CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** entered into, by and between:

|  |
| --- |
| The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY Regional Office VIII (NRO VIII)**, herein represented by its **MEYLENE C. ROSALES**, Regional Director, with office address at Government Center, Palo, Leyte (“DISCLOSING PARTY”)  -AND-  **Robert J. Balanday, BSBA Business Economics** Student and Intern from University of Eastern Philippines, with permanent address at Brgy. 1, Pambujan, N. Samar (“RECEIVING PARTY”), collectively referred to as the “Parties”. |

**WHEREAS,** the NRO VIII and University of Eastern Philippines entered into Memorandum of Agreement for the internship of University of Eastern Philippines’s BSBA Business Economics students for 600 hours starting January to April;

**WHEREAS,** personal data is considered privileged information under the Data Privacy Act of 2012, its IRR, NEDA Data Privacy Guidelines and/or its equivalent issuance.

**WHEREAS,** the RECEIVING PARTY is an Intern from University of Eastern Philippines assigned at the Project Monitoring and Evaluation Division (PMED);

**WHEREAS,** the RECEIVING PARTY, pursuant to the performance of her function as NRO VIII Intern, has received personal and confidential data/information, and processed the same;

**WHEREAS,** the DISCLOSING PARTY has disclosed or may disclose information relating to the functions of her position, under the following terms and conditions:

**OPERATIVE PROVISIONS**

1. In consideration of the disclosure of privileged information by the **DISCLOSING PARTY**, the **RECEIVING PARTY** hereby agrees:
2. To hold the privileged information in strict confidence and to take all reasonable precautions to protect such privileged information (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its own confidential materials),
3. Not to disclose any privileged information or any information derived therefrom to any third person,
4. Not to make any use whatsoever at any time of such privileged information, except for the purpose authorized under the NEDA Data Privacy Guidelines or its equivalent issuance,
5. Not to copy any such privileged information.

The RECEIVING PARTY shall ensure any information disclosed by the DISCLOSING PARTY in accordance with this Agreement shall be maintained in secrecy and confidentiality and will use all reasonable diligence to prevent disclosure, except to its Supervisors and other employees, whose processing of personal data likewise forms part of their functions and responsibilities with the NEDA.

1. The **RECEIVING PARTY** understands that nothing herein requires:
2. Disclosure of any privileged information, or;
3. **DISCLOSING PARTY** to proceed with any transaction or relationship.
4. The **DISCLOSING PARTY** agrees that the foregoing shall have no obligation of confidentiality and non-disclosure with respect to any information that:
5. Is in the public domain at the time of its receipt from the **DISCLOSING PARTY**, after disclosure;
6. Becomes generally available to the public through no fault attributable to the RECEIVING PARTY;
7. Already in the possession prior to its receipt from **DISCLOSING PARTY** as evidenced by written proof thereof, or is generated by **DISCLOSING PARTY**, or by their employees who have not had access to or knowledge of the information disclosed hereunder;
8. Properly obtained from a Third Party with a valid right to disclose such information; or
9. Upon consent of the data subject.
10. Immediately upon termination of internship wherein the **RECEIVING PARTY’s** main function is no longer related to the processing of personal/confidential data/information, the **RECEIVING PARTY** shall return to the **DISCLOSING PARTY** all privileged information, including all documents and/or media which contains such privileged information. Any and all copies or extracts thereof, save for any privileged information which is in a form incapable of return or has been copied or transcribed into another document shall be destroyed or erased, as appropriate, subject to the rules of the National Archives of the Philippines.

1. This Agreement shall be in effect for the duration of the internship of the **RECEIVING PARTY** with the **DISCLOSING PARTY**, unless the **RECEIVING PARTY** undertakes a personnel action that no longer requires her to process personal data. The **RECEIVING PARTY** shall still be liable under the Data Privacy Act if after the termination of this agreement/internship with the NEDA, she disclosed personal information obtained during her internship with the NEDA.
2. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected.
3. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
4. This Agreement shall not be modified, cancelled, or superseded except by and through a prior written agreement, signed by both parties.
5. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter thereof, any and all written or oral agreements, proposals or understandings heretofore existing between the Parties pertaining to the subject matter of this Agreement are expressly cancelled and superseded by this Agreement.
6. This Agreement shall be governed by the laws of the Republic of the Philippines.
7. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Tacloban City.
8. In case of a court suit, the venue shall be the courts of competent jurisdiction in Tacloban City, to the exclusion of all other courts.

|  |  |
| --- | --- |
| DISCLOSING PARTY: | RECEIVING PARTY: |
|  |  |
| **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY** |  |
| **MEYLENE C. ROSALES**  Regional Director | **ROBERT J. BALANDAY**  BSBA Business Economics Student and Intern |
|  |  |

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )

) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared.

|  |  |  |
| --- | --- | --- |
| **NAME** | **VALID GOVERNMENT – ISSUED ID** | **DATE AND PLACE OF ISSUE** |
| MEYLENE C. ROSALES |  |  |
| **ROBERT J. BALANDAY** | SCHOOL ID | University Of Eastern Philippines |

who acknowledged to me that they executed the foregoing Confidentiality and Non-Disclosure Agreement, consisting of three (3) pages including the page on which this acknowledgment is written, on which they voluntarily affixed their signatures and that the said Agreement is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Notary Public

Doc. No.\_\_\_\_ ;

Page No.\_\_\_\_;

Book No.\_\_\_\_;

Series of\_\_\_\_.