**NON-DISCLOSURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENT:**

This Agreement (Agreement), made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2021 in \_\_\_\_\_ City, Philippines, by and between the following parties, to wit:

**SOCIETY OF GYNECOLOGIC ONCOLOGISTS OF THE PHILIPPINES FOUNDATION, INC. (SGOP),** an association of professionals duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at \_\_\_\_\_\_\_\_\_\_\_\_\_, represented herein by its President, **\_\_\_\_\_\_\_\_**, hereinafter referred to as the FIRST PARTY;

- and -

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, of legal age, Filipino, married, with postal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the SECOND PARTY.

1. **DEFINITION OF CONFIDENTIAL INFORMATION**

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of the FIRST PARTY to the SECOND PARTY shall be protected hereunder against unrestricted disclosure or competitive use by the SECOND PARTY and shall be deemed to be “Confidential Information”.

For avoidance of doubt, the term **“*Confidential Information*”** shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to, written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential, such as, but not limited to the personal and sensitive personal information of the members of the FIRST PARTY, its forms and list of invited applicants, etc.

**Confidential information** shall include, but shall not be limited to processes and/or procedures, information in relation to such processes and/or procedure, financial situation and corporate plans, internal activities and discussion in relation to the FIRST PARTY’s affairs, and all technical information in relation to the FIRST PARTY, data, ideas, strategies, details of the examinee and examiner, or any other matter in which the FIRST PARTY may have any interest whatsoever.

1. **EXCEPTION TO THE NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Confidential information may be disclosed by the SECOND PARTY only to the person to whom the FIRST PARTY designates so to receive such information.

1. **SCOPE OF USE**

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the exam shall not be used except in the manner set forth in this Agreement or in accordance with the policies and guidelines of the FIRST PARTY.

1. **CONFIDENTIALITY**

4.1 During the term of this Agreement and for a period of one year thereafter, the SECOND PARTY shall keep FIRST PARTY information strictly confidential by using the same care and discretion that would be common in the industry.

4.2 The SECOND PARTY agrees that at all times during or subsequent to the performance of the services, he will keep confidential and not divulge, communicate, or use FIRST PARTY Information, except for his own use during the term of this Agreement to the extent necessary to perform his services.

4.3 The SECOND PARTY further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, FIRST PARTY Information from the latter’s principal place of business, without prior written approval of FIRST PARTY.

1. **TERM, TERMINATION AND CANCELLATION**

5.1 This Agreement shall remain in effect from \_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_ unless extended by the board of the FIRST PARTY prior to its expiration.

5.2 Either party may terminate this Agreement by providing no less than thirty (30) days written notice to the other party.

5.3 At the time of such notice of termination, SECOND PARTY shall complete all work in progress as if such notice of termination had not been given. The services should continue during the thirty (30) day notice period unless the SECOND PARTY and FIRST PARTY agree to end the contract or any specific tasks sooner.

1. **OWNERSHIP OF MATERIALS**

Any studies, reports, or other material, graphic, software or otherwise, prepared by the SECOND PARTY for FIRST PARTY under this Agreement shall belong to, and remain the property of, the FIRST PARTY. The SECOND PARTY may retain a copy of such documents and software, exclusively for record purposes only.

1. **MISCELLANEOUS PROVISIONS**

7.1 This Agreement shall be governed by the laws of the Philippines. Any dispute arising out of this Agreement, which cannot be amicably settled by the parties, shall be referred to adjudication or arbitration in accordance with law. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and other expenses from the other party.

7.2 This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. The SECOND PARTY shall have no right to (i) assign this Agreement, by operation of law or otherwise; or (ii) subcontract or otherwise delegate the performance of the services without FIRST PARTY’s prior written consent which may be withheld as FIRST PARTY determines in its sole discretion. Any such purported assignment shall be void.

7.3 In case of BREACH by one party of any of the terms stated in this Agreement, the other party is entitled to rescind this Agreement by giving thirty (30) days written notice from such breach.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 2021 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**FOR THE FIRST PARTY: FOR THE SECOND PARTY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

**BEFORE ME**, a Notary Public for and in the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2018, personally appeared the above named parties known to me and to me known to be the same parties who executed the foregoing instrument acknowledged to me that the same is their free and voluntary act and deed. The Government issued I.D.s of the parties were exhibited to me as follows:

|  |  |  |
| --- | --- | --- |
| Name | Govt Issued ID No. | Date issued/Place |
|  |  |  |
|  |  |  |

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2018.

## NOTARY PUBLIC

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

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

Series of 2018.