# MUTUAL NON-DISCLOSURE AGREEMENT

## (Confidentiality Agreement)

This **Non-Disclosure Agreement** (the "Agreement") is entered into as of this _____ day of _____, 2025, by and between:

**PARTY A: Team IIC SIT**, representing the Institutions Innovation Council at Sinhgad Institute of Technology, Lonavala, Pune - 410401 (hereinafter referred to as the "Disclosing Party").

**AND**

**PARTY B: cBlackhole Infiverse LLP**, having its registered office at: Kali Gali, 176/1410, Rd Number 3, near Hathi Circle, above Bright Connection, Motilal Nagar II, Goregaon West, Mumbai, Maharashtra 400104 (hereinafter referred to as the "Receiving Party").

## 1  Purpose

The Parties wish to explore a potential business relationship and collaboration regarding **Project ASCEND** (Autonomous Survey & Computation in GPS-Denied Environments) for the **ISRO Robotics Challenge - URSC 2026**. In connection with this, the Disclosing Party may share confidential technical, financial, and strategic information.

## 2  Definition of Confidential Information

"Confidential Information" shall include, but is not limited to:

- Detailed System Architecture, circuit schematics, and hardware configurations.
- Proprietary algorithms for ROS 2 Humble, Gazebo simulations, and SLAM point-cloud generation.
- Specific sensor selections, AI model architectures (Coral TPU delegates), and the Itemized Bill of Materials (BOM).
- Any information marked "Confidential" or which under the circumstances should reasonably be understood to be confidential.

## 3  Obligations of Receiving Party

The Receiving Party shall:

a) Hold the Confidential Information in strict confidence and use it only for the purpose of evaluating the proposed collaboration.

b) Restrict access to the Confidential Information to employees or advisors who need to know such information for the specified purpose and who are bound by confidentiality obligations.

c) Not disclose, publish, or otherwise reveal any portion of the Confidential Information to any third party without prior written consent from Team IIC SIT.

## 4 Exclusions

Confidential Information does not include information that is: (i) already known to the Receiving Party; (ii) in the public domain through no fault of the Receiving Party; (iii) received from a third party without breach of any obligation of confidentiality; or (iv) independently developed by the Receiving Party.

## 5 Term and Termination

This Agreement shall remain in effect for a period of **two (2) years** from the date of disclosure. Either party may terminate this Agreement with 30 days' written notice, but confidentiality obligations shall survive for the remainder of the term.

## 6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes shall be subject to the exclusive jurisdiction of the courts in **Mumbai/Pune**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**For Team IIC SIT (Party A)**  **For cBlackhole Infiverse LLP (Party B)**

_____  _____
**Name:** Yash Kamble  **Name:**
**Title:** Team Lead  **Title:**
**Date:**  **Date:**