



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter “Agreement”) is entered into on _____
in La Consolacion College Bacolod, Philippines, by and between concerning parties:

Party A

Name :

Office Name :

Company Name : **La Consolacion College Bacolod**

Party B

Name :

Office Name :

Company Name :

The undersigned hereby covenants and agrees 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 **Party B** on the occasion of his/her contract with **Party A**, under any circumstances whether deliberate or accidentally, 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 or deliberate act of **Party A** or **Party B**;
- c) Information that is known and possessed by **Party B** prior to the disclosure to **Party B** by **Party A**, unless such information, if misused or prematurely disclosed, could adversely affect the functions and operation of **Party A** and other government agencies and endanger the national security or prejudiced public interest; and
- d) Information that **Party A** expressly approved to be disclosed by **Party B**, when used in accordance to the approved purpose of disclosure.

Notwithstanding the foregoing exceptions, any other information expressly designated by **Party A** as sensitive and privileged shall be considered confidential information, provided it is duly communicated to **Party B**.



2. OBLIGATION TO MAINTAIN CONFIDENTIALITY

Party B shall always ensure the confidentiality of any information, including personal data related to **Party A** that comes to his/her knowledge and possession, pursuant to Section 8 of Republic Act No. 10173 or the “Data Privacy Act of 2012”. **Party B** shall disclose information only to the members of **Party A** for the improvement of the program, its system and other processes. The disclosed information of **Party B** shall be treated with utmost confidentiality by **Party A**, which shall be used for the development and improvement of its programs.

Party B shall maintain the duty of professional secrecy regarding confidential information to which s/he was given access to even after the termination of the contract.

In the disclosure and dissemination of confidential information relative to **Party A** to **Party B**, **Party B** shall strive to maintain at all times the confidential nature of such information and shall take necessary steps to ensure the secrecy of the confidential information disclosed to them.

3. PROHIBITION OF REPRODUCTION OF CONFIDENTIAL INFORMATION AND PROPERTY

Party B shall return, upon the request of **Party A**, any documents, materials and other property relative to **Party A**, which may have been obtained during his/her contract with **Party A**. **Party B** shall not be allowed to reproduce copies or duplicates of any material he/she received when in contract with **Party A**.

4. NOTICE OF DISCLOSURE

In the event that **Party B** shall be required to disclose any confidential information in any civil, criminal or administrative proceeding, **Party B** shall promptly give a written request to **Party A** in order for **Party A** to seek immediate and appropriate action. **Party A** and **Party B** 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 **Party B** accidentally makes an unauthorized disclosure of any confidential information, **Party B** must promptly notify **Party A** and take all reasonable steps necessary to retrieve the improperly divulged confidential information and to mitigate potential damage.

Party B shall also report and notify **Party A**, immediately upon discovery, of any unauthorized disclosure of confidential information or any other breaches of this Agreement committed by other **Party B members** in contract with **Party A** and cooperate in protecting this confidential information and imposing sanctions on **Party B and members** responsible for the breach.

5. REMEDIES FOR VIOLATION OF AGREEMENT

Party B agrees that in the event of his violation on this confidentiality agreement, he/she 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 **Party A** and other aggrieved parties directly or indirectly. Violation of this agreement shall likewise be understood to constitute grave misconduct on the part of **Party B**.

Party A shall be entitled to, in addition to all other remedies and course of action available to it, restrain and prohibit **Party B** from directly or indirectly continuing the commission of the act restrained by **Party A** in relation to the breach of **Party B'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. TERMINATION

This Agreement will terminate upon completion of contract and/or cessation of **Party B's** obligation to maintain confidentiality as to any and all information relative to his/her contract with **Party A**. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

8. 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.

9. MISCELLANEOUS

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 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 affix their signatures on the data and in the place first above written

Signatories:

Party B (Signature over Printed Name)

Party A (Signature over Printed Name)

Noted by:

Focal Person for Data Privacy

VP for Administration & Alumni Relations