DATA SHARING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **DATA SHARING AGREEMENT** (the "Agreement") is made and entered into on _____ in _____ by and between:

FIRST AVIATION ACADEMY, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal place of business at 9TH Floor, First Maritime Place, 7458 Bagtikan St. San Antonio Village, Makati City represented hereinafter referred to as the "**PERSONAL INFORMATION CONTROLLER**" and represented by our **GENERAL MANAGER**, Raoul S. Perez"

and

_____,Filipino Citizen, married/single and of legal age with residence at _____ _____ _____ and hereinafter referred to as the ""Agent"

(together, the "PARTIES");

WITNESSETH: That-

WHEREAS, the PARTIES have entered into a Memorandum of Agreement on _____ in _____.

WHEREAS, in order to give full force and effect to the provisions of the Memorandum of Agreement, the PERSONAL INFORMATION CONTROLLER is required to disclose and/or transfer to Agent certain personal data under the custody of the PERSONAL INFORMATION CONTROLLER.

WHEREAS, under Section 20(b)(2) of the Implementing Rules and Regulations of Republic Act No. 10173, data sharing for commercial purposes shall be covered by a data sharing agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, and for purposes of complying with the provisions of the Data Privacy Act of 2012, the PARTIES hereby agree and bind themselves as follows:

1. DEFINITION OF TERMS: As used herein, the following terms shall have the respective meanings hereafter set forth:

a. "Data sharing" shall mean the disclosure or transfer to a third party of personal information under the custody of a personal information controller or personal information processor. In the case of the latter, such disclosure or transfer must have been upon the instructions of the personal information controller concerned. The term excludes outsourcing, or the disclosure or transfer of personal data by a personal information controller to a personal information processor.

b. "Data Subject/s" shall mean an individual/s whose personal information is processed.

c. "Personal information" shall mean any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.

d. "Personal information processor" refers to any natural or juridical person qualified to act as such under this Act to whom a personal information controller may outsource the processing of personal data pertaining to a data subject.

e. "Privileged information" shall mean any and all forms of data which under the Rules of Court and other pertinent laws constitute privileged communication.

f. "Processing" refers to any operation or any set of operations performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

2. EFFECTIVITY: This Agreement shall have full force and effect upon transmittal of the PESRONAL INFORMATION CONTROLLER of any type of personal information in relation to the Data Subject acquired pursuant to the implementation of the Memorandum of Agreement.

3. DISCLOSURE: Notwithstanding the provision of the previous paragraph, the PERSONAL INFORMATION CONTROLLER, shall disclose to the Data Subject/s the following information prior to the collection and sharing of personal data to Agent:

a. Identity of the PERSONAL INFORMATION CONTROLLER or the personal information processors, if any, that will be given access to the personal information;

b. Purpose of data sharing;

c. Categories of personal information concerned;

d. Intended recipients or categories of recipients of the personal information;

e. Existence of the rights of Data Subject/s, including the right to access and correction, and the right to object; and

f. Other information that would sufficiently notify the Data Subject/s of the nature and extent of data sharing and the manner of processing.

4. CONSENT: The PERSONAL INFORMATION CONTROLLER shall obtain the consent of the Data Subject/s to the data sharing between the PARTIES.

5. GENERAL DATA PRIVACY AND DATA SHARING PRINCIPLES: The PARTIES adopt the general data privacy and data sharing principles declared in the Data Privacy Act of 2012 and its Implementing Rules and Regulations, and adhere to the principles of transparency, legitimate purpose, and proportionality in the processing of personal data under this Agreement.

6. SAFEGUARDS FOR DATA PRIVACY AND SECURITY: The PARTIES shall implement reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data that are subject to data sharing.

The PARTIES shall take steps to ensure that any person acting under their authority and who has access to personal data does not process them except only insofar as to give effect to the Memorandum of Agreement or as required by law.

The security measures shall aim to maintain the availability, integrity, and confidentiality of personal data and are intended for the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing. These measures shall be implemented to protect personal data against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration and contamination.

The PARTIES shall ensure that the said measures will enable them to comply with the guidelines for organizational security measures, physical security measures, and technical security measures, as provided in the Data Privacy Act of 2012, and its Implementing Rules and Regulations.

7. GOVERNING LAW: This Agreement is governed by the laws of the Philippines.

8. DISPUTE SETTLEMENT: Should it be necessary that an action be brought to enforce any of the terms of this Agreement, the same should be brought in the proper courts of _____ only, to the exclusion of all other courts.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands on the date and in the place first above-written.

FIRST AVIATION ACADEMY, INC.	NAME OF AGENT
Raoul S. Perez	
General Manager	

SIGNED IN THE PRESENCE OF:

_____   _____

*Please send the accomplished form via email to info@firstaviationacademy.com or by submitting it personally to 9F First Maritime Place, 7458 Bagtikan St. San Antonio Village, Makati City

ACKNOWLEDGMENT

Republic of the Philippines   )
) S.S.

       BEFORE ME, this _____ in _____, personally appeared the following:

Name	Government-issued ID

who were identified by me through their competent evidence of identity to be the same persons who executed the foregoing document. Further, the parties acknowledged to me that the same is their true and voluntary act and deed, and the true and voluntary act and deed of the entities they represent, after the same document has been interpreted to them by me in a language and dialect known to them.

       IN WITNESS WHEREOF, I have hereunto signed and affixed my notarial seal in the place and on the date first above written.

Doc. No.   ____;
Page No.   ____;
Book No.   ____;
Series of   ____.