NUS STUDENT CONFIDENTIALITY AGREEMENT

1. I acknowledge that during the course of my studies and student life at NUS, Confidential Information as defined in Clause 2 below, whether belonging to NUS or other parties, may be disclosed to me either in writing or verbally.

2. (i) “Confidential Information” whether in physical or electronic format, includes but is not limited to:

(a) all information on, relating to and/or in connection with NUS and its clients or business partners obtained from any source;

(b) any and all information disclosed by NUS to me verbally or in writing or through other tangible form and/or clearly marked as proprietary or confidential at the time of disclosure or which is not in tangible form but is clearly identified by NUS as proprietary or confidential at the time of disclosure;

(c) any and all information obtained as a result of permission given to me to be allowed access to any premises where NUS may carry on business or its activities;

(d) any and all information disclosed by 3rd parties whom I am attached to and/or selected to intern with, whether as part of my course requirements or not, to me verbally or in writing or through other tangible form and/or clearly marked as proprietary or confidential at the time of disclosure or which is not in tangible form but is clearly identified by such 3rd Parties as proprietary or confidential at the time of disclosure;

(ii) Confidential Information may comprise of the following types of information and materials, and other similar information and materials, whether or not reduced into writing:

(e) personal information, including that of NUS students and staff;

(f) designs, concepts, drawings, photographs, images, ideas, inventions, specifications, techniques, discoveries, models and data;

(g) computer software in source or object code form, computer software documentation and any source material relating to computer software including flowcharts and diagrams;

(h) marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names and trademarks); and

(i) client names and other information relating to clients, and pricing policies.
3. I acknowledge and agree that:

   (a) all information, notes, analyses, compilations, studies, specifications, drawings or other documents produced, developed or compiled by me from the Confidential Information (the “Derivatives”) shall be deemed to be Confidential Information and the obligations in this Undertaking in relation to such Confidential Information shall apply to me in respect of any such Derivatives. In this regard, I will not make any claims of authorship or proprietorship over the Derivatives and hereby expressly agree to NUS’ ownership and use of Derivatives;

   (b) nothing in this Undertaking shall be construed as granting to me expressly or by implication any transfer, assignment, license or any other rights in respect of any license, patent, copyright or any other industrial or intellectual property right in force and belonging to the owner of the Confidential Information;

4. I agree to keep absolutely confidential any Confidential Information I may come across in the course of my studies, internships, attachments, assistantships, departmental work (paid or unpaid) and student life at NUS. I understand that I may have access to records, which contain personally identifiable information, the disclosure of which may be prohibited by law.

5. Unless express written permission has been given to me by the relevant authority at NUS or the 3rd party entity which owns or otherwise is in control of the Confidential Information, I will not discuss, release, retain, copy or remove any document or data in any format.

6. I will promptly return or destroy any or all copies of Confidential Information in my possession, as instructed by the relevant owner of the Confidential Information.

7. I further acknowledge that such wilful or unauthorised disclosure violates NUS policies, and in respect of personal data, in violation of the Singapore Personal Data Protection Act.

8. I understand that unauthorised release of Confidential Information can be grounds for the immediate termination of any internship, attachment, assistantship or departmental work (paid or unpaid) undertaken by me and for disciplinary proceedings against me as NUS may deem appropriate.

9. I agree that the obligations undertaken herein with respect to Confidential Information received shall survive and continue after my graduation or termination of my studies at NUS.