



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

MUTUAL SECRECY AGREEMENT

This agreement is between Indian Institute of Technology, Roorkee, the provider organization, herein after referred to as IIT Roorkee, the researcher(s) at IIT Roorkee, the provider scientist(s), the party of the first part, and the organization:

the party of the second part.

1. Whereas the provider scientist(s) and/or IIT Roorkee, the first part, are owners of the invention called _____ (description) and / or owners of certain technical data / process technology / other information, herein after referred to as proprietary information, developed through their own efforts.
2. Whereas the organization _____ (name) is the owner of certain technical data / information / technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts.
3. Whereas the invention and / or the proprietary information of the provider scientist(s), IIT Roorkee and _____ (organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement.
4. Whereas the parties to this agreement consider it desirable for each other to have access to above invention / proprietary information for discussing and evaluating possible collaborative research and development work and / or licensing activities relating thereto.

Therefore the parties agree to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

- (a) Are disclosed in writing clearly marked confidential OR
- (b) Arise out of discussions during visits to laboratory / plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties.



II

All parties agree to hold in confidence any or all invention / proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided for in this document. However, either party may disclose the invention / information / technical data / technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.

III

The recipient of tangible products or materials constituting invention / technology from the other part agrees not to analyse or have a third party analyse such tangible products or materials.

IV

All invention / proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

V

The evaluation period during which information will be exchanged will be one year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

VI

The foregoing obligations with respect to invention / proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

VII

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention / proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement.
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality.
- c. Can be demonstrated to have been in the public domain during the term of this Agreement.

VIII

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary information



other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

This agreement is effective as of _____ and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly / half – yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on _____ between:

I.I.T. Roorkee

Organization

(Name of signatory : _____)

(Name of signatory : _____)

Designation :

Designation :

Address :

Address :