**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made and executed on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2021 (Effective Date)

By and Between

**The International Crops Research Institute for the Semi-Arid Tropics (ICRISAT),** an International Organization, with privileges and immunities under the United Nations (Privileges and Immunities) Act, 1947, headquartered at Patancheru 502324, Telangana, India, (hereinafter referred to as “ICRISAT” or “Discloser”) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and permitted assigns;

And

[Write Name]**,** an [write Legal Status], with its registered address at [write Full address] (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_” or “Recipient”) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and permitted assigns.

(“**Discloser**” and “**Recipient**” are collectively referred as “Parties” and individually as Party)

1. This Agreement shall apply to all Confidential Information (defined below) disclosed between the Parties. For the purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as the “Discloser” and the Party receiving the Confidential Information shall be referred to as the “Recipient”.
2. “Confidential Information” means (a) any Information provided in documentary form or by way of a model, electronic or written form or in any other tangible form and which at the time of disclosure is marked as “Confidential” or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; (b) in respect of Information that is imparted or disclosed orally, any Information that the Discloser or its representatives informed the Recipient or its representatives at the time of disclosure was imparted in confidence; (c) in respect of Confidential Information imparted or disclosed orally and subsequently reduced in writing or any note or record of the disclosure in tangible form; (d) any personally identifiable information (PII) or other sensitive information contained in such Confidential Information; and (e) any copy of any of the foregoing. Confidential Information acquired during facilities visits and subsequently reduced in writing or in any other tangible form are also included in this definition.

3. “Information” means but is not limited to information, electronic files, and data, whether concerning commercial, financial, scientific, technical or any matter whatsoever, provided directly or indirectly by the Discloser to the Recipient, or orally which is subsequently reduced in writing or in documentary form, or by way of models, biological, genetic or chemical materials, or any other tangible form or by demonstrations during the term of this Agreement.

4. “Permitted Purpose” means for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Authorized user/s responsibilities are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. “Personnel” for Recipient means the officers, directors, staff, employees, researcher, student, agents, contractors, consultants, vendors, invitees and representatives working with or for the Recipient undertakes that the Authorized User/s and Personnel shall be obligated to ensure confidentiality in accordance with this Agreement.

5. Subject to the terms and conditions of this Agreement mentioned under Clause 4 , Discloser hereby grants to Recipient, and Recipient hereby accepts, a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to use the Confidential Information solely for the Permitted Purpose/s mentioned under Clause 4 within Recipient’s own organization only, and only by those personnel of Recipient who have a need to know and need to access the Confidential Information for the Permitted Purpose (such personnel, “Authorized Users”), and for no other purpose.

6. For a term of three (3) years from the effective date of this Agreement, the Recipient undertakes to the Discloser to: (a) receive and keep the Confidential Information secret and confidential and not to disclose such Confidential Information to any third party or unauthorized person; (b) take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as to ensure that confidentiality is not destroyed through making information available to the public, for instance by written or oral description or display; (c) use the Confidential Information only for the Permitted Purpose; (d) only disclose the Confidential Information under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to those of its subsidiaries, personnel and collaborators as they need to have access thereto wholly necessarily and exclusively for the Permitted Purpose whose identity the Recipient shall provide to the Discloser at its request; (e) not without the Discloser's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information; (f) promptly notify the Discloser if it becomes aware that any of the Confidential Information falls within the provisions of Clause 7.

7. Clause 6 shall not apply to the Confidential Information which: (a) was known to the Recipient prior to its communication by or through the Discloser (as evidenced by the Recipient's records); or (b) is or becomes in the public domain except by any default or fault of the Recipient or any person acquiring it from the Recipient; or (c) becomes known to the Recipient by the action of another person not in breach of any obligation of confidentiality owed to the Discloser; or (d) is independently developed by the Recipient without any direct or indirect access to, or use or knowledge of, the information imparted by the Discloser; (e) is disclosed by the Recipient with the Discloser’s prior written approval. If the Recipient is required by a government body, regulatory authority, or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice (unless this is prohibited or impossible under the proceedings) so that the Discloser may contest the disclosure or seek a protective order.

8. If the Recipient believes that any Confidential Information provided by the Discloser to be within the exceptions provided in clause 7, the Recipient will give at least 14 days written notice of intent to disclose such Confidential Information to any third party, together with a description of the Confidential Information to be disclosed.

9. Recipient shall not disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to access any Confidential Information (except Authorized Users for the Permitted Purpose as expressly permitted pursuant to Clause 4). Recipient shall ensure that all Authorized Users are subject to written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. Recipient shall remain ultimately responsible for the use (or unauthorized use, disclosure, or distribution) of Confidential Information by its Authorized Users or any other personnel. For the avoidance of doubt, any failure by the Authorized Users to comply with the terms hereof shall constitute a material breach of this Agreement by Recipient. Except in connection with the purposes identified in Clause 4, Recipient shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of Discloser.

Recipient will use reasonable efforts and measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Recipient uses to maintain the confidentiality of its own confidential information of similar importance. Without limiting the generality of the foregoing, Recipient shall have in place adequate administrative, physical, technical and organizational measures in place, consistent with industry standards, to protect Confidential Information (including any personally identifiable information or other sensitive information contained in such Confidential Information), against unauthorized use, access and/or disclosure.

10. The Recipient acknowledges and agrees that the ownership, property and intellectual property rights including copyright in Confidential Information disclosed to it by the Discloser, including any documents, files and any other items containing any Confidential Information, exclusively belongs to the Discloser. This Agreement is neither to prejudice nor limit the rights of the Discloser in respect of any ownership or intellectual property rights in the Confidential Information.

11. The Recipient may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Discloser. All additions or modifications to this Agreement must be made in writing and signed by the parties.

12. Recipient shall indemnify and hold harmless Discloser, its affiliates and related organizations, and each of their respective officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys’ and professionals’ fees and court costs arising out of any third-party claims based on (a) Recipient’s use of the Confidential Information; (b) any Reports; and/or (c) any breach by Recipient of any of the term and conditions of this Agreement. Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for a breach by Recipient of its obligations hereunder. Recipient further acknowledges that any such breach may result in irreparable harm to Discloser and, therefore, upon any such breach or any threat thereof, Discloser shall be entitled to seek appropriate equitable relief and injunction in addition to whatever remedies it may have at law. Recipient will notify Discloser in writing immediately upon the occurrence of any unauthorized disclosure of or access to Confidential Information or any other breach hereunder.

13. This Agreement imposes no obligation on either party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.

14. The Discloser warrants that it has the right to disclose the Confidential Information to the Recipient. However, the Discloser gives no warranties in relation to the Confidential Information disclosed by it under this Agreement and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Discloser as to the accuracy, efficacy, completeness, capabilities, merchantability and fitness for a particular purpose or use or safety of Confidential Information provided under this Agreement.

15. Upon termination of this Agreement, in the event that the Recipient is in breach of any of the conditions of this Agreement, or at any other time on the written request of the Discloser, the Recipient will within 14 days return the Confidential Information and any copies of it made by or in the possession of or under the control of the Recipient pursuant to this Agreement, and make no further use or disclosure of any of the Confidential Information. If the Discloser so dictates, an authorized officer of the Recipient shall certify in writing that the Confidential Information and copies thereof have been destroyed.

16. The Recipient Party may, however, keep one copy of the Discloser's Confidential Information in its legal adviser's files solely for the purpose of enabling it to comply with the provisions of this Agreement.

17. This Agreement shall remain in effect till three (3) years from the effective date and may be terminated by either party with 30 days prior written notice. The confidentiality obligations of this Agreement shall survive any expiration or termination of this Agreement.

18. All notices required to be served pursuant to this Agreement are to be made in writing to the addresses of the parties at the head of this Agreement.

19. The validity, construction and performance of this Agreement shall be governed by general principles of law to the exclusion of any national system of law. Such general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2010.

20. Any disagreements between the parties concerning the interpretation or application of this Agreement will be settled amicably by negotiation in the first instance, failing which all disputes arising out of or in connection with it shall be finally settled under the Rules of Arbitration of the United Nations Commission on International Trade Law (UNCITRAL) by one or more arbitrators as agreed by the Parties and appointed in accordance with such Rules. All arbitration rulings under this provision shall be final. The language for arbitration proceedings will be English and the place for the arbitration shall be mutually decided by both Parties.. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver by Parties their respective privileges and immunities granted under the law.

**IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the dates indicated below to signify conformity to the conditions set forth in this Agreement.

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| For **ICRISAT**  Dr Arvind Kumar  Deputy Director General-Research  Date: \_\_\_\_\_\_\_\_\_\_ | For \_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |