

NON DISCLOSURE AGREEMENT

This Non Disclosure Agreement (NDA) is made this day of 2024 between Semi-Conductor Laboratory, Ministry of Electronics and Information Technology (MeitY), Government of India, Sector 72, SAS Nagar – 160 071, Punjab (hereinafter called "SCL") and Shri G. S. Institute of Technology and Science, 23, Park Road, Indore-452003 (MP) (hereinafter called "SGSITS").

Now therefore, the parties hereto hereby agree as follows:

1. SGSITS is desirous of designing some CMOS circuits for fabrication in SCL Wafer Fab.
2. SCL will be furnishing to SGSITS SCL's 0.18 Micron CMOS Process Design Kit (PDK) and other details required for the sole purpose of designing the CMOS circuits. SGSITS does not have the rights of porting the process and of manufacturing products based on furnished information and can not transfer the furnished information to any third party without the written permission of SCL.
3. All information furnished by SCL shall be treated by SGSITS as Confidential and shall not be used by SGSITS except for the above said use and shall not be disclosed by SGSITS to any third party without SCL's prior written consent, except for any of the information which SGSITS can show:
 - a. is already known to SGSITS on the date it was disclosed to it by SCL and is or becomes free of restriction on the disclosure or use in question, or
 - b. becomes generally know or freely available to the public (except by reason of any breach by SGSITS of its obligations hereunder), or
 - c. is disclosed to SGSITS free of restriction on the disclosure or use in question, by a third party who was entitled to make such unrestricted disclosure.
4. SGSITS shall take such precautions and make such arrangements as are reasonably necessary to protect the information received by it (and in any event no less than those SGSITS would take and make to protect its own confidential information). SGSITS shall inform such of its employees/students as are concerned in it's above said use of the confidential nature of the information received, and will prohibit them from taking copies of any of it, failing which SGSITS shall be responsible for any loss/damage, if caused to SCL.
5. The party to this agreement shall be under obligation to protect then information mentioned after the validity period is over and there shall be no time limit for the maintenance of confidentiality. This provision shall not however apply to technical information and data which are part of the public domain as on the effective date of this agreement.

 

6. SGSITS obligations under the above clauses will continue in respect of the information for a period of 05 years after its disclosure to them.
7. In case of any dispute or difference of opinion arises between the parties connected to this agreement, such disputes or difference of opinion shall be resolved amicably by mutual consultation in consonance with the public policy of the Ministry of Electronics and Information Technology (MeitY). Failing which either party may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure.
8. SGSITS will return to SCL all copies of the SCL documents received by them in connection with this agreement upon SCL's request.

The parties hereto have caused the agreement to be signed, in duplicate, as of the day and year first written above. One copy each of the signed agreement is being retained by the signatories.

Signature:

Name:

Designation:

On behalf of

**Semi-Conductor Laboratory
Ministry of Electronics and
Information Technology (MeitY)
Government of India
Sector – 72
SAS Nagar – 160 071
Punjab**

Signature:

Name: Dr. Rakesh Saxena

DIRECTOR

Shri G. S. Instt. of Tech. & Sc.

Indore - 452003 (M.P.)

Designation: Director

On behalf of

**Shri G. S. Institute of Technology and Sc.
23, Park Road
Indore- 452003
Madhya Pradesh**

