

ANNEXURE-3

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of..... (Year) By and between UJVN Ltd., a corporation incorporated under and having its principle place of business at UJVN Ltd, "UJJWAL", Maharani Bagh, GMS Road Dehradun (hereinafter called "the Employer"), and which expression shall include its permitted successors and assigns of the first part

And

M/s..... is registered under the Company ACT having its registered/ corporate office at (herein referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the second part

NOW, Therefore, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other shall be considered Confidential Information.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Contractor affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with scope of work and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, source codes, Client lists, Proposals developed by or originating from UJVNL or any of the prospective clients of UJVNL.
- (d) Not to make or retain copy of any details of tests analysis, extracts or usages carried out by the Contractor in connection with the UJVNL's products and/or services, IT infrastructure, etc. without the express written consent of UJVNL.
- (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the UJVNL ; and
- (f) Return to the UJVNL, or destroy, at UJVNL's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses,

studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of UJVNL therefor.

- (g) Not to send UJVNL's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the UJVNL.
 - (h) The Contractor shall use only the best possible secure methodology to avoid confidentiality breach.
 - (i) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Contractor and the UJVNL or the nature of services to be provided by Contractor to the UJVNL.
 - (j) Make sure that all the employees and/or consultants engaged to undertake work on its behalf have signed the mandatory non- disclosure agreement.
3. **Onus:** Contractor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions:** The Confidentiality obligations as enumerated in Article 2 of the Agreement shall not apply in following cases:
- (a) Which is independently developed by Contractor or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Contractor; or
 - (c) Which at the time of disclosure to Contractor was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - (d) Which UJVNL agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such information;
5. **Remedies:** Contractor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Contractor would be a breach of this agreement and may cause immediate and irreparable harm to UJVNL or to its clients; Contractor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by UJVNL / its clients may be impossible to calculate and compensate fully. Therefore, Contractor acknowledges that in the event of such a breach, UJVNL shall be entitled to specific performance by Contractor of its obligations contained in this Agreement. In addition, Contractor shall compensate the UJVNL for the loss or damages caused to the UJVNL actual and liquidated damages which may be demanded by UJVNL. Liquidated damages not to exceed the Contract value. Moreover, UJVNL shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Contractor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
6. **Need to Know:** Contractor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or

consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the UJVNL. No information relating to UJVNL shall be hosted or taken outside the country in any circumstances.

7. **Intellectual Property Rights Protection:** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict:** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority:** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Governing Law:** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Dehradun
11. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
12. **Amendments:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
13. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
14. **Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
15. **Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
16. **Survival:** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
17. **Non-solicitation:** During the term of this Agreement and thereafter for a further period of two (2) years Contractor shall not solicit or attempt to solicit UJVNL's employees

and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to UJVNL with any employee and/or consultant of the UJVNL who has knowledge of the Confidential Information, without the prior written consent of UJVNL.

18. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty-five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.
19. **Term:** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to year.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

(For and on behalf of UJVNL) (For on behalf of Firm)

Name: Designation: Division: UJVN Limited	Name: Designation: Division: Name of Organization:
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WITNESS FROM UJVNL: 1: 2:	Contractors Engaged in this Work 1: 2:
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