**CONFIDENTIAL DISCLOSURE AGREEMENT**

This **CONFIDENTIAL DISCLOSURE AGREEMENT** (hereinafter referred to as the “**Agreement**”) is entered into as of this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, (hereinafter referred to as the “**Effective Date**”) by and between **Centre for Cellular And Molecular Platforms (C-CAMP)**, acting through its **Office of Technology Transfer,** a not-for-profit Organization registered under the Companies Act, 1956, having its registered office at GKVK Campus, Bellary Road, Bangalore – 560 065, hereinafter referred to as “**OTT**” and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”**.**

Each of **OTT** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are referred to individually as Party and collectively as Parties.

**WHEREAS**:

1. Either Party possesses certain confidential proprietary information relating to certain patent application, inventions and other Intellectual Property generated by the Disclosing Party;
2. The Party disclosing or making available the Confidential Information to the Other party is referred to as the “**Disclosing Party**” and the Party receiving or to whom the Confidential Information is disclosed is referred to as the “**Receiving Party**”;
3. In connection with the pursuit, evaluation and feasibility of a business relationship, and/or the consummation of a transaction (hereinafter referred to collectively as the "*Business Purposes*") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as “*Affiliates*”), the Confidential Information of the Disclosing Party may become available to the Receiving Party; and
4. The Parties are desirous of preventing the unauthorized disclosure or use of the Confidential Information and thereby the Parties agree to deal with the Confidential Information in accordance with the provisions of this Agreement.

**NOW THEREFORE**, in consideration of these premises, the Parties agree as follows:

1. "**Confidential Information**". For purposes of this Agreement, Confidential Information shall mean any scientific, technical, trade, financial or business information or materials, that the Disclosing Party may from time to time disclose or otherwise make available to the Receiving Party or which is observed by a Receiving Party while meeting with or visiting the Disclosing Party’s facilities, and that are treated by the Disclosing Party as confidential or proprietary, including, information and materials related to molecules, compounds, antibodies, products, targets, processes, methods, assay systems, formulae, tests, equipment, data, batch records, reports, knowhow, sources of supply, patent applications, claims, ideas, specifications, sketches, computer programs, pathways, relationships with customers, consultants and employees, business plans and business developments, and financial data, Intellectual Property including Trade Secret and Know How, and other information concerning the existence, scope or activities of any research, design, development, manufacturing, marketing or other projects of the Disclosing Party. Without prejudice to the generality of the foregoing, Confidential Information includes information marked, labelled, or otherwise identified as confidential or proprietary, and information or materials that would reasonably be identified or understood by the Recipient as being confidential or proprietary information of the Disclosing Party, even if not so marked, labelled, or otherwise identified.
2. **Confidentiality Obligations**. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
3. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
4. not to use any of the Confidential Information except for the Business Purposes;
5. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise, use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Agreement;
6. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a-vis Disclosing Party in any commercial activity which may be comparable to the Commercial activity contemplated by the parties in connection with the Business Purposes;
7. to restrict access to the Confidential Information to those of its officers, directors, and Employees who clearly need such access to carry out the Business Purposes;
8. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon request of the Disclosing Party, to provide the Disclosing Party with a copy of a written Agreement to that effect signed by such persons;
9. to comply with any other reasonable security measures requested in writing by the Disclosing Party;
10. to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without prior written consent of the Disclosing Party;
11. to undertake not to disclose any names and their particulars to third parties without the prior written consent of the Disclosing party.
12. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:
	1. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
	2. is in the possession of the Receiving Party with the full right to disclose prior to its receipt from the disclosing Party, as evidenced by written records; or
	3. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.
13. **Return of Confidential Information**. The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the confidential Information.
14. **No Right to Confidential Information**.
15. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the Disclosing Party to use any of the confidential Information;
16. The Receiving Party further agrees that all Intellectual Property, inventions, improvements, patents, trademarks, copyrightable works, trade secrets and designs relating to machines, methods, compositions, or products of the Disclosing Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of Disclosing Party, and the Receiving Party has no right or title thereto.
17. **No Warranty**. The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
18. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business/employment relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business/employment opportunities, they will execute a separate written agreement to govern such business/employment relationship.
19. **Compelled Disclosure.** If the Receiving Party faces legal action to disclose Confidential Information received under this Agreement, then the Receiving Party shall promptly notify the Disclosing Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with Disclosing Party in contesting such a disclosure.
20. **Notices**: Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and given by sending it by registered mail (with receipt requested), or by recognized courier service with acknowledgement of receipt requested, or by facsimile or electronic mail to the address specified below or such other address as may be notified by each Party in accordance with the provisions of this Agreement.

**OTT**— Attention: \_\_\_\_\_\_\_\_\_,

Address: C-CAMP, GKVK Campus, Bangalore – 560 065

Telephone number:

Email:

**For \_\_\_\_\_\_\_\_\_\_\_\_\_** — Attention:\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile number:

Email:

1. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
2. **Non-Solicitation.** The Receiving Party agrees that it will not, for a period of 5 year (Five Years) from the date of this Agreement, initiate contact with Disclosing Party's Employees or its Clients in order to solicit entice or induce any employee of the Disclosing Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party, or entice or induce any Client, including any Advertiser or Publisher, of the Disclosing Party to terminate business relationship with Disclosing Party to engage in business services with the Receiving Party
3. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in effect for the period of 1 year (One Year) from the Effective Date or otherwise terminated earlier by the Parties.
4. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.
5. **Successors and Assigns.** Neither shall any Party have any right to assign its rights under this agreement, whether expressly or by operation of law, without the written consent of the Disclosing Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of India subject to the jurisdiction of Courts in Bangalore (Karnataka) only.
7. **Dispute Resolution.** Any dispute, claim or controversy arising out of or in relation to this Agreement shall be resolved by Arbitration through Sole Arbitrator in English at Bangalore in accordance with the Arbitration and Conciliation Act, 1996.
8. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the Parties to the Agreement.
9. **Effectiveness of Agreement.** This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

The Agreement consists of \_\_\_\_\_\_\_Pages (\_\_\_\_\_\_\_\_\_\_\_Pages).

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the effective date mentioned above.

For and on behalf of For and on behalf of

**OTT at C-CAMP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Suresh Chandran [Name]**

Head, Office of Technology Transfer [Designation]

**WITNESS: WITNESS:**