

## **Confidentiality and Non-Disclosure Agreement**

This Agreement is entered into on [insert date]

between

**XXXX** with its registered office at ....., Malaysia  
(hereinafter referred to as "XX")

and

**Universiti Teknologi MARA**, an institution of higher learning established under the Universiti Teknologi MARA Act 1976 [Act 173] and having its address at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns (hereinafter referred to as "UiTM")

XX and UiTM hereinafter together referred to as "the Parties" and individually as "the Party"..

For the purposes of this Agreement, each Party is willing to disclose its Confidential Information (the "Disclosing Party") to the other Party (the "Recipient").

In the course of dealings between XX and UiTM, UiTM may become aware of Confidential Information provided by XX and XX may become aware of Confidential Information provided by UiTM, for the purpose of evaluating the feasibility and potential benefits of collaboration between the Parties (the "Purpose").

Consequently, both the XX and UiTM wish to set forth the Recipient's obligations with respect to Confidential Information.

In consideration of the disclosure and business opportunities between the Parties, XX and UiTM agree:

### **1. Definition**

"Confidential Information" means all information relating to the past, present or future samples, extracts, products, inventions, techniques, designs, prototypes, processes, know-how, trade secrets, research and development, equipment, technical information, drawings, data, and so on which the Recipient receives from Disclosing Party relating to the Purpose excluding information:

a) in the public domain; b) previously known to the Recipient; c) which a party had already acquired prior to the day this Agreement is signed, as evidenced by documents; or d) received from a third party who received it while not under the obligation of a Confidentiality Agreement.

The onus is on the Recipient to supply sufficient documentary evidence, upon the Disclosing Party's request, to confirm that certain information is excluded from the definition of "Confidential Information" as stated above, failing which the said information shall be "Confidential Information" for the purpose of this Agreement.

Any Confidential Information disclosed by the Disclosing Party to the Recipient and entitled to protection hereunder shall be identified as such by an appropriate stamp or marking

(e.g. "Confidential" or "Proprietary") on each document exchanged, and if oral disclosure is made, such Confidential Information shall be so identified at the time of such disclosures and reduced to writing within twenty (20) days of such oral disclosure.

## **2. Proprietary Rights**

Disclosing Party considers all Confidential Information to be valuable and its sole property including any rights in trademarks, copyrights, industrial designs and patents. The disclosure of Confidential Information shall not grant any rights or license to it. All materials supplied containing Confidential Information and all copies of those materials remain the exclusive property of Disclosing Party.

Any and all improvements and changes to Disclosing Party's intellectual property, prompted by the disclosure of the Confidential Information or any other reason and regardless of origin, shall revert back to the Disclosing Party.

## **3. Parties' Obligations**

Upon receipt of Confidential Information, the Recipient will supply the same degree of care it applies to protecting its own information of a similar nature and in any event, not less than a reasonable degree of care which the Disclosing Party may expect having regard to the type of Confidential Information, to prevent the unauthorized use or disclosure of the Confidential Information. Other than as anticipated between the Parties, the Recipient will not otherwise utilize or exploit any Confidential Information for any reason. The Recipient will not disclose or release any Confidential Information to any unauthorized person(s), for any purpose without prior written consent of Disclosing Party. Unauthorized use or disclosure of Confidential Information will be to Disclosing Party's detriment. In the event of an unauthorized disclosure, the Recipient hereby agrees that Disclosing Party is entitled to injunctive relief, to the extent allowed by the laws of Malaysia, and has not waived any other remedy available.

Disclosure by the Recipient of the Confidential Information which is required by law or government requirement or legal regulations shall not be construed to be a breach of this Agreement provided however that the Disclosing Party shall be first informed before such disclosure.

The Recipient will not take or cause to be taken any physical forms of Confidential Information (nor make copies of same) without the Disclosing Party's written permission.

## **4. Term and Termination**

This Agreement is effective as of the date listed above and shall remain in effect for a period of five (5) years or until the Confidential Information has lawfully entered the public domain, whichever comes sooner.

## **5. Notices**

Any notice required or permitted to be given hereunder to either party shall be in writing, and shall be sufficient if it is: a) delivered personally to such party by prepaid courier; or b) transmitted by a facsimile machine and followed up by mail.

In the case of XX, notice should be given to -  
Address:

Telefax No.:

For the Attention of:

In the case of [abbreviation of the company], notice should be given to:

**Universiti Teknologi Mara**

Address:

Telefax No.:

For the Attention of:

## **6. General**

This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior written and oral communications and agreements relating to the subject matter hereof.

No modification, extension or renewal of any provision of the Agreement shall be effective unless in writing and signed by an authorized representative of both Parties.

Should any provision of this Agreement be deemed invalid by a court of competent jurisdiction, all other provisions will remain in effect.

Failure by a party to exercise any of its rights shall not be a waiver or forfeiture of such rights. No waiver of any provision of this Agreement shall be deemed to be a waiver of any provision of this Agreement. No waiver is to be interpreted as continuing.

This Agreement shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of laws principles, and shall be subject to the jurisdiction of Malaysian Courts.

Neither party may assign or transfer the Agreement without the prior written consent of the other party.

XX and UiTM are independent contractors and neither is, nor shall be considered to be, an agent, distributor or representative of the other for any purpose whatsoever. Notwithstanding the above, in the event XX desires to seek intellectual property registration, UiTM agrees to cooperate as appropriate and to the extent allowed by law.

All provisions of this Agreement are reciprocal to Disclosing Party and the Recipient.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**XXXX**

**Universiti Teknologi MARA**

.....  
Signature

By:

Title:

Date:

In the presence of

.....  
Signature

By:

Title:

Date:

.....  
Signature

By:

Title:

Date:

In the presence of

.....  
Signature

By:

Title:

Date: