



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 54, Series of 2018

**SUBJECT: RECOMMENDING THE AWARD FOR PROFESSIONAL SERVICES -
MEDIA MONITORING TO MEDIA METER, INC.**

WHEREAS, the procurement request (PR) for the engagement of professional services for media monitoring was approved by the Head of the Procuring Entity, with the Public Assistance and Information Division (PIAD) as the end-user, as per P.R No. 2018-0068;

WHEREAS, the revised 2018 Annual Procurement Plan (APP) of NPC includes an allocation for the Media Monitoring amounting to Php105,000.00 with the mode of procurement as Small Value Procurement (SVP);

WHEREAS, Section 53.9 of CY 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) recognizes the use of SVP for procurement of goods not covered by Shopping under Section 52 of RA 9184 and its IRR where the amount does not exceed One Million Pesos (Php1,000,000.00);


WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat posted on June 9, 2018 the request for quotation (RFQ) for the abovementioned item for procurement in the Philippine Government Electronic Procurement System, NPC website, and NPC bulletin board;

WHEREAS, upon the deadline for submission of quotation on June 13, 2018, the NPC BAC Secretariat opened the quotations received and proceeded to evaluate the offers for compliance with the legal, technical, and financial requirements;


WHEREAS, based on the results of the evaluation, a copy of which is attached hereto as Annex "A", the NPC BAC determined Media Meter, Inc. tendered the Single Calculated and Responsive Quotation in the amount of NINETY-ONE THOUSAND PESOS ONLY (Php91,000.00);

NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the members of the NPC Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for Media Monitoring to "MEDIA METER, INC." in the total amount of Php91,000.00.

RESOLVED this 25th day of June 2018, at the National Privacy Commission Office, 5th Floor, Ang Kuikok Hall, PICC Delegation Bldg., PICC Complex, Roxas Blvd., Manila 1307




MARIA DELIA S. PRESQUITO
Chief, ASD
BAC Vice-Chairperson




MARILOU C. LEELIAN
OIC-Chief, FPMD
BAC Member

ATTY. JANICE G. NADAL
OIC-Chief, LD
BAC Member



MONALISA G. BAUTISTA
Budget Officer, FPMD
BAC Member




BELMA G. MARTINEZ
OIC Director, FAO
BAC Member



ATTY. GILBERT V. SANTOS
OIC-Director, LEO
BAC Chairman

Approved by:



RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER and
CHAIRMAN
Head of the Procuring Entity



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
 Philippine International Convention Center (PICC), 5th Floor East Banquet Hall, Delegation Bldg. PICC Complex, Pasay City

NPC-ASD-AOQ No.0013

ABSTRACT OF QUOTATIONS

Project: Media Monitoring
 Reference: NPC 2018 Revised APP Item No. Exec. 2018-003
 Approved Budget for the contract: 105,000.00
 PhilGIPS Reference No.: 5413666

No.	Qty.	Unit	Description	Supplier	Eligibility Requirements						Bid Price	Remarks	
					Mayor's/Business Permit	Professional License	PhilGIPS Reg. Number	PCAR License (Infra)	NFCC (Infra)	Income Tax Return			Omnibus Sworn Statement
1	1	lot	Media Monitoring	MEDIA METER INC.	COMPLIED	N/A	COMPLIED	N/A	N/A	N/A	N/A	91,000.00	PASSED
2	1	lot	Media Monitoring	ISENTIA MANILA INC.	FAILED	N/A	FAILED	N/A	N/A	N/A	N/A	-	FAILED*
2	1	lot	Media Monitoring	MR. GILBERT TAN TRINCHERA	FAILED	N/A	FAILED	N/A	N/A	N/A	N/A	-	FAILED*

In the evaluation of the herein offers, with the evaluation of the NPC-Bids and Awards Committee, and the preference of the kind-use considered, we hereby recommend the award to the lowest and most responsive bidder:

MEDIA METER INC.

Approved
 Disapproved

Prepared By:

JOEL T. PACHUNGAN JR.
 BAC Secretariat (Member)

GHEELEY BALIGOD
 BAC Secretariat (Member)

MA. JOSEFINA E. MENDOZA
 BAC Secretariat (Member)

MARY GRACE E. FRANCISCO
 BAC Secretariat (Member)

Recommending Approval:

BELMA G. MARTINEZ
 OIC-Director, FAO
 BAC Member

ATTY. JANICE G. NADAL
 OIC-Chief, LD
 BAC Member

MARILOU C. LEBLANC
 OIC-Chief, FPMD
 BAC Member

MONALISA G. BAUTISTA
 Budget Officer, FPMD
 BAC Member

Note:
 *The bidder failed to submit their quotation

MARIA DELIA S. PRESQUITO
 Chief, ASD
 BAC Vice Chairperson

ATTY. GILBERT V. SANTOS
 OIC-Director, LEO
 BAC Chairperson



CONTRACT

MEDIA MONITORING AND REPORTING

This Contract Agreement is entered dated this 25th day of June 2018, in Quezon City, Philippines by and between:

MEDIA METER INC.
(Hereinafter referred to as the "Service Provider")

AND

NATIONAL PRIVACY COMMISSION
(Hereinafter referred to as the "Client")

(Service Provider and Client are referred as a "Party", or collectively the "Parties".)

SERVICE PROVIDER:

CLIENT:


BRIAN JOHN V. HERRERA
GENERAL MANAGER


RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER & CHAIRMAN

SERVICE PROVIDER ADDRESS:	CLIENT BILLING ADDRESS:
3 rd Floor, Blupoint Building, 106 Kamuning Road, Quezon City, Philippines 1103.	5th Floor, Delegation Building, Philippine International Convention Center (PICC) Complex, Roxas Boulevard, Pasay

This Contract serves as the official agreement between the SERVICE PROVIDER and the CLIENT covering the scope of work, payment terms and conditions and all stated content inclusions in this contract.

SCOPE OF WORK

The following outlines the scope of work to be performed by the SERVICE PROVIDER for the CLIENT for the duration of this agreement.

MEDIAWATCH - News Monitoring
PROJECT BASED MONITORING

MEDIAWATCH <i>News Monitoring</i>	<i>An extensive media news monitoring service tool that tracks your media presence and exposure in print, online and broadcast networks</i>
*Covered Mediums	<ul style="list-style-type: none"> ▪ Print & Provincial Print Publications ▪ Online News Websites ▪ Blogs ▪ TV ▪ AM Radio <p><small>*Refer to the annex page for full coverage of the media publications, stations and online news media websites.</small></p>



Inclusions	<ul style="list-style-type: none"> ▪ Daily email reports ▪ Monthly Compilation of Media Data ▪ Mobile and Website access ▪ Dashboard Access
Reports	<ul style="list-style-type: none"> ▪ Monthly Compilation Report in Excel (every 5th working day of the following month)
Content Support	<ul style="list-style-type: none"> ▪ Printable Content in PDF ▪ Downloadable Clips ▪ Email Forwarding

SUBSCRIPTION TERMS AND DURATION

The subscription terms and duration of the scope of work are as follows:

Duration of Service	June 25, 2018 – January 25, 2019
Monthly Subscription Service Inclusive of 12% Vat	PHP 13,000.00
Payment Terms & Billing Cycle	<u>Monthly</u> – To be fully paid within 30 calendar days upon receipt of billing invoice from the SERVICE PROVIDER.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed by their proper authorized officers as of the effective date.

SERVICE PROVIDER
BRIAN JOHN V. HERRERA
GENERAL MANAGER

CLIENT
RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER & CHAIRMAN

THE SERVICES

MEDIAWATCH NEWS MONITORING SERVICE

The SERVICE PROVIDER will monitor news and current affairs clips and articles based on the information and keywords provided by the CLIENT. The SERVICE PROVIDER will perform research and monitoring of key terms as provided by the CLIENT.

MEDIAWATCH monitoring services will include the following in its Media coverage:
Special coverage programs may incur additional fee if not covered in the Contract.

Special Coverage are news items that is not part of the daily program schedule of the network which covers extended airtime from the radio and television network.

Example: Special Coverage on the POPE Visit / State of the Nation Address by the President.

Print Media	Online	TV (Metro Manila)	AM Radio (Metro Manila)
Broadsheets Tabloids Magazines	Online News PH Blogs PH	News & Current affairs Newsflash Documentary programs PR programs *Special Coverage	News & Current affairs Newsflash Public announcement *Special Coverage

ADDITIONAL SCOPE OF WORK NOT INCLUDED IN THE CONTRACT

The SERVICE PROVIDER maintains above standard operating procedures to assure our clients remains satisfied with their subscription. In any case that the client may require a specific service or an additional scope of work that is beyond what was stated in the primary requirement this will have an additional cost implication that will be agreed upon by the service provider and the client.

Prices are to be determined based on the following;

1. Duration of the Report;
2. Comparative data reports;
3. Analysis and technical interpretation of data;
4. Data Segregation and Identification of Issue and Media highlights;
5. Other requests that require third party analysis;
6. Man-hours rendered by the Service Provider to accomplish the report;
7. Immediate reports that are requested by the CLIENT;

3-5 working days lead time is required by the SERVICE PROVIDER for preparation and counter checking of media data.

EMAIL SERVICE FOR MEDIAWATCH – NEWS MONITORING

The article and clippings shall be delivered by uploading them online to a secure website www.media-meter.net, where the CLIENT can access and view them. A login/password combination shall be provided for the CLIENT for security and confidentiality of the information.

Schedule of alerts are listed on the table below.

Consolidated Email Alerts: To avoid receiving too many email alerts in one day, Media Meter will arrange a consolidated report for all media to be received in one email alert daily. Captures will be bundled according to topic with summary statement per topic

Please contact our Operations 02- 414 – 4496



Media	Email Alert Delivery
<p>Print Broadsheets and Tabloids</p>	<p>Monday - Friday 8:30AM</p> <p>Saturday – Sunday and Holidays 12:00 Noon</p>
<p>Magazines</p>	<p>Every Friday of the Monitoring Month 2:00PM</p>
<p>Provincial Print Delayed 4-5 days from date of publication</p>	<p>Monday – Friday 8:00AM and 3:00PM</p> <p>Saturday – Sunday 12:00 Noon</p>
<p>Online News / Blogs</p>	<p>Monday – Friday 1st email 12:00PM to 4:00AM News 8:30AM</p> <p>2nd email 4:00AM to 12:00PM News 2:00 PM to 4:00 PM</p> <p>Weekends / Holidays Saturday 2:00 PM</p> <p>Sunday 2:00 PM</p>
<p>TV</p>	<p>Sunday to Friday</p> <p>1st email From 4:00AM to 2:00PM Coverage Email send out on the Day 3:00PM compiled broadcast clips</p> <p>2nd Email From 2:00PM to 1:00AM Coverage Email send out shall be provided the next day 3:00AM Compiled broadcast clips</p> <p><i>Note: Saturday Clips will be provided on Sunday 4:00 PM</i></p>
<p>Radio</p>	<p>Sunday to Friday</p> <p>1st email From 4:00AM to 2:00PM Coverage Email send out on the Day 3:00PM Compiled broadcast clips</p> <p>2nd Email From 2:00PM to 1:00AM Coverage Email send out shall be provided the next day 3:00AM Compiled broadcast clips</p> <p><i>Note: Saturday Clips will be provided on Sunday 4:00 PM</i></p>

EMAIL DISRUPTIONS

The SERVICE PROVIDER shall not provide Mobile SMS news / ad alerts to its CLIENT in case of email disruptions caused by any of the situations below. All monitored news / ads shall be emailed to the CLIENT or the CLIENT has the option to log into the website to view the news articles directly.

The delivery of email send outs will be affected due to the following reasons:

1. Natural Disasters;
2. Third Party Subscription (Cable TV network, Print Publications Online Website updates or down websites for repairs);
3. Severe Power interruptions;
4. Internet downtime;
5. Technical Repairs that affects the news links and data collection;
6. War or other political unrest that is beyond the control of the service provider;

The service provider shall notify the CLIENT via SMS, Telecomm or email before any disruption of its service (forecasted disruption). For unanticipated disruption, the service provider will notify the client within 1 hour after detecting the disruption.

BROADCAST INTERRUPTIONS – TELEVISION AND RADIO STATIONS

Broadcast interruption caused by our suppliers and contractors shall not be the direct responsibility of the SERVICE PROVIDER. These interruptions may cause technical problems in our recording and may disrupt and eventually miss important news and information. Nonetheless, the SERVICE PROVIDER undertakes to exert commercial reasonable efforts to procure suppliers and contractors who can provide competitive services. Moreover, in case those interruptions occur, it is the duty of the SERVICE PROVIDER to minimize the impact of broadcast service problems on its obligations to the CLIENT and the SERVICE PROVIDER agrees to monitor and report to the CLIENT whatever news the SERVICE PROVIDER has missed during those interruptions.

The following are the identified causes that may be encountered for broadcast Television and Radio, which are not within the control of the SERVICE PROVIDER:

1. Loss of Transmission by either the Cable provider or Main Network/Broadcast station;
2. Loss of Broadcast due to Calamities and Natural Disasters;
3. Sudden power interruption and power fluctuation;
4. Loss of transmission of radio stations listed in the Annex;
5. Other natural causes that are beyond the control of the SERVICE PROVIDER and cannot be foreseen by the SERVICE PROVIDER;

CLIENT SUPPORT CENTER

Connect with us: **961 7322** or **414 4496**

The CLIENT may contact our CLIENT support for any concern and/or inquiries about the monitoring subscription. The CLIENT may also directly call its assigned Client Relations Manager for important and urgent concerns.

The CLIENT may contact the SERVICE PROVIDER from **6:00AM until 4:30PM, Monday – Friday** and on **Weekends and holidays, from 8:00AM to 1:00PM**. Calls received after the operating hours shall be processed the following day. The SERVICE PROVIDER shall provide to the CLIENT the contact details of the CLIENT SUPPORT TEAM

Conditions on Support Services

1. All phone calls and emails from the CLIENT shall be properly documented and lined – up in our deliverables for the day.
2. The Client support team is trained to respond and answer your concerns within 24 hours or less, depending on the concern and inquiry of the CLIENT.

The SERVICE PROVIDER shall advise the CLIENT via email, phone call, and via our mobile SMS should there be any technical problem that the SERVICE PROVIDER may encounter during the monitoring period.

WEBSITE ACCESS AND DATA MANAGEMENT CENTER

All scanned and captured articles, content data, clippings and other media materials covered by this contract shall be uploaded to the secure website www.media-meter.net. The website can be accessed using a username/password combination to be supplied by our customer service personnel upon activation of service subscription with the SERVICE PROVIDER. No changes shall be made to any login information without any written advice from the CLIENT. The SERVICE PROVIDER shall provide a free user-guide and tutorial service sessions, upon activation of the service monitoring subscription.

The media monitoring and reporting service shall be used by CLIENT in part or in its entirety, as it deems necessary for its day-to-day operations and strategic business purpose.

In addition to serving as an archive for news clippings, www.media-meter.net is equipped with various features and a tool that allows the CLIENT to manage content, see real-time statistics, and conveniently download updated reports. For data protection, individual login access is given to a select number of users.

KEY CLIENT BENEFITS

1. Get real time data statistics;
2. Publication Media Tracking;
3. Journalist Archive;
4. Article and AD archive;
5. Get easy instant data compilation reports;

CONTENT ACCESS

The Media Meter website also serves as the CLIENT's back – up tool to view your articles in case emails and in – transit communication should falter during regular monitoring schedules. The CLIENT can also view past articles and create instant numerical reports. Free tutorials shall be provided upon the CLIENT's request to the SERVICE PROVIDER. This particular tool is only applicable depending on the contract agreement based on the coverage stated on the Scope of Work as additional services.



**SERVICE TERMS AND CONDITIONS
PROJECT BASED**

PAYMENT TERMS AND SUBSCRIPTION CONDITIONS

1. The CLIENT will be billed by the SERVICE PROVIDER on a monthly basis. Payment should be paid in full 30 calendar days upon receipt of billing invoice from the SERVICE PROVIDER.
2. If the CLIENT account remains to be unpaid after the due date, SERVICE PROVIDER reserves the right, upon notice to the CLIENT, to suspend all of its services, until such amounts have been paid full by the CLIENT.
3. Service suspension will automatically resume 24 hours upon receipt full payment from the CLIENT.
4. **Penalties** - Non-payment of the invoice Thirty (30) calendar days after its due date will incur a *2% penalty of the total cost to be charged except cost for VAT. *Should the CLIENT fail to pay the due amount, the SERVICE PROVIDER shall require a written letter of explanation from the CLIENT on what caused the delay of payment*

**The penalty is 2% of the monthly subscription cost except cost for VAT that the CLIENT agreed to pay to the SERVICE PROVIDER for the services rendered.*
5. If despite negotiations done in good faith by both the SERVICE PROVIDER and CLIENT the contract is terminated due to the CLIENT's failure to pay the invoice price, the CLIENT agrees to pay liquidated damages equivalent to two (2) months of the subscription amount stated in this contract.
6. The CLIENT acknowledges that the costs detailed in this contract are limited to the period and scope of work stipulated. In the event that the CLIENT should, for any reason whatsoever, decide to:
 - a. *extend the subscription, or
 - b. *expand the scope of work,
 - c. *require other services not stated within this agreement

The CLIENT will sign an **Addendum** with the SERVICE PROVIDER for any additional scope of work and agrees to pay the SERVICE PROVIDER an additional amount to be agreed upon by both parties, for work done in connection with the engagement or that may be required to complete the same. The VAT due on the additional amounts to be paid to the SERVICE PROVIDER shall be for the account of the CLIENT.

7. **Cancellation of Contract Upon Signing** Should the CLIENT decide to cancel the contract but the service has been rendered already for more than 15 calendar days upon signing, the CLIENT shall pay the full amount of the monthly subscription that is due to the SERVICE PROVIDER with fees expected within 30 calendar days. Any delays in payment as a result of cancellation of the agreement shall incur a late payment penalty fee of 5% based on the full amount of the monthly subscription except cost for VAT.
8. In case the CLIENT decides to cancel the agreement but the service rendered by the SERVICE PROVIDER is less than 15 calendar days of the service month, the CLIENT shall still be charged based on the actual number of service days rendered by the SERVICE PROVIDER and with fees expected within 20 calendar days. Any delays in



- payment as a result of cancellation of the agreement shall incur a late payment penalty fee of 10% based on the actual number of service days rendered except cost for VAT.
9. **End of Contract** – Upon the end of contract between the SERVICE PROVIDER and the CLIENT, the SERVICE PROVIDER shall discontinue sending email alerts and username and passwords would no longer be accessible by the CLIENT or any of its authorized users.
 10. The CLIENT shall advise the SERVICE PROVIDER seven (7) working days before the contract ends for any service extension. If the SERVICE PROVIDER does not receive any notification from the CLIENT, the service subscription shall be discontinued.
 11. The SERVICE PROVIDER shall notify the CLIENT via email twenty (20) calendar days before the contract expires.
 12. **Extension of Subscription** – The CLIENT will sign service extension agreement with the SERVICE PROVIDER for a minimum of 1 month should the CLIENT decide to continue the services applying the same scope of work payment terms and conditions.
 13. **Termination** - Either the SERVICE PROVIDER or the CLIENT may terminate this agreement provided a 30-calendar day's prior notice is given. In the event of termination, all amounts due to the SERVICE PROVIDER under this agreement at such date shall be immediately settled by the CLIENT within Twenty (20) calendar days. This condition is applicable for subscription service exceeding that of more than three (3) months of service engagement
 14. **Renewal of Service**– The SERVICE PROVIDER will coordinate with the CLIENT 30 calendar days to confirm it's renewal and to gather information and customer feedback for any concern or additional scope of work to be included on the next term of service with the SERVICE PROVIDER.

DATA SECURITY, CONTROLS & NON-DISCLOSURE POLICY

1. The parties agree to protect the confidentiality of each other's Confidential Information in the same manner they protect the confidentiality of their own Confidential Information of like kind, but in no event shall either party use less than reasonable care. Access to the Confidential Information shall be restricted to those of each party's personnel or representatives or agents engaged in a use permitted hereby who have agreed in writing to abide by the terms of this Contract or who have confidentiality obligations in their contracts with the party employing them.
2. SERVICE PROVIDER will not be responsible for data privacy breaches caused by loss or mishandling on the part of the CLIENT or the CLIENT's representatives, of their respective usernames passwords and other reports submitted by the SERVICE PROVIDER. However, the SERVICE PROVIDER shall be responsible for any data privacy breach by any of its Representatives and the SERVICE PROVIDER agrees, at its sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
3. In case of any unauthorized use of CLIENT's usernames and passwords, CLIENT agrees to notify the SERVICE PROVIDER immediately within 24 hours upon knowledge thereof.
4. The SERVICE PROVIDER will only follow instructions and directives from assigned authorized personnel from the CLIENT. Any request and instruction coming from non-



authorized personnel will not be entertained by the SERVICE PROVIDER. The SERVICE PROVIDER will report such incident to the authorized personnel only.

5. All information shared by the CLIENT with the SERVICE PROVIDER including, but not limited to, personally identifiable data, comments and annotations made on SERVICE PROVIDER's, website, email addresses in Media Meter, Inc. alerts or notification recipients, IP addresses, standard web login information and data charts, and insights or analyses gathered from CLIENT's collected print, broadcast and online clippings, will remain confidential even after the termination of this contract. SERVICE PROVIDER hereby expressly undertakes that it shall observe the provisions of the DATA PRIVACY ACT OF 2012, as may be applicable, including the provisions contained in this Heading.
6. SERVICE PROVIDER will not share CLIENT's personal information with other companies or individuals outside of that of the SERVICE PROVIDER unless:
 - a) The sharing is done with CLIENT's written consent.
 - b) The sharing is needed for processing personal information on behalf of the SERVICE PROVIDER but with Client's prior written approval. In this event, SERVICE PROVIDER will require the third party to process such information in compliance with this privacy policy and any other appropriate confidentiality and security measures.
7. The obligations of the SERVICE PROVIDER contained in this section shall survive the termination of this Contract.
8. The CLIENT fully understands that the service provided by the SERVICE PROVIDER is for internal use only and cannot be mass produced to gain profit or resell the content to any individual, government agencies or other forms of business organizations. The articles and clippings are intended for research information gathering only.
9. Upon termination of the contract all information and data collected for the CLIENT shall be compiled and shall be turned over to the CLIENT. In any case that the data provided has been lost or mishandled by the CLIENT and requested for another copy, this will have a corresponding service cost to be determined by the SERVICE PROVIDER.
10. CLIENT will not share email, data, web and information provided by the SERVICE PROVIDER to any third party without the approval of the SERVICE PROVIDER.
11. The SERVICE PROVIDER will only provide the services for the CLIENT that is in direct contract with the SERVICE PROVIDER. Should the CLIENT request to add any recipient or extend the services that are outside or not part of the covered service agreement, this shall incur additional cost for the CLIENT.

Not covered in this agreement are the following.

- a. Extend the services to other subsidiaries and other companies
- b. Include third party entities such as consultants, third party agencies, suppliers
- c. Other companies, parties and even individuals not directly employed by the CLIENT

INTELLECTUAL PROPERTY RIGHTS OF MEDIA METER INC.

1. All SERVICE PROVIDER Products are the exclusive property of the SERVICE PROVIDER. All rights, title and interest in or to any Intellectual Property Rights relating to the SERVICE PROVIDER Products and the related logos, product names, etc. are reserved. A personal, non-exclusive, non-transferable right and license is being granted to CLIENT, solely for Client's own internal business purposes, to use any Software made available to Client as part of the Services. Client shall not have any interest in the Software, except for the license granted to Client under this Agreement. Client will not make any alteration, change or modification to any of the SERVICE PROVIDER Products, including the Software used by SERVICE PROVIDER in connection with



providing the Services for the Client. Any Feedback provided by Client, including, in each case all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of the SERVICE PROVIDER or its licensors. Client hereby assigns to SERVICE PROVIDER all of its right, title, and interest in and to any Feedback, including all Intellectual Property Rights therein or relating thereto.

2. All right, title and interest in and to the Client Data and all related Intellectual Property Rights, modifications and additions thereto shall at all times remain with Client. Client grants SERVICE PROVIDER a limited license, during the Term, to use and display Client Data within the Software solely to permit Client to access the Services by way of login by Authorized Users or as required for SERVICE PROVIDER to provide the Services. SERVICE PROVIDER shall use commercially reasonable efforts to maintain the security and integrity of Client Data.
3. Client shall not, and shall not allow third parties to: (i) license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the services to other third party.
4. Client will not be allowed to use robots, crawlers or any forms to gather data within the SERVICE PROVIDER software any confirmed violation of such will result in automatic termination of the service. The CLIENT will also be banned from using the SERVICE PROVIDER software or any of its services perpetually.

TRADEMARKS

1. CLIENT is the owner of all logos, marks and the names of the CLIENT.
2. CLIENT grants the SERVICE PROVIDER the rights to use CLIENT logos, marks and names solely for the purpose of completing and delivering the work and projects that are covered under the scope of this Contract.
3. Any use of CLIENT logos, marks and name outside the scope of this Contract will require the express written consent of approval of the CLIENT.

DISPUTE RESOLUTION

The parties agree to use best efforts to amicably resolve any dispute arising out of or relating to this Contract.

GOVERNING LAW

This agreement if governed by the laws of the Republic of the Philippines. Venue for any dispute shall be chosen by the SERVICE PROVIDER.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their respective duly authorized representatives as of the day and year first above written.

**MEDIA METER INC.
SERVICE PROVIDER**

**NATIONAL PRIVACY COMMISSION
CLIENT**

By:

**BRIAN JOHN V. HERRERA
GENERAL MANAGER**

By:

**RAYMUND ENRIQUEZ LIBORO
PRIVACY COMMISSIONER & CHAIRMAN**

ANNEX PAGE

A. MEDIA LIST

**MEDIA LIST
PRINT PUBLICATION | TV | AM & FM STATION
UPDATED 2Q OF 2018**

Conditions:

- Service Provider will only include parameters based on the agreement
- Menu list of media coverage may evolve from time to time without prior notice from the Service Provider.
- Service Provider updates its list based on the capacity it operates, and on any additional requirements from the client requiring approval and verification. May also be subject to additional cost, depending on the service request.

PRINT PUBLICATIONS

NATIONAL NEWSPAPERS	<ol style="list-style-type: none"> 1. Business World 2. Business Mirror 3. Malaya 4. Manila Bulletin 5. Manila Standard 6. Manila Times 7. The Daily Tribune 8. The Philippine Star 9. Philippine Daily Inquirer 10. Financial Times (International) 11. United Daily News (Chinese Pub) 12. World News (Chinese Pub)
Tabloids	<ol style="list-style-type: none"> 13. Abante 14. Abante Tonite 15. Bagong Sagad 16. Bagong Tiktik 17. Balita 18. Bandera 19. Bulgar 20. Hataw 21. People's Journal 22. People's Tonite 23. Pilipino Mirror 24. Pilipino Star Ngayon 25. Pang – Masa 26. Police Files Tonite 27. Remate 28. Tempo

PRINT PUBLICATION MAGAZINES
Monthly / Bi-Monthly / Quarterly Publication

Subscription Cycle	Publication Title
A. Monthly	<ol style="list-style-type: none"> 1. Agriculture (Manila Bulletin Issue) 2. Animal Scene (Manila Bulletin Issue) 3. Auto Car 4. 2.0 Opinion 5. CI (always delay) 6. Going Places 7. Experience Travel & Living 8. Gadgets 9. Lifestyle Asia 10. Metro 11. Mega 12. Metro Society 13. My home 14. Orient Aviation (only PDF) 15. Phil Tatler 16. Pulp 17. Speed 18. Travel Leisure 19. Philippine Primer (only PDF) 20. Smile (PDF) 21. Mabuhay (only PDF)
B. Volume Bi monthly or Quarterly	<ol style="list-style-type: none"> 22. Art + 23. Condo Living 24. Motorsiklo 25. High Life (BusinessWorld Issue) 26. Wheels
C. Bi Monthly / Quarterly	<ol style="list-style-type: none"> 27. Asian Dragon (bi-monthly) 28. Rouge (bi-monthly) 29. Garage (bi-monthly) 30. Brand (bi-monthly) 31. People Asia (bi-monthly) 32. Inside Racing (bi-monthly) 33. Travel Now (with PDF) (bi-monthly) 34. Travel life (bi-monthly) 35. Metro home & Entertaining (bi-monthly) 36. Expat (bi-monthly) 37. Archikonst (Quarterly) 38. BluPrint (Quarterly) 39. Asian Traveller (Quarterly) 40. Grid (Quarterly)



	41. Food (Quarterly) 42. Metro Home (Quarterly) 43. Money Sense (Quarterly) 44. Phil Tatler Traveller (Quarterly) 45. Torque (Quarterly) 46. Woman Today (Quarterly) 47. Wedding Essentials (Quarterly)
D. Weekly	48. Biz News Asia 49. Philippine Graphic 50. Starweek (Philippine Star Issue) 51. Panorama (Manila Bulletin Issue)

LIST OF PROVINCIAL NEWSPAPER (37 Publications)

LOCATION	PUBLICATION
1. Pampanga	Punto Central (PDF)
2. Pampanga	Sunstar Pampanga
3. Ilocos	Ilocos Times Online Version (PDF)
4. Ilocos	Tawid Online (PDF)
5. Baguio	SunStar Baguio
6. Baguio	Baguio Chronicles
7. Baguio	ZigZag Weekly
8. Baguio	Baguio Midland Courier
9. Baguio	Amianan Balita Ngayon
10. Davao	Mindanao Times
11. Davao	Sunstar Davao
12. Davao	Bandera Mindanao
13. Davao	Mindanao Daily Mirror
14. Davao	Edge Davao
15. Cebu	Sun Star Cebu
16. Cebu	Cebu Daily News
17. Cebu	The Freeman
18. Cebu	Sun Star Super Balita
19. Cebu	Bandera Vismin
20. Cebu	Banat News
21. Zamboanga	Daily Zamboanga Times
22. Cagayan De Oro	Mindanao Gold Star Daily
23. Cagayan De Oro	Sun.Star Cagayan
24. Cagayan De Oro	Mindanao Businessweek
25. Cagayan De Oro	Mindanao DailyNews
26. Bacolod	Visayan Daily Star
27. Bacolod	Sunstar Bacolod
28. Bacolod	Negros Daily Bulletin
29. Bacolod	Watchmen Daily Journal
30. Iloilo	Panay News
31. Iloilo	The Daily Guardian



LIST OF ONLINE DIGITAL COPY FOR PRINT (NEWSPAPERS AND MAGAZINE)

