

Supplier has to submit the below NDA if order is placed

CONFIDENTIALITY AGREEMENT

This Agreement is made on this 18th day of December 2021 between **SUPPLIER NAME**, with its Registered Office at (Hereinafter referred to as "buyer") which shall include its successors and permitted assigns

AND

Bharat Electronics Limited, with its Registered Office at Outer Ring Road, Nagavara, Bangalore - 560045, Karnataka, India through its EW&A SBU located at Jalahalli, Bangalore -560 013 (Hereinafter referred to as "BEL") which shall include its successors and permitted assigns

(" M/s **SUPPLIER NAME** and "BEL" hereinafter also referred to as "Party" or "Parties" as per the context)

Whereas "M/s **SUPPLIER NAME** and BEL wish to enter into contract for the purpose of **Design And Development of WIC Relay and PSU Module Test Jig**" (such purpose is hereinafter referred to as "the Purpose").

Whereas in the course of the discussions, the Parties may require to disclose information of a proprietary or confidential nature.

Whereas The Parties wish to define the terms and conditions under which they will disclose such information in pursuit of the Purpose.

NOW THEREFORE, it is hereby agreed as follows:

1. "Proprietary Information" means:

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- a) Any information in any medium in tangible or visible form, and
- b) Any information communicated orally, declared at the time of communication as “Proprietary Information or confidential Information”, and subsequently confirmed in writing within a period of thirty (30) days thereafter to have been communicated in confidence, and
- c) Any copies and extracts of information as aforesaid, any documents or other media to which the same is translated or transferred. And which is identified as being confidential or proprietary, and owned or controlled by either Party hereto disclosing the same or is entrusted to such Party, and disclosed to the other Party in relation to the Purpose.

2. For five (5) years from the **Effective Date** of this Agreement, each Party undertakes:
- a) to keep the other Party's Proprietary/confidential Information as confidential using the same degree of care as the receiving Party uses to protect its own Proprietary/confidential Information against public disclosure but in no case any less degree than reasonable care; and
 - b) Not to make any disclosure of the other Party's Proprietary/confidential Information to any third party and to use the same only for the Purpose; and
 - c) Not to make any copies of the other Party's Proprietary/confidential Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organization, save as is strictly necessary for the Purpose; and
 - d) Not to assign the rights and obligations of the Parties without their prior written consent thereto.

3. provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:

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- (a) Is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or
- (b) is lawfully obtained by the recipient from a third party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or
- (c) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or
- (d) is independently developed by the receiving Party.
- (e) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information.

4. Both Parties undertake to observe all requirements of security regulations of the Governments of India to the extent they apply to Proprietary Information disclosed pursuant hereto.

5. All Proprietary/confidential Information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Proprietary Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.

6. The return of documentation under Clause 5 shall not be deemed to release either Party from its obligations contained in Clause 2 above.

7. Term & Termination:

- a) This agreement may be terminated by either Party by giving thirty (30) days' written notice to the other Party.

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b) Either Party has the Option of terminating the Agreement without notice, if any legal proceedings/investigations are initiated against the other party in India by any Govt. Agency.

c) This agreement will automatically terminate:-

i) If either Party is prohibited under prevalent rules or notifications or laws of India, from participating in its share of work in the Tender/RFP as applicable.

OR

ii) Either Party becomes ineligible/ suspended for receiving or performing the contract anticipated by this agreement in accordance with applicable Governmental rules or notifications issued or under applicable Laws of India.

OR

iii) Notification by Customer that either Party is not acceptable for the Project.

d) The Agreement unless terminated sooner as mentioned hereinabove, shall automatically terminate after one (1) year from the Effective Date or such extended period as the Parties may agree in writing. Each Party's obligation to protect previously received Proprietary Information shall survive any such termination as provided in Clause 2.

8. No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or license under any invention or patent granted hereunder.

9. The Parties shall each designate a single address and person in their organization to receive written disclosures and identifications of Proprietary information hereunder and to be responsible for ensuring the observance of this agreement.

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For **SUPPLIER NAME**

ADDRESS

For BEL:

EW&A SBU

Bharat Electronics Ltd.,

Jalahalli Post,

Bangalore – 560 013

India

10. This Agreement shall be construed and interpreted in accordance with the Laws of India. Any disputes arising between the Parties hereto out of or in connection with this agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled by arbitration in accordance with the rules of Arbitration of the International Centre for Alternate Dispute Resolution (ICADR), New Delhi, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitration proceedings shall take place in Bangalore and be conducted in the English Language. The Arbitration proceedings will be administered by the ICADR. The award may be entered into a court of competent jurisdiction for its execution forthwith.

11. IMMUNITY: (this clause is applicable only for foreign partners) It is expressly understood and agreed by and between <<<“insert the name of the “The Company>>>” and BEL, that BEL is entering into this agreement solely on its own and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BEL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of Contract Law <<<insert the name of the “The Company” >>> expressly agrees, acknowledges

BEL



and understands that BEL is not an agent, representative or delegate of the Government of India. It is understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of this Agreement. Accordingly <<< insert the name of the “The Company”>>> hereby expressly waives, releases and forgoes any and all actions or claims including cross claims, impeder claims or counter claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India, as to any manner, claim, cause or action, or thing whatsoever arising out of or under this Agreement.

12. This Agreement shall come into effect from the **Effective Date**.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first above written.

For and on behalf of:

BHARAT ELECTRONICS LIMITED

Signature :

Name :.....

Title :.....

Date :.....

For and on behalf of:

SUPPLIER NAME

Signature :.....

Name :.....

Title :.....

Date :.....

BEL

