

NON-DISCLOSURE AGREEMENT POLICY DOCUMENT

Tech Counsellor Vs Individual



R2E TECHNOLOGIES PRIVATE LIMITED

TECH COUNSELLOR

CIN: U73100UR2018PTC009290 | **UAN (MSME):** UK08D0000974

DPIIT: DIPP30807 | **UK Startup Council:** STARTUP/0112/2019

This Agreement is made and entered into by and between **R2E Technologies Private Limited**, commonly known as Tech Counsellor (hereinafter referred to as Company") and _____ (hereinafter referred to as User(s)) for sharing certain confidential information to enable the Student to undertake the innovation based research work ("Project") on date / month / year " _____ "

Company and User(s) hereby agree as follows:

"Confidential Information" means proprietary and confidential information of Company marked or identified as such in accordance with Clause 1 below.

Clause 1. To be treated as Confidential Information, any information provided by Company to User(s) in tangible or intangible form shall be marked "Proprietary and Confidential" or similar markings. Information disclosed orally must be identified as confidential at the time of disclosure and summarized in writing within 30 days of disclosure.

Clause 2. Company which involve in scientific research activities, innovation driven R&D work may take various step to generate revenue or business from the collaborative or assigned project time to time, like from various State / Center / National / International funding agencies, companies, industries, by selling IPR to third parties etc.

Clause 3. INTELCTUAL PROPRETY RIGHTS AND REVENUE

3.1. Any kind of research and development, innovation, or work that requires registration under applicable intellectual property regulations where-in such R&D activity is the outcome of the information and ideas shared by/between the parties directly or indirectly shall be the property of the Tech Counsellor and will be considered as the Confidential information.

3.2. Implementation and overall coordination will be done by the Head of the Project or Managing Director or by the Authorized Person appointed by the Director of the company.

3.3. **Ownership:** All IPR / Patentable inventions conceived through this NDA (Directly or Indirectly) shall belong to the Tech Counsellor as applicant.

3.4. In the event of multiple inventor(s) continue throughout the revenue generation phase of the invention, regardless as to whether or not the inventor(s) remains in contract with the Tech Counsellor.

3.5. Company in future may share the revenue generated out of the profit if feels so with the user(s). Ratio shall be 40:60 (in percentage) out of the profit on revenue generated from such development; or on all other activities for next 05 year from the final ready project where 40% shall remain with the 'First Party' that is Company and 60% with the Inventors of the Invention 'equally' subject to the contribution of the Inventor(s) or to any other specific terms executed between the Inventors. After that, the technology or patent if not sold or commercialized, shall remain the property of the company (First Party).

3.6. Where Idea or Information shared by the User(s) is found to be patentable, Tech Counsellor can help in getting the patent through its expert team, attorney, and with the help of the resources available with the company. For all such cases, fresh terms shall be constituted.

Clause 4. All the expenses, throughout the project development shall be borne by the 'company' while executing the project, other than the travelling cost (in any form). As well as company will be responsible for the documentation, drafting and development of the prototype with the best possibilities. All the components and parts shall be provided by the company to the user's time to time. Proper request for all such equipment should be made 30 days prior to the requirement.

Clause 5. Except as provided herein, User(s) will not disclose any Confidential Information to any other person. User(s) will not use any Confidential Information other than in connection with the Project or works assigned

to them.

Clause 6. User(s) may disclose Confidential Information (i) to other user(s) who have executed non-disclosure agreements with Company, (ii) in response to the lawful request or requirement of a governmental agency or by requirement of law, and (iii) to the mentors supervising the project, provided that mentors has signed a non-disclosure agreement with Company.

Clause 7. Till the filling of IP related activities, User(s) or any other member is not allowed to share any of the information through any medium (offline or online) related to the project or the activities company is working or planning.

Clause 8. Company understands that to complete the requirements of the course/research/work in which he or she is enrolled/working, user(s) must give a substantive presentation concerning the project to an audience that will not have signed non-disclosure agreements, and that such presentation will include information about the Company. Company will work with user(s) to prevent the inclusion of Confidential Information in the presentation and any written materials prepared by the User(s). However, this will not be applicable to the work assigned or shared by the Company to user(s).

Clause 9. All Confidential Information delivered by Company to User(s) will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by User(s) upon Company's request.

Clause 10. Miscellaneous Terms:

10.1. The obligations of User(s) under this Agreement shall terminate on **"Three Year"** from the date of last signature except for **"clause 3"**. This contract of documents and it's terms can be terminated by the both parties. It can be done after giving one month notice in written though E-mail to the other party.

10.2. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

10.3. ***Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.***

10.4. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

10.5. **Immediate Cease of the NDA:** If 'User(s)' engages in duplication or piracy of Products or in any unethical business practice that would directly or indirectly jeopardize the business of 'Tech Counsellor' or If 'User(s)' fails to honor the Confidentiality of Intellectual Property transferred or to the NDA signed.

Clause 11. Tech Counsellor will not be responsible for any disputes or legal action whatsoever arises from the work or assignment for which both the parties are signing the contract. Internal disputes of the 'user team' are not the responsibilities of the Tech Counsellor. User signing the document must take the consent from his/her partners / mentors if any to avoid any conflict of interest.

Clause 12. This Agreement may not be modified except by written instrument signed on behalf of each party. Company may assign this agreement to a parent corporation, to a wholly owned subsidiary or a successor of substantially all of the business or assets of the party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior independent agreements and under takings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the state of **"Uttarakhand"**. All notices, requests or consents given in connection with this Agreement shall be given in writing and sent by **"email"** to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

Total Number of Clause: Twelve (12). | **Total Number of Pages:** 04

Type of Collaboration: **"Company Vs Individual"**

Date of Effective from _____ **till 3 year(s).**

We accept the terms and condition as mentioned on the document.

Signature of all users as mention in Section - A of table (on all pages):

Date:

Place:

A: Users Name: Students / Mentors	B: Company: R2E Technologies Private Limited (Tech Counsellor)
<p>Name: Email ID: M.N: Address for Correspondence:</p> <p>Name (Mentor if any): Email ID: M.N:</p>	<p>Person to Communicate: Ritesh K. Email ID: ritesh@techcounsellor.com ; M.N: 9412124929</p> <p>Authorized Signatory Name: Ms. Renu Thapliyal Managing Director Email ID: renu@techcounsellor.com info@techcounsellor.com ; techcounsellorse@gmail.com M.N: +91-9412124929</p> <p>Registered Address: Tech Counsellor, HN 403, A-Block, Umrawnagar, PO Padampur Motadhak, Kotdwar – 246149, Uttarakhand</p> <p>Corporate Address: Tech Counsellor, HN 02, Near Sai Vihar, Motipur, PO Ambiwala, Premnagar, Dehradun – 248007, Uttarakhand</p>