

PERHATIAN!

1. Dokumen *Non-Disclosure Agreement* ini hanya digubal bagi tujuan **pembentangan** mana-mana produk/ciptaan penyelidik Universiti Teknikal Malaysia Melaka kepada pihak luar sahaja.
2. Kandungan *Non-Disclosure Agreement* ini **tidak boleh dipinda sama sekali walau dengan apa jua cara sekalipun** tanpa terlebih dahulu disemak oleh Pejabat ini.
3. Pihak Pejabat Penasihat Undang-Undang (“Pejabat”) **tidak akan bertanggungjawab** terhadap semua liabiliti, kerugian, tuntutan atau prosiding dari mana-mana pihak yang timbul akibat daripada kecuaiian atau kegagalan pihak penyelidik Universiti Teknikal Malaysia Melaka memaklumkan kepada Pejabat ini mengenai pindaan peruntukan-peruntukan di dalam *Non-Disclosure Agreement* ini.
4. Penerimaan dan pelaksanaan peruntukan-peruntukan di dalam *Non-Disclosure Agreement* ini adalah tertakluk kepada undang-undang, dasar, pekeliling, kaedah, peraturan, garis panduan dan arahan yang berkuat kuasa dari semasa ke semasa.
5. Pejabat ini pada bila-bila masa berhak meminda mana-mana atau keseluruhan peruntukan di dalam *Non-Disclosure Agreement* ini.

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT is made on this day of _____, 20 (hereinafter referred to as the "**Agreement**").

BETWEEN

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, a public university established pursuant to the provisions of the Universities and University Colleges Act 1971 of Hang Tuah Jaya, 76100 Durian Tunggal, Melaka (hereinafter referred to as "**UTeM**");

AND

.....
(_____), an entity incorporated under the laws of Malaysia and having its address at
.....
.....
(hereinafter referred to as " _____ ").

UTeM and _____ hereinafter may be referred individually or collectively as the "party" or "parties".

WHEREAS

- A. UTeM through its various research activities has invented _____ and _____ developed " _____ " (hereinafter referred to as the "**Invention**").
- B. The parties entering this Agreement in connection with the business proposal for the purpose of commercialising the Invention (hereinafter referred to as the "**Purpose**") and in the course of the Purpose, the parties has released and/or will be releasing proprietary and confidential information of a technical and/or commercial nature (Confidential Information).
- C. This Agreement is intended to bind the parties and prevent the parties from disclosing the Confidential Information as herein provided or from using the Confidential Information for reasons other than carrying out the Purpose and agree to hold such Confidential Information in the strictest confidence upon the terms and conditions as defined hereinafter.

THE PARTIES HEREBY AGREE as follows:

1.0 DEFINITIONS

In this Agreement, unless the context otherwise requires—

"**Confidential Information**" shall include (but is not be limited to):-

- (a) all information and documents related to intellectual property, trademarks, trade names, service marks, service names, logos, emblems, slogans, industrial designs, patents, copyrights, trade secrets, know how, products and inclusive of in the form of

photographs, video and/or CD filming, digital images, drawings, designs, CAD Data, financial, marketing, economics, commercial and strategic reports, information on territories of distribution, corporate and product information and all copies, reproductions, reprints and translations thereof, supplied by the Disclosing Party to the Receiving Party in connection with and in the course of the Purpose.

- (b) information and material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by either Party as confidential regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of this Agreement.
- (c) all of the above information disclosed in connection with the Purpose whether before or after the date of this Agreement.

"**Disclosing Party**" means the party disclosing the Confidential Information to the Receiving Party.

"**Receiving Party**" means the party receiving the Confidential Information.

2.0 NO RIGHTS GRANTED

Nothing contained in this Agreement shall be construed as granting or conferring on the Receiving Party any rights, by license or otherwise, to reproduce or use in any other manner any Confidential Information disclosed hereunder by the Disclosing Party or pertaining to the Purpose, except other than to enable the Receiving Party to carry out the process or evaluating the Purpose.

