

DATA PRIVACY STATEMENT

The Tourism Promotions Board (“TPB”) values the confidentiality of personal data. This document details how TPB uses and protects personal data to obtain the consent of data subjects, following the Data Privacy Act of 2012 (“DPA”), its Implementing Rules and Regulations (“IRR”), issuances of the National Privacy Commission (“NPC”), and other relevant laws of the Philippines.

It shall be understood that the term “personal data” includes personal information, sensitive personal information, and privileged information. For the exact definitions, please refer to the text of the DPA here: <https://www.privacy.gov.ph/data-privacy-act/>.

By submitting an application for employment and participating in TPB’s recruitment and selection process, you are subject to the terms and conditions of the TPB’s Privacy Policy. Please read the Privacy Policy in its entirety and signify your acceptance and agreement to the same.

DATA PRIVACY POLICY AND CONSENT FORM

A. Processing of Personal Data

TPB will collect the personal data disclosed by the data subject through the electronic and paper documents submitted by the applicant.

This Data Privacy Consent Form is to secure the data subject’s consent to the general use, processing, and sharing of personal data by TPB, within the permitted use and purpose as contemplated in the Data Privacy Act, and as obtained in the course of the recruitment and selection process through the applicant’s submission of the required documents.

Personal data, which include personal information, will be collected, used, processed, stored, updated, disclosed, retained, or disposed of by TPB (i) for legitimate purposes and following the security standards required by the laws and (ii) to comply with the TPB’s internal policies and its reporting obligations to governmental authorities under applicable laws.

In particular, TPB will collect personal data to comply with the Civil Service Commission (“CSC”) regulations on recruitment, selection, appointment and other human resource actions in the civil service. The collected information is required by the CSC Personal Data Sheet (PDS) and other applicable civil service regulations. By accomplishing this form, TPB shall be allowed to use the information submitted to evaluate the qualifications of the applicants.

B. Sharing of Personal Data

As a general rule, TPB does not and will not share personal data with third parties except as (i) necessary for the proper execution of processes related to the declared purpose, or (ii) the use or disclosure is reasonably necessary, required, or authorized by or under law.

Should there arise a situation wherein the personal data collected will be shared to any third party/ies, TPB shall require adherence by said third party/ies to similar or comparable data protection standards as required by the DPA.

C. Protection of Personal Data

TPB has implemented technological, organizational, and physical security measures to protect personal data from any accidental or unlawful destruction, alteration, and disclosure and against any other unlawful processing. The personal data disclosed by the data subject may be accessed or processed only by authorized TPB personnel who hold such information under strict confidentiality.

TPB adopts reasonable physical/technical measures and uses safeguards, as follows:

- Use of secured servers and firewalls, encryption on computing devices;
- Restricted access only for qualified and authorized personnel; and
- Strict implementation of information security policies.

Any data security incident or breach that comes to TPB's knowledge will be recorded and reported as required by law. TPB will take all necessary and reasonable steps to address such an incident or breach and mitigate any adverse effect of such an incident or breach. If there is a strong suspicion that an incident affects the data subject's personal information, TPB will notify the data subject of such incident appropriately.

D. Storage of Personal Data

TPB stores personal data in both local and off-shore facilities, such as data centers (on premise and cloud) and physical document storage facilities. Personal data are retained only for as long as necessary. If the purpose/s has/have been served, the personal data collected will be disposed of or discarded following pertinent laws, rules and regulations.

E. Retention and Disposal

Personal or sensitive personal information shall be retained only for such period as necessary to serve the purpose for which it was collected or as required under any contract or by any law, rule, or regulation. Thereafter, it shall be disposed of in a secure manner that would prevent further processing, unauthorized access, or disclosure to any other party.

F. Rights of data subjects under the Data Privacy Act

Data subjects understand that he/she is given certain rights under the DPA, its IRR, and other NPC issuances, such as:

- Right to be informed;
- Right to object;
- Right to access;
- Right to rectify or correct erroneous data;
- Right to erase or block;
- Right to secure data portability;
- Right to indemnified for damages; and
- Right to file a complaint.

TPB's decisions to provide access, consider requests for correction or erasure, and address objection to process personal data as it appears in official records are always subject to applicable and relevant laws and/or the DPA, its IRR, and other issuances of the NPC.

G. Contact Information

Should you have any inquiries, feedback, and/or complaints, you may reach the Data Protection Officer ("DPO") through the following contact details:

TPB DATA PROTECTION OFFICER

Emmanuel A. Zarate
eman_zarate@tpb.gov.ph
8526-6877 / 8525-9318 loc. 218

CONSENT

I hereby acknowledge that I have read, understood and agree to the terms above.

I consent to the collection, generation, use, processing, storage and retention of personal data by TPB for the purpose/s described above.

I also authorize TPB to disclose my information to accredited/affiliated third parties or independent/non-affiliated third parties, whether local or foreign, when the use or disclosure is reasonably necessary, required or authorized by or under the law; and as necessary for the proper execution of processes related to the above-mentioned declared purposes.

Applicant's Printed Name and Signature

Date signed: _____

CONFIDENTIALITY UNDERTAKING

This Confidentiality Undertaking ("Undertaking") is executed in favor of the Tourism Promotions Board ("**DISCLOSING PARTY**") by _____ ("**RECEIVING PARTY**") in relation to the **RECEIVING PARTY'S** Application for Employment ("Transaction") wherein Confidential Information regarding and the **DISCLOSING PARTY** may be obtained by the **RECEIVING PARTY** in relation to the information and data involved in the Transaction.

By signing the non-disclosure of confidential information portion below, it is understood that the **RECEIVING PARTY** has read the Undertaking in its entirety and signified acceptance and agreement to the same.

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material, whether tangible/written or intangible/oral or electronic, not generally known to the public, which may cause damage or irreparable harm to the **DISCLOSING PARTY** and/or third parties, or has or could have value or other utility imparted by the **DISCLOSING PARTY** to the **RECEIVING PARTY** in the course of the implementation of the Transaction. In case of doubt, the **RECEIVING PARTY** shall treat the information as confidential.
2. Exclusions from Confidential Information. The obligations of the **RECEIVING PARTY** under this Agreement do not extend to information that is:
 - a. publicly known at the time of disclosure or becomes publicly known through no fault of the **RECEIVING PARTY**;
 - b. discovered by the **RECEIVING PARTY** before it was communicated by the **DISCLOSING PARTY**;
 - c. rightfully in the possession of the **RECEIVING PARTY** prior to this Agreement, as shown by written records; or
 - d. necessary to be alleged or obliged by law or proper government authority to be disclosed, in which case the **RECEIVING PARTY** shall timely notify the **DISCLOSING PARTY** of the circumstances under which such disclosure will be made, including the nature of the disclosure and the entity to which it is to be made.
3. Undertaking of the Receiving Party. The **RECEIVING PARTY** shall:
 - a. hold and maintain the Confidential Information acquired through the Transaction in the strictest confidence;
 - b. refrain from divulging Confidential Information to any other person; and
 - c. use the Confidential Information solely in connection with the current or contemplated business relation between the parties as provided in the Transaction, unless such other use is authorized in writing by the **DISCLOSING PARTY**.
4. Rights and Remedies Against Unauthorized Disclosure. The Parties similarly acknowledge that all Confidential Information is owned solely by the **DISCLOSING PARTY** and that unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Parties agree that the **DISCLOSING PARTY** shall have the

right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

5. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior subsequent rights.
6. Construction. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Republic of the Philippines, subject to the terms and conditions as set forth in this Agreement. Any violation of the provisions of this Agreement shall give cause for the **DISCLOSING PARTY** to proceed against the **RECEIVING PARTY** for appropriate action and/or remedies.
7. Duration. This Agreement shall survive the termination of the Transaction and the obligation of the **RECEIVING PARTY** to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer serves its purpose in furtherance of the objectives of the Transaction.
8. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in writing signed by all the Parties.
9. Venue. In the event of a dispute arising and/or resulting from this Agreement, it is expressly agreed that the venue thereof shall be exclusively in the proper courts of the City of Manila.
10. Separability Clause. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best effect the intent of the Parties.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- I was notified and made aware that disclosure of Confidential Information, known to me by reason of my application for employment and not made available to the public, may cause damage or irreparable harm to TPB and/or third parties and that I shall be responsible to TPB and/or these third parties should I commit such breach.

I fully understand that TPB shall be entitled to pursue any legally permissible remedy available against the undersigned and/or third parties, including but not limited to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information and payment of damages, in addition to any other legal remedies which may be available at law or in equity.

Receiving Party's Printed Name and Signature

Date signed: _____