

Letter of Intent to Submit Project Proposal and Application for Receipt of Information on “Bioplastic Pilot Plant Project in Thailand”

Name – Surname: _____
Title: _____
Company: _____
Address: _____
Tel. _____ Mobile Phone: _____
Fax. _____ Email: _____

Intend to submit the Project Proposal and hereby request to receive information to prepare the Proposal for the “Bioplastic Pilot Plant Project in Thailand” (hereinafter referred to as the “**Project**”) of the National Innovation Agency (Public Organization) (hereinafter referred to as “**NIA**”).

I, _____, am the authorized person to affix signature binding upon _____ Co., Ltd. (hereinafter referred to as the “Company”). I hereby provide the following certification and agreement to NIA:

Article 1 Restrictions on Use and Disclosure of Information

1.1 The Company agrees to use the information provided by NIA as listed in the Exhibits and/or any other information provided by NIA which is indicated as, or may be reasonably expected as, confidential information which has not generally been known or not yet accessible in relevant circles/industries (hereinafter referred to as the “**Information of NIA**”) to conduct feasibility study of the Project and to support the Project Proposal preparation of the Company in order to apply for the financial support from NIA only.

1.2 The Company agrees to strictly keep confidential all of the Information of NIA as received by the Company or acquired by the Company by any manner whatsoever and shall not disclose, disseminate or commit any other act which may cause the leakage of Information of NIA, either wholly or partially, to other persons, either directly or indirectly, provided that the confidentiality obligations of the Company shall continue after this Project is cancelled or terminated by any reason whatsoever.

1.3 The Company agrees not to use the Information of NIA in a commercial manner or for benefits other than as specified in Article 1.1, regardless of use or exploitation, either directly or indirectly, for any objective whatsoever, unless specifically authorized in writing by NIA.

1.4 The Company shall not reproduce, adapt, or modify any or all of the Information of NIA and shall not use the Information of NIA in the manner other than as set out in Article 1.1 to acquire intellectual property rights in the information or based on the Information of NIA.

1.5 The Company agrees to disclose the Information of NIA only to its employees, officers, or agents who have duties in direct relation to the evaluation of feasibility study of the Project and/or Project Proposal preparation of the Company in order to apply for the financial support from NIA, whereby such employees, officers, or agents shall be notified and thereby fully aware that such information is confidential and shall agree to be bound by and comply with the restrictions on use and disclosure of the Information of NIA as set forth herein. The Company has the duty to control, supervise, and be responsible for its employees, officers, and agents in keeping and using the Information of NIA.

Article 2 Exception

The restrictions on use and disclosure of information under Article 1 shall exclude the following information:

2.1 The information for which evidence in writing can be produced by the Company that the Company has the aforesaid information in its possession prior to receiving the Information of NIA;

2.2 The information which is in the public domain and generally known during signing or after signing this Letter, provided that the fact that such information becomes public shall not be caused by breach of a contract or any act committed by the Company and/or its employees, officers, or agents;

2.3 The information received from other persons who are entitled to provide information and the Company has no duty to keep such information confidential, provided that the sources of information shall not be related to NIA in any way.

Article 3 Accuracy of Information

The Company acknowledges and understands that NIA is not liable for the accuracy/completeness of the Information of NIA which the Company received. In the event of damage or injury as a result of the use of or reference to the Information of NIA, the Company hereby irrevocably waives its right to bring legal actions, civil and/or criminal, against NIA.

Article 4 Certification of the Company

The Company acknowledges and understands that the Company shall be liable to NIA in all respects of its obligations and certifications provided herein, including that the Company shall control and supervise the acts committed by the persons within its organization or under the control of the Company, for example, its directors, officers, employees, and any third parties who can access the Information of NIA as a result of their contact or coordination with the Company. The Company shall ensure that such persons will not breach any of the certifications or agreements given to NIA herein. If the Company or any persons under its supervision and/or control or third parties who can access the Information of NIA as a result of their contact or coordination with the Company breach any of the foregoing certifications or agreements given to NIA herein, the Company shall be liable to NIA for any damages incurred.

Signed _____
(_____)
Date: _____

[Translation / Not Official Form]

Remark: Please complete and return this Form to Fax. 02-644 8444 or Email: sirapat@nia.or.th.

Page 2 / 2