**DATA SHARING AGREEMENT**

between

The **SOCIETY OF GYNECOLOGIC ONCOLOGISTS OF THE PHILIPPINES FOUNDATION, INC. (SGOP)**, a non-stock, non-profit association of professionals, duly existing under the laws of the Philippines, with office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented herein by its President, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **SGOP**;

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a corporation duly existing under the laws of the Philippines, with office address at \_\_\_\_\_\_\_\_\_\_\_\_\_, represented herein by the President, **\_\_\_\_\_\_,** hereinafter referred to as the **\_\_\_\_**.

***This Data Sharing Agreement is intended for individuals interested in gaining access to existing data that contains personally identifiable information belonging to SGOP.***

This Data Sharing Agreement is entered into by and between SGOP and \_\_\_ to establish the content, use, and protection of the \_\_\_\_\_\_\_\_\_for the purpose of \_\_\_\_\_

# Section 1. Period of Agreement

The period of this Agreement shall be in effect from until , or until terminated in writing by either organization.

# Section 2. Intended Use of Data

# The personal information of the data subjects processed and collected by SGOP in accordance with its Data Privacy Policy will be shared to \_\_\_\_ in accordance with the MOA entered into between the parties, which primarily aims to provide \_\_\_\_\_\_.

# Section 3. Constraints on Use of Data

Data supplied by SGOP to or collected by on behalf of SGOP shall be shared only with the \_\_\_\_\_\_\_and not to other third parties without the written permission of SGOP.

Personal information data shall not be sold or used, internally or externally, for any purpose not directly related to the areas of cooperation defined in this agreement without the written permission of SGOP.

# Section 4. Data Security

\_\_\_\_\_ shall employ industry best practices, both technically and procedurally, to protect SGOP data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by SGOP.

# Section 5. Personnel Security

* 1. **Access to Data**

\_\_\_\_\_\_\_\_ shall limit access to the data to those staff members with a well-defined business need.

# Security Training

\_\_\_\_\_\_ shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting Sensitive and Confidential data.

# Criminal Background Checks

\_\_\_\_\_\_\_ shall certify that all staff members with access to confidential information have been subjected to a bone fide criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by SGOP.

# Prohibition on Mobile Devices and Removable Media

\_\_\_\_\_ shall have a written policy prohibiting the transfer or storage of unencrypted student personal information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be strictly enforced.

# Section 6. Compliance with Applicable Laws and Regulations

Both parties shall comply with all applicable laws and regulations of the Philippines protecting the data privacy right of citizens, particularly the Data Privacy Act of 2012.

# Section 7. Indemnification

\_\_\_\_\_\_\_ shall defend, indemnify, release, and hold SGOP harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of the person.

# Section 8. Amendments and Alterations to this Agreement

SGOP and \_\_\_\_\_ may amend this Agreement by mutual consent, in writing, at any time.

# Section 9. Termination of Services

In the event SGOP or \_\_\_ terminate this Agreement, or \_\_\_\_ ceases operation,\_\_\_ shall return to SGOP all data collected in the course of providing the research project. \_\_\_\_\_\_ shall certify in writing within five business days that all copies of the data stored on \_\_\_\_’s servers, backup servers, backup media, or other media including paper copies have been permanently erased or destroyed.

By the signatures of their duly authorized representative below, SGOP and \_\_\_\_, intending to be legally bound, agree to all of the provisions of this Data Sharing Agreement.

**FOR SGOP:**

Name:

Address:

Telephone:

Email address:

Signature:

Date:

**FOR \_\_\_\_:**

Name:

Address:

Telephone:

Email address:

Signature:

Date: