

Non-Disclosure Agreement Form

EFFECTIVE DATE: May 30, 2025

This Agreement sets forth the terms and conditions under which confidential, proprietary and other private information shall be disclosed between the College of Computer Studies- Camarines Sur Polytechnic Colleges and JOSEPH JESSIE S. OÑATE, MSc hereinafter referred to as “Expert.”

By signing below, the parties acknowledge and accept the terms and conditions herein.

1. The Expert authorized to disclose and receive the confidential information is:

JOSEPH JESSIE S. OÑATE, MSc - Panel Chair

On behalf of the College of Computer Studies- Camarines Sur Polytechnic Colleges:

ROSEL O ONESA, MIT - Dean

2. The confidential information disclosed under this Agreement is described as:

Contents of the TCP by:

James M. Balane, Maybelle R. Agonos, Feann Faith J. Digay

which is entitled:

CSPC CHRE Management System

3. The confidential information shall be used by the Expert only for the purpose of examination of TCP as part of the requirements of the Bachelor Program in which the student named above is enrolled.
4. This Agreement controls only confidential information, which is disclosed between the effective date and one year following the date of the TCP submission.
5. The obligations imposed upon an Expert hereunder shall apply only to information which at the time of disclosure is:
 - a. marked as confidential if such information is disclosed in a physical form as the content of the TCP named above, and the oral defense, if any, of this same TCP, or
 - b. if disclosed in some other form or manner is identified as confidential, and which identification is subsequently confirmed in a written notice delivered to the Expert specified in item 1 within thirty (30) days of disclosure.
6. The Expert agrees to take all action reasonably necessary to protect the confidentiality of the confidential information, including without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the confidential information. Without limiting the foregoing, the Expert agrees to utilize the same degree of care, to avoid unauthorized disclosure or use of the confidential information of the discloser that the Expert would normally use with respect to its own confidential information.
7. The obligations imposed upon an Expert hereunder do not apply to information:
 - a. which is or becomes publicly available without breach of this Agreement;
 - b. which is already known to the Recipient prior to its disclosure hereunder;
 - c. which is independently developed by the Expert.
8. The parties acknowledge that any technology, product, or other intellectual property identified as confidential information and provided hereunder is provided on an “as is” basis without warranty of any kind whether express or implied and that the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. In particular, the Expert shall not be liable for any direct, indirect, special, or consequential damages in

connection with or arising out of the performance or use of any portion of the confidential information.

9. Nothing in this Agreement shall be construed to preclude the Expert from using, marketing, licensing, and/or selling any independently developed technology, product or other intellectual property that is similar or related to the confidential information disclosed hereunder.
10. Neither Party:
 - a. acquires any intellectual property rights under this Agreement except the limited right to use the confidential information as specified in Paragraph 3;
 - b. has an obligation hereunder to purchase or otherwise acquire any service or item from the other;
 - c. has an obligation hereunder to commercially release any products or services using or incorporating the confidential information.
11. Upon the Camarines Sur Polytechnic Colleges written request, the Expert shall immediately return any Confidential Information and the physical media on which it was received or destroy all copies of the Confidential Information and certify in writing to the Camarines Sur Polytechnic Colleges that it has destroyed all copies made of the Confidential Information. Such certification shall be delivered within five (5) days of the Camarines Sur Polytechnic Colleges' request.
12. All modifications or amendments to this Agreement must be in writing and must be signed by both parties.
13. The parties are independent contractors, and this Agreement does not establish any relationship of agency, partnership or joint venture.
14. This Agreement shall be governed by the laws of the Nabua, Camarines Sur and the laws of the Philippines therein.

ACCEPTED BY:

**CAMARINES SUR POLYTECHNIC
COLLEGES**

JOSEPH JESSIE S. OÑATE, MSc

Expert

ROSEL O. ONESA, MIT

CSPC Representative

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