

(MUTUAL NON-DISCLOSURE AGREEMENT)

THIS AGREEMENT entered into _____

BETWEEN

Prof./Dr. _____, Department of _____, Indian Institute of Technology Patna, Patna-800013.

AND

M/s. _____ a legal entity having its Head Office at _____ Represented by _____ of the other part.

Whereas it involves the transfer of confidential information by one party called the 'DISCLOSING PARTY' to the other party to the Main Agreement called the 'RECEIVING PARTY' and Whereas the Disclosing party is the owner of such information is holding Intellectual Property Right therein, having acquired the same by legal means and as such is entitled to protection of such rights and Whereas the Receiving party is under an obligation to ensure such protection and now this Agreement witnesses and the parties hereto agree to the terms and conditions stated hereunder:-

1. The Scope of this Agreement is the legal protection of Intellectual Property Rights of the Disclosing party by the Receiving party in confidential information.

2. Identification of Confidential Information:

- i. The information must be one, the release of which the Disclosing party reasonably believes would be injurious to him, or of advantage to its rivals or others.
- ii. The information must have the necessary quality of confidence - namely it must not be something which is public property and public knowledge.

- iii. The information acquired from any source other than the Owning party is exempted from the purview of confidential information. This has to be proved by the Receiving party by written documentation.
 - iv. The information in question was communicated in circumstances imparting an obligation of confidence.
 - v. The information in question developed by the Receiving party independently without the Disclosing party's proprietary and confidential information is exempt from the domain of confidential information under the Agreement.
 - vi. Information for which the Disclosing party reserves no property rights by its consent in writing for release and/or for independent use for the benefit of the Receiving party ceases to be confidential information.
 - vii. Any information published or communicated by the Receiving party to the Government on the ground of public interest or benefit as per the orders of a Competent Authority or as per the ruling of Competent Court cease to be confidential information.
3. **KNOW-HOW:-** Know-how is basically practical knowledge, Technique or experience and includes Natural Skill or Invention. It is an ambience that pervades a highly specialized production Organization; it is built up by an established production or development organization. It consists of all those technical and commercial information documented in the form of detailed manufacturing data, including specification and drawings.

4. **INDUSTRIAL AND TRADE SECRETS:**

The norms of confidential information regarding Industrial and secrets.

1. The information must be such that the owner must believe that the release of which would be injurious to the owner or advantageous to his rivals or others.
2. The owner must believe that the information is confidential or secret.
3. The owner's belief must be reasonable.
4. The information must be judged in the light of the usage and practices of the particular industry or trade. The information which satisfies the above requirements may be entitled to protection.
5. Apart from the above said intellectual property rights stated above, there are other information relating to processes and products which enjoy statutory protection under the Patents Act, 1970, The Trade and Merchandise Marks Act, 1958, The Copy Right Act, 1957.

5. The obligation of the Receiving party :-

- 0.1. Both parties desire to disclose to each other certain specifications, design plans, drawings, software, data, prototypes business plans, strategies, business and /or technical information in oral or written form which is proprietary and /or confidential in the course of the execution /implementation of the Project. Either of the Receiving parties shall hold such information in confidence and shall restrict disclosure of such information to the members engaged in the Project Work who need to know and get written undertaking to Honour the Confidential nature of the information and to protect the information by a Non Disclosure Clause. The Receiving party shall not disclose such Information to any third party or its affiliated company without prior written approval of the Disclosing party.
- 0.2. The Receiving party shall use the same degree of care (which shall be not less than reasonable care) to prevent its unauthorized disclosure, as the Receiving party uses to protect its own confidential information of a like nature.
6. Nothing in this Agreement shall be construed as granting any licence, or right in the nature of patent rights.
7. This Agreement shall constitute the entire understanding between the parties with respect to the confidential information.

8. This Agreement shall be governed by the Indian Law and shall come within the Jurisdiction of Competent Courts in Patna or as per the norms of Conflict of Laws as the case may be.

In Witness where of the authorized Signatory of the parties have Signed this Agreement on the day first noted above and affixed the Official Seals of the Parties.

Authorised Signatory

Authorised Signatory

Official
(Company/Industry)

I.I.T. Patna

Official Seal

Official Seal