NON-DISCLOSURE AGREEMENT

This confidentiality agreement is entered into on ______ by and between the Bureau of Internal Revenue and ____________ with principal office at ______________ which together with its subsidiaries and affiliates, shall individually and collectively be referred to hereinafter as the “Recipient”.

The Bureau of Internal Revenue and ____________ hereby agree as follows:

1. Recipient acknowledges that all related documentations, including but not limited to descriptions of and other information regarding the __________________ or any of its components, technical and non-technical materials, all or any or which may be derived from any of the foregoing (all of which, individually and collectively, shall be referred to as “Proprietary Information”) are confidential and proprietary to the Bureau of Internal Revenue. Matters, however, covered by Section 270 of the National Internal Revenue Code (NIRC), as amended, as well as sensitive personal information under Republic Act (RA) No. 10173, or the Data Privacy Act of 2012, shall not be processed unless the processing thereof falls under the excepting provisions of said laws.

2. The Bureau of Internal Revenue and Recipient wish to discuss mutually beneficial business arrangements and relationships which in some way concern or are related to the ______________. Recipient agrees not to use Proprietary Information for its own use or for any other purpose except to evaluate whether it desires to enter into a business relationship with the Bureau of Internal Revenue or as necessary to carry on such a relationship.

3. Recipient agrees to hold the Proprietary Information in strict confidence. Recipient agrees not to reproduce, transcribe, or disclose the Proprietary Information to persons or entities outside of (Company Name), its subsidiaries and affiliates without prior written approval of the Bureau of Internal Revenue. Recipient also agrees not to make, have made, use, distribute or sell for its own purpose or for any purpose other than on behalf of the Bureau of Internal Revenue, any product incorporating Proprietary Information.

4. The obligations imposed by this Agreement shall not apply to any information that: (i) is rightfully received from a third party without any accompanying use of disclosure restrictions, and can be documented as such, (ii) is independently developed without access to Proprietary Information, (iii) is or becomes publicly available through no wrongful act of the Recipient, or (iv) is already known to Recipient as evidenced by the third-party documentation bearing a date prior to the date of Proprietary Information disclosure.

5. All Proprietary Information in whatever form shall be and remain the property of BIR. All such Proprietary Information shall be returned by the Recipient to the BIR or its affiliates promptly upon written request, even during the course of discussion regarding the ______________ between the parties, and shall not be retained in any form by the Recipient. Provided that, the Recipient upon prior written approval of the Bureau of Internal Revenue, shall be entitled to keep such written and electronic copies of the Proprietary Information for legal, regulatory or compliance purposes or in accordance with Recipient’s internal policies.

6. The Recipient shall return the Proprietary Information that is in tangible form immediately upon the request of the BIR or its affiliates. Portions of the Proprietary Information, which consists of but not limited to analyses, compilations, studies or other documents or records prepared by the Recipient, its affiliates or their representatives shall be destroyed immediately by the Recipient upon request by BIR.

7. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of the Philippines.

8. The parties agree that, in the event of a breach or threatened breach of the terms of this Non-Disclosure Agreement, the BIR shall have valid cause to immediately terminate the Agreement and shall be entitled
to an injunction to restrain the Recipient from further breach of the Agreement, in addition to any other legal or equitable relief including the award of monetary damages properly determined by the proper court of law. The parties acknowledge that Proprietary Information may be valuable and unique and that disclosure may result in grave and irreparable injury to BIR.

9. This Agreement and the disclosure and receipt of Proprietary Information do not create or imply (i) any agreement with respect to the sale, purchase or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Proprietary Information or in any patent, trademark, service mark, copyright or other intellectual property.

10. This Agreement shall survive the termination or expiration of the aforementioned project/engagement.