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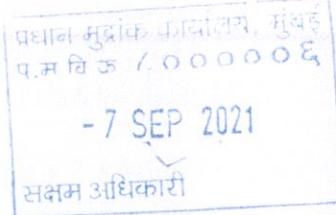
Vijay Patel



महाराष्ट्र MAHARASHTRA

● 2021 ●

ZB 098414



NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is entered into on this Fourteenth (14th) day of October, 2021.

By and between

LARSEN & TOUBRO LIMITED, a company existing and organised under the laws of India and having its registered office at L&T House, N. M. Marg, Ballard Estate, Mumbai 400 001, India, acting through its Defence IC, having its office at G4, 2nd Floor, Gate 1, Larsen & Toubro Limited, Saki Vihar Road, Powai, Mumbai 400072, India (hereinafter referred to as "L&T"), which expression shall mean and include successors in interest and permitted assigns on the ONE PART.

And

[Signature]

[Signature] *[Signature]*

IIT(ISM), Dhanbad an institution existing and organised under the laws of India and having its registered office at Dhanbad (hereinafter referred to as "IIT") represented by Prof Shalivahan, Dean (Research and Development) which expression shall mean and include successors in interest and permitted assigns on the SECOND PART

L&T and IIT shall be collectively referred to as the "Parties" and individually as the "Party".

The Party disclosing the Confidential Information (as defined hereunder) shall be the 'Disclosing Party' and the Party receiving the Confidential Information shall be the 'Receiving Party'.

WHEREAS:

L&T is a diversified engineering company engaged inter-alia, in developing and manufacturing of defence systems, platforms and in supplying weapon delivery systems, weapon platforms and fire control systems, naval ships and defence engineering equipment to the defence forces and providing through life support for such systems, platforms and equipment ("L&T's Products").

Whereas, IIT is engaged in teaching. It is a full-fledged technical institution of international acclaim offering a host of programmes like B. Tech, M. Tech, MSc. Tech, MBA and PHD. The Indian Institute of Technology, constituted under the Institute of Technology Act, is administered through IIT Council-the apex body, Government of India under the Chairmanship of Honourable Minister, MoE for uniform and smooth governance of pan IIT in our country.

Whereas, L&T and IIT wish to engage in the "Development of Polyimide based composite with high ILSS and In-Plane shear strength" ("Project"), towards which it wishes to enter into discussions. ("Purpose").

Whereas, towards this Purpose, it may become necessary for the Parties to exchange information which is confidential and proprietary to either of the Parties;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises, covenants and undertakings contained herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby declare, consent and agree as follows:

The recitals of this Agreement will be deemed to form an integral part of this Agreement.

ARTICLE 1. OBJECTIVE OF THE AGREEMENT

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LARSEN & TOUBRO LIMITED

आठवडे-१ अपार्सिंग House, Ballard Estate,
एकल ग्राहीना माला २७८, Mumbai 400 001.

मुद्रक प्रिवेट लिमिटेड
मुद्रक निवेदन देखायी पत्र
मुद्रक विकास निवेदन अमृत निवेदन

मुद्रक विलस घरायादी संग्रहीत प्राप्ति का निवेदन देखायी
प्रयोग प्रकार ६००००९३
मुद्रक विलस घरायादी संग्रहीत प्राप्ति का निवेदन देखायी
५/८२ कैल विलस घरायादी संग्रहीत प्राप्ति का निवेदन देखायी
प्रयोग प्रकार ३०००९३
का असर नहीं होता है।
मुद्रक विलस घरायादी संग्रहीत प्राप्ति का निवेदन देखायी

15 SEP 2021

15 SEP 2021

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The objective of this Agreement is to define the terms and conditions of the exchange of confidential information between the Receiving Party and the Disclosing Party relating to the Purpose.

Under this Agreement, the Disclosing Party shall disclose to the Receiving Party, such information as the Disclosing Party will deem necessary for the Purpose.

No provision of this Agreement shall be considered as an obligation on the Disclosing Party to disclose information to, or enter into further agreements with the Receiving Party.

ARTICLE 2. CONFIDENTIAL INFORMATION

The Parties agree that "Confidential Information" shall mean information including but not limited to:

- a. this Agreement;
- b. any and all information disclosed by either Party or their Representatives (as defined hereafter) to the other Party or their Representatives in relation to this Agreement, whatever the subject matter whether industrial, technical, financial, commercial, economic, operational, administrative, marketing, planning and staff information (e.g. inventions, ideas, engineering and design information, processes, trade secrets, methods, copyrights, patents, techniques, formulas, computer programs, hardware, specifications, , requests for proposals or quotes, data sheets, prototypes, designs, know-how, drawings, plans, negatives, photographs, marketing plans, financial data, customer lists, referral and vendor sources, policies and other procedures, and other information, and data relating to it or to its interests whether shown or disclosed by the Disclosing Party), nature or form (e.g. written, oral, electronic and/or physical/sample form, including networks and/or electronic mail) thereof, whether marked confidential or not;
- c. all analysis, compilations, studies, or other documents prepared by Receiving Party or their Representatives that contain or reflect such information, or each Party's review or interest in the Agreement;

ARTICLE 3. OBLIGATIONS OF THE PARTIES

Receiving Party hereby undertakes, from the date of disclosure of the Confidential Information that any and all Confidential Information shall be kept strictly confidential in accordance with the term of this Agreement and in particular undertakes to:

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- a. Exercise in relation to the Confidential Information the same degree of care and protection as it applies to its own confidential information, but not less than reasonable care;
- b. Limit disclosure of any Confidential Information to its directors, officers, employees, sub-contractors of any tier, agents, affiliates (collectively "Representatives") who have a need to know such Confidential Information in connection with the Purpose;
- c. Advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement.
- d. Not use Confidential Information of the Disclosing Party, in whole or in part, for any objective other than the Purpose as per this Agreement, without the prior written consent of the Disclosing Party.
- e. No media release shall be made by the Receiving Party to the news media or the general public relating to this Agreement and / or the subject matter thereof, except as required under any applicable law or with the prior written approval of the Disclosing Party.

The Receiving Party agrees and acknowledges that monetary damages will not be sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available in law or equity to the Disclosing Party.

ARTICLE 4. EXCEPTIONS TO CONFIDENTIALITY

The confidentiality obligation as per Article 3 shall not apply if the Receiving Party can prove that the information:

- a. Was in the public domain prior to or after disclosure through no fault of the Receiving Party;
- b. Was, to the knowledge of the Receiving Party, lawfully received from third parties without fault of the Receiving Party and without restriction or breach of this Agreement;
- c. Is required to be disclosed as per requirement of a legal provision, or by order / judgement / direction passed by a court of competent jurisdiction or by summons / requisition by another appropriate regulatory or governmental body provided that, the Receiving Party gives the Disclosing Party prompt prior written notice to that effect;
- d. Was used or disclosed with the written authorization of the Disclosing Party;
- e. Was independently developed by the Receiving Party, as evidenced by records.



ARTICLE 5. INTELLECTUAL PROPERTY

Nothing under this Agreement shall confer any right or title upon the Confidential Information unto the Receiving Party. Rights / title to the Confidential Information will remain solely with the Disclosing Party.

ARTICLE 6. RETURN OF CONFIDENTIAL INFORMATION

In the event of expiration or termination of this Agreement in accordance with the provisions of Article 8 or as and when required by the Disclosing Party, any and all Confidential Information transmitted by the Disclosing Party to the Receiving Party under this Agreement, and also any copies, reproductions, analysis, derivative works, duplications shall, be returned to the Disclosing Party within 30 days or solely at the option of, and if permitted by the Disclosing Party in writing, be permanently and irretrievably destroyed and / or erased, in which case a written confirmation of such destruction / erasure will be delivered to the Disclosing Party.

ARTICLE 7. CLASSIFIED INFORMATION

Any information disclosed by the Disclosing Party under this Agreement which is Classified Information, i.e., information provided with a military security classification by the competent national military authorities, shall be identified by the Disclosing Party as Classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with the security procedures prescribed by the appropriate government and thereafter as amended from time to time, in addition to the terms and conditions of this Agreement.

ARTICLE 8. TERM OF THE AGREEMENT

- 8.1 This Agreement shall be valid and binding upon its execution by the duly authorised representatives of both the Parties and shall remain in effect for a period of two (02) years.
- 8.2 This Agreement may be terminated by the Disclosing Party with immediate effect in the event of any breach of the terms and conditions of this Agreement by the Receiving Party by giving a prior written notice of thirty (30) days to the Receiving Party.
- 8.3 The confidentiality obligation contained in this Agreement shall survive termination and / or expiration for a period of three (03) year from the date of such termination and / or expiry of this Agreement.

ARTICLE 9. NO REPRESENTATIONS

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The Parties acknowledge that although the Disclosing Party shall endeavor to include in the Confidential Information all information that it believes relevant for the Purpose, the Receiving Party understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. The Disclosing Party shall have no liability to the Receiving Party or its Representatives resulting from the use of the Disclosing Party's Confidential Information or any reliance on the accuracy and completeness thereof.

ARTICLE 10. ASSIGNMENT AND MODIFICATIONS

This Agreement is personal in nature, and neither Party shall not directly or indirectly assign or transfer this Agreement or any right or liability hereunder to any other party without the prior written consent of the other Party. This Agreement inures to the benefit of the Parties, and their respective successors and permitted assigns.

All modifications of, waivers of and amendments to the Agreement or any part hereof must be in writing signed on behalf of both the Parties.

ARTICLE 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties with respect to subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms hereof, unless the Parties enter into a subsequent definitive agreement. This Agreement supersedes all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral.

ARTICLE 12. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law by the Parties does not constitute a waiver of the right or remedy or a waiver of its other rights and remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law by either Party prevents further exercise of the right or remedy or the exercise of another right or remedy by that Party. A waiver shall be effective only if it is made in writing and is made by an authorised representative of the Parties.

ARTICLE 13. SEVERABILITY

H.Budha

J.Kishin

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Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

ARTICLE 14. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original has been received.

ARTICLE 15. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the laws of India.

ARTICLE 16. DISPUTE RESOLUTION

Any difference, dispute, controversy, or claim ("Dispute") which may arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, other than a Dispute for which provisions specifically made in this Agreement, shall be settled by the parties by mutual negotiations and agreement.

If, for any reason, such Dispute cannot be resolved amicably by the Parties within thirty (30) days from such Dispute, the same shall be settled by way of arbitration proceedings held in accordance with the rules of arbitration of the Mumbai Centre of International Arbitration ("Rules"). The arbitration shall be conducted by a sole arbitrator appointed in accordance with the Rules. The decision of the arbitrator shall be final and binding upon the Parties. The seat of the arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English language. This clause shall survive termination or expiry of this Agreement.



ARTICLE 18. NOTICES AND COMMUNICATIONS

All notices by one Party to the other shall be deemed to be valid at receipt of the notice if sent by mail, courier or fax to the address of the other Party as shown below:

For L&T
Mr. Harshan S Budke
GM, Product & Technology
Development Centre,
L&T Defence

Fax:

For IIT
Prof Shalivahan
Dean (Research and Development)
IIT(ISM), Dhanbad
Telephone: 0326-2235203

Fax:

IN WITNESS WHEREOF the Parties hereto caused this Agreement to be executed by their duly authorised signatories in two original copies. The Parties mutually acknowledge and declare to have effectively negotiated all the terms and conditions of this Agreement and that their concurrence on the Agreement is the consequence of such negotiation.

For and behalf of LARSEN & TOUBRO For and behalf of IIT
LIMITED

Signature:

Name: Harshan S. Budke

Title: GM,

Date: 14 Oct 2021

Signature:

Name: Dean (Research & Development)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad - 826004 (INDIA)

Title:

Date:

Witness: Shantanu Prabhune

Sign:

Witness:

Sign:

