

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the “Agreement”) is made on **date** between **Universiti Putra Malaysia**, a University established under the Universities and University Colleges Act, 1971 and having its address at 43400 Serdang, Selangor Darul Ehsan (referred to as “UPM”) and **Name of chairman/examiner** [IC/Passport No.] whose address is at **Faculty/Institute, UPM** (referred to as “the Examiner”). UPM and the Examiner hereinafter referred to as “the thesis” may be referred to as “Party” and jointly referred to as the “Parties” in this document.

WHEREAS

- A. UPM has requested that a **Masters/PhD** thesis entitled **title of thesis** (hereinafter referred to as “the thesis”) written by **name of student** (hereinafter referred to as “the student”) to be examined by the Examiner for the purpose of academic assessment and evaluation as part of the requirements of the graduate programme of UPM in which the student named above is enrolled; and
- B. The Examiner conceded to UPM request for such examination.

BOTH PARTIES HAVE NOW AGREED AS FOLLOWS:

1. Definition of Confidential Information

“Confidential Information” means the whole content of the thesis including any annexure, schedule, table to the thesis and any or part of confidential or proprietary information, know-how, techniques, and specifications including relevant records, data, book or report, trade secret, and technology which is made known or made available by UPM to the Examiner. Such disclosure shall be for the purpose of academic assessment and evaluation as part of the requirements of the graduate program enrolled by the student, whether or not such information is labelled in writing as confidential or proprietary.

2. Usage and Nondisclosure of Confidential Information

- (a) The Examiner agrees not to use any confidential information disclosed to him by UPM for any purpose other than to assess and evaluate the thesis and to write report pertaining to the thesis.

- (b) The Examiner agrees to take all actions necessary to protect the confidentiality of the confidential information, including without limitation, implementing and enforcing operating procedures to minimise the possibility of unauthorised use or copying of the confidential information. Without limiting the foregoing, the Examiner further agrees to utilise the same degree of care, to avoid unauthorised disclosure or use of the confidential information of the discloser that the Examiner would normally use with respect to its own confidential information.
- (c) Nothing in this Agreement shall be construed to preclude the Examiner from using, marketing, licensing, and/or selling any independently developed technology, product or other intellectual property that is similar or related to the confidential information disclosed hereunder.
- (d) Notwithstanding the above, the Examiner shall have no liability to UPM with regard to any confidential information that:
 - (i) was in the public domain at the time it was disclosed by UPM or has entered the public domain through no fault of either Party;
 - (ii) was known to both parties at the time of disclosure; or
 - (iii) is disclosed with the written prior approval of the UPM.

3. Return of the thesis and other confidential information

- (a) Upon written request from UPM, the Examiner shall return the thesis and other confidential information provided by UPM to the Examiner either in written or other tangible form to UPM, and the Examiner shall destroy all copies of the thesis and other confidential information in his possession and certify in writing to the UPM that it has destroyed all copies made of the thesis and other confidential information. Such certification shall be delivered within five (5) days of the UPM.
- (b) Notwithstanding the return of the thesis and other confidential information to UPM in accordance to subparagraph 3(a), the Examiner shall not disclose the confidential information for a period of seven years proceeding after the expiration of this agreement.

4. Term of the agreement

This agreement shall come into force on the date first mentioned above and shall continue to be in force for a period of ten years.

5. Governing Law

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Malaysia.

IN WITNESS WHEREOF the parties have set their hands on the date set out above:

SIGNED BY }
For and on behalf of }
UNIVERSITI PUTRA MALAYSIA }

Deputy Vice Chancellor
(Research & Innovation)

in the presence of:

.....

Witness:
Name:
IC No.:
Designation:

SIGNED BY

.....

(Name of chairman/examiner)

in the presence of:

.....

Witness:
Name:
IC No.: