



*Office of the Sangguniang Panlungsod*

**CITY RESOLUTION NO. 2024-439  
Series of 2024**

*DISTRICT I*  
  
HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor

HON. ALEJANDRO F. GUTIERREZ  
City Councilor

HON. LEVY M. TELA  
City Councilor

*DISTRICT II*  
  
HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. REYNALDO M. FABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RANDY C. FRANCISCO  
Liga ng mga Barangay Vice President

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:  
  
ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:  
  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:  
  
HON. STRIKE B. REVILLA  
City Mayor

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A (1) MEMORANDUM OF AGREEMENT, (2) MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT AND (3) LETTER OF COMMITMENT WITH THE PHILIPPINE HEALTH INSURANCE CORPORATION (PHILHEALTH) FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR FOR THE IMPLEMENTATION OF THE NATIONAL HEALTH INSURANCE PROGRAM (NHIP) THROUGH THE GROUP ENROLLMENT PROGRAM.**

Sponsored by:

**Hon. Reynaldo D. Palabrica**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis. And Hon. Levy M. Tela.**

**WHEREAS**, on 16 January 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing Hon. Strike B. Revilla to sign a (1) Memorandum of Agreement, (2) Mutual Confidentiality and Non-Disclosure Agreement And (3) Letter of Commitment with the Philippine Health Insurance Corporation (PHILHEALTH) for and on Behalf of the City Government of Bacoor for the implementation of the National Health Insurance Program (NHIP) through the Group Enrollment Program of the national government.

**WHEREAS**, the City Government of Bacoor aims to participate in the implementation of the NHIP under the Universal Health Care (UHC) Act through the Group Enrollment Program and to undertake the necessary steps to ensure its successful implementation of the said program.

**WHEREAS**, the draft copies of the (1) proposed MOA, (2) Letter of Commitment, and (3) Mutual Non-Disclosure Agreement were sent by the Office of the City Mayor to the Sangguniang Panlungsod for its review and consideration. The proposed agreements are incorporated hereto and will be made an integral part of this Resolution.



## Office of the Sangguniang Panlungsod

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Liga ng mga Barangay Vice President

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**NOW THEREFORE**, upon the motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign a (1) Memorandum of Agreement, (2) Mutual Confidentiality and Non-Disclosure Agreement, and (3) Letter of Commitment with the Philippine Health Insurance Corporation (PHILHEALTH) for and on behalf of the City Government of Bacoor for the implementation of The National Health Insurance Program (NHIP) through the Group Enrollment Program of the national government.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the PHILHEALTH, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

**APPROVED** this 12<sup>th</sup> day of February 2024 at the City of Bacoor, Cavite by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 12<sup>th</sup> day of February 2024.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ in the City of Bacoor, Province of Cavite (the "Effective Date") by and between:

The **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation organized and existing under the laws of the Republic of the Philippines, with principal office at Citystate Centre, 709 Shaw Boulevard 1600 Pasig City, Metro Manila, represented by its Regional Vice President, **DANILO M. REYNES, MD, MPA** and hereinafter referred to as "**PHILHEALTH**"

– and –

The **CITY GOVERNMENT OF BACCOOR**, a local government unit organized and existing under and by virtue of the laws of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, herein represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_, Series of 202\_\_, and hereinafter referred to as "**LGU BACCOOR**"

The term "Party" shall mean PHILHEALTH or LGU BACCOOR, if applicable, while the term "Parties" shall mean PHILHEALTH and LGU BACCOOR, collectively.

WITNESSETH:

**WHEREAS**, Republic Act No. 11223, otherwise known as the "Universal Health Care (UHC) Act" was signed into law to protect and promote the right to health of all Filipinos;

**WHEREAS**, while Section 5 of the UHC Act guarantees that all Filipino citizens shall be automatically covered under the National Health Insurance Program (NHIP), they are still required to register in the said program and update their personal records whenever necessary to be able to avail of the UHC services and benefits;

**WHEREAS**, to realize its enabling mandate under the UHC Act, PHILHEALTH shall actively pursue closer collaboration with the national government agencies, local government units, and various organizations in the private sector to bring its services closer to members;

**WHEREAS**, cognizant of the important role of the National Government Agencies and Local Government Units in providing access to social health insurance, PHILHEALTH shall forge partnerships with them in the implementation of NHIP through the "**Group Enrollment Program**" (the "Program");

**WHEREAS**, the LGU BACCOOR has signified its intention to partner with PHILHEALTH for the provision of social health insurance protection to its members under the said Program;

**WHEREAS**, the Parties are fully cognizant of the need to forge partnership between them to encourage members to secure PhilHealth Identification Number (PIN), update their personal records, regularly pay the prescribed premium contributions, and register to their preferred primary health care or PhilHealth KonSulTa providers.

