



NON – DISCLOSURE AGREEMENT

This non-disclosure agreement and confidentiality agreement is made this th 27 June, (Effective Date) by and between: 2022

Charotar University of Science and Technology (CHARUSAT) situated at Changa, having an address at CHARUSAT Campus, Changa, Taluka Petlad, Anand-388 421 formed under Gujarat State Act No.8 of 2009, Govt. of Gujarat (hereinafter referred to as “**CHARUSAT**” which expression shall unless excluded by or repugnant shall where the context so admits include its successors and permitted assignees) of the **FIRST PART**.

AND

Bhaikaka University was incorporated as Private University under the Gujarat Private Universities Act. 2009 having its registered office at Gokal Nagar, Karamsad 388325, Dist: Anand, Gujarat, representing through its Registrar, Bhaikaka University (hereinafter referred to as “**BU**” which expression shall unless excluded by or repugnant shall where the context so admits include its successors and permitted assignees) of the **SECOND PART**.

The CHARUSAT and the BU shall thereafter, as the context may require, individually be referred to as a “**Party**” and collectively be referred to as the “**Parties**”.

The party disclosing the confidential information shall be known as the ‘Disclosing Party’ and the party receiving the confidential information shall be known as the ‘Receiving Party’.

WHEREAS

- a) The parties are proposing to enter into the following transaction:
- b) The First Party is disclosing the confidential information (as defined hereunder) to the Second Party for the following purpose:
 - To use provided information and data for Research & Development purposes only
- c) The Second Party is disclosing the confidential information (as defined hereunder) to the First Party for the following purpose:
 - To use the prepared tool/application/algorithm/scale/checklist for research purposes only
- d) Each party is required to execute a non-disclosure agreement to protect the information of the other party. Accordingly, the parties wish to enter into this non-disclosure agreement whereby each party agrees to treat as confidential, all the confidential information (as defined) provided by the other party/ acquired from the other party, on the terms and conditions mentioned hereunder.

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NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:



1. Confidential Information:

Confidential Information includes, but is not limited to designs, samples, models, photo types, know-how, processes, methods, techniques, formulas, algorithms, scientific knowledge, and operating specifications communicated in writing, orally, or visually to receiving party.

2. Obligations of receiving party:

The receiving party will maintain the confidentiality of the shared information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information. The receiving party will not disclose any of the disclosing party's confidential information to any employees or to any third parties except to the Receiving Party's employees, parent company, and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such entity. Each party assures the other party that employees and agents of affiliated business units which are recipients of confidential information shall abide by the terms of this agreement. For the purposes of this agreement, the term 'employees' shall include independent contractors of each party. The receiving party will not make any copies of the confidential information received from the disclosing party except as necessary for its employees, parent company, and majority-owned subsidiaries with a need to know. Any copies, which are made will be identified as belonging to the disclosing party and marked 'confidential', 'proprietary', or with a similar legend.

3. Title:

Title or the right to possess confidential information as between the parties will remain in the disclosing party.

4. Effective Date:

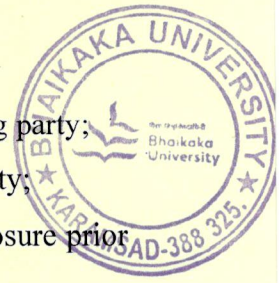
The obligations of the receiving party in respect of confidentiality as provided above shall commence from the effective date and the receiving party shall solely be responsible for compliance by such representatives with the foregoing obligations of confidentiality.

Receiving party hereby agreed to bind all employees, agents, associates, directors, personnel representatives, consultants, contractors and sub-contractors, professional or any other person who receives the confidential information for the purposes contemplated hereunder (representatives) through a legally enforceable agreement to maintain the confidentiality of such confidential information and to be bound by all the terms of this non-disclosure agreement, wherever applicable, whether expressly or generally.

5. Exceptions:

The receiving party will not be liable for the disclosure of any confidential information which is:

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- (a) rightfully in the public domain other than any breach of a duty to the disclosing party;
- (b) rightfully received from any third party without any obligation of confidentiality;
- (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;
- (d) independently developed by employees of the receiving party; or
- (e) generally made available to third parties by the disclosing party without restriction on disclosure.

6. Duration: The obligation under this agreement shall subsist throughout the term of this agreement and shall thereafter continue for a period of 2 years after the expiry of or earlier termination of this agreement.

7. Termination:

Neither party has any obligation to disclose confidential information to their other. Either party may terminate this agreement at any time without cause upon written notice to the other party, provided that each party's obligations with respect to confidential information disclosed during the term of this agreement will survive any such termination. Either party may, at any time; (a) cease giving confidential information to the other party without any liability, and/ or (b) request in writing the return or destruction of all or part of its confidential information previously disclosed, and all copies thereof, and the receiving party shall promptly comply with such request, and certify in writing its compliance.

8. General

8.1 Indemnity:

Each party ('Indemnifying party') hereby agrees to indemnify and hold the other party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to breach of the non-disclosure agreement by the indemnifying party.

8.2 Severability:

If any provision of this non-disclosure agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this non-disclosure agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this non-disclosure agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/ unenforceable provision.

8.3 Exclusivity:

For a period of **Two Years**, the parties shall not enter into discussions with third parties for transactions which are similar to the proposed transaction.

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8.4 Independent Parties:

Nothing contained or implied in this letter creates a joint venture or partnership between the parties or makes one party the agent or legal representative of the other party for any purpose.

8.5 Intellectual Property Rights:

Nothing in this agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any party in favour of the other, nor shall this agreement be construed to grant any party any rights in or to the other party's confidential information, except the limited right to use such confidential information in connection with the proposed relationship between the parties. The receiving party shall not receive any intellectual property rights in the confidential information other than a limited right to use the confidential information for the purposes specified in this agreement. All intellectual property rights shall continue to vest with the disclosing party. The disclosing party shall retain all title, interest and rights and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright, or application for same which are not or thereafter may be obtained by disclosing party is either granted or implied by the conveying of confidential information. The receiving party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the disclosing party on any copy of the confidential information, and shall reproduce any such mark or notice on all copies of such confidential information. Likewise, the receiving party shall not add or emboss its own or any other mark, symbol or logo on such confidential information.

8.6 Assignment:

This agreement shall not be assignable by any party without prior consent of the other party.

8.7 Amendments:

Any change, alteration, amendment or modification to this non-disclosure agreement must be in writing and signed by authorised representatives of both the parties.

8.8 Warranties:

The disclosing party represents and warrants that the information provided to the receiving party is true and correct to the best of knowledge of the disclosing party.

9. Dispute Resolution and Governing Law:

Any dispute/s arising out of this agreement shall, as far as possible, be settled amicably between the parties hereto failing which the following shall apply-

- (a) This agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

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10. Notices:

Except as otherwise specified in this non-disclosure agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this non-disclosure agreement shall be in writing.

This non-disclosure agreement constitutes understanding between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, obligations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

This non-disclosure agreement and confidentiality agreements executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

By SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

For and on behalf of **CHARUSAT**

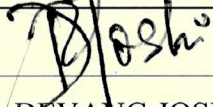

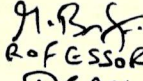

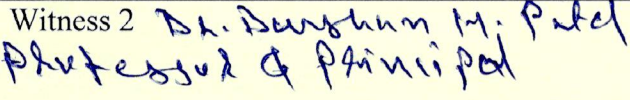

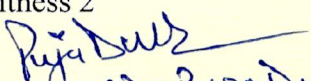
For and on behalf of **BU**

Authorized Signatory

Authorized Signatory

Name & Seal:

Name & Seal:

 DR. DEVANG JOSHI REGISTRAR – CHARUSAT	 DR. HARISH DESAI REGISTRAR- BU
Witness 1  (DR. M. BALAGANAPATHY) PROFESSOR & PRINCIPAL, ARIP DEAN IIC, FMD, CHARUSAT.	Witness 1  (DR. SUNIL CHATURVEDI) ASSOCIATE PROF EMERGENCY DEPARTMENT INCHARGE, CLINICAL CARE DEPARTMENT
Witness 2  Professor & Principal CHARUSAT, Chhanga. 	Witness 2  (DR. PUSA DULLOO) Director IOAC, BU Professor Physiology PSMC, Karamsad

