

responsibilities, or traceable to their fault or negligence, except when such injury/damage or death arises from the overt act, fault or negligence of the **CLIENT** or its authorized representatives.

11. **Supervision and Control** – The **CONTRACTOR** hereby maintains at all times administrative and functional control and supervision over its Personnel assigned to the **CLIENT** during their term of duty. The Contractor's Personnel, upon instruction of the **CONTRACTOR** shall observe the policies, rules and regulations on discipline, conduct and proper decorum in the performance of its services with the **CLIENT**.
12. **Liability for Losses and Damages** - The **CONTRACTOR** shall only be liable for losses and damages on the properties and facilities of the **CLIENT** which may be caused through the negligence or fault of the **CONTRACTOR**'s Personnel assigned to the **CLIENT** while in the performance of their official duties. Provided that **CLIENT** informs the **CONTRACTOR** in writing of the said loss, damage, injury or death within Three (3) days from occurrence/incidence thereof.
13. **Change/Replacement of Personnel** – Should the **CLIENT** find any of the the **CONTRACTOR**'S Personnel undesirable, with unsatisfactory performance or commits acts inimical to the interest of the **CLIENT**, the **CONTRACTOR** shall, within ten (10) working days from the **CLIENT**'s written request for replacement citing therein the reason/s for such request, replace such personnel concerned with one acceptable to the **CLIENT**. All administrative acts relative to replacement or change of personnel shall be done by the **CONTRACTOR** and warrants that the latter will observe the required standard of due process and the requirement of notice whenever a termination case is filed against the employee assigned to the **CLIENT**, pursuant to Section 12 of Do 18-A, and other applicable laws.
14. **Confidentiality and Non-Disclosure** – The **CONTRACTOR** guarantees and assures the **CLIENT** that any and all data/information acquired, handled and/or which passed through the Contractor's Personnel assigned to the **CLIENT**, shall remain confidential and/or private, and shall not be disclosed or divulged to third parties, during the time that he/she is assigned to the **CLIENT** until three (3) years after the concerned Contractor's Personnel has ceased being assigned to the **CLIENT**. Both parties understand and agree that any breach of this agreement will result in irreparable harm to the disclosing party and because of the unique nature of the Confidential Information, monetary damages may not be an adequate remedy in the event of such a breach or threatened breach of this agreement. Accordingly, the party seeking remedy shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of a breach or threatened breach of this agreement in addition to all other remedies available to the party seeking remedy at law or in equity.
15. **Personal Data Protection** –
  - 15.1. The Parties of this Contract shall comply with the requirements under the Data Privacy Act of 2012, and such rules, orders, and regulations as may be issued by the National Privacy Commission (“NPC”) in relation to the processing and possession of Personal Information and/or Sensitive Personal Information (as such terms are defined in the Data Privacy Act of 2012) comprising the Data. The **CLIENT** shall assist the **CONTRACTOR** in complying with the latter's obligations in relation to the exercise of the rights of data subjects under the Data Privacy Act of 2012. “Data” means the contract files, materials and other information in physical, electronic or any other form pertaining to the Services, as communicated and provided to the **CLIENT** by the **CONTRACTOR** PSC. Data shall include All Personal Information and Sensitive Personal Information as defined in the Data Privacy Act of 2012, pertaining to the **CONTRACTOR**'S personnel