

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the 5th day of February 2018
BETWEEN

- (1) **University of Warwick** and its subsidiaries whose administrative offices are at University House, Kirby Corner Road, Coventry, United Kingdom, CV4 8UW (the 'University'); and
- (2) **National Institute of Technology, Raipur**, a "Body Corporate" (Autonomous Institute under the control of Government of India) in India whose Head office is at G.E. Road, Raipur, Chhattisgarh - 492010, India ('NITR').

RECITALS

- (A) The parties wish to explore the possibility of entering into a mutually beneficial collaborative agreement on the subject of research activities for the purpose of solving various challenges of science, engineering and technology, in addition to developing a joint International Funding research grant to take on global challenges. ('the Purpose') and for the Purpose, need to disclose confidential information to one another.
- (B) The parties are willing to disclose the said information on the basis that it is protected as provided in this Agreement.

In consideration of the mutual premises and covenants contained in this Agreement the parties
HEREBY AGREE AS FOLLOWS:

1. In this Agreement the term 'the Disclosing Party' applies to either party as appropriate where it discloses Confidential Information to the other party and the term 'the Receiving Party' applies to either party as appropriate where it receives Confidential Information from the other party.
2. In this Agreement 'Confidential Information' shall mean all information disclosed (whether orally, in writing or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the Disclosing Party may carry on business) by the Disclosing Party to the Receiving Party from the date of this Agreement and for twelve (12) months after the date of this Agreement, including but not limited to information relating to the Disclosing Party's operations, processes, plans or intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which:
 - 2.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it makes disclosure; or
 - 2.2 the Receiving Party can show:
 - 2.2.1 was in their possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - 2.2.2 to have been independently developed by the Receiving Party without recourse to the Confidential Information; or
 - 2.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or
 - 2.4 it is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
 - 2.5 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or

[Handwritten signatures in green and blue ink]

- 2.6 which is required to be disclosed by applicable law or court order or by a party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request and shall not otherwise be released from their obligations of confidentiality hereunder.
3. Each of the parties shall be responsible for and primarily liable for any acts or omissions of its associates and associated companies (as defined in the Corporation Tax Act 2010 sections 448 and 449 or as amended or re-enacted from time to time) and all officers, employees, servants, agents or professional advisers of such person which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.
4. In relation to Confidential Information received from the Disclosing Party, the Receiving Party agrees as follows:
- 4.1 to treat the Confidential Information in confidence and to use it only for the Purpose;
- 4.2 not to copy or write down any part of the Confidential Information except as is reasonably necessary for the Purpose;
- 4.3 to disclose the Confidential Information only to such of their employees as need to know the Confidential Information for the Purpose;
- 4.4 to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
5. The Receiving Party shall:
- 5.1 at the Disclosing Party's request promptly return all documents, materials and records and all copies of the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory, subject only to the ability to retain one (1) copy solely for audit/legal compliance purposes;
- 5.2 remain bound by Clause 4 above for a period of five (5) years from the date of disclosure of the Confidential Information.
6. If a party does not enforce a right available to it under this Agreement in any particular instance, then that will not prevent it from enforcing that right in future or in any other instance.
7. Neither party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
8. This Agreement does not grant any right or licence under either party's intellectual property rights.
9. Notices under this Agreement shall be addressed to the other party at the address given below, or such other address as may hereafter be designated by notice in writing:

For the University: Director of Research & Impact Services
University House
University of Warwick
Coventry
CV4 8UW



For NITR:

Director
National Institute of Technology Raipur
G. E. Road, Raipur,
Chhattisgarh, India, 492010

10. The Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Recitals.
11. This Agreement constitutes the entire understanding between the parties related to the protection of Confidential Information disclosed under it.
12. The interpretation construction and effect of this Agreement shall be construed in all respects in accordance with English Law.
13. The parties hereby submit to the exclusive jurisdiction of the English courts.
14. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

AS WITNESS the hands of the authorised representatives of the parties on the date above

Signed for and behalf of
University of Warwick

Name: Dr Navdeep Bains
Head of Research Support, Funding & Contracts

Title:

Signature: 

Date: 5/2/2018

Signed for and behalf of
National Institute of Technology, Raipur

Name: Prof. A.M. Rawani, Ph.D.

Title: Director, NIT Raipur

Signature:

Date: 15/1/18

