TENDER NON-DISCLOSURE AND CONFIDENTIALITY UNDERTAKING

Tender No. INCEIF/NISFR 1/2026

SUPPLY, DESIGN, DEVELOPMENT, TESTING, COMMISSIONING, TRAINING AND SUPPORT OF THE NATIONAL ISLAMIC SOCIAL FINANCE DATA REPOSITORY (NISFR)

To: **International Centre for Education in Islamic Finance (INCEIF)** (Company No. 200501036588 [718736-K]), a company limited by guarantee registered under the Companies Act 2016, operating INCEIF University, duly registered under the Private Higher Educational Institutions Act 1996, of Jalan Tun Ismail, 50480 Kuala Lumpur, Malaysia ("INCEIF").

From: _____ (Company Registration No. _____) of _____ ("the Tenderer").

In consideration of INCEIF releasing the Confidential Information to the Tenderer for the Tender, the Tenderer undertakes to INCEIF as follows:

1 CONFIDENTIAL INFORMATION

1.1 Confidential Information means information of any kind and in any form concerning or in any way connected with INCEIF's business, property, affairs, technologies, intellectual property, data, processes or research, including the tender documents and annexes, which the Tenderer knows or ought to know is confidential, or which is identified as such in writing.

1.2 Confidential Information does not include information that the Tenderer can reasonably demonstrate: (a) is, or later becomes without fault on its part, publicly known or available; (b) was already known to it at the date of disclosure, as evidenced by written records, and not subject to any obligation of confidentiality; (c) was received from a bona fide third party without breach of any obligation to INCEIF and with a right to disclose; or (d) is independently developed by the Tenderer without use of or reference to the Confidential Information.

1.3 Confidential Information, including all copies of it, is at all times the property of INCEIF.

2 APPROVED PURPOSE

2.1 The Tenderer shall use the Confidential Information solely to evaluate the Tender and prepare and submit its tender, and, if successful, to negotiate the contract ("the Approved Purpose").

2.2 The Confidential Information includes the following confidential annexes, which INCEIF will release only after receiving this signed Undertaking: the National ISF Data Dictionary (draft), sample data submission templates, and the NISFR architecture documents.

3 RESTRICTIONS ON USE AND DISCLOSURE

3.1 The Tenderer shall not: (a) disclose, release or make available any Confidential Information to any person except as permitted by clause 5; or (b) use or reproduce any Confidential Information except solely for the Approved Purpose.

4 OBLIGATIONS OF CONFIDENTIALITY

4.1 The Tenderer shall, in respect of the Confidential Information:

(a) keep it secret and confidential and comply with the applicable laws;

(b) implement and maintain reasonable security measures to keep it safe from unauthorised access, use, copying or disclosure;

(c) immediately notify INCEIF of any unauthorised access or use of it, or any suspected or actual breach of this Undertaking; and

(d) return or destroy it, including all copies, within seven (7) days of INCEIF's written request, or of being notified that its tender was unsuccessful or that the Tender has been cancelled, and on request certify in writing that this has been done.

5 PERMITTED DISCLOSURE

5.1 The Tenderer may disclose Confidential Information:

(a) to any person with INCEIF's prior written approval, to the extent of and subject to any conditions in that approval;

(b) to its directors, employees, professional advisers and proposed subcontractors who need to know it for the Approved Purpose and who are bound by obligations of confidentiality no less strict than this Undertaking. The Tenderer is responsible for any breach by them; and

(c) where required by law, provided that, where possible, INCEIF is given prior notice and the disclosure is limited to what the law requires.

6 PERSONAL DATA

6.1 The Confidential Information released for the Tender does not contain personal data. If the Tenderer receives any personal data (as defined in the Personal Data Protection Act 2010) from INCEIF, it shall process that data only for the Approved Purpose and in accordance with that Act, shall not transfer it outside Malaysia, and shall return or destroy it under clause 4.1(d).

7 NO LICENCE OR COMMITMENT

7.1 No licence or other right in the Confidential Information is granted to the Tenderer. Nothing in this Undertaking obliges INCEIF to award any contract to the Tenderer.

8 BREACH

8.1 If the Tenderer breaches this Undertaking, it shall indemnify INCEIF, its directors, employees, agents and contractors against all harm, loss, damage, costs and expenses (including legal expenses on a full indemnity basis) suffered as a direct or indirect result of, or in connection with, the breach. The Tenderer acknowledges that damages may not be a sufficient remedy and that INCEIF may seek injunctive or other equitable relief. A breach may also lead to the Tenderer's disqualification from the Tender.

9 TERM

9.1 This Undertaking ends when the Tenderer and INCEIF sign a contract that contains provisions on the confidentiality of the Confidential Information. Otherwise it continues for three (3) years from the date below, whether or not the Tenderer submits a tender.

10 GENERAL

10.1 This Undertaking is governed by the laws of Malaysia. The Tenderer irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia.

10.2 The Tenderer shall bear its own costs and any stamp duty payable on this Undertaking.

Signed for and on behalf of the Tenderer by its authorised representative:

_____	_____
Signature	Witness
Name:	Name:
Designation:	NRIC/Passport No.:
NRIC/Passport No.:	Date:
Date:	
Company stamp:	