

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ day of November 2014

Between

ELECTRONICS CORPORATION OF INDIA LIMITED, a Government of India Enterprise, duly incorporated under Companies Act, 1956, having its registered office at ECIL Post, Hyderabad-500 062. A.P. (India), hereinafter referred to as "ECIL", unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the one part.

And

<Name of the Bidder _____ >

a company duly incorporated under, having its registered office at (hereinafter called BIDDER), unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the other part.

ECIL and BIDDER shall hereinafter collectively be referred to as "Parties".

WHEREAS:

- (a) ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having Head Office / manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers round the Country for supporting Installation, Commissioning and Maintenance.

Whereas BIDDER approached ECIL for taking up as Business Associates to promote indigenously developed Secrecy Products in Defence, MHA and Paramilitary forces. as per the EOI published in ECIL's Web site.

- (b) Whereas ECIL intends to enter into a separate Agreement with the Successful BIDDER subsequently.
- (c) For the purpose of the Agreement, it may become desirable or necessary for the Parties to disclose to each other Confidential Information (as defined below).
- (d) To facilitate the above, the Parties have agreed to enter into this Non- Disclosure Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all discussions, negotiations, information, written, oral, pictorial or in other tangible or machine readable form and is or which in the future may be identified by the disclosing Party as proprietary, confidential or secret and disclosed by it to the receiving Party. The disclosing Party shall clearly identify such Confidential Information when

disclosing it to the receiving Party by marking or indicating it as “Confidential Information”. The disclosing Party shall reduce to writing any Confidential Information that is disclosed orally and send it to the receiving Party within thirty (30) days of the oral disclosure. The receiving Party pending receipt of such written Confidential Information shall treat it as Confidential Information and subject to the terms of this Agreement.

2. The receiving Party of Confidential Information agrees and undertakes to the disclosing Party that at all times:
 - (a) it shall hold in trust and strictest confidence and keep strictly secret, the Confidential Information;
 - (b) it shall not use the Confidential Information for any purpose other than the purpose for which the Parties are exchanging the Information.
 - (c) it shall disclose the Confidential Information only to its employees having a need to know and solely for the purpose of the execution of the Agreement. It shall maintain a written Agreement with each of its employees to whom the Confidential Information is disclosed to keep strictly confidential and secret the Confidential Information received. The receiving Party acknowledges that the said written Agreement entered into between it and its employees would not discharge the receiving Party from its confidentiality obligations under this Agreement;
 - (d) it shall take all steps to prevent or be involved in any way in, any reproduction, duplication and/or copying of the Confidential Information, or in the development, supply, manufacture or sales of any products or solutions incorporating the Confidential Information, without the prior written consent of the disclosing Party;
 - (e) it shall keep and take all steps to procure that, where it is required by the disclosing Party, all Confidential Information is, segregated at all times from the information of any third party, kept in secured storage area [or in areas having restricted access within the receiving Party’s control] and not lost or disclosed or used by any unauthorized person(s);
 - (f) it shall surrender and return all or any of the Confidential Information and any notes, memoranda or the like, including any copies thereof incorporating the Confidential Information to the disclosing Party upon written request by the disclosing Party or upon discontinuance or completion of the execution of the Agreement.
 - (g) it shall not make or publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or the Agreement (s) going to be signed in any manner nor advertise or publish the same in any medium without the prior written consent of the disclosing Party; and
 - (h) it shall promptly notify the disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized person(s).
3. The receiving Party shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:

- (a) is or becomes available to the public domain without breach of this Agreement by the receiving Party; or
 - (b) was already known to the receiving Party at the time of disclosure; or
 - (c) is disclosed with the written approval of the disclosing Party; or
 - (d) becomes known to the receiving Party from a third party without any breach of confidentiality by such third party and the receiving Party is free of any obligation or restrictions to maintain such information in confidence imposed by such third party; or
 - (e) is required to be disclosed pursuant to any court order or directive by governmental agencies provided that the receiving Party shall notify the disclosing Party in advance prior to disclosure.
4. The exchange of Confidential Information between the Parties does not constitute or imply any offer by one Party to the other to enter into any commitments whatsoever or any legally binding Agreement between the Parties. Nothing in this Agreement shall be construed as granting of any rights, by License or otherwise, to the Confidential Information of the disclosing Party or any rights to make commitments of any kind for and on behalf of the other Party.
5. If any provision of this Agreement is invalid or illegal, then such provision shall be automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
6. Any notice given hereunder shall be in writing and shall be hand delivered or sent by post or telefax to the address set out below and any notice shall be deemed to be given if hand delivered at the time of delivery, if sent by post at the date of mailing and if sent by telefax the date the machine confirmation of the transmission of the said telefax is received.

ECIL : Electronics Corporation of India Ltd
 Address : Telecom Division, ECIL Post,
 Hyderabad- 500 062, AP, INDIA
 Tel no. : 040-2718 2404
 Fax Number : 040- 2712 3778
 Contact Person :

BIDDER :
 Address :
 Tel no. :

Fax Number :
 Contact Person :

7. No addition to or modification of any provisions of this Agreement shall be binding upon the Parties unless made by a written instrument signed by the duly authorized representatives of both Parties.
8. This Agreement shall be governed by and construed in all respects according to the laws of the India and the Parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Greater Hyderabad Municipal Corporation, Kapra Circle, Hyderabad, Andhra Pradesh, India.

9. Each Party shall be responsible for its own costs and expenses in the preparation, negotiation and execution of this Agreement.
10. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
11. No Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party.
12. The Confidentiality under this Agreement shall be valid forever throughout the life of the Persons/ Organizations, who are involved in the Process of execution of the activities under this Agreement. There is no termination for the validity of maintaining the Confidentiality related with the Products/ Projects being handled under this Agreement or the Purchase Orders, if any, released subsequent to the signing of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by, for and on behalf of
Electronics Corporation Of India Ltd.

Signed by:

Name:

Title:

Date:

Witness:

Name:

Title:

Date:

Signed by, for and on behalf of

Signed by:

Name:

Title:

Date:

Witness:

Name:

Title:

Date: