

23 February 2021

23-B Coleman Street
Singapore 179807

Tel. +65 6337 3888
Fax. +65 6337 8958
www.spm.org.sg

_____ (Company)
_____ (address)
_____ (address)
_____ (address)

Dear Sir/Madam,

COMPANY. REG. NO. 199502248C
a National Heritage Board Museum

**CONFIDENTIALITY OBLIGATIONS RELATING TO PROJECT FOR THE
INVITATION TO QUOTE FOR VISUAL IDENTITY DESIGN FOR UPCOMING
CHILDREN'S MUSEUM (REF: SPM/QN/01/02/2021) ("PROJECT")**

1. We refer to the abovementioned Project between the Singapore Philatelic Museum ("**SPM**") and _____ (Company) (Registration No.: _____) (collectively, the "**Parties**").
2. We wish to reiterate that during the course of the Project, information and documents/materials confidential to the SPM may be disclosed to _____ (Company) and/or its officers, directors, employees, agents, representatives or professional advisors ("**Authorised Persons**").
3. We therefore seek your utmost cooperation in ensuring that this letter agreement ("**Agreement**") and the following confidentiality obligations are at all times observed:
 - (a) _____ (Company) undertakes that it shall:
 - (i) keep confidential and hold in strictest confidence any Confidential Information¹ (as defined in the footnote below) provided or made available to _____ (Company) by SPM,

¹ For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, all information of a commercial, technical or financial nature relating to the Project, SPM and/or its officers, directors, employees, agents, representatives or professional advisors ("**Associates**") which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary products or information, intellectual property rights, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of SPM and/or its Associates, marketing information, brochures, printed matter, rates and rate tables, contracts, in whatever form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.

taking all necessary precautions to avoid disclosure of such Confidential Information to any third party (including without limitation, any of _____'s (Company) affiliates, companies or firms under common shareholding, control and/or management, including its parent companies and subsidiary companies) with the same degree of care as is used with respect to _____'s (Company) own information of like importance which is to be kept confidential;

- (ii) not make use of such Confidential Information other than use for the purposes of this Project, without the prior written consent of SPM;
- (iii) disclose the Confidential Information to Authorised Persons only on a strictly "need to know basis"; and
- (iv) ensure that all Authorised Persons to whom it discloses the Confidential Information to agree to comply with the terms of this Agreement as if they were a party to this Agreement, and be responsible for all disclosures and uses of the Confidential Information by the Authorised Persons.

(b) All Confidential Information shall be and remain the exclusive property of SPM, and _____ (Company) recognises and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by implication, license, or otherwise, to any Confidential Information of SPM disclosed pursuant to this Agreement, or to any intellectual property subsisting therein. _____ (Company) agrees to return and to ensure that the Authorised Persons return to SPM the Confidential Information, all records/documents and copies of the same (whether authorised or not), and all documents or items containing any portions of the Confidential Information, and all items under the its possession which:

- (i) belong to SPM;
- (ii) were received from SPM; or
- (iii) were produced pursuant to this Project.

In the case of softcopies, such records/documents shall be emailed to SPM at NHB_SPM_ADM@nhb.gov.sg or copied to CDRs/DVDs if the same are provided by SPM and returned to SPM, and any copies stored in the computer or other storage equipment or media used by _____ (Company) shall be securely deleted or erased.

4. For the avoidance of doubt, the confidentiality obligations in Clause 3 above do not extend to information which:

(a) _____ (Company) can show (whether through its files and records or otherwise) was in its

possession or known to it at the time of disclosure, apart from such disclosure as aforesaid;

(b) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this Agreement by _____ (Company);
or

(c) is approved for release by SPM in writing.

5. If _____ (Company) is required by law or any court of competent jurisdiction or an appropriately empowered governmental agency to disclose any Confidential Information, _____ (Company) shall provide prompt notice thereof to SPM so that SPM may seek a protective order, injunction or other appropriate remedy as SPM may deem fit. _____ (Company) agrees to assist NHB to obtain any such protective order, injunction or other appropriate remedy. If such protective order or other remedy is not obtained, _____ (Company) shall furnish only that portion of the Confidential Information which it is ordered to disclose and shall exercise its best efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information which is disclosed.

6. SPM takes the abovementioned confidentiality obligations seriously and reserves the right to initiate legal proceedings against _____ (Company) in the event of breach of any of the above Confidentiality obligations. In this regard, _____ (Company) agrees that any breach of this Agreement by _____ (Company) or any of its Authorised Persons shall result in irreparable harm to SPM, that money damages would not be a sufficient remedy and that SPM shall be entitled to specific performance and/or injunctive relief for any such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies, but shall be in addition to all other remedies available at law or in equity. _____ (Company) shall indemnify and hold harmless SPM against all liabilities, losses, damages, proceedings, suits, actions, claims and demands, costs (including legal costs on a full indemnity basis) and expenses whatsoever which may be incurred or become payable in respect of or as a result of any action taken to enforce the provisions of this Agreement or arising from or in connection with any breach of the provisions of this Agreement by _____ (Company).

7. _____ (Company) hereby acknowledges and agrees that (A) neither SPM nor any of their respective employees, servants, agents, officers or professional advisers accepts responsibility for or makes any warranty or representation, express or implied, as to the Confidential Information or as to its accuracy, completeness, fairness or otherwise and neither SPM nor any of their respective employees, servants, agents, officers or professional advisers shall have any liability whatsoever and howsoever arising in connection with the Confidential Information

and/or the supply, disclosure and/or any consequences of use thereof; and (B) it will not treat any Confidential Information as representing advice from SPM or any of their respective employees, servants, agents, officers or professional advisers.

8. This Agreement constitutes the complete and exclusive statement of the agreement between SPM and _____ (Company), and supersedes all oral or written proposals, prior written agreements and other prior communications between parties, concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by duly authorised representatives of the Parties.
9. The restrictions under this Agreement shall only cease to apply four years from the date hereof.
10. Each provision (or part thereof) of this Agreement shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable to invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Agreement.
11. _____ (Company) shall not assign any of its rights or obligations under this Agreement without the prior written consent of SPM.
12. Unless otherwise expressly provided herein, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.
13. No exercise or failure to exercise, or delay in exercising any right power or remedy vested in NHB under or pursuant to this Agreement shall constitute a waiver by SPM of that or any other right, power or remedy.
14. The Parties agree that the terms of this Agreement shall be governed by and construed in accordance with Singapore law and each Party submits to the non-exclusive jurisdiction of the Singapore courts.
15. We would greatly appreciate if you could indicate your acknowledgement and acceptance of the above terms by returning to us the signed acknowledgment portion of this letter within seven (7) days of receipt of this letter.
16. Please do not hesitate to contact us should you have any queries or require further clarifications on the above. Thank you.

Yours sincerely,

Tresnawati

Tresnawati Pihadi
General Manager

For and on behalf of the Singapore Philatelic Museum

ACKNOWLEDGMENT

I, _____ (name), as _____
(designation) and _____ authorised representative of
_____ (company), hereby acknowledge and
accept the terms and conditions of this Agreement dated _____ (date).

Signature:

Company stamp:

For and on behalf of _____ (Company)

Date: _____