**Annexure – C**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on this ……….day of ……………, 2022

**BETWEEN**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as “**the Bank**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its permitted assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

**Vendor name** (company number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) a company incorporated under Companies Act 1956/ Companies Act 2013, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, India, represented by ……………………………………….(name & designation of the competent authority) hereinafter referred to as **“the Vendor”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a “***Party***” and together as the “***Parties***”).

**WHEREAS** the Vendor/Receiving Party is engaged vide a ……………………………………..on \_\_\_\_\_\_\_\_\_\_\_\_ with the Bank ………………………………………………………………………………… as per the terms and conditions specified in the ……………………………………………………………., Pre-Bid Query, Addendum/ Corrigendum.

**WHEREAS** Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and ……….

**WHEREAS** the Parties recognize that each other’s business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party’s business, impair a Party’s investments and goodwill, and jeopardize a Party’s relationship with a Party’s clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

***1. Confidential Information. “Confidential Information”*** shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

***2. Use of Confidential Information***. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party’s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

***3. Restrictions.*** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “***Receiving Party***”) shall, for the entire contract period as mentioned in the para 2 of Annexure-4 from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever),use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party’s employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

***4. Exclusions.*** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know-how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party’s Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made all reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

***5. Return of Confidential Information***. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

***6. Ownership of Information.*** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

***7. No License Granted.*** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

***8. Breach.*** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within **60 days** from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

***9. Arbitration & Equitable Relief.***

***(a) Arbitration.*** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

***(b) Equitable Remedies.*** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

1. to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
2. to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

***(c) Legal Expenses.*** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

***10.*** ***Indemnification***. The receiving party shall indemnify the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this agreement by the receiving party, or its servants or agents to perform any aspect of its obligations forming part of the subject of this agreement.

***11. Term.*** This Agreement may be terminated in the event of the following (1) the termination of the discussions and negotiation between the parties concerning the purpose; or (2)on the signing of a definitive agreement between the parties relating to the purpose provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for the contract period as mentioned in the para 2 of Annexure-4 from the date of the last disclosure of Confidential Information made under this Agreement(except for personal customer data which shall remain confidential forever).

***12. No Formal Business Obligations.*** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party.

***13. General Provisions.***

***(a) Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of India.

***(b) Severability.*** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

***(c) Successors and Assigns.*** This Agreement will be binding upon the permitted successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

***(d) Headings.*** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

***(e) Entire Agreement.*** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f)Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** All obligations in respect of maintaining the Confidentiality of the Information provided hereinabove shall survive notwithstanding the termination/expiry of this Agreement.

Two original sets of Non-Disclosure Agreements are executed and retained by either parties, Bank and M/s …………………….. The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of For and on behalf of**

**UCO Bank Vendor Name**

|  |  |
| --- | --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |