CONTRACT FOR THE PROCUREMENT OF INFORMATION SECURITY MANAGEMENT SYSTEM AND DATA PRIVACY TECHNICAL DOCUMENTATION (PEZA-HO-2024-03)

This Agreement made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act No. 7916, as amended, with office address at 10th Floor DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, who is duly authorized, hereinafter referred to as **"PROCURING ENTITY",**

-and-

R.G. MANABAT CO. ALSO DOING BUSINESS AS KMPG R.G. MANABAT CO. AND KPMG IN THE PHILIPPINES, a corporation duly organized and existing under Philippine laws, with office address at The KPMG Center, 6th floor, 6787 Ayala Avenue, Makati City, herein represented by its Advisory Principal**, FRITS GERALD M. ENRIQUEZ**, and hereinafter referred to as the **"CONTRACTOR".**

Collectively "the Parties"

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the CONTRACTOR submitted a Bid for certain goods and ancillary services, particularly for the **Procurement of Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03),** for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Two Million Four Hundred Seventy-Two Thousand Nine Hundred Sixty Pesos in Philippine Currency (Php 2,472,960.00) only,** inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

WHEREAS, on 01 October 2024, the Notice of Award was issued to the **CONTRACTOR**;

WHEREAS, given the nature of the services to be performed, the RECIPIENT will have access to Confidential Information belonging to PEZA, its employees and third parties;

WHEREAS, to safeguard PEZA's interests and protect the privacy of persons, both natural and juridical, whose information may be accessed, it is imperative to execute a Non-Disclosure Agreement, herein attached as "Annex A";

NOW THEREFORE, the **PROCURING ENTITY** and the **CONTRACTOR** have agreed on the following terms and conditions:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents, as required by the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) No. 9184, shall be deemed to form and be read and construed as integral parts of this Agreement, viz.:

i. Philippine Bidding Documents (PBDs);

a. Schedule of Requirements;
b. Technical Specifications/Terms of Reference;
c. General and Special Conditions of the Contract
d. Supplemental or Bid Bulletins, if any.

ii. CONTRACTOR's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the CONTRACTOR's bidding envelopes, as annexes, and all other documents submitted (e.g., CONTRACTOR's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation);

iii. Notice of Award of Contract; and the CONTRACTOR's conforme thereto; and

iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **CONTRACTOR agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this Agreement.**

3. In consideration for the sum of **Two Million Four Hundred Seventy-Two Thousand Nine Hundred Sixty Pesos in Philippine Currency (Php 2,472,960.00)**, the CONTRACTOR agrees to enter into the Contract for Procurement of Information Security Management System and Data Privacy Technical Documentation in accordance with its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the CONTRACTOR, in consideration for the supply of the Information Security Management System and Data Privacy Technical Documentation, the above-mentioned sum in accordance with the terms of the Bidding.

5. The CONTRACTOR agrees to correct any mistakes in the Information Security Management System and Data Privacy Technical Documentation, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Agreement.

6. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of this Agreement. Should such dispute be not resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.

7. The Parties hereto agree that any court action arising out of this Contract shall be filed exclusively with the proper court in the City of Pasay.

8. This Agreement shall take effect upon issuance of the Notice to Proceed and valid for three (3) years upon final acceptance of the project, unless terminated earlier by the Parties, under the conditions provided for in the bidding documents or law.

9. Any and all taxes that may arise out of the execution of this Agreement shall be for the sole account of the CONTRACTOR.

10. The Non-Disclosure Agreement between PEZA and the CONTRACTOR, hereto attached as Annex "A", is incorporated herein and made an integral part of this Contract for Procurement of Information Security Management System and Data Privacy Technical Documentation.

IN WITNESS WHEREOF, the parties hereto have signed these presents this _____ at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)	**R.G. MANABAT CO. ALSO DOING BUSINESS AS KMPG R.G. MANABAT CO. AND KPMG IN THE PHILIPPINES** (CONTRACTOR)
By:	By:
TERESO O. PANGA Director General	**FRITS GERALD M. ENRIQUEZ** Advisory Principal

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY) S.S.

