

	Bharat Heavy Electricals Limited	ISMS – 04/HY/06/002	
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THIRD PARTY NON-DISCLOSURE AGREEMENT (NDA)

I, _____, of _____
 (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

1. I understand and agree that all knowledge concerning the project and its allied agencies /departments, acquired by me in the course of the execution of the contract which I have entered into with BHEL and all kinds of official information acquired by me by the virtue of my dealings with BHEL, is the property of the Government of India and is not to be published or communicated either directly or indirectly to any person, in any form whatsoever, whether during or after cessation of my dealings with BHEL OR any ceasing to be holder of official or material or any reason whatsoever, without the prior written consent of the Government of India.

2. I understand and agree that any breach or neglect of this undertaking in any form whatsoever is a serious offence punishable by law and would render me liable to proceedings under the Official Secrets Act, 1923 (XIX of 1923) and also under any other Indian or International law prevalent at the time of such breach.

3. I further understand and agree that in the event of being found guilty of such breach or neglect of this understanding in any form whatsoever, I, apart from being prosecuted as aforementioned, shall also be bound to pay to BHEL an amount of atleast 1.5 times the total value of contract as penalty for such breach.

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer _____ lists, _____ project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company

shall return to BHEL all documents and Property of BHEL,including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs / data / configuration and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract: I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at_____ this day of 20__.

Name:

Company:

Signature: