



# University of the Cordilleras

## Knowledge and Technology Transfer Office

UC Innovation and Nurturing Space (UCIANS)  
UC Legarda Campus Basement 1, Legarda Road, 2600 Baguio City  
uctkto@uc-bcf.edu.ph | (074) 442 - 3361 loc. no. 361

### NON-DISCLOSURE AGREEMENT (NDA)

**I. The PARTIES.** This Mutual Non-Disclosure Agreement, herewith referred to as the "Agreement" effective as of \_\_\_\_\_ 20\_\_\_\_, hereinafter referred to as the "Effective Date", is by and between:

**PARTY A** described as the entity known as **University of the Cordilleras Knowledge and Technology Transfer Office (UC-KTTO)**

**AND**

**PARTY B** described as the individual(s) known as **Intellectual Property Creator(s) and/or Representative(s)** as disclosed in the accomplished ☐ [Invention Disclosure Form \(IDF\)](#) ☐ [Copyright Disclosure Form \(CDF\)](#) ☐ [Trademark Request Form \(TRF\)](#) entitled:

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**II. Confidential Information.** In this Agreement, the term "Confidential Information: shall be proprietary information in reference to Intellectual Property herewith referred to as "IP" by PARTY A and PARTY B.

**III. Non-Disclosure.** The Parties agree that while the IP has not been published by the IPO-PHL and/nor registered by the National Library, they shall have the obligation to:

- (a) hold the Confidential Information in the strictest confidence;
- (b) not use the Confidential Information for any personal gain or detrimentally to the other Party;
- (c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against disclosure;
- (d) not disclose the fact that the Confidential Information has been made available or that discussion and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect in the transactions; and
- (e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.

**IV. Exceptions to Confidential Information.** The Parties shall not be restricted from disclosing or using Confidential Information that:

- (a) is provided by either Party A or Party B as part of the requirements to the process of filing for IP registration and protection to the Intellectual Property Office of the Philippines (IPO-PHL) and/or Copyright registration and protection to the National Library of the Philippines;



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- (b) is provided by either Party A or Party B in response to a valid order by a court or other governmental body, as otherwise requires by law;
- (c) was freely available in the public domain at the time it was communicated between the Parties;
- (d) subsequently, came to the public domain through the Publishing stage of the IP registration and protection process; or
- (e) is provided by Party A for purposes of external agency funding, office reports, documentation for accreditation and certifications by signed authorization of an officer or representative of Party A.

**V. Use or Disclosure of Confidential Information.** The Parties shall only use the Confidential Information for purposes of the IP filing and registration process. Party A and Party B shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property and may not be disclosed to others or used for their own purpose.

**VI. Notice of Disclosure.** In the event that any of the Parties receive a request or is required (by deposition, interrogatory, and requests for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to:

- (a) promptly notify the other Party of the existence, terms and circumstances surrounding such request or requirement;
- (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement; and
- (c) assist the other Party in seeking protective order or other appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

**VII. Term.** This Agreement, with respect to Confidential Information will remain in effect for until the IP has been duly published by IPO-PHL and/or duly registered by National Library.

**VIII. Covenants.** The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the IP.

**IX. Enforcement.** The Parties acknowledge and agree that due to the special and sensitive nature of the Confidential Information, any breach of this Agreement that would cause delay or failure of the IP registration process to which damages or equitable relief may be sought.

**X. Authority.** This Agreement may not be modified or discharge, in whole or part, except by consent in writing signed by the Parties.



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**XI. Assignment.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_ in Baguio City, Philippines.

### PARTY A:

### PARTY B:

\_\_\_\_\_  
**Dr. Ariel Nimo B. Pumecha**  
VP for Academics and Research

\_\_\_\_\_  
**Name**  
IP Creator/s Representative

### Signed in the Presence of:

\_\_\_\_\_  
**Dr. Thelma D. Palaoag**  
ITSO Officer

\_\_\_\_\_  
**Name**  
Inventor/Author/Creator

\_\_\_\_\_  
**Vanessa Kate C. Aniceto**  
Tech Transfer Associate

\_\_\_\_\_  
**Name**  
Inventor/Author/Creator

\_\_\_\_\_  
**Zyra Yell A. Fagyan**  
Tech Transfer Associate

\_\_\_\_\_  
Jimmy P. Semetara Jr.  
**Tech Transfer Associate**