



NON-DISCLOSURE AGREEMENT

Electronic Local Government Unit -
Business Permits and Licensing System (eLGU-BPLS)

This Non-Disclosure Agreement (hereinafter referred to as “NDA”) is executed this **January 05, 2026** by, **Marc Ivan D. Guillermo, Information System Analyst I** of Department of Information and Communications Technology – Regional Office 2, with address at #2 Bagay Road, San Gabriel, Tuguegarao City 3500 Cagayan, Philippines for the purpose of preventing the unauthorized disclosure of Confidential Information relating to the Electronic Local Government Unit - Business Permits and Licensing System (eLGU-BPLS), (hereinafter referred to as the “Project”) of the Department of Information and Communications Technology (hereinafter referred to as “DICT”) and as defined below.

By executing this NDA, the aforementioned individual is hereby constituted as the Receiving Party, whose main obligation are to treat all Confidential Information received with utmost confidentiality and to prevent any unauthorized disclosure thereof.

The obligation of the confidentiality and restricted use shall survive the Receiving Party’s employment/engagement with the DICT, and will remain in full force and effect without any limitation as to time.

For purposes of this NDA, “Confidential Information” shall include all information, data, and related documentation, in whatever form provided, recorded, or unrecorded, relating to the Project or in connection with the implementation, development, and operation thereof. Confidential Information shall not include the following:

- a) Information that has been published in the public domain without breach of this NDA or breach of a similar agreement by a third party;
- b) Prior to disclosure hereunder, information that is properly within the legitimate possession of the Receiving Party, which can be proven or verified by independent and substantial evidence;
- c) Subsequent to disclosure hereunder, information that is lawfully received from a third-party having rights therein without restriction on the third party’s or the Receiving Party’s right to disseminate the information and without notice of any restriction against its further disclosure;
- d) Information that is disclosed with the written approval of the other party or after the applicable period of confidentiality.
- e) Information that is disclosed with the written approval of the party or after the applicable period of confidentiality.

Notwithstanding the foregoing, in case of doubt as to whether the particular information is confidential, the Receiving Party shall treat such information received in connection with the Project as Confidential Information and subject to the confidentiality required under this NDA, Republic Act (R.A.) No. 10173, also known as the “Data Privacy Act of 2012”, its implementing rules and regulations (IRR), and the relevant issuance of National Privacy Commission (hereinafter referred to as “NPC” and the DICT, relating to the protection, handling, and transfer and/or sharing of personal data between and among the participating agencies.

As Receiving Party, the latter undertakes to:

- a) Use Confidential Information solely for the implementation, development, and operation of the Project, or the purpose for which it was furnished;
- b) Treat Confidential Information with utmost confidence and protection;
- c) Hold the Confidential Information (regardless of whether it is specifically marked as confidential or not with confidentiality, protect it adequately and retain it in a secure place with access limited only to the authorized individuals who need access to such information for purpose of implementing, developing, or operating the Project;
- d) Restrict disclosure of the Confidential Information solely to authorized individuals mentioned in the immediately preceding item;
- e) Advise authorized individuals regarding compliance with their obligations under this NDA, with respect to the Confidential Information;
- f) Implement and enforce reasonable security measure to comply with the obligations under this NDA or as may be further specified by the DICT;
- g) Not reproduce or otherwise duplicate the Confidential Information, except with the prior written notice to and consent from the duly authorized DICT official;

- h) Not use the Confidential Information for his/her own benefit, commercial or otherwise, or that of any other person directly or indirectly in any manner whatsoever;
- i) To immediately return to the DICT any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to and/or related to Confidential Information upon the DICT's request; and
- j) To only use the Confidential Information strictly for the purpose set forth herein, except as may otherwise be specifically agreed upon writing.

All Confidential Information, unless otherwise specified in writing, shall remain the sole and exclusive property of the DICT and shall be used by Receiving Party only for the purpose intended, except as may be required otherwise by applicable laws.

Upon expiration of the Receiving Party's need to access the Confidential Information or upon request of the DICT, said Confidential Information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the DICT or destroyed. Upon destruction, the Receiving Party shall provide the DICT with a sworn certification that the same has been destroyed.

Further, at any time the Receiving Party ceases to have an active interest and/or participation in the Project, the Receiving Party shall immediately surrender to the DICT all Confidential Information in its possession, including any copies and/or excerpts thereof.

The DICT makes no representation or warranty as to the completeness of the Confidential Information. Further, the DICT and its official employees, and personnel shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any part of the Confidential Information, except as otherwise provided for in written agreement duly signed by the parties.

If any one or more of the provisions contained in this Agreement shall be declared as illegal, invalid unenforceable by an agency or court of competent jurisdiction, the remaining provisions contained herein shall not in any way be affected or impaired.

This NDA embodies the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing, duly signed by both Parties herein.

The failure to exercise any right provided under NDA shall not be constructed as a waiver of prior or subsequent right.

Executed By:

MARC IVAN D. GUILLERMO
Information System Analyst I

Endorsed by:

ENGR. PINKY T. JIMENEZ
Regional Director, Region II