

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into the City of Manila, Philippines, this ___ day of _____ 2021 between:

TOURISM PROMOTIONS BOARD, a government owned and controlled corporation, with principal address at 4th Floor, Legaspi Towers 300, Roxas Boulevard, Manila, Philippines, herein represented by its Chief Operating Officer, **MARIA ANTHONETTE C. VELASCO-ALLONES**, hereinafter called the **"DISCLOSING PARTY"**;

-and-

_____, _____, with address at _____, hereinafter called the **"RECEIVING PARTY"**.

RECITALS

WHEREAS, pursuant to Section 46 of Republic Act No. 9593 (RA 9593), the Entity is the marketing arm of the DOT, responsible for marketing and promoting the Philippines domestically and internationally as a major global tourism destination;

WHEREAS, the **PARTIES** entered into a Contract Agreement regarding the **"Services of a Communications Adviser and Content Writer"**, hereinafter known as the **"Transaction."**

WHEREAS, in the course of the implementation of the Transaction, Confidential Information relative to the **DISCLOSING PARTY** may be obtained by the **RECEIVING PARTY**;

WHEREAS, there is a need to safeguard and protect the Confidential Information owned by the **DISCLOSING PARTY** in relation to the information and data involved in the Transaction;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, **"Confidential Information"** shall include all information or material, whether tangible/written or intangible/oral or electronic, not generally known to the

public, that has or could have value or other utility imparted by the **DISCLOSING PARTY** to the **RECEIVING PARTY** in the course of the implementation of the Transaction. In case of doubt, the **RECEIVING PARTY** shall treat the information as confidential.

2. Exclusions from Confidential Information. The obligations of the **RECEIVING PARTY** under this Agreement do not extend to information that is:
 - a. publicly known at the time of disclosure or becomes publicly known through no fault of the **RECEIVING PARTY**;
 - b. discovered by the **RECEIVING PARTY** before it was communicated by the **DISCLOSING PARTY**;
 - c. rightfully in the possession of the **RECEIVING PARTY** prior to this Agreement, as shown by written records; or
 - d. necessary to be alleged or obliged by law or proper government authority to be disclosed, in which case the **RECEIVING PARTY** shall timely notify the **DISCLOSING PARTY** of the circumstances under which such disclosure will be made, including the nature of the disclosure and the entity to which it is to be made.

3. Obligations of the Receiving Party. The **RECEIVING PARTY** shall:
 - a. hold and maintain the Confidential Information acquired through the Transaction in the strictest confidence;
 - b. restrict access to the Confidential Information to necessary TPB employees, contractors, and third parties, as reasonably required and subject to the **DISCLOSING PARTY'S** written consent and authorization;
 - c. grant access and provide copies to the **DISCLOSING PARTY** of any and all documents, data, information, and/or records relevant to the Transaction, upon reasonable notice of such request;
 - d. ensure that the persons accessing the Confidential Information are properly notified of the nature of the same and shall, at its option, require the person/s concerned to execute non-disclosure agreements;
 - e. mark or identify all tangible or intangible information, respectively, as "Confidential" or some similar warning;
 - f. refrain from using or divulging, directly or indirectly, Confidential Information to any other person, unless the **DISCLOSING PARTY** expressly consented to or authorized the same in writing;
 - g. apply security measures and such degree of care not less than those which it applies to its own confidential information and provide adequate protection of such information from unauthorized disclosure, copy or use; and

- h. use the Confidential Information solely in connection with the current or contemplated business relation between the parties as provided in the Transaction, unless such other use is authorized in writing by the **DISCLOSING PARTY**.
4. Ownership of the Confidential Information. The **DISCLOSING PARTY** shall have full ownership of all the data, information and outputs including, but not limited to, messages, speeches, feature stories, news articles, photos, or videos presented on the basis of the Transaction. As such, all Confidential Information delivered/presented and/or disclosed by the **DISCLOSING PARTY** will be and remain as its Intellectual Property.

All Confidential Information, both soft and/or any hard copies, thereof of the disclosed confidential information will be promptly returned to the **DISCLOSING PARTY** 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** upon completion of the work under the Transaction, or upon request of the **DISCLOSING PARTY**.

5. Ownership of Data Gathered. The **DISCLOSING PARTY** shall have full ownership of all the data gathered from the Transaction, both soft and hard copies and shall not be disclosed by the **RECEIVING PARTY** without the written consent of the **DISCLOSING PARTY**.
6. Rights and Remedies Against Unauthorized Disclosure. The Parties similarly acknowledge that all Confidential Information is owned solely by the **DISCLOSING PARTY** 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, the Parties agree that the **DISCLOSING PARTY** 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.
7. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior subsequent rights.
8. Construction. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Republic of the Philippines, subject to the terms and conditions as set of forth in this Agreement. Any violation of the provisions of this Agreement shall give cause for the **DISCLOSING PARTY**

to proceed against the **RECEIVING PARTY** for appropriate action such as civil, criminal, or administrative remedies.

9. Duration. This Agreement shall survive the termination of the Transaction and the obligation of the **RECEIVING PARTY** to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer serves its purpose in furtherance of the objectives of the Transaction.
10. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing signed by all the Parties.
11. Venue. In the event of dispute arising and/or resulting from this Agreement, it is expressly agreed that the venue thereof shall be exclusively in the proper courts of the City of Manila.
12. Separability Clause. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best effect the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by the:
TOURISM PROMOTIONS BOARD

Signed, sealed, delivered by the:

By:

By:

MARIA ANTHONETTE C. VELASCO-ALLONES
Chief Operating Officer

SIGNED IN THE PRESENCE OF:

JOCELYN PATRICE L. DECO
Deputy Chief Operating Officer
for Corporate Affair

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) Ss.

BEFORE ME, a Notary Public for and in the above jurisdiction on this day _____ of _____ personally appeared:

Name	Competent Proof of Identity	Date of Issue or Expiry	Place of Issue
MARIA ANTHONETTE C. VELASCO-ALLONES	Passport	S0021451A issued 02/22/2020	DFA Manila

Known to me to be the same persons who executed the foregoing Contract Agreement for the entities that they each represent and acknowledged to me that it is their free act and deed, consisting of only ____ (__) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.