OPEN TENDER FOR
THE SUPPLY, DESIGN, DEVELOPMENT, TEST, IMPLEMENTATION AND
MAINTENANCE OF AN E-LEARNING INTEGRATED SYSTEM (ELIS)
FOR THE SINGAPORE MANAGEMENT UNIVERSITY
Non Disclosure Agreement

This agreement is made this _____ (“Effective Date”) between Singapore Management University (“SMU”) of 81 Victoria Street, Singapore 188065, and _____________________________________________________________ (“Contractor”) of <address> ______________________________________ _______________________
hereinafter referred individually as “a Party” or collectively as “The Parties”.

The purpose of this agreement is for Tender No. SMU/SIS/OT/001/2013 : “Open Tender for the Supply, Design, Development, Test, Implementation and Maintenance of an E-learning Integrated System (ELIS) for Singapore Management University”.

SMU is selecting the Contractor for such Services and the Contractor is willing to provide such Services to SMU.

THE PARTIES AGREE as follows:

1. The Contractor acknowledges that SMU operates in a highly competitive industry and that any and all information relating to the Tender, if disclosed (whether directly or indirectly) to a third party without the express authorization of SMU would have a detrimental effect on the business of SMU. In consideration of being made privy to the Confidential Information, the Contractor hereby agrees to observe and be bound by the terms of this Agreement.

2. In this Agreement, “Confidential Information” shall include but is not limited to information, knowledge or data, howsoever disclosed including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature which is not in the public domain and in which SMU has a business, proprietary or ownership interest or has a legal duty to protect, which SMU considers to be confidential and which is identified by SMU as confidential.

3. The Contractor hereby agrees to use the Confidential Information only for the purpose of the Tender and hereby undertakes that the Confidential Information shall only be disclosed to those of its employees, officers and such other persons engaged by the Contractor who have a need-to-know for the purpose of evaluating or developing the Tender.

4. The Contractor further agrees to keep the Confidential Information in strictest confidence and treat with the same degree of care it extends to its own Confidential Information and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Tender.

5. The Contractor shall cause its agents, consultants and contractors involved in the Tender to observe or be similarly bound by the terms of this Agreement. The Contractor, as principal party, shall be responsible and held liable for any breach of Non-disclosure by any of its agents, consultants and contractors.

6. The Contractor expressly understands that the Confidential Information disclosed by them under this Agreement is of a commercially valuable and highly sensitive nature. In the event that SMU discovers that the Contractor, its agents, consultants or contractors (whether individually or collectively) has made or makes or intends to make or causes to be made any unauthorized disclosure of the Confidential Information, SMU will be entitled to take out an
injunction against any such party to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, SMU will be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.

7. The provisions of this Agreement shall not apply to:
   a) Information which at the time of disclosure is in the public domain.
   b) Information which after disclosure becomes part of the public domain other than in breach of this Agreement.
   c) Information which was known to the Contractor prior to receipt from SMU provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by SMU.
   d) Information which has been independently developed or obtained by the Contractor or obtained by the Contractor from a third party other than in breach by either of them of their respective obligations to maintain confidentiality.
   e) Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the Contractor shall promptly notify SMU of such requirements and shall use its best efforts to limit the scope of the use or disclosure.
   f) Confidential Information which is disclosed to third parties with the prior written consent of SMU.

8. The Parties understand that SMU does not have any obligation to provide Confidential Information to the Contractor, that SMU does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that SMU shall not be liable to the Contractor for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties in respect of the Tender.

9. Upon termination of this Agreement for whatever reason and irrespective of whichever Party initiated the termination, the Contractor shall not make further use of the Confidential Information and shall return all of the Confidential Information to SMU, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of SMU and certify the same have been destroyed.

10. SMU may, at any time during the course of the Tender, direct the Contractor to return the Confidential Information to SMU, or part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Contractor shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof to SMU. If the requested Confidential Information are still required by the Contractor to perform their Services for the Tender, then in such event, both Parties shall endeavour to obtain alternative information from other sources so that the Contractor can proceed with the performance of their Services but the Contractor shall not be held responsible for the quality of such Services rendered.

11. Unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all patents, patent applications, copyrights, design rights, trademarks or such other proprietary rights, belonging to the respective Parties shall remain vested in the Party concerned.

12. Neither Party shall assign its benefits, rights and obligations under this Agreement to any
third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party.

13. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.

14. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

15. This Agreement shall come into effect on the Effective Date and shall remain effective until completion of the Services provided by the Contractor and for a period of two (2) years immediately thereafter.

SIGNED

For and on behalf of

Singapore Management University

Signature:

SIGNED

For and on behalf of

Company Name:

Authorized Signature:

Name:

Job Title:

Company Stamp:

Name:

Job Title:

Company Stamp: