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| **Confidentiality Agreement/Non-Disclosure Agreement** | | | |
| This confidentiality agreement is entered on     (Effective Date) between the parties having the particulars stated here under. | | | |
| **Party 01** | | | **Party 02** |
| It is understood and agreed to that the parties would like to exchange certain information that may be considered confidential. The party that exchanges the information will be termed as “Discloser” and the other party accordingly shall be the “Recipient” of such information as specifically applicable.  To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows: | | | |
| 1. | The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) can be described as and includes: | | |
|  | Technical and business information relating to Discloser’s proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, study data, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.  In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is  (a) **disclosed by Discloser in writing and marked as confidential** **(or with other similar designation) at the time of disclosure; and/or**  (b) **disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure**. | | |
| 2. | Recipient shall use the Confidential Information only for the designated purposes of research and evaluation or for further development as mutually agreed. All information disclosed by one party to the other shall remain the property of the disclosing party and be maintained in confidence by the Recipient party and not disclosed by the Recipient party to anyone, without prior written permission of the disclosing party. | | |
| 3. | Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information. | | |
| 4. | This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient. | | |
| 5. | Discloser warrants that he/she has the right to make the disclosures under this Agreement. | | |
| 6. | This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement. | | |
| 7. | Neither party has an obligation under this Agreement to commercialise any service or goods, or for conveyance of any intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner. | | |
| 8. | Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party’s decision to use or rely on any information exchanged under this Agreement. | | |
| 9. | If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other equitable and legal remedies in the event of a breach or threatened breach of this Agreement. | | |
| 10. | This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of India subject to jurisdiction of competent court at Delhi. | | |
| 11. | This Agreement shall become valid from the “Effective Date” and shall remain effective till       years thereafter or till such time the Confidential Information comes into the Public Domain without any negligence of the recipient Party or till such time a superseding agreement on confidentiality is entered between Parties, whichever is earlier. | | |
| 12. | The parties agree to use reasonable endeavours to amicably settle any dispute arising among them in relation to the execution of the Project.  If such resolution by mutual consultation is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Center for Alternate Dispute Resolution (ICADR), an Autonomous Agreements organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 as amended on the date of reference of the Dispute. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the Agreement expiring or ceasing to exist or being terminated or foreclosed.  **Dispute Resolution and Governance (only if any of the Party is outside India)**  The parties agree to use reasonable endeavours to amicably settle any dispute arising among them in relation to the execution of the Project.  If such resolution by mutual consultation is not possible, then the unresolved dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.  The seat of the arbitration shall be Singapore. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English. The award made in pursuance thereof shall be binding on the Parties. | | |
| 13. | If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. | | |
|  | WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. | | |
| **Party 1** | | **Party 2** | |
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| Name: | | Name: | |
| Institute/Company: | | Institute/Company: | |
| Affiliation: | | Affiliation: | |
| Address : | | Address : | |
| Date and Time: | | Date and Time: | |
| Signature & Seal: | | Signature & Seal: | |
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