

CAG Reference: ED/T4/2012/1.1

10 April 2012

All Consultants

**Attention:**

Dear Sirs

**Disclosure of Confidential Information Pertaining to the Provision of Concept Design Consultancy Services for Terminal 4, Singapore Changi Airport ("the Matter")- Confidentiality Agreement**

We refer to our communications with you regarding the Matter.

We agree and acknowledge that either of us ("**the Disclosing Party**") may directly or indirectly disclose to the other ("**the Receiving Party**") materials and information ("**Confidential Information**") in any form related to the Matter including information, analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs, excluding materials which at the date of receipt, were lawfully possessed by the Receiving Party or which were not acquired directly or indirectly from the Disclosing Party or which entered the public domain without any fault of the Receiving Party. Unless expressly provided otherwise or the context requires otherwise, references in this Agreement to "Receiving Party" or to "Disclosing Party" includes its shareholders, related companies, directors, servants, agents, representatives or advisers (singularly or collectively, "**Authorised Representatives**").

For good order's sake, the Receiving Party undertakes and agrees that:

- (1) it will keep the Confidential Information secret and confidential and it will use the Confidential Information only for the Matter;
- (2) it will not release or disclose any Confidential Information to any person other than its Authorised Representatives without the prior written consent of the Disclosing Party (which consent will not be unreasonably withheld), except as may be required by law **Provided that** –
  - (a) if the Receiving Party is compelled by law to disclose such information, the Receiving Party will immediately notify the Disclosing Party in writing so that the Disclosing Party may, seek to prevent that disclosure;
  - (b) the Receiving Party will take such steps as the Disclosing Party may reasonably require to prevent or minimize the scope of such disclosure; and
  - (c) in any case, if the Receiving Party is compelled to make disclosure, it will disclose only that portion of the Confidential Information which must be disclosed;
- (3) even if it discloses any Confidential Information in accordance with this Agreement to any person, the Receiving Party will first obtain the undertaking of such person in a form acceptable to the Disclosing Party, to use the Confidential Information in accordance with this Agreement, and any breach by such persons will constitute a breach by the Receiving Party; and

- (4) if it becomes aware or is deemed to have become aware of any disclosure or use of any Confidential Information contrary to the rights of the Disclosing Party, the Receiving Party will notify the Disclosing Party in writing immediately and if possible, provide the Disclosing Party with evidence of such disclosure or use.

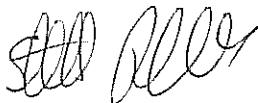
However:

- (A) this Agreement does not:
- (a) require any party to disclose or receive any Confidential Information;
  - (b) constitute or imply any representation, warranty or undertaking by the Disclosing Party of the accuracy or completeness of the Confidential Information used or disclosed; nor
  - (c) grant to the Receiving Party, any intellectual property or other proprietary right in any Confidential Information;
- (B) at the Disclosing Party's request or if the Matter is suspended or terminated, whichever will be earliest, the Receiving Party will return to the Disclosing Party all Confidential Information and any document or material incorporating any Confidential Information earlier provided by or for the Disclosing Party, in as good order and condition as at the date of receipt and not retain any copy;
- (C) each party will indemnify the other party fully for any losses, damages or expenses that may result from any breach of the provisions of this Agreement and will waive any rights which the former may have to oppose the granting of any equitable relief (including injunctive relief) sought by the other party in relation to any threatened or actual breach of the provisions of this Agreement;
- (D) neither party will assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party (which consent will not be unreasonably withheld); and
- (E) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrator shall be one, the seat of arbitration shall be Singapore and the governing law of this Agreement shall be the substantive law of Singapore.

This Agreement will be valid until Jan 2018 notwithstanding the parties' decision (if any) not to proceed with the Matter.

Please indicate your agreement by signing and returning the duplicate of this letter to us.

Yours faithfully



Stuart Ralls  
Senior Manager, Projects  
Projects and Contracts Division

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DATE:

**Disclosure of Confidential Information Pertaining to the Provision of Concept Design Consultancy Services for Terminal 4, Singapore Changi Airport (“the Matter”) - Confidentiality Agreement**

We, \_\_\_\_\_ accept the terms and  
*(name and address of company)*

conditions of the Confidentiality Agreement as described above.

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Signature & Date

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Name & designation of authorised signatory

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Please return this form by mail to:

Tender for the Provision of Concept Design Consultancy Services  
for Terminal 4, Singapore Changi Airport

Executive Vice President, Engineering & Development  
Engineering & Development Group  
60 Airport Boulevard  
046-032, 4th Storey, Terminal 2  
Singapore Changi Airport  
Singapore 819643