

## **ANNEXURE - 8**

### **NON-DISCLOSURE AGREEMENT**

This “Agreement” is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (Effective Date) and entered into as of the last date of execution hereof.

#### **By and Between:**

**CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209**, one of the Research & Development Laboratory under **COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR)**, a Society registered under the societies Registration Act (XXI of 1860), and having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110001, India (hereinafter referred to as “**CSIR-CMERI**” and as “**MAIN DISCLOSING PARTY**”, which expression shall unless repugnant to the context includes its successors, subsidiaries and permitted assignees) of the One Part.

AND

**M/s. NTPC Energy Technology Research Alliance (NETRA), 3E, Ecotech-II, Udyog Vihar, Greater Noida, Malakpur, Uttar Pradesh 201306**, R& D Division NTPC Ltd. (A Govt. of India Company) having its registered office at, NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, 110 003 New Delhi, India (hereinafter referred to as “**NETRA**”) and as “**JOINT DISCLOSING PARTY**”, which expression shall unless repugnant to the context includes its successors, subsidiaries and permitted assignees) of the Other Part.

AND

**M/s. ABC Pvt. Ltd, at 174 B. T. Road, Kolkata – 700 133, West Bengal. Bearing GST No.: 19AAEXXX5XXXX**(hereinafter referred to as “ABC” and as “RECEIVING PARTY”, which expression shall unless repugnant to the context includes its successors, subsidiaries and permitted assignees) of the Other Part.

**CSIR-CMERI, NETRA** and **ABC** hereinafter be individually referred to as “Party” or collectively as the “Parties”, as the context may require.

WHEREAS:

- A. **CSIR-CMERI, the MAIN DISCLOSING PARTY** is one of the apex R&D institute in the domain of mechanical engineering under the aegis of the Council of Scientific and Industrial Research(CSIR). The institute has enormous expertise and knowhow in the domain of Manufacturing, Robotics & Automation, Agricultural Machineries & Farm Implements, E-Mobility, Energy etc.
- B. **NTPC-NETRA, the JOINT DISCLOSING PARTY** is the R&D wing of the NTPC Ltd (Previously named National Thermal Power Corporation Ltd). NTPC-NETRA focuses on efficiency improvement, cost reduction, new and renewable energy, climate change and environmental protection-including water conservation, ash utilization, carbon capture and utilization, and waste management - while also offering advanced scientific services such as non-destructive examination, metallurgy and failure analysis, oil/water chemistry, environmental assessment, electrical diagnostics, and computational fluid dynamics to support efficient and reliable operations.
- C. **ABC, the RECEIVING PARTY** is engaged in providing support services for electro-mechanical systems.

However, for any reference on execution of this agreement on behalf of the CSIR on all developmental matters, CSIR-CMERI may be referred in the first instance.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. DEFINITIONS

- 1.1. “**Agreement**” means this non-disclosure agreement
- 1.2. “**Confidential Information**” means information, which is not generally known to the public, and includes, but is not limited to information that is Property to the MAIN and JOINT DISCLOSING PARTIES, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
  - a) Any scientific or technical information, invention, design, circuit schematics, Bill of material details, electrical/electronic component details, magnetics details, PCB Layout details, Gerber files, process procedure, formula, improvement, technology or method.

- b) Any concepts reports, data, know-how, works-in-progress, designs, logos, trademarks, service marks, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
- c) Commercial, technical, geographical and legal information, details of contracts, information regarding government approvals and licenses required for the business operations and any related data pertaining to the company or its affiliates or customers given to the RECEIVING PARTY.
- d) Copies, abstracts or any other form of partial or full reproduction of Confidential Information.
- e) Any Confidential Information provided by third parties.

**PROVIDED** Confidential Information need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated as Confidential Information.

- 1.3. **“DISCLOSING PARTIES”** means that parties which directly or indirectly provide or make available Confidential Information to the other in connection with this agreement.
- 1.4. **“Effective Date”** shall mean the date of the last signature appearing herein.
- 1.5. **“Purpose”** shall mean the description given in **Article 2**
- 1.6. **“RECEIVING PARTY”** means that party which receives or obtains Confidential Information directly or indirectly from the DISCLOSING PARTIES in connection with this Agreement.

## **2. PURPOSE**

The purpose of this agreement is to set forth the rights and obligations of the parties with respect to the use, handling, protection and safeguarding of Confidential Information which is disclosed by and between the parties for the sole purpose of **“Maintenance/ Support Services at NTPC Sites for a Boiler Header Inspection Robot along with Reliable Study”**.

This non-disclosure agreement is only for protecting the confidential and intellectual information disclosed by CSIR-CMERI, NTPC-NETRA to the RECEIVING PARTY for understanding the nature and volume of the task to be executed, which does not confirm any order from the MAIN and JOINT DISCLOSING PARTIES. The procurement of goods and services of any items related to this exercise will be strictly abiding by the latest guidelines of CSIR manual of procurement of Goods/Services and General Financial Rule (GFR) of Govt. of India.

### **2.1. Scope of work for CSIR-CMERI**

- CSIR-CMERI will provide necessary training regarding the Bill of Materials (BOM) of the robotic system, their functions and connectivity, assembly sequences and procedure of replacement, possible sources, probable troubleshooting.
- Intimation of requirement of maintenance/support to the vendor on receipt of communication from NTPC-NETRA.
- Minor technical support, assistance to the RECEIVING PARTY in case of difficulty in troubleshooting or maintenance.
- Co-ordination with NTPC-NETRA.

### **2.3. Scope of work for NTPC-NETRA**

- NTPC-NETRA will intimate CSIR-CMERI regarding the requirement of maintenance/ support which will be further conveyed to ABC by CSIR-CMERI.
- Total visits under AMC will be three per year for preventive maintenance as well as for breakdown maintenance.
- The schedule maintenance visits per year shall be made at an interval of approximately 4 months or as per intimation of end user (NETRA) for preventive maintenance which includes (but not limited to) all routine checks, replacement of damaged (In case of breakdown) or worn parts, etc.
- The party will attend the breakdown call within 72 hours of receipt of message from CMERI/NTPC-NETRA. The total breakdown shall not exceed 10 working days from the time of receipt of the complaint. NETRA will provide necessary support during their visit to NETRA, (guest house may be provided on payment basis based on availability) to ABC while conducting maintenance/ support service at NETRA.
- NTPC-NETRA will disclose the problem encountered by them to ABC and if required, may need to demonstrate the same.
- The party shall depute skilled person with all tools, tackles, instruments, standards required for maintenance of the system. In case of requirement of taking equipment out of NETRA, Greater NOIDA for repair, all expenses for transportation would be borne by NETRA.
- The party shall demonstrate the performance of the system to the satisfaction of the user after any preventive/breakdown maintenance activities. NETRA shall certify in confirmation to the above.
- A tentative quotation/estimation is expected from Party for any additional visit (beyond 3 numbers) to NETRA is required under any situation.
- Payment will be made in every six months after satisfactory service provided by the party against tax invoice.

### **2.2. Scope of work for ABC**

- ABC will carry out the non-comprehensive maintenance/support including minor modifications (which does not involve any design alterations/ changes and henceforth development of new components) by visiting NETRA premises. There will be maximum 03 (three) numbers of emergency/ routine maintenance visits annually for a duration of 04 years (total 12 visits).
- ABC will depute trained technical manpower at the site for conducting the maintenance/support (including minor updates/ modifications as needed from time-to-time)
- ABC needs to follow the tentative support plan as per details in the EoI.
- ABC will submit maintenance/support report in hard copies along with all soft copies, if any to CSIR-CMERI and NTPC-NETRA
- ABC shall intimate to CSIR-CMERI any changes that are required for manufacturing and/or assembly.

### **3. PROCEDURE FOR DISCLOSURE**

- 3.1. When disclosed in writing, on magnetic, optical or any other type of media, Confidential Information will be clearly and conspicuously stamped and or/ marked by the DISCLOSING PARTIES as Confidential and/or proprietary information.
- 3.2. When disclosed orally, Confidential Information will be identified as Confidential Information at the time of oral disclosure and summarized in writing or other tangible form, which will be delivered no later than 30 calendar days after the oral communication. The summary will be appropriately marked confidential in accordance with Article 3.1. During the thirty (30) days period, such information shall be protected as Confidential Information.
- 3.3. In the event that the DISCLOSING PARTIES inadvertently or accidentally fail to identify information or data disclosed to the RECEIVING PARTY as being Confidential Information in accordance with above provisions, the DISCLOSING PARTIES may correct such inadvertence or accident by notifying the RECEIVING PARTY in writing within thirty (30) days after the Discovery thereof, provided that RECEIVING PARTY shall have no liability with regard to any disclosure or uses of the unidentified or unmarked Confidential Information which occurred prior to the receipt of such notification.

### **4. OBLIGATIONS OF THE RECEIVING PARTY**

The RECEIVING PARTY shall have the following obligations with respect to Confidential Information:

- 4.1. To maintain confidentiality of such information and to store and protect the confidentiality of the Confidential Information by the use of, at least, the same degree of care that each Party uses to protect its own Confidential Information, and in any event not less than a reasonable standard of care and to retain and not to remove any Confidential Information stamps or marking appearing on such Confidential Information.
- 4.2. Not to use such Confidential Information, in whole or in part, for another Purpose than that specified in this Agreement, unless such use is specifically authorized in writing by the DISCLOSING PARTIES.
- 4.3. Not to use such Confidential Information to any persons employed in its Company other than those having a 'need to know' for the Purposes for which disclosure is made under this Agreement. In this regard, the RECEIVING PARTY will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by its employees.
- 4.4. Not to use such Confidential Information to any third party without the prior written consent of the DISCLOSING PARTIES and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement.
- 4.5. Not to copy or reproduce the Confidential Information without the expressed written consent of the DISCLOSING PARTIES, except for the Purpose of the Agreement.

The above-mentioned obligations with respect to Confidential Information would continue to apply, from the date of receipt of Confidential Information and until the **end of a period of five years** following expiration or termination of this Agreement, except as otherwise provided. Provided, obligations with respect to Confidential Information, which involves intellectual propertyrights, the same shall extend up till the time as applicable to it under the respective laws.

## **5. EXCEPTIONS TO OBLIGATIONS OF THE RECEIVING PARTY**

The obligations with respect to handling of Confidential Information set forth in this Agreement are not applicable to any information which:

- 5.1. Prior to its disclosure by the DISCLOSING PARTIES to the RECEIVING PARTY, was already known to the RECEIVING PARTY provided that immediately upon the disclosure by the DISCLOSING PARTIES, the RECEIVING PARTY will bring such fact to the attention of the DISCLOSING PARTIES: or
- 5.2. Is at the time of disclosure in the public domain or which comes into public domain in each case, where the publication making such information public domain is not the result of breach of this Agreement: or

- 5.3. Is legally received from a third party where the RECEIVING PARTY has no reasonable cause to believe that the receipt or the disclosure of such information by such third party was the result of or constitutes a breach of any duty or obligation towards the DISCLOSING PARTIES: or
- 5.4. Is or has been independently developed by employees, consultants or agents of the RECEIVING PARTY without violation of the terms of this Agreement or reference or access to any Confidential Information: or
- 5.5. Have been approved for release or use (in either case without restriction) by written authorization of the DISCLOSING PARTIES: or
- 5.6. Is required to be disclosed by any law, order or demand of a court of competent jurisdiction or government, the RECEIVING PARTY shall promptly and to the extent possible before making such disclosure notify the DISCLOSING PARTIES of such order/demand and provide reasonable assistance to prevent such disclosure, Nevertheless Confidential Information disclosed pursuant to this disclosure shall otherwise continue to be Confidential Information protected in accordance with all provisions of this agreement.

If any portion of the Confidential Information falls within any one of the above exceptions, the remainder shall continue to be subject to the restrictions of this Agreement.

## **6. BURDEN OF PROOF**

- 6.1. The burden of proof that Confidential Information, which is disclosed falls within one of the exceptions set forth in Article 5 above, shall be on the RECEIVING PARTY.
- 6.2. The RECEIVING PARTY shall maintain the confidentiality of the Confidential Information until the RECEIVING PARTY has by clear and convincing evidence demonstrated to the DISCLOSING PARTIES the validity of the aforesaid exceptions.
- 6.3. In the event of a dispute between the parties regarding the applicability of one of the exceptions set forth in Article 5 above, the RECEIVING PARTY shall maintain the confidentiality of the Confidential Information until a final and non-appealable award and/or non-appealable court order/judgment is granted.

## **7. OWNERSHIP OF CONFIDENTIAL INFORMATION**

- 7.1. All Confidential Information Disclosed under this Agreement, as also any copies, reproductions, or duplications duly authorized and made for the sole achievement of the Purpose shall remain in any case the property of the DISCLOSING PARTIES.
- 7.2. No license or conveyance of any rights to the either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of



intellectual property is expressly granted or implied by the disclosure or exchange of Confidential Information between the Parties.

## **8. TERM AND TERMINATION**

- 8.1. The term of this Agreement, during which time Confidential Information may be exchanged, shall be **for a period of five (5) years from the Effective Date**. The Agreement can be renewed for a further period, subject to the Parties mutual agreement in writing to that effect.
- 8.2. This Agreement may be terminated earlier by either Party giving at least 30 days' notice in writing to the other party of its intention to do so.
- 8.3. After the termination or expiry of this Agreement the RECEIVING PARTY will not make any further use, directly or indirectly, of the Confidential Information for any purpose without the prior written permission of the DISCLOSING PARTIES.
- 8.4. Any amendment to this Agreement must be made in writing and shall be signed on behalf of the parties.

## **9. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 9.1. Within thirty (30) days of the completion of the activities contemplated in Article 2 above or of termination or expiry of this Agreement or of DISCLOSING PARTIES' request, whichever shall first occur, the RECEIVING PARTY shall return or destroy all Confidential Information disclosed hereunder and all copies thereof, at the choice of the DISCLOSING PARTIES to be delivered in writing and certify in writing that all copies thereof in its possession have been returned and /or destroyed.
- 9.2. Upon written request by one Party, the other party shall provide a signed, dated receipt which itemizes the Confidential Information transmitted or received hereunder.

## **10. NOTICE OF BREACH**

RECEIVING PARTY shall notify the DISCLOSING PARTIES immediately upon discovery of any unauthorized use or disclosure of Confidential Information by RECEIVING PARTY or its Representatives, or any other breach of this Agreement by RECEIVING PARTY or its Representatives, and will cooperate with efforts by the DISCLOSING PARTIES to help the DISCLOSING PARTIES regain possession of Confidential Information and prevent its further unauthorized use.

## **11. CONTACT PERSONS**

With respect to any exchange of Confidential Information which may occur as a result of implementation of this Agreement, it is expressly understood and agreed



that the below listed employees shall, on behalf of the respective parties, be exclusive individuals authorized to receive and / or transmit Proprietary Information under this agreement.

***Representatives of CSIR-CMERI***

1.

Name: Dr. Dip Narayan Ray  
Designation: Senior Principal Scientist  
Email: dnray@cmeri.res.in

2.

Name: Dr. Umesh Patkar  
Designation: Senior Principal Scientist  
Email: uspatkar@cmeri.res.in

Address:

Intelligent Systems Engg. Group,  
CSIR-Central Mechanical Engineering Research Institute,  
Mahatma Gandhi Avenue,  
Durgapur-713209.

***Representatives of NTPC-NETRA***

1.

Name: Dr. A. K. Das  
Designation: Chief General Manger  
Email: akdas1@ntpc.co.in

2.

