



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 006-2023, Series of 2023

RECOMMENDING THE AWARD FOR THE PROCUREMENT OF
CONSULTANCY SERVICES - TECHNICAL CONSULTANT (APP Item No. 2023-0024)

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

WHEREAS, in order to efficiently fulfill its mandate, the NPC is authorized to establish a Secretariat, which shall assist in the performance of its functions. The Secretariat shall be headed by an Executive Director (ED) and shall be organized according to the following offices: a) Data Security and Compliance Office; b) Legal and Enforcement Office; c) Finance and Administrative Office; d) Privacy Policy Office; and e) Public Information and Assistance Office¹;

WHEREAS, the Office of the Executive Director (OED) assists in the implementation of the programs, projects and activities of the Commission through administrative oversight, develops and implements the NPC's quality management system, reviews the recommendations of the NPC Offices and Divisions directly reporting to the OED, and monitors all NPC programs, projects and activities;

WHEREAS, in addition to the aforementioned core functions, the Executive Director is likewise designated as the NPC's Data Protection Officer and exercises oversight of the Data Protection Officer Accountability Compliance and Ethics Program (Phil-DPO) of the NPC;

WHEREAS, the Executive Director is concurrently the NPC's Information Systems Planner, the Chairperson of the Interim Management Systems Unit, and the Freedom of Information (FOI) Decision Maker of the NPC;

WHEREAS, in light of these technical functions of the OED specifically in the fields of organizational management, capacity-building, freedom of information decision making, privacy compliance, and cybersecurity, the NPC has determined the need for a technical consultant who shall assist the OED in the conduct of its functions by providing technical knowledge, expertise and experience through research, opinions, reports and advice in operational, organizational, legal and technical aspects of the NPC's day-to-day operations;

WHEREAS, the technical consultant will perform the tasks indicated in the Terms of Reference herein attached as Annex "A";

¹ Section 14, Implementing Rules and Regulations of the Data Privacy Act of 2012.

WHEREAS, said procurement is reflected in the NPC's 2023 Current Appropriations (RA 11936) programmed under NPC CY 2023 APP with Item No. 2023-0024 (Consultancy Services - Technical Consultant) with an Approved Budget for the Contract of Php 600,000.00 for a contract period of six (6) months;

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

WHEREAS, the NPC Bids and Awards Committee (BAC) Secretariat sent a Request for Quotation (RFQ) to Atty. Aurelle Dominic E. Narag on 23 January 2023;

WHEREAS, after evaluation of the qualifications and documentary submissions of Atty. Aurelle Dominic E. Narag, the NPC-BAC determined that he fully qualifies for the engagement of Consultancy Services - Technical Consultant to perform the functions required under the Terms of Reference;

WHEREAS, payment shall be made monthly in the amount of Php 100,000.00 for a contract period of six months and for a total contract price of Php 600,000.00;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby **RESOLVE**, as it is hereby **RESOLVED**, to recommend the award of contract for the renewal of the engagement of **Consultancy Services - Technical Consultant** in the total amount of **Six Hundred Thousand Pesos** (Php 600,000.00) for a contract period of six (6) months to **ATTY. AURELLE DOMINIC E. NARAG**, subject to the presentation of his original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 24th day of January 2023, via combination of on-site and videoconference meeting.

ATTEST:



Digitally signed by
Alzona Ivin Ronald De
Mesa

ATTY. IVIN RONALD D.M. ALZONA
Office of the Executive Director
End-User/Provisional BAC Member



MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member



Digitally
signed by
Espenilla
Erwin Dejucos

MR. ERWIN D. ESPENILLA
HEA, OPC
BAC Member



Digitally signed by
Mendoza Ma Josefina
Eusebio

ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member

The original of this document (containing only the BAC member's signature) is in digital format
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

Ref No.: BAC-23-00063

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228



Digitally signed
by Milanés Rainier
Anthony Mabias

ATTY. RAINIER ANTHONY M. MILANES
Chief, CMD
BAC Member

On Official Business
ATTY. IVY GRACE T. VILLASOTO
Attorney V, PDD
BAC Vice Chairperson



Digitally signed by
Patula Maria
Theresita Elnar

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

APPROVED:



ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: JAN 24 2023



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

J JAN 24 2023

ATTY. AURELLE DOMINIC NARAG
Proprietor



Dear Atty. Narag,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 006-2023, series of 2023, the contract for the engagement of professional services **CONSULTANCY SERVICES - TECHNICAL CONSULTANT** in the total amount of **Six Hundred Thousand Pesos (Php 600,000.00)** for a contract period of six **(6) months**, is hereby awarded to you, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

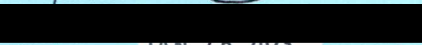
Joanna
ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: JAN 24 2023

