

## Non-Disclosure Agreement (NDA)

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This Non-Disclosure Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:  
1. Dr. B.R. Ambedkar Institute of Computer Sciences, located at Kunor, Kaliyaganj, Uttar Dinajpur, WB-733129, hereinafter referred to as the "Disclosing Party".  
2. \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the "Receiving Party".

### 1. Confidential Information

For the purposes of this Agreement, "Confidential Information" refers to all non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, or electronic. This includes, but is not limited to:

- - Business plans, strategies, and financial data.
- - Technical data, designs, methods, and processes.
- - Proprietary software, tools, and intellectual property.
- - Customer lists, supplier details, and pricing information.

### 2. Obligations of the Receiving Party

1. The Receiving Party shall maintain the confidentiality of the disclosed information and prevent unauthorized access.
2. The Receiving Party shall not use the Confidential Information for purposes other than those approved by the Disclosing Party.
3. The Receiving Party agrees to protect the Confidential Information using the same level of care as it would for its own confidential information.

### 3. Exclusions

The following types of information are not considered Confidential Information under this Agreement:

- - Information that is already public knowledge or becomes public knowledge through no fault of the Receiving Party.
- - Information that was already known to the Receiving Party prior to disclosure.
- - Information disclosed to the Receiving Party by a third party legally entitled to make such a disclosure.
- - Information independently developed by the Receiving Party without using the Confidential Information.

### 4. Term and Termination

This Agreement shall be valid for a period of \_\_\_\_\_ years from the effective date, unless terminated earlier by written notice from either party. Upon termination, the Receiving Party must return or destroy all Confidential Information.

### 5. Dispute Resolution

In the event of a dispute arising under this Agreement, the parties agree to resolve the dispute through mutual consultation. If unresolved, the dispute shall be referred to arbitration in accordance with applicable laws. The jurisdiction for such disputes shall be the courts of Uttar Dinajpur, West Bengal.

### 6. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter. Any amendments must be made in writing and signed by both parties. The obligations of confidentiality shall survive the termination of this Agreement.

### Signatures:

Disclosing Party:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Receiving Party:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_