



## Annex C – Non-Disclosure Agreement

### Non- Disclosure Agreement

This Non-Disclosure Agreement (NDA) is for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below:

- 1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” is defined in accordance with PhilHealth Circular No. 29 s-2015 which provides as follows:

Confidential information includes, but is not limited to, protected health information, personal financial information, patient records, or information gained from committee meetings, hospital or facility visits during accreditation and investigation, inquiries from members, patients or other PhilHealth employees and partners. The definition is further expanded to include the following:

- ✓ Member and their dependents’ personal and financial information including photographs and biometric identifiers, such as retinas or iris scans, fingerprints, voiceprints, or scan of hand for face geometry;
- ✓ Privileged health information, such as patient records, medical diagnoses, medical procedures, and related documents; and
- ✓ Personal information of accredited health care professionals and providers, except those relating to the delivery of services or practice of profession, such as provider or clinic addresses, accreditation status, or duration of accreditation.

- 2. Obligations of Partner.** Partner shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Corporation. In this regard, as a partner, I agree that:

- I WILL uphold the Corporation’s commitment towards the confidentiality and privacy of the above-mentioned confidential information at all times;
- I WILL only access information that I need in the performance of my assigned tasks and duties;
- I WILL keep my user account such as username and password secret and I will never share this information with anyone;
- I WILL be accountable for my use or misuse of confidential information;

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- I WILL report any unauthorized use of disclosure of confidential information;
- I WILL hold and maintain all confidential information in trust and confidence and shall use reasonable efforts to protect them from any harm, tampering, unauthorized access, sabotage, exploitation, manipulation, modification, interference, misuse or misappropriation;
- I WILL NEITHER use this confidential information for my own benefit NOR give, review, publish, sell, copy, dispose or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Corporation;
- I WILL NOT use anyone else's user account to access any PhilHealth information system;
- I WILL NOT disclose any confidential information if I am no longer connected with PhilHealth; and
- I KNOW that confidential information I learn in the job is a result of providing contracted services and does not belong to me.

I fully understand the concepts regarding confidentiality and privacy of confidential health information. In addition, I also know and agree that my failure to fulfill any of the agreements set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary and/or legal actions including termination of employment.

Signature:		Date Signed:
Print Full Name:		
Name of Health Care Institution and Office	Position:	
Name and Signature of the Immediate Supervisor (if applicable):		Date Signed:

Non-Disclosure Agreement (as of July 2017)

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