



NON-DISCLOSURE AGREEMENT

I, _____, a Filipino citizen, of legal age, after being sworn in accordance with law, hereby declare that:

1. I am an auditor/accreditor/evaluator of _____ who will be undertaking the audit/accreditation/evaluation of the Catanduanes State University (CatSU) and/or its unit(s)/college(s).
2. In the course of conducting the audit/accreditation/evaluation of CatSU and/or any of its units/colleges, I may have access to or come across confidential information in the possession of, or being maintained by, the CatSU which includes confidential information of its offices, students, personnel, research partners or collaborators or other third persons. Confidential information is information that would be reasonably understood as confidential as the same is non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial interests or standing, employability, privacy or reputation etc. such that access thereto is limited only to those with a need to know by reason of the performance of their functions whether or not the information is in writing or in a material form or has or has not been marked as confidential. It includes but is not limited to:
 - a. personal information as defined under the Philippine Data Privacy Act (DPA). It is any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual e.g. home addresses and other contact details of students, personnel or persons who have contracts with CatSU.
 - b. sensitive personal information as defined under the DPA which includes personal information
 - (1) About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations;
 - (2) About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings;
 - (3) Issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
 - (4) Specifically established by an executive order or an act of Congress to be kept classified.
 - c. *Privileged information* which refers to any and all forms of data which under the Rules of Court and other pertinent laws constitute privileged communication.



- d. proprietary information such as trade secrets, confidential research data, information the disclosure of which would prejudice intellectual property rights
 - e. confidential information pertaining to CatSU operations such as transcripts of meetings, internal reports, internal memoranda, drafts of decisions as well as other information that are exceptions to the right to freedom of information under the IRR of RA 6713.
 - f. usernames, passwords, access codes and the like
 - g. information that is confidential under other applicable laws
 - h. information obtained by the University from third parties under non-disclosure agreements or any other contract that designates third party information as confidential
3. I shall keep the above-enumerated information confidential and shall not publish or otherwise disclose such information except to the extent that it can be established by competent proof that such information:
 - a. was already known to me, other than under an obligation of confidentiality, at the time of disclosure and/or presentation;
 - b. was generally available to the public or otherwise part of the public domain at the time of its disclosure to me;
 - c. became generally available to the public or otherwise part of the public domain after its disclosure and other than through my act or omission; and
 - d. was subsequently lawfully disclosed to me by a Third party.
 2. Except as provided herein, I shall not disclose any Confidential Information to any other person or shall use any Confidential Information other than in connection with the audit/accreditation/evaluation without the prior written approval of CatSU. I agree to observe, exercise and execute extreme care in protecting the confidentiality of any Confidential and Proprietary Information from CatSU. I further agree not to make, reproduce or keep any copies of the Confidential Information unless expressly permitted in writing by CatSU. Copies means copies or reproductions of Confidential Information in any form or medium including any document, electronic file, note, extract, analysis, study, plan, picture/photo/image, screen capture, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information (or any part of it).
 3. Should I be directed by a competent court or authority to disclose the Confidential Information in connection with a legal or administrative proceeding, I agree to give CatSU prompt notice of the request. CatSU may, at its own expense, seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement. If CATSU seeks a protective order or other remedy, I shall cooperate in protecting the confidentiality of the information. In the event that such protective order or other remedy is not obtained, I shall disclose only that portion of the Confidential Information which is legally required to be disclosed.
 4. All Confidential Information delivered and/or disclosed by CatSU will be and remain as Intellectual Property of CatSU. All Confidential Information, and/or any hard copies, thereof of the disclosed confidential information will be promptly returned to CatSU without retaining a copy in my possession. All electronic documentation of the confidential information will be deleted from my file repository, including all computers, communications systems, portable data storage devices, and systems and data storage services provided by third parties, once the



audit/accreditation/evaluation is completed or when no longer absolutely necessary, or if CatSU wanted to do so.

5. I agree that my obligations pursuant to this undertaking apply to Confidential Information that I came across or had access to from the time of my engagement as auditor/accreditor/evaluator of the University commenced and that such obligations will survive such engagement with or audit/accreditation/evaluation of the University.
6. I agree that nothing contained in this Agreement shall be constructed as granting any rights in my favour, by license or otherwise, to any Confidential Information except as specified in this Agreement.
4. I acknowledge that all Confidential Information is owned and/or maintained solely by CatSU and that unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, I agree that CatSU shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach. I understand that if I fail to comply with this undertaking, such violation may be a ground for CatSU to take appropriate legal action against me. I am also aware that the DPA provides for criminal penalties (imprisonment and a fine) for unauthorized processing of personal and sensitive personal information.
7. This Agreement shall be constructed, interpreted and applied in accordance with the laws of the Republic of the Philippines, subject to the terms and conditions of this Agreement. Any violation of the provisions of this Agreement shall give cause for CatSU to proceed against me for appropriate action such as civil, criminal or administrative remedies.
8. If any provision or any portion of a provision of this Agreement is determined to be invalid or unenforceable by a competent court, the remaining provisions shall be binding upon the parties hereto and enforceable as though the invalid or unenforceable provisions or portion thereof were not contained herein.
9. This Agreement may be modified only in writing and shall be binding upon the parties hereto and upon their successors, but shall not otherwise be assignable.
10. A waiver by the CatSU of any provision or portion thereof in any one instance shall not be deemed or construed to be a waiver of such provision or portion thereof for any similar, subsequent instance.

IN WITNESS WHEREOF, I have affixed my signature to this Agreement this _____ day of _____ at _____, Philippines.

Signature Over Printed Name

WITNESSED BY:

