter referred to as the "*Consultant*".

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

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

WHEREAS, the Office of the Privacy Commissioner as end-unit has justified to the Bids and Awards Committee the engagement of such Highly Technical Consultant as per existing laws and regulations;

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

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

WHEREAS, on 11 September 2020 the Head of the Procuring Entity approved the NPC-BAC Resolution No. 040-2020 recommending the Award of Contract for Consultancy to *Mr. Juan Sarmiento Jr.*;

WHEREAS, on 11 September 2020, the Head of the Procuring Entity issued the Notice of Award to *Mr. Juan Sarmiento Jr.*;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and conditions herein contained and other good and valuable considerations, the parties hereto mutually agree as follows:

1. Services

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

2. Term

The term of the contract shall commence from 16 SEPTEMBER 2020 until 31 DECEMBER 2020 unless the same is terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184.)

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

3. Payment

A. Consultant's Fee

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 Thousand Pesos (Php300,000.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws.

The contract price shall constitute the entire remuneration payable to the 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.

B. Payment of Services

Payment shall be made in Philippine Pesos in equal monthly payments, upon submission of the following

documents:

- i. Monthly Accomplishment Report; and
- ii. Acceptance of Output.

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

4. Project Administration

NPC designates Vandelft R. Idanan, as the Representative responsible for the coordination of activities under the contract. The Head of the Executive Assistant, Office of the Privacy Commissioner shall be responsible for acceptance of the deliverables/Accomplishment Report submitted by the Consultant prior to payment.

5. Performance Standard

The Consultant undertakes to perform the services detailed in Annex "A" herein, with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

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

7. Non-Disclosure

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

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

8. Amendments

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

9. Suspension of Contract

NPC may, by written notice of suspension to the consultant, suspend all payments to the consultant if the consultant fails to perform any of its obligations due to its own fault or due to force majeure or other circumstances beyond the control of either party, provided that such notice of suspension: a) Shall specify the nature of the

¹ Non-disclosure Agreement dated 16 SEPTEMBER 2020

failure; and b) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

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

10. Termination of Contract

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

NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the Consultant prior to the delay; b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the 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.

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

Termination of contract encompasses all causes and grounds provided under RA No. 9184.

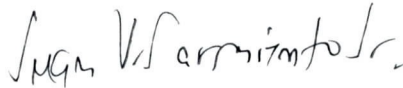
- 12. Relationship** This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between parties. It is specifically understood that the Consultant is an independent contractor and shall not be considered as an employee of NPC.
- 13. 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.
- 14. Ownership of Material** All articles, plans, studies, reports or other materials prepared by the Consultant for NPC under the Contract shall exclusively belong to and remain the property of NPC.
- 15. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity/individual affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the services or any continuation thereof) for any project resulting from or closely related to the herein services provided to NPC.
- 16. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 17. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 18. Law Governing Contract and Language** The Contract shall be governed by the laws of the Government of the Philippines, and the language of the Contract shall be English.
- 19. Other Provisions** The terms and conditions contained in the Annexes and all relevant procurement documents shall form an

integral part of this Contract. In the event of conflict between the terms of this Contract and all relevant Annexes, the terms of this Contract shall prevail.

NATIONAL PRIVACY COMMISSION:

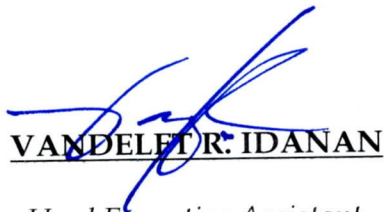


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner



JUAN SARMIENTO JR.
Consultant

Signed in the presence of:



VANDELITO R. IDANAN
Head Executive Assistant

ACKNOWLEDGEMENT

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

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

NAME	COMM. TAX CERT. NO. and Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
RAYMUND ENRIQUEZ LIBORO	[REDACTED]	[REDACTED]
JUAN SARMIENTO JR.	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

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

WITNESS MY HAND AND SEAL, this 16 day of SEP 16 2020, 2020 at Pasay **MANILA** Philippines

[Signature]
ATTY. HENRY D. ADASA
 NOTARY PUBLIC, UNTIL DEC. 31, 2020
 NOTARIAL COMMISSION 2020-162 MLA
 ICP NO. 100920 - 01/03/2020, PASIG
 PTR NO. 9124087 - 01/03/2020 MLA
 ROLL NO. 29679, TIN: 172-528-620
 MCLE COMPL. NO. VII-0000165

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 Series of 2020.



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

TERMS OF REFERENCE

HIRING OF A TECHNICAL CONSULTANT FOR THE OFFICE OF THE PRIVACY
COMMISSIONER (OPC)

I. Background

Sec 9, Rule III of the IRR of the Data Privacy Act of 2012 mandates the NPC to undertake necessary or appropriate efforts to inform and educate the public of data privacy, data protection, and fair information rights and responsibilities by undertaking, among others, publishing, on a regular basis, a guide to all laws relating to data protection. Pursuant to this, the NPC created the DPO Journal, an online newsletter for Data Protection Officers (DPOs). The DPO Journal is a monthly publication and shall serve as the repository for much-needed sector-specific articles, and related information on data privacy for the education of all the stakeholders of NPC as well as that of the global privacy community.

The NPC has identified 21 sectors (Government, Banks, Education, Health & Hospitals, Retail & Manufacturing, Manning, Transportation & Logistics, Real Estate, Tourism, Hotels, Health Maintenance Organization, Security, Information Society Services, Telecommunication/ISPs, Business Process Outsourcing, Social Media & Media, Life Insurance, Non-Life Insurance, Pharmaceutical, Non-Bank Financial Institutions, and Utilities) with each sector being handled by a designated NPC Policy Advisor who is responsible in drafting policies for inclusion in the DPO Journal.

