

**NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT**

This agreement is made on .....

Between

Juniper Engineering Solutions (division of Juniper Metrology Systems Pvt. Ltd.) having its office at 13, Byrasandra Main Road, First Block East, Jayanagar Bangalore 560011 (hereinafter called as JES)

And

.....  
.....

Now under this agreement, JES has been appointed to carry out the Design & Engineering work of a new project by .....

As a condition to .....disclosing or agreeing to disclose certain confidential information to JES as required under this Agreement .....requires that this Non-Disclosure / Confidentiality Agreement be entered into for which JES is agreeable to.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

In this Agreement:

**Definition of Confidential Information**

The term "confidential information" shall include all technical and commercial information or material that has or could have commercial value or other utility in the business in which.....is engaged. Such information may include written information or recorded in tangible form of - documents, designs, sketches, photographs, specifications, plans, data and procedures.

**Exclusion from Confidential Information**

JES's obligation under this Agreement does not extend to information that is - (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of JES (b) discovered or created by JES before disclosure by .....(c) learned by JES through legitimate means other than from.....or from .....’s representative/s or is (d) disclosed by JES with .....’s prior approval.

**Obligation of JES**

JES acknowledges that the information provided to it is secret and confidential to .....and ..... has supplied the information on this basis. JES undertakes not to disclose to any third party or use any of the information for any purpose other than for the purpose of fulfilling .....’s order during the

subsistence of the Agreement it has entered into with.....JES shall carefully restrict access to Confidential Information to employees, suppliers, contractors and third parties as is reasonably required. JES acknowledges and agrees that all information supplied to JES by ..... and any documents or records incorporating or relating to referring to the information and any copies thereof at all times the property of .....and no rights in the information shall pass on to JES.

**Time Limit**

The Non-Disclosure provisions of this Agreement shall be in force till the completion of the Design work assigned by .....and JES’s duty to hold Confidential Information in confidence shall remain in effect for one (1) year from the date of signing by both the parties or until JES notifies.....completion of the assignment whichever occurs first.

**Assigns**

This Agreement shall not be assigned by JES without the written consent of ..... If assigned the Agreement shall be binding upon and will ensure to the benefit of the parties hereto and their permitted successors or assigns.

**Disputes**

Any dispute or difference arising between parties hereto as to the contract, meaning, effect, terms of this Agreement or matters arising there from and in connection therewith shall be resolved by mutual negotiations, failing which the same shall be settled in accordance with the Arbitration and Conciliation act, 1996. Arbitration shall be conducted in Bangalore in the English language.

This Agreement is and shall be deemed to have been made and executed in Bangalore and all monies payable hereunder or pursuant hereto shall be paid in Bangalore and the courts in the city of Bangalore shall have the sole and exclusive jurisdiction in respect of any dispute or difference arising between parties hereto.

(Juniper Engineering Solutions)

(.....)

Signature:

Signature:

Name:

Name:

Title:

Title: