

Note: This NDA document should be filled, sealed and signed and upload along with the technical bid.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into on this 21st day of October 2021 (“**Effective Date**”) by

<< **Yours Company Name** >>, a **Company** duly incorporated under applicable law, and having its **Registered Office at**, (hereinafter referred to as the “**Recipient**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

In favour of **Indian Institute of Management Bangalore**, Bilekahalli, Bannerghatta Road, Bengaluru - 560076, a Company incorporated under the Companies Act, ACT, 2017 ,NO. 33 OF 2017 and having its Registered Office at Bangalore, Karnataka, India (hereinafter referred to as “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns)

“**Recipient**” and the “**Disclosing Party**” are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”, as the context may require.

WHEREAS

- Disclosing Party is in the business of Educational institutions, in accordance with the terms contained therein.
- **Recipient** is, *inter alia*, engaged in the business of << **Please fill in** >>
- The Disclosing Party intends to provide **Visitor Management Software On-Cloud Service** for (hereinafter referred to as the “**Project**”) and in connection therewith the Recipient shall be receiving or have access or can reasonably be expected to have access to Confidential Information (as hereinafter defined), of which the Disclosing Party is the sole owner.
- The Disclosing Party wishes that the Recipient maintains confidentiality of the Disclosing Party's Confidential Information. The Disclosing Party seeks to protect and the Recipient recognizes and acknowledges its obligation and covenants to protect the Confidential Information
- In consideration of the Disclosing Party disclosing Confidential Information and the Recipient receiving them for its use and benefit, the Recipient wishes to enter into this agreement (this “**Agreement**”) agreeing to the terms and conditions set forth hereunder for protection of Confidential Information.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

Business Day means a day (other than a Saturday, Sunday or public holiday) on request support need to be provide on Saturday, Sunday or public holiday

Confidential Information means confidential, proprietary, technical and non-technical information made available in writing or oral or otherwise, directly or indirectly, by the Disclosing Party or its employees, officers, representatives, advisers or affiliates to the Recipient and its permitted recipients after the Effective Date including but not limited to:

- i. any information, designs, specifications, configurations, passwords, plans, document and/or material, relating or belonging to the Disclosing Party of which the Recipient may obtain knowledge of or access to from the Disclosing Party;
- ii. information disclosed under or prior to this Agreement or during negotiations or discussions between Disclosing Party and the Recipient whether or not set forth in writing;
- iii. all agreements and their supportive documents entered into by Disclosing Party;
- iv. intellectual property and/or software rights, interest and knowledge;
- v. information described as proprietary or designated as confidential information;
- vi. information disclosed to the Disclosing Party by any third party which information the Disclosing Party is obligated (whether by any relevant law or otherwise) to treat as confidential or proprietary information;
- vii. any and all other information, data or materials learnt / discovered / made out by the Recipient through inspection of Disclosing Party's property, blueprints, financial plans, strategies or processes, research, development, know-how, personnel, or third-party confidential information disclosed to the Recipient by the Disclosing Party.
- viii. all information or analysis derived from the Confidential Information;

"Permitted Recipients" means the employees, officers, agents and subcontractors of the Recipient as well as the Recipient's holding company. Permitted Recipients also include the Recipient's professional advisors such as attorneys and accountants.

"Third Party/ies" means any person other than the Parties hereto.

2. APPLICABILITY OF THIS AGREEMENT

This Agreement shall apply to all or any Confidential Information provided by Disclosing Party to the Recipient, whether or not the same is marked as confidential.

3. OBLIGATIONS OF THE RECIPIENT

3.1 The Recipient agrees to and shall:

- 3.1.1 treat all Confidential Information received from Disclosing Party as proprietary and confidential information of Disclosing Party.
- 3.1.2 undertake (i) to hold the Confidential Information in strict confidence, (ii) not to disclose Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the purpose of the Project; Provided that the Recipient may disclose the Confidential Information to its responsible employees and consultants (“Representatives”) on a bonafide need-to-know basis, but only to the extent necessary to carry out the Project however subject to taking such necessary precautions and steps as may be required to ensure that the obligations hereunder are not breached.
- 3.1.2 except as authorized in writing by Disclosing Party, use, copy or reduce Confidential Information into tangible, visible, electronic or recorded form or in any other form whatsoever as is strictly necessary in connection with this Project;
- 3.1.3 protect the Confidential Information with the same degree of care the Recipient uses to protect its own Confidential Information;
- 3.1.4 not remove, alter, copy, do reverse engineer or deface any proprietary or confidential designations denoted on the Confidential Information;
- 3.1.5 not, without the prior written consent of the Disclosing Party, publicly disclose or announce its engagement with the Disclosing Party or the results or conclusions (in whole or in part) of the negotiations with the Disclosing Party;
- 3.1.6 promptly cease to use the Confidential Information and all copies thereof upon a written request of the Disclosing Party;
- 3.1.7 promptly cease to use the Confidential Information, upon the purpose for which the Confidential Information has been provided to the Recipient by the Disclosing Party.
- 3.1.8 promptly destroy or return all Confidential Information and all copies thereof to the Disclosing Party.

3.1.9 provide a confirmation in writing to the Disclosing Party that all Confidential Information has been returned or permanently destroyed, as the case may be.

3.1.10 not assign this Agreement or any interest herein without the express prior written consent of the Disclosing Party.

3.2 Notwithstanding anything contained herein, the obligations contained in this Agreement shall be binding on the Recipient and shall survive throughout from the date of execution hereof even after the termination of this Agreement.

4. LIMITS TO THE OBLIGATIONS OF THE RECIPIENT

The obligations contained in Clause 3 (“Obligations of the Recipient”) do not apply to Confidential Information:

4.1 which is in the public domain at the time of disclosure or is subsequently made available to the general public by no fault of the Recipient; or

4.2 which becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source, to the best knowledge of the Recipient, is not subject to any prohibition against transmitting such information; or

4.3 which the Recipient reasonably can demonstrate was known to it when the Confidential Information was disclosed by the Disclosing Party; or

4.4 to the extent it is required by law or other regulation to be disclosed.

5. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

5.1 The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.

5.2 Except as expressly stated in this Agreement, the Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

5.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Project or the development.

5.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement.

Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief including without limitation injunctive relief concerning any threatened or actual breach of any of the provisions of this Agreement.

- 5.5 The Recipient shall be liable to the Disclosing Party for the actions or omissions of its Permitted Recipients in relation to the Confidential Information as if they were the actions or omissions of the Recipient.
- 5.6 The obligations of the Recipient under this Agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, shall survive even after the termination of this Agreement.

6. PROPRIETARY RIGHTS

Nothing contained in this Agreement shall be construed as expressly or implicitly granting any rights to the Recipient in respect of any patent, copyright, license or other intellectual property right belonging to the disclosing party.

8. INDEMNITY

The Recipient shall indemnify and keep indemnified the Disclosing Party and its affiliates, and their respective directors, officers, employees, agents and each of its representatives (collectively the “Indemnitees”) from and against any costs, claims, demands, losses or liabilities whatsoever arising out of any breach by the Recipient of its obligations under this Agreement.

Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by the Recipient and/or any of its representatives and/or any authorised recipient and that any such breach would cause the Disclosing Party irreparable harm. Accordingly, the Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, the Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled to equitable relief, including injunctive relief and specific performance.

9. UNDERTAKINGS:

- 9.1 The Recipient hereby acknowledges and agrees that:

- 9.1.1 the Confidential Information provided to the Recipient does not purport to be all inclusive and that no representation or warranty is made as to the accuracy, reliability or completeness of any of the Confidential Information; and,

9.1.2 in respect of this Project, the Recipient is acting as principal and not an agent or broker for any other person interested in evaluating the transaction or the assets or liabilities of the Disclosing Party.

9.2 The Recipient confirms, acknowledges and undertakes that it is and shall remain liable for any act or omission by any of its representatives or Permitted Recipients in relation to this Agreement.

10. ENTIRE AGREEMENT

This Agreement alone constitutes the entire Agreement between the Parties in respect of Confidential Information provided and supersedes all previous understandings and agreements in such respect. In the event of any conflict between this Agreement and any other documents relating to the provision of the Confidential Information, the terms of this Agreement shall take priority.

11. NO WAIVER

The Recipient agrees that any failure or delay by Disclosing Party in exercising any right, power or privilege under this Agreement, shall not operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise thereof preclude any other or future exercise of any such right, power or privilege.

12. NO OBLIGATION

This Agreement shall not be construed as to create an obligation or to indicate intent to enter into any future contract or agreement between the Parties.

13. GOVERNING LAW AND JURISDICTION

The interpretation, construction and effect of this Agreement shall be governed by and construed in accordance with the laws in India. All disputes arising in relation to this Agreement shall be settled through a Court of competent jurisdiction at **Bangalore, Karnataka, India**. It is hereby clarified that, a dispute would be deemed to have arisen upon the sending of notice in writing by one Party to the other, as to the existence of a dispute. The Disclosing Party shall have the right to enforce provisions of this Agreement directly against the Recipient. The Recipient acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Recipient agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Recipient, or otherwise to protect its rights, under this Agreement.

14. SURVIVAL

The termination of this Agreement shall in no event terminate or prejudice any right or obligation arising out of or accruing under this Agreement.

15. AMENDMENTS

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

16. NOTICES

Any notice to be issued/given in connection with this Agreement, shall be in writing and shall be given to the appropriate Party, by personal delivery or by certified mail, postage prepaid, or recognized delivery services, or faxed at the following address:

If to Disclosing Party:

ADDRESS - Indian Institute of Management Bangalore ,
Bilekahalli, Bannerghatta Road, Bengaluru - 560076

If to Receiving Party:

ADDRESS - << **Please fill in** >>

17. COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which when so executed and delivered shall be deemed an original but both of which together shall constitute one and the same instrument and any Party shall execute this Agreement by signing both of such originals or counterparts.

IN WITNESS whereof, the Parties have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

For Indian Institute of Management Bangalore

<<For ABC Company>>

Name: Dillip K Mohapatra

Name:

Title: Campus Computer Manager

Title:

Date:

Date:

In the Presence of:

Witness:

Name:

Address