



**UNIVERSITI MALAYSIA TERENGGANU**  
**21030 Kuala Nerus**  
**Terengganu, Malaysia**

UMT/B/PG-16e

**NON-DISCLOSURE AGREEMENT FOR  
 SECRETARY OF *VIVA VOCE***

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between: UNIVERSITI MALAYSIA TERENGGANU, having a place of business at Universiti Malaysia Terengganu 21030 Kuala Nerus, Terengganu acting through its Faculty/School of \_\_\_\_\_ (hereinafter referred to as "Disclosing Party") and \_\_\_\_\_ (hereinafter referred to as "Secretary").

The terms and conditions for the disclosure of proprietary and confidential information (herein referred to as "Confidential Information") connected with and relating to the content discussed in the above mentioned Doctoral/Master's Thesis of \_\_\_\_\_ (Name of Candidate) which is titled \_\_\_\_\_ by the Disclosing Party to the Secretary are as follows:

1. The Confidential Information which the Disclosing Party intends to file for patent(s) or which belongs to a third party in the thesis refers to the whole content of the thesis including any annexure, schedule, table to the thesis and any or part of confidential or proprietary information, know-how, techniques, and specifications including relevant records, data, book or report, trade secret, and technology which is made known or made available by UMT to the Secretary. Such disclosure shall be for the purpose of academic assessment and evaluation as part of the requirements of the graduate program enrolled by the student, whether or not such information is labelled in writing as confidential or proprietary.
2. Secretary agrees to receive and hold in confidence the Confidential Information connected with and relating to the technology that are discussed in the above thesis, except for any information which:

- i. Was already in known to the Secretary at the time of disclosure by the Disclosing Party;
  - ii. Was already public knowledge at the time of disclosure by the Disclosing Party;
  - iii. Became public knowledge after the time of disclosure other than through any act or omission of the Secretary in breach of this Agreement;
  - iv. Is developed by the Secretary independently of the Confidential Information;
  - v. Is subsequently, lawfully disclosed to the Secretary by a third party; or
  - vi. Is ordered disclosed by a court of jurisdiction.
3. Secretary shall not disclose any Confidential Information to any other person without first obtaining the prior written consent of the Disclosing Party. The confidentiality period shall be for the period of two (2) years from the date of this disclosure, or the date of filing of a patent application with respect to the Confidential Information in the thesis examined, whichever is earlier.
4. Secretary agrees to safeguard the thesis and ensure that Confidential Information is not disclosed unintentionally.

Accepted By:

**Secretary of Viva Voce:**

\_\_\_\_\_  
Name of Secretary of Viva Voce

\_\_\_\_\_  
Signature of Secretary of Viva Voce

\_\_\_\_\_  
Date

**Universiti Malaysia Terengganu:**

\_\_\_\_\_  
Name of Dean/Deputy Dean of Faculty

\_\_\_\_\_  
Signature of Dean/Deputy Dean of Faculty

\_\_\_\_\_  
Date