**Data Privacy and Non-Disclosure Agreement**

This Data Privacy and Non-Disclosure Agreement (the "Agreement") is entered into on <Date> by and between:

City Government of Tagbilaran

Address: JA Clarin St. corner Calceta St., Cogon District, Tagbilaran City, Bohol, Philippines

(Hereinafter referred to as the "Agency")

AND

<Employee Name>

Address: <Address>

(Hereinafter referred to as the "Employee")

1. Purpose

The Employee acknowledges that in the course of their employment, they will have access to confidential and sensitive information stored within the Agency's Human Resource Information System (HRIS). The purpose of this Agreement is to ensure the protection of such information in compliance with the Data Privacy Act of 2012 of the Philippines.

1. Definitions
   1. Confidential Information: Any information related to the Agency’s employees, including but not limited to personal identification details, employment history, salary information, health records, and performance evaluations.
   2. HRIS: The Human Resource Information System used by the Agency to manage employee data.
   3. Data Privacy Act: The Data Privacy Act of 2012 (Republic Act No. 10173) and its implementing rules and regulations.
2. Confidentiality Obligations

The Employee agrees to:

* 1. Not disclose any Confidential Information to any third party without the prior written consent of the Agency.
  2. Use the Confidential Information solely for the purpose of performing their duties as an employee of the Agency.
  3. Take extraordinary steps and diligence to protect the confidentiality and integrity of the Confidential Information.

1. Data Privacy Compliance

The Employee shall:

* 1. Comply with all provisions of the Data Privacy Act of 2012 and its implementing rules and regulations.
  2. Ensure that any data accessed, processed, or stored is done so in a manner that ensures its security and confidentiality.
  3. Process personal data lawfully, fairly, and in a transparent manner.
  4. Collect personal data only for specified, explicit, and legitimate purposes.
  5. Ensure that personal data is adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.
  6. Maintain accurate and up-to-date personal data.
  7. Store personal data only for as long as necessary for the purposes for which it is processed.
  8. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
  9. Report any data breaches or potential data breaches to the Agency immediately and cooperate with any investigations.

1. Data Subject Rights

The Employee acknowledges that individuals have the following rights regarding their personal data:

* 1. Right to be informed
  2. Right to access
  3. Right to rectification
  4. Right to erasure or blocking
  5. Right to object
  6. Right to data portability
  7. Right to file a complaint
  8. Right to damages

The Employee agrees to assist the Agency in responding to any requests from data subjects exercising their rights under the Data Privacy Act of 2012.

1. Sanctions and Penalties

The Employee acknowledges that violations of the Data Privacy Act of 2012 and this Agreement may result in disciplinary action, up to and including termination of employment. In addition, the Employee may be subject to the following penalties under the Data Privacy Act of 2012:

* 1. Imprisonment ranging from six (6) months to seven (7) years.
  2. Fines ranging from Five hundred thousand pesos (PHP 500,000) to Two million pesos (PHP 2,000,000), depending on the nature and extent of the violation.
  3. Any other penalties as prescribed by applicable laws and regulations.

1. Return of Materials

Upon termination of employment, the Employee agrees to return all materials containing Confidential Information to the Agency and will not retain any copies thereof.

1. Term

This Agreement shall remain in effect for the duration of the Employee's employment with the Agency.

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

1. Remedies

The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Agency, and that the Agency shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

1. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<Employee Name> <Agency’s Authorized Representative>

<Position> <Position>