

NON-DISCLOSURE AGREEMENT FOR UNIVERSITY PERSONNEL INVOLVED IN DATA SECURITY INCIDENT MANAGEMENT

KNOW ALL MEN BY THESE PRESENTS:

I, <insert full name>, <insert nationality>, of legal age and with residence at <insert address>, after being sworn in accordance with law, hereby declare that:

I am a [insert title/position] at the [office/unit/center] of the University of Southern Mindanao ("University").

1. **Definition of Confidential Information.** In the course of my engagement and/or in the performance of my functions, the University, its officers and authorized representatives, including affiliates and other third parties performing services for or on its behalf, may disclose to me confidential information consisting of personal data, analyses, computer files whether or not reduced to written form, compilations, memoranda, notes, reports, studies, data, drawings, films, processes, business strategies, information and documentation of all kinds including copies, extracts and summaries thereof and all other material containing or based in whole or in part on any such information, disclosed by or stored in the databases of the University in whatsoever form whether written, oral, electronic or otherwise, directly or indirectly to me or which comes into my possession or knowledge in connection with my engagement and/or work for the University, with or without "Confidential" label, before or after the date of this Agreement ("Confidential Information").
2. **Obligations.**

I undertake to maintain in confidence all Confidential Information, to take all necessary measures to prevent unauthorized access thereto, and to exercise the same level of security measures and degree of care as may be necessary to keep the confidentiality thereof.

 - a. I will not, without the prior written consent of the University, disclose the Confidential Information. Any breach of such obligation of confidentiality shall be deemed to be a breach of this Agreement.
 - b. I will not use or permit the use of the Confidential Information disclosed to me other than in connection with my engagement and/or work for the University.
 - c. I will not copy, reproduce, or reduce into writing any material part of the Confidential Information except as may be reasonably necessary to my engagement and/or work for the University.
 - d. I will not, without the prior written consent of the University, directly or indirectly initiate, solicit, negotiate, contract, or enter into any business transactions, agreements, or undertakings that will utilize the Confidential Information by exploiting or deriving any undue benefit therefrom.
 - e. Upon the written request of the University, I undertake to return and/or destroy all Confidential Information and certify in writing to the University that its request has been complied with.
3. **Warranties.** I acknowledge that the University makes no representation or warranty as to the accuracy or completeness of the Confidential Information, which it has provided, and that the University shall not be liable for damages arising out of or in connection with my use of Confidential Information.
4. **Licenses and Property Rights.** I acknowledge that the University reserves all rights relating to the Confidential Information and no rights or obligations other than those it has expressly provided are granted and that no license is granted to me, directly or

indirectly, under any patent, invention, copyright or other intellectual or industrial property of the University.

5. **Time Periods.** I further agree that the confidentiality obligations in this the Agreement shall survive the tenure of my employment/engagement with the University, unless otherwise provided in writing by the University.
6. **Remedies.** I understand that, without prejudice to any other rights or remedies that the University may have, the University shall be entitled to seek injunction, its equivalent or similar remedy for any threatened or actual breach of this Agreement.
7. **Condition of Engagement.** I further understand that strict compliance with this Agreement is a condition of my engagement/work and any breach of this Agreement may be regarded as an infringement of my terms of engagement/work.
8. **Severability.** I acknowledge that if the court finds any provision of this Agreement invalid or unenforceable, such court decision shall not affect the remainder of this Agreement and shall be interpreted to the best interest of the University.
9. **Integration.** I understand that 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 a writing signed by both parties.

Waiver. Finally, I acknowledge that the failure to exercise any provision in this Agreement shall not constitute a waiver of prior or subsequent rights.

IN WITNESS WHEREOF, I have affixed my signature to this Agreement this (date) at (place), Philippines.

Noted by

Signature over Printed
Name

Title / Designation

Office / Unit

Signature over Printed Name of
Immediate Supervisor

Title / Designation

Office / Unit

Witnessed by:

Signature over Printed
Name

Signature over Printed Name