

Non-Disclosure Agreement

This agreement is made on this 16th August 2019, by and between, **Maharashtra State Road Transport Corporation**, having its registered office at Maharashtra State Road Transport Corporation, Information and Technology Division, New Annexe Building, 4th floor, JBB Road, Mumbai 400008, which term or expression unless excluded by or repugnant to the subject or context shall mean or include its successors-in office and assigns (hereinafter referred to as 'us' or 'we' or 'MSRTC').

AND

Indian Institute of Technology Bombay, having its registered office address at Powai, Mumbai - 400076, Maharashtra, which term or expression unless excluded by or repugnant to the subject or context shall mean or include its successors-in office and assigns (hereinafter referred to as 'IITB').

RE: To use the data of MSRTC related to analysis of Shahapur and Sinner depot for study purpose ("Project").

We write to record the basis upon which we will make available to you information concerning MSRTC services.

In this letter "information" shall mean any information providing in writing to you by MSRTC marked and identified as "Confidential" other than the information available in public domain, relating to our business or any information of technical nature comprising inter alia products, processes, methodologies, frameworks, models, ideas, interpretations, documentation, manuals, software, discs, reports, research, working notes, papers and techniques used by MSRTC in connection with the implementation at MSRTC in whatever form.

Now, therefore, In consideration of MSRTC granting you access to the information, you undertake with MSRTC that:


1. The information other than which is permitted to use for study purpose; subject to clause 10 below, you will keep the information strictly confidential and will not disclose it to any third party without our prior written consent.
2. The information will only be disclosed to those personnel of IIT Bombay and to the extent necessary for the purpose of this Project. You will take appropriate steps to ensure that all personnel to whom access to the information is given are aware of its confidentiality and that they are bound by restrictions at least as onerous as those placed on you by the terms of this letter.
3. You acknowledge that some or all of the information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislations relating to insider dealing and you undertake not to use any information for any unlawful purpose. On acquiring any information, you shall comply with all applicable laws in India in relation to insider trading and otherwise the acquisition of securities.
4. The information disclosed to you will be used solely for study purpose for one (1) year and for no other purpose, without our prior written consent.
5. You will establish and maintain all reasonable measures to provide for the maintenance of confidentiality of the information and to prevent unauthorized access to it.



6. On completion of one (1) year, or the termination of the project, or immediately being upon requested to do so, you will, barring one(1) copy for legal/archival purposes, return all the information disclosed to you, and any copies thereof.
7. If you become aware of any breach of confidence by any of your employees, agents or sub-contractors you will promptly notify us of the same and give us all reasonable assistance in connection with any proceedings, which we may institute against such persons.
8. You acknowledge that we retain the copyright and intellectual property rights in the information we provide for this project and that you may not copy, adapt, modify or amend any part of the information or otherwise deal with any part of the information except with our prior express written authority.
9. The obligations contained above shall not apply to any information which
 - a. is or enters the public domain; and or subsequently comes into the public domain otherwise than through a breach of this agreement;
 - b. is already in your possession;
 - d. is obtained by you from a third party;
 - e. you are required to disclose by law or professional