

	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FORM	Form No.	WVSU-MIS-SOI-07-F02
		Issue No.	1
		Revision No.	0
	WEST VISAYAS STATE UNIVERSITY	Date of Effectivity	October 28, 2025
		Issued by	MIS
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This Agreement is made effective as of _____, by and between:
[Insert Date]

* **West Visayas State University (WVSU)**, a higher educational institution, with office address at Luna Street, La Paz, Iloilo City, Philippines, hereafter referred to as the "University,"

* _____, a student, faculty, staff, or authorized guest of the University, hereafter referred to as the "User."
[User's Full Name]

1. Purpose

The University provides the User with access to network shared files and digital resources to support academic, administrative, and research activities. This Agreement governs the User's responsibilities in safeguarding confidential and sensitive information contained in these files, including protection of such information from unauthorized use, disclosure, or modification.

2. Definition of Confidential Information

"Confidential Information" refers to any data, file, document, or resource made available on the University's shared network drives, including but not limited to:

- a. Academic records, such as student grades, enrollment data, class lists, disciplinary reports, scholarship files
- b. Research data; such as raw data sets, survey results, unpublished manuscripts, those subject to ethical review.
- c. Administrative documents; such as HR records, payroll data, procurement file, BAC resolutions.
- d. Intellectual property; such as drafts, designs, software code, other creative technical works, whether registered or pending registration.
- e. Any other files marked as confidential or restricted access or for "Internal use only", such as any folder, file, or sub-directory explicitly labeled or reasoning understood to be confidential based on its contents, access, permissions, or institutional context.
- f. Any other document covered by the Data Privacy Act of 2012 or CHED related others on student information protection.

Confidential Information excludes materials that are publicly available or expressly authorized for public release, such as those that

3. Exclusions form

- a. are or become publicly available through no fault of User
- b. are lawfully obtained from another source without restriction, and without breach of any confidentiality obligation.
- c. are independently developed by the user without reference to or use of University's confidential files, as evidence by contemporaneous rewards or version listing.
- d. are considered administrative templates and public forms intended for public use or distribution.
- e. are information or data that are required to be describes pursuant to lawful order, subpoena, or statutory obligation, provided the university is notified in advance if legally permissible.

4. Obligations of the User

The User agrees to the following:

- a. Access and use shared files solely for legitimate academic or administrative purposes.
- b. Not disclose, copy, transmit, or distribute any Confidential Information to unauthorized individuals.
- c. Maintain the confidentiality of passwords and network credentials.
- d. Report immediately any suspected unauthorized access or data breach to the University MIS Office or Data Privacy Officer.
- e. Not alter, delete, or misuse any file or system configuration without proper authorization.
- f. Comply with the University's ICT policies, data privacy policies, and applicable Philippine laws.
- g. Accomplish and sign the Access to Shared Network Folder Request Form (WVSU-MIS-SOI-07-F01).

5. Duration of Obligation

The confidentiality obligations under this Agreement shall remain in effect:

- a. During the period of access to the shared drive, and
- b. For a period of three (3) years after the User's access has been terminated, or as required by applicable law.

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6. Return and Deletion of Information

Upon the termination of network access or at the request of the University, the User shall:

- a. Cease accessing the shared drive, and
- b. Delete any downloaded copies of Confidential Information from all personal devices.**

7. No Transfer of Ownership

Nothing in this Agreement grants the User any ownership rights to the files, data, or intellectual property of the University.

8. Breach and Remedies

Any breach of this Agreement may result in disciplinary action under University policies, revocation of network access, and possible legal action under applicable data privacy and intellectual property laws and relevant university policies.

9. Governing Law

This Agreement shall be governed by the laws of the Republic of the Philippines, particularly the **Data Privacy Act of 2012 (R.A. 10173)** and other applicable statutes.

10. Acknowledgment

By signing below, the User acknowledges that they have read, understood, and agreed to comply with this Non-Disclosure Agreement.

University Representative

Name: _____

Position: _____

Signature: _____

Date: _____

User

Name: _____

Position/Designation: _____

Signature: _____

Date: _____

WVSU ID No: _____

Signed in the presence of:

University Witness

and

User's Immediate Supervisor