

NON-DISCLOSURE AGREEMENT

BETWEEN

NICDC Logistics Data Services Limited

&

[NAME OF THE COMPANY/INDIVIDUAL]

[MONTH] [DATE], [YEAR]

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on [___] day of [_____] [] (“**Effective Date**”).

BY AND BETWEEN

COMPANY/INDIVIDUAL NAME AND ADDRESS (“**COMPANY**”) which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors in business, legal representatives and permitted assigns of ONE PART.

AND

NICDC Logistics Data Services Limited, a company registered under the Companies Act, 2013 and having its registered office at Unit No.- A1002, 10th Floor, Tower – A, Plot No.- 7, Advant Navis Business Park, Noida Sector - 142, Gautam Budh Nagar, Uttar Pradesh – 201305 (“**NLDSL**”) which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors in business, legal representatives and permitted assigns) of the OTHER PART.

“**COMPANY**” and “**NLDSL**” shall individually be referred to as a “**Party**”, and collectively as the “**Parties**”).

NLDSL, who will be disclosing the Confidential Information is referred herein to as “**Disclosing Party**” and **COMPANY** who will be receiving such Confidential Information is disclosed is referred to herein as “**Recipient Party**”.

WHEREAS Government of India (“**GOI**”), under the supervision of NITI Aayog is developing various technology and information driven common service applications, called “**Technology Commons**” to address challenges for the post COVID-19 India. Unified Logistics Interface Platform (“**ULIP**”) is one of such initiatives for digitizing India’s Logistics Supply chain with the objective of adding value of speed, cost-effectiveness, and overall supply chain efficiency. ULIP will act as an API Gateway which is a central system that will be integrated with multiple service providers while at the same time adhering with their security mechanism and authentication/ authorization policies.

AND WHEREAS the GOI has entrusted NLDSL, with the task of implementation of the ULIP.

AND WHEREAS NLDSL is organizing a hackathon - a competitive programming event,

for identifying the companies/individual with best ideas for use-cases which can be developed by utilizing the ULIP's data sharing platform. The shortlisted entities from the preliminary round of the hackathon shall be provided access to ULIP data limited to the requirement of the submitted proposal and for the development of the prototype.

AND WHEREAS NLDSL has engaged **COMPANY/Individual** for the purposes of the [_____].

AND WHEREAS for the hackathon competition of the ULIP, NLDSL and/or the Government department/body/authority shall be sharing the information with **COMPANY/Individual only till the end date of hackathon competition.**

NOW, THEREFORE, in consideration of the protection of Information herein by the Parties hereto and such additional promises and understandings as are hereinafter set forth below, the Parties hereto agree as follows:

1. Definitions:

Unless the context otherwise indicates, the following terms shall have the meaning set forth herein:

“Affiliates” shall mean any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with one of the parties. For the purposes of this definition, “control” (including, with correlative meanings, “controlling”, “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of such entity, directly or indirectly, whether through the ownership of a majority of voting securities, by contract or otherwise; and it being understood and agreed that, with respect to a corporation, limited liability company or partnership, control shall mean direct or indirect ownership of more than 50% of the voting stock, limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

“Agreement” shall mean this Agreement as concluded between the Parties on the date of this document and as amended from time to time.

“Electronic Signature” or **“ES”** means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a human readable electronic version of this Agreement, or applicable Purchase Order, using any designated third party ES platform.

“Data” means any information provided by the disclosing party to the recipient party for the purposes of ULIP purpose and it shall be treated confidential information.

“**Data Sharing Rules**” means the unambiguous and clear sharing rules applicable to the Data.

2. Electronic Signature Acceptance:

The Parties expressly acknowledge and agree:

2.1 A human readable electronic version of this Agreement or the Purchase Order containing the Parties’ Electronic Signatures, or containing a mix of physical signatures and Electronic Signatures of the Parties, shall constitute an original version of this Agreement or the Purchase Order as applicable;

2.2 A Party’s use of a key pad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into this Agreement or the Purchase Order constitutes that Party’s signature as if it had manually signed the same;

2.3 The designated third party ES platform shall be accepted as a valid authentication technology;

2.4 No certification authority or other third party verification is necessary to validate each Party’s Electronic Signature; and

2.5 The lack of such certification or verification will not in any way affect the validity of that Party’s signature or the enforceability of this Agreement or Purchase Order, as applicable.

3. Sharing of Data:

NLDSL agrees to share the data for the use only for the ULIP hackathon as per the data flow and the fields as broadly specified in in the **Annexure I** to this NDA and required for the implementation of the participant’s shortlisted use-case subject to approval from the competent authorities.

4. Confidential Information:

4.1 “Confidential Information” under this Agreement means any and all proprietary information (oral or written) regardless of whether or not the information is expressly stated as ‘confidential’ or the same is implied by the context thereof and/or may be recorded in documentary or digitized form, including but not limited to intellectual property, patents, patents filed, ideas, background information and inventions, procedures, technology, techniques, methods, records, documents, proposals, concepts, ideas, data, know-how, processes, specifications and statistics travel and demonstration schedules and venues and other information and/or any other material so identified or not as confidential by the Disclosing Party disclosing such material to the Recipient Party. All references to Confidential Information in this Agreement shall comply with necessary guidelines issued by Ministry of Electronics and Information Technology (MEITY) with regard to data

sharing.

4.2 Confidential Information does not include information that -

- a) Is available in the public domain through no fault of any Party; or
- b) Was properly known without restriction, prior to disclosure by either Party; or
- c) Was properly disclosed by another third person without restriction on its use and disclosure; or
- d) Was disclosed pursuant to any order from any statutory, governmental or regulatory authority or any law enforcement agency; or
- e) Has been disclosed pursuant to a requirement of a Governmental or judicial order, in which case the Recipient Party so required shall give the Disclosing Party prompt written notice, provided however, that Recipient Party shall first notify Disclosing Party of the order and shall provide full particulars relating to the requirement to disclose, and its extent, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable Disclosing Party to seek a protective order or other appropriate remedy at the Recipient Party's sole cost.

5. Non-Disclosure and Use Restrictions:

The Recipient Party shall retain in confidence the all Information disclosed by the Disclosing Party pursuant to this Agreement and shall use it only for the purpose for developing the prototype for demonstration purpose during the period of ULIP hackathon competition. The Recipient Party may disclose Confidential Information to such of its employees or consultants or agents as may be required strictly under "need to know" basis. Any employee or consultant or agent or representative of the Recipient Party who receives Confidential Information under this Agreement shall comply by the terms of this Agreement to the same extent as the Receiving Party is obligated herein. The Recipient Party shall be responsible for any breach of this Agreement by an employee or consultant or agent or representative of the Recipient Party. The Recipient Party shall use the same degree of care as it uses to protect its own confidential information of similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. The Recipient Party shall issue suitable instructions and get suitable written undertakings or agreements executed to bind its employees and /or consultant or agent or representative to the same obligations of confidence and safeguarding as the Recipient Parties hereto and to adhere to the confidentiality/non-disclosure terms contained in this Agreement. If the Receiving Party or its Representatives fail to comply with the terms of this agreement, the Receiving Party shall be liable to the Disclosing Party and its Affiliates for any/all damages and losses resulting therefrom.

6. Term and termination:

6.1 This Agreement will be effective for a period of 3 year commencing from the Effective Date or may be terminated by Disclosing Party by giving 7 (Seven) days' prior notice in writing to the Recipient Party without assigning any reason whatsoever. The Agreement shall be deemed terminated with the closure of the ULIP hackathon competition. However, in any event all confidentiality obligations specified hereunder shall continue for a period of three [] years from the date of the termination or expiry of this Agreement and shall continue and be binding upon the Parties, irrespective of whether the discussion between the Parties materialize into a specific understanding/business relationship.

6.2 Upon termination of this Agreement, the Recipient Party shall, within five (5) working days of such termination, deliver to the Disclosing Party, including, but not limited to, all data and any confidential business or proprietary information along with all copies of such property.

7. Legal Process:

If the Recipient Party becomes subject to demand for disclosure of the Confidential Information under the legal process, by applicable law or regulation or by the order of a government, regulatory authority, court or other authority of competent jurisdiction, the Recipient Party shall give prompt notice of such demand, in writing, prior to furnishing the confidential information so demanded, to the Disclosing Party. The Recipient Party shall obtain or cooperate and assist the Disclosing Party in seeking reasonable arrangements to protect the confidential and proprietary nature of Confidential Information.

8. Ownership of Information:

All Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party and nothing contained herein shall be construed as a grant, express or implied or by estoppel, of a transfer, assignment, license, lease of any right, title or interest in the Information.

9. No Warranty:

All information disclosed by the Disclosing Party, pursuant to this agreement, is provided "AS IS" and without any warranties, express or implied. The Disclosing Party warrants that it has the right to disclose its Confidential Information, however no warranty or representation is made by the Disclosing Party that, any information transmitted by it hereunder is true and correct, patentable or copyrightable, or that any such information involves concepts or embodiments that are free of infringement of other rights. Under no circumstances shall the Disclosing Party be liable for any consequential, indirect, incidental, special, or punitive damages that may be caused, directly or indirectly, by the use, possession, transportation or reliance upon any information disclosed by the Disclosing Party or by any defect or deficiency in such information.

10. Return of Confidential Information:

Upon the completion or termination of any discussion between the Parties, or at any time within five (5) days of receipt of written request of the Disclosing Party, the Recipient Party shall take all reasonable efforts to (i) promptly return to the Disclosing Party all Information disclosed in tangible form and copies thereof: or (ii) promptly destroy such tangible Confidential Information (including all copies thereof) and certify to disclosing party in writing that it has satisfied its obligations under this paragraph and to retain no more than one copy of such documents for record purposes only. Such destruction shall not compromise the confidentiality of such Information.

11. Public Announcements:

The Recipient Party and its officers, directors and employees shall not, without prior written consent of the Disclosing Party, release any report, make any public statement, public announcement or release to the press or to any trade publications or to any competitors, customers or other third parties with respect any Information as may be received under this Agreement.

12. Equitable Relief:

The Parties acknowledge and agree that the covenants set forth are reasonable and necessary for the protection of their business interests and that irreparable injury may result if they are breached and that in the event of any actual or potential breach of any such covenant that may have no adequate remedy at law and shall be entitled to seek immediate temporary injunctive relief. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

13. No Other Business Relationship:

This Agreement for non-disclosure does not represent or imply any agreement or commitment to enter into any further business relationship. This Agreement does not create any agency or partnership relationship between the Parties or authorize any Party to use a Party's name or trademarks in any manner whatsoever. Either Party is not precluded from independently pursuing any activities similar to or in competition with the Purpose contemplated herein. Neither Party will be liable to other for any of the costs associated with other's efforts in connection with this Agreement.

14. No Obligation:

Neither this Agreement nor disclosure or receipt of any Confidential Information shall constitute or imply any promise or intention to make any purchase/ marketing of products or services by either Party hereto or any commitment by either Party hereto with respect to the

present or future purchase/ marketing of any product or service or any promise or intention to enter into any other business arrangement.

15. Indemnity:

The Recipient Party shall be liable for and shall indemnify (and keep indemnified) the Disclosing Party against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) and demands incurred or which arise directly or in connection with the Recipient Party's obligation and/or breach under this Agreement, including without limitation those arising out of any third party demand, claim or action, or any breach of contract or non-compliance with any part of the applicable data protection obligation of the Recipient Party or its employees, agents, representatives or Sub-Contractors.

16. Governing Law:

This Agreement shall be governed and construed in accordance with Indian laws. The Parties irrevocably submit that any legal action or proceedings relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts at Delhi.

17. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement shall continue to remain in full force and effect, and shall not be impaired in any way.

18. Arbitration:

In the event of any dispute arising under or in connection with this Agreement, the parties agree to resolve the dispute through binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. The arbitration shall be conducted by a sole arbitrator, mutually appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the proceeding shall be English and the place of arbitration shall be Delhi. The decision of the sole arbitrator shall be final and binding on both the parties.

19. Assignment:

This Agreement shall not be amended, assigned or transferred by either Party without the written consent of the other Party. Any understanding between the Parties beyond the purpose of this Agreement shall be set forth in a separate written agreement. The assigning Party shall regardless of such assignment, shall continue to be bound by the terms of this agreement.

20. Waiver:

The failure of Recipient Party to act in the event of breach of this Agreement shall not be deemed a waiver of such breach or waiver of future breaches, unless such waiver shall be in writing and signed.

21. Entire Agreement/ No Amendment.

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties.

22. Miscellaneous

22.1 This Agreement may be signed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.2 Each Party warrants that the executants of this Agreement have full authority to execute this Agreement and upon execution of this it shall be binding and enforceable upon the Party.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement through their duly authorized representatives:

For COMPANY	For NICDC Logistics Data Services Limited
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:
Witness:	Witness:

Sr. No .	Requirement of ULIP	Identifier/ Request Parameter	Required Data Sets	From which Message	Comments	Notes
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