****

**CIPTA 2023**

**CONFIDENTIALITY AGREEMENT**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| THIS AGREEMENT is made on this | | |  | day of | |  | | , 2023 |
| BETWEEN | | | | | | | | |
|  | | | | | | | | |
| With I.C. No.: |  | or Passport No.: | | |  | | and Project Title: | |
|  | | | | | | | | |
| having its registered address at: | | | | | | | | |
|  | | | | | | | | |

(hereinafter referred to as the “Disclosing Party)”.

AND

Universiti Teknologi Brunei, an institution incorporated pursuant to Universiti Teknologi Brunei Order [S98/2010] having its address at Universiti Teknologi Brunei, Tungku Highway, Gadong BE1410 Brunei Darussalam, (hereinafter referred to as the “Recipient”).

[Collectively referred to as “Parties” and, individually a “Party”.]

**WHEREAS**

(A) The Disclosing Party is the participant for CIPTA 2023 Competition.

(B) The Disclosing Party to this Agreement has agreed to provide Confidential Information to the Recipient and the Recipient has agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

(C) The Disclosing Party has agreed for the Confidential Information to be disclosed to the judges of the CIPTA 2023 Competition for the purpose of evaluation and judging of the said Competition (“the Purpose”).

**NOW IT IS HEREBY AGREED** as follows:

**1.** **DEFINITION AND INTERPRETATION**

1.1 For the purpose of this Agreement, “Confidential Information” means all inventions, technical and/or commercial information, trade secrets including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes whenever and however disclosed by the Disclosing Party or supplied to the Recipient as part of the CIPTA 2023 Competition.

**2. THE RECIPIENT’S OBLIGATIONS**

2.1 The Recipient shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party or make it publicly available or accessible in any way without the Disclosing Party’s prior written consent.

2.2 Notwithstanding Clause 2.1, the Recipient shall be permitted by the Disclosing Party to disclose or communicate the Confidential Information to the judges of the CIPTA 2023 Competition only for the Purpose as stated in this Agreement.

2.3 Confidential Information of the Disclosing Party may not be copied or reproduced, in any way (including without limitation, store in any computer or electronic system), by the Recipient without the Disclosing Party’s prior written consent.

**3. LIMITS AND OWNERSHIP OF CONFIDENTIAL INFORMATION**

3.1 The Recipient does not acquire any license, rights or interests under this Agreement or through any disclosure hereunder, except the limited right to use the Confidential Information in accordance with the Purpose under this Agreement.

3.2 All copyrights and Intellectual Property Rights in the Confidential Information shall remain as the exclusive rights of the Disclosing Party.

3.3 No warranties of any kind are given by either Party with respect to the Confidential Information disclosed under this Agreement.

**4. RETURN OF CONFIDENTIAL INFORMATION**

4.1 All Confidential Information of the Disclosing Party made available hereunder, including copies thereof, shall be returned to the Disclosing Party upon the first to occur -

4.1.1 upon completion of the CIPTA 2023 Competition; or

4.1.2 upon request by the Disclosing Party.

**5. INDEMNITY**

5.1 The Recipient acknowledges that monetary damages would not be a sufficient remedy for the Disclosing Party for any breach of this Agreement by the Recipient and that in addition to all other remedies at law or equity, the Disclosing Party is entitled to specific performance or/and injunctive or other equitable relief as a remedy for any such breach or threatened breach of those undertakings.

5.2 The Recipient agrees to keep the Disclosing Party fully and effectively indemnified against all costs, claims, damages, loss and/ or liability whatsoever the other Party may at any time incur (including any legal or professional costs) arising out of the breach of this Agreement, arising from any act, negligence, default or omission of the Disclosing Party.

**6. NO WAIVER**

No delay or failure by any Party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them thereof. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. Any waiver by any Party must be in writing and signed by such Party to be effective.

**7. ENTIRE AGREEMENT**

This Agreement, constitutes the entire agreement between the Parties and supersedes any previous representations, agreements, arrangements or understandings between them (whether written or oral) relating to the subject matter hereof.

**8. TERMINATION**

8.1 Any Party can terminate this Agreement if the other Party commits a breach of its terms and does not remedy the breach within two (2) weeks of being asked to do so.

8.3 Termination of this Agreement shall not affect any right or liabilities of any of the Parties accrued to term up to the date of termination.

8.4 The obligations of confidentiality imposed by this Agreement shall survive and continue to remain in full force and effect upon termination or expiration of this Agreement.

**9. EFFECTIVE DATE**

This Agreement shall become effective as of the date Confidential Information is first made available to the Recipient for the Purpose.

**10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Brunei Darussalam.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first written above.

**The Disclosing Party**

|  |  |
| --- | --- |
| Signed : |  |
| Name : |  |
| Date : |  |

Witnessed by

|  |  |
| --- | --- |
| Signed : |  |
| Name : |  |
| Date : |  |

**The Recipient**

|  |  |
| --- | --- |
| Signed : |  |
| Name : |  |
| Date : |  |

Witnessed by

|  |  |
| --- | --- |
| Signed : |  |
| Name : |  |
| Date : |  |