



**Republic of the Philippines
PROVINCE OF CAVITE**

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (NDA) is given by [NAME OF FIRM] (the "COMPANY") having its registered office at [STATE ADDRESS], in favor of THE PROVINCIAL GOVERNMENT OF CAVITE ("PGC") with principal office at the Cavite Provincial Capitol, Trece Martires City, Cavite Province, Philippines.

**Re: DEVELOPMENT OF THE SANGLEY POINT INTERNATIONAL AIRPORT PROJECT,
PROVINCE OF CAVITE, PHILIPPINES**

1. In consideration of the Request for Proposals for the Selection of the Joint Venture Partner of the Province of Cavite for the Development of the SPIA and the planned participation of the COMPANY in the competitive selection, discussions and negotiations between the parties with respect to the captioned Project, we undertake and agree with PGC that we shall:
 - (a) maintain in strict confidence the Confidential Information as defined in Clause 4 below and shall not disclose to any person any of the Confidential Information without the prior written consent of PGC;
 - (b) use or reproduce any of the Confidential Information and shall not use or reproduce or allow to be used or reproduced, directly or indirectly, any of the Confidential Information for any other purposes without the prior written consent of PGC;
 - (c) only disclose the Confidential Information to such officers, employees and advisors who are required to have access to the Confidential Information;
 - (d) take all necessary measures and precautions to ensure compliance with the confidentiality obligations under this NDA; and

- (e) upon the written request of PGC immediately return, destroy or otherwise deal with any Confidential Information and any copies and extracts thereof in accordance with PGC's request.
2. The confidentiality obligations in this NDA shall not apply to:
- (a) the disclosure of Confidential Information which is or has become public knowledge other than as a result of our unauthorized disclosure; or
- (b) the disclosure of which is compelled by any law or valid order of a court of competent jurisdiction.
3. We acknowledge that a breach of any of the confidentiality obligations by us under this NDA shall entitle PGC to seek legal and equitable relief including injunction. This includes the blacklisting of the COMPANY in all procurement activities of the Philippine Government. We shall also indemnify PGC against any and all losses, damages, claims, costs, expenses and liabilities which PGC may incur or suffer in connection with or arising out of any breach by us of any of our confidentiality obligations.
4. For the purpose of this NDA, "Confidential Information" means all studies, analyses, plans, materials, data, drafts, agreements, letters, drawings, designs, instructions, documents and information concerning the SPIA including the business, accounts, finances, contractual arrangements, transactions, and other dealings or affairs of PGC, and any other documents, addenda, bulletins, clarifications and other communications, which are furnished by or on behalf of PGC.
5. This NDA shall survive completion of the competitive selection process for the Joint Venture Partner of PGC and shall subsist for a term of two (2) years from the date first written below.
6. This NDA shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

For and on behalf of

[NAME OF FIRM]

Signature: _____

Name : _____

Position : _____

Date : ___ October 2019