



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 128-2022, Series of 2022

**RECOMMENDING THE AWARD FOR THE PROCUREMENT OF
CONSULTANCY SERVICES - TECHNICAL CONSULTANT**

WHEREAS, the National Privacy Commission (*NPC* or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of 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 has an Executive Director (ED) tasked to ensure that the quality management of the NPC is held to the highest standards through the proper and efficient supervision of NPC offices, including the Public and Information and Assistance Division reporting directly to the Office of the Executive Director (OED);

WHEREAS, the OED also 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 ED 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. The ED is concurrently the NPC's Information Systems Planner, the chairperson of the Interim Management Systems Unit, and the Freedom of Information Decision Maker of the NPC;

WHEREAS, NPC being cognizant of the technical nature of the functions of the OED, determined the need for the procurement of a technical consultant who shall assist in the conduct of its functions specifically in the fields of organizational management, capacity-building, freedom of information decision making, privacy compliance and cybersecurity;

WHEREAS, the OED wishes to renew the services of its Highly Technical Consultant;

WHEREAS, this procurement has a Certification of Availability of Funds (CAF) and has been confirmed to be existing and programmed under the NPC CY 2021 Continuing APP with Item No. 2021-0215, amounting to ONE HUNDRED THOUSAND PESOS (P100,000.00) chargeable against Consultancy Services (GAS-MOOE);

WHEREAS, Section 53.7 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, providing for the

The original of this document (containing only the BAC member's signature) is in digital format

Ref No.: BAC-22-00723

NPC_BAC_RESO-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

engagement of individual consultants for no more than six (6) months, to do work that is highly technical or proprietary;

WHEREAS, with this certification and in accordance with the provisions of Republic Act No. 9184 and its IRR, the NPC Bids and Awards Committee (NPC-BAC) through the BAC Secretariat, sent a Request for Quotation to Atty. Aurelle Dominic Narag (Atty. Narag), and to which he acknowledged with his signature on the 28th of November 2022 and noted his compliance therewith to the Terms of Reference provided;

WHEREAS, on said date, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) evaluated the qualifications and documentary submissions of Atty. Narag, and determined that he fully qualifies for the engagement of Consultancy Services – Technical Consultant to perform the functions as required under the Terms of Reference;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the procurement of Consultancy Services – Technical Consultant in the amount of ONE HUNDRED THOUSAND PESOS (Php 100, 000.00) to ATTY. AURELLE DOMINIC E. NARAG, subject to the presentation of his original documentary requirements upon the signing of the Notice of Award.

RESOLVED this 28th day of November 2022 via combination of on-site and videoconference meeting.

ATTEST:

Digitally signed
by Milanés Rainier
Anthony Mabias

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

On leave

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

Digitally signed by Ragsag
Jonathan Rudolph Yandan

JONATHAN RUDOLPH Y. RAGSAG
Information Technology Officer II, DSTSD
BAC Member

Digitally signed by
Ivy Grace T. Villasoto

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. IVIN RONALD D.M. ALZONA
Executive Director IV
Officer-in-Charge¹

Date: DEC 01 2022

¹ Letter from the Office of the President re: Designation of Executive Director Ivin Ronald D.M. Alzona as Officer-in-Charge of the National Privacy Commission on 28 November to 02 December 2022 (111722-MRO-26420)

The original of this document (containing only the BAC member's signature) is in digital format



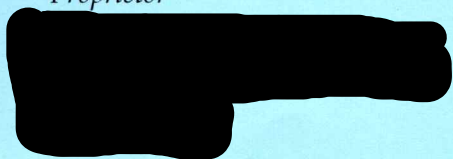
Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

~~DEC 01 2022~~

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. 128-2022, Series of 2022, the contract for procurement of Consultancy Services - Technical Consultant (APP Item No. 2021-0215) amounting to **One Hundred Thousand Pesos (Php 100,000.00), VAT inclusive**, is awarded to you, consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

ATTY. IVIN RONALD D.M. ALZONA

Executive Director IV

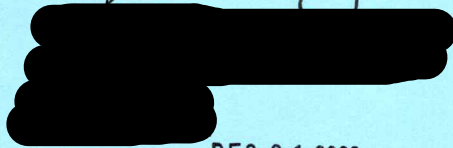
Officer-in-Charge¹

Date: DEC 01 2022

Conforme:

ATTY. AURELLE DOMINIC NARAG

Proprietor



DEC 01 2022

¹ Letter from the Office of the President re: Designation of Executive Director Ivin Ronald D.M. Alzona as Officer-in-Charge of the National Privacy Commission on 28 November to 02 December 2022 (111722-MRO-26420)

CONSULTANCY CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this DEC 05 2022 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".

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

WITNESSETH, that:

WHEREAS, NPC has expressed their requirement of a Consultant to assist the Executive Director by providing technical knowledge, expertise, and experience in the operational, organizational, legal 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 Implementing Rules and Regulations of Republic Act No. 9184, 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 as per existing laws and regulations;

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

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

WHEREAS, on 25 November 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php 100,000.00. A copy of the CAF is hereto attached as ANNEX "A" and made an integral part of this Agreement.

WHEREAS, on 01 December 2022, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 128-2022, Series of 2022**, recommending the Award of Contract for **Consultancy Services - Technical Consultant to Atty. AURELLE DOMINIC E. NARAG**

WHEREAS, on 01 December 2022, 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 receipt of Notice to Proceed until 31 December 2022** unless the same is terminated by either party after written notice thirty (30) days prior to the intended date of termination or immediately upon proof of violations prescribed under Annex "I" of Implementing Rules and Regulations of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" (IRR of R.A. No. 9184.)

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 **One Hundred Thousand Pesos (Php 100,000.00)** 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 Pesos upon completion of all the required deliverables and submission of the following:

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

| Target Dates/Deadlines | Payment Terms | Deliverables |
|-------------------------|--|---|
| Dec. 01 - Dec. 31, 2022 | 100% upon submission of all the deliverables and certification from the Executive Director | Actual outputs "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 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 **which** 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 each party.

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.

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 shall be disqualified from providing goods, works or services 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 II

Signed in the Presence of:



ATTY. IVIN RONALD D.M. ALZONA

Signature over Printed Name

Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Pasay **CITY OF MANILA**

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

| NAME | COMM. TAX CERT. NO. or Copy of any of the following ID: SSS ID/POSTAL ID/ VOTER'S ID/ PROFESSIONAL LICENSE/ PASSPORT | DATE/PLACE ISSUED |
|-----------------------------------|--|----------------------|
| ATTY. JOHN HENRY D. NAGA | | |
| ATTY. AURELLE DOMINIC E. NARAG | [REDACTED] | [REDACTED] |

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

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

WITNESS MY HAND AND SEAL, this 14 DEC day of 2022, 2022 at Pasay City, **CITY OF MANILA** Philippines

Doc. No.: 762
Page No.: 70
Book No.: #
Series of 2022.

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
IDP NO. 178598 - 01/09/2022, PASIG
PTR NO. 8060197 - 01/09/2022, MLA
ROLI NO. 29079, TIN: 172-528-620
MCLE COMPL. NO. VII-0000268 5/26/2019 Valid April 14, 2025
URBAN DECA HOMES (MANILA), B-2, UNIT 355, TONDO, MLA. (31)



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on DEC 05 2022 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 secrecy 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 secrecy of the confidential information disclosed to them.

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Consultant** shall return to the NPC all data, information, documents, materials and other property, in relation to the contract with the NPC, which are in the possession, control and custody of the **Consultant** and which are obtained during the **Consultant**'s term, employment or contract 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:


ATTY. IVIN RONALD D.M. ALZONA
Signature over Printed Name

Signature over Printed Name

ACKNOWLEDGMENT



Republic of the Philippines)
Pasay City

CITY OF MANILA)

CITY OF MANILA

14 DEC 2022

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


| Name | ID No. | Date/Place Issued |
|--------------------------------|--|---|
| ATTY. JOHN HENRY D. NAGA | | |
| 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 three (3) 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 at the place and on the date above mentioned.

Doc. No. 261
Page No. 34
Book No. #
Series of 2022


ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
IBP NO. 178598 - 01/03/2022, PASIG
PTR NO. 0060197 - 01/03/2022 MLA
ROLL NO. 29679, TIN: 173-528-620
MCLE COMPL. NO. VII-2000-01-31/06/2019 Valid April 14, 2025
URBAN DECA HOMES, MANILA, J-2, UNIT 555, TUNDOK, MLA. (31)



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: DEC 05 2022

Atty. Aurelle Dominic E. Narag
Consultant


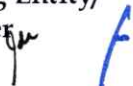


Dear Atty. Narag:

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 DEC 05 2022
Name of the authorized representative of the Bidder ATTY. AURELLE DOMINIC E. NARAG
Signature of the authorized representative 