



DATA SHARING AGREEMENT

This Data Sharing Agreement is intended for individuals or corporations interested in gaining access to data that contains personally identifiable information belonging to La Consolacion College Bacolod.

1. INTENTION	
<input type="checkbox"/> Research <input type="checkbox"/> Scholarship <input type="checkbox"/> Other _____	
2. CONCERNING PARTIES	
<i>Party A's Name</i>	<i>Company Address</i> Corner Galo-Gatuslao Streets, Barangay 11 6100 Bacolod City Philippines
<i>Company/Department/Office Name</i> La Consolacion College Bacolod	<i>Telephone Number</i> (034) 434 9661 to 64 local _____
<i>Part B's Name</i>	<i>Company Address</i>
<i>Company/Department/Office Name</i>	<i>Telephone Number</i>
3. BASIS FOR SHARING	
<u><i>3.1 Purpose</i></u>	[Statement explaining why the sharing initiative is necessary, objectives and benefits you hope to achieve.] [FOR RESEARCH: Please indicate research objective/s, scope and limitations.]
<u><i>3.2 Length of Agreement</i></u> Made on: _____ Made at : _____ Effective on: _____ Effective until: _____	
<u><i>3.3 Legal Authority</i></u> La Consolacion College Bacolod is a private, Catholic, co-educational institution hereby grants to _____ is a/n _____ a limited, non-exclusive, non-transferable, and revocable license to access, copy, and use the Data.	
4. DATA TO BE SHARED	
<u><i>4.1 Personal Data</i></u> <input type="checkbox"/> Name <input type="checkbox"/> Email Address <input type="checkbox"/> Education History <input type="checkbox"/> Continuing <input type="checkbox"/> Gender <input type="checkbox"/> Contact Number <input type="checkbox"/> Elementary <input type="checkbox"/> Education <input type="checkbox"/> Address <input type="checkbox"/> Profession/ <input type="checkbox"/> Occupation School <input type="checkbox"/> Post Graduate <input type="checkbox"/> Senior High <input type="checkbox"/> Section School <input type="checkbox"/> College	

4.2 Sensitive Personal Data <input type="checkbox"/> Biographical <input type="checkbox"/> Age <input type="checkbox"/> Birthdate <input type="checkbox"/> Race	<input type="checkbox"/> Government Issued ID Numbers <input type="checkbox"/> Professional <input type="checkbox"/> Passport <input type="checkbox"/> Social Security <input type="checkbox"/> Tax <input type="checkbox"/> Driver's License	<input type="checkbox"/> Medical <input type="checkbox"/> Allergies <input type="checkbox"/> Diagnoses <input type="checkbox"/> Medication <input type="checkbox"/> Treatment <input type="checkbox"/> Laboratory Results
<input type="checkbox"/> Physiological Biometrics <i>(fingerprints, photographs and alike)</i>	<input type="checkbox"/> Ratings <i>(grades, performance and alike)</i>	<input type="checkbox"/> Financial <input type="checkbox"/> Basic Salary
<input type="checkbox"/> Behavioral Biometrics <i>(voice, signature, and alike)</i>	<input type="checkbox"/> Expertise	<input type="checkbox"/> Others: <hr/>

5. ACCESS TO DATA ***** Transfer through Social Media sites is STRICTLY not allowed.**

5.1 <i>Methods of access and transfers</i>	Electronic <input type="checkbox"/> System to System <input type="checkbox"/> Secure File Transfer <input type="checkbox"/> Portable Devices
	Postal <i>specify courier</i>
	Others

5.2 <i>Persons having Access to the Data</i> *** Staff members and researches who will have access to the data shall sign confidentiality statement.	<i>Name:</i> _____ <i>Telephone:</i> _____
	<i>Company/Department Name:</i> _____ <i>Email:</i> _____
	<i>Address:</i> _____
	<i>Name:</i> _____ <i>Telephone:</i> _____
	<i>Company/Department Name:</i> _____ <i>Email:</i> _____
	<i>Address:</i> _____
	<i>Name:</i> _____ <i>Telephone:</i> _____
	<i>Company/Department Name:</i> _____ <i>Email:</i> _____
	<i>Address:</i> _____
	<i>Name:</i> _____ <i>Telephone:</i> _____
	<i>Company/Department Name:</i> _____ <i>Email:</i> _____
	<i>Address:</i> _____

5.3 <i>Frequency of Data Exchange</i>	Data will be exchanged as needed to meet requirements as well as on an ongoing basis between both parties' staff for the entire length of the project.
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6. CONSTRAINTS ON THE USE OF DATA.

Data supplied by La Consolacion College Bacolod to or collected by on behalf of La Consolacion College Bacolod's students, prospective students, employees or alumni is the property of La Consolacion College Bacolod and shall not be shared with third parties without the written permission of La Consolacion College Bacolod.

Customer data shall not be sold or used, internally or externally, for any use purpose not directly related to the scope of work defined in this agreement without the written permission of La Consolacion College Bacolod.

7. SECURITY OF DATA

Party B shall employ best practices, both technically and procedurally, to protect La Consolacion College Bacolod's data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by La Consolacion College Bacolod.

Data handling requirements may vary depending on the classification of data shared. However, it is anticipated that most of data shared with *Party B* will involve a mix of data classes including Primary and Sensitive information. Therefore, whenever data elements are aggregated for collection, transmission, or storage, the aggregate data shall be handled using the protocols that apply to the most sensitive data element.

8. CONFIDENTIALITY

Party B shall comply with all applicable laws and regulations of the REPUBLIC ACT NO. 10173 otherwise known as the Data Privacy Act in protecting the privacy of data holders.

A. REGULATIONS COVERING CONFIDENTIALITY OF DATA

The use and disclosure of information obtained under this contract shall be subject for approval of DPO. Both parties shall maintain the confidentiality of any information which may, in any manner, identify individual subjects.

Confidentiality of all data must be ensured.

B. NON-DISCLOSURE OF DATA

Party B shall not disclose, in whole or in part, the data described in this agreement to any individual or agency not specifically authorized by this agreement.

Data shall be provided on a timely basis. Party B will document uses and users of the data and will report this information routinely back to the La Consolacion College Bacolod’s data privacy officers.

C. Party B will not disclose directly to, or use for the benefit of, any third party confidential information, knowledge or data acquired by virtue of its relationship with other party named in this Agreement, without the prior written approval of the other party. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

9. RIGHT OF INSPECTION

Party B shall provide La Consolacion College Bacolod the right to access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

10. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions upon by the parties. No other understandings, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. ASSIGNATORIES

IN WITNESS WHEREOF, the parties represents that he or she is expressly and duly authorized to execute this agreement and legally bind the party as set forth in this agreement.

<i>Company Name:</i>	<i>Company Name:</i> La Consolacion College Bacolod
<i>Party B’s Name:</i>	<i>Party A’s Name:</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Title:</i>	<i>Title:</i>
<i>Date:</i>	<i>Date:</i>

Approved as to form and legal sufficiency by: _____

This _____ day of _____ 20_____.