

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into the ___th day of _____ 2013 ("effective date"), by and between Bharat Heavy Electricals Ltd ("BHEL"), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi- 110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar- 249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as "BHEL" or "Disclosing Party" and, hereinafter referred to as the "Receiving Party":

WHEREAS, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of CNC Vertical Borers Table Dia 7 m Height 7 m which includes Job Prove out by machining of steam turbine parts as per tender no. C/6410/2012/4854T; and

WHEREAS, BHEL is required to disclose certain Technical drawings **as referred in document 'Specification Cum Compliance Certification For CNC Vertical Borer (Revised)' of tender no. C/6410/2012/4854T** , hereinafter referred to as "Technical Information" to the Receiving Party to enable them to submit their bids; and

WHEREAS, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

NOW THEREFORE, in consideration of the mutual promises recited herein, the parties agree to the following:

1. **Purpose.** This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.
2. **Limits of Agreement.** This Agreement and the Technical Information transmitted hereunder shall not be construed as:

- a. creating any obligation on either party to enter into any future contractual relationship of any kind; or
 - b. granting or conferring any express or implied rights -- by license or otherwise -- for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or
 - c. providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
 - d. creating a partnership, joint venture or other business relationship between the parties; or
 - e. altering any obligations, responsibilities, or rights which either party may have under any contract; or
 - f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.
3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:
- a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.
 - b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.
 - c. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of such Technical Information required to be disclosed be used only for

the purposes for which a court issues an order, or for other such purposes required by law.

- d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.
 - e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.
4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.
5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided, assignment may be made to any entity succeeding to the entire interest of a party's business or the business of the division or group originally responsible for performance hereunder.
6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.

In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.

7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.
8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. **Dispute Resolution.** All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.

The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.

BHEL:

Other party:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____