Name: Dr. A. Mondal  
Designation: General Manger  
Email: avijitmondal@ntpc.co.in

Address:

M/s. NTPC - NETRA  
3E, Ecotech-II, UdyogVihar,  
Greater Noida, Malakpur,  
Uttar Pradesh 201306

***Representative of ABC.***

Name:

Designation:

Email:

Address:

KOLKATA – 700133.  
WEST BENGAL. INDIA.

As regards the individuals identified above, each party shall have the right and power and authorization to re-designate such persons within their organization,

who will have authorization to receive and /or transmit Proprietary Information exchanged by the parties under this agreement.

Any such re-designation which is made by any of the parties shall be affected by rendering written notice of such change to the other party.

## **12. ASSIGNMENT**

Neither party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third party without the prior written consent of the other Party, and any attempted assignment or transfer without such prior written consent shall be null and void.

## **13. SEVERABILITY**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **14. WAIVER**

The failure of the either Party, at any time, to require performance and/or enforcement of any provision of this Agreement shall not be construed as a waiver of the requiring Party of its rights under this Agreement, nor shall the failure of the requiring Party to take action affects its rights, at some later date, to enforce these rights under this Agreement for breach of any of the provisions of this Agreement.

## **15. CLASSIFIED INFORMATION**

Nothing herein shall be deemed to replace or prejudice any governmental security classification referenced on any part of Confidential Information and the RECEIVING PARTY undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant governmental authority in the country of the DISCLOSING PARTIES. This obligation shall continue for the duration of this Agreement and thereafter until such time as the said authority shall deem appropriate.

## **16. SUCCESSORS**

Subject to clause 12, this Agreement shall be binding upon and inure to the benefit of the respective successors and assignees of both Parties.

## **17. NON-EXCLUSIVITY**

This Agreement will not preclude either Party from working with others in any connection so long as the obligations described herein are respected.

## **18. REMEDIES**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Both parties hereby agree that in the event of breach by the RECEIVING PARTY / employees in performing its responsibilities under this Agreement the DISCLOSING PARTIES shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder including seeking damages, whether at law or in equity. DISCLOSING PARTIES shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

## **19. INDEMNIFICATION**

ABC, shall indemnify and keep CSIR-CMERI and NTPC-NETRA indemnified against any loss or costs, charges and expenses, incurred or required to be incurred/ suffered by CSIR-CMERI and NTPC-NETRA by reason of or as a result of (a) ABC's breach of any of the provisions or warranty of this Agreement, (b) breach of any provision of the agreement or warranty between the ABC and any THIRD PARTY (c) willful misconduct, default or negligence of the ABC or any THIRD PARTY engaged in it.

## **20. FORCE MAJEURE**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, Pandemic, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc., provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force majeure conditions continue beyond one month, the parties shall jointly decide about the future course of action.

## **21. CONFIDENTIALITY OF THIS AGREEMENT**

The execution, existence and performance of this Agreement, terms of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by either Party without the prior written consent of the other.

## **22. ARBITRATION**

This Agreement shall be interpreted in accordance with the laws of India.

- a. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the **Delhi International Arbitration Centre and/ or India International Arbitration Centre** for appointment of Arbitrator to adjudicate the dispute.
- b. The award for the Arbitrators shall be final and binding on the parties. The Arbitrators may give interim award(s) and / or directions, as may be required.
- c. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

**IN WITNESS WHEREOF**, the Parties by their duly authorized officers and representatives have signed this Agreement in two (2) original counterparts.

<i><b>Signed for and on behalf of CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur – 713209, West Bengal)</b></i>	<i><b>Signed for and on behalf of NTPC-NETRA, Greater Noida, Uttar Pradesh 201306)</b></i>	<i><b>Signed for and on behalf of ABC, .....address)</b></i>
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>
Seal:	Seal:	Seal:
Date: Signed at:	Date: Signed at:	Date: Signed at:
1. Witness (Name & Address)	1. Witness (Name & Address)	1. Witness (Name & Address)
2. Witness (Name & Address)	2. Witness (Name & Address)	2. Witness (Name & Address)