

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and executed on this \_\_\_\_\_ by and BETWEEN

\_\_\_\_\_ of the Current Address: \_\_\_\_\_

\_\_\_\_\_ Permanent Address: \_\_\_\_\_

\_\_\_\_\_ [hereinafter referred to as "DISCLOSING PARTY" which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns]

AND

\_\_\_\_\_ [Hereinafter called and referred to as "RECEIVING PARTY" for the sake of brevity and convenience, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns]

Each of the aforesaid shall hereinafter be referred to individually as a "**PARTY**" and collectively as "**PARTIES**".

WHEREAS,

- A. Disclosing party has developed confidential and/or proprietary information with a view to carry out their business operations.
- B. RECEIVING PARTY is a student.
- C. DISCLOSING PARTY wishes to appoint the RECEIVING PARTIES for the purpose of designing, developing, testing and setting-up of certain features for their website of which the information has been shared with the RECEIVING PARTY (hereinafter referred to as "Purpose").

NOW, THEREFORE, in consideration of mutual promises, the Parties agree as follows:

1. "Confidential Information" means and includes all information or material that is commercially valuable to DISCLOSING PARTY and not generally known or readily ascertainable in the industry, including but not limited to, technical information, technical know-how, intellectual property information (including trademarks, copyrights, patents, designs, etc.), designs, devices, diagrams, codes, processes, inventions, projects, software, literary and artistic works, schematics, trade secrets, including publication material, notes and any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect DISCLOSING PARTY's business, reputation or business' reputation.
2. The RECEIVING PARTIES hereby acknowledges that it has received the confidential information of the DISCLOSING PARTY during and before the course of performance of its obligations under the engagement agreement as mentioned above.
3. The RECEIVING PARTY shall not willfully disclose the confidential information received by it to anyone without DISCLOSING PARTY's prior written consent except with the RECEIVING PARTY'S partners, associates, patent agents, and advocates on "need to know" basis.
4. The RECEIVING PARTY shall use the Confidential Information of the DISCLOSING PARTY only for the Purpose as mentioned above not for its own benefits or the benefit of anyone other than DISCLOSING PARTY.

5. The RECEIVING PARTY shall not market and/or sell and/or create any product that is based in whole or in part of the Confidential Information of the DISCLOSING PARTY received by it.
6. The Confidential Information shall be maintained in confidence by the RECEIVING PARTY unless or until it shall have been made public by an act or omission of DISCLOSING PARTY or another party.
7. Upon termination of the engagement agreement or by request of the DISCLOSING PARTY at any time, the RECEIVING PARTY shall return the Confidential Information of the DISCLOSING PARTY as provided in this agreement.
8. Any dispute, disagreement, issue etc. arising out of the agreement shall be construed in accordance of the laws of India while courts of New Delhi, Rajasthan and Maharashtra shall have the exclusive jurisdiction to entertain disputes, disagreements arising out of the agreement.

On Behalf of DISCLOSING PARTY

On Behalf of RECEIVING PARTIES



Name : _____	Name: _____
Current Address: _____ _____	Address: _____ _____
Permanent Address: _____ _____	