

AGREEMENT REGARDING MUTUAL DISCLOSURE OF INFORMATION

THIS AGREEMENT is made on ...date.... between Center for Development of Advanced Computing (C-DAC), Gulmohar cross road no.9, Juhu, Mumbai, India. (hereinafter referred to as First party of the first part)

And

.....Name and address of the implementation agency.... (hereinafter referred to as "Second party of the second part").

1. **Purpose.** The parties hereto to explore a business possibility of mutual interest and desire to receive confidential information of the other party for the knowledge sharing in the implementation of the Gateway developed by the first party and to be implemented and deployed by the second party in various states in India when appointed. For purpose of this Agreement, the party disclosing confidential information is hereinafter referred to as the "Disclosing Party" i.e. party of the First Part and the party receiving confidential information hereunder is hereinafter referred to as "Recipient." i.e. party of the Second Part. For the purpose of the implementation of the project, it is expected that certain trade and business information proprietary to the Disclosing Party, and which the Disclosing Party considers confidential, may have to be provided to the Recipient.

2. **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing or not) (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable

person under such circumstances would treat information as confidential.

3. **IPR/Patent Rights:** C-DAC, Mumbai will hold Exclusive Right for IPR/ patents of the software/ tools or products developed by C- DAC for NSDG/SSDG/MSDG/MSDP project which C-DAC may share with the Second Part or permit the Second Party to use for NSDG/SSDG/MSDG/MSDP related work.

4. **Use Limitations.** The Recipient agrees not to use the Confidential Information provided/ disclosed by the Disclosing Party for its own use or for any purposes except those purposes expressly set forth above. Recipient shall not use the Confidential Information for purposes of unfair or improper competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials/ information/ data provided unless permitted in writing by the Disclosing Party.

5. **Non-Disclosure.** Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purposes described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual obligation and restriction on nondisclosure and proper treatment of confidential information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which Recipient may become aware.

6. **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
7. **Return of Materials.** Any material or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the request of the Disclosing Party's for return of the materials, or on termination of the business relationship between the Disclosing Party and Recipient entered into through agreements or otherwise, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).
8. **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.
9. **Remedies.** Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by any breach of this Agreement by Recipient or any of its Officers, Directors, Employees, Consultants or Affiliates. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including Injunction and Specific Performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.
10. **Attorneys' Fees, Jurisdiction/Venue.** In the event of any litigation or other legal proceedings between the parties arising out of breach of this Agreement alone, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement. The Courts in Mumbai, India shall have exclusive jurisdiction to try and dispose of any

proceedings arising out of this Agreement. The laws of the Union of India shall govern the validity, interpretation and performance of this Agreement.

11. **Termination & Survival.** This Agreement shall govern all communications between the parties that are made during the period from the date hereof to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. Recipient's obligations under this Agreement with respect to Confidential Information it has previously received shall continue for a period of 3 years after termination of this Agreement.

12. **General.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing by mutual consent and in writing duly authorized by the Disclosing Party and signed by the parties at the First Part and Second Part only. If any provision of this Agreement is found by any legal authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provisions shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties. This Agreement shall not be construed as a Teaming agreement, Joint Venture, Partnership or other business relationship. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other party, except that either party shall have the right to assign this Agreement, without prior consent or approval of other party to the Successor, in such an event it shall be the responsibility of the concerned party to inform the other party regarding such a change. This Agreement shall be binding upon the legally permitted successors of both parties.

Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery with proper acknowledgement due by a person identified for this purpose in writing by either Party, on receipt of nationally recognized courier service, facsimile transmission or by certified or registered mail. Notices shall be sent to the

addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

**Center for Development of Advanced Computing (C-DAC) Mumbai,
Gulmohar cross road No. 9, Juhu, Mumbai - 400 049, India**

By: Zia Saquib _____ :

Title: Executive Director
Date: _____

.....Implementation Agency Name and Address.....

By: _____

Title: _____

Date: _____