**WHEREAS**, the Parties hereto agree and declare their commitment to take the necessary steps to implement the principles and objectives provided for in this Agreement.

**NOW, THEREFORE**, in view of the foregoing considerations, the Parties agree as follows:

**SECTION I. OBLIGATIONS OF PHILHEALTH.** PHILHEALTH, with due diligence and efficiency, shall:

- A. Orient the LGU BACCOOR on PhilHealth policies and processes pertaining to registration, updating of records, premium contributions, benefits, benefit availment, and rights and obligations of partners and members under the program.
- B. Provide hands on training to LGU BACCOOR on the use of pertinent application system, if applicable.
- C. Orient members of the LGU BACCOOR on the policies, rules and regulations relative to benefits, availment procedures, and their rights and obligations under the Program.
- D. Provide the LGU BACCOOR with PhilHealth Member Registration Forms (PMRFs) and IEC materials for distribution to its members.
- E. Process accomplished PMRFs and assign PhilHealth Identification Numbers (PINs) to the enrollees of the LGU BACCOOR.
- F. Bill the LGU BACCOOR on the premium contributions of its enrollees based on its preferred mode of payment.
- G. Generate and release Member Data Record (MDR) and PhilHealth ID Cards of new members through LGU BACCOOR.
- H. Regularly update the LGU BACCOOR on the latest policies of PhilHealth.
- I. Assign focal person who shall coordinate with the LGU BACCOOR on a regular basis; and
- J. Regularly monitor and evaluate the implementation of the Program.

**SECTION II. OBLIGATIONS OF LGU BACCOOR.** The LGU BACCOOR, with due diligence and efficiency, shall:

- A. Provide PHILHEALTH the list of its proposed enrollees under the "Group Enrollment Program" of the NHIP;
- B. Conduct regular Information and Education Campaign (IEC) to familiarize its enrollees on pertinent PHILHEALTH policies, benefits, availment procedures, and their corresponding rights and obligations under the Program. Any campaign and information materials that the LGU BACCOOR intends to issue and distribute to its members as part of its marketing activities shall require the prior written approval of PHILHEALTH. For this purpose, the LGU BACCOOR shall submit the draft of said materials to PHILHEALTH for immediate review, approval or such other appropriate action.
- C. Ensure proper accomplishment and submission of PMRFs and appropriate supporting documents to PHILHEALTH.
- D. Remit the premium contributions of its enrollees in accordance with existing and pertinent policies of PHILHEALTH. The LGU BACCOOR is solely responsible and liable in case it fails to remit to PHILHEALTH the said premium payment it has collected from the said members.
- E. Regularly monitor and evaluate the implementation of the Program.
- F. Submit required reports to PHILHEALTH for purposes of monitoring/evaluation, research and program development.

**SECTION III. CONFIDENTIALITY**

- A. The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose or reveal to any person or any other entity all Confidential Information or records of the other Party, including the training materials or modules, which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Parties respective trade secrets like modules and presentations, and any other methods, processes, formulae, systems, and data pertaining to the training manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- B. In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without

such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

- C. Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. Each Party shall indemnify and hold the other Party free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

**SECTION IV. EFFECTIVITY.** Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on 30 June 2025. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this Agreement or commits a material breach of any other terms and conditions of this Agreement, or unjustifiable refusal or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

**SECTION V. MISCELLANEOUS PROVISIONS**

- A. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- B. **AMENDMENTS.** This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the

authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

- C. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- D. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- E. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.
- F. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.
- G. **NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- H. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.
- I. **AMENDMENTS.** This Agreement may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.
- J. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

**IN WITNESS WHEREOF**, the Parties have hereunto signed this Agreement this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, at the City of Bacoor, Province of Cavite, Philippines.

