



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 076-2022, Series of 2022

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
SURVEILLANCE AUDIT (ISO CERTIFYING BODY)**

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, the NPC strives to embody the ideals of good governance in its day-to-day operations, ensuring transparency, accountability, and efficient processes for the performance of its public functions and the provision of public services;

WHEREAS, the NPC is required to comply with Executive Order No. 605 series of 2007 or "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program, amending for the purpose Administrative Order No. 161, s. 2006" which mandates all government institutions to have a Quality Management System (QMS);

WHEREAS, Memorandum Circular No. 2019-1 issued by the Inter-Agency Task Force on the Harmonization of National Government Performance Monitoring, Information, and Reporting Systems requires the submission of ISO 9001:2015 QMS Certification to the Government Quality Management Committee as one of the conditions for the grant of Performance-Based Bonus set forth under EO No. 80, s. 2012 and EO No. 201, s. 2016;

WHEREAS, SOCOTEC Certification Philippines Inc. issued NPC's International Organization for Standard (ISO) 9001:2015 Certification on December 31, 2021;

WHEREAS, in order to assess NPC's Year 1 Implementation of its Quality Management System (QMS) after the issuance of its ISO 9001:2015 Certification, the procurement and engagement of a third-party certifying body, SOCOTEC Certification Philippines Inc. to conduct a Surveillance Audit is necessary;

WHEREAS, the mode of procurement is Direct Contracting because NPC already has an existing ISO 9001:2015 Certification issued by SOCOTEC Certification Philippines Inc. and the Surveillance Audit for this year (Year 1 of the ISO 9001:2015 implementation under said certification) needs to be conducted by the same accredited certifying body;

WHEREAS, this procurement has a Certificate of Availability of Funds (CAF) and is confirmed to be existing in the FY 2021 Continuing Appropriations, programmed under NPC CY 2021 APP with Item No. 2021-0206 and with Approved Budget for the Contract (ABC) amounting to Php 300,000.00;

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

Ref No.: BAC-22-00271

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

WHEREAS, a Request for Quotation was sent to SOCOTEC Certification Philippines, Inc.;

WHEREAS, pursuant to such request, SOCOTEC Certification Philippines, Inc. sent its quotation with a total bid price of Php 116,480.00 which is well within the ABC;

WHEREAS, upon due evaluation, the submitted quotation by SOCOTEC Certification Philippines, Inc. was determined to have passed all the technical, legal and financial requirements mandated under R.A. No. 9184;

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 for the procurement of **SURVEILLANCE AUDIT (ISO CERTIFYING BODY)** to SOCOTEC CERTIFICATION PHILIPPINES, INC. in the total amount of Php 116,480.00.

RESOLVED this 8th day of September 2022, via combination on on-site and videoconference meeting.

ATTEST:


Digitally signed by Ragsag
Jonathan Rudolph Yandan
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member



Digitally signed by Mendoza Ma
Josefina Eusebio
Date: 2022.09.12 09:36:28
+08'00'
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, LD
BAC Member


Digitally signed by
Milanes 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
Date: 2022.09.12 17:53:38
+08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

APPROVED:


ATTY. JOHN HENRY DU NAGA
Privacy Commissioner
Head of the Procuring Entity *John*
Date: SEP 20 2022

The original of this document (containing only the BAC member's signature) is in digital format
Ref No.: BAC-22-00271 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



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD


SEP 20 2022

MS. CONNIE G. PABALAN
Manager, Business Development & Client Relations
SOCOTEC Certification Philippines, Inc.
2F JD Tower Commerce Ave.,
Madriral Business Park, Ayala Alabang
Muntinlupa City, Metro Manila

Dear Ms. Pabalan,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 076-2022, Series of 2022, the contract for the procurement of Surveillance Audit (ISO Certifying Body) (APP Item No. 2021-0206), amounting to a total of One Hundred Sixteen Thousand Four Hundred Eighty Pesos (Php 116,480.00) is awarded to SOCOTEC Certification Philippines, Inc. consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity
Date: SEP 20 2022

Digitally signed by
Ma Frances
Alon De
Guzman

Conforme:


MS. CONNIE G. PABALAN
Manager, Business Development & Client Relations
SOCOTEC Certification Philippines, Inc.
2F JD Tower Commerce Ave.,
Madriral Business Park, Ayala Alabang
Muntinlupa City, Metro Manila

SEP 20 2022

**MEMORANDUM OF AGREEMENT FOR THE SURVEILLANCE AUDIT (ISO
CERTIFYING BODY)**

KNOW ALL MEN BY THESE PRESENTS:

OCT 19 2022

This AGREEMENT is made and entered into in _____, _____ City, Philippines, 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" or the "COMMISSION");

- and -

The **SOCOTEC CERTIFICATION PHILIPPINES, INC.**, a corporation existing under and by virtue of the laws of the Philippines, with office address at the **2F JD TOWER COMMERCE AVE., MADRIGAL BUSINESS PARK AYALA, ALABANG, MUNTINLUPA CITY 1770**, represented herein by its **Operations Director, GILMORE A. RIVERA**, (hereinafter referred to as "SCPI" or the "SERVICE PROVIDER");

NPC and The Service Provider be known as PARTIES.

WITNESSTH that:

WHEREAS, Executive Order No. 605 series of 2007, "Institutionalizing the Structure, Mechanisms and Standards to Implement the Government Quality Management Program, amending for the Purpose Administrative Order No. 161, s. 2006" mandates all departments and agencies of the Executive branch to adopt a Quality Management System as part of the implementation of a government-wide quality management program;

WHEREAS, to strengthen compliance to E.O. No. 605, NPC intended to procure an ISO Certifying Body to provide independent confirmation of National Privacy Commission - ISO 9001:2015 certification for the first year based on ISO 9001:2015;

WHEREAS, the NPC has resorted to Direct Contracting pursuant to Section 50 of the 2016 *Revised Implementing Rules and Regulations of Republic Act 9184 (Government Procurement Reform Act)*;

WHEREAS, Direct Contracting may be resorted to by the End-user in the procurement of goods of proprietary nature which can be obtained only from the proprietary source; when the procurement of critical components from a specific manufacturer, supplier or distributor is a condition precedent to hold a contractor to guarantee its project performance, in accordance with the provisions of his contract; or those sold by an exclusive dealer or manufacturer, which does not have sub-dealers selling at lower prices and for which no suitable substitute can be obtained at more advantageous terms to the Government;

WHEREAS, the end-user has justified to NPC -Bid and Awards Committee, which was approved by Head of the Procuring Entity, the procurement of an ISO Certifying Body through Direct Contracting;

WHEREAS, SCPI is eligible and willing to provide the services as defined and set forth in the Terms of Reference (TOR). A Copy of the Terms of Reference is hereto attached as Annex "A" and made an integral part of this Agreement.

WHEREAS, on 22 August 2022 the NPC Accountant issued Certificate of Availability of Funds (CAF) amounting Php300,000.00. A copy of the CAF is hereto attached as Annex "B" and made an integral part of this Agreement;

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC resolution No. 076-2022, series of 2022 dated 8 September 2022 and thereafter the NPC Privacy Commissioner/Head of the Procuring Entity (HoPE) issued on 20 September 2022 the Notice of Award to Service Provider;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1 - Scope of Services

The **SERVICE PROVIDER** shall provide services and outputs as specified and enumerated in the Terms of Reference, which will become an integral part if this agreement. The ISO 9001:2015 1st Surveillance Audit shall cover the NPC QMS Third Party Certification Audit:

1. Preparation of the Certification Audit Plan, as the case may be, with schedules of activities for the entire duration of the engagement, which will be submitted to the NPC's Quality Management Representative or its authorized representative.
2. Adherence to certification audit schedule/appointment and any changes or adjustments of schedules as may be agreed upon.
3. The duly authorized representative of SCPI shall submit an audit report after conducting the surveillance audit, as the case may be, on November 25, 2022, or any mutually agreed schedules.

Article 2 - Relationship Between the Parties

2.1 Coordination with the SCPI and NPC

SCPI shall coordinate fully with and report directly to NPC's Quality Management Representative or its authorized representative.

2.2 Independent Contractor

Nothing contained herein shall be construed as establishing or creating an employer-employee relationship between the **PARTIES**, it being understood that the position of SCPI and anyone else performing the SERVICES is that of an independent contractor.

Article 3 - Undertakings of the NPC

3.1 Access to the Project

NPC warrants that upon request of SCPI, it shall:

3.1.1 Assist in ensuring peaceful, secure, and safe working conditions for SCPI and its PERSONNEL.

3.1.2 Provide access to the site, upon prior notice by SCPI, to conduct certification and surveillance audits.

3.1.3 Give SCPI thirty (30) days advance notice in the event of cancellation, postponement or change in schedule, in accordance with Republic Act 9184, its Implementing Rules and Regulations and other issuances.

3.2 Data, Materials, Services, and Facilities

SCPI shall be responsible for all expenses incurred in obtaining the data, materials and services and facilities necessary to fulfill its duties under this Agreement. However, it would be the responsibility of NPC to provide access in obtaining the information relevant to the execution of the SERVICES.

3.3 Liabilities and Indemnity

3.3.1 SCPI shall defend, indemnify, and hold NPC harmless, from and against all losses, expenses, and claims for death of or personal injury to SCPI's officers, employees, servants or agents, or third parties and for damage to or loss of properties arising out of or in any way connected with the execution of the SCPI's SERVICES under this MOA.

3.3.2 SCPI shall be solely responsible for and pay all taxes on income, profit or gain imposed by any governmental or taxing authority on SCPI or any of its employees or NPC in respect of any payment made to or earned by SCPI or any of its employees pursuant to this MOA. SCPI shall defend, indemnify, and hold the NPC harmless against said tax obligations.

Article 4 - Rights, Duties and Liabilities of SCPI

4.1 Standard of Services

SCPI shall fulfill its obligations under this MOA by using its technical knowledge and according to the best-accepted professional standards.

SCPI shall exercise all reasonable skill, care, and diligence in the discharge of its duties and shall always work in the best interest of NPC. SCPI shall provide personnel with adequate qualifications and experience and of such number as may be required to fulfill the SERVICES.

Moreover, SCPI shall:

4.1.1 Provide qualified auditors to conduct audits in the name of SCPI (Note: The Audit Team may use external experts as necessary at no additional cost from the NPC);

4.1.2 Have no member of the audit team who has provided consultancy services for NPC or has been a former NPC employee within two (2) years prior to the audit;

4.1.3 Have at least one auditor of the certification Audit Team participate in all audits of the three-year audit cycle;

4.1.4 Seek written approval from the NPC prior to replacement of any Audit Team member.

4.2 SCPI shall not, without the prior written consent of NPC, in any way assign, transfer, pledge or make any disposition of this MOA or any part thereof.

4.3 Proprietary Right of the NPC to Records / Materials

4.3.1 All reports and relevant data and other supporting records or materials compiled or prepared in the course of the performance of the SERVICES shall be the absolute property of NPC and shall not be in any way used by SCPI for purposes unrelated to this MOA even after the termination or completion of the services rendered by SCPI and shall not be disclosed by the latter, his agents or personnel to any third party through any means without the prior written approval of NPC. Such documents, whether original or photocopy, shall be turned over to NPC upon completion or termination of the MOA.

4.3.2 SCPI agrees:

4.3.2.1 To keep all information, in connection with or as a result of performing the services, in strict confidentiality; and

4.3.2.2 Not to divulge or permit its employees, agents, or sub-contractors to divulge such information or any part thereof to any party other than NPC. Such confidentiality shall survive the termination of the SERVICES.

4.4 A project schedule will be agreed upon between NPC and SCPI before the start of SCPI's engagement. The project schedule will take NPC's considerations and SCPI's experience into account. Although actual implementation does usually deviate slightly from the schedule, the rate at which the project progresses is highly dependent on NPC's implementing the system.

4.5 After proper investigation, SCPI shall not be held liable for any delay in project implementation that is not directly attributable to SCPI's failure to perform its duties as outlined in the project schedule.

4.6 Either party agrees that it will not entice or induce staff from the other party during the engagement and for one (1) year after the conclusion of the engagement.

4.7 The failure of either party to perform its obligations under this agreement shall not subject such party to any liability if such failure is caused or is occasioned by an act of God, public enemy, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes, or other labor unrest, interruption due to delay in transportation, compliance with any other regulation or request of the government of competent jurisdiction or department, agency or committee thereof, or by any event or circumstance of similar character to the foregoing, or of a different character but beyond the reasonable control of the party so failing to perform.

Article 5 - Deliverables and Payments

5.1 Summary of Deliverables

The engagement is for Three (3) months which shall commence Ten (10) days from the issuance of Notice to Proceed.

Activity	Output/Deliverables	Timeline
A. Preparation of Surveillance Audit Plan	Surveillance Audit Plan	Within 10 days upon CB's receipt of the Notice to Proceed (NTP)
B. Conduct Surveillance Audits	Surveillance Audit conducted	Within Month 1 upon receipt of NTP

C. Preparation of Audit Reports	Surveillance Audit Report	Within Month 1 upon receipt of NTP
D. Evaluation of correction/corrective and preventive actions	Acceptance Report of Correction/Corrective and Preventive Actions	Within Month 2 upon receipt of NTP
E. Confirmation of ISO 9001:2015 certificate within 1 Year	Confirmation of ISO 9001:2015 certificate within Year 1	Within Year 1 after the certification

5.2 Payments

The NPC shall pay SCPI the sum of **ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED EIGHTY PESOS (PHP116,480.00) INCLUSIVE OF 12% VAT.**

5.3 Payment Terms

5.3.1 Payment shall be made upon completion of each milestone and upon submission of the required deliverables.

5.3.2 Payment shall be made upon receipt of Sales Invoice/Billing Statement/Statement of Account submitted by the SPCI.

5.3.1 Payment shall be supported by Certificate of Acceptance of Output duly accepted by the QMR or his authorized representative.

5.4 No Indirect Payments

The fee of SCPI charged to NPC shall constitute their only remuneration and neither SCPI nor its PERSONNEL shall accept any trade commission, discount or interest payments or other considerations in relation to this MOA or in relation to the discharge of their obligations hereunder.

Article 6 - Miscellaneous

6.1 Authorized Representative

Any action required or permitted to be taken and documented required or permitted to be executed under this MOA may be taken or executed (a) on behalf of **NATIONAL PRIVACY COMMISSION** by **PRIVACY COMMISSIONER ATTY. JOHN HENRY D. NAGA** and (b) on behalf of **SOCOTEC Certification Philippines, Inc.**, by **GILMORE A. RIVERA**.

6.2 Notice or Request

Any notice or request to be given or made under this MOA shall be in writing and shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, cable or telegram to the party, to which it is required to be given or made at such party's address below or at such other address as either party shall have specified in writing.

6.3 Arbitration Clause

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.

6.4 General Provisions

6.4.1 This Agreement is governed by the laws of the Republic of the Philippines, and interpretation of the provisions of this Agreement shall be under Republic Act No. 9184 and its IRR and all other pertinent laws, rules, and regulations.

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

6.4.3 The PARTIES agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents concerning this procurement are deemed an integral part of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this OCT 19 2022 day of MANILA CITY, 2022 at _____.

FOR THE
NATIONAL PRIVACY COMMISSION


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


JENSEN JOY L. BALLICUD
Accountant III

FOR
SOCOTEC CERTIFICATION PHILIPPINES, INC.


GILMORE A. RIVERA
Operations Director

SIGNED IN THE PRESENCE OF:


ATTY. MARIA THERESITA E. PATULA


CONCEPCION G. PABALAN

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
MANILA CITY

MANILA CID

Before me, A Notary Public for and in the City of _____ personally appeared the following:

NAME	ID NO.	DATE/PLACE ISSUED
ATTY. JOHN HENRY D. NAGA	[REDACTED]	[REDACTED]
GILMORE A. RIVERA	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities represented herein.

This instrument consists of xx (xx) pages including this page where the Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this OCT 19 2022, 2022 at MANILA CITY

NOTARY PUBLIC

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ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-007 / 12/31/2022 Manila
IBP NO. 17000 - 01/01/2022, PASIG
PTR NO. 220127 - 01/01/2022, ANA
ROLL NO. 10592, TRN. 472-520-020
MCLE COMPL. NO. VII-000160 5/26/2019 Valid April 14, 2025
URBAN DECA HOMES SUBANILA, D-2, UNIT 355, TONDO, MILA. 13

[Handwritten signature]
[Handwritten signature]



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on OCT 19 2022 in MANILA 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

SOCOTEC CERTIFICATION PHILIPPINES, INC.
represented by *Operations Director GILMORE A. RIVERA*,
hereinafter referred to as the "Provider".

The undersigned **Provider** hereby covenants and agrees as follows:

1. CONFIDENTIAL INFORMATION

The term "confidential information" means those personal information, sensitive personal and privileged information, and other information, knowledge or data which is gained or acquired by the **Provider** 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 **Provider**;
- c) Information that is known and possessed by the **Provider** prior to the disclosure to the **Provider** by the **NPC**, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operations of the **NPC** and other government agencies and endanger the national security or prejudice public interest; and
- d) Information that the **NPC** expressly approved to be disclosed by the **Provider**, 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 **Provider**.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

The **Provider** shall, at all times, ensure the confidentiality of any personal data that comes to the knowledge and possession of the **Provider**, 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 **Provider** shall maintain the duty of professional secrecy with regard to confidential information to which the **Provider** 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 **Provider** shall inform the recipient/s of the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

3. TURNOVER OF CONFIDENTIAL INFORMATION AND PROPERTY

The **Provider** 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 **Provider** and which are obtained during the **Provider**'s term, employment or contract within 15 calendar days upon termination of the contract. The **Provider** shall not retain copies or duplicates of the abovementioned property.

4. NOTICE OF DISCLOSURE

In the event that the **Provider** is required in any civil, criminal or administrative proceeding to disclose any confidential information, the **Provider** shall promptly give a written request to the NPC in order for the NPC to seek immediate and appropriate action. The NPC and the **Provider** shall take all possible measures to limit such disclosure and make best efforts to afford the confidential information the highest level of protection.

In the event that the **Provider** accidentally makes an unauthorized disclosure of any confidential information, the **Provider** must promptly notify the NPC and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate the potential damage.

The **Provider** shall also report and notify the NPC, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breach of this Agreement committed by other **Provider** /s of the NPC and cooperate in protecting the confidential information and imposing sanctions on the **Provider** /s responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

The **Provider** agrees that in the event of his violation of this confidentiality agreement, he shall be subject to prosecution for violation of any and all applicable penal laws, in addition to and without prejudice to any civil and/or administrative liability that may likewise arise, and for any and all damages that may be caused to the NPC and other aggrieved parties, directly or indirectly. Violation of this agreement shall likewise be understood to constitute grave misconduct on the part of the **Provider**.

The NPC shall be entitled to, in addition to all other remedies and courses of action available to it, restrain and prohibit the **Provider** from directly or indirectly continuing the commission of the act restrained by the NPC in relation to the breach of the **Provider**'s obligation to maintain confidentiality or any violation of this Agreement.

6. FAILURE TO EXERCISE RIGHTS SHALL NOT CONSTITUTE AS WAIVER

No failure or delay by the Parties in exercising any right, power or privilege hereunder shall constitute waiver or estoppel nor will any single or partial exercise preclude further exercise thereof.

7. 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:


MR. GILMORE A. RIVERA
Operations Director

Signed in the Presence of:


ATTY. MARIA THERESITA E. PATULA

Signature over Printed Name


CONYAPORN G. PATULAN

Signature over Printed Name

[Acknowledgment page follows.]

ACKNOWLEDGMENT

Republic of the Philippines)
Pasay City)

MANILA CITY

MANILA CITY

OCT 19 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		
MR. GILMORE A. RIVERA		

known to me and to me known to be the same persons who executed the foregoing instrument and the parties have acknowledged to me that the same is their free and voluntary deed.

WITNESS MY HAND AND SEAL at the place and on the date above mentioned.

Doc. No. 240
Page No. 49
Book No. 5111
Series of 2022
A

J. H. Adasa
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-087 / 12/31/2022 Manila
IDP NO. 276588 - 01/28/2022, PASIG
PTR NO. 2402187 - 01/27/2022 MIA
ROLL NO. 26670, TRN 272-520-020
MCLE COMPL. NO. VII-0000165 C/10/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MIA. 13

[Signature]

[Signature]



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 21 October 2022


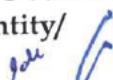
Gilmore A. Rivera
Operations Director
2F JD Tower Commerce Ave., Madrigal Business
Park Ayala Alabang, Muntinlupa City


Dear Mr. Rivera:

Notice is hereby given to **SOCOTEC CERTIFICATION PHILIPPINES, INC.** for the commencement of the procurement for the **SURVEILLANCE AUDIT (ISO CERTIFYING BODY)** 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 24 October 2022
Name of the authorized representative of the Bidder MR. GILMORE A. RIVERA
Signature of the authorized representative 

Ref No.: ADMIN-22-01103

NPC_FAO_ASD_NTP-V1.0, R0.0, 19 August 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