

**BATANGAS MEDICAL CENTER
RESEARCH ETHICS REVIEW COMMITTEE**

FORM 2.6.5 NON-DISCLOSURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this _____ in the City of Batangas by and between:

BATANGAS MEDICAL CENTER, a DOH-retained tertiary hospital with principal address at Kumintang Ibaba, Batangas City represented by its Medical Center Chief, **RAMONCITO MAGNAYE, MD, FPCS, MHA**, hereinafter referred to as "**FIRST PARTY**" and

_____ of legal age, Filipino, and resident of _____ hereinafter referred to as "**SECOND PARTY**";

WITNESSETH THAT

WHEREAS, the **FIRST PARTY** is a teaching and training DOH-retained tertiary hospital committed to providing quality and affordable health care and services;

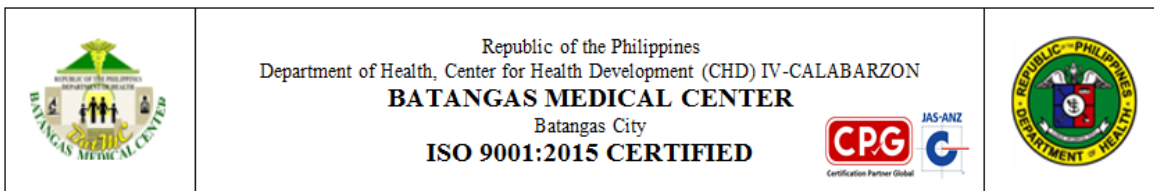
WHEREAS, the **SECOND PARTY** is [a (year) medical resident of the **FIRST PARTY** / (name of other school or institution)], having his/her office at Kumintang Ibaba, Batangas City/ _____;

WHEREAS, the **SECOND PARTY** is espousing a research proposal that includes the need to access personal and medical information of target patient population of the **FIRST PARTY**.

WHEREAS, the **SECOND PARTY** undertakes to protect and make confidential such information;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have hereunto agreed as follows:

1. Confidential Information means any information disclosed by or in possession of the **FIRST PARTY** identified as confidential when first disclosed and provided in tangible form, or if disclosed orally summarized in writing, other than information that:
 - a. is or becomes generally available to the public other than as a result of disclosure by the **FIRST PARTY**;
 - b. is already known by or in the possession of the **SECOND PARTY** at the time

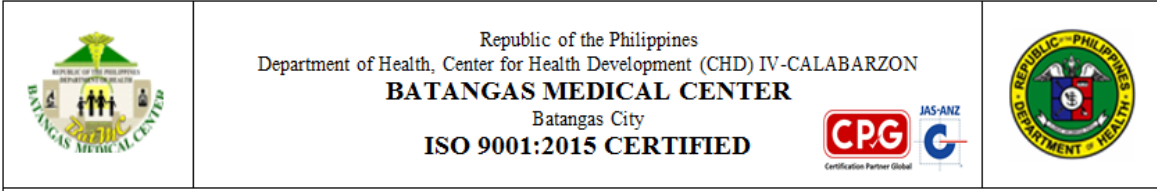


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of disclosure;

- c. is obtained by the **SECOND PARTY** from a third party that has not breached any obligations of confidentiality.
2. Subject to exceptions stated below, the **SECOND PARTY** shall not disclose or use any information he/she may have acquired by reason of his/her research conducted in the **FIRST PARTY**.
3. The **SECOND PARTY** shall use reasonable care not to disclose to any third party information he/she may have known or acquired by reason of his/her research except those employees and agents of the **SECOND PARTY** who need to know the Confidential Information to carry out the Purpose and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. The **SECOND PARTY** shall be responsible for any disclosure or use of the Confidential Information by its employees or agents. Further, he/she shall not offer for sale, or otherwise disclose to any third party devices containing information gathered in the conduct of his/her research, unless otherwise permitted in writing by the **FIRST PARTY** subject to applicable laws.
4. The information subject of this agreement shall pertain to all data or information collated, transmitted to and transcribed by the **SECOND PARTY** by reason of his/her research.
5. **SECOND PARTY**'s undertaking not to disclose any information obtained by reason of his/her research shall continue to take effect notwithstanding the non-continuity of the research or the completion of the same.
6. Should the **SECOND PARTY** make use of chart review, he/she undertakes to anonymize the data gathered.
7. The **SECOND PARTY** acknowledges and agrees that disclosure, divulgence or unauthorized use of the Confidential Information could damage the **FIRST PARTY**, therefore, has a strong interest in protecting the Confidential Information by all legal means.

In the event that the **SECOND PARTY** violates its obligations under this Agreement, it shall fully indemnify the **FIRST PARTY** for all damages caused by such breach. Moreover, because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the **FIRST PARTY** shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach of this Undertaking in addition to all monetary or other remedies available



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at law or in equity

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Philippines.
9. This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each party hereto.
10. This Agreement shall be in effect from the date indicated herein and without expiry notwithstanding the termination of the research.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of _____ at Batangas City, Philippines.

RAMONCITO MAGNAYE, MD, FPCS, MHA
First Party

Second Party

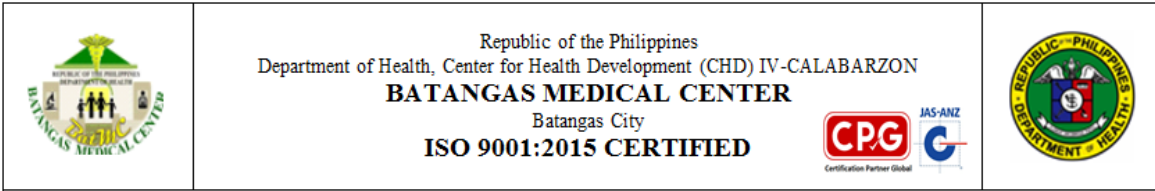
SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
 CITY OF BATANGAS)S.S.

ACKNOWLEDGMENT

Before me, this ___ day of _____ personally appeared the following:

Name	Government Issued ID / No.
Ramoncito C. Magnaye	



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known to me or proved to me on the basis of satisfactory evidence, to be the persons who executed the foregoing instrument and acknowledged to me that the same are their voluntary act and deed.

This instrument refers to a Non-Disclosure Agreement consisting of three (3) pages signed by the parties and their instrumental witnesses in each and every page.

WITNESS MY HAND AND SEAL

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2020.