**PHILIPPINE HEALTH  
INSURANCE CORPORATION**

By:

**CITY GOVERNMENT OF  
BACOR**

By:

**DANILO M. REYNES, MD, MPA**  
*Regional Vice-President*

**STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_,  
Series of 202\_\_

SIGNED IN THE PRESENCE OF

<INSERT FULL NAME>  
<Position/Designation>

**NATIVIDAD LUDWIG OPLE**  
*City Government Department Head I*  
HRDMD

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of Bacoor, Province of Cavite) S.S.

**BEFORE ME**, a Notary Public, for and in the City of Bacoor, Province of Cavite  
this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared the following:

FULL NAME	Government-Issued ID and ID Nos.	Place and Date Issued
<b>DANILO M. REYNES, MD, MPA</b>		
<b>STRIKE B. REVILLA</b>		

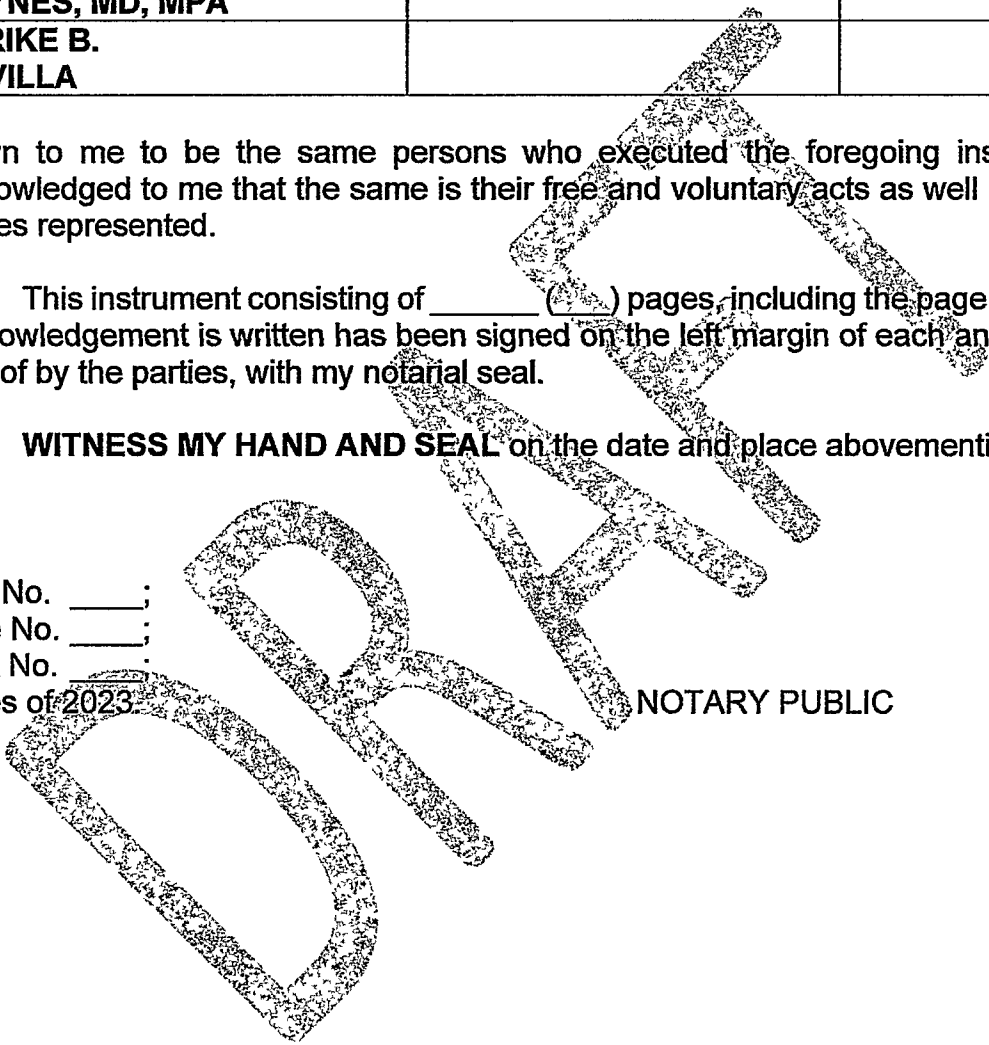
known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary acts as well as that of the entities represented.

This instrument consisting of \_\_\_\_\_ ( ) pages, including the page on which this Acknowledgement is written has been signed on the left margin of each and every page thereof by the parties, with my notarial seal.

**WITNESS MY HAND AND SEAL** on the date and place abovementioned.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023 \_\_\_\_\_

NOTARY PUBLIC



# MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Mutual Confidentiality and Non-Disclose Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a Government-Owned and Controlled Corporation (GOCC) organized and existing by virtue of R.A. 7875, otherwise known as the National Health Insurance Act of 1995, as amended by Republic Act 9241, Republic Act 10606 and Republic Act 11223, to administer the National Health Insurance Program, duly represented by its Regional Vice President, **DANILO M. REYNES, MD, MPA** with principal office at Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City, and hereinafter referred to as the "**PHILHEALTH**"

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite duly represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, and hereinafter referred to as the "**LGU BACCOOR**"

PHILHEALTH and LGU BACCOOR shall hereafter be collectively referred to as "Parties" and each individually as "Party".

The Party providing the Confidential Information shall be referred to as the "**DISCLOSING PARTY**" and the Party receiving the said Confidential Information shall be referred to as the "**RECEIVING PARTY**"

## WITNESSETH:

**WHEREAS**, the Parties entered into a Memorandum of Agreement (the "MOA") creating a partnership in the implementation of the National Health Insurance Program (NHIP), through the "*Group Enrollment Program*";

**WHEREAS**, the Confidentiality Information, as it is defined under this Agreement, may be shared, or disclosed by the DISCLOSING PARTY to the RECEIVING PARTY in connection with the purpose and objective of the MOA;

**WHEREAS**, the Parties aim to define their rights and obligations with respect to Confidential Information supplied or communicated by the DISCLOSING PARTY to the RECEIVING PARTY;

**WHEREAS**, the RECEIVING PARTY desires to participate in the study/research/discussions regarding the implementation of the National Health Insurance Program, through the Group Enrollment Program, hereinafter known as the "**Transaction**". In the course of conducting the transaction, DISCLOSING PARTY may share certain proprietary and confidential information with the RECEIVING PARTY.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **SECTION I. DEFINITION OF CONFIDENTIAL INFORMATION**

- A. For purposes of this Agreement, **“Confidential Information”** means any data or information that is proprietary to the DISCLOSING PARTY and not generally known to the public, whether in tangible and intangible form, whenever and however disclosed, including, but not limited to:
- a. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated and/or contracting agencies/organizations/LGUs/companies;
  - b. plans for products or services, and membership/healthcare provider/supplier/contractor/accredited agents lists;
  - c. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
  - d. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
  - e. any other information that should reasonably be recognized as proprietary or confidential information of the DISCLOSING PARTY and/or of its affiliated/accredited/contracting entities. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The RECEIVING PARTY acknowledges that the Confidential Information is proprietary to the DISCLOSING PARTY, has been developed and obtained through great efforts by the DISCLOSING PARTY and that the DISCLOSING PARTY regards all of its Confidential Information as trade secrets.
- B. As defined in PhilHealth Circular No. 029-2015 regarding PhilHealth’s Commitment to Ensure the Security of Members’ and their Dependents’ Personal Informal, Confidential Information shall include, but not limited to, protected health information; personal financial information; patient records or information gained from committee meetings; hospitals or facility visits during accreditation and investigation; inquiries from members; patients or other PhilHealth employees; member and their dependents’ personal and financial information including photographs and biometric identifies, 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, etc; 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.

- C. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
- a. was known by the RECEIVING PARTY prior to receiving the Confidential Information from the DISCLOSING PARTY;
  - b. becomes rightfully known to the RECEIVING PARTY from a third-Party source known by the RECEIVING PARTY to be under no obligation to DISCLOSING PARTY to maintain confidentiality;
  - c. is or becomes publicly available through no fault or failure to act by the RECEIVING PARTY in breach of the Agreement;
  - d. is required to be disclosed in a judicial or administrative proceeding, or otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
  - e. or has been independently developed by employees, consultants or agents of the RECEIVING PARTY without violation of the terms of this Agreement or reference or access to any Confidential Information.

**SECTION II. DISCLOSURE OF CONFIDENTIAL INFORMATION.** From time to time, the DISCLOSING PARTY may disclose Confidential Information to the RECEIVING PARTY. The RECEIVING PARTY will:

- A. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated transaction/relationship between the parties to which this Agreement relates, and only for that purpose;
- B. advise its Representatives of the proprietary nature of the Confidential Information and the obligations set forth in this Agreement and similarly strictly require such Representatives to keep the Confidential Information confidential;
- C. shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own proprietary/confidential information; and
- D. not disclose any Confidential Information received by it to any third parties without the DISCLOSING PARTY's consent or as otherwise provided for herein.

Each party shall be responsible for any breach of this Agreement by any of its/his Agents and/or Representatives.

**SECTION III. USE OF CONFIDENTIAL INFORMATION.** The RECEIVING PARTY agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the Parties and not for any purpose other than as authorized by this Agreement through a prior written consent of an authorized representative of the DISCLOSING PARTY. No other right or license is granted to the RECEIVING PARTY hereunder. Title to the Confidential Information shall remain solely in the DISCLOSING PARTY. All use of Confidential Information by the RECEIVING PARTY shall be for the benefit of the DISCLOSING PARTY and any modifications and improvements thereof by the RECEIVING PARTY shall be the sole property of the DISCLOSING PARTY.

**SECTION IV. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.** Notwithstanding anything in the foregoing to the contrary, the RECEIVING PARTY may disclose Confidential Information pursuant to any judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the RECEIVING PARTY promptly notifies, to the extent practicable, the DISCLOSING PARTY in writing of such demand for disclosure so that the DISCLOSING PARTY, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the RECEIVING PARTY's business (not targeted at DISCLOSING PARTY), the RECEIVING PARTY may promptly comply with such request provided the RECEIVING PARTY give (if permitted by such regulator) the DISCLOSING PARTY prompt notice of such disclosure

The RECEIVING PARTY agrees that it shall not oppose and shall cooperate with efforts, to the extent practicable, by the DISCLOSING PARTY with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the DISCLOSING PARTY is unable to obtain or does not seek a protective order and the RECEIVING PARTY is legally requested or required to disclose such Confidential Information disclosure may be made without liability.

**SECTION V. TERM.** This Agreement shall remain in effect commencing from the EFFECTIVE DATE as abovementioned, (subject to an extension for another term if the Parties are still discussing and considering the Transaction). Notwithstanding the foregoing, the Parties' duty to hold in confidence Confidential Information disclosed during the term of this Agreement shall remain in full force and effect indefinitely.

**SECTION VI. REMEDIES.** Both Parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the damages caused by unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the DISCLOSING PARTY shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder whether at law or in equity. DISCLOSING PARTY shall be entitled to recover its costs and fees, including reasonable attorneys' fees incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing

party shall be entitled to recover its reasonable attorneys' fees and expenses.

**SECTION VII. RETURN OF CONFIDENTIAL INFORMATION.** The RECEIVING PARTY shall immediately return and redeliver to the other party all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information derived therefrom and all other documents or materials ("Notes" and all copies of any of the foregoing including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image, data or word processing files either manually or by image capture) based on or including any Confidential Information in whatever form of storage or retrieval, upon the:

- A. completion or termination of the dealings between the parties contemplated hereunder;
- B. the termination of this Agreement; or
- C. at such time as the DISCLOSING PARTY may so request; provided however that the RECEIVING PARTY may retain such documents as is necessary to enable it to comply with its document retention policies. Alternatively, the RECEIVING PARTY, with the written consent of the DISCLOSING PARTY may (or in case of Notes, at the RECEIVING PARTY's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the RECEIVING PARTY supervising the destruction.

**SECTION VIII. NOTICE OF BREACH.** The RECEIVING PARTY shall notify the DISCLOSING PARTY immediately upon discovery of any unauthorized use or disclosure of Confidential Information by RECEIVING PARTY or its Representatives and/or third persons, or any other breach of this Agreement by RECEIVING PARTY or its Representatives, and will cooperate with efforts by the DISCLOSING PARTY to help the DISCLOSING PARTY regain possession of Confidential Information and prevent its further unauthorized use.

**SECTION IX. NO BINDING AGREEMENT FOR TRANSACTION.** The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that they each reserve the right in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the Parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

**NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the DISCLOSING PARTY. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other Party nor to other Party's representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

**SECTION X. MISCELLANEOUS AGREEMENT**

- A. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- B. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- C. Although the restriction contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- D. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- D. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from:
- a. developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
  - b. providing products or services to others who compete with the other.

E. Paragraph headings use in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**SECTION XI. NOTICES.** Any notice or communication required or permitted to be given by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by registered mail, postage prepaid, or recognized reputable overnight delivery services, in each case, to the address of the other party first indicated above (or such other address as may be furnished by a party in accordance with this paragraph).

All such notices or communications shall be deemed to have been given and received

- A. In case of personal delivery or electronic mail, on the date of such delivery
- B. In case of delivery thru a nationally recognized overnight carrier, on the third business day following dispatch; and
- C. In case of mailing, on the seventh business day following such mailing.

**SECTION XII. GOVERNING LAW.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Philippines applicable to contracts made and to be wholly performed within the said jurisdiction, without giving effect to any conflict of law provisions thereof. **Any dispute shall be referred to and finally resolved before a competent court of Bacoor City, Cavite for resolution, at the discretion of the suing party to the exclusion of all other courts.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Mutual Confidentiality and Non-Disclosure Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**PHILIPPINE HEALTH  
INSURANCE CORPORATION**  
By: \_\_\_\_\_

**DANILO M. REYNES, MD, MPA**  
*Regional Vice-President*

**CITY GOVERNMENT  
OF BACOOR**  
By: \_\_\_\_\_

**STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_,  
Series of 20\_\_\_\_

SIGNED IN THE PRESENCE OF

**<INSERT FULL NAME>**  
**<Position/Designation>**

**NATIVIDAD LUDWIG OPLE**  
*City Government Department Head I*  
HRDMD

DRAFT

**ACKNOWLEDGMENT**

Republic of the Philippines)  
City of Bacoor, Province of Cavite) S.S.

**BEFORE ME**, a Notary Public, for and in the City of Bacoor, Province of Cavite  
this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared the following:

FULL NAME	Government-Issued ID and ID/Nos.	Place and Date Issued
DANILO M. REYNES, MD, MPA		
STRIKE B. REVILLA		

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary acts as well as that of the entities represented.

This instrument consisting of \_\_\_\_\_ (\_\_\_\_) pages, including the page on which this Acknowledgement is written has been signed on the left margin of each and every page thereof by the parties, with my notarial seal.

**WITNESS MY HAND AND SEAL** on the date and place abovementioned.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023.

NOTARY PUBLIC

## LETTER OF COMMITMENT

Date: \_\_\_\_\_

**DANILO M. REYNES, MD, MPA**  
*Regional Vice President*  
PhilHealth Regional Office IVA  
Lucena City

Dear RVP Reynes,

I, the undersigned, in my capacity as City Mayor of the City Government of Bacoor, Province of Cavite hereby declare that the Local Government Unit of the City of Bacoor, Cavite commits to participate in the implementation of the National Health Insurance Program (NHIP) under the Universal Health Care (UHC) Act through the Group Enrollment Program and to undertake the following necessary steps to ensure successful implementation of the said Program:

1. Facilitate the registration of its proposed enrollees under the Group Enrollment Program;
2. Conduct regular Information and Education Campaign (IEC) to familiarize its enrollees on pertinent PhilHealth policies, benefits, availment process, and their corresponding rights and obligations under the program;
3. Remit the premium contributions of its enrollees in accordance with Section 10 of the UHC Act and pertinent policies of PhilHealth;
4. Assume sole responsibility in case it fails to remit to PhilHealth the prescribed premium contributions of their enrollees under the program; and
5. Sign a Mutual Non-Disclosure Agreement (MNDA) to protect confidential information that may be shared and obtained from this partnership.

Thank you.

Sincerely,

**STRIKE B. REVILLA**  
*City Mayor*  
City of Bacoor

Conforme:

**DANILO M. REYNES, MD, MPA**  
*Regional Vice President*  
PhilHealth