

Non Disclosure and Non Compete Agreement

This agreement ("Agreement") is made as of this <Date> ("Effective Date") and between Electronics Sector Skills Council of India (ESSCI) ("Discloser"), having a place of business at 602, 604, 606 & 608 6th Floor, Ansal Chambers II, Bhikaji Cama Place, New Delhi - 110066 and <SME/External Reviewer Name> ("Recipient"), having its Registered office at <SME/External Reviewer Address>.

WHEREAS, this Agreement relates to disclosure verbally, visually, electronically and/or in tangible form, of certain confidential and proprietary information by the ("Discloser") to the ("Recipient").

WHEREAS, both Parties understand that the confidential information received from Discloser is regarded by Discloser as valuable and in consideration of the disclosure of Confidential Information.

NOW THEREFORE, the Parties agree as follows:

1. The term "Confidential Information" shall mean any and all information provided by the Discloser to the Recipient verbally, electronically, visually, or in a written or other tangible form which is either identified by Discloser as confidential or proprietary or should be reasonably understood to be confidential or proprietary. Confidential Information shall include all information or data provided by the Parties, including, but not limited to trade secrets, patented or copyrighted information, computer programs, software, software documentation, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, forecasts, third party confidential information and customer lists. Recipient shall not reverse engineer, decompile, copy or export any Confidential Information.
2. Recipient shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any person or entity. The Parties recognize that the disclosure of Confidential Information would cause irreparable injury and, therefore, the Discloser shall be entitled to injunctive relief in addition to any other remedy, including claims for damages and attorney's fees. To the extent required, Recipient's internal disclosure of Confidential Information shall be only to those employees or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify Discloser of any unauthorized disclosure or use of Confidential Information by any person.
3. This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which Recipient can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without reliance upon the Confidential Information or the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order, provided diligent efforts are undertaken to limit disclosure, and once notice has been provided to Discloser of such court order.
4. The Confidential Information is provided "as-is" and Discloser makes no warranty of any kind with respect to the suitability, accuracy or non-infringement of third party rights. Recipient does not acquire any license rights, title or interest in the Confidential Information except the limited right to use the Confidential Information in accordance with this Agreement.

5. Recipient agrees that all writings, materials, or devices containing trade secrets or proprietary information, whether produced for the Discloser by them or others, which they acquire or gain access to as a result of their association with the Discloser shall be the sole and exclusive property of the Discloser. Recipient further agrees that in the event of the termination of their engagement by them or by the Discloser for any reason, they will promptly deliver to the Discloser all such writings, materials and devices in my custody, and they will not take with them any such Writings, materials or devices or any copies thereof.
6. Recipient agrees to transfer all their rights by assignment, in any and all inventions conceived or made by them while they are engaged with the Discloser either within India or any of its agencies where such transfer is necessary to fulfill the requirements of any contract between India or any of its agencies and the Discloser. This obligation shall apply even where this Agreement would not otherwise require them to transfer such rights to the Discloser.
7. Recipient hereby acknowledges that Discloser has long association with its clients and has put lots of efforts for getting and building the relationship with its clients.
 - 7.1 As a part of this engagement, the Recipient hereby agrees not to solicit from Discloser its employees during the engagement and for a period of 1 year after termination of the agreement.
 - 7.2 As a part of this engagement, the Recipient hereby agrees not to solicit business or compete directly with Discloser, for the named clients whose work the Discloser is engaged with during the engagement and for a period of 1 year after the termination of the agreement.
8. This Agreement is the entire agreement between the parties and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. The obligations under this Agreement shall continue for a period of two (2) years from the Effective Date and shall be governed by the laws of the **State of New Delhi, New Delhi, India**.
9. This agreement is valid for a period of (1) year from the Effective Date of execution, unless otherwise terminated earlier.

ACCEPTED BY:

Electronics Sector Skills Council of India (ESSCI)

Chief Executive Officer

ACCEPTED BY:

<SME/External Reviewer Name>
