



राष्ट्रीय प्रौद्योगिकी संस्थान मेघालय

NATIONAL INSTITUTE OF TECHNOLOGY MEGHALAYA

FORM – IP/7

Mutual Secrecy Agreement between NIT Meghalaya and collaborating Institutions

This agreement is between National Institute of Technology Meghalaya (the provider organization) and/or provider scientist(s), jointly called the first party, and the organization _____ (the recipient organization), the second party.

1. The first party is the owner of the invention called _____ (description) and/or owner of certain technical data/process technology/other information (proprietary information) developed through their own efforts. The organization _____ (name), the second party, is the owner of the invention called _____ (description) and /or certain technical data/process technology/other information (proprietary information) developed through its own business and R & D efforts.
2. The invention and/ or the proprietary information of the provider scientist(s), NIT Meghalaya and _____ (organization) is proprietary and confidential and not public knowledge. This will be disclosed to one another under the terms of this agreement.
3. The parties to this agreement consider it desirable for each other to have access to above invention/proprietary information for discussing and evaluating possible collaborative research and development work and/or licensing activities relating thereto. Therefore, the parties agree as follows:
4. All invention/proprietary information as used in this Agreement provided by one party is proprietary and confidential in connection with evaluation of invention and/or proprietary information for collaborative R & D and/or licensing work. These are disclosed to one another in writing clearly marked confidential OR arise out of discussions during visits to laboratory/plants or any other facility of either party, and reduced to writing within thirty (30) days of such discussion. The date and time of the visit and personnel present during the visit should be recorded in writing by both parties.
5. All parties agree to hold in confidence any or all invention/proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided in this document. However, either party may disclose the invention/information/technical data/technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.
6. The recipient of tangible products or materials consisting invention/technology from the other party agrees not to analyze or have a third party to analyze such tangible products or materials.
7. All invention/proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

8. The evaluation period during which information will be exchanged will be ordinarily one (1) year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.
9. The foregoing obligation with respect to invention/proprietary information received by any party who are signatories to this Agreement shall survive in the event of termination of this agreement.
10. Any improvement on the intellectual property owned by the first party by the joint effort or my single effort of third party shall be owned by the first and third party jointly
11. The secrecy should also be maintained even after the termination of the agreement to the extent that such is not a secret anymore or has become known to public.
12. Any dispute including but not limited to breach of contract so described in the Agreement arising from or in connection with the Agreement shall be resolved exclusively in the competent courts as herein mentioned in the present agreement, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of courts of Shillong.
13. If agreed by the parties, the same can be solved by arbitration governed by the Arbitration and Conciliation Act, 1996 or any amendments thereto, the seat and venue for the arbitration proceedings being mutually decided and the language being English and/or local language understandable by either the Parties or local representatives of the Parties. Further, the parties much mutually agree with the appointment of the Arbitrator exclusively in the jurisdiction of Shillong. Provided the dispute shall first be attempted to be consolidated through mediation and resolved in accordance to the laws of the land. If within 90 days the dispute is not resolved by the mediation body, the dispute will be subjected to be resolved by arbitration.

This agreement is effective as of _____, and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly basis. Either party may terminate this Agreement at its discretion immediately upon written notice to the other party.

This agreement is signed on _____ between:

NIT Meghalaya

Organization:

(Name of signatory)

Designation : Dean (R & C)

Address : National Institute of Technology Meghalaya
Bijni Complex, Shillong 793003

(Name of signatory)

Designation:

Address: