Confidentiality and Non Disclosure Agreement:

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Recipient") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Discloser").

WHEREAS the Recipient has requested the Discloser to disclose certain proprietary and confidential information for the sole purpose of enabling the Parties to mutually evaluate the possibility of entering into a collaborative relationship (hereinafter referred to as “the Purpose”) and

WHEREAS the Discloser is willing to disclose the said information to the Recipient subject to the terms of this Agreement.;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Confidentiality.

1.1 Confidential Information

Confidential Information means information of all nature including but not limited to technical, scientific, industrial, commercial, analytical information, all intellectual property related information, ideas, processes, programmes, codes, software, know-how, discoveries, inventions, whether patentable or not, improvements, modifications, patent and patent applications, copyrights, trade secrets and know-how, drawings, prototypes, processes, specifications disclosed by the Discloser or any of its employees, researchers or students for the Purpose to the Recipient and/ or any of its members, employees, associates, representatives or partners associated with the Recipient, either in oral or written form, or through any other form of communication and includes any copies, notes, analyses, studies, compilations prepared by the Recipient, data, documents, samples and other materials and any textual, numerical, graphical drawing or image fixed on paper, electronic or like media or any storage device containing or embodying Confidential Information, all information directly or indirectly derived in whole or in part from such information so obtained from the Discloser.

* 1. No Right to Use –

Recipient agrees and undertakes not to use the Confidential Information directly or indirectly in any way, or to manufacture and / or test any product embodying Confidential Information, except for the purpose set forth above.

1.2 No Disclosure –

Recipient agrees and undertakes to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees who are bound by a correspondingly equal obligation as that of the Recipient under this Agreement and having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

1.3 Protection of Secrecy-

Recipient agrees to using at least the same degree of care that the Recipient applies to its own proprietary, secret or confidential information to prevent the unauthorized use, reproduction, disclosure, dissemination or publication of the Confidential Information but in no event in a less prudent and diligent manner. .

1.4 Return:

The Recipient shall upon demand and / or completion of the Purpose return to the Discloser all Confidential Information in the possession and / or control of the Recipient which includes inter alia:

1. all documents and tangible items including any samples it has received from the Discloser under this Agreement pertaining, referring, relating to and /or containing the disclosed Confidential Information; and

b) all copies, summaries, compilations, analyses, studies, records, descriptions, modifications, drawings and adaptations which the Recipient has made from the documents and items referred to in this clause.

2. Limits on Confidential Information –

The obligations laid down in Clause 1 of this Agreement shall, however, not apply to such information which the Recipient can document:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

3. Ownership of Confidential Information –

Recipient agrees that all Confidential Information and embodiments thereof including reproductions are and shall remain the exclusive property of Discloser, and that Discloser may use such Confidential Information for any purpose without any obligation to the Recipient. Nothing contained herein shall be construed as granting and/ or implying any transfer of rights and / or title by way of license or otherwise to Recipient in the Confidential Information or any part thereof, or any patents, copyright or other intellectual property protecting or relating to the Confidential Information.

4. Breach

* 1. The breach by any person of any of the obligations imposed on them under this Agreement shall be deemed to be a breach of this Agreement by the Recipient.

4.2 The Recipient acknowledges that any breach by it of this Agreement is likely to result in extensive loss and damage to the Discloser (including without limitation loss of profit or opportunity) and that, in addition to damages, an injunction would be an appropriate remedy for the Discloser in the event of such breach in addition to whatever remedies it might have in law or in equity.

5. Term –

The term of this Agreement shall be 2 (two) years from the Effective Date.

However the Recipient’s obligations of confidentiality under this Agreement shall survive the termination of this Agreement.

6. Survival of Rights and Obligations –

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

7. Miscellaneous:

7.1 Discloser makes no representation or warranty as to the accuracy or the completeness of the information (whether Confidential Information or not) and shall have no liability in contract, tort or otherwise resulting from the Recipient’s use of such information.

7.2 No waiver or modification of this Agreement will be binding upon the Parties unless made in writing and signed by a duly authorised representative of such Parties. Further, failure or delay in enforcing any right under this Agreement by any Party shall not amount to a waiver of such right.

7.3 Confidential Information shall be deemed to be publicly available only if such Confidential Information as a whole is publicly available. Any combination of features shall not be considered to be within the scope of the exceptions of Clause 2 merely because any individual feature(s) is publicly available unless the combination itself as a whole is publicly available.

7.4 This Agreement shall not be amended except in writing, signed by the Parties, through their duly authorised representatives.

7.5 Neither Party shall assign any or all of its rights or obligations under this Agreement.

7.6 This Agreement does not create any partnership, agency or further relationship between the Parties.

7.7 All notices, authorizations, etc., relevant to this Agreement will be personally served or sent by first class mail, postage pre-paid, to the respective Parties at the following addresses:

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7.8 This Agreement shall be governed, interpreted and construed in accordance with the laws of India and the Courts in Mumbai shall have jurisdiction in respect of any dispute arising out of or in relation to this Agreement.

**IN WITNESS WHEREOF** the Parties hereto execute this Agreement by their duly authorised representatives as of the date first above written

For and on behalf of

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

For and on behalf of

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_