**NON-DISCLOSURE AGREEMENT**

**AND**

**UNDERTAKING**

This **Non-Disclosure Agreement and Undertaking** (the “Agreement”) is made effective as of [month] [date], [year] by and between:

**Cebu Technological University- Library**, with a principal place of business at **Lamacan, Argao, Cebu.**

and

[firstname] [lastname] , a resident of [address] .

**WHEREAS**, The Host Training Establishment is engaged in business/trade that makes it suitable as a training partner and agrees to accept the student/s as trainees, not as an employee, in its various facilities in support of the on-the-job training/practicum training program;

**WHEREAS**, The Host Training Establishment desires to disclose certain confidential and proprietary information (the “Confidential Information”) to the student-Trainee for the purpose of [insert purpose]; and

**WHEREAS**, The Student-Trainee desires to receive such Confidential Information and agrees to maintain its confidentiality in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Confidential Information.** “Confidential Information” shall mean any and all non-public information disclosed by the Host Training Establishment to the Student-Trainee, whether in writing, orally, or by any other means, that is designated as confidential or that should reasonably be understood to be confidential based on the nature of the information and the circumstances of disclosure.

**Use and Disclosure.** Student-Trainee shall use the Confidential Information solely for the purpose of personal learning and gaining practical experience and shall not disclose the Confidential Information to any third party without the prior written consent of the Host Training Establishment. The student-Trainee shall take all reasonable measures to protect the confidentiality of the Confidential Information, including, but not limited to, not disclosing such information to any of its employees or contractors who do not need to know such information.

**Term.** This Agreement shall remain in effect for a period of [period\_months] from the Effective Date.

**Return of Confidential Information.** Upon the termination of this Agreement or at any time upon the request of the Host Training Establishment, the Student-Trainee shall promptly return to the Host Training Establishment all Confidential Information received from the Host Training Establishment, including all copies thereof.

**No License.** Nothing contained in this Agreement shall be construed as granting any rights to Student-Trainee, by license or otherwise, to any Confidential Information disclosed by Host Training Establishment.

**Remedies.** The student-Trainee acknowledges that the Confidential Information is of great value to the Host Training Establishment and that any breach of this Agreement may result in irreparable harm to the Host Training Establishment. In the event of any breach of this Agreement, the Host Training Establishment shall be entitled to seek injunctive relief and all other available remedies under Philippine law.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without giving effect to any choice of law or conflict of law provision or rule.

**Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, and agreement between the parties.

**UNDERTAKING.** In addition to the non-disclosure obligations set forth above, the student-trainee undertake that:

1. If they are found guilty, they will be held personally responsible for any damage to property or injury to third parties that may result from their intentional or negligent acts during the course of their training: and

2. The student-trainees shall abide by the rules and regulations of the Host Training Establishment and comply with those imposed for the program;

**IN WITNESS WHEREOF,** the parties here to have signed this presents on this day of

[month] [day], [year].

**FIRST PARTY:**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOEME S. DORIO**

College Labrarian I

**SECOND PARTY:**

**CEBU TECHNOLOGICAL UNIVERSITY**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DR. JOSEPH C. PEPITO**

University President