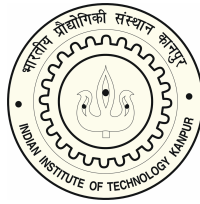


# Non Disclosure Agreement

(IITK as disclosing party)

Between

Indian Institute of Technology Kanpur



And

University of \_\_\_\_\_

(Logo)

as of \_\_\_\_\_ (*effective date*)

## MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as the Agreement) is by and between

Indian Institute of Technology Kanpur having its address at Kanpur 208 016 hereinafter referred to as IITK which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and

\_\_\_\_\_, a corporation having a business address at \_\_\_\_\_, hereinafter referred to as the Company, which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns on this day \_\_\_\_\_ month \_\_\_\_\_ year 20 \_\_\_\_\_ being the date when this agreement comes into force.

### I. RECITALS

IITK and the Company wish to exchange certain information pertaining to \_\_\_\_\_ (hereinafter referred to as Research project). This Agreement will apply to all confidential and proprietary information disclosed by IITK (disclosing party) to the Company (receiving party) and includes information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). 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.

**A.** IITK and the Company 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 hereinafter collectively referred to as "Information"). Such information which is:

1. Disclosed by or on behalf of the disclosing party to the receiving party,
2. Otherwise learned or ascertained by the receiving party from inspection and/or evaluation of sample(s) identified by the disclosing party as confidential and provided to the receiving party by or on behalf of the disclosing party (sample(s)) and/or,
3. Otherwise learned or ascertained by the receiving party from the disclosing party.

**B.** IITK is willing to disclose Information (as "Disclosing Party") and the Company is willing to receive Information (as "Receiving Party") on the terms and conditions set forth herein.

## **II. AGREEMENT**

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

- 1.** Such information shall be disclosed in documentary or tangible form and to the extent practical marked to indicate its confidential nature. In the case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- 2.** The nature and scope of such information to be disclosed shall be in the sole discretion of the disclosing party.
- 3.** The type and quantity of Sample to be provided shall be the sole discretion of the IITK. The submission of Sample pursuant to this Agreement is not a sale nor offer for sale and are for experimental purposes only.
- 4.** The parties appoint the following representatives to monitor and to handle such information:

For IITK

For Company

Any change in representatives shall be made upon written notice to the other party to this agreement.

- 5.** All disclosure subject to this agreement shall be complete within \_\_\_\_ months of the effective date.
- 6.** The Receiving Party will 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.
- 7.** The Receiving Party will use the Information only for the above mentioned purpose.
- 8.** The Receiving Party will restrict disclosure of the Information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- 9.** The Receiving Party will 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 maintain those obligations.
- 10.** The receiving party will within fifteen (15) days of notice furnished by disclosing party return to the disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, to the disclosing Party.

**11.** This Agreement imposes no obligations 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.

**13.** The Information shall remain the sole property of Disclosing Party.

**14.** Disclosing party does not make 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, Disclosing party does not make 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. Disclosing party shall not 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.

**15.** 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.

**16.** 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.

**17.** The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).

**18.** The obligation of this Agreement shall survive the termination of this agreement.

**19.** In the event the receiving party is required by judicial or governmental administration process to disclose such information of the disclosing party, the receiving party shall promptly notify the disclosing party so that the disclosing party may seek appropriate means to protect the confidentiality of its information.

Notwithstanding the absence of such means, if, in the opinion of the receiving party's counsel the receiving party is compelled to disclose such information, the receiving party may disclose only the information that is required without liability hereunder.

**20.** This Agreement shall terminate at the end of the disclosure period. The obligations of paragraph 7, 8, 9, 11 and 19 shall be for a period of five years from the end of the disclosure period and shall survive termination of this agreement.

**21.** 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 New Delhi courts.

**22.** All additions or modifications to this agreement must be made in writing and must be executed by both the parties.

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

For

For

Indian Institute of Technology Kanpur

Company

Name

Name

Date

Date

Witness:

Witness: