

NOTICE

By clicking to proceed to submit your Expression of Interest for this Procurement Opportunity at the bottom of this page, you acknowledge and confirm that:

- (a) you have read and understood the Online Non-Disclosure Agreement set out below and you accept and agree to be bound by its terms and conditions; and
- (b) you are fully authorised and empowered to enter into this Agreement on behalf of yourself (if you are an individual prospective bidder) or your company, which you are representing and acting for ("**Bidder**"); and
- (c) by clicking to proceed with your submission, you are authorized to bind Bidder, and Bidder agrees to be bound, to the terms and conditions of this Agreement.

If you do not agree to these terms and conditions or are not authorised to enter into this Online Non-Disclosure Agreement on behalf of Bidder, DO NOT click to proceed to submit your Expression of Interest for this Procurement Opportunity.

ONLINE NON-DISCLOSURE AGREEMENT

This Online Non-Disclosure Agreement ("**Agreement**") is made between:

- A. SINGAPORE UNIVERSITY OF SOCIAL SCIENCES**, (UEN: 200504979Z), a public company limited by guarantee incorporated in Singapore with its registered address at 463 Clementi Road, Singapore 599494 ("**SUSS**" or "**Disclosing Party**");

and

- B.** A person, whether natural or legal, or his permitted assigns, who is interested to make an offer to provide the goods and/or services in response to a Procurement Opportunity provided by Disclosing Party, and shall be deemed to include two (2) or more persons if appropriate ("**Bidder**" or "**Receiving Party**"), who acts through its authorized representative who, for and on behalf of Bidder, accepts this Agreement by clicking to proceed to submit an Expression of Interest for the Procurement Opportunity on SUSS' e-sourcing system.

SUSS and **Bidder** may hereinafter be referred to individually as "**Party**" and collectively as "**Parties**".

Whereas, Disclosing Party intends to procure certain goods and/or services by way of a request for quotation ("**RFQ**"), invitation to tender ("**ITT**"), or otherwise, based on the Procurement Documents ("**Procurement Opportunity**") and wishes to disclose to Bidder proprietary and confidential information to enable Receiving Party to evaluate and prepare an offer in response to the Procurement Opportunity ("**Purpose**").

In consideration of the promises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions.

- (a) "**Confidential Information**" means:
 - (i) Information in all documents provided, and/or referred, by Disclosing Party to Receiving Party in the Procurement Opportunity, which may include, but are not limited to,
 - (I) the cover letter inviting the Bidder to make an Offer;
 - (II) instructions to Bidders;
 - (III) conditions of contract;
 - (IV) requirement specifications;
 - (V) confidentiality undertaking;
 - (VI) evaluation criteria;
 - (VII) form of quotation or form of tender (if any and as applicable);

- (VIII) any other documents and forms; and
- (IX) any corrigendum to any of these documents,

(all information in all documents defined in this Clause 1(a)(i) hereinafter collectively referred to as "**Procurement Documents**");

- (ii) any proprietary and confidential information disclosed by Disclosing Party to Receiving Party or its directors, employees, professional advisors, suppliers or agents (collectively, "**Representatives**") which, if disclosed in tangible or written form, is clearly marked on disclosure as confidential, and if disclosed orally, visually or in intangible form, is described as confidential at the time of such disclosure and confirmed in writing as confidential within seven (7) days after its disclosure;
 - (iii) any specifications, patterns, samples or drawings specified in the Procurement Opportunity which will be made available for inspection by the Bidder at the address specified in the Procurement Documents.
 - (iv) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, any information falling within Clause 1(a)(i), Clause 1(a)(ii) and Clause 1a(iii) which is furnished to Receiving Party or its Representatives pursuant hereto;
 - (v) the fact that: (I) the Disclosing Party has provided the Procurement Opportunity to Receiving Party; (II) any information and items falling within Clause 1(a)(i), Clause 1(a)(ii) and Clause 1(a)(iii) has been made available to Receiving Party or its Representatives; (III) discussions with respect to the Purpose are taking or have taken place, or any of the terms, conditions or other facts with respect to the Purpose, including the status thereof.
- (b) "**Affiliate**" means any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, a Party.
 - (c) "**Control**" means possession, direct or indirect, of the power to direct the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise. "**Controlled by**" and "**under common Control**" are construed accordingly.

2. Rights and Obligations

- (a) Disclosing Party shall have sole discretion to decide which Confidential Information it discloses to Receiving Party.
- (b) Receiving Party shall use the same degree of care, but in any case, no less than a reasonable degree of care, to maintain the confidentiality, and prevent unauthorized use or disclosure, of Confidential Information of Disclosing Party, as it uses to protect its own information of a similar confidential nature.
- (c) Receiving Party may copy, reproduce and/or use such Confidential Information as necessary for the Purpose only.
- (d) Receiving Party shall not disclose such Confidential Information to any third party without Disclosing Party's prior written approval except:
 - (i) on a need-to-know basis only to its, and its Affiliates', Representatives, whom Receiving Party shall inform of its confidential nature, are bound by obligations of confidentiality which are substantially similar to those contained in this Agreement, and who shall use the same only for the Purpose; or
 - (ii) if such Confidential Information is or becomes public knowledge not due to Receiving Party's breach of this Agreement; or

- (iii) if required by law or a court order, provided that Receiving Party, if it is not legally or by such order prohibited from so doing, gives Disclosing Party prompt notice of any such requirement and cooperates with Disclosing Party in attempting to limit such disclosure.
 - (e) Receiving Party is responsible for any unauthorized use or disclosure of any Confidential Information of Disclosing Party by any of Receiving Party's and/or its Affiliates' Representatives.
 - (f) Obligations under this **Clause 2** do not apply to information which:
 - (i) is already known to Receiving Party when such Confidential Information is disclosed to Receiving Party;
 - (ii) is received by Receiving Party from a third party who is not under, or in breach of, any obligation of confidentiality in disclosing the same; and/or
 - (iii) is developed by Receiving Party independently of such Confidential Information as evidenced by written records.
 - (g) Each Party may disclose the existence, but not the terms, of this Agreement.
 - (h) Receiving Party shall comply with the Singapore Personal Data Protection Act 2012 ("**PDPA**") and/or any other personal data protection legislation ("**PDPL**"), as applicable, when handling personal data disclosed by Disclosing Party in connection with the Purpose and, either at the request of Disclosing Party or as required under the PDPA and/or PDPL, destroy all such personal data.
 - (i) Receiving Party shall not publicise or disclose the Purpose or its participation in the Procurement Opportunity in any manner or medium.
- 3. **No Grant of Rights.** Other than the right of use granted under **Clause 2**, Receiving Party acquires no other rights in the Confidential Information disclosed to it by Disclosing Party or otherwise.
- 4. **Term and Termination.** This Agreement is effective from the date of its online acceptance by the authorized representative of Bidder ("**Effective Date**") and continues in effect until the end of a period of **one (1) year** therefrom, or where a final determination on an award under the Procurement Opportunity is made after the end of such one(1)-year period, until the date of such final determination ("**Term**"). The obligations under **Clause 2** survive for **three (3) years** after end of the Term.
- 5. **Return of Confidential Information.** Receiving Party shall promptly return to Disclosing Party all Confidential Information of Disclosing Party and all copies thereof, or, at Disclosing Party's written direction, destroy the same, except for one (1) copy which Receiving Party may retain for the purpose of ensuring compliance with its continuing obligations for legal, regulatory or corporate governance purposes, or stored in computer backups or similar archives, provided that: (a) Receiving Party does not use the retained Confidential Information for any other purposes; and (b) such retained Confidential Information shall continue to be subject to protection and nondisclosure in accordance with the terms of this Agreement.
- 6. **No Further Obligations.** This Agreement imposes no obligation on either Party to enter into any other agreements or transactions with the other Party.
- 7. **Warranties and Representations.** Each Party provides no warranties or representations under this Agreement except that it has the right to make the disclosures under this Agreement. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY OR REPRESENTATION AS TO ITS ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Disclosing Party is not liable for any damages whatsoever that may be suffered by Receiving Party

resulting from the use of such information.

8. **Remedies and Indemnity.** Receiving Party acknowledges and agrees that, in the event of any breach of this Agreement, legal remedies would be inadequate for Disclosing Party, who therefore shall be entitled to apply for appropriate equitable remedies, in addition to any other remedies which it may have at law or in equity. Receiving Party will be liable for and fully indemnify and keep indemnified SUSS against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this Agreement.
9. **Governing Law.** This Agreement shall be governed by the laws of Singapore.
10. **Arbitration.** Any dispute arising from this Agreement shall be resolved by arbitration in the English language before a single arbitrator appointed by the President of the SIAC at the Singapore International Arbitration Centre (“SIAC”) in Singapore in accordance with the Arbitration Rules of the SIAC. The arbitral decision shall be final and binding upon the Parties.
11. **Miscellaneous**
 - (a) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof.
 - (b) **No Agency or Partnership.** This Agreement does not create any agency or partnership relationship between the Parties.
 - (c) **Use of Name or Marks.** Neither Party may use the name, or any proprietary marks, of the other Party without the other Party’s prior written approval, which approval may be granted or withheld at such other Party’s sole discretion.
 - (d) **Amendments.** Any amendment to this Agreement must be made in writing and signed by all Parties.
 - (e) **Contracts (Rights of Third Parties) Act 2001.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.
 - (f) **Rights Cumulative.** Each Party’s rights and remedies herein are cumulative and not exclusive of any rights and remedies provided by law to such Party.
 - (g) **No Waiver.** A Party’s failure or delay to exercise any right, power or privilege hereunder shall not operate as a waiver thereof. No single or partial exercise by a Party of any right, power or privilege hereunder shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
 - (h) **Counterparts.** This Agreement is executable in counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement PROVIDED THAT this Agreement shall be of no force and effect until all counterparts are exchanged.
 - (i) **Electronic Execution.** This Agreement and any counterparts is fully executed once it is accepted electronically by Receiving Party.