

**CONFIDENTIALITY
AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into by and between _____ and the _____ (Receiving Party) in connection with the information and data submitted by the former pertinent to information relevant to _____. This Agreement is being executed to safeguard and protect Confidential and Proprietary Information [Intellectual Property (IP) and/or Intellectual Property Rights (IPRs)] owned by _____.

_____ and the Receiving Party do hereby agree, as follows:

1. "Confidential Information," as used herein shall mean proprietary information and/or data provided by _____ to the Receiving Party during the disclosure of confidential information, which are to be kept confidential by the Receiving Party.
2. All information provided through and/or by _____ to the Receiving Party for the commissioned work shall be marked as "Proprietary and Strictly Confidential." Information disclosed through oral presentation and/or through power point presentation and/or other means must be identified also as strictly confidential during and after the time/period of disclosure.
3. It is agreed that the Receiving Party shall keep the information confidential and shall not publish or otherwise disclose such information except to the extent that it can be established by the Receiving Party by competent proof that such information:
 - (a) Was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure and/or presentation;
 - (b) Was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;
 - (c) Became generally available to the public or otherwise part of the public domain after its disclosure and other that through any act or omission of the Receiving Party; and
 - (d) Was subsequently lawfully disclosed to the Receiving Party by a Third Party.
4. Except as provided herein, the Receiving Party will not disclose any Confidential Information to any other person or will use any Confidential Information other than in connection with the commissioned work without its prior written approval. Each one or all agree to observe, exercise and execute extreme care in protecting the confidentiality of any Confidential and Proprietary Information.
5. _____ may disclose Confidential Information (i) to other parties and/or Receiving Party who have executed non-disclosure agreements (ii) or by requirement of law, and (iii) to other UP MANILA employee or faculty provided that such employee and/or faculty member/s has signed a non-disclosure agreement.
6. All Confidential Information delivered/presented and/or disclosed by _____ will be and remain as Intellectual Property of _____. All Confidential Information, and/or any hard copies, thereof of the disclosed confidential information will be promptly returned to _____ without retaining a copy in the possession of the Receiving Party. All electronic documentation of the confidential information will be deleted from the file repository of the Receiving Party once the commissioned work is completed, or if _____ wanted to do so.

7. Any one or all persons listed herein recognize and agree that nothing contained in this Agreement shall be constructed as granting any rights in his/her/their favor, by license or otherwise, to any Confidential Information except as specified in this Agreement.
8. Any one or all persons listed herein similarly acknowledge that all Confidential Information is owned solely by _____ and that unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, any one or all persons listed herein agree that _____ shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.
9. This Agreement shall be constructed, interpreted and applied in accordance with the laws of the Republic of the Philippines, subject to the terms and conditions as set forth under Section 4 of this Agreement. Any violation of the provisions of this Agreement shall give cause for _____ to proceed against the Receiving Party for appropriate action such as civil, criminal or administrative remedies.
10. In the event of dispute arising and/or resulting from this Agreement, it is expressly agreed that the venue thereof shall be in the proper courts of the City of Manila. It is also agreed the mediation, arbitration, and other alternative modes of disputes resolution in accordance with the Procedure of Arbitration Law of the Philippines, the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or other similar arbitration rules and regulations.
11. This Agreement shall be in effect for five (5) years from the date of the last disclosure of Confidential and Proprietary Information, at which time it will terminate.

This Agreement may be modified upon written agreement between the Parties.

Executed as of the ____ day of _____ in the year _____.

 Printed Name and Signature
 (Research proponent)

 Printed Name and Signature
 (Receiving Party)

Address:

Address:

WITNESSES:

 Printed Name and Signature

 Printed Name and Signature