

## Non-Disclosure Agreement

This Agreement is made as of the ----- 20..... between **BHARAT PETROLEUM CORPORATION LTD. (BPCL)** a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan , 4&6 , Currimbhoy Road , Ballard Estate , Mumbai -400001 **hereinafter referred as First Part** which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called “**Second Part**” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in **Annexure A** (the “Business Purpose”), **M/s-----** recognize that there is a need to disclose certain information, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of First Part’s disclosure of such information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by First part to Second part, including information which the disclosing party identifies in writing or otherwise as Confidential before or **within thirty days** after disclosure to the receiving party (“Confidential Information”).

Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by first part for and during the Purpose, which disclosing party considers proprietary or confidential (“Information”). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by other part (hereinafter referred to as the receiving party) by the First Part (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- i.e. Second Part -----hereby agreed that during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project **as defined in exhibit A**, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
  - b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
  - a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
  - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or
  - d) Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.
  - e) Is disclosed with the prior consent of the disclosing party; or
  - f) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Receiving party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only

with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.
8. Disclosing party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

9. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
10. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.
11. With regard to the confidential information of M/s..... disclosed to BPCL, BPCL agrees to comply with all the obligations of receiving party mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/S -----

**BHARAT PETROLEUM**

**CORPORATION LIMITED**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

**Exhibit A**

1. **Business Purpose:** .....  
.....

2. **Confidential Information of M/s** -----

a. All communication/ information submitted to the BPCL relating to the proposal of M/s \_\_\_\_\_ for the purpose of procurement and subsequent integration with existing infrastructure of BPCL, marked as confidential.

3. **Confidential Information of BPCL:**

a. All details relating to architecture and other Network infrastructure details of BPCL etc.

b. All information shared in oral or in written form by BPCL with M/s-----  
.....

c. Any information desired by M/s ----- shall be justified for.

d. Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.

e. Draft Technical specifications for the various projects and Tender documents for the same.

**BPCL:** \_\_\_\_\_

**M/s**-----

**Signed**

**Signed**