

## NON-DISCLOSURE AGREEMENT

(To be submitted on INR 100 value Non-Judicial Stamp paper)

This Non-Disclosure Agreement ("Agreement") is entered into on [Date] ("Effective Date") between the **Ministry of Culture, Government of India**, having its office at *Room No. 501, 'C' Wing, Shastri Bhawan, New Delhi - 110001*, hereinafter referred to as the "**Disclosing Party**," and **[Bidder Name]**, having its office at **[Bidder Address]**, hereinafter referred to as the "**Receiving Party**," collectively referred to as the "**Parties**."

**WHEREAS**, the Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party for the purpose of participating in the Request for Proposal (RFP) titled "**Selection of a Specialist Consultant for Content Development for the Yuge Yugeen Bharat Museum (YYBM), New Delhi**" ("Project Purpose"), which involves sensitive details of the North Block and South Block heritage complex, housing critical government offices;

**WHEREAS**, due to the security considerations associated with the North Block and South Block heritage complex, it is imperative that all shared information remains confidential;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

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### 1. Interpretation

- References to clauses are to clauses of this Agreement.
- The term "person" includes any individual, company, corporation, government, or other legal entity, whether or not having separate legal personality.
- A reference to any statute or statutory provision includes any amendments, modifications, or re-enactments thereof.
- References to times are to Indian Standard Time.
- All headings and titles are inserted for convenience only and do not affect the interpretation of this Agreement.
- In case of ambiguities, specific clauses prevail over general clauses, and provisions in this Agreement prevail over any schedules unless expressly stated otherwise.

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### 2. Scope of the Agreement

This Agreement governs all confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party, including but not limited to floor diagrams, photographs, specifications, and other site details of the North Block and South Block heritage complex, identified in writing or otherwise as confidential before or within thirty (30) days after disclosure ("Confidential Information"). Such Confidential Information may be communicated in writing, orally, through visual observation, or by any other tangible or intangible means.

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### **3. Obligations of the Receiving Party**

The Receiving Party shall:

- (i) Use the Confidential Information only for the Project Purpose.
  - (ii) Use the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information
  - (iii) Grant access to Confidential Information only to employees on a "need to know" basis and restrict such access as and when not necessary to carry out the Project Purpose,
  - (iv) Comply with the provisions of this Agreement in handling Confidential Information:
  - (v) Reproduce Confidential Information only to the extent essential to fulfilling the Project Purpose,
  - (vi) Disclose the Confidential Information to its consultants/contractors or any third parties on a "need to know" basis, provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this clause shall advise the consultants/contractors of the confidentiality obligations imposed on them by this clause –
  - (vii) Upon the Disclosing Party's request, either return to the Disclosing Party the Confidential Information or certify to the Disclosing Party that all media containing Confidential Information have been destroyed and won't be disclosed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information –
  - (viii) Not remove any of the Disclosing Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
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### **4. Exceptions to Confidential Information**

The obligations in Clause 3 shall not apply to Confidential Information that the Receiving Party can demonstrate:

- (i) Was independently developed by or for the Receiving Party without reference to the Confidential Information, or was received without restrictions.
- (ii) Has become generally available to the public without breach of confidentiality obligations by the Receiving Party.
- (iii) Was in the Receiving Party's possession without restriction or was known by the Receiving

Party without restriction at the time of disclosure.

(iv) Is disclosed with the prior written consent of the Disclosing Party.

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## **5. Ownership of Confidential Information**

- The Receiving Party acknowledges that all Confidential Information is owned solely by the Disclosing Party (or its licensors) and that unauthorized disclosure or use would cause irreparable harm and significant injury, the extent of which may be difficult to ascertain.
  - By disclosing the Confidential Information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret, or other intellectual property right.
  - The Disclosing Party disclaims all warranties regarding the Confidential Information, including warranties of accuracy, utility, or non-infringement of intellectual property rights.
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## **6. Term**

This Agreement shall remain in effect until the Disclosing Party gives written permission to waive the confidentiality requirement.

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## **7. Dispute Resolution**

- Any dispute arising under this Agreement shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996, with the arbitrator appointed by mutual consent of the Parties. The arbitration proceedings shall be held in New Delhi.
  - The arbitration award shall be final and binding, subject to legal remedies available under the law.
  - The Disclosing Party may seek immediate injunctive relief to enjoin any breach of this Agreement, in addition to other legal or equitable remedies.
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## **8. No Partnership**

This Agreement shall not be construed to create any association, joint venture, partnership, or agency relationship between the Parties, nor does it grant either Party the authority to bind the other.

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## 9. Notices

Any notice or communication under this Agreement shall be in writing and delivered by hand, recognized courier, registered post, email, or facsimile to:

- **Disclosing Party:** Ministry of Culture, Room No. 501, 'C' Wing, Shastri Bhawan, New Delhi-110001, Attn: [Shri Rakesh Kumar, Under Secretary Ministry of Culture], Email: [museum-culture@gov.in]
  - **Receiving Party:** [Bidder Name], [Bidder Address], Attn: [Contact Person], Phone: [Phone], Fax: [Fax No.]
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## 10. Language

All notices, communications, and documentation relevant to this Agreement shall be in writing and in the English language.

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## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, with exclusive jurisdiction of the courts in New Delhi.

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## 12. Miscellaneous

- This Agreement may only be amended in writing signed by both Parties.
- No waiver of any provision or breach of this Agreement shall be effective unless made in writing and signed by the waiving Party.
- This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.