



**TATA ELXSI**  
engineering creativity

Non-Disclosure  
Agreement

This Non-Disclosure Agreement ("*Agreement*") is made on 19.05.2022 (*Effective Date*)

**Between**

**TATA ELXSI LIMITED**, a company incorporated under the laws of Republic of India, having its principal place of business at ITPB Road, Whitefield, Hoody, Mahadevapura Post, Bangalore 560 048, India (*hereinafter referred to as 'TE'*).

**And**

**NATIONAL INSTITUTE OF TECHNOLOGY CALICUT (NIT C)**, a college/university incorporated under the laws of Republic of India, having its principal place of operations at NIT Campus PO, Kerala- 673601 (*hereinafter be referred to as the "Institute"*).

*Each Party shall be individually known as 'Party' and collectively known as 'Parties*

**WHEREAS**

- a. The parties are in the process of evaluating potential business relationship ('Purpose') and in connection with the Purpose, either party (the 'Discloser') may disclose to the other (the 'Recipient') certain Confidential Information (as hereinafter defined); and
- b. The Discloser wishes to maintain the confidentiality of the Confidential Information at the stage of negotiation and thereafter.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. Confidential Information**

"Confidential Information" shall mean any and all information and data either tangible or intangible, disclosed by the Discloser ('Discloser') to the Recipient ('Recipient'), in connection with the Purpose, irrespective of the medium in which such information has been disclosed, whether before or after the Effective Date, either directly or indirectly, and shall include without limitation, algorithms, CAD design, schematics, source code, simulation models, test cases and reports, Process and standards documentation from either parties, Lab infrastructure details – layout, designs, instrument, component, tool specifications, design documentation, user interface layout, test plans/cases, test and automated scripts, product specific information related to any customer and customer project artefacts - such as customer name, product specification, HW/SW/Mechanical design, HW schematics, PCB design, simulation models, source code, documentation, test cases and reports, business, financial information, procedures, ideas, know-how, inventions (whether patentable or not), concepts, records, files, memoranda, reports, , plans, price lists, customer lists, forecasts, strategies, any apparatus, modules, samples, prototypes or parts thereof or any Customer names, project names, product names, project information through visual images, distributor(s) and representative(s) list, employee(s) list and all document, books, papers, model, sketches, any information received from the premises of the Discloser and other data of any kind and descriptions, including electronic data recorded or retrieved by any means, that have been or will be given to the Recipient by the Discloser, as well as written or verbal instructions or comments and the like. Where any of the above information is given verbally, the Discloser shall provide a summary of the information to the Recipient in writing within thirty (30) days by way of confirmation that the same is subject to the terms of this agreement. For the purposes of this Section, profiles/details of Discloser's employees shared if any under this Agreement, shall be considered as Confidential Information.

It is clarified that Confidential Information will not include the information listed below. However, the Recipient will have the burden of proving that any given exception applies in a particular case.

- a) Information which is in public domain without any fault of the Recipient;
- b) Information which was rightfully in the Recipient's possession or any part of it which is generally known to the Recipient prior to its association with the Discloser;
- c) Information which is rightfully received by the Recipient from a third party without a duty of confidentiality on the third party
- d) Information which is independently developed by the Recipient without reference to any information of the Discloser
- e) Information disclosed with Discloser's prior written approval.

## **2. Undertakings by Recipient**

The Recipient shall use the Confidential information solely in connection with the 'Purpose' and not for any other purposes. The Recipient agrees and undertakes to hold the Confidential Information of Discloser in strict confidence. The Recipient will use its best endeavors to ensure that Confidential Information is protected against theft or unauthorized access. The Recipient will ensure that the Confidential Information of the Discloser is not disclosed to any third party or disseminated or published without the express written consent of the Discloser. The Recipient shall not at any time use any of the Proprietary Information (or permit or assist a third party to use the Proprietary Information) for or in connection with any litigation of any nature. The Recipient agrees not to disassemble samples, or to reverse engineer software programs supplied under this Agreement, or have the samples or software programs disassembled or reverse engineered by a third party for the direct or indirect benefit of the Recipient without the prior written permission of the Discloser. The Recipient agrees and undertakes that within its respective organization, Confidential Information of the Discloser will be shared with its Directors and employees strictly on a "need-to-know" basis. The Recipient further affirms that its respective employees, with whom the Confidential Information of the Discloser is shared, have entered into and are bound by an appropriate Confidentiality Agreement.

## **3. Forced Disclosure**

Subject to Section 2, the Recipient may disclose Proprietary Information, to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body. Before the Recipient discloses any information, the Recipient shall (to the extent permitted by law) use all reasonable endeavors to inform the Discloser of the full circumstances and the information that will be disclosed, consult the Discloser as to possible steps to avoid or limit disclosure and gain assurances as to confidentiality from the body to whom the information is to be disclosed.

## **4. Term**

This Agreement will be in force for a period of two (2) years from the effective date. The restrictions of confidentiality hereunder shall survive the expiry or termination of this Agreement for a period of three (3) years, except in case of any information belonging to TE's customer shared with the Institute, which the Institute shall continue to treat as Confidential Information till it falls under any of the exceptions given in Section 1. Upon the Discloser's request or upon the termination of this Agreement, the Recipient will promptly deliver to the Discloser any of the Discloser's Confidential Information (and all copies thereof) obtained or possessed by the Recipient. With respect to Confidential Information stored in electronic form, the Recipient shall delete all Confidential Information from its systems and shall confirm in writing signed by the authorized representative of Recipient, that all Confidential information has been deleted.

## **5. No Obligation**

Neither Party will be under any obligation to negotiate or enter into an agreement with the other Party as a consequence of this Agreement. Each Party reserves the right, in its sole discretion, to terminate discussions with the other Party at any time. Further, Discloser does not have an obligation to provide Confidential Information to the Recipient as the result of entering into this Agreement. Nothing in this Agreement shall be construed as a representation that either Party will not independently pursue similar opportunities, provided that the obligations of this Agreement are not breached.

**6. No License**

By making Confidential Information or other information available to the Recipient, the Discloser is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right.

**7. Ownership of Work**

Institute agrees that all work/services are being provided as a "work-made-for-hire" for TE and Institute further agrees to irrevocably assign, transfer, grant and convey to TE or to its Customer or assigns, all of Institute's right, title and interest in and to such work and all copyrights, patent rights, and other intellectual property rights represented or embodied therein, all free from and clear of any and all liens, encumbrances, charges and claims whatsoever. Recipient shall retain no right, ownership or title in the work or in any related letters, patents, trademarks, copyrights, confidential information or any other proprietary rights.

**8. Assignment**

The rights and obligations under this Agreement may not be assigned, transferred or delegated (by operation of law or otherwise) by the Recipient without the prior written consent of the Discloser, which consent shall not be unreasonably withheld.

**9. Warranty**

All information is provided 'AS IS' and without any warranty, express, implied, statutory or otherwise regarding its accuracy or performance.

**10. Conflicts with Other Provisions**

The Parties affirm that nothing in this Agreement is in conflict with the provisions of their respective constituent documents and this Agreement is valid and binding on them with reference to the same. The Parties have taken all internal approvals required for entering into and implementing this Agreement.

**11. Export Laws**

Recipient further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from the Discloser under this Agreement or any direct product of such technical data, software or software source code. Accordingly, Discloser shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws.

**12. Waiver**

Failure with or without intent of any Party to insist upon the performance by the other of any terms or provision of this Agreement in strict conformity with the literal requirements shall not be treated as a modification of the relevant provision, nor shall such failure or election be treated as a waiver of the right of such Party at any later time to insist on strict performance by other of such provision.

**13. Remedy**

The Recipient recognizes and acknowledges that Confidential Information is of a special, unique and extraordinary character to the Discloser and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Recipient cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Discloser. The Recipient expressly agrees that, in the event of any unauthorized disclosure by the Recipient,

the Discloser, in addition to injunctive relief shall be entitled to seek any other rights and remedies available under law or in equity.

14. **Severability**

If any term, condition, section or provision of this Agreement becomes invalid or be so judged, the remaining terms, conditions, clauses and provisions shall be deemed severable and shall remain in full force.

15. **Notices**

All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at their addresses specified in the introductory portion of this Agreement, or at any other address which a Party might specify in writing.

16. **Non-Compete**

Institute hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter, Institute shall not, for any reason, either directly or indirectly call on, solicit or attempt to solicit or take away any of TE's customers or potential customers about whom the Institute became aware as a result of any discussion between the Parties or otherwise.

17.

18. **No Public Releases.**

Recipient shall not make public (including through press releases and marketing material) the existence or content of this Agreement, the project orders or any other information relating to the co-operation between the Parties even if such information falls under the exceptions mentioned in Section 1 of this Agreement. Institute shall not refer to the name of TE and its customer, this Agreement or any project orders as its references in its marketing and/or for any other purpose without the prior, written and express consent of TE regarding such use.

19. **Ethics and Code of Conduct**

The Institute agrees to act in conformity with and abide by, the ethical standards prescribed in the Tata Code of Conduct in the performance of this Agreement, copy of which is available at TE's website ([www.tataelxsi.com](http://www.tataelxsi.com)). Institute, including its partners, agents and representatives shall not use or authorize any one to use the Discloser's name, or any trade, service or proprietary name, mark or logo of the Discloser or the TATA name or logo anywhere in their marketing collateral, visiting card, website etc. without proper authorization regarding such use.

20. **Entire Agreement and Modifications**

This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and this supersedes all other prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by the Parties.

21. **Jurisdiction; Relief**

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the Republic of India. All disputes or differences arising between the Parties as to the effect, validity or interpretation of this Agreement or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion. The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore, India, for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

**Tata Elxsi Limited**

Signature:   
Name: Nidhiya Jayaraman  
Title: Head- Legal  
Date: 19.05.2022

**National Institute of Technology Calicut**

Signature:   
Name: Jose Mathew  
Title: Chairperson, Centre for Industry Institutional Relations (CIIR)

***After signing, please return a copy of this Agreement to the "TATA ELXSI address" shown above.***

