**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement ("Agreement") is entered into on …….[Effective Date], by and between:

**Telecom Centres of Excellence India (TCOE India)**, setup by the Department of Telecommunications (DoT), Government of India in a registered under the laws of the Society Registration Act, 1860, with its principal office located at 2nd Floor, C-DoT Campus, Mandi Road, Mehrauli, Delhi-110030 (hereinafter referred to as the "Disclosing Party"),

And

…………………….[Recipient Name],………………….[Designation] located at ………………..[Address Line], registered under **Future Tech Experts under Bharat 5G Lab Portal** (hereinafter referred to as the "Recipient").

**WHEREAS**, the Disclosing Party possesses certain proprietary and confidential information (the " credentials");

**AND WHEREAS**, the Recipient desires to receive and maintain the confidentiality of the Confidential Information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Confidential Info**

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, disclosed by the Disclosing Party to the Recipient, whether in writing, orally, or by observation, which is designated as confidential or which would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, concept, idea, presentation, trade secrets, business plans, financial information, technical data, customer lists, and any other information marked as confidential.

**2. Non-Disclosure**

The Recipient agrees that it shall not disclose, reveal, or make use of any Confidential Information, except as necessary to carry out its duties and responsibilities under any agreement between the parties or with the express written consent of the Disclosing Party.

**3. Duty of Care**

The Recipient agrees to exercise reasonable care to protect the confidentiality of the Confidential Information and to prevent its unauthorized disclosure, using at least the same degree of care that it uses to protect its own confidential information of a similar nature.

**4. Conflict of interest**

A conflict of interest arises when the impartial and objective execution of activities is compromised due to factors such as prior experiences, biases, familial connections, emotional attachments, political or national affiliations, economic interests, or any other shared interests with a recipient. It is expressly agreed that there shall be no conflict of interest between the parties involved in this agreement. Both parties shall undertake their duties with full transparency and integrity, ensuring the preservation of impartiality and fairness throughout the duration of their engagement.

**5. Term**

This Agreement shall remain in effect for a period of 3 years from the Effective Date unless terminated earlier by mutual agreement of the parties or as otherwise provided herein.

**6. Return of Confidential Information**

Upon the written request of the Disclosing Party or upon termination of this Agreement, the Recipient shall promptly return or destroy all Confidential Information, including any copies, notes, or extracts thereof, and certify in writing to the Disclosing Party that such return or destruction has been completed.

**7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of New Delhi, India. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in New Delhi, India.

**8. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether oral or written, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

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| **By:**  Signature:  **Name**: Mr. Anurag Vibhuti  **Designation**: Dy Director  **Organisation**: TCOE India  **Address**: TCOE, 2nd Floor, C-DoT, Mehrauli, New Delhi 110030 | **By**:  Signature:  **Name**:  **Designation**:  **Organisation**:  **Address**: |