

## (Non Disclosure Agreement)

### COMPANY LETTER HEAD

THIS AGREEMENT is entered into on this day of by and between Machine Tool Prototype Factory (MTPF), Ambarnath, A unit of Armoured Vehicles Nigam Limited, Ministry of Defence, Govt. Of India, existing and organized under the laws of India, whose registered office is at Chennai represented for this NDA by CHIEF GENERAL MANAGER/ MTPF, Ambarnath (hereinafter referred to as" AVNL (MTPF), Ambarnath ") and "*Company name*" whose office is at "*Company address*", represented for this NDA AVNL (MTPF), Ambarnath and "*Company name*" are hereinafter individually referred to as the "Party" and collectively as the "Parties".

Whereas

In the course of discussions concerning a possible co-operation, whose terms and consequences this agreement does not contemplate, relating to SUBJECT MATTER, AVNL (MTPF), Ambarnath and "*Company name*", may disclose to each other technical, commercial, financial and other information of a strictly confidential nature, in connection with -SUBJECT MATTER -by AVNL (MTPF), Ambarnath.

The Parties wish to settle the conditions of the disclosure of the confidential information and to define rules relating to the use and protection of said information.

Now therefore it is hereby agreed as follows:

# COMPANY LETTER HEAD

1. The purpose of this agreement is to set forth rules relating to the use and protection of the Confidential Information disclosed by a Party to the other as well as the confidentiality obligations of the Receiving Party with respect to the Confidential Information. Nothing in this agreement shall be construed as compelling the Parties to disclose any Confidential Information to each other, or to enter into any further contractual relationships.
2. For the purpose of this agreement the term "Confidential Information" shall mean any information disclosed by one Party (the Disclosing Party) to the other Party (the Receiving Party) under the agreement whether in writing, orally, visually, in the form of samples, models or otherwise, provided that such information, if written, is clearly and conspicuously marked as being proprietary or confidential and that if oral, visual, and in other non-written form is designated as Confidential Information at the time of disclosure and is confirmed by the Disclosing Party as such in writing within 30 days of it being disclosed. All the protection and restrictions in this Agreement as to the use and disclosure of confidential Information shall apply during the same period of one month.
3. In consideration of an subject to the foregoing, the Receiving Party in each case undertakes in respect of Confidential Information disclosed to it here under, and for the duration of this Agreement and after its expiration or termination of this Agreement and duration shall remain in full force and effect for a period of Three (03) years following the disclosure of such Confidential Information or until it falls under one of the expectations set out on Section 4 below:
  - (a) To obtain /keep such Confidential Information in strict confidence.
  - (b) Except with prior written consent of the Disclosing Party, not to disclose such Confidential Information whether directly or indirectly, in particular through reproduction, to any third Party or Persons. Any third party means any individual or company other than **AVNL (MTPF), Ambarnath** and "**Company name**" Not to use such confidential Information and shall not be sold/traded/published or otherwise disclosed to any one in any manner, whatsoever, including by means of reproduction otherwise in writing by the Disclosing Party;

## COMPANY LETTER HEAD

5. Each Party designates the below identified person(s) from within its own organization to receive and disclose all Confidential Information which is subjected to the restriction of this Agreement and to maintain a log and/or file thereof:

For AVNL (MTPF), Ambarnath  
Machine Tool Prototype Factory, Ambarnath – 421 502

For *“Company Name”*  
*“Company Address”*

Any alteration in the name or address of the above individual(s) by either Party shall be notified to the other in writing.

## COMPANY LETTER HEAD

- (c) To protect such Confidential Information, whether in storage or in use, with the same degree of care as that party uses to protect its own Confidential Information against public disclosure, but in no case with any less degree than reasonable of care;
  - (d) Not to disclose such Confidential Information to any persons employed in its company other than those for whom such knowledge is essential for the purpose contemplated in the Agreement, provided such persons are informed of the Confidential Information and of the associated confidentiality obligations under this Agreement;
4. The obligations in this Agreement shall not apply to any information which it can be proved by the Receiving Party upon the request of the Disclosing Party:
- (a) At the time of disclosure was or thereafter became, part of the public domain otherwise than through the fault or negligence of the Receiving Party, or
  - (b) Was lawfully obtained by the Receiving Party from a third Party with full rights of disclosure, or
  - (c) Is already known to the Receiving Party at the date of receipt of Confidential Information pursuant to this Agreement, or
  - (d) Was independently developed by the Receiving Party without making use of the Confidential Information, or
  - (e) Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party, or
  - (f) Has not been designated or confirmed as being Confidential Information, unless the circumstances of its disclosure make it obvious that it was information of this confidential nature.

## COMPANY LETTER HEAD

6. This Agreement shall be constructed as granting or confirming, either expressly or impliedly any rights under Patents, copyright or any other form of intellectual property rights belonging to the Disclosing Party in respect of Confidential Information the ownership of which shall remain vested in the Disclosing Party at all times.
7. All confidential Information, including drawings, specifications and other documents submitted by one Party to the other shall remain the property of the Disclosing Party. If either Party elects not to pursue the purpose contemplated by this Agreement each Party shall either return to the other Party all such information, drawings, specifications and other documents and all copies thereof containing the confidential information or destroy them upon the written request of the Disclosing Party and provide the latter with a certificate of destruction within thirty (30) days after such request. The return or destruction of documentation shall not be deemed to release either Party from its obligation contained in Clause 3 above.
8. In providing Confidential Information hereunder, the Parties make no representation, warranty, assurance, or inducement, expressed or implied, as to its adequacy, sufficiency or freedom from defect of any kind, including, but not limited to, freedom from Patent infringement that may result from the use of such information, nor shall the Parties incur any responsibility or obligation by reason of such information.
9. Unless earlier terminated in accordance with article 10 hereafter, this Agreement is entered into for a period of three (03) years from the date of its signature by both Parties.

## COMPANY LETTER HEAD

10. Either Party shall be entitled to terminate this Agreement at any time with thirty (30) days prior written notice to the other Party.
11. Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of substantially all the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement.
12. Each Party shall use every reasonable Endeavour to ensure that its employees and other persons when disclosure of Confidential Information has been specifically authorized by the Disclosing Party shall observe the obligations contained herein as if such employees and other persons were a Party to this Agreement.
13. Any confidential Information disclosed by the Parties 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 security procedures by the appropriate Government.
14. The entering into this agreement shall not constitute obligation on part of either of the Parties to enter into any further agreement.
15. This Agreement shall be governed by and construed in accordance with the Law of Govt. of India. Any dispute arising in connection with this Agreement, if not settled amicably, shall be settled through the mutually agreed appointed arbitrators.

The Arbitration award shall be final and binding upon the Parties.

## COMPANY LETTER HEAD

16. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, whether oral or written, understandings and agreements between the Parties, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

This Agreement can only be changed by a written amendment agreed upon by the Parties hereto and signed by Persons authorized to bind the Parties.

IN WITNESS whereof the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first above written.

For and on Behalf of  
AVNL (MTPF), Ambarnath

For and on Behalf of  
"Company Name"

Estiyak Ahmad  
Works Manager  
For Chief General Manager

Authorized Signatory of  
"Authorized Person Name"  
"DESIGNATION"

NOTE: ALL PAGES OF NDA TO BE SIGNED BY BOTH PARTIES