

## UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

**THIS UNDERTAKING** ('Undertaking') is made on the       day of       20\_\_ by

**[NAME OF COMPANY]** (UEN No. [       ]), a company incorporated under the laws of Singapore, with its registered address at *[Address]* (the "**Company**")

to

**SINGAPORE SPORTS SCHOOL LTD** (Company Registration No. 200210728W), a company incorporated under the laws of Singapore with its registered office at 1 Champions Way, Singapore 737913 (hereinafter referred to as "**School**"),

each a "**Party**" and collectively, the "**Parties**".

### **WHEREAS:**

- A. The Parties wish to discuss and evaluate the possibility of a business relationship ("**Discussions**") relating to Tender Reference: 24/0054 for the DESIGN, DEVELOPMENT, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED SOFTWARE AS A SERVICE SYSTEM FOR FINANCE, HUMAN RESOURCE AND PROCUREMENT FOR SINGAPORE SPORTS SCHOOL LIMITED FOR A PERIOD OF THREE YEARS WITH OPTION TO EXTEND FOR TWO ADDITIONAL YEARS (the "**Purpose**") and the Company understands that it may acquire the School's Confidential Information in relation to the Purpose.
- B. The Company is agreeable to maintaining the confidentiality of the Confidential Information it will be receiving at all times, and the School agrees to disclose to the Company its Confidential Information for the Purpose subject to the Company's undertaking below.

**THE COMPANY UNDERTAKES** as follows:-

### **1. Definitions and interpretation**

- 1.1 Subject to the exceptions in Clause 3, the term "**Confidential Information**" shall mean any confidential information, whether disclosed orally or in written or other tangible or electronic form and without the need for such confidential information to be marked as confidential, received or obtained by the Company as a result of participating or agreeing to participate in discussions relating to the Purpose, including but not limited to:
  - 1.1.1 information which relates to the School or any of its affiliates;
  - 1.1.2 information relating to the Purpose (including its existence), the fact that discussions pertaining to the Purpose are taking or have taken place, and information which relates to the existence or content of the discussions;
  - 1.1.3 the fact of the existence and terms and conditions of this undertaking;

- 1.1.4 all information agreed to be, or marked as, confidential;
- 1.1.5 any information detailed in Schedule 1;
- 1.1.6 any information that the Company, its affiliates, or any of the Company's or its affiliates' Authorised Recipients knows, or could reasonably be expected to know, is confidential;
- 1.1.7 any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting any information received or obtained pursuant to the Discussions; and
- 1.1.8 the fact that the School or any of its affiliates has in its (or their) possession, custody or control, or is or may be utilizing for any purpose whatsoever, any of the foregoing Confidential Information.

1.2 The term "Confidential Information" shall not include any information that is:

- 1.2.1 or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Company, its affiliates, or any of the Company's or its affiliate's officers, directors, partners, members, employees, agents or consultants;
- 1.2.2 explicitly approved for release by prior written authorisation of the School;
- 1.2.3 independently learned or developed by the Company without use of any of the information referred to in Clause 1.1;
- 1.2.4 lawfully in the possession of the Company, or already known to the Company on a non-confidential basis, as evidenced by written records;
- 1.2.5 disclosed to the Receiving Party without any obligation of confidence by a third party who is not itself under or in breach of any obligation of confidentiality; or
- 1.2.6 which is required to be disclosed by law or court order, provided the School is, where practicable, given advance notice of such requirement of disclosure.

1.3 The term "Authorised Recipients" means the officers, directors, partners, members, employees, agents, consultants or professional advisors of the Company or its affiliates who are directly involved in carrying out the Purpose and whose duties require them to possess the Confidential Information on a need-to-know basis for the Purpose.

## **2. Undertaking of Confidentiality**

- 2.1 The School may (but shall not be required to) disclose Confidential Information, to be used strictly for the Purpose. In consideration of the School's disclosure of the Confidential Information or any part thereof, and subject to the exceptions provided in this Undertaking or with the School's prior written consent, the Company undertakes:
  - 2.1.1 to treat as strictly confidential and not to (whether directly or indirectly) disclose, allow to be disclosed, communicate, publish, release or make available any

Confidential Information, in whole or in part, to any person other than its Authorised Recipients;

- 2.1.2 not use the Confidential Information except for the Purpose;
  - 2.1.3 to receive, hold and maintain the Confidential Information in strictest confidence and not disclose, copy or reproduce or part with possession any of the Confidential Information or any documents containing Confidential Information save to the extent necessary for the Purpose and as consistent with the obligations in this Undertaking;
  - 2.1.4 to take and maintain all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having access to Confidential Information. Such precautions shall minimally include using the same protective measures as are used by the Receiving Party to protect its own confidential or proprietary information and in any event, shall not be less than a reasonable standard of care;
  - 2.1.5 to take all reasonable steps to prevent and restrict the Authorised Recipients from disclosing, making available or communicating any Confidential Information to any unauthorised persons;
  - 2.1.6 procure from each of its employees and professional advisers having access to the Confidential Information a written undertaking to maintain the same as confidential, and shall take such steps as may be reasonably practicable to enforce such obligations;
  - 2.1.7 keep all documents or materials containing or incorporating any of the Confidential Information at the usual place of business of the Company and ensure physical security of those documents
  - 2.1.8 not to transfer any Confidential Information outside Singapore, or allow parties outside Singapore to have access to it;
  - 2.1.9 to permit the School to access the Company's premises on reasonable notice in order to audit its compliance with this Undertaking where there are reasonable grounds to suspect a breach or where the School is required by law or any regulatory body to retrieve any Confidential Information that has been disclosed; and
  - 2.1.10 to notify the School immediately upon discovery of any actual or possible unauthorised use or disclosure of Confidential Information, or any other breach of this Undertaking by the Company, its affiliates, or any of the Company's or its affiliates' officers, directors, partners, members, employees, agents or consultants, and to co-operate with the School to limit the extent and impact of such unauthorised use or disclosure or breach.
4. If the Parties decide not to enter into a business relationship relating to the Purpose, the Company undertakes to return to the School or, of its own accord, destroy all copies of the Confidential Information in the Company's possession or control, and make no further use of all written or tangible materials furnished or developed thereunder, any note or memoranda of conversations relating thereto, and any other information or analysis produced or compiled using the Confidential Information.

5. The Company represents and warrants to the other that it has the right to enter into this Undertaking without breaching any fiduciary, contractual or statutory obligations. Save as expressly provided herein, the School does not make any representation or warranty as to, and expressly disclaims any implied representation of, the accuracy or completeness of the information disclosed. Nothing in this Undertaking shall be construed as a representation or warranty by the School that the information disclosed does not or will not infringe the intellectual property rights or violate any other legal rights of any third party.
6. In no event shall the School be liable to the Company for any losses, costs or expenses in connection with the use of or reliance on the information disclosed by the School.
7. Any notice (“**Notice**”) shall be in writing and shall be deemed to have been duly given when it is delivered by hand, post, or electronic mail to the Party as follows:

(a) in the case of the Company, the address and electronic mail address set out below:

[to be filled in]

(b) in the case of the School, to the Director, Corporate Services, [sooncb@sportsschool.edu.sg](mailto:sooncb@sportsschool.edu.sg) , 1 Champions Way, Singapore 737913.

Either Party may change its address and electronic mail address referred to above by giving the other Party written notice of the change. A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours after sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

8. The Company acknowledges that any breach of this Undertaking by itself or any Authorised Recipient. May result in irreparable injury and damage to the School which cannot be adequately compensated in monetary damages alone. The Company therefore agrees that the School may, in addition to all other legal remedies which may be available, seek such injunctive or other equitable relief as may be necessary to protect itself against any such breach or threatened breach of this Undertaking and the School shall be fully indemnified by the Company against all actions, claims and demands, and all related costs (on a full indemnity basis), expenses and damages incurred or sustained as a result of such breach or threatened breach.
9. This Undertaking shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

SIGNED by [Name & Designation] )

for and on behalf [FULL NAME OF COMPANY] )

in the presence of: )

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*[Name & Designation of Witness]*

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**SCHEDULE 1**

**1. Purpose:**

Information to be shared during Tender Briefing, Tender Corrigendum(s) and Tender Clarification(s).