

Capstone Project Non-Disclosure Agreement

Effective this date ----- this Capstone Project Non-Disclosure Agreement ("Agreement") between -----the ("Sponsor"), and each undersigned individual person listed below (hereinafter each is a "Recipient") shall govern the disclosure and furnishing by the Sponsor to each Recipient of certain information which in the opinion of the Sponsor is of confidential and proprietary nature (hereinafter "Proprietary Information") and the use of such "Proprietary Information by each Recipient. Proprietary Information is either owned by the Sponsor, or is owned by a third party and is in the Sponsor's possession pursuant to an agreement of confidentiality. All information including all Proprietary Information provided by the Sponsor the Recipient under this Agreement is provided "as is." The Sponsor does not make any warranties, express, implied, statutory or otherwise, regarding the accuracy, completeness, functionality, non-infringement, its fitness for a particular purpose.

The Proprietary Information will be used by each Recipient only for the purpose of the project work being assigned to each Recipient by the Sponsor ("Project"). The Recipients, jointly and severally, agree and undertake to hold the Proprietary Information received from Sponsor as absolute secret and in the strictest confidence and shall not at any time disclose or use or permit any of the Proprietary Information to be disclosed or used such Proprietary Information for any purpose other than strictly for the Purpose. Each Recipient agrees that they will receive the Proprietary Information subject to the following conditions:

1. Each Recipient will not disclose the Proprietary Information to anyone except persons who have signed a non-disclosure agreement incorporating these terms.
2. Each Recipient will not copy the Proprietary Information without permission and will return to the Sponsor any portion of the Proprietary Information at any time upon request by the Sponsor.
 - a. The obligations stated herein shall be binding upon each Recipient until the third (3rd) year of this Agreement, or until The Proprietary Information appears in a printed publication; or
 - b. The Proprietary Information ceases to be confidential.
3. Each Recipient shall have no obligations hereunder for Proprietary Information which:
 - a. At the time of disclosure in the public domain;
 - b. At the time of disclosure known to the Recipient without an agreement to treat confidential;
 - c. Came into its possession from a third party having a bona fide right to make such information available without restriction; or
 - d. Is required to be released by the Recipient as a result of order of judicial or administrative body, or, in the opinion of each Recipient's counsel, is required by law to disclose. However, the Recipients shall inform the Sponsor immediately on receipt of notice seeking the disclosure of the Proprietary Information in order to provide the Sponsor sufficient time to limit the disclosure of such Proprietary Information. The Recipients shall disclose the Proprietary Information only to the extent required under the applicable laws.

4. The Recipient shall at any time upon the request of the Sponsor for any reason, whatsoever, within two (2) days of such request, return to the Sponsor any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Proprietary Information. The returning of materials shall not relieve the Receiving Party from complying with the terms and conditions of this Agreement.
5. Neither party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement except in connection with a merger or other acquisition of the assets of the company.
6. During the term of this Agreement, the Recipient shall without the written permission of the Sponsor neither solicit, directly or indirectly, any business or offer any products, services or take up any assignment with any third parties who are in the similar line of business as the Sponsor or are clients of the Sponsor.
7. Sponsor of project will be the sole beneficiary of any intellectual property rights generated or inspired from the project. Each Recipient acquires no intellectual property rights under this Agreement, except the limited right to use as set out explicitly above. This Agreement shall be governed by and construed in accordance with laws of India and the Courts of Hyderabad and shall have exclusive jurisdiction over all disputes arising out of this Agreement.
8. Each Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information will cause immediate and irreparable harm to the Sponsor. Accordingly, the sponsor shall have the right to seek and obtain preliminary and final injunctive relief to enforce this Agreement in case of any actual or threatened breach, in addition to other rights and remedies that may be available to Sponsor. The total liability (including costs if any) of the Receiving Party under this agreement for breach of any of the terms and conditions of this agreement shall not exceed Rs. 1 lakh (Rupees one lakh only) and on payment of such an amount to the Disclosing Party, the Receiving Party shall be relieved of all the liabilities under this agreement.

This Agreement is hereby accepted by:

	Name, Residential Address	Signature	Date
Project Sponsor			
Team Member-1 PGID:			
Team Member-2 PGID:			
Team Member-3 PGID:			
Team Member-4 PGID:			