E- NATIONAL NEWSPAPERS	Business World	https://businessmirror.com.ph/
	Business Mirror	http://bworldonline.com/
	Malaya	http://www.malaya.com.ph/
	Manila Bulletin	https://mb.com.ph/
	Manila Standard	http://manilastandard.net/
	Manila Times	http://www.manilatimes.net/
	The Daily Guardian	https://thedailyguardian.net/
	Panay News	https://www.panaynews.net/
	Samar News	http://www.samarnews.com/
	Watchmen Daily	https://watchmendailyjournal.com/
	Negros Daily bulletin	www.ndb-online.com/
	Sunstar Bacolod	http://www.sunstar.com.ph/BACOLOD
	Sunstar Baguio	http://www.sunstar.com.ph/BAGUIO
	Sunstar Cagayan De oro	http://www.sunstar.com.ph/CAGAYAN-DE-ORO
	Sunstarcebu	http://www.sunstar.com.ph/CEBU
	Sunstar Davao	http://www.sunstar.com.ph/DAVAO
	SunstarDumaguete	http://www.sunstar.com.ph/DUMAGUETE
	Sunstar Iloilo	http://www.sunstar.com.ph/ILOILO
	Sunstar Manila	http://www.sunstar.com.ph/MANILA
	Sunstar Pampanga	http://www.sunstar.com.ph/PAMPANGA
	SunstarPangasinan	http://www.sunstar.com.ph/PANGASINAN
	SunstarTacloban	http://www.sunstar.com.ph/TACLOBAN
	SunstarZamboanga	http://www.sunstar.com.ph/ZAMBOANGA
	Mindanao Daily News	http://www.mindanaodailynews.com/
	Businessweek Mindanao	http://www.businessweekmindanao.com/
	Palawan News	http://palawan-news.com/
	Mindanao Gold Star Daily	http://mindanaogoldstardaily.com/
	Mindanao Daily Mirror	www.mindanaodailymirror.com
	Mindanao Daily News	www.mdailynews.com
	Zamboanga Times	http://www.zamboangatimes.ph/
	Cebu daily news	cebudailynews.inquirer.net/
	Edge Davao	edgedavao.net/
	Negros Chronicle	https://negroschronicle.com/
	Punto Central	www.punto.com.ph
	Ilocos Times	www.ilcostimes.com
	Tawid Online	Tawidnewsmag.com
	Zigzag weekly	Zigzagweekly.net
	Baguio Midland Courier	www.baguiomidlandcourier.com.ph
	AmiananBalitaNgayon	www.amiananbalitangayon.com
	Ilocos Sentinel	www.ilocossentinel.com
Bohol Chronicle	www.boholchronicle.com.ph	
Bohol news daily	www.boholnewsdaily.com	
Bohol Tribune	www.boholtribune.com	
MindanaoTimes	www.mindanaotimes.com	



E- MAGAZINES	Biznews Asia	http://www.biznewsasia.com/
	Philippine Graphics	https://philippinesgraphic.net/home/
	Wedding Essentials	https://weddingessentials.ph/
	Woman Today	http://womantoday.ph/
	Philippine Tatler	https://ph.asiatatler.com/
	Moneysense	https://moneysense.com.ph
	Metro Home magazine and entertainment	https://lifestyle.abs-cbn.com/magazines/metro-home-entertaining/
	Food	https://lifestyle.abs-cbn.com/magazines/food/
	Chalk	https://lifestyle.abs-cbn.com/magazines/chalk/
	Metro	https://lifestyle.abs-cbn.com/magazines/metro/
	Metro Society	https://lifestyle.abs-cbn.com/magazines/metro-society/
	Metro Weddings	https://lifestyle.abs-cbn.com/magazines/metro-weddings/
	Starmagic catalogue	https://lifestyle.abs-cbn.com/magazines/star-magic-catalogue/
	Star studio	https://lifestyle.abs-cbn.com/magazines/starstudio/
	UAAP	https://lifestyle.abs-cbn.com/magazines/uaap/
	Vault	https://lifestyle.abs-cbn.com/magazines/vault/
	Working Mom	https://lifestyle.abs-cbn.com/magazines/working-mom/
	Grid	http://www.gridmagazine.ph/
	Asian Traveller	http://asiantravelermagazine.com/
	BluPrint	http://bluprint.onemega.com/
	Mega	http://mega.onemega.com/
	Megaman	http://megaman.onemega.com/
	Megastyle	http://megastyle.onemega.com/
	Meg	http://meg.onemega.com/
	Lifestyle Asia	http://lifestyleasia.onemega.com/
	Travelnow	http://travelnow.onemega.com/
	Appetite	http://appetite.onemega.com/
	MyHome	http://myhome.onemega.com/
	Condoliving	http://condoliving.onemega.com/
	Inside Showbiz	http://insideshowbiz.onemega.com/
	Archikonst	http://archikonst.com.ph/
	Expat ph	http://expatphilippines.ph/
	Travel life	https://www.travelifemagazine.com/
	Inside Racing	https://insideracing.com.ph/
	People Asia	http://peopleasia.ph/
	Brand	http://brandmagazineph.com/
	Garage	http://garage.com.ph/
	Rogue	http://rogue.ph/
	Pulp	http://pulpmagazinelive.com/
	HWM	http://www.hardwarezone.com.ph
Power wheels	http://www.powerwheelsmagazine.com/	
C! Magazine	http://c-magazine.com/	



Autocar PH	http://autocar.com.ph/
Asian Dragon PH	http://www.asiandragonmagazine.com/
Wheels PH	http://wheelsph.com/
Yummy!	https://www.yummy.ph/
CandyMag	https://www.candymag.com/
Entrepreneur	https://www.entrepreneur.com.ph/
Esquire	Esquiremag.ph
Female Network	www.femalenetwork.com
FHM	www.fhm.com.ph
Forbes	www.forbes.com
Good housekeeping	www.goodhousekeeping.com
Preview	www.preview.ph
Real Living	www.realiving.com.ph
Smart Parenting	www.smartparenting.com.ph
Spot	www.spot.ph
topgear	www.topgear.com.ph
Town and country	www.townandcountry.com.ph
Yes! Magazine	www.pep.ph

BROADCAST TV AND RADIO FM & AM

***FM STATIONS ARE FOR ADVERTISMENT MONITORING ONLY**

Channel	TV Station Mediawatch Coverage	Adwatch Coverage 6am – 9am / 6pm – 10pm
1. ABS CBN	Whole Day Monitoring	*Adwatch
2. PTV 4	Whole Day Monitoring	-
3. TV 5	Whole Day Monitoring	*Adwatch
4. GMA 7	Whole Day Monitoring	*Adwatch
5. GMA NEWS TV	Whole Day Monitoring	-
6. CNN Philippines	Whole Day Monitoring	-
7. IBC 13	Evening Monitoring	-
8. NET 25	Whole Day Monitoring	-
9. AKSYON TV	Whole Day Monitoring	-
10. UNTV	Whole Day Monitoring	-
11. ANC	Whole Day Monitoring	-
12. Sports & Action	Whole Day Monitoring	*Adwatch
13. Teleradyo DZMM	Whole Day Monitoring	-
14. One News (Formerly Bloomberg)	Whole Day Monitoring	-
15. DZIQ TV	Whole Day Monitoring	-
16. DZRH TV	Whole Day Monitoring	-
17. CNN Intl	For Special Monitoring upon request	One Day Notice
18. Lifestyle Network	For Special Monitoring upon request	One Day Notice
19. CNBC	For Special Monitoring upon Request	One Day Notice
20. Fox Sports News	For Special Monitoring Upon Request	One Day Notice
21. ETC	For Special Monitoring Upon Request	For Special ads Request
22. AXN	For Special Monitoring Upon Request	For Special ads request



23. Fox Life	For Special Monitoring Upon Request	One Day Notice
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AM Stations Mediawatch News Monitoring AM Stations Whole day Monitoring	FM Stations for Adwatch (Max of 3 stations for Ad monitoring) 6am – 9am / 6pm – 10pm
1. DZXL 558	1. Jam 88.3 – Monitored on prime time slots.
2. DZBB 594	2. Magic 89.9 - Monitored on prime time slots.
3. DZMM 630	3. DZMB 90.7 – Being recorded, for special Monitoring only.
4. DZRH 666	4. Radyo 5 92.3 – Being recorded, for special Monitoring only.
5. DZRB 738	5. Monster Radio – 93.1 - Monitored on prime time slots.
6. DZRJ 810 (For Request Only)	6. DWKC – 93.3 – Being recorded, for special Monitoring only.
7. DWIZ 882	7. Mellow – 94.7 - Monitored on prime time slots.
8. DZIQ 990	8. DWRK – 96.3 – Being recorded, for special Monitoring only.
9. Radyo 5 / FM	9. DWLS – 97 .1 - Monitored on prime time slots.
10. Bombo Star FM	10. Yes FM 101.1 Being Recorded for special request.
	11. DWRR 101.9 Being Recorded for special request.

ONLINE WEBSITES AND BLOGS

The Service Provider covers thousands of websites on its list of recommended websites and blogsites in the Philippines. The full listing of websites can be provided upon the request of the client. This parameter continuous to be updated due to the ongoing updates of websites and also validation of legitimate and safe to search website.

Media Meter covers websites to monitor and will continue to upgrade and update its list based on the following protocols.

- The website is a legit website and is safe to conduct research
- The website does not contain any forms of viruses, spamwares that may cause problems for monitoring and research.
- The website is active consistently in the past 3 months

Note: Websites should be published in English and Tagalog only

For Websites outside the geo location of the Philippines (International Websites) this is not included and can only be part of the parameter if this is covered under the active agreed contract between the CLIENT and SERVICE PROVIDER.





Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: 25 June, 2018

Mr. Brian John V. Herrera
Authorized Representative
Media Meter, Inc.
3/F Blupoint Building, Kamuning Rd.,
Quezon City 1103

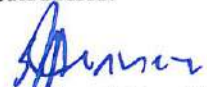
Dear **Mr. Herrera:**

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, the contracting of Professional Services for Media Monitoring amounting to NINETY-ONE THOUSAND PESOS ONLY (Php91,000.00), VAT inclusive, is awarded to MEDIA METER, INC. consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and Chairman

Conforme:


Mr. Brian John V. Herrera
MEDIA METER, INC.
Date: June 25, 2018