As such, there is a need to hire a **Technical Consultant** who is knowledgeable on the nuances of editing published pieces of for business, feature, and the general public and capacitated for its proper execution in the publishing of consistent, reliable, concise and eloquent articles in the DPO Journal, and in capacitating concerned NPC staff in journalistic and business communications, and suffuse the entire Commission with a publishing process adaptable to all communications outputs of its various divisions. The consultant will also conduct trainings and workshops on information communication dissemination which is vital in strengthening the capability of NPC personnel in crafting communications and reports for this monthly privacy publication.

Further, observation of NPC events is a source of good topics for communications releases; thus their attendance to such events lead to improvement inputs pertaining to media concerns, such as but not limited to, CAAT Conference, Strategic Planning Workshops, Privacy Awareness Week, Global Privacy Forum, DPO Summits, media launches, and inter-agency privacy-related conferences and seminars, among others to cover the events and come up with newsworthy articles.



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II. Specifications

A. Job Description

- Within four months after official hiring, develop and recommend a Content Publishing Process Plan for the OPC, starting with the DPO journal to enhance NPC communication strategy.
- Conduct of trainings and workshops on information communication dissemination to strengthen the capability of NPC personnel in crafting communications and reports.
- Provide feedback to the Privacy Commissioner on the article contributions submitted by Policy Advisors and other contributors to the DPO Journal for constant process improvement in stakeholder engagement through various NPC communication streams;
- Assess and recommend inputs to OPC on the existing communication processes, initiatives and recommend inputs in the planning, coordination and facilitation of communication initiatives relating to the following Sectors:
 - (i) Government,
 - (ii) Banks,
 - (iii) Education,
 - (iv) Health & Hospitals,
 - (v) Retail & Manufacturing,
 - (vi) Manning,
 - (vii) Transportation & Logistics,
 - (viii) Real Estate,
 - (ix) Tourism,
 - (x) Hotels,
 - (xi) Health Maintenance Organization (HMO),
 - (xii) Security, and
 - (xiii) Information Society Services (ISS);
- Submit suggested content revisions subject to the approval of, and upon the request of, the Office of the Privacy Commissioner;
- Recommend topics for write-up materials, topic prospecting, pitching, submitting, organizing, and scheduling as advised by the Privacy Commissioner;
- Advise on the conduct of engagement activities and efforts, to build professional and mutually beneficial relationships with media gatekeepers, editors, and reporters in relevant local and international broadcast, print and online media



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

organizations to secure strategic media coverage for various NPC Divisions needing such assistance;

- Submit data analysis of DPO readership habits, extent of reach, and guidance on how to improve reader count;
- Report physically to the NPC office at least twice a week for updates, brainstorming, providing feedback, and the like;
- Attend NPC events for improvement inputs pertaining to media concerns, such as but not limited to, CAAT Conference, Strategic Planning Workshops, Privacy Awareness Week, Global Privacy Forum, DPO Summits, media launches, inter-agency privacy-related conferences and seminars, among others to cover the events and come up with newsworthy articles;
- Submit a Monthly Accomplishment Report
- Perform other functions as deemed by the OPC

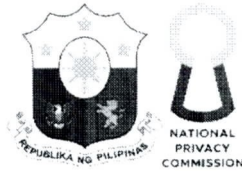
B. Qualification Requirements

- Expert understanding of broadsheet publication process
- Excellent public speaking skills shown through extensive experience in public speaking engagements
- Expert reading comprehension and language proficiency level
- Proven experience in conducting writing workshops
- Related educational background in research, creative writing and/or journalism
- Minimum 10 years' experience in journalism/writing
- Data Privacy education from a reputable university or certification from the NPC
- Validated collaboration research experience
- Strong compulsion for and rapid capacity in assimilating novel ideas, especially data privacy concepts
- Aptitude for creating Quick Guides from elaborate procedures, protocols, and technical requirements

III. Approved Budget for the Contract

ABC = Php 300,000 for six (6) months, to commence from date of issuance of the Notice of Award.

Approved by:

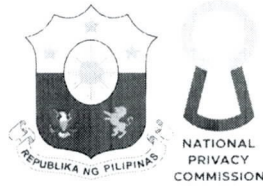


Republic of the Philippines
NATIONAL PRIVACY COMMISSION

sgd.

A handwritten signature in blue ink, appearing to read 'Vandelft R. Idanan', is written over the typed name and extends upwards and to the right.

VANDELFT R. IDANAN
Head Executive Assistant
Office of the Privacy Commissioner



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 16 SEPTEMBER 2020 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. JUAN SARMIENTO JR., 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 contract/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.

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 contract 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.

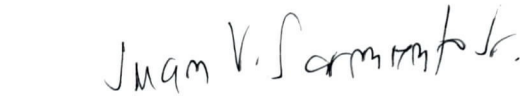
9. MISCELLANEOUS

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.

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


JUAN SARMIENTO JR.
Consultant


VANDELFT R. IDANAN
Head Executive Assistant
Office of the Privacy Commissioner

Signed in the presence of:

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)
MANILA

SEP 16 2020


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

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO	[REDACTED]	[REDACTED]
JUAN SARMIENTO JR.	[REDACTED]	[REDACTED]

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.

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ATTY. HENRY D. ADASA
NOTARY PUBLIC, UNTIL DEC. 31, 2020
NOTARIAL COMMISSION 2020-162 MLA
LP NO. 100920 - 01/03/2020, PASIG
PR NO. 9124087 - 01/03/2020 MLA
ROLL NO. 22679, TIN: 172-528-620
MCLC COMPL. NO. VII-0000165