

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of the value of Rs.10/-)

This confidential and Non-Disclosure Agreement is made on this \_\_\_\_\_ day of *(Name of the Month, Year)* at *(Name of the Place)* By and BETWEEN Council of Scientific & Industrial Research (CSIR), a Society registered under the Societies Registration Act XXI of 1860 having its registered office at Anusandhan Bhawan, Rafi Marg, New Delhi-110001, (hereinafter referred to as Council which expression shall mean and include its administrators, successors and assigns)

and

\_\_\_\_\_ son/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ who has been awarded Quick Hire Scientist (Trainee) at (CEERI, Pilani, a constituent laboratory of the Council) under the Scheme of CSIR titled "Quick Hire Scientist (Trainee) under the CSIR-PGRPE."

Whereas during the Traineeship, the Quick Hire Scientist (Trainee) may receive certain information of confidential proprietary or secret nature (hereinafter called information). The said information may relate to the products, services, ideas, business proposals, trade marks, copyrights, intellectual property, commercial activities, etc. of the Council including but not limited to –

- The Council's inventions, know-how relating to processes/products, technological developments and related devices, diagrams, drawings, designs, specification, models, data. documents/reports and client information
- All software and information products including flowcharts, algorithms, source code, object code, etc, developed or in various stages of development or licensed by or for the Council or licensed to the Council by a third party
- Product development and business plans, forecasts, competitive analyses, benchmark test results and non public financial information.

Whereas during the process of participation and carrying out the R&D work at the Council, the Quick Hire Scientist (Trainee) will or may generate ideas/process data/inventions, carry out modifications/improvements (collectively hereinafter called "Inventions") related to the work and business of the Council.

It is recognized that in view of the foregoing, it is reasonable and necessary to enter into this Confidential & Non Disclosure Agreement whereby *(Name of the trainee)* agrees to keep the information confidential and not to disclose the same to any third party.

Now therefore in consideration of the promises and the covenants contained herein to be observed and performed by the parties hereto this agreement witnesses as follows:

1. That the Quick Hire Scientist (Trainee) shall keep such information as confidential and will make no use of and/or disclose any such confidential information to any outsider or third party without prior written consent of the Council.
2. That the Quick Hire Scientist (Trainee) shall not have any obligation to maintain the confidentiality of information which:

- (i) he/she receives rightfully from another party prior to its receipt from the Council or
  - (ii) Council has disclosed to a third party without any obligation to maintain such information in confidence or which is in public domain or which he/she comes to know as acquired by means other than through violation of any law or legal obligation.
3. That the Quick Hire Scientist (Trainee) acknowledges that if disclosure of any confidential information by him/her will give rise to any injury to the Council, it shall be suitably compensated for the damages as assessed by the Competent Authority of the Council.
  4. That the Quick Hire Scientist (Trainee) shall promptly disclose to the Council all inventions conceived by him/her alone or with others during the tenure of the traineeship whether or not conceived during regular office hours.
  5. The Quick Hire Scientist (Trainee) shall execute without receiving additional compensation (a) any formal documents necessary to assign any inventions to the Council (b) all documents required to obtain a patent, register a copyright or enforce the Council's right in such inventions. These obligations shall continue beyond expiry/termination of Quick Hire Scientist (Traineeship) with respect to Inventions.
  6. The Quick Hire Scientist (Trainee) shall upon expiry/termination of the traineeship return all property belonging to Council including without limitation all proprietary information and data/documents related to all Inventions.
  7. Failure to maintain confidentiality by the Quick Hire Scientist (Trainee), shall entitle the Council to terminate the traineeship without any prior notice.
  8. The parties can modify any provision of this agreement by written understanding.
  9. No waiver, delay, indulgence or failure to act by the Council regarding any particular default or omission by the Quick Hire Scientist (Trainee) shall affect or impair any rights or remedies of the Council on subsequent default or omission by the Quick Hire Scientist (Trainee).
  10. If any litigation arises out of the breach of this agreement by the Quick Hire Scientist (Trainee), the Council shall be entitled to claim reasonable litigation expenses including cost and fees. In addition to this, Council shall be entitled to claim any relief from the Quick Hire Scientist (Trainee), as permissible under Law.

In Witness whereof the parties hereto have executed this Non Disclosure Agreement on the date first hereinabove written in the presence of the following witnesses:-

Signed for and on behalf of Council  
(Name & Designation with Seal)

Signed by the Quick Hire Scientist (Trainee)  
(Name)

Witness: 1. \_\_\_\_\_

2. \_\_\_\_\_