



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
**BIDS AND AWARDS COMMITTEE**  
BAC Resolution No. 041, Series of 2020

**RECOMMENDING THE AWARD OF CONTRACT FOR THE ENGAGEMENT OF A  
HIGHLY TECHNICAL CONSULTANT FOR PROCUREMENT TO DELIVER LEGAL AND  
TECHNICAL ASSISTANCE TO THE PRIVACY COMMISSIONER**

---

**WHEREAS**, the National Privacy Commission (NPC) is a government agency mandated to administer and implement Republic Act (R.A.) No. 10173 or the "Data Privacy Act of 2012";

**WHEREAS**, as a government agency, it is one of the procuring entities defined under Section 5 of the Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act";

**WHEREAS**, in order to adhere to the principles of transparency, accountability, equity, efficiency, and economy in its procurement process, the Commission identified the need to engage a Highly Technical Consultant for Procurement to undertake the functions indicated in the Terms of Reference herein attached as Annex "A";

**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**, said procurement is reflected and has been approved in the Commission's CY 2020 Annual Procurement Plan (APP) under APP Item Number 2020-0144 with an Approved Budget for the Contract (ABC) amounting to Five Hundred Forty Thousand Pesos (Php540,000.00);

**WHEREAS**, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to *Atty. Ponciano Dexter Hector S. Corpus*; *dv*

**WHEREAS**, after evaluation of the submitted requirements of *Atty. Ponciano Dexter Hector S. Corpus*, 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 for Procurement in the total

amount of Five Hundred Forty Thousand Pesos (Php540,000.00) to Atty. Ponciano Dexter Hector S. Corpuz.

**RESOLVED** this 25 August 2020, through videoconference meeting.

**ATTEST:**

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

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

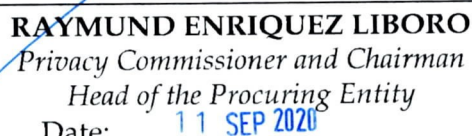
Ragsag Jonathan Digitally signed by Ragsag  
Rudolph Yandan Jonathan Rudolph Yandan  
Date: 2020.09.07 11:34:17 +08'00'  
**JONATHAN RUDOLPH Y. RAGSAG**  
*OIC-Chief, DSTSD*  
*BAC Member*

Mendoza Ma Digitally signed by Mendoza Ma  
Josefina Eusebio Josefina Eusebio  
Date: 2020.09.04 17:37:13 +08'00'  
**ATTY. MA. JOSEFINA E. MENDOZA**  
*OIC-Division Chief, Legal Division*  
*BAC Member*

  
Digitally signed by  
Villasoto Ivy Grace  
Torres  
Date: 2020.09.04  
22:41:58 +08'00'  
**ATTY. IVY GRACE T. VILLASOTO**  
*OIC-Director, PPO*  
*BAC Vice Chairperson*

Patula Maria Digitally signed by Patula Maria  
Theresita Elnar Theresita Elnar  
Date: 2020.09.04 17:27:05 +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: **SEP 11 2020**

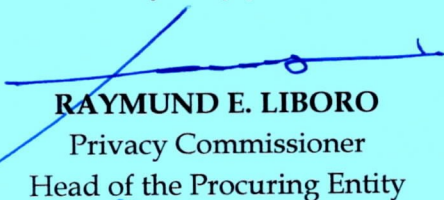
**Atty. Ponciano Dexter Hector S. Corpus**



**Dear Atty. Corpus:**

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 a rate of Php108,000.00 per month, VAT inclusive and subject to other applicable taxes and fees is hereby awarded to you, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations. Contract period shall commence upon signing of the Notice to Proceed until 31 December 2020.

Very truly yours,

  
**RAYMUND E. LIBORO**  
Privacy Commissioner  
Head of the Procuring Entity  
**SEP 11 2020**

Conforme:

  
**Atty. Ponciano Dexter Hector S. Corpus**  
Date: **SEP 14 2020**

## CONSULTANCY CONTRACT

### KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 1 OCTOBER 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 5<sup>th</sup> 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

ATTY. PONCIANO DEXTER HECTOR S. CORPUS, 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 Legal Consultant for Procurement 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 Legal Consultant for Procurement 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. 041-2020, recommending the Award of Contract for Consultancy to *Atty. Ponciano Dexter Hector S. Corpus*;

WHEREAS, on 11 September 2020, the Head of the Procuring Entity issued the Notice of Award to *Atty. Ponciano Dexter Hector S. Corpus*;

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 1 October 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 monthly payment of One Hundred Eight Thousand Pesos (Php108,000.00) 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 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 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.<sup>1</sup>

**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

<sup>1</sup> Non-disclosure Agreement dated \_\_\_\_\_

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 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**

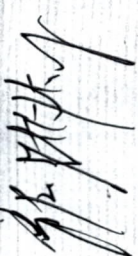
NPC, by written notice sent to the Consultant, may terminate the contract, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184.

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, he will not engage, either directly or indirectly, in any activity (a "Conflict of Interest"), which might adversely affect the 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**

The terms and conditions contained in the Annexes and



**Provisions**

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 LIBOR**  
*Privacy Commissioner*

  
**ATTY. PONCIANO DEXTER HECTOR S. CORPUS**  
*Consultant*

*Signed in the presence of:*


  
**VANDELFT R. IDANAN**  
*Head Executive Assistant*

\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

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

NAME	COMM. TAX CERT. NO. and Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT	DATE/PLACE ISSUED
RAYMUND ENRIQUEZ LIBORO		
ATTY. PONCIANO DEXTER HECTOR S. CORPUS		

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 04 OCT 2020 day of \_\_\_\_\_, 2020 at Pasay City, Philippines

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

Doc. No.: 222  
 Page No.: 46  
 Book No.: 18  
 Series of 2020.



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION  
OFFICE OF THE PRIVACY COMMISSIONER

**TERMS OF REFERENCE**

**FOR THE ENGAGEMENT OF  
HIGHLY TECHNICAL LEGAL CONSULTANT FOR PROCUREMENT  
TO DELIVER LEGAL AND TECHNICAL ASSISTANCE  
TO THE PRIVACY COMMISSIONER**

**I. INTRODUCTION**

a. Background

The National Privacy Commission (“NPC” or the “Commission”) is an independent body mandated to administer and implement Republic Act (R.A.) No. 10173, otherwise known as the “Data Privacy Act of 2012” (DPA), and to monitor and ensure compliance of the country with international standards set for data privacy and 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 invariably involves the NPC’s procurement activities for its programs, activities, and projects.

Pursuant to the requirements of Republic Act (R.A.) No. 9184, otherwise known as the “Government Procurement Reform Act,” (GPRA) and its 2016 Revised Implementing Rules and Regulations (IRR), the NPC has established its own Bids and Awards Committee (BAC), BAC Secretariat, and technical working group (TWG) to handle its procurement activities which will recommend to the Privacy Commissioner, the Head of the Procuring Entity (“HoPE”) of the NPC, the approval of the award of contracts of procurement needed by the end-users within the NPC.

Under the law, the HoPE has the sole prerogative and discretion to approve or disapprove the recommendation of the BAC for the award of contracts of procurement. The HoPE in order to decide objectively should have a full understanding of the entire procurement process, from pre-bid conference; bid opening; bid evaluation; post-qualification; award of contract; and, until contract implementation *vis-à-vis* the mandate of the procurement law and its implementing rules.

The Privacy Commissioner who is the HoPE however, is admittedly not an expert in the field of procurement law, which is a highly technical, procedural and complex, but necessary function of his office. The Privacy Commissioner thus, is in immediate need of a legal consultant with highly-technical and extensive knowledge, expertise and experience in the field of procurement of projects, goods and services in the government, in order to provide expert advise, opinion and recommendations which the Privacy Commissioner may consider as useful reference when reviewing the recommendations from the NPC BAC.

b. Objective

The engagement of the legal procurement expert (the "Legal Consultant") by the Privacy Commissioner aims the following:

- i. To be the primary adviser of the Privacy Commissioner in relation to every procurement contract or project in NPC recommended by BAC for his approval to attain an effective check and balance mechanism;
- ii. To provide guidance to the Privacy Commissioner on the technicalities and legalities of every procurement contract and to update the Privacy Commissioner on the developments of the Procurement Law and relevant issuances;
- iii. To train staff in the office of the HoPE in procurement and conduct seminars and workshops thereon to equip them of the specialized knowledge in procurement.

## II. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT

The Legal Consultant shall be the legal consultant for procurement exclusive to the HoPE of the NPC who is the Privacy Commissioner, and shall perform the following:

- a. Report physically to NPC for a meeting or as may be needed or required by the HoPE, and directly report to the latter;
- b. Advise the HoPE on the technicalities and legalities of each contract recommended by the BAC for the HoPE's approval;
- c. Provide a detailed written report to the HoPE within two (2) days from his receipt or endorsement by the HoPE of the BAC's recommendation, regarding his inputs, feedback, professional advice and other recommendations;
- d. Submit monthly accomplishment reports to the HoPE with summary of the award of contracts submitted by BAC for the HoPE's approval and his recommendations thereon and the action taken by the HoPE on each project;
- e. Train staff in the office of the HoPE in procurement and conduct seminars and workshops thereat to equip them of the specializes knowledge in procurement; and
- f. Provide such other inputs, feedback, and advice on all incidents of the procurement process to the HoPE, including updates in the Procurement Laws

and relevant issuances, as any prudent professional involved as a consultant for such purpose would do under each circumstance.

### **III. QUALIFICATIONS OF THE CONSULTANT**

The Legal Consultant to be eligible must possess and have the following:

- a. Legal, technical and financial capability to undertake and fulfill the consultancy work based on this Terms of Reference;
- b. At least five (5) years professional experience working with the government and/or private/non-government companies on procurement based on the GPRA; and
- c. Applicable training/s or certification/s on government procurement;
- d. Excellent writing and communication skills.

The Legal Consultant shall also provide and submit the following to the HoPE:

- a. Profile highlighting similar consultancy work;
- b. Professional License and/or Curriculum Vitae;
- c. Certified true copy of his Mayor's / Business Permit;
- d. Certified true copy of his Certificate of Registration issued by the Bureau of Internal Revenue (BIR);
- e. Certified true copy of registration with Philippine Government Electronic Procurement System (PhilGEPS); and
- f. Such other requirements as may be required by the HoPE.

### **IV. DURATION**

The term of the Legal Consultant shall be for a period of August – 31 December 2020, renewable at the option of the appointing HoPE upon expiration of the original period, but in no case shall exceed the term of the latter.

For the avoidance of doubt, the services of the Legal Consultant shall be from time to time, be assessed and evaluated, to determine if the HoPE still needs his services; and on the basis thereof decide whether to renew and/or pre-terminate the contract at his full discretion.

### **V. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (ABC) is Five Hundred Forty Thousand pesos (P540,000) for the duration of August to December 2020 and shall be inclusive of all taxes, duties, fees, levies, and other charges imposed under applicable laws.

The ABC is based on the study made by the Office of the Privacy Commissioner (OPC) on the prevailing average monthly salary of lawyer consultant specializing in

procurement. Canvassing were made and the asking salary of lawyer consultants specializing in procurement were averaged to arrive at the ABC.

<b>Lawyer Consultant (For Procurement)</b>	<b>Asking Salary</b>
A	P120,000.00
B	P109,000.00
C	P95,000.00
<i>Average</i>	<i>P108,000.00</i>

## VI. SCHEDULE OF PAYMENTS

Payment of One Hundred Eight Thousand pesos (P108,000) shall be made monthly upon submission of accomplishment report by the Legal Consultant and acceptance of output by the OPC.

## VII. SELECTION PROCESS

Section 53.7 of the Revised IRR of the GPRA allows negotiated procurement as a mode of procuring the services of "individual consultants hired to do work that is (i) highly technical or proprietary; or (ii) primarily confidential or policy determining, where trust and confidence are primary considerations for the hiring of the consultant x x x".

The procurement of the Legal Consultant for Procurement herein shall thus be through negotiated procurement, as the main consideration for hiring of the Legal Consultant is the highly technical work involved.

Prepared by:

[Sgd.]  
ATTY. CAMHELLA F. SANDOVAL  
Executive Assistant V

Approved by:

[Sgd.]   
VANDELFI R. IDANAN  
Head Executive Assistant



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 1 OCTOBER 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

**ATTY. PONCIANO DEXTER HECTOR S. CORPUS**, 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 shall survive the cessation of employment contract between the NPC and ATTY. PONCIANO DEXTER HECTOR S. CORPUS. The Consultant, ATTY. PONCIANO DEXTER HECTOR S. CORPUS's duty to hold confidential information, obtained during employment or in confidence, shall remain after the termination of employment contract.

### **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.

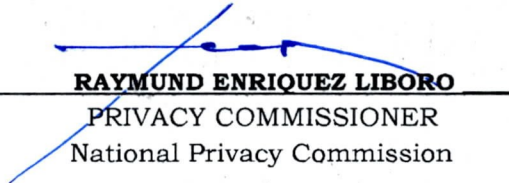
### **9. MISCELLANEOUS**

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.

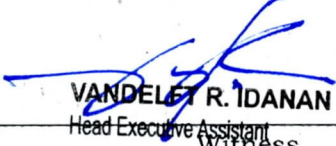


IN WITNESS WHEREOF, the parties hereunto affixed their signatures on the date and in the place first above-written.

  
**RAYMUND ENRIQUEZ LIBORO**  
PRIVACY COMMISSIONER  
National Privacy Commission

  
**ATTY. PONCIANO DEXTER HECTOR S. CORPUS**  
Consultant

Signed in the presence of:

  
**VANDELET R. IDANAN**  
Head Executive Assistant  
Office of the Privacy Commissioner  
Witness

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Pasay City )

01 OCT 2020

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

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO	[REDACTED]	[REDACTED]
ATTY. PONCIANO DEXTER HECTOR S. CORPUS		

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. 223  
Page No. 46  
Book No. 14  
Series of 2070

  
**ATTY. KENNETH ROY SENTILLAN**  
Notary Public for Pasay City  
Commission Order No. 19-42  
(Until December 31, 2020)  
Roll of Attorney's No. 66434  
IBP No. 120148 / 01-16-20 / Davao City  
PTR No. 7075044 / 01-23-20 / Pasay City  
MCLE Compliance VI-0006262 / 02-01-1  
5F Delegation Building, PICC,  
Roxas Boulevard, Pasay City