Joanna
Digitally signed by Medalla Joan Therese Caragay

J *glr*

Conforme:

Narag
ATTY. AURELLE DOMINIC NARAG
Proprietor



Date: JAN 25 2023 *J*

Ref No.: BAC-23-00064

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

5th Floor, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307

URL: <https://www.privacy.gov.ph> Email Add: info@privacy.gov.ph Tel No. 8234-2228



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: FEB 07 2023

Atty. Aurelle Dominic E. Narag
Consultant



Dear Atty. Narag:

Notice is hereby given to **Atty. Aurelle Dominic E. Narag** for the commencement of the procurement for the **Consultancy Services - Technical Consultant** for the National Privacy Commission at the Philippine International Convention Center (PICC) in accordance with the terms and conditions of the attached Contract.

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,

ATTY. JOHN HENRY DU NAGA
Head of the Procuring Entity/
Privacy Commissioner

I acknowledge receipt of this notice on FEB 07 2023
Name of the authorized representative of the Bidder ATTY. AURELLE DOMINIC E. NARAG
Signature of the authorized representative

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this 31 January 2023 by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection, with office address at 5th Floor Delegation Building, PICC Complex, Roxas Blvd, Pasay, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA**, hereinafter referred to as the "**NPC**";

and

ATTY. AURELLE DOMINIC E. NARAG, Filipino, of legal age, residing at [REDACTED] and hereinafter referred to as the "**Consultant**".

NPC and the Consultant shall hereafter be referred to collectively as the **Parties**.

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement for a **Consultant** to assist the Executive Director by providing technical knowledge, expertise, and experience through research, opinions, reports, and advise in the operational, organizational and technical aspects of the Commission's day-to-day operations as detailed in the Terms of Reference (TOR). A copy of said TOR is hereto attached as **ANNEX "B"** and made an integral part of this Agreement;

WHEREAS, the NPC has resorted to Negotiated Procurement pursuant to Section 53.7 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 Updated as of 31 March 2021, allowing negotiated procurement as a mode of procuring the services of individual consultants hired to do work that is highly technical or proprietary;

WHEREAS, the Office of the Executive Director as end-unit has justified to the Bids and Awards Committee the engagement of such Consultancy Services - Technical Consultant, per existing laws and regulations;

WHEREAS, the **Consultant**, representing 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 20 January 2023 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php 600,000.00. A copy of the CAF is hereto attached as **ANNEX "A"** and made an integral part of this Agreement.

WHEREAS, on 24 January 2023, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 006-2023, Series of 2023**, recommending the Award of Contract for Consultancy Services - Technical Consultant to **ATTY. AURELLE DOMINIC E. NARAG**;

WHEREAS, on 24 January 2023 the Head of the Procuring Entity issued the Notice of Award to **ATTY. AURELLE DOMINIC E. NARAG**;

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 all that is necessary to carry out the services required to complete the same. The details of the services, scope of work, duties and responsibilities, among others, appear in the above-described TOR.

2. Term

The term of the contract shall commence from issuance of Notice to Proceed until July 31, 2023 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 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 Updated as of 31 March 2021 (IRR of RA No. 9184.)

Delivery shall only be considered complete upon mutual agreement by the parties that the consulting services are satisfactory to the standards agreed upon by the parties. The Consultant 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.

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

3. Payment

A. Consultant's Fee

As consideration for the full and faithful performance by the **Consultant** of his obligations under this Agreement and the completion of the services in accordance with the terms and conditions herein set forth, NPC shall pay the **Consultant** a total amount of **Six Hundred Thousand Pesos (Php 600,000.00)** 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

Full payment shall be made in Philippine Peso upon completion of all the required deliverables and submission of the following:

- i. Accomplishment Report and
- ii. Certificate of Acceptance of Output

TIMELINE	OUTPUT
February 1 - 28, 2023	Actual Output as stated in the Terms of Reference
March 1 - 31, 2023	Actual Output as stated in the Terms of Reference
April 1 - 30, 2023	Actual Output as stated in the Terms of Reference
May 1 - 31, 2023	Actual Output as stated in the Terms of Reference
June 1 - 30, 2023	Actual Output as stated in the Terms of Reference
July 1-31, 2023	Actual Output as stated in the Terms of Reference

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

4. **Project Administration**

NPC designates **ATTY. IVIN RONALD D.M. ALZONA, Executive Director IV**, as the Representative responsible for the coordination of tasks and deliverables under the contract. The Office of the Executive Director shall be responsible for the 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 "B" herein, with the highest standards of professional and ethical competence and integrity.

The **Consultant** likewise binds himself to follow the standards imposed by NPC in the delivery of said services. In relation with this, the **Consultant** shall provide a monthly report, using the documents enumerated in paragraph 3 hereof, with the NPC to show progress of the Services specified in this Agreement.

6. **Confidentiality and Privacy**

In the course of the undertaking between the NPC and the **Consultant**, any data received by latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authority from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by the **Consultant** 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).

7. **Non-Disclosure**

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

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

8. Amendments

No modification, amendment, or supplement to this Contract shall be effective for any purpose unless the same is in writing and signed by both parties.

9. Suspension of Contract

The **NPC** may, by written notice of suspension, suspend all payments to the **Consultant** if he fails to perform any of his obligations due to his own fault or due to *force majeure* or other circumstances beyond the control of either party. Such notice of suspension shall: a) Specify the nature of the failure; and b) Request the **Consultant** to remedy such failure within a period not exceeding thirty (30) days after its receipt by the **Consultant**.

NPC 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

The **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.

The **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.

The **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.

¹ Non-disclosure Agreement dated 31 January 2023

- 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/she shall be disqualified from providing goods, works, or services (other than the services or any continuation thereof) for any project resulting from or closely related to the herein services provided to **NPC**. The **Consultant** shall also be prohibited from engaging in activities that are prejudicial to the interests of 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** 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.
- 19. Other Provisions** The terms and conditions contained in the Annexes and all relevant procurement documents shall form an integral part of this Agreement. In the event of conflict between the terms of this Agreement and those in the Annexes or relevant documents, the former shall prevail.

NATIONAL PRIVACY COMMISSION

By:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner

By:

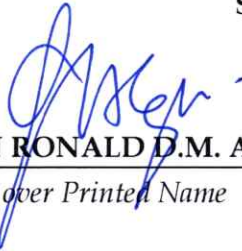


ATTY. AURELLE DOMINIC E. NARAG
Consultant



JENSEN JOY L. BALLICUD
Accountant III

Signed in the
Presence of:



ATTY. IVIN RONALD D.M. ALZONA

Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

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	VALID ID	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA	██████████	██████████
ATTY. AURELLE DOMINIC E. NARAG		

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 Acknowledgment is written, and is signed by the parties' instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of 17 FEB 2023 2023 at Pasay City, Philippines

Doc. No.: 372
Page No.: 74
Book No.: 1
Series of 2023.

M. Cleofe L. Jaime
MA. CLEOFE L. JAIME
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 COMMISSION NO. 20-04
 ROLL NO. 27302
 PTR NO. 8064931 PASAY CITY 1-3-2023
 IBP OR NO. 178431 ISSUED BY IBP
 NAT'L OFFICE - 2 - 16 - 22
 MCLE COMPL. VII-0018402
 ISSUED ON - MAY 20, 2022 VALID UNTIL
 APRIL 14, 2025

Contract No. 2023-



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on 31 January 2023 in Pasay City, Philippines, by and between:

The **National Privacy Commission**, represented by *Privacy Commissioner* **ATTY. JOHN HENRY D. NAGA** hereinafter referred to as the "**NPC**"

and

ATTY. AURELLE DOMINIC E. NARAG, Filipino, of legal age, residing at [REDACTED] and 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 with 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**, 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 confidentiality with regard to confidential information to which the **Consultant** was given access even after the term of contract has ended, as provided for in the Data Privacy Act of 2012, its IRR and other issuances.

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 privacy 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 within **15 calendar days** upon termination of the 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. 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.

8. 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.

NATIONAL PRIVACY COMMISSION

By:



ATTY. JOHN HENRY D. NAGA

Privacy Commissioner

By:



ATTY. AURELLE DOMINIC E. NARAG

Consultant

Signed in the Presence of:



Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

BEFORE ME, a Notary Public for and in Pasay City on 17 FEB 2023,
personally appeared the following persons with their government-issued identification cards,
to wit:

Name	VALID ID	Date/Place Issued
ATTY. JOHN HENRY D. NAGA	[REDACTED]	[REDACTED]
ATTY. AURELLE DOMINIC E. NARAG		

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.

This instrument consists of four (4) 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 at the place and on the date above mentioned.

Doc. No. 373
Page No. 74
Book No. 1
Series of 2023

[Signature]
MA. CLEOPE L. JAIME
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 COMMISSION NO. 20-04
 ROLL NO. 27802
 PTR NO. 8064931 PASAY CITY 1-3-2023
 IBP OR NO. 178431 ISSUED BY IBP
 NAT'L OFFICE - 2 - 16 - 22
 MCLE COMPL. VII-0018402
 ISSUED ON - MAY 20, 2022 VALID UNTIL
 APRIL 14, 2025