

BORANG PERJANJIAN KERAHSIAAN



NON-DISCLOSURE AGREEMENT

This agreement is by and between (Student's Name) (Student's I/C No) and having his/her address at (please insert address) (hereinafter referred to as "Student") and Universiti Putra Malaysia, a higher institute of learning established in Malaysia and governed by the University and College University Act 1971 and having an address at 43400 Serdang, Selangor (hereinafter referred to as "UPM").

WHEREBY IT IS AGREED as follows:

Whereas:

- a. The Student is desirous of entering into industrial training at (*insert Company's Name*);
- b. UPM has no objection to the student undergoing the industrial training at (*insert Company's Name*); and

The student hereby agrees that:

1. The Student shall hold Confidential Information in confidence and shall not disclose the same to others, or use the same except for purposes of this Agreement, without the written consent of UPM and the said company.
2. Confidential Information is any written or oral information which is proprietary to UPM and or to the said company including know-how, technique, and specification of a characters regarded by UPM or the said company as the case may be, as confidential but shall not include any information that Student can show:
 - (a) was in the public domain prior its disclosure to, or thereafter comes into the public domain without the fault or breach of any confidentiality obligation by the Student; or
 - (b) was known by any third party prior to disclosure; or
 - (c) was disclosed to by a third party not in violation of any obligation of confidentiality to the Student; or
 - (d) is independently developed by any third party; or

(e) the Student is required to disclose pursuant to the lawful order of a court or governmental agency, provided that The Student shall notify UPM and the said company of the order, and if requested, shall reasonably cooperate with UPM and the said company in attempting to legally prevent the required disclosure. Any combination of known information shall be within any of the foregoing exclusions only if the combination as such is within such exclusion.

3. The Student agrees that all information, including drawings, designs, specifications, formulations, flow sheets, sketches, descriptions, data, samples and other material pertaining to Confidential Information and obtained from or through UPM or the said company shall remain the property of UPM or the said company respectively. The Student agrees to return all Confidential Information and all copies thereof, at the request of UPM or the said company.
4. No right or license is granted hereby to The Student, expressly or by implication, with respect to the Confidential Information or under any patent, patent application or other proprietary right of UPM or the said company, notwithstanding the expiration of the confidentiality obligations of this Agreement.
5. The Student further agrees that during the industrial training at the said company, the student shall at all times observe his/her demeanors and shall not conduct himself/herself in any manner prejudicial to the interest, well-being good name of UPM or conduct himself/herself against public order, safety or security, morality, decency or disciplines.
6. This Agreement shall be governed by and construed in accordance with the Malaysia Law. IN WITNESS WHEREOF, each of the parties has caused the Agreement to be signed by its duly authorized representative.

If to UPM:-

(office in charge of this NDA)
Universiti Putra Malaysia
43400 Serdang
Selangor Darul Ehsan
(Attn : person in charge)
Tel:
Fax:
Email:

Witness by:

If to Student:-

Name:
IC No.:
Address:
Tel:
Fax:
Email: