

# **NON DISCLOSURE AGREEMENT**

This Agreement is made between ..... including its subsidiaries and related companies ("....."), a company registered under the laws of **Thailand**, with an office at ..... and **Prince of Songkla University**("PSU"), a corporation incorporated under the laws of Thailand, with an office at 15 Karnchanavanich Rd., Tambol Kor Hong, Hat Yai, Songkhla 90112, Thailand.

..... and PSU desires to disclose to one another Confidential Information as defined below. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of us, this Agreement sets out our respective obligations with respect to Confidential Information which one party to this Agreement receives (the "Receiving Party") from the other (the "Disclosing Party").

1. Confidential Information shall mean and include, without limitation, any confidential, proprietary, non-public ideas and information relating to ..... of Disclosing Party to the Receiving Party in accordance with this Agreement, and that is marked as confidential, proprietary, or other similar marking. Confidential Information may be written, documentary, recorded, or otherwise fixed in a tangible medium, electronically communicated, or orally or visually communicated, furnished, provided, or disclosed by a Disclosing Party, or acquired by a Receiving Party directly or indirectly from the other Party. Orally or visually communicated information shall only be considered Confidential Information if the Disclosing Party provides to the Receiving Party such information reduced to writing and marked as "Confidential," within thirty (30) days of such oral or visual disclosure.
2. Each Party agrees that for a period of five (5) years effective from the Effective Date of this Agreement, it shall maintain the other Party's Confidential Information in strict secrecy and confidence, and shall not disclose any of the other Party's Confidential Information to a third party, nor use it itself for any purpose other than as set forth in this Agreement, without the express written consent of the other Party. Notwithstanding the forgoing, or any other provision contained herein to the contrary, The Receiving Party shall use the same degree of care to protect the Confidential Information described in Section 1 as the Receiving Party uses to protect its other most highly confidential information. Such safeguards shall include appropriate technical, physical and procedural controls to protect such information against destruction, loss, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Receiving Party, whether by accident or otherwise. Notwithstanding the forgoing, or any other provision contained herein to the contrary, Confidential Information shall not include information which:
  - a) was known by a Party at or prior to the Effective Date of this Agreement, except to the extent unlawfully appropriated by a Party, such prior knowledge being evidenced by contemporaneous written evidence of same; or
  - b) is or becomes generally known in the trade or business pertaining to such information or otherwise becomes publicly known at or after the time of disclosure by a Disclosing Party, through no wrongful act of a Receiving Party; or
  - c) is rightfully received by a Party from a third party without restriction and without breach of this Agreement; or
  - d) is developed by a Party independent of any Confidential Information of the other Party, such independent development being performed solely by

persons not having access whatsoever to the other Party's Confidential Information, as evidenced by contemporaneous written evidence of same; or

- e) is required to be disclosed by a court or judicial or governmental authority of competent jurisdiction, and in such event, only after the Party required to disclose the other Party's Confidential Information provides prompt written notice to that Party so as to enable that Party to resist any such required disclosure and/or to obtain suitable protection regarding such required disclosure.
3. Subject to the various provisions hereof, all Confidential Information received or otherwise acquired by a Receiving Party from a Disclosing Party pursuant to this Agreement shall be and remain the Disclosing Party's property, and all such Confidential Information, including all copies thereof, shall be promptly returned to the Disclosing Party upon written request of the Disclosing Party. However, a Receiving Party may retain one (1) copy of all such Confidential Information strictly for archival purposes.
  4. Nothing herein shall obligate either Party to disclose to the other Party any particular information.
  5. Each Party hereto represents and warrants to the other Party that it is under no obligation to any third party that would interfere with its ability to reveal the details of its Confidential Information to the other Party hereto.
  6. This Agreement contains the entire understanding of the Parties regarding the subject matter hereof, and supersedes all prior discussions, documentation or agreements, between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative.
  7. Unless agreed by both parties, neither Party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement.
  8. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.
  9. The Parties understand and agree that there is neither an expressed nor implied expectation of any kind or type of payment or other compensation by one Party to the other arising out of this Agreement or any activity carried out under this Agreement.
  10. Nothing herein contained shall be construed as expressly or impliedly granting any right or license whatsoever to a Receiving Party under any patent, patent application or other proprietary right now or hereafter owned or controlled by the Disclosing Party.
  11. Each party agrees not to file any patent applications claiming any information, developments, discoveries, technologies, inventions and the like arising from the use of Confidential Subject Matter or that could not have been made, developed or discovered but for access to Confidential Subject Matter.
  12. This Agreement shall be governed by the laws of Thailand, without reference to choice or conflict of law rules otherwise applicable. The Parties consent to and agree that the courts in Thailand shall have sole and exclusive jurisdiction to resolve any interpretation, construction, breach, dispute or other controversy arising out of, connected with or associated with this Agreement. The Parties hereby expressly waive any objection to such exclusive jurisdiction.

13. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.
14. Each person executing this Agreement represents and warrants that they are acting on behalf of a Party, as identified in the first paragraph of this Agreement, and not in an individual capacity. Each person executing this Agreement further represents and warrants that they are authorized to enter into such Agreements for and on behalf of their respective Party.
15. The other products is developed that might occur during the agreement should also be included and confidentially treated.

Company

By: \_\_\_\_\_

Mr./Ms. ....

Date: .....

Prince of Songkla University

By: \_\_\_\_\_

Mr./Ms. ....

Date: .....