

## NON – DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed this .....Day of .....2017.

**Between**

**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 43/46, Garden Reach Road, Kolkata – 700024, hereinafter referred to as “**GRSE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**.

**AND**

M/s \_\_\_\_\_ (with full address)., (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in –interest, administrators and assigns) of the **SECOND PART**.

### **WHEREAS**

For purpose of this Agreement, GRSE that discloses confidential information is herein after referred to as the “Disclosing Party” and M/s \_\_\_\_\_., that receives and or accesses confidential information here under is herein after referred to as ‘Recipient’

**WHEREAS** \_\_\_\_\_- being considered inter alia for the purpose of \_\_\_\_\_ work and as such some of the drawings/documents in connection with \_\_\_\_\_ are required to be disclosed which shall be treated as confidential and the said \_\_\_\_\_., shall not disclose or part with such drawings/documents to any other third party, without prior written consent from GRSE.

AND WHEREAS the said M/s \_\_\_\_\_., is obliged to execute an undertaking in the form of “Non-Disclosure Agreement” on handing over of GRSE and/or Designated Buyer owned data drawings/ documents and also confidential/proprietary drawings or technical information of any other party, as the case may be, to them by GRSE, duly promising and/or undertaking to keep and treat such data, drawings/documents as strictly ‘confidential’.

NOW THEREFORE both GRSE and M/s \_\_\_\_\_., do hereby agree as follows in the premises aforesaid:-

1. In the Premises aforesaid it is agreed as follows :
  - a) During the pre-bid discussion and subsequent agreement between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said agreement, M/s \_\_\_\_\_., the recipient, undertakes that the data, drawings/ documents so received in any form whatsoever shall be:
    - i) Protected and kept as strictly confidential by them.
    - ii) Disclosed to and used only by the persons within the organization of M/s \_\_\_\_\_., who have a need to know solely for the

purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.

- iii) Used in whole or in part solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
  - iv) Neither disclosed nor cause to be disclosed directly or indirectly to any third party.
  - v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
  - vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered .
2. Nothing in this agreement or the disclosure of the information or data or systems, to be intended to be granted or shall be construed as granting to M/s \_\_\_\_\_, any rights, title , interest or license other than the right to use such data, drawings/documents etc for the purpose of pre-bid meeting and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers and the property in all the information/data/ drawings or documents disclosed by GRSE to M/s \_\_\_\_\_. In this regard for the purpose of pre-bid meeting or for execution of job if any, to be subsequently awarded by GRSE shall, subject to the rights of the owner, rest with GRSE.
3. Neither party shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or any Agreement, if any, to be entered into subsequently.
4. M/s \_\_\_\_\_. shall not make any copies or duplicate in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, M/s \_\_\_\_\_. shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
5. Expiry, foreclosure or termination of the PO or any or all of the subsequent agreements entered into by GRSE and the said M/s \_\_\_\_\_, if any, in pursuance of the pre-bid discussion, shall not relieve M/s \_\_\_\_\_ of their obligations under these presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination.
6. In the event of expiry, foreclosure or termination, M/s \_\_\_\_\_. shall forthwith return to GRSE, all data and drawings/documents as received by them during tenure of the PO and/or subsequent agreements.

7. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.
8. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
9. M/s \_\_\_\_\_. shall indemnify and hold harmless GRSE from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of such action, claim or proceedings, brought by any third party pursuant to any unauthorized disclosure or use of any data/document/drawings/ information by M/s \_\_\_\_\_, or by any person for whom M/s \_\_\_\_\_ is responsible under this agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
10. This agreement shall be governed under the Indian Laws and the Courts in the city of Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
11. GRSE' standard arbitration clause as contained in Annexure – I shall apply to this agreement for resolution of disputes between the parties.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

<b>FOR GARDEN REACH SHIPBUILDERS &amp; ENGINEERS LTD</b>	<b>FOR M/s _____,</b>
Signature :	Signature :
Name :	Name :
Address :	Address :

<b>WITNESS 1</b>	<b>WITNESS 2</b>
Signature :	Signature :
Name :	Name :
Address :	Address :