3.0 OWNERSHIP OF CONFIDENTIAL INFORMATION

3.1 The Confidential Information shall remain the exclusive property of the Disclosing Party and that the Receiving Party has no proprietary interest therein whatsoever. The Receiving Party agrees that the Confidential Information disclosed under this Agreement is being received subject to the Disclosing Party's ownership rights in such Confidential Information and further, subject to all relevant intellectual and proprietary rights of the Disclosing Party, including those arising under the relevant intellectual property laws.

3.2 The Receiving Party shall treat the Confidential Information as it would treat its own confidential information and shall not without the Disclosing Party's prior written consent, disclose, publish, use or in any way exploit or permit to be disclosed, published, used or exploited, all or any part of the Confidential Information in any way whatsoever to or for any third party(s), person, corporation including and without limitation through adaptation, redesign or modification of the Confidential Information or through any type of media. The Receiving Party shall undertake to prevent the

unauthorized disclosure, publication, use or exploitation of the Confidential Information.

4.0 INDEMNITY

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party against all costs, liabilities, losses and claims incurred by the Disclosing Party as a result of any breach of the terms of this Agreement.

5.0 REMEDIES

The Receiving Party acknowledges that in the event of a breach or threatened breach of any terms of this Agreement, damages may be inadequate means of redressing any loss or damage suffered by the Disclosing Party. Therefore the Disclosing Party at its sole discretion is entitled to seek any injunctive or other equitable form of relief it deems necessary in addition to any remedy at law.

6.0 ASSIGNMENT

Except with the prior written approval of the other party, neither Party shall assign or transfer the benefits or obligations of this Agreement or any part thereof.

7.0 SURVIVAL OF CONFIDENTIALITY OBLIGATION

The confidentiality obligation set forth herein shall survive the completion of the Purpose and shall remain binding for as long as Confidential Information has not become part of the public domain.

8.0 EFFECTIVE DATE AND DURATION

This Agreement shall be effective from the date of this Agreement (hereinafter referred to as "Effective Date") for a period of _____ (___) year(s).

9.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and any disputes arising out of or in connection to this Agreement shall be subjected to the jurisdiction of the courts of Malaysia.

10.0 FORCE MAJEURE

10.1 Neither party shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event, not within the control of the party affected, which that party is unable to prevent, avoid or remove, and shall include:-

- (a) war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, riot, insurrection, strike, revolution or usurped power.
- (b) acts of terrorism, sabotage or criminal damage, public disorders, insurrection, rebellion, sabotage, riots or violent demonstrations.
- (c) nuclear explosion, radioactive or chemical contamination or ionising radiation.

- (d) natural catastrophes including but not limited to earthquakes, drought, floods, tsunami and exceptionally inclement weather and subterranean spontaneous combustion.
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- (f) failure to obtain or renew any required approval in relation to the Concession, or the performance of obligations under this Agreement.
- (g) any event or circumstance of a nature analogous to any of the examples listed above.

10.2 If an Event of Force Majeure occurs by reason of which either party is unable to perform its obligations under this Agreement (or any part of them), that party shall inform the other party as soon as reasonably practicable of the occurrence of that Event of Force Majeure and shall take all reasonable measures to mitigate any delay or interruption to the performance of its obligations under this Agreement.

10.3 Following the occurrence of an Event of Force Majeure and prior to termination of this Agreement, each party shall continue to perform their respective obligations under this Agreement that can still be performed.

11.0 TERMINATION

11.1 Any party may terminate this Agreement for any reason whatsoever by giving thirty (30) days written notice to the other party.

11.2 Termination under this Agreement shall not affect the aggrieved party prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorised representatives on the day and year first written above.

Signed by _____
for and on behalf of UTeM Signed by _____

Name : _____ Name : _____

Position : _____ Position : _____

Witnessed by _____ Witnessed by _____

Name : _____ Name : _____

Position : _____ Position : _____