**Non-Disclosure Agreement**

SWURI-NDA-02

This agreement is made at Srinakharinwirot University on the .......... day of ........................., B.E. ........, between **Srinakharinwirot University**, located at 114 Soi Sukhumvit 23, Klongtoey Nua Subdistrict, Wattana District, Bangkok, represented by .........................., hereinafter referred to as the “Disclosing Party”, of the one part; and **...........................(company).............................**, with its head office located at......................................,represented by ..........................................., who is authorized by the .....(company)...................., hereinafter referred to as the “Receiving Party”, of the other part.

Whereas the Disclosing Party owns certain information and materials relating to **research and research-related activities**, hereinafter referred to as the “Confidential Information”, and wishes to disclose such Confidential Information to the Receiving Party. The Receiving Party wishes to use the Confidential Information for the purpose of **collaborating on research and research-related work**, and the Disclosing Party wishes to ensure the protection of such Confidential Information.

Therefore, both parties agree to enter into this Agreement under the following terms:

**1. Definition**

 “**Confidential Information**” refers to any and all information related to research or research-related materials, including but not limited to previous studies, ongoing or planned research projects, research methodologies, data, reports, technical materials, designs, software, formulas, experimental results, prototypes, diagrams, laboratory notes, technical drawings, or any other materials, disclosed by the Disclosing Party to the Receiving Party, that is marked as confidential or is reasonably understood to be confidential by its nature.

**2. Confidentiality Obligations**

2.1 The Receiving Party agrees to maintain all Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party, except to those employees or contractors who need access to such information for the purpose of the research collaboration and who are bound by confidentiality terms no less stringent than those in this Agreement.

 2.2 These obligations shall not apply to information that the Receiving Party can demonstrate:

(1) Was known prior to disclosure;

(2) Was lawfully received from a third party not bound by confidentiality;

(3) Was publicly available at the time of disclosure or subsequently becomes public without breach of this Agreement;

(4) Was independently developed without use of the Confidential Information;

(5) Was approved for release by prior written consent of the Disclosing Party.

 2.3 The Receiving Party’s duty to protect Confidential Information continues throughout the term of this Agreement and for a period of **five (5) years** after its expiration or termination, unless the information becomes public through lawful means.

**3. Use of Information**

 The Receiving Party agrees to use the Confidential Information **solely for the purpose of conducting research and research-related activities** as defined in this Agreement and shall not use the information for any other purposes.

**4. Restrictions**

 The Receiving Party shall not in part or in full duplicate, reverse engineer, decompile, or attempt to derive the composition or underlying information of any Confidential Information unless explicitly authorized in writing. Any reproduction must be solely for permitted research purposes and retain all proprietary notices.

**5. Liability**

 Should the Receiving Party breach this Agreement and cause damage to the Disclosing Party, the Receiving Party shall be liable for all resulting damages, including damages suffered by any third parties involved.

**6. Duration**

 This Agreement shall be effective from the date of signing and shall remain in effect for a period of ........... (months/years). Notwithstanding its termination, the confidentiality obligations shall survive for a period of **five (5) years** after the expiration or termination date.

**7. Governing Law**

 This Agreement shall be governed by and construed in accordance with the laws of **Thailand**, and the courts of Thailand shall have exclusive jurisdiction over any disputes arising from or in connection with this Agreement.

 This Agreement is executed in two original copies with identical content. Each party, having fully read and understood the terms, has signed below in the presence of witnesses. Each party shall retain one copy.

…………………………………………………….**Signed by the Disclosing Party**

(..................................................) Researcher

……………………………………………………. **Signed by the Receiving Party**

(..................................................)

……………………………………………………. **Witness**

(..................................................)

……………………………………………………. **Witness**
(..................................................)