

Thesis/Dissertation Confidentiality Non-Disclosure Agreement

EFFECTIVE DATE: _____
(thesis submission date)

This Agreement sets forth the terms and conditions under which confidential, proprietary, and other private information shall be disclosed between the Polytechnic University of the Philippines and _____ hereinafter referred to as "Evaluator/Examiner."

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

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

Name and Title

On behalf of the Polytechnic University of the Philippines:

Name and Title

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

Contents of the Thesis/Dissertation by:

which is entitled:

3. The confidential information shall be used by the Evaluator/Examiner only for the purpose of examination of thesis/dissertation as part of the requirements of the Graduate Program in which the student named above is enrolled
4. This Agreement controls confidential information particularly, part, or entirety of the research manuscript, confidential research data, and personal information as defined under R.A. 10173 or the Data Privacy Act of the Philippines. It is any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, e.g., home addresses and other contact details of students as usually stipulated in his/her

Curriculum Vitae as part of the appendices, personnel or persons who have contracts with the Polytechnic University of the Philippines.

5. The obligations imposed upon an Evaluator/Examiner 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 thesis/dissertation named above, and the oral defense, if any, of this same thesis/dissertation, 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 Evaluator/Examiner specified in Item 1 within thirty (30) days of disclosure.
6. The Evaluator/Examiner 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 Examiner agrees to utilize the same degree of care, to avoid unauthorized disclosure or use of the confidential information of the discloser.
7. The obligations imposed upon an Evaluator/Examiner 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 Examiner.
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 Examiner 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 interpreted to prohibit the Evaluator/Examiner 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;
 - (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. The Evaluator/Examiner shall immediately return any Confidential Information and the physical media on which it was received or destroy/delete all copies of the Confidential Information and certify in writing to the Polytechnic University of the Philippines that it has destroyed/deleted all copies made of the Confidential Information. Such certification shall be delivered within ten (10) after the submission of the approved revised copy of the thesis/dissertation manuscript.
12. All modifications or amendments to this Agreement must be in writing and must be signed by both parties.
13. I agree that my obligations pursuant to this undertaking apply to Confidential Information that I came across or had access to from the time my employment or engagement with the University commenced and that such obligations will survive the tenure of my employment/engagement with the University.
14. I agree that in the event I previously executed a confidentiality or non-disclosure agreement or undertaking in favor of Polytechnic University of the Philippines that the obligations contained in this undertaking are in addition to those contained in such prior agreement or undertaking; and
15. I understand that if I fail to comply with this undertaking, such violation may be a ground for the Polytechnic University of the Philippines to take appropriate disciplinary and/or legal action against me. I am also aware that the DPA provides for criminal penalties (imprisonment and a fine) for unauthorized processing of personal and sensitive personal information.
14. This Agreement shall be governed by the laws of the Republic of the Philippines

IN WITNESS WHEREOF, I have affixed my signature to this Agreement this _____ at Manila, Philippines.

Evaluator/Examiner:

Polytechnic University of the Philippines:

Name of Thesis Examiner [*Please print*]

Name and Title of University Representative

Authorized Signature

Authorized Signature

Date: _____

Date: _____