



UNIVERSITI MALAYSIA PAHANG

(NON-DISCLOSURE AGREEMENT)

THIS AGREEMENT is effective this _____ day of _____ between Universiti Malaysia Pahang, (hereinafter UMP) and _____ (hereinafter Recipient).

WHEREAS, UMP has certain confidential information relating to the subject area of research, including but not limited to methods of _____ which it desires to disclose to the Recipient and the Recipient is willing to accept such information in confidence, and as limited herein.

NOW THEREFORE, the parties agree as follows: z a

1. “Confidential Information” is defined as any information disclosed for development purpose, to the Recipient by UMP orally, in writing, or by other media, which relates to the above-identified subject area, and which is clearly identified at the time of disclosure as being confidential or proprietary.
2. Unless otherwise expressly authorized by UMP, the Recipient agrees to retain the “Confidential Information” in confidence for a period of three years from the date of receipt of the “Confidential Information” and not to disclose the “Confidential Information” to any third party during such period and not use the “Confidential Information” for any purpose other than the aforesaid purposes. The recipient further agrees to use the same degree of care as it would with respect to its own “Confidential Information” but in no event shall the Recipient use less than a reasonable degree of care, with respect to any “Confidential Information” which it receives under this Agreement.
3. The Recipient shall use its best efforts to limit dissemination of the “Confidential Information” to others who have a need to know the “Confidential Information” in the performance of their duties for the aforesaid purposes.
4. Notwithstanding any other provision of this Agreement, UMP acknowledges that the “Confidential Information” shall not include any information which:-

- (a) Is or become publicly known through no fault of the Recipient, or
 - (b) Is already known to the Recipient at the time of disclosure, as evidenced by Written documents: or
 - (c) Is rightfully received by the recipient from a third party without breach of this Agreement; or
 - (d) Is furnished to a third party by UMP without a similar restriction on the third party's rights: or
 - (e) Is explicitly approved for release, by written authorization of UMP
5. No License, express or implied, in the "Confidential Information" is granted to the Recipient other than to use the information in the manner and to the extent authorized by this Agreement.
 6. The Recipient agrees to return to UMP upon request, the devices, the graphics, writing and information in other tangible forms containing any of the "confidential Information" referred to in paragraph I and any copies of the "Confidential Information"
 7. The Recipient acknowledges that it is not prohibited by the Research Authorization Office of Malaysia from receiving technical information, know-how, data or other information and the Recipient agrees not to export such information, or products incorporating such information, to any prohibited country as now or later designated by Malaysia.
 8. The validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement shall be governed by and construed in accordance with the law of Malaysia. If any provision of this Agreement or the application of such provision is invalid under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.
 9. The existence of this Agreement and/or the nature of the research conducted between UMP and the Recipient shall not be disclosed at any time by the Recipient without the prior written permission of UMP.
 10. This Agreement embodies the entire understanding of the parties with respect to the subject matter contained herein and shall supersede all previous communications, representations or understandings, or agreements either oral or written, between the parties relating to the subject matter hereof. No amendment

or modification of this Agreement shall be valid or binding upon the parties unless signed by their respective, duty authorized officers, attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duty authorized representatives.

Signed by the recipient



(Signature of the Recipient)

Name: _____

I.C./Passport No.: _____

In the presence of

Name of Witness :

I.C. No :

Occupation :

Address :

(Signature of Witness)

Signed by the said



(Research Project Coordinator)

Name: _____

I.C./Passport No.: _____

In the presence of

Name of Witness :

I.C. No :

Occupation :

Address :

(Signature of Witness)

Signed by
and on behalf
of the Universiti
Malaysia Pahang



Assistant Registrar
(Research & Innovations)

Name: _____

I.C No.: _____

In the presence of

Name of Witness :

I.C. No :

Occupation :

Address :

(Signature of Witness)