BEFORE ME, this JAN 28 2025, personally appeared **TERESO O. PANGA**, with PEZA ID No. 01000239, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to Contract for Procurement of Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03) consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 146
Page No. 31
Book No. IX
Series of 2025

ATTY GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2026
IBP No. 05729-Lifetime Member
MCLE Compliance No. VII-0022734
valid until April 14, 2025
Appointment No. M-007 (2025-2026)
PTR No. 10466005 Jan. 2, 2025/Makati
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City

ACKNOWLEDGMENT

Republic of the Philippines)
PROVINCE OF BULACAN) S.S.

BEFORE ME, this 21 JAN 2025, personally appeared **FRITS GERALD M. ENRIQUEZ**, with Unified Multi-Purpose ID No. CRN-0111-2781381-0, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to Contract for Procurement of Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03) consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 257
Page No. 54
Book No. I
Series of 2025.

ATTY. JESSIE JOSUAH P. HILARIO
NOTARY PUBLIC for the Province of Bulacan
Appointment No. PNC-169-MB-2024
Valid until 31 December 2026
216 Luwasan St., Guyong, Sta. Maria, Bulacan Roll No. 84258
PTR No. STM 1210646 / 01-06-2025 / Sta. Maria, Bulacan
IBP Receipt No. 510981 / 12-18-2024 / Pasig City

Annex "A"

NON-DISCLOSURE AGREEMENT

ARTICLE I
GENERAL PROVISIONS

1. **Scope of the Agreement** - This Non-Disclosure Agreement (Agreement) governs the protection of Confidential Information made known to the CONTRACTOR by reason of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03).

1.1. Definition of Confidential Information - "Confidential Information" shall mean any and all confidential or proprietary information, including but not limited to trade secrets, financial data, customer information, business plans, research and development, know-how, and any other information designated as confidential by PEZA, whether in written, electronic, or oral form, disclosed by PEZA to the CONTRACTOR and/or made known to the CONTRACTOR by reason of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03).

1.2. Exclusions - Confidential Information does not include the following subject matter and information:

a. that which is or becomes generally known or available to the public without breach of this Agreement;

b. that which is known to the CONTRACTOR at the time of disclosure, as evidenced by written records;

c. that which is known or independently developed by the CONTRACTOR without reliance upon the PEZA's Confidential Information and can be proven as such through written records of the CONTRACTOR; or

d. that which is disclosed to the CONTRACTOR in good faith by a third party who has an independent right to such subject matter and information.

ARTICLE II
OBLIGATIONS OF THE CONTRACTOR

2. **Automatic Confidentiality of Disclosed Information** - Any and all information, as defined under Section 1.1 of this Agreement, shall be considered as Confidential Information and entitled to protection.

2.1. Obligations of the Contractor Regarding Confidential Information - The CONTRACTOR shall hold in confidence and withhold from third parties any and all Confidential Information, as defined under Section 1.1 of this Agreement, on or after the Effective Date of this Agreement, and if allowed by PEZA in writing, shall use Confidential Information only for the purpose of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03), unless PEZA agrees in writing to a change of purpose.

2.2. Permitted Disclosure - Notwithstanding the foregoing, the CONTRACTOR may disclose the applicable portion of Confidential Information that is required to be disclosed pursuant to a valid order of a court or other governmental body, provided that to the extent that it may lawfully do so, the CONTRACTOR shall

first have given notice to PEZA with reasonable opportunity to object or obtain a protective order.

2.3. Security Measures - The CONTRACTOR shall employ safeguards against the unauthorized use, publication or disclosure to a third party, and shall limit access to Confidential Information within the CONTRACTOR's organization, its employees, agents and or representatives who reasonably require such access in order to accomplish the purpose as above-stated and warrants that such third parties, employees, agents and/or representatives have previously been apprised of the obligation provided herein.

2.4. Return or Destruction of Confidential Information - Unless otherwise specified in writing, all Confidential Information made known to the CONTRACTOR by reason of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03) remains PEZA's property. Immediately upon request of PEZA or within thirty (30) days from the date of termination or expiration of this Agreement, the CONTRACTOR shall cease using the Confidential Information and shall return and/or certify the destruction of all Confidential Information received from PEZA including any tangible copies it has made, all writings, descriptions and summaries involving or based on such Confidential Information, and all copies stored in any computer memory or medium.

