**MUTUAL NON-DISCLOSURE AGREEMENT**

This **Non-Disclosure Agreement** (“**Agreement**”) is made on 17th day of September 2018 by and between:

1. **NATIONAL UNIVERSITY OF SINGAPORE (NUS)**, (Company registration number: 200604346E), a public company limited by guarantee incorporated in Singapore with its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its  **Institute of Systems Science (ISS) at 25 Heng Mui Keng Terrace, Singapore**; and
2. **Final Year Project Team and individual student members (FYP TEAM)**

NUS and FYP TEAM shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

1. The Parties wish to [work on an ISS/NUS project as student members’ final year project] (the “**Purpose**”).
2. The Parties now wish to enter into this Agreement to regulate how Confidential Information is to be treated while they are in possession or in control of Confidential Information of the other Party on the terms and conditions as set out herein.

In consideration of the premises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. **DEFINITIONS**

Unless specifically defined in this Agreement or unless the context requires otherwise, the following terms shall have the following meanings:

1. “**Affiliate**” means any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, a Party. For the purpose of this definition, “**Control**” means possession, direct or indirect, of the power to direct the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise. “**Controlled by**” and “**under common Control**” are construed accordingly.
2. “**Confidential Information**” means all personal data (as defined in the Personal Data Protection Act 2012, hereinafter the “**PDPA**”), information, whether written, oral, pictorial or in other tangible form including prototypes and samples that is disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose which currently is or which in the future may be identified by the Disclosing Party as proprietary or confidential and includes, without limitation, all information which by its nature the Receiving Party knew or should have reasonably known was or would be proprietary or confidential. Information disclosed orally, visually or in intangible form, and identified as confidential at the time of such disclosure shall be considered Confidential Information.
3. “**Disclosing Party**” means the Party who discloses that piece of Confidential Information, whether inadvertently or not.
4. “**Receiving Party**” means the Party who is in receipt of that piece of Confidential Information.
5. “**Representatives**” means directors, officers, employees, agents, subcontractors, students and professional advisors of such Party and such Party’s Affiliates.
6. **Rights and Obligations**
7. The Disclosing Party shall have sole discretion to decide which Confidential Information it discloses to Receiving Party for use in connection with the Purpose.
8. The Receiving Party shall use the same degree of precaution (but in no event less than a reasonable degree of care) as it would use to protect its own confidential or proprietary information of like importance to maintain the confidentiality, and prevent unauthorised use or disclosure of Confidential Information of the Disclosing Party.
9. The Receiving Party shall not use, adapt or reproduce the Confidential Information, in whole or in part, for any purpose except for the Purpose only.
10. The Receiving Party shall hold and keep in confidence any and all Confidential Information and not disclose such Confidential Information or any part thereof to any third party without the Disclosing Party’s prior written approval except:
11. to its Representatives strictly on a “need to know” basis, and who are bound by obligations of confidentiality; or
12. in the event that the Receiving Party is obligated or requested to disclose any Confidential Information as a result of a court order or by any governmental or regulatory authority, provided that the Receiving Party, if it is not legally or by such order prohibited from so doing, promptly notifies the Disclosing Party of any such requirement and cooperates with the Disclosing Party to limit such disclosure.
13. The Receiving Party shall procure that each Representative strictly complies with all of the Receiving Party’s obligations under this Agreement as if those obligations were imposed on that person. The Receiving Party shall be responsible for any unauthorised use or disclosure of any Confidential Information of Disclosing Party by any of its Representatives.
14. The Receiving Party shall comply with the PDPA and all subsidiary legislation related thereto (collectively the “**Data Protection Legislation**”) with regard to any and all personal data that it receives from the Disclosing Party.
15. The Receiving Party’s obligations contained herein shall not apply to information which:
16. is already in the possession of or known to the Receiving Party or its Representatives prior to disclosure to the Receiving Party by the Disclosing Party;
17. is or becomes part of the public domain through no fault or breach of this Agreement by the Receiving Party or its Representatives;
18. is received by the Receiving Party from a third party who is not under, or in breach of, any obligation of confidentiality in disclosing the same; or
19. is independently developed by Receiving Party whether on its own or jointly with a third party(ies) without use of or reference to the Confidential Information.
20. Each Party may disclose the existence but not the terms of this Agreement.
21. **No Grant of Rights.** The Receiving Party acknowledges that the Confidential Information is the confidential and proprietary information and property of the Disclosing Party and that other than the right of use granted under **Clause 2**, the Receiving Party acquires no other rights in the Confidential Information disclosed to it by Disclosing Party or otherwise. Nothing herein shall be construed as granting to the Receiving Party, expressly or by implication, any right or license to or vesting any interest in the Receiving Party in relation to the Confidential Information. In particular, the Receiving Party shall not file any patent application containing any claim to any subject matter derived from the Confidential Information of the Disclosing Party.
22. **Term and Termination**. This Agreement is effective from the date first written above (the “**Effective Date**”) and shall stay in force for a period of six (6) months thereafter unless terminated by a Party giving the other Party written notice of one (1) month (the “**Term**”). The obligations under **Clause 2** survive for three (3) years from the date of expiry or earlier termination of this Agreement.
23. **Publicity.** Each Party shall not, and shall procure that its Representatives shall not, publish any news releases, publicity, advertisements or marketing materials, or make any references, statements, announcements or denial or confirmation in any medium concerning all or any part of the discussions under this Agreement, including without limitation the existence of this Agreement, without the prior written approval of the other Party.
24. **No Further Obligations.** Neither this Agreement nor disclosure of any Confidential Information shall be construed as creating any obligation on either Party (i) to furnish information to the other Party or (ii) to enter into any other agreement or transaction with the other Party. Each Party reserves the right to, in its sole discretion, terminate discussions with the other Party at any time.
25. **Representations and Warranties.** The Disclosing Party makes no representation and provides no warranties under this Agreement, whether express or implied, with respect to the Confidential Information. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY “AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. In addition, the Disclosing Party shall not be liable for any indirect, special, incidental or consequential damage or loss arising from any use of the Confidential Information by the Receiving Party even if the Disclosing Party has been advised of the possibility of such damage or loss.
26. **Remedies.** The Receiving Party acknowledges and agrees that, in the event of any breach of this Agreement, legal remedies would be inadequate for Disclosing Party, who therefore shall be entitled to apply for appropriate equitable remedies, in addition to any other remedies which it may have at law.
27. **Notices.** Unless otherwise agreed, any notice or written communication (collectively referred to as the “**Notices**”) from either Party to each other pursuant to the terms of this Agreement or in connection with this Agreement shall be in the English language and shall be sent or delivered to the respective address, facsimile number or electronic mail address specified below (or to such other addresses, facsimile number or electronic mail address as the intended recipient shall notify the other Party in writing):

