

**NON -DISCLOSURE AGREEMENT**

1. Preamble

a. This Non Disclosure Agreement (hereinafter referred to as Agreement) is entered into on ----- between the President of India, represented by Vehicle Factory Jabalpur, Ordnance Factory Board an office of the Department of Defence Production, Ministry of Defence, Government of India having its Head Quarter at 10 A, S. K. Bose Road, Kolkata – 700 001, India, and production unit as Vehicle factory Jabalpur, Jabalpur, MP-482009 hereinafter referred to as VFJ.

AND

**Receiving Party (firm Name, registered address, contact details etc) :**

2. Objective of the Agreement

a. This agreement is entered into in the context of Tender No. .... Dated.....floated by VFJ for procurement and fitment of Blast Attenuating Seat. The Receiving party will not disclose due to national security reasons the following:

- i. Name of the end user.
- ii Name of the OEM ie VFJ
- iii End use of BA seat with regard to VFJ
- iv Specification of BA seat received from VFJ

3. Operating Principles

a. VFJ will provide the specification of BA seat to Receiving party indicating the same as “Confidential Information”.

b. The Confidential Information received by the receiving Party shall not be reproduced or copied, fully or partially, without the prior written consent of the Disclosing Party(VFJ).

c. The party receiving confidential information shall safeguard it with the same degree of protection and care as would be extended for its own confidential information.

d. The Receiving party may share the confidential information received with such employees, representatives, advisers, consultants, suppliers, etc. The receiving party while such sharing of information shall:

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- i. Duly inform the subsequent recipient about the non-disclosure obligations this agreement.
  - ii. Obtain suitable undertaking from the subsequent recipient that their obligations of non-disclosure would be same as that of the receiving party under this agreement.
- e. Non-disclosure provisions shall not apply if the information:
- i. Is available in public domain
  - ii. Was shared or disclosed with the written consent of the disclosing party.
  - iii. Become available to the receiving party from any other source.
  - iv. Was developed independently by the receiving party.
  - v. Was not classified or confirmed as the confidential information.
- f. Receiving party shall appoint representative (s) authorized for disclosing and receiving confidential information under intimation in writing to the other party. The party will inform their respective authorized representative about their obligations of non-disclosure under this agreement.
- g. This agreement shall come into force on the date of its signing by both the parties and shall remain valid permanently unless curtailed or cancelled by mutual consent of the parties in writing.
- h. Any disputes or differences arising from or pertaining to this agreement, which may not be settled by the parties through negotiations within 30 (thirty) days, shall be subject to settlement through arbitration. The arbitration shall be governed by the Indian arbitration laws. Place of arbitration shall be Jabalpur, MP, India. The sole arbitrator will be Director General Ordnance Factories (DGOF) or any officer appointed by DGOF. The arbitration proceedings shall be conducted in the English language. The award passed by arbitration shall be final and binding on the parties of this agreement.
- i. This agreement shall be signed in two originals in English. Each copy shall have equal legal effect.

**For and on behalf of VFJ**

**For and on behalf of Vendor**

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Place and Date

\_\_\_\_\_

Place and Date

Witness:

Witness:

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