
NON-DISCLOSURE AGREEMENT

AGREEMENT made this ___ day of _____ 2024

BETWEEN

(1) **Land Transport Authority of Singapore (UEN T08GB0027D)**, a statutory board established under the Land Transport Authority of Singapore Act 1995 and having an office at 1 Hampshire Road Singapore 219428 (**LTA**) (the “**Disclosing Party**”);

AND

(2) _____, a company incorporated in the Republic of Singapore and having its registered office at _____ (the “**Receiving Party**”).

Both parties shall hereinafter be collectively referred to as the “**Parties**” and “**Party**” shall mean any one of them.

BACKGROUND

This Agreement provides for the disclosure by one party hereto (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) of information which is deemed confidential by the Disclosing Party.

THE PARTIES AGREE, with effect on and from _____ 2024 (“**Effective Date**”):

1 In this Agreement:

“**Associate**” of a Party means a body corporate that controls or is controlled by, or is under common control with, that Party. For the purposes of this definition, “control” means the ability, whether direct or indirect, to direct or influence the management and policies of a Party in any way.

“**Autonomous Vehicle Monitoring System**” or “**AVMS**” means a monitoring system specifically developed to monitor/ track and verify the movement and performance of autonomous vehicles (AVs) which are deployed in Singapore.

“**Call for Solutions**” (CFS) refers to the call/ invitation by the Disclosing Party, being the regulator in Singapore for autonomous vehicles (AVs), for interested parties to submit proposals to the Disclosing Party for the purpose of collaborating with the Disclosing Party to co-develop an AVMS.

“**Confidential Information**” includes all information which is disclosed by the Disclosing Party to the Receiving Party under this Agreement and which is being designated, labelled or marked as confidential or its equivalent, and information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, show-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written, oral, or reduced to tangible product and also includes those communicated or obtained through meetings, documents, correspondence or inspection of

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tangible items. To avoid doubt, Confidential Information shall, without limiting the generality of the above definition, also include: (a) all information and documents that are disclosed to the Receiving Party (“**Confidential Briefing Documents**”) via a briefing conducted by the Disclosing Party in relation to the Call for Solutions (“**CFS Briefing**”); and (b) any communications (in any form) with the Disclosing Party following the CFS Briefing; and, for the purposes of this definition, references to “Disclosing Party” and “Receiving Party” shall include any Associate of that Party.

Personnel of a Party means that Party’s employees, agents, suppliers and advisers.

Purpose means the purpose for which the Confidential Information is being disclosed under this Agreement, which is to provide confidential information relating to the Disclosing Party’s Call-for-Solutions (CFS) for the co-development of an AVMS.

References to a Party include that Party’s respective successors and permitted assigns.

- 2 Except as expressly provided otherwise in this Agreement, the Receiving Party shall keep confidential all Confidential Information received in connection with the Purpose, and shall:
 - (a) Only use the Confidential Information for the Purpose; and
 - (b) Not disclose to any other person or entity any Confidential Information, or that discussions are taking place between the Parties concerning the Confidential Information or the Purpose.

- 3 The Receiving Party:
 - (a) May make the Confidential Information available to only those of its or its Associates’ Personnel on a "need-to-know" basis in order to carry out the Purpose of, or enable the Receiving Party to exercise its rights under, this Agreement; and
 - (b) Shall procure that each of the Personnel to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if the Personnel were each a party to this Agreement, and shall take all steps available to enforce such obligations of confidentiality.

- 4 The Receiving Party shall exercise the same degree of care to guard against disclosure or use of the Confidential Information as the Receiving Party employs with respect to its own Confidential Information but, in any event, not less than reasonable care.

- 5 The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same or with respect to the same:
 - (a) The Receiving Party creates (whether alone or jointly with any person) independently of the Disclosing Party’s Confidential Information (provided the Receiving Party has evidence in writing that the information falls within this exception);
 - (b) Is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any person to whom the Receiving Party has disclosed the information);
 - (c) Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - (d) Is obtained without restriction as to further disclosure from a source other than the Disclosing Party through no breach of confidentiality by that source.

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- 6 The obligations of confidentiality in this Agreement do not apply to the extent where disclosure is required by law or order of a relevant court of law, the listing rules of a stock exchange, or direction of any government or statutory or regulatory authority with authority to regulate or direct either or both Parties to this Agreement, provided that the Receiving Party shall:
- (a) Give prompt written notice of the requirement of disclosure to the Disclosing Party;
 - (b) To the extent lawful and practicable to do so prior to disclosure, consult with Disclosing Party as to the disclosure requirement with a view to agreeing on the extent, content, and timing of the disclosure;
 - (c) Restrict the disclosure to the information expressly and lawfully required to be disclosed; and
 - (d) Stamp or otherwise identify as confidential all such information at the time of its disclosure.
- 7 On the earlier of expiry of this Agreement or at the Disclosing Party's written request, all Confidential Information stored in any medium (including, without limitation, incorporated in computer software or held in electronic storage media), together with that part of any documents or materials containing Confidential Information, as is in possession or control of the Receiving Party shall, at the Disclosing Party's option, be returned to the Disclosing Party or destroyed by the Receiving Party, other than such copies as the Receiving Party may be required by law to retain, within thirty (30) calendar days of the Disclosing Party's request, or no later than thirty (30) calendar days of the expiry of this Agreement, whichever is earlier. In addition, the Receiving Party shall certify in writing to the Disclosing Party that it has complied in full with its obligations under this clause and submit a declaration form to this effect, within the same period as set out above for the return or destruction of the Confidential Information.
- 8 The Receiving Party agrees that breach of this Agreement may cause irreparable damage to the Disclosing Party for which monetary damages are not a sufficient remedy, and the Disclosing Party shall be entitled to seek specific performance or injunctive relief to prohibit any breach or threatened breach of this Agreement.
- 9 The rights, powers and remedies of a Party under this Agreement are cumulative with the rights, powers and remedies provided at law and in equity independently of this Agreement. A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy. The failure of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.
- 10 To the extent permitted by law:
- (a) The Disclosing Party excludes all express and implied warranties in connection with the Confidential Information and, without limitation, the Disclosing Party does not warrant or represent that:
 - (i) The Disclosing Party will disclose any particular kind or quantity of information; or
 - (ii) The Confidential Information will not be subject to further change, or is

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complete, accurate, sufficient or suitable for the Receiving Party's purposes; and

- (b) The Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in, or any decision made by the Receiving Party in reliance on, the Confidential Information.

11 Each Party acknowledges that:

- (a) Nothing in this Agreement constitutes a relationship of joint venture, partnership, employer and employee, or principal and agent, and neither party has a right to bind the other Party in contract or otherwise at law;
- (b) Providing or receiving Confidential Information under this Agreement shall not constitute an offer, acceptance, or promise to enter into or amend any other contract; and
- (c) The disclosure of Confidential Information shall not be construed as conferring on or granting to the Receiving Party any rights in any Confidential Information, other than the limited right to use the Confidential Information as permitted by this Agreement.

12 This Agreement shall only be varied in writing signed by the Parties.

13 Neither Party shall assign or transfer any rights arising out of this Agreement without the prior written consent of the other Party.

14 This Agreement contains the entire agreement between the Parties as to its subject matter and supersedes all prior communications and agreements in connection with that subject matter.

15 Part or all of any provision of this Agreement that is void, voidable, illegal or unenforceable shall be severed from this Agreement and the remainder of this Agreement shall not be affected.

16 This Agreement shall expire at the end of six (6) months from its Effective Date ~~or~~ with immediate effect on notice in writing by either party.

17 In the event the Receiving Party breaches any of its obligations under this Agreement, the Disclosing Party shall have the right to terminate this Agreement with immediate effect.

18 On termination of this Agreement:

- (a) Unless otherwise agreed in writing, the Receiving Party's right to use the Disclosing Party's Confidential Information will cease;
- (b) The Receiving Party's obligation to keep confidential the Confidential Information shall survive without limit in time; and
- (c) Any other parts of this Agreement that, by their nature, are intended to survive termination will do so.

Termination of this Agreement shall not affect a Party's accrued rights or remedies.

19 This Agreement, and all discussions, correspondence and agreements between the Parties arising from or in connection with the Purpose, shall be governed by the laws of Singapore. The Parties submit to the non-exclusive jurisdiction of the Singapore courts.

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SIGNED as an Agreement on the date first above written.

Signed by
Land Transport Authority of Singapore
by its duly authorized signatory:

Signature _____

Name _____

Designation _____

Signed by
Company stamp:

.....
by its duly authorized signatory:

Signature _____

Name _____

Designation _____