ARTICLE III
RIGHTS OF PEZA

3. Audits - PEZA shall have the right to audit the CONTRACTOR's compliance with this Agreement, including access to the CONTRACTOR's premises, records, and electronic systems, upon reasonable notice.

3.1. Reports – During the period of effectivity of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03) the CONTRACTOR shall provide quarterly reports on its handling of Confidential Information.

3.2. Ownership of Intellectual Property - Any intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, created, arising from or related to the Confidential Information made known to the CONTRACTOR by reason of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03) shall belong exclusively to PEZA.

ARTICLE IV
REMEDIES AND ENFORCEMENT

4. Breach of Agreement and Remedies - Any breach or violation of this Agreement shall make the CONTRACTOR liable for liquidated damages in an amount not less than Fifty Thousand Pesos in Philippine Currency (PhP50,000.00) or ten percent (10%) of the contract amount, if any, whichever is greater, without prejudice to PEZA's right to seek additional damages including but not limited to consequential damages.

4.1. Injunctive Relief – In the event of any threatened or actual breach of this agreement, PEZA shall be entitled to seek specific performance or injunctive relief, or such other equitable or legal remedies as may be available.

4.2. Notice of Breach and Cooperation - Upon discovery of an actual or attempted breach of confidentiality, the CONTRACTOR shall promptly provide written notice to PEZA, detailing:

a. the nature and extent of the breach;

b. the number and identity of affected individuals, if known; and

c. the steps taken to secure the data and preserve evidence.

Such notice shall be made as soon as reasonably practicable following the breach and without delay for investigative purposes.

The CONTRACTOR shall fully cooperate with PEZA's investigation of any breach, including granting immediate access to the CONTRACTOR's facilities to PEZA or its designated representatives for inspection and data copying purposes.

ARTICLE V
MISCELLANEOUS PROVISIONS

5. Comprehensiveness - The Parties acknowledge that this Agreement constitutes the entire understanding between them regarding the protection of Confidential Information and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

5.1. Severability - If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the terms, provisions and covenants not affected by the said declaration shall remain in full force and effect.

5.2. Waiver - No failure or delay by PEZA in exercising any right under this Agreement shall operate as a waiver thereof, and no variation shall be effective, unless in writing and signed by PEZA.

5.3. Notices - All notices under this Agreement shall be in writing and delivered to:

The Director General, Philippine Economic Zone Authority, 10th Floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, 1302.

5.4. Dispute Resolution - The Parties hereto agree that any court action arising out of this Agreement shall be filed exclusively with the proper court in the City of Pasay.

5.5. Relationship of the Parties - The Parties enter into this Agreement as independent entities and nothing herein shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties.

All employees of the CONTRACTOR who shall be assigned to perform services pursuant to the project at any established, owned and/or managed PEZA Economic Zones shall be considered employee of the CONTRACTOR only and will not be considered an agent or employee of PEZA for any purpose.

5.6. Non- Exclusivity - Nothing in this Agreement shall be construed as giving to or conferring upon the CONTRACTOR any rights to carry on its business or undertakings in or for PEZA and/or any of PEZA's stakeholders to the exclusion of third parties.

5.7. Publicity and Use of Names and Corporate Identifiers - No Party shall make use of this Agreement, or use the other Party's name or that of any of its officers, employees or staff or the other Party's corporate identifiers such as but not limited to trademarks, trade names, and logos for publicity, advertising or other commercial purposes, without the prior written approval of the other Party.

5.8. Expenses - Any charges or expenses incurred by any party in the observance and implementation of this Agreement shall be for its own account unless otherwise stated.

5.9. Duration – This Agreement shall survive the completion of the project, Information Security Management System and Data Privacy Technical Documentation (PEZA-HO-2024-03), for a period of ten (10) years.

The provisions regarding Obligations of Confidentiality, Ownership of Intellectual Property, Remedies, Indemnification, and Dispute Resolution shall remain in full force and effect until terminated in writing by PEZA or until such time as the Confidential Information subject to this Agreement ceases to be confidential.