

# NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_ 2021 (hereinafter, the "Effective Date") by and between:

- I. **Mosque-Madrasah-Wakaf Shared Services** (Unique Entity Number or UEN: T09MQ0002K, Entity Type: Mosques registered under the **Majlis Ugama Islam Singapura**) with its registered office at 20 Joo Chiat Road, #04-01 Singapore (427357) (hereinafter referred to as the "Disclosing Party"); and
- II. \_\_\_\_\_ (Company Registration: \_\_\_\_\_), having its address at \_\_\_\_\_ (hereinafter referred to as the "Recipient Party");  
(each a "Party" and collectively, the "Parties").

## WHEREAS,

- (a) The Disclosing Party wishes to engage the Recipient Party for the purpose of a "Zakat Public Education Video" (hereinafter, the "Engagement");
- (b) In the course of the Engagement and/or its dealings with the Disclosing Party, the Disclosing Party will make available to the Recipient Party certain Confidential Information (as defined herein) belonging to the Disclosing Party;
- (c) The Parties wish to specify the conditions under which such Confidential Information may be used by the Recipient Party; and
- (d) The Recipient Party has, as a condition of the Engagement, agreed to abide by the terms and conditions in this Agreement governing the usage and protection of aforesaid Confidential Information.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions, understandings and consideration set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

## 1. USE OF CONFIDENTIAL INFORMATION

- 1.1 Confidential Information (whether written, oral, electronic or in any other form) includes, but is not limited to:
  - 1.1.1 information that is proprietary to the Disclosing Party, including but not limited to any data, techniques, materials, documents, information, statistics, financial information, applicants' records, and any other information whether of a technical, business or religious nature and in any medium whatsoever;
  - 1.1.2 information of a third party for which the Disclosing Party is under a duty to maintain as confidential and to use only for certain limited purposes; and
  - 1.1.3 any other information not generally known by or available to the public that the Disclosing Party treats as confidential.

- 1.2 The Recipient Party warrants and undertakes to the Disclosing Party that it shall:
- 1.2.1 at all times keep in strict confidence all Confidential Information that is received by the Recipient Party, disclosed or provided to the Recipient Party by the Disclosing Party, whether before or after the date of this Agreement;
  - 1.2.2 use, utilize or harness any Confidential Information strictly for the purpose of the Engagement and for no other purpose except as otherwise authorized by the Disclosing Party in writing;
  - 1.2.3 not distribute, disclose or disseminate any Confidential Information to any third party (except as provided for in this Agreement);
  - 1.2.4 use the same degree of care and discretion as the Recipient Party uses with respect to similar information of its own, but in no event, not less than reasonable care, to avoid any unauthorized disclosure, publication, duplication, retention, dissemination, distribution or use of the Confidential Information;
  - 1.2.5 immediately return at its own expense all Confidential Information (including copies thereof) which are in its possession or control to the Disclosing Party upon the termination of the Engagement or upon written notice by the Disclosing Party requesting the same (whichever is earlier);
  - 1.2.6 not reverse engineer, de-compile or disassemble the Confidential Information;
  - 1.2.7 not use, nor cause to be used at any time, Confidential Information of the Disclosing Party to the economic detriment of the Disclosing Party; and
  - 1.2.8 not use, nor cause to be used at any time, Confidential Information of the Disclosing Party in any manner which will (or will likely) damage, dilute or tarnish the Disclosing Party's goodwill and/or reputation.
- 1.3 The Recipient Party acknowledges and agrees that all Confidential Information (including any copies made thereof) shall remain the exclusive property of the Disclosing Party (or its licensors as the case may be) and that the duty of confidentiality contained herein shall, subject to any applicable law, endure without limitation in time, even after the termination of this Agreement.

## **2. LEGAL DUTY TO DISCLOSE**

If the Recipient Party is required pursuant to the legal process, government regulations or direction of statutory or regulatory authority to disclose Confidential Information received by it from the Disclosing Party, the Recipient Party must notify the Disclosing Party forthwith and at the Disclosing Party's request:

- 2.1 provide all reasonable assistance to the Disclosing Party in opposing such action within the time allotted by the aforesaid disclosure requirements; or
- 2.2 consult and comply with the Disclosing Party's directions on the scope, extent, manner and content of such disclosure (to the extent permitted by law or regulation) including in the event the allotted time for opposing such action have expired,

Provided always that the Recipient Party's obligations to maintain the confidentiality of the Confidential Information shall continue to apply and the Recipient Party shall remain liable to the Disclosing Party for any disclosure of the Confidential Information to any other party otherwise than in accordance with this Agreement.

### **3. NON-CONFIDENTIAL INFORMATION**

The obligations of confidentiality specified in this Agreement shall not apply to any information that:

- 3.1 is already in the possession of the Recipient Party without obligation of confidentiality at the time of receipt from the Disclosing Party as evidenced by competent proof;
- 3.2 is independently developed by the Recipient Party as evidenced by appropriate documents;
- 3.3 is or becomes publicly available without breach of this Agreement by the Recipient Party;
- 3.4 is rightfully received, free of restrictions, by the Recipient Party from a third party, unless the Recipient Party is notified by the Disclosing Party of misappropriation by the said third party promptly after the Disclosing Party knew, or should have known, of such misappropriation; or
- 3.5 is approved for release by the prior written approval of the Disclosing Party.

### **4. SAFEGUARDS FOR USE**

- 4.1 Subject always to Clause 4.2, the Recipient Party acknowledges and agrees that the Confidential Information shall only be disclosed to the Recipient Party's employees, officers or directors on a need-to-know basis for the purposes of the Engagement or such other purpose as approved in accordance with Clause 1.1.2.
- 4.2 The Recipient Party shall only be entitled to disclose the Confidential Information to its employees, officers or directors provided always that such employee, officer or director has executed a non-disclosure agreement with the Recipient Party containing terms consistent with the requirements herein prior to receiving such Confidential Information and also containing a provision making the Disclosing Party a third party beneficiary to such agreement. The Recipient Party shall forthwith upon request by the Disclosing Party provide such non-disclosure agreement entered between the Recipient Party and its employee, officer or director (as the case maybe) to the Disclosing Party for its review and records.
- 4.3 The Recipient Party shall, upon discovery of any inadvertent disclosure or unauthorized use of Confidential Information, promptly notify the Disclosing Party as soon as possible and use all reasonable efforts to prevent any further inadvertent disclosure or unauthorized use.

### **5. COPIES**

The Recipient Party shall be allowed to make copies of any Confidential Information disclosed by the Disclosing Party provided such copies are necessary for purposes of the Engagement and the copies are made in accordance with this Agreement. The Recipient Party shall maintain the confidentiality of all Confidential Information with regard to all such copies made in reliance on this Clause 5.

### **6. LICENSE AND TITLE**

Nothing contained in this Agreement shall be construed as (i) requiring the Disclosing Party to disclose or the Recipient Party to accept, any particular information, or (ii) by express grant, implication, estoppels or otherwise, creating in the Recipient Party any right, title, interest, or license in or to the inventions, copyright, trade secrets, patents, technical data, computer software, software documentation or other intellectual property rights now or hereafter owned, obtained or licensable by the Disclosing Party. All Confidential Information will remain the exclusive property of the Disclosing Party or its licensors (as the case may be).

## **7. PROTECTION TO ENDURE**

Save as otherwise provided under this Agreement, the Recipient Party shall not at any time disclose to any third party any Confidential Information received pursuant to this Agreement, in whole or in part, notwithstanding the earlier termination of this Agreement.

## **8. EQUITABLE REMEDIES**

The Disclosing Party acknowledges and agrees that due to the unique nature of the Confidential Information disclosed pursuant to this Agreement, there may be no adequate remedy at law for any breach or threatened breach of its obligations hereunder, that any such breach or threat thereof may result in irreparable harm to the Disclosing Party, and, therefore, that upon any such breach or any threat thereof, the Disclosing Party may be entitled to seek appropriate equitable relief, including injunction and specific performance, in addition to remedies it might have at law.

## **9. SEVERABILITY**

In the event that any of the provisions of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that portion shall be severed and a new enforceable provision shall be negotiated by the Parties and substituted therefore to accomplish the intent of the severed provision as nearly as practicable. For the avoidance of doubt, the remaining provisions of this Agreement shall remain in full force and effect.

## **10. MODIFICATION AND WAIVER**

No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party, and no failure or delay in enforcing any right will be deemed a waiver.

## **11. TERM**

This Agreement shall become effective upon its execution by both Parties and shall terminate on the earlier of the expiration of the Engagement or forthwith on notice in writing by either Party.

## **12. TERMINATION**

12.1 Upon the expiration or termination of the Engagement and/or Agreement, the Recipient Party shall cease all use of Confidential Information received hereunder and shall return or destroy all such Confidential Information, including all copies thereof, and, if destroyed, furnish the Disclosing Party with written certification of destruction.

12.2 Upon termination of this Agreement:

12.2.1 The Recipient Party's right to use the Disclosing Party's Confidential Information will cease; and

12.2.2 Any other parts of this Agreement that, by their nature, are intended to survive termination will do so. Without prejudice to the generality of the foregoing, the Recipient Party's obligation of confidentiality, as set out in Clauses 1.2 and 1.3 above, shall survive the termination of this Agreement.

12.3 The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties hereunder with respect to Confidential Information disclosed prior to the effective expiration or termination date.

**13. COSTS**

Each Party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

**14. NO PARTNERSHIP**

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and save as otherwise provided in this Agreement, neither shall have any authority to bind the other.

**15. NO OBLIGATION TO CONTRACT**

If this Agreement is entered into in anticipation of a collaboration agreement, the Parties understand and agree that, notwithstanding any conduct of the Parties to the contrary, there is no binding agreement to collaborate until the final collaboration agreement (or its equivalent) is signed by both Parties. Nothing in this Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract, or other business relationship with the other Party.

**16. INDEMNITY**

The Recipient Party shall fully indemnify and hold harmless the Disclosing Party at all times against all losses, damages, expenses, costs and liabilities including but not limited to all legal fees and expenses arising from or connected with any unauthorized disclosure, use or misuse of the Confidential Information or any breach of this Agreement whether by itself, its employees, officers or directors.

**17. NO WARRANTY**

The Parties agree that in providing the Confidential Information, the Disclosing Party does not make any representation (expressed or implied) as to the adequacy, accuracy, sufficiency, freedom from defect of any kind (including from an intellectual property infringement) and the Disclosing Party shall not incur any responsibility or obligation whatsoever for the Recipient Party's use or reliance of the Confidential Information including by the Recipient Party's employees, officers or directors. It is hereby expressly agreed by the Parties that the Disclosing Party shall not have any liability or responsibility whatsoever for any inaccuracies, errors or omissions in or any decision made by the Recipient Party in reliance of the Confidential Information.

**18. APPLICABLE LAW AND THIRD PARTY RIGHTS**

This Agreement shall be governed and construed in all respects in accordance with the laws of Singapore. It is agreed that the Courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. Unless otherwise expressly stated in this Agreement, a person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce or enjoy the benefit of any of its terms.

**19. ASSIGNMENT**

The Recipient Party shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party without the prior consent in writing from the Disclosing Party.

**20. ENTIRE AGREEMENT**

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

[Execution Page Follows]

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the Effective Date.

**For and On Behalf of Mosque-Madrasah-Wakaf Shared Services**

SIGNED by \_\_\_\_\_ )

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Name: \_\_\_\_\_ )

Title: \_\_\_\_\_ )

in the presence of:

SIGNATURE:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**For and On Behalf of \_\_\_\_\_**

SIGNED by \_\_\_\_\_ )

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Name: \_\_\_\_\_ )

Title: \_\_\_\_\_ )

NRIC (Last 4 digits): \_\_\_\_\_ )

in the presence of:

SIGNATURE:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
NRIC (Last 4 digits):