

NON DISCLOSURE AGREEMENT

This agreement made on this --- day of---- in the ----- between M/S_____, a company incorporated in India and having its principle place of business at _____ (Hereinafter referred to as the 'Vender) on the ONE PART AND BHARATH HEAVY ELECTRICALS LIMITED, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 THROUGH ITS Corporate Research and Development Division, Hyderabad 500 593 (hereinafter referred to as 'the company') on the OTHER PART.

Whereas the Company, is desirous of executing a developmental order for the development and supply of a Non standard item called as CNC machined graphite plates. NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 SCOPE OF AGREEMENT: (Technical scope of work to be given in Purchase Order/Enquiry No : _____ Dt. _____ Refer Annexure-1)

2.0 DURATION OF AGREEMENT

2.1 The Vendor shall complete the work and meet the terms and conditions including the delivery schedules of the Purchase order (P.O) which include supply of the _____ to the company.

2.2 The company shall have the option to extend the Agreement by such further period and On such terms and conditions as may be considered necessary for the completion of the P.O, if required.

3.0 INTELLECTUAL PROPERTY :

All information, specifications, designs of deliverable hardware and software and interpretations Of the data and results and conclusions generated during the tenure of the agreement shall be the property of the Company. The results shall be available to any third party by the Vendor Without prior written permission of the Company.

4.0 Intellectual property rights (IPR):

4.1 In case the results of development work lead to any patent(s), copyrights or design registration etc the IPR rights will be totally and completely owned by the company.

4.2 In case, any other organization is licensed to use the patent, the accruing royalty shall be fully shared by the Company.

5.0 COMMERCIALISATION:

Company shall have the complete and total right to commercially exploit the process/ Knowledge developed through this agreement.

6.0 CONFIDENTIALITY:

All information acquired by either party from the other party shall be treated as 'confidential' and shall not be passed on to any third party except for the purpose of implementation of the work during tenancy of the agreement.

7.0 FORCE MAJEURE:

If either of the two parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, revolution, floods, draughts, earthquakes, lock-outs, epidemics, riots, civil commotion etc. the agreed time of completion of the respective obligations shall be then extended by a period of the time equal to the period of delay occasioned by such events

provided on the occurrence and cessation of any such contingency the party affected hereby shall within ten (10) days thereof give to the other party a notice in writing of such occurrence and cessation.

8.0 ARBITRATION:

8.1 If, at any time, any question, dispute, or difference whatsoever shall arise between the parties hereto relating to any matter arising out of or connected with this agreement or related to the respective rights and liabilities of the parties, of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators one to be nominated by the Director/Head of the Company, or in the case of the said arbitrators not agreeing then to adjudication of an umpire to be appointed by the arbitrators in writing before proceedings with the reference, and the award of the arbitrators or the umpire so appointed by the arbitrators, and the award of the arbitrators or the umpire so appointed by the arbitrators, shall be final and binding on both the parties.

8.2 Work under the agreement shall be continued by the Vendor during the arbitration proceeding unless otherwise directed in writing by the Company, or unless the matter is such that the work cannot be continued until the decision of the arbitrators or the umpire as the case may be, is obtained and save as those which are otherwise expressly provided in the agreement.

IN WITNESS WHEREOF the Vendors and the Company, have hereunto set their hand on the day and the year first above written.

For and on behalf of

For and on behalf of BHEL,
Corporate R&D Division.

WITNESS: