**ANNEX D**

**SAMPLE NON-DISCLOSURE AGREEMENT**

**(To print on Discloser’s letterhead)**

**Non Disclosure Agreement**

This Agreement is entered into on [] by and between <Name, IC number> (hereinafter "Recipient") and **Company’s Name** (Company Registration No. ), of [Company Address] (hereinafter "Discloser").

WHEREAS Recipient is a student of the Business Analytics Programme with SIM University and is required to undertake a student project known as [] (hereinafter “Student Project”);

WHEREAS Discloser possesses certain confidential and/or proprietary data, material and information (hereinafter “Confidential Information”) that is relevant to the Recipient’s Student Project; and

WHEREAS the Discloser is willing to disclose and Recipient is willing to receive the Confidential Information pursuant to the terms of this Agreement for the purpose of the Student Project;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose to Receiver the Confidential Information solely for purposes of the Student Project. Receiver agrees and undertakes that the Confidential Information shall only be used, reproduced, transmitted or distributed solely for purposes of the Student Project and for no other purpose.

2. Confidentiality.

2.1 No Unauthorised Use. Recipient agrees not to use, reproduce, transmit or distribute the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than person(s) having a need for disclosure in connection with Recipient's Student Project. ANL488 BUSINESS ANALYTICS APPLIED PROJECT COURSE HANDBOOK Version dated 18 May 2017

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. The obligations of confidentiality under clause 2 shall not apply to information that:

3.1 Was known to Recipient prior to receiving any of the Confidential Information from Discloser;

3.2 Has become publicly known, after disclosure by Discloser, through no wrongful act of Recipient;

3.3 Was received by Recipient from a third party who is not subject to any restriction as to the use and disclosure of the information; or

3.4 Was independently developed by Recipient without use of the Confidential Information.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing subject to the provisions of clause 3.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

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Name and Signature of Recipient

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Name and Signature of Discloser

Designation

Company Stamp