**If to NUS**

Attention: Mr. GU ZHAN / Lecturer & Consultant

Address: Institute of Systems Science, 25 Heng Mui Keng Terrace, Singapore 119615

Email: [zhan.gu@nus.edu.sg](mailto:zhan.gu@nus.edu.sg)

Facsimile: 65-9011-2860

**If to FYP TEAM**

Attention:

Address: Institute of Systems Science, 25 Heng Mui Keng Terrace, Singapore 119615

Email:

Facsimile:

All Notices shall be deemed received:

1. in the case of hand delivery, on the day of delivery;
2. in the case of sending by prepaid post:
3. where posted in the country of the addressee, on the third (3rd) business day following the day of posting; and
4. where posted in any other country, on the seventh (7th) business day following the day of posting; or
5. in the case of registered post, upon written acknowledgment of receipt by the receiving party;
6. in the case of email or facsimile, upon completion of successful transmission, on the same business day if sent during normal business hours, or on the following business day if sent after normal business hours.
7. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of Singapore and subject to **Clause 11**, the Parties submit to the jurisdiction of the courts in Singapore.
8. **Arbitration.** Any dispute arising from or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be referred to the authorised representatives of the Parties for amicable settlement. Any dispute which cannot be resolved by amicable discussions within thirty (30) days of referral shall be submitted to the Presidents of the respective Parties or their nominees for resolution. If the Parties fail to resolve such dispute through good faith negotiations, such dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (the “**SIAC**”) in accordance with the Arbitration Rules of the SIAC (the “**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. Nothing in this Clause shall preclude a Party from resorting to any court of competent jurisdiction for interim or interlocutory injunctive relief.
9. **Miscellaneous.**
10. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof.
11. No Agency or Partnership. This Agreement does not create any agency or partnership relationship between the Parties.
12. Use of Name or Marks. Neither Party may use the name, or any proprietary marks, of the other Party without the other Party’s prior written approval.
13. Amendments. Any amendment to this Agreement must be made in writing and duly signed by the authorised representative of the Parties.
14. Severance. A court or administrative body of competent jurisdiction’s determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement, which shall remain in full force and effect. Parties agree to substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves similar effect as the invalid or unenforceable provision.
15. No Waiver. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or other default or breach by such other Party. A waiver must be specific, irrevocable and in writing, to be effective. A Party’s failure or delay in exercising any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict such Party from any further exercise of that or any other right or remedy.
16. Rights of Third Parties. A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce any term of this Agreement.
17. Counterparts. This Agreement is executable in counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement PROVIDED THAT this Agreement shall be of no force and effect until all counterparts are exchanged.
18. Electronic Execution. This Agreement and any counterparts may be executed electronically whether by facsimile or by emailed portable document format (“**PDF**”) document (or other mutually agreeable document format) and such electronic version shall be treated as an original.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first above written.

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| For and on behalf of:  **NATIONAL UNIVERSITY OF SINGAPORE** |  | For and on behalf of:  **Final Year Project Team** |
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| Signature of |  | Signatures of |
| Name: Mr. GU ZHAN  Designation: Lecture & Consultant,  For and on behalf of National University of Singapore acting through its Institute of Systems Science |  | Name :  Matriculation No. :  Name :  Matriculation No. :  Name :  Matriculation No. :  Name :  Matriculation No. : |
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