

## Non-Disclosure Agreement

This Non-Disclosure Agreement (herein after 'the Agreement') has been entered into

By IPR Cell, IIST (Disclosing Party)

and between

.....the (Receiving Party) on .....

for the purpose of preventing the unauthorised disclosure of the Confidential Information as detailed below. To this effect, both the 'Parties' agree to enter into a confidential association with respect to the disclosure of certain proprietary and confidential information.

1. For the purpose of this Agreement, 'Confidential Information' shall include all material or information that has or potentially has commercial value or other utility in the business in which Disclosing Party is involved. This includes, the document transferred for the review purpose for which the Receiving Party has given consent and any ancillary ideas or documents prepared in the fulfilment of this review.
2. Receiving Party shall hold and maintain the Confidential Information in strictest confidence and for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not use the Confidential Information for its own benefit, copy, publish or otherwise disclose to others or permit the use by others for their own benefit or to the detriment of the Disclosing Party.
3. Nothing contained in this agreement shall be deemed to constitute either Party a partner, joint venture, or an employee of the other party for any purpose. Any ideas arising out of the processes are the sole property of the Disclosing Party and not the reviewers.

This Agreement and each Party's obligations shall be binding on the representatives, assigns and successors of such Party. This Agreement shall be entered into by signing below.

\_\_\_\_\_  
Signature of the Receiving Party

Name affiliation and contact details

\_\_\_\_\_  
Signature of the Disclosing Party  
(IIST representative)

Name affiliation and contact details