

## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is made on this day \_\_\_\_\_ month \_\_\_\_\_ year 20\_\_\_\_\_ between the **Disclosing party** and **the receiving party**, collectively referred to as the “parties” which will be effective being the date when this agreement comes into force.

### I. RECITALS

A. The Disclosing party and the receiving party wish to exchange certain information pertaining to \_\_\_\_\_. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.

B. The Disclosing party and the receiving party wish to exchange the information for the sole purpose of \_\_\_\_\_ and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as “Information”).

C. The First Party and Second Party are willing to disclose Information (as “Disclosing Party”) and receive Information (as “Receiving Party”) as the case maybe, on the terms and conditions set forth herein.

### II. AGREEMENT

In furtherance to the above mentioned, IITB and Company agree to the following:

1. The Receiving Party will:
  - a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information.
  - b. Use the Information only for the above-mentioned purpose;
  - c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
  - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to agree to maintain those obligations.
  - e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer

memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which
  - a. was known to Receiving Party prior to disclosure by Disclosing Party,
  - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
  - d. is independently developed by Receiving Party or
  - e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
  - f. is required by law or decree.
3. The Information shall remain the sole property of Disclosing Party.
4. Neither Disclosing party makes any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, neither Disclosing party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither Disclosing party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.
5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
8. The obligation of this Agreement shall be continuing for a period of \_\_\_ years after the disclosure has been made. However, IITB is free to use the Information solely for the purpose of teaching after a period of \_\_\_ years.

9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Mumbai courts.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above.

**[Disclosing Party]**

**[Receiving Party]**

Name :

Name :

Address:

Address:

Date :

Date :

Witness :

Witness :