



महाराष्ट्र MAHARASHTRA

● 2021 ●

BH 105042



[Signature]
Sub-Treasury Officer
Kalyan

NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

17 MAY 2022

THIS NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT
("Agreement") is made and entered into this 1st day of June, 2022

By and Between"-

Maruti Suzuki India Limited, represented herein by its Executive Vice President, Mr. Manoj Agrawal having its Registered Office at 1, Nelson Mandela Road, Vasant Kunj, New Delhi (India) hereinafter referred to as "MSIL" (which expression unless repugnant to the context shall mean and include its successors and assigns) of the FIRST PART; and

B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan represented herein by Shri Subodh Dave (Vice Chairman, B. K. Birla College Governing Council, Kalyan) having its address at B. K. Birla College Road, Kalyan, Maharashtra (India) and hereinafter referred to as "BKBC" (which expression unless repugnant to the context shall mean and include its successors and assigns) of the SECOND PART.

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सना प्र. शाखा/शाखासाठी (अनुच्छेद-.....)

21/12/22

प्रतिभाषण कोणतेही सादर करावयाचे :

प्रतिभाषणसाठीचे कारण :

मुख्य अधिकारी/प्रमुख/प्रिन्सिपल
Principal
B.K. Biria College of Arts,
Science & Commerce, Kalyan.

21/12/22

1023 दि.

25/5/2022

मुख्य अधिकारी/प्रमुख/प्रिन्सिपल
मुख्य अधिकारी/प्रमुख/प्रिन्सिपल

Sharma

प्रिन्सिपल/प्रमुख/प्रिन्सिपल
मुख्य अधिकारी/प्रमुख/प्रिन्सिपल
मुख्य अधिकारी/प्रमुख/प्रिन्सिपल

मुख्य अधिकारी/प्रमुख/प्रिन्सिपल

मुख्य अधिकारी/प्रमुख/प्रिन्सिपल
मुख्य अधिकारी/प्रमुख/प्रिन्सिपल



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MSIL and BKBCCK shall hereinafter be referred to as such or collectively as "Parties" and individually as "Party".

Whereas MSIL and BKBCCK are in the process of consultations and discussions for exploring academic collaborations related to a possible arrangement between them.

And Whereas it is anticipated that during the process described above, and during the performance of the definite services contract, if any, executed between the parties it may be necessary for the parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (collectively "Confidential Information")

Accordingly, the parties agree as follows:

- 1. Confidential Information:** Confidential Information shall mean any information disclosed by one party (hereinafter the "Disclosing Party") to the other (hereinafter the "Receiving Party"), either directly or indirectly, in writing, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential Information shall include, without limitation, any materials, trade secrets, know-how, formulae, processes, algorithms, ideas strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and /or future business and operations of the Company and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. In order to treat any information as Confidential Information, the Disclosing Party, when sharing of such information in paper or electronic form, shall clearly mark such information as confidential. When Confidential Information is shared orally, it shall be reduced in writing (in paper or electronic form) within one week of sharing of information, and shall be clearly marked as confidential. Unless any information shared by Disclosing Party is marked as confidential in the said manner, it shall not be treated as Confidential Information for the purpose of this Agreement.
- 2. Scope:** The Disclosing Party retains the sole and exclusive ownership and intellectual property rights in the Confidential Information and no license or any other interest is granted to the Receiving Party unless agreed to by the Disclosing Party in writing.
- 3. Term:** The term of this Agreement and obligations contained herein shall continue without any limit of period.
- 4. Restrictions:** The Receiving Party undertakes to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in all events will use at least a reasonable degree of care to protect the Confidential Information received by it under this Agreement. In addition to such degree of care, the Receiving Party agrees not to in any way disclose, copy, reproduce, modify, use (except as permitted under this Agreement), or otherwise transfer the Confidential Information to any other person or entity except Suzuki Motor Corporation without obtaining prior written consent from the Disclosing Party. The Receiving Party's employees who have access to the Confidential Information on a need to know basis will be bound by all the terms of this Agreement and shall execute non-disclosure agreements as restrictive as this Agreement covering the Confidential Information. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided to the Receiving Party hereunder. Notwithstanding above, the Confidential Information may be shared by the Disclosing Party with the personnel, suppliers and subcontractors of the Receiving Party only in so far as it is required for such Purpose, and the Receiving Party shall enter into an agreement with such supplier or subcontractor under which such supplier or subcontractor undertakes to keep confidential, and not to use for any other purpose, any Information disclosed to it by the Receiving Party and shall take such other steps as may be reasonably required to ensure the personnel, suppliers and subcontractors of the Receiving Party to safeguard the confidentiality of Information. Further, the Receiving Party, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or at Disclosing Party's option, certify destruction of the same



5. **Exceptions:** (1) The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Receiving Party proves and produces credible written evidence to establish one of the exceptions:
- (a) the information is or becomes part of the public domain without breach of this Agreement;
 - (b) the information is lawfully in the possession of the Receiving Party prior to a disclosure and not subject to an existing agreement between the parties;
 - (c) the information is independently developed by the Receiving Party, completely apart from the disclosures hereunder;
 - (d) the information is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement, by the Receiving Party and/or
 - (e) the information is released pursuant to a binding court order or government regulation, provided that the Receiving Party delivers a copy of such order or action to the Disclosing Party.
- (2) Notwithstanding anything contained in this agreement to the contrary, Parties acknowledge that MSIL shall at all times be entitled to share/disclose any information received with Suzuki Motor Corporation and there will be no restriction on any such disclosure.
6. **No Obligation:** Nothing herein shall obligate the parties to disclose any information under this Agreement or to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
7. **Non-solicitation:** (a) The parties agree that neither party shall solicit or employ the personnel of the other party who are involved in negotiations or rendering any services to the other party under this Agreement, for a period of one year from the date from which such personnel cease to be involved in such negotiations/rendering services, without obtaining the prior written consent of the other party.
- (b) Neither party shall approach any of the customers of the other party, who has been exposed to the Receiving party by the Disclosing party, for a period of 1 year from the date of this Agreement, for providing products, software or services similar to the range of products, software or services of the other party, which are currently evaluated in respect of business opportunities, without obtaining the prior written consent of the other party
8. **Enforcement:** The Receiving Party also agrees that all the provisions of this Agreement shall be specifically enforceable by the Disclosing Party against the Receiving Party and its agents and/or representatives by injunctive and other relief. All the provisions hereof shall survive the end of the term of this Agreement if either party breaches any provision within the time period specified in Section 3.
9. **Compensation:** The Receiving Party agrees that monetary damages would be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
10. **Arbitration/Venue/Governing Law:** Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be New Delhi. The laws of India shall govern this Agreement.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the Confidential Information and supersedes all prior understandings, oral or written between them in respect of the Confidential Information. This Agreement can only be amended by writing signed by both parties.
12. **Assignment:** Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the other party.
- Legal Validity:** If any provision hereof is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.



14. **Attorney's fees:** In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party, a reasonable attorney's fees and costs.
15. **Counterparts:** This Agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.



Mr. Manoj Agrawal
Executive Vice President
Maruti Suzuki India Limited

Shri Subodh Dave

Vice Chairman,
B. K. Birla College Governing Council, Kalyan.

Witness:

Witness:

1. **Gurdeep Singh Lubam**
S M G R-HODS - V S S T

1. **Dr. Naresh Chandra**
Director (Education), BKBC

2. **Ritika Agarwal**
Manager,
Maruti Suzuki India Ltd.

2. **Dr. Avinash Patil**
Principal, BKBC