



## NON-DISCLOSURE AGREEMENT

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*This agreement is to be signed by all graduate students who have registered as a part-time or full time candidate, pursuing either a Master or PhD degree at Universiti Malaysia Sarawak, and to all Internal and External Examiners of Research Papers and Theses of Universiti Malaysia Sarawak.*

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_ by and between

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*(name of either the graduate student, Internal or External Examiners)*

with offices at \_\_\_\_\_  
*(Faculty, University)*

(hereinafter referred to as the "Recipient") and Universiti Malaysia Sarawak, with offices at Kota Samarahan, Sarawak (hereinafter referred to as the "University").

WHEREAS the University possesses certain ideas and information relating to

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*(title of thesis or research paper)*

that is confidential and proprietary to the University (hereinafter referred to as the "Confidential Information");

and

WHEREAS the Recipient is willing to receive the disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of

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*(Research or Examination of Thesis)*

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

1. **Disclosure.** The University agrees to disclose, and Receiver agrees to receive the Confidential Information.

**2. Confidentiality.**

- 2.1 No Use. Recipient agrees not to use 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 Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
- 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.** Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to the Recipient prior to receiving any of the Confidential Information from the University;
- (b) has become publicly known through no wrongful act of the University;
- (c) was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by the Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

**4. Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of the University, and that the University may use such Confidential Information for any purpose without obligation to Recipient. 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 until the Confidential Information disclosed to the Recipient is no longer confidential.

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

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

<b>UNIVERSITY</b>	<b>RECIPIENT (Student)</b>
Signature	Signature
Name :	Name :
I/C or Passport No:	I/C or Passport No:
Position:	Position:
Date:	Date:

<b>WITNESS for the said University</b>	<b>WITNESS for the said Recipient (Main Supervisor)</b>
Signature	Signature
Name :	Name :
I/C or Passport No:	I/C or Passport No:
Position:	Position:
Date:	Date: