

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this FEB 05 2021, in Metro Manila, Philippines, by and between:

NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor, Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO** (hereinafter referred to as the "NPC" or the "COMMISSION");

- and -

PROJECT V MEDIA CORPORATION, a business entity duly organized and existing under and by virtue of Philippine laws, with principal office at Unit 404 Don Raul Building, 77 Kamuning Road, Kamuning, Quezon City, represented by its Project Manager, **ROSANNE BERNADETTE CHUA** (hereinafter referred to as the "CONSULTANCY SERVICES PROVIDER");

The NPC and the CONSULTANCY SERVICES PROVIDER shall hereinafter be referred to collectively as the "PARTIES."

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement for a services provider for AVP production and television advertisement placement, through the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, CONSULTANCY SERVICES PROVIDER has participated in the bidding process of a Competitive Bidding for the abovementioned project by submitting a quotation and other pertinent documents;

WHEREAS, NPC has awarded the above-mentioned project to the CONSULTANCY SERVICES PROVIDER in the amount of TWO MILLION SIX HUNDRED FIFTY NINE THOUSAND TWO HUNDRED PESOS (Php 2,659,200.00) inclusive of all applicable taxes, duties, fees, levies and other charges imposed under applicable laws. A copy of the Notice of Award¹ is hereto attached and made an integral part of this Agreement;

WHEREAS, CONSULTANCY SERVICES PROVIDER will provide services set forth below and in the Terms of Reference², which are to be herein collectively referred to as the "SERVICES";

¹ Annex A

² Annex B



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

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

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

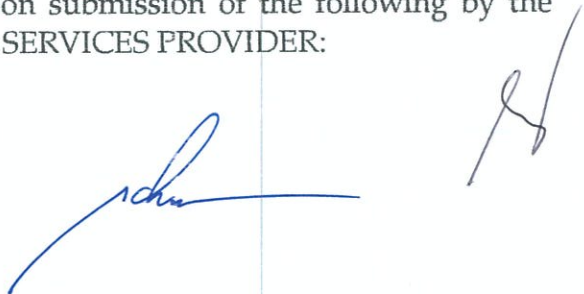
2. Duration The CONSULTANCY SERVICES PROVIDER shall deliver its obligations to NPC not beyond 30 June 2021, unless otherwise agreed upon by the parties in a subsequent written agreement. Delivery shall only be considered complete upon signing of the "Certificate of Acceptance of Output" by the NPC. The CONSULTANCY SERVICES PROVIDER shall remedy any defect in its deliverables or unsatisfactory work as found by the NPC within thirty (30) days from receipt of notice from NPC without additional cost; otherwise, this Agreement shall be terminated without need for any further notification.

3. Payment As consideration for the full and faithful performance by the CONSULTANCY SERVICES PROVIDER of its obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the CONSULTANCY SERVICES PROVIDER a total amount of TWO MILLION SIX HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED PESOS (Php 2,659,200.00) 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 CONSULTANCY SERVICES PROVIDER. It shall be deemed inclusive of all applicable national and local taxes, fees and charges, and any other taxes that may arise on account hereof.

Payment of 50% of the total contract price shall be made upon NPC's approval and acceptance of a script and storyboard submitted by the CONSULTANCY SERVICES PROVIDER.

Payment of the remaining 50% of the total contract price shall be made upon submission of the following by the CONSULTANCY SERVICES PROVIDER:



- Final videos (3 episodes for the miniseries, 1 YouTube video for Kabataang Digital, and 1 ad for Kabataang Digital) in .avi/ .mp4 format and the raw video files;
- Documents required in the processing of payment; and
- Other deliverables indicated in the TOR.

The end-user must issue a certificate of acceptance that the Services have been rendered in accordance with the signed contract, schedule and set instructions.

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

4. Project Administration

NPC designates the Chief of the Public Information and Assistance Division (PIAD) as the personnel responsible for the coordination of the SERVICES set forth in this Agreement.

The CONSULTANCY SERVICES PROVIDER shall submit all deliverables and reports to the Chief of PIAD which the latter should accept before processing of payment may commence.

5. Performance Standard

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

The CONSULTANCY SERVICES PROVIDER likewise binds itself to follow the standards imposed by NPC in the delivery of said services. In relation with this, the CONSULTANCY SERVICES PROVIDER shall provide a monthly report with the NPC to show progress of the SERVICES specified in this Agreement.

6. Confidentiality and Data Privacy

In the course of the undertaking between NPC and CONSULTANCY SERVICES PROVIDER, any data received by the latter from the NPC shall be treated as confidential information, which shall 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 CONSULTANCY SERVICES PROVIDER from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

The CONSULTANCY SERVICES PROVIDER shall sign a Non-Disclosure Agreement which shall form part of this contract.

7. Amendments

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

8. Suspension of Contract

NPC may, by written notice of suspension to the CONSULTANCY SERVICES PROVIDER, suspend this Agreement if the CONSULTANCY SERVICES PROVIDER fails to perform any of its obligations whether it be due to its own fault, force majeure or circumstances beyond the control of either party.

The CONSULTANCY SERVICES PROVIDER may be allowed by NPC to remedy any such failure within a period not exceeding thirty (30) days after receipt of such notice.

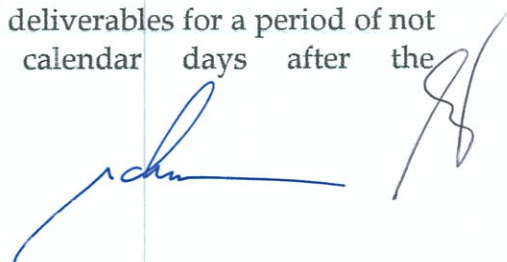
NPC may order the resumption of work if the ground for the suspension no longer exists and the continuation of the work is found practicable.

9. Termination of Contract

NPC, by written notice sent to the CONSULTANCY SERVICES PROVIDER, 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 CONSULTANCY SERVICES PROVIDER has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

NPC may terminate the contract in case it is determined prima facie that the CONSULTANT has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the CONSULTANCY SERVICES PROVIDER 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 CONSULTANCY SERVICES PROVIDER prior to the delay; b) As a result of force majeure, the CONSULTANCY SERVICES PROVIDER 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



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

10. 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 CONSULTANCY SERVICES PROVIDER is an independent contractor and shall not be considered as an employee of NPC.

11. Dispute Resolution

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

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

12. Ownership of Material

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

13. Insurance

The CONSULTANCY SERVICES PROVIDER shall be responsible for taking out any appropriate insurance coverage.

14. Assignment

The CONSULTANCY SERVICES PROVIDER shall not assign this Agreement or subcontract any portion of it.

15. 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.

16. Miscellaneous

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.

PROJECT V MEDIA CORPORATION

NATIONAL PRIVACY COMMISSION

By:

By:




ROSANNE BERNADETTE CHUA
Project Manager



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

SIGNED IN THE PRESENCE OF:



LEA PAD TORRE
SECRETARY



ROREN MARIE CHIN

ACKNOWLEDGMENT

Republic of the Philippines)
City of QUEZON CITY Ss.

BEFORE ME, a Notary Public for and in the above jurisdiction on this 11 MAR 2021
personally appeared:

Name	Competent Proof of Identity	Date of Issue	Place of Issue
ROSANNE BERNADETTE CHUA	[REDACTED]		
RAYMUND ENRIQUEZ LIBORO	[REDACTED]		

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

WITNESS MY HAND AND SEAL this 11 MAR 2021 at QUEZON CITY
Philippines.

NOTARY PUBLIC

ATTY. JOSE FLORO P. CRISOLOGO
NOTARY PUBLIC
Adm. Matter No. NP-023 (2020-2021)
PTR No. 0694703-D Issued Jan. 4, 2021
MCLE Compliance No. VI-0017262
IBP Lifetime No. LRN 03688 / Q.C.
Attorney Roll No. 49462

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Book No. IV
Series of 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
PUBLIC INFORMATION AND ASSISTANCE DIVISION

TERMS OF REFERENCE

AVP PRODUCTION AND TV AD PLACEMENT

I. Background

In 2019, APEC stepped up promotion of cross-border privacy rules (CBPR) to strengthen privacy regulations globally. Given the surge of threats to privacy- partly due to the growth of the digital economy where there is growing online retail activity with approximately 44 trillion in revenue- number one in global online retail, the need to upscale privacy regulations have never been more urgent.

However, data privacy authorities, Personal Information Controllers (PIC) and Personal Information Processors (PIP) cannot do it alone. Authorities can only implement and enforce so many programs and policies. PICs and PIPs can only invest so much on the most sophisticated data security software. But all these become useless when data subjects, themselves, do not at all care about their privacy or worse, totally unaware about its importance.

Evidently, in the case of the Philippines where there is low awareness about data privacy- only 13% are aware of the Data Privacy Act and 11% about the National Privacy Commission and its functions, based on the commissioned survey on Filipino Public Opinion on Data Privacy and Behavior towards Internet Usage by the NPC in 2017.¹ The problem is amplified by Filipinos' high online presence but poor online privacy practices. While online market is growing extremely fast with 2% e-commerce penetration and about 5-7% in the next few years, more than half (56%) of the Filipinos do not use a code or password, or any other security features on their smartphones.²

With the poor online privacy practices of Filipinos, retailers online such as lending apps are taking advantage of the system and abuse the use of information. The NPC has received complaints of lending apps that send demeaning and threatening text messages to a person's contacts list if the borrower fails to pay a loan on time. The said personal information is used as a collateral for paying loan.

¹ Social Weather Stations, Filipino Public Opinion on Data Privacy and Behavior towards Internet Usage, (17-21 June 2017).

² Sandra Zialcita, PH e-commerce industry sees more growth in 2019, *available at* <https://cnnphilippines.com/business/2019/01/04/philippine-e-commerce-2019.html> (last accessed Feb. 7, 2020).

The National Privacy Commission aims to address these issues through a project using Audio-Visual Production (AVP), which emphasizes the central role of data subjects in creating a digital democratic space conducive to privacy.

II. Objectives

As a result of the production of the YouTube miniseries, the target audience are expected to:

- Gain increased awareness about data privacy
- Be updated about online threats
- Exercise vigilance regarding their privacy

III. TECHNICAL SPECIFICATIONS

1. PRE-PRODUCTION AND PRODUCTION

Technical Proposal/Requirements:

- Must write script for each episode following the synopsis in the concept note
- At least 3 cameras for various angles of the actors and actresses or as deemed appropriate by the director
- Appropriate audio recording device
- Essential lighting system
- Other necessary equipment
- Must have appropriate manpower for overall production
- Must secure all necessary permits and documents for the shoot
- Scout and rent appropriate location for the shoot
- Able to provide makeup, costume, and meals for the cast
- Make arrangements for the meals of the production staff and crew during the shoot

Key Personnel:

Executive Producer - should have experience producing materials in the advertising and broadcasting industry of not less than 5 years; and/or who has supervised the monitoring and evaluation of TV content for at least 5 years in a leading broadcasting outfit

Director - should have experience directing for productions in the advertising and broadcasting industry of not less than 5 years

Timeline of Activities		
Date	Task/Deliverables	In-charge
January-February 2021 (or earlier)	Pre-production meeting	NPC and Supplier
	Send synopsis or pointer as reference for the production of script	NPC
	Submission of script and storyboard for perusal	Supplier
	Review/approval of the submitted script and storyboard	NPC
	Submission of revised script and storyboard	Supplier
	Approval of the submitted revised script and storyboard	NPC
	Downpayment (50%) shall be processed upon approval of the final script.	
March-April 2021 (or earlier)	Shoot with actors and actresses	Supplier
	Post-Production	Supplier
	Submission of first draft	Supplier
	Review and submission of revisions first draft	NPC
	Revisions	Supplier
	Submission of second draft	Supplier
	Review and submission of revisions of second draft	NPC
	Revisions	Supplier
	Submission of Final Output	Supplier
	Coordination with TV Station and Airing of TV ad	Supplier
Upload videos to NPC YouTube Channel	NPC	

**Implementation Timeline is subject to change and shall be based on the agreed scheduled workplan but shall not go beyond June 30, 2021*

2. RECORDED AND EDITED VIDEOS

Requirements:

- Must produce and edit the following;

Output	Quantity	Duration
Episodes of the mini-series	3	at least 2-3 minutes or longer
Advertisement for the mini-series	1	30 seconds

Kabataang Digital Video	1	at least 2-3 minutes or longer
Advertisement for Kabataang Digital	1	30 seconds

- Licenses for the music must be allowed, authorized, and accepted by the terms and condition of Youtube, TV, and other copyright law.
- Final Output format: soft copy of the final videos in .avi/.mp4 file format stored in DVD, USB flash drive, or external hard drive
- Additional output: raw file of the final AVP and other footages stored in DVD, USB flash drive, or external hard drive

3. TV AD PLACEMENTS

Requirements:

- Must prepare documents required for placing an advertisement on TV
- Prepare requirements for submission to Ad Standards Council and other necessary arrangements for the ad placement
- Must arrange the placement of the 30-sec ad (teaser) on:
 - prime time slots

IV. MODE OF PROCUREMENT

The mode of procurement shall be Competitive Bidding.

V. NATURE OF PROCUREMENT

Classified as "Consulting Services", the service provider shall deliver adequate external technical and professional expertise in producing the series and in arranging for the TV ad placement.

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

Source of Fund:

NPC 2020 Annual Procurement Plan

Approved Budget for the Contract:

Three million pesos only (P 3,000,000.00).

VII. INSTRUCTIONS TO VENDOR/VENDOR'S QUALIFICATIONS

- Should be registered online with the Philippine Government Electronic Procurement System (PhilGEPS) as a legitimate service provider for government requirements.
- Should have managed content production for at least 3 years

- Should have produced not less than 10 episodes for a series/miniseries in the last 3 years and have it broadcast in mainstream TV channel and social media with a project cost of not less than 3,000,000
- Should provide full service in terms of, but not limited to equipment, standards and capabilities from pre-production, production, and post-production
- Should have staff that has experience in the advertising and broadcast industry of not less than 5 years; and/or who has supervised the monitoring and evaluation of TV content for at least 5 years in leading broadcasting outfit
- Must be able to execute proposed technical requirements quality provided by contractor
- Must be able to make full arrangements for the placement of TV advertisement
- Must accept "send bill" payment terms

VIII. CRITERIA AND RATING FOR SHORTLISTING AND BID EVALUATION

A. Criteria for Shorting Listing

Rating Factor (Hurdle Rate 70%)	Weight
A. Applicable experience of the consultant I. Overall experience of the firm II. Individual experiences of the principal and key staff III. Times when employed by other consultants	50%
B. Qualification of principal and key staff of the consultant who may be assigned to the job vis-à-vis extent and complexity of the undertaking	30%
C. Current workload relative to job capacity	20%

B. Criteria for Bid Evaluation of the Technical Proposal

80% passing rate:

<i>Criteria for Technical Proposal</i>	<i>Max Pts</i>	<i>Min Pts</i>
<i>Qualification of Personnel to be Assigned to the Project</i> i. <i>Suitability of key staff</i> ii. <i>General qualifications and competence</i> iii. <i>Education and training of key staff</i>	<i>30pts</i>	<i>20pts</i>
<i>Plan of Approach and Methodology</i>	<i>20pts</i>	<i>10pts</i>

i. <i>Clarity, feasibility, innovativeness and comprehensiveness of the planned approach</i> ii. <i>Quality of interpretation of project problems, risks, and suggested solutions</i>		
<i>Experience and Capacity of the Consultant</i> i. <i>Records of previous engagement and quality of performance in similar projects</i> ii. <i>Relationship with previous and current clients</i> iii. <i>Overall work commitments</i> iv. <i>Geographical distribution of projects</i> v. <i>Attention to be given by the consultant</i>	50pts	35pts
TOTAL	100pts	65pts

IX. EVALUATION OF GOODS/ SERVICES DELIVERED

The evaluation of the service will be done by the end-user upon issuance of certificate of acceptance.

X. PAYMENT TERMS


The down payment (50%) shall be processed and released upon the submission of final and approved script by the service provider.

The remaining 50% shall be paid upon submission of the following by the service provider:

- Final videos (3 episodes for the miniseries, 1 YouTube video for Kabataang Digital, and 1 ad for Kabataang Digital) in .avi/.mp4 format and the raw video files
- Documents that may be needed in processing the payment


The end-user must issue a certificate of acceptance that the Services have been rendered in accordance with the signed contract, schedule and set instructions.

Prepared by:

(Sgd) 
KRISTINE DANICA S. ADIS
Technical Writer

(Sgd) 
MA. AIZA PATRICIA G. ACOBA
Information Officer I

Reviewed by:

(Sgd) 
ROREN MARIE M. CHIN
Chief, PIAD

Approved by:

(Sgd) 
VANDELFT 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 FEB 05 2021
in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by **Privacy Commissioner RAYMUND ENRIQUEZ LIBORO** hereinafter referred to as the "**NPC**"

and

PROJECT V MEDIA CORPORATION, represented by **ROSSANNE BERNADETTE CHUA**, Project Manager, hereinafter referred to as the "**Consultancy Services Provider**"

The undersigned **Consultancy Services Provider** 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 **Consultancy Services Provider** on the occasion of his employment/assignment with the **NPC**, under any circumstances whether deliberate or accidental, and from any sources, whether verbal, written or recorded (such as sound recordings, photographs, films, etc.), regardless of whether it was provided before or after the date of execution of this Agreement, except for the following:

- a) Information that is generally known to the public;
- b) Information that is currently or subsequently becomes generally available to the public through no wrongful act of the **NPC** or any of its **Consultancy Services Provider**
- c) Information that is known and possessed by the **Consultancy Services Provider** prior to the disclosure to the **Consultancy Services Provider** 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 **Consultancy Services Provider**, 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 **Consultancy Services Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Consultancy Services Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Consultancy Services Provider** 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 **Consultancy Services Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Consultancy Services Provider** 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 **Consultancy Services Provider** 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 **Consultancy Services Provider** shall return to the NPC all data, information, documents, materials and other property, in relation to the employment with the **NPC**, which are in the possession, control and custody of the **Consultancy Services Provider** and which are obtained during the **Consultancy Services Provider's** term, employment or contract. The **Consultancy Services Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Consultancy Services Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Consultancy Services Provider** shall promptly give a written request to the **NPC** in order for the **NPC** to seek immediate and appropriate action. The **NPC** and the **Consultancy Services Provider** 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 **Consultancy Services Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Consultancy Services Provider** 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 **Consultancy Services Provider** 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 **Consultancy Services Provider /S** of the **NPC** and cooperate in protecting the confidential information and imposing sanctions on the **Consultancy Services Provider /S** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Consultancy Services Provider** 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 **Consultancy Services Provider**.

The **NPC** shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Consultancy Services Provider** from directly or indirectly continuing the commission of the act restrained by the **NPC** in relation to the breach of the **Consultancy Services Provider'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 **Consultancy Services Provider**. 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.

11 MAR 2021

QUEZON CITY



RAYMUND ENRIQUEZ LIBORO

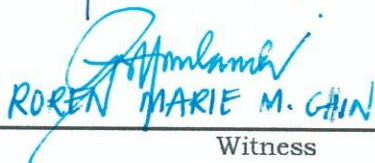
PRIVACY COMMISSIONER
National Privacy Commission



ROSANNE BERNADETTE CHUA

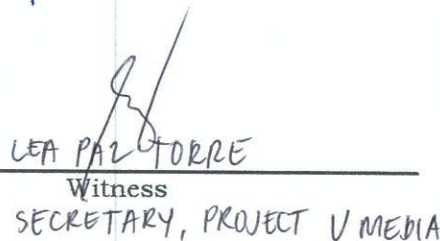
PROJECT MANAGER
Project V Media Corporation

Signed in the presence of:



ROREEN MARIE M. CHAN

Witness



LEA PAZ TORRE

Witness

SECRETARY, PROJECT V MEDIA

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

QUEZON CITY)


BEFORE ME, a Notary Public for and in Pasay City on 11 MAR 2021, personally appeared the following persons with their government-issued identification cards, to wit:

Name	ID No.	Date/Place Issued
RAYMUND ENRIQUEZ LIBORO		
ROSANNE BERNADETTE CHUA		

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 QUEZON CITY 11 MAR 2021 at the place and on the date above mentioned.

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ATTY. JOSE FLORO P. CRISOLOGO
NOTARY PUBLIC
Adm. Matter No. NP-023 (2020-2021)
PTR No. 0394703-D issued Jan. 4, 2021
MCLE Compliance No. VI-0017262
IBP Lifetime No. LRN 03688 / Q.C.
Attorney Roll No. 49462



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No.127-2020, Series of 2020

RECOMMENDING THE AWARD OF CONTRACY TO PROJECT V MEDIA CORPORATION AS THE SINGLE CALCULATED AND RESPONSIVE BIDDER FOR THE ENGAGEMENT OF SERVICE FOR AVP PRODUCTION AND TV AD PLACEMENT

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

WHEREAS, pursuant to its mandate to implement plans to strengthen the protection of personal information in the country, NPC saw it fit to engage consultancy services for AVP Production and TV Ad Placement under APP No. 2020-0022 with an Approved Budget for the Contract (ABC) amounting to Php3,000,000.00;

WHEREAS, this item of procurement shall be under the mode of Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, on 18 November 2020, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where it was discussed if this procurement item is in accordance with the PPMP, APP, AB and ISSP. The Terms of Reference (TOR), the completeness of the bidding documents, the criteria for eligibility screening and rating for the shortlisting of the eligible bidders, including weights and minimum score required, and the preferred number of shortlisted consultant/s, were also discussed;

WHEREAS, on 19 November 2020, the Request for Expression of Interest (REI) was posted in the PhilGEPS and NPC website as well as the NPC bulletin board. The Bidding Documents were also made available on the same date. Invitations to observers were also sent in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, the NPC-BAC set the deadline of submission of the eligibility documents on 27 November 2020 at 9:00 a.m. where Project V Media Corporation and Plainscale 360 Media Production submitted their eligibility documents;

WHEREAS, on the same date, at 02:00 p.m., the NPC-BAC proceeded to open the bid submitted and conducted eligibility check in accordance with Section 24.4 of the IRR of R.A. 9184 and it was determined that only Project V Media Corporation passed all the eligibility requirements and was then declared eligible;

WHEREAS, the NPC-BAC then proceeded to conduct the shortlisting in accordance with Section 24.5 of the IRR of R.A. 9184 where Project V Media Corporation garnered an overall rating of 81.34% which is above the passing rate of 70% and was then declared shortlisted;

WHEREAS, on 4 December 2020, the Pre-bid Conference was conducted where prospective bidder clarified some items in the technical specifications. Thereafter, the NPC issued a Supplemental Bid Bulletin, a copy of which was furnished to the prospective bidder and published in the NPC website and bulletin board, such was not posted in the PhilGEPS website due to the migration from PhilGEPS Alternative Posting Tool to the new portal (<https://notices.philgeps.gov.ph>). As per Advisory, the PhilGEPS Alternative Posting Tool (<https://notices.ps-philgeps.gov.ph/main/>) where the Request for Expression of Interest for this procurement item is posted, will only be accessible for search and view of the procurement opportunities and for the posting of awards posted from 1 November 2020 until 27 November 2020, the copy of the Advisory is attached herein as Annex "A";

WHEREAS, on 16 December 2020, prior to the deadline of submission of the bids set at 9:00 a.m., Project V Media Corporation submitted their bid, at 10:00 a.m. the NPC-BAC then proceeded to open the first envelope containing the technical components for the conduct of its preliminary examination where it was declared that the former passed all the technical documents required and was then endorsed for bid evaluation in accordance with Section 30 of the RIRR of R.A. 9184;

WHEREAS, on 17 December 2020, the technical of Project V Media Corporation was evaluated based on the criteria and numerical weights as stated in the Bidding Documents, where it was given an overall rating of 86%;

WHEREAS, on 18 December 2020, the financial proposal envelope of Project V Media Corporation was opened and evaluated and the proposed bid price of Php 2,659,200.00 was recorded, being the sole bidder, its financial proposal was given a rate of 100%;

WHEREAS, using Quality-Cost Based Evaluation Procedure in accordance with Section 33.2.1(b) of the IRR of R.A. 9184, the technical and financial proposal was then rated at a weight ratio of 80% for the Technical Proposal and 20% for the Financial Proposal as provided in the Bidding Documents and upon computation of the ratings individually given by the NPC-BAC, it was determined that the over-all rating obtained by Project V Media Corporation is 88.8%, passing the technical and financial requirements and making it the single rated bid as show in the Abstract of Bids attached as Annex "B", and was then endorsed and approved by the Head of the Procuring Entity, giving the NPC-BAC the authority to conduct negotiation;

WHEREAS, on 22 December 2020, the NPC-BAC, TWG, Secretariat and the End-user proceeded to negotiate with representatives of Project V Media Corporation and the discussions on issues raised and the agreements reached were then recorded in preparation of the drafting of the contract, after which, the technical and financial proposal were then endorsed to the BAC-TWG for post-qualification evaluation;

WHEREAS, on 28 December 2020, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached as Annex "C", and recommended the adoption of the same, noting the recommendations made therein by the BAC-TWG;

WHEREAS, noting no issues in the BAC-TWG Post-Qualification Report, it was moved and seconded to declare Project V Media Corporation as the single calculated and responsive bidder;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that the sole bidder, Project V Media Corporation be declared as the single calculated and responsive bidder and be recommended for the award of contract for the engagement of service for AVP Production and TV Ad Placement, with a bid price amounting to Php 2,659,200.00;

RESOLVED this 28th day of December 2020, through videoconference meeting.

ATTEST:

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

On leave
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

On leave

JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma

Josefina Eusebio

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

Digitally signed by Mendoza
Ma Josefina Eusebio
Date: 2021.01.06 13:50:05
+08'00'



Digitally signed by
Villasoto Ivy Grace Torres
Date: 2021.01.05 15:47:56
+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: 2021.01.05 15:10:02
+08'00'

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

Approved:



RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: 25 JAN 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

25 JAN 2021

Ms. Rosanne Bernadette Chua
Project Manager
Project V Media Corporation
Unit 404 Don Raul Building,
77 Kamuning Road, Kamuning, Quezon City

Dear Ms. Chua:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 127-2020 series of 2020, the contract for the procurement of consultancy services for AVP Production and TV Ad Placement amounting to TWO MILLION SIX HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED AND 0/100 PESOS (Php 2,659,200.00), VAT inclusive, is awarded to *Project V Media Corporation*, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

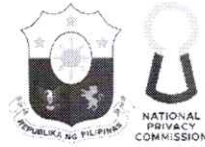
Very truly yours,

RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity

25 JAN 2021

Conforme:

Ms. Rosanne Bernadette Chua
Project Manager
Project V Media Corporation
Date: January 29, 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 14 APR 2021 2021

ROSANNE BERNADETTE CHUA

Project Manager

Project V Media Corporation

Unit 404, Don Raul Building, 77 Kamuning Road,
Kamuning, Quezon City

Dear Ms. CHUA:

Notice is hereby given to **PROJECT V MEDIA CORPORATION** for the commencement of the **AVP Production and TV Ad Placement 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 (MOA).

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 ENRIQUEZ LIBORO

Privacy Commissioner

I acknowledge receipt of this notice on _____

Name of the authorized representative of the Bidder Rosanne Bernadette Chua

Signature of the authorized representative [Signature] 14 APR 2021