

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made on this _____ day of _____

By and between:

Punjabi University, Patiala, a University established under Punjab Act No. 35 of 1961, situated at Rajpura Road, Patiala– 147002, Punjab, represented by its Registrar/ Duly Authorized Signatory, (hereinafter referred to as "the **Disclosing Party/PUP**") which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, successors-in-interest, nominees and assigns of the ONE PART.

AND

XYZ, a company incorporated under the Companies Act, 1956 having its registered office at [Address] (hereinafter referred to as "**Receiving Party**" which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, successors-in-interest and permitted assigns of the OTHER PART);

Both the PUP and Company may each be referred to individually as a 'Party' and collectively as 'the Parties'

RECITALS:

- A. WHEREAS the Company is desirous of collaborating with PUP and its researchers and to_____. (hereinafter referred to as the "**Purpose**"); (Please define the purpose clearly)
- B. WHEREAS in connection with the Purpose and even for initial feasibility studies, PUP shall disclose certain proprietary and/or confidential information, material, documents, etc. (hereinafter referred to as "**Proprietary and/or Confidential Information**" as described in Clause 1 hereinbelow) to the Other Party;
- C. WHEREAS PUP is desirous of protecting its Proprietary and/or Confidential Information disclosed, and both Parties wish to agree to the terms and conditions of use, disclosure, protection, etc. of the Proprietary or Confidential Information and the rules governing the same by means of this Agreement;

1. DEFINITION OF "CONFIDENTIAL INFORMATION"

- a. For purposes of this Agreement, the Party receiving Confidential and Proprietary Information and such Party's Affiliates, as applicable, shall be referred to as the **"Receiving Party"** and the Party providing the Confidential and Proprietary Information, and such Party's Affiliates, as applicable will be referred to as the **"Disclosing Party"**.
- b. For the purpose of this Agreement all information provided by the Disclosing Party that is disclosed to the Receiving Party or to which the Receiving Party obtains access, for the Purpose, shall be presumed to be "Confidential Information" and shall mean and include any or all information whether identified or not and disclosed either in written or oral format by the Disclosing Party to the Receiving Party directly or indirectly and shall without limitation, include, specifications, trade secrets, computer software, circuits designs, schematics, data and know-how, drawings, computer software, copyrightable materials, programs, process techniques, formulae, inventions, marketing plans, strategies, business, financial, know how, strategies, forecasts, technical data, any or all intellectual property/rights, product development plans, process, prototypes, products, marketing, sales leads and work in progress; engineering, technical, manufacturing, service, commercial, client, customer, financial and personnel information relating to present and future business; and all nonpublic information furnished, disclosed, or transmitted, regardless of form . Confidential Information also includes such information disclosed to the Receiving Party by third parties (if any) on behalf of the Disclosing Party.

2. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Notwithstanding anything to the contrary, Confidential Information of the Disclosing Party shall not include any information, which the Receiving Party can demonstrate:

- a. is at the time of disclosure, in the public domain (e.g., by publication of a patent or by any other means) or later becomes part of the public domain (eg. by publication of a patent of research article or by any other means) for reasons not attributable to any unauthorized or wrongful act or omission of the Receiving Party or

- b. was in the Receiving Party's possession at the time of disclosure or is independently developed by the Receiving Party, without access/use or reference to the Disclosing Party's Confidential Information and where such development can be evidenced by the records of the receiving party as kept in the ordinary course of its business;
- c. is disclosed to the Receiving Party by a third party and Receiving Party was not aware that the third party had a duty of confidentiality to Disclosing Party in respect of the information;
- d. Notwithstanding the foregoing, each Party may disclose the other party's Confidential Information to the extent required by the order of a court of competent jurisdiction, administrative agency or any other government body or by applicable laws, rules or regulations or pursuant to governmental proceedings, provided, however, that to the extent possible, each party shall give the other Party prior written notice of such disclosure and reasonably cooperates and assists the other party in its efforts to oppose or mitigate such disclosure; and

3. USE AND MAINTENANCE OF CONFIDENTIAL INFORMATION

- a. Receiving Party acknowledges that it considers the Proprietary Information it receives to be valuable, confidential and a trade secret. Receiving Party agrees to keep secret and confidential the Proprietary Information of the Disclosing Party, and further agrees to use such information solely for the Permitted Purpose. Disclosing Party will furnish the Receiving Party only with such Proprietary Information as is necessary for the Permitted Purpose. Except as authorized by this Agreement, the Receiving Party shall not use any Proprietary Information for the Receiving Party's own or any third party's benefit, without the prior written approval of an authorized representative of the Disclosing Party.
- b. Receiving Party further agrees that the Proprietary Information shall not be disclosed to any third party, except that Receiving Party may disclose the Proprietary Information or portions thereof to those of its directors, officers, employees, representatives and agents (collectively, the "Representatives") who need to know such information for the Permitted Purpose. Prior to disclosing any Proprietary Information to any Representative, the Receiving Party will inform such Representative of the confidential nature of the Proprietary Information and will require such Representative to agree to be bound by this Agreement. The Receiving Party shall give all assistance reasonably required by the Disclosing Party to enable the Disclosing Party to prevent any improper

disclosure and/or use of Proprietary Information by any of the Representatives of the Receiving Party.

- c. Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- d. Receiving Party shall not reverse engineer any process, prototype and product, decompile or disassemble any software or hardware, or other tangible objects, which embody the Disclosing Party's Confidential Information provided to the Receiving Party hereunder.
- e. The Receiving Party shall not make copies of the Proprietary Information provided that a reasonable number of copies may be made for the Permitted Purpose and such copies shall be regarded as Proprietary Information.
- f. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. The Receiving Party shall not use the Confidential Information to procure a commercial advantage over Disclosing Party.

4. NO LICENSE OR OTHER RIGHTS

The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information except the limited entitlement to use such Confidential Information in accordance with the Purpose under this Agreement. Neither Party shall make, have made, use, assign, duplicate, apportion or sell for any purpose any product or other item using, incorporating, or deriving from any Confidential Information of the other party.

5. RETURN OF PROPRIETARY INFORMATION

At the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all of the Disclosing Party's Proprietary Information, together with all copies thereof and all notes, drawings, abstracts and other information relating to such Proprietary Information prepared by the Receiving Party or any of its Representatives, regardless of the medium in which such information is stored, whether or not then in the possession of the Receiving Party or in the possession of any of the

Representatives. Further, upon request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with a statement, signed by a duly authorized representative of the Receiving Party, stating that the Receiving Party has complied with the terms of this Agreement. In case of such Confidential Information that can only be destroyed and cannot be physically handed over/returned, then the Receiving Party shall destroy their Confidential Information and issue a written certificate certifying that destruction has taken place by listing out the details thereof. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party.

6. NO WARRANTY OR REPRESENTATIONS

All Confidential Information is provided "as is". Neither Party makes any warranties, express, implied, or otherwise, regarding its accuracy, completeness or performance, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither Party shall be liable to the other hereunder for amounts representing alleged loss of profits, loss of business, direct or indirect or consequential loss or damages to the other Party in connection with the provision or use of Information hereunder, except in cases which constitutes a breach of this Agreement. In no event shall either Party be liable to the other for punitive damages.

7. TERM

This Agreement shall come into force on the last day written below (Effective Date) and shall be in full force and effect for 3(three) years from the Effective Date of the Agreement unless otherwise terminated by either Party giving 30 days' notice to the other of its desire to terminate this Agreement. The obligation of confidentiality and limitations of use shall continue for 10 (ten) years beyond completion/termination of the term of this Agreement. Upon expiry or earlier termination, Receiving Party shall take all steps as provided in this Agreement including for in Clause 5, above.

8. SUBJECT MATTER

The Confidential Information contemplated for disclosure under this Agreement shall be described in more detail in the Addendum. The Receiving Party may use the Confidential Information solely for the Purpose as described hereinabove.

9. ADDENDUM

The Confidential Information to be disclosed and the Purpose of such a disclosure (if different from above) shall be set forth in an Addendum in the form attached hereto and shall be incorporated by reference and numbered as Addendum 1, 2 etc. All

addendums shall be considered as part and parcel of this Agreement and shall be legally binding on the Parties hereto.

10. MISCELLANEOUS

- a. Disclosing Party and Receiving Party agree that the Proprietary Information will be disclosed to Receiving Party with the express understanding that neither party will be obligated to enter into any further agreement relating to the Proprietary Information.
- b. Receiving Party agrees that money damages will not be an adequate remedy for any breach of this Agreement and that Disclosing Party shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement, in addition to any other remedies available to the Disclosing Party at law or in equity. Disclosing Party and Receiving Party, each waive the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement.
- c. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof.
- d. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the Disclosing Party.
- e. This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, negotiations and commitments between the parties related to the subject matter, and shall not be changed or modified in any manner, except by mutual written consent signed by duly authorized representatives of each of the parties. Nothing in this Agreement shall exclude or limit Receiving Party's liability for fraud.
- f. This Agreement shall be construed, interpreted, and governed by the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Patiala City alone.
- g. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the parties' other than as independent contracting parties.

- i. This Agreement may be executed in 2 (two) counterparts, each of which shall be an original and with each Party in possession of one such original, but both together shall constitute one instrument.

***IN WITNESS WHEREOF**, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.*

Punjabi University, Patiala
(Disclosing Party)
By its authorized signatory

Company
(Receiving Party)
By its authorized signatory

Signature:

Signature:

Name:

Name:

Title/Designation: Registrar

Title/Designation:

Seal:

Seal:

WITNESSES:

Signature:

Signature:

Name:

Name:

Address:

Address:

Title/Designation:

Title/Designation: