**Non-Disclosure Agreement**

This Agreement made on this the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024

**By and Between**

**National Transportation Planning And Research Centre (NATPAC)**, K.Karunakaran Transpark, Ulloor - Akkulam Road, Aakkulam, Thuruvikkal PO, Thiruvananthapuram, Kerala 695011 and its regional offices at Ernakulam and Kozhikode districts (hereinafter referred to as NATPAC, which term shall unless otherwise repugnant to the context include its successors and permitted assigns) represented by Junior Scientist, Regional Office, Ernakulam on the First Part

And

School of Engineering, CUSAT, Kalamassery, Kochi, Kerala, 682022, the multi-disciplinary institution established in 1978, (hereinafter referred to as “School of Engineering, CUSAT” which term shall unless otherwise repugnant to the context include its successors and permitted assigns) represented by Dr. Prof. Sudheep Elayidom on the Second Part.

NATPAC and School of Engineering, CUSAT are hereinafter collectively referred to as "Parties" and is referred to individually as "Party".

1. **PREAMBLE**

NATPAC, an R&D institution which works on multi – modal system of transportation covering road, rail, water, air etc. and has been handling research and consultancy projects as per requirements in the arena of Highway Engineering, Traffic & Transportation Planning, Road Safety, Transport Economics and Management, Techno - Economic Feasibility, Public Transport Studies, Social & Economic impact analysis, Transport Energy and Pollution, Water Transport, Innovative Transport System Applications etc. and

**WHEREAS,** NATPAC intends to objectives of the study and

**WHEREAS,** School of Engineering, CUSAT recognises collective growth, in collaboration with industry and other academic institutions, as the need of the time and emphasises blue-sky research and directed research as two essential pillars of technology development and embraces a vision to be a leader in cross-disciplinary inquiries, and to contribute to the potential that India's demographic dividend represents for the country and the world.

**WHEREAS** the Parties have conducted discussions on NATPAC’s requirements and School of Engineering, CUSAT has offered to provide necessary help in the study, analyse and provide various specific and innovative outcomes to enhance the ridership of the metro system based on the historical travel pattern (ticketing) data.

In this context, NATPAC and School of Engineering, CUSAT deem it necessary and expedient to record their understandings, commitments, obligations, covenants and interfaces in the form of this Agreement so as to establish the basis and structure of a collaboration between them in order to integrate best outcomes to enhance the ridership of Kochi Metro.

This Agreement supersedes all prior discussions, undertakings and covenants, whether oral or written, between the parties hereto. Neither party will be bound by or deemed to have made any representations, warranties, commitments or other undertakings with respect to the Study/Survey to be conducted by School of Engineering, CUSAT, which do not form part of this Agreement.

**AND WHEREAS** the Parties contemplate that with respect to the Proposed project work, both the Parties may exchange certain information, material, data and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “**Confidential Information**”, more fully detailed herein below) that each Party regards as proprietary and confidential;

**AND WHEREAS**, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

**IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

* + - * 1. “Confidential and or proprietary Information” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code).
        2. Confidential Information shall mean all information (whether oral or written) that by its nature may reasonably be regarded as confidential by all Parties (commercial, financial, technical, proprietary information or otherwise), its customer, suppliers or other stakeholders of all Parties, including without limitation, information relating to the business affairs, any materials or products, trade secrets, network information, configurations, trademarks, brand name, know-how or personnel that (i) Any of the Party may disclose to other Party pursuant to this Agreement, or (ii) Any of the Party may come to know or possess pursuant to performance of any of its obligations as envisaged herein. Parties shall not use or disclose, other than for the sole purpose of performing the services envisaged herein, any secret and confidential information relating to the other Party or to any of its affiliates or associates, disclosed to each other or by any of its affiliates or associates or which may otherwise be acquired by each Party.
        3. Receiving Party shall not without the prior written consent of the Disclosing Party, disclose any information whatsoever that it gets access to under this Agreement relating to any of the ticketing data or travel details, foot fall etc, to any other person or otherwise use any information acquired by it for any other purposes. Provided however that any information required to be disclosed by any order of a court or regulatory authority or any law enforcement agency or of competent jurisdiction may be disclosed to such court or regulatory authority to the extent specified in the order after giving due notice to the Disclosing Party.
        4. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
        5. The Receiving Party shall not use the data, publish the outcomes, results, suggestions, applying for patents or use the other’s name, trademarks, proprietary words or symbols or disclose under this Agreement in any journals, conferences, publications, press release, marketing material, or otherwise without the prior written approval of the Disclosing Party.
        6. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
        7. Confidential Information shall always remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.
        8. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

1. **VALIDITY**
2. This Agreement shall be valid for one year from the date of execution. Validity of the same can be extended further based on a mutual written agreement between the Parties.
3. **TERMINATION**
   * + - 1. This Agreement may be terminated at any time by either Party for the reason of breach of obligations by the other party, by giving thirty days' written notice.
         2. A change in law that prevents execution of the study envisaged hereunder will automatically terminate the Agreement.
4. **INDEMNITY**
   * + - 1. School of Engineering, CUSAT (“Indemnifying Party(ies)) hereby agrees to indemnify and hold harmless NATPAC (“Indemnified Party(ies)) from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including with limitation, reasonable attorney fees), awards, damages, losses and/or expenses however arising directly as a result of:
5. breach or non-performance by such Indemnifying Party of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;
6. breach of applicable law, rules, regulations in force in India relevant to this Agreement by the Indemnifying Party;
   * + - 1. In case of dispute, the total liability of School of Engineering, CUSAT shall be limited to the consideration of the Agreement. However, this limitation is not applicable in the event of breach of Confidentiality, fraud, negligence, misrepresentation, wilful misconduct.
7. **DISPUTE RESOLUTION**
8. All disputes or differences arising out of or relating to this Agreement shall be settled amicably between the parties by way of mutual discussion or negotiation.
9. **GOVERNING LAW AND JURISDICTION**
10. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Courts in Ernakulam shall have exclusive jurisdiction with respect to any matter or dispute(s) arising out of or in any way concerning this Agreement.
    * + - 1. The parties hereby declare and state that they have the requisite power and authority to enter into this Agreement through the hands of their authorized representatives who have executed these presents.

**IN WITNESSETH WHEREOF,** the parties and the students of School of Engineering, CUSAT involved in the projects to the above presents have hereunto set and subscribed their respective signatures and seals on the day, month and year first herein above written.

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Student Name & Registration Number** | **Signature** |
| 1 | Jayalakshmi PE, 20421051 |  |
| 2 | Augustine Anish, 20221029 |  |
| 3 | Tanu Shree, 20221085 |  |
| 4 | Alosh Denny, 20221010 |  |

For NATPAC For School of Engineering, CUSAT

Witness: Witness: