

(First Page to be Printed in 100 Rupees Non Judicial Stamp Paper)

## NON DISCLOSURE AGREEMENT

This Agreement is made on this date day of month, year between \_\_\_\_\_ and Intellectual Property Rights Cell, AMET deemed to be University, Chennai – 603112

1. \_\_\_\_\_ having their principal place of business at \_\_\_\_\_ (hereinafter referred to as the "**Disclosing Party**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

AND

2. The Director of Intellectual Property Cell having his office at VOC Block, AMET deemed to be University, Chennai -603112 (hereinafter referred to as "**Receiving Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part**;

## WHEREAS

- A. The disclosing party is engaged in the business of \_\_\_\_\_ for the past \_\_\_\_\_ years.
- B. The disclosing party has approved the receiving party for possible Patents for their invention \_\_\_\_\_ titled "\_\_\_\_\_"". The Disclosing Party and the Receiving Party will be discussing the above possible invention. The Parties acknowledge that during the course of discussions between them, the Receiving Party shall become privy to certain Confidential Information (*defined hereinafter*) relating to the Disclosing Party and the Receiving Party has agreed to be bound by the non disclosure provisions of this Agreement to govern the use and disclosure of the Confidential Information.

- C. In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to govern the terms and conditions of their association.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:**

**1. CONFIDENTIAL INFORMATION**

- 1.1 For the purpose of this Agreement, the term "**Confidential Information**" shall mean such information relating to the Disclosing Party as the Disclosing Party may from time to time provide to the Receiving Party under or relating to this Agreement including all information communicated in writing or orally relating to:

(a) inventions, ideas, processes, research, formats, formulas, human readable code on any media, object code, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques;

(b) product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information;

**2. NON DISCLOSURE AND CONFIDENTIALITY**

- 2.1 The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

(a) that the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party till the time of publication of Patent or other IP's in the Intellectual Property Office. Further, once the patent is published in the IP office journal, it shall be considered being in the public domain after which there shall not be any confidentiality of that particular invention.

b) the Receiving Party shall maintain confidentiality for all the IP generated till the time of its publication in the IP office Journal after which the agreement may be considered dissolved.

- (c) that the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- (d) that the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and
- (e) that the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorised manner.

2.2 The Receiving Party shall strictly adhere to the provisions mentioned above except:

- (a) to the extent that such Confidential Information is already in the public domain or will be made public, other than by breach of this Agreement;
- (b) to the extent that such Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party;
- (c) in so far as it is disclosed to the employees, directors, partner, financiers or professional advisers of the Receiving Party, provided that the Receiving Party shall procure that such persons treat such Confidential Information as confidential; and
- (d) to the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

2.3 The Receiving Party shall not, except as and to the extent required, make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or

becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.

4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED:**

Signed

By the Disclosing Party

1.

\_\_\_\_\_

Signed

By the Receiving Party Intellectual Property Rights Cell, through

Director

\_\_\_\_\_

Place:

Date:

**Note: 2 copies in Original in Rs 100/- Non-Judicial Stamp Paper should be prepared as per the format and submitted to IPR Cell for processing.**