

NON DISCLOSURE AGREEMENT (NDA)

This Non Disclosure Agreement (NDA) is entered on the Day of
Two Thousand and Nineteen

between

Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act (XXI of 1860) and having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110 001 through Director, National Environmental Engineering Research Institute, having its office at Nehru Marg, Nagpur (hereinafter called as '**CSIR-NEERI**', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the one part,

and

M/s **XXXX** is Private limited company having registered office at 1/3, Thiruthangal Road, Sivakasi - 626123. (Tamil Nadu) (hereinafter referred to as '**XXXX**' which expression unless otherwise provided shall include its representatives, successors and permitted assigns) of the other part

WHEREAS, CSIR at its National Environmental Engineering Research Institute (CSIR-NEERI) located at Nehru Marg, Nagpur 440020 (hereinafter referred to as CSIR-NEERI) has developed expertise in the field of environmental science and engineering, including such areas as water treatment, deriving value from waste, hazardous waste management, environmental impact assessment, environmental technology development, and environmental biotechnology.

WHEREAS CSIR-NEERI has developed processes, molecules and materials for possible application in fireworks and firecrackers using CSIR-NEERI's additives and by using Barium Nitrate & **Potassium Nitrate** as oxidizers, Aluminum powder as fuels, STAR / SAFAL / SWAS formulations (hereafter called as "GREEN FIREWORKS / GREEN FIRE CRACKERS").

WHEREAS, during the course of the collaboration, it may become desirable for each Party ("Disclosing Party") to disclose to the other Party ("Receiving Party") the information to the Disclosing Party considers to be confidential and proprietary to it ("Confidential Information"); and

WHEREAS, M/s Standard Fireworks Pvt. Ltd and NEERI desires to protect the confidentiality of each other's Confidential Information.

NOW THEREFORE, in consideration of above, the Parties hereby agree to follow the Modalities detailed in ANNEXURE 1.

Definitions. As used herein:

- i) "Confidential Information" shall mean any and all information proprietary to CSIR-NEERI, including information of a technical, engineering, operational, strategic or economic nature, including physical embodiments thereof, disclosed, provided or revealed pursuant to this Agreement. Confidential Information disclosed in a documentary or tangible form shall be marked to indicate its confidential nature.
- ii) "Effective Date" shall mean the date first written above.

AGREEMENT on Confidentiality, Nondisclosure and Limited Use:

As part of each party's covenant to protect the confidentiality of each other's confidential information disclosed during the course of the collaboration, each party agrees that:

- i) The receiving party will use the confidential information solely for the purpose of this agreement.
- ii) This Non Disclosure Agreement will be effective for Two years from the date of signing of the Agreement and can be terminated by either party by submitting a one-month notice in writing.
- iii) During the tenure of the agreement and Five years thereafter the **XXXX** undertakes on its behalf and on behalf of its employees/associates/representatives to maintain strict confidentiality and to prevent disclosure of the information.
- iv) **XXXX** shall not file any application for seeking intellectual property rights in its own name or in the name of its associates or any other person on any matter relating to the information disclosed under this secrecy agreement. **XXXX** shall not also oppose or direct or cause any person to oppose any application seeking intellectual property rights relating to the information filed by CSIR-NEERI.
- v) **XXXX** shall not use information for any purpose other than specified under this agreement.
- vi) **XXXX** shall not disclose information to others and shall not publish any information / data.
- vii) Confidential Information will be received and maintained by **XXXX** Fireworks in confidence and not disclosed to others. **XXXX** will exercise reasonable efforts to prevent others from gaining access to Confidential Information.

viii) Limited Use: The agreement has limited use for purpose demonstration and testing, replication and duplication of this for any commercial application is not permissible.

3. Exclusions. The confidentiality and nondisclosure provisions of this Agreement will not apply to Confidential Information which:

- i) was properly known to **XXXX**, prior to receipt thereof from CSIR-NEERI;
- ii) is or becomes generally publicly available, other than by violation of this Agreement by **XXXX**
- iii) becomes available to **XXXX** from a source, other than CSIR-NEERI, which is entitled to disclose it;
- iv) is independently developed by employees of **XXXX** who have had no access to the Confidential Information disclosed pursuant to this Agreement.

4. Any dispute between the parties arising from this Agreement shall firstly be settled amicably through negotiations and dialogue in good faith, failing which the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and shall be settled by Arbitration which shall be conducted in accordance with the provisions of (Indian) Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof. The seat of such Arbitration shall be at New Delhi, India and the language shall be English. The Award shall be final and binding upon the Parties. This Agreement shall be governed and construed in accordance with the laws in India. Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For and behalf of the **XXXX**

Signature

Name

Designation

Seal

For and behalf of the **CSIR-NEERI**

Signature

Name

Designation

Seal

Witnesses:

(Name & Address)

1.

2.

Date:

Witnesses:

(Name & Address)

1.

2.

Date:

Enclosed : Annexure 1, 2 & 3.

Annexure 1

- CSIR-NEERI shall characterize the raw materials to be used in the manufacture of fireworks and fire crackers by **XXXX**. List of chemicals are given in **Annexure-2** (which will include new additives and other chemicals given by CSIR-NEERI with MSDS).
- CSIR-NEERI will give details about the proprietary additives (Confidential information) which will be used in the conventional fireworks and fire crackers formulations for reducing the dust, PM 2.5, PM 10and also to take trials with CSIR-NEERI team.
- CSIR-NEERI shall test finished products manufactured by **XXXX** based on CSIR-NEERI technology / know-how. List of products are as per **Annexure-3**.
- **XXXX** shall take trials of fire crackers and other fireworks products using conventional oxidizers (KNO_3 , BaNO_3 etc.) along with the proprietary additives developed by CSIR-NEERI which shall be called as GREEN FIREWORKS / GREEN FIRE CRACKERS.
- **XXXX** shall take trials for products manufactured in **XXXX** using CSIR-NEERI's new formulations (STAR / SAFAL / SWAS formulation) which is also called as GREEN FIREWORKS / GREEN FIRE CRACKERS.
- **XXXX** shall take various trials along with and in presence of CSIR-NEERI team members.
- After testing the products prepared by **XXXX** using different additives and new formulations CSIR-NEERI will share the test results (report) to the industry.
- CSIR-NEERI will transfer the technology / know-how to industry after which manufacturer, shall print the GREEN FIREWORKS / FIRE CRACKERS along with logo of CSIR-NEERI on their products which are manufactured based on CSIR-NEERI technology / know-how.
- The same shall be informed to Ministry of Environment, Forest & Climate Change, Central Pollution Control Board and Petroleum and Explosives Safety Organization as per the requirement.
- One time technology fee mutually agreed for **XXXX** on non-exclusive basis will be informed to **XXXX**.
- CSIR-NEERI shall provide hands-on training in handling raw materials, emission testing and performance testing
- CSIR-NEERI shall impart awareness to general public, industrialists, students, visitors and beneficiaries about the potential of GREEN FIREWORKS / GREEN FIRE CRACKERS and its advantages, synergy with environment.
- CSIR-NEERI and PESO jointly along with TANFAMA shall create testing facilities at Sivakasi for testing emissions in fireworks / firecrackers and also for testing of raw materials used in the industry.

- QR CODES etc. shall be released for each formulations and factories by CSIR-NEERI. This will give full information about unit, types, test conducted, green crackers composition (broad) and green crackers logo too.
- Certification number shall be valid for 2 years and extended after mutual discussion / communication for every 2 years without any costs, however, in case of new improvements and need specified by MOEFCC / CPCB, the same may be discontinued and new formulations can be introduced.

All these modalities are framed to expedite the process of development which may be modified / revised as per the prevailing requirements, norms and governing regulations of both the organizations / parties.

Annexure :2 - Raw materials (Chemicals)

Provide your details

Annexure :3 - Products

Provide your details