**UNIVERSITY OF THE PHILIPPINES DILIMAN**

**NON-DISCLOSURE UNDERTAKING**

**KNOW ALL MEN BY THESE PRESENTS:**

This Undertaking is made and executed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (FULL NAME)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and a resident of

 (LEGAL STATUS) (NATIONALITY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (FULL ADDRESS)

hereinafter referred to as the “RECEIVING PARTY”

**WITNESSETH**: That

WHEREAS, I, as the RECEIVING PARTY have expressed interest in conducting non-commercial research and/or related studies, the information for which the UNIVERSITY possesses and may possess that is confidential and of proprietary nature; and the RECEIVING PARTY is willing to receive disclosure of the Confidential information pursuant to the terms of this Undertaking for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

NOW THEREFORE, in consideration of this Undertaking, I undertake to comply with the terms and conditions:

1. **Definition**

For purposes of this Undertaking, “Confidential Information” shall mean all information relating to UNIVERSITY’s businesses and the abovementioned intellectual property (including prototypes, TECHNOLOGY and market descriptions, data and plans as well as any other technical, scientific, statistical, experimental, commercial and business information, plans, forecasts, structures, models, test data, photographs, and techniques, licenses and other similar information received (from the UNIVERSITY).

1. **Disclosure**

As the RECEIVING PARTY, I undertake to receive the Confidential Information which the UNIVERSITY may heretofore disclose.

1. **Confidentiality**
	1. Non-Use. The RECEIVING PARTY shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the Confidential information, except for the purpose authorized by the UNIVERSITY.
	2. No Disclosure. The RECEIVING PARTY undertakes to use his/her best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the RECEIVING PARTY’s employees that have a need for disclosure in connection with the RECEIVING PARTY’s authorized use of the Confidential Information.
	3. Protection of Secrecy. The RECEIVING PARTY undertakes to take all steps reasonably necessary to protect the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
2. **Limits on Confidential Information**

Confidential Information shall not be deemed proprietary, and the RECEIVING PARTY shall have no obligation with respect to such information where the information:

1. Was known to the RECEIVING PARTY prior to receiving any of the confidential Information from the UNIVERSITY;
2. Has become publicly known through no wrongful act of the RECEIVING PARTY;
3. Was received by the RECEIVING PARTY without breach of this Undertaking from third party without restriction as to the use and disclosure of the information;
4. Was independently developed by the RECEIVING PARTY without use of the Confidential Information; or
5. Was ordered to be publicly released by the requirement of a government agency.
6. **Ownership of Confidential Information**

The RECEIVING PARTY undertakes that all Confidential Information shall remain the property of UNIVERSITY and that the UNIVERSITY may use such Confidential Information for any purpose without obligation to RECEIVING PARTY. Nothing contained herein shall be construed as granting or implying to the RECEIVING PARTY any transfer, any patents, or any other intellectual property pertaining to the Confidential Information.

1. **Terms and Condition**

The obligations of this Undertaking shall be continuing until the Confidential Information disclosed to the RECEIVING PARTY is no longer confidential.

1. **Survival of Rights and Obligations**

This Undertaking shall be binding upon, inure to the benefit of, and be enforceable by (a) the UNIVERSITY, its successors and assignees; and (b) the RECEIVING PARTY, his/her successors and assignees.

1. **Remedies for Breach**

The RECEIVING PARTY undertakes that in the event of a breach or a threatened breach of the terms of this Undertaking. The UNIVERSITY or the latter’s representatives, agents, assigns or other successors-in-interest shall be entitled to an injunction restraining the RECEIVING PARTY his or her representatives or agents who are about to commit any breach of this Undertaking or who have committed a breach of this Undertaking from committing or further continuing such action, without the necessity of showing or proving any actual damage sustained by the UNIVERSITY. The RECEIVING PARTY further undertakes that such request for injunctive relief shall not require the posting of any bond or security.

The Office of Legal Services of the UP System and the Legal Offices of the constituent universities shall have sole jurisdiction to prosecute and defend actions relating to the University’s intellectual property rights. Legal interpretations of the University General Counsel of constitutional, statutory and university regulations shall be binding on the UNIVERSITY and the RECEIVING PARTY unless overturned by the President of the University of the Board of Regents.

1. **Undertaking as to Laws and Exclusive Venue**

The Undertaking is to be construed in accordance with the laws of the Republic of the Philippines, and any action arising from the same shall be filed exclusively in any court in Quezon City having jurisdiction over the same.

IN WITNESS WHEREOF, the RECEIVING PARTY has executed this Undertaking effective as of the date first written above.

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

 (SIGNATURE OVER PRINTED NAME)

 **RECEIVING PARTY**

Signed in the presence of:

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

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 BEFORE ME, a Notary Public in and for Quezon City, personally appeared RECEIVING PARTY, with Competent Evidence of Identify No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

known to me and by me known to be the same persons who executed the foregoing document, and who acknowledged to me that the same is his/her free and voluntary act and deed, and signed by her witnesses.

 WITNESS MY HAND AND SEAL on the place and date first above written.

 **NOTARY PUBLIC**

Doc No. \_\_\_\_\_\_\_\_\_\_\_;

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

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

Series of 20\_\_\_.