

NON DISCLOSURE DECLARATION

This Declaration made this _____ Day of _____ Month _____ Year by _____ herein after referred as "Receiving party" which expression shall unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their Heirs, Executors, Successors or Administrators and permitted assigns.

WHEREAS CAIR, a DRDO Lab/Establishment may place a Service Order with, hereinafter referred as the Service Order.

WHEREAS, CAIR, Bangalore possess certain sensitive and confidential information and desires to disclose it to _____, to further facilitate the CAIR team by providing support for the purpose of execution of Work, subject to the non-disclosure related terms and conditions of this Declaration.

NOW IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Identification

When Confidential Information is disclosed in writing or other tangible form, the information shall be marked "CONFIDENTIAL" or with similar legend on each page containing Confidential Information. When Confidential Information is disclosed orally, visually or in any other intangible form, such information shall be identified as confidential at the time of disclosure, subsequently summarized and confirmed in writing within thirty (30) days from the initial disclosure, referring the date of disclosure.

2. Standard of Care

The Receiving party shall protect the Confidential Information disclosed by the CAIR with appropriate care.

- a. Receiving party SHALL communicate to CAIR in writing the list of nominated persons for receiving confidential information.
- b. Confidential information SHALL NOT be communicated through phone, fax, or email. Confidential information SHALL be exchanged only through signed letters.
- c. When confidential information is received by Receiving Party, the Receiving Party should acknowledge the receipt of confidential information in writing.
- d. Confidential information or its attribution to CAIR shall be disclosed by Receiving Party only to the list of nominated persons communicated in writing to CAIR.
- e. Receiving Party SHALL NOT disclose to any person, for reasons other than execution of this engagement, the confidential information disclosed by CAIR.
- f. Receiving Party SHALL NOT disclose to any person, for reasons other than execution of this engagement, any derivative artifacts or ideas based on confidential information disclosed by CAIR.
- g. Receiving Party SHALL NOT use the confidential information disclosed by CAIR other than for execution of this engagement.
- h. Receiving Party SHALL NOT use any derivative artifact or idea based on confidential information disclosed by CAIR other than for execution of this engagement.
- i. Receiving Party SHALL NOT discuss the confidential information disclosed by CAIR with any third party, within Government organizations or outside Government organizations without the prior written approval of Director, CAIR.

- j. The Receiving Party agrees to promptly notify CAIR of any misuse/misappropriation/loss/compromise of the Confidential Information.
 - k. The Receiving Party SHALL NOT supply any product or artifact or derivative product/artifact based on confidential information disclosed by CAIR to any party without the explicit permission of CAIR
3. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
4. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
5. Confidentiality Period
- For the term of this Agreement and five (5) years thereafter, the Receiving party shall neither disclose the CAIR's Confidential Information to any party other than its employees who have express need to know in the context of the relevant co-development.
6. Exceptions
- No obligation shall be imposed regarding confidential information if the Receiving Party can demonstrate that the Confidential Information:
- (a) is or becomes thereafter available to the public through no breach of this Agreement;
 - (b) is disclosed pursuant to governmental or judicial order requirement.
7. Return of Materials
- The Receiving Party shall return to the CAIR, or at the discretion of the CAIR certify the destruction of all copies of the CAIR's Confidential Information upon written request of CAIR. The Receiving Party SHALL submit a certificate at the time of return confirming that para 2 was completely adhered to by the Receiving Party.
8. No License
- Nothing herein constitutes a license or other transfer of rights in respect of either party's interest in any Confidential Information disclosed pursuant to this Agreement.
9. Term
- The term of this Agreement is five (5) years from the Effective Date, however, those Sections 5, 6, 8, and 11 hereof shall survive even after expiration or termination hereof.
10. Assignment, Modification, and Waiver
- No assignment, modification, or waiver of any term of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of each party. No failure to enforce any provision of this Agreement shall be construed as waiver.
11. Dispute Resolution
- Difference of opinion, if any, arising during the period of this Agreement, concerning the execution of the responsibilities will be settled on the basis of mutual consultation by the signatories or their designated nominees. The parties will make best possible efforts to resolve the dispute and in case of their failure to do so and reconciling the dispute mutually, the same shall be referred for arbitration.

12. Arbitration

Any question, dispute or difference arising under the contract (except as to any matter, the decision of which is specifically provided for) shall be referred to the sole arbitration of the Director General MED & CoS, Research and Development, Ministry of Defence. It will not be valid objection that the arbitrator is Government servant and that he had to deal with the matters to which the Agreement relates or that in the course of his duties as a Government servant he had expressed views on all or any of the matters disputes or difference. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall be entitled to extend time of award by the consent of the parties from time-to-time. The venue of arbitration shall be New Delhi and the expenses of the arbitration shall be at the discretion of the arbitrator. Subject as afore said, the arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this condition.

13. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement, supersedes all prior agreements and understandings with respect thereof, and may only be amended in writing signed by both parties.

14. Binding Effect

This Agreement shall be binding and inure to the benefit of the undersigned parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to be executed as the effective date written above when signed below by their duly authorized representatives.

Name :

Designation :

Date :