

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“**NDA**”) is made at Mumbai this ___ day of _____ 2023.

BY AND BETWEEN

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

|, a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “Party”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

BOB and Party₁ shall hereinafter be individually referred to as first Party and second party collectively referred to as “Parties”.

RECITALS

WHEREAS:

1. | _____

Commented [ns1]: Please add the details of the project
And changes as per your need

BOB pursuant to its working relationship which has been or may be established, with the Consultant, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Consultant

WHEREAS, BOB desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, BOB and Consultant hereby agree as follows:

1 CONFIDENTIAL INFORMATION

- 1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations.
- 2 The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant .
- 3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 4 The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- 5 Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 6 The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

7 Consultant shall not disclose the name of the BOB , or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Consultant , in any publicity material or other communications to any third parties without the prior permission of BOB.

8. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

9. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

10. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Consultant to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2 PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Consultant from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Consultant any patents, licenses or similar rights to such property and Proprietary Information disclosed to Consultant hereunder.

3 INDEMNITY

3.1 The Consultant hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Consultant and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

3.2 The Consultant acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Consultant therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

4 Termination and Survival

4.1 The terms of this Agreement shall be for ----- months unless terminated by BOB with thirty days prior written notice to Consultant, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

Commented [ns2]: Please fill the term of this agreement

4.2 Unless the BOB otherwise agree in writing, consultant duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the consultant no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

Commented [ns3]: You may change the time period as per you requirement

5 GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7 NO LIABILITY

Consultant understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability

whatsoever to consultant or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8 MISCELLANEOUS

8.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8.2 This Agreement is in addition to any prior written agreement between BOB and Consultant relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

8.3 This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Consultant .

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

For Bank of Baroda Sign ; Name : Title :Authorised Signatory Address:; Fax No.	For M/s _____ Sign ; Name : Title :Authorised Signatory Address:; Fax No.
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Date: _____

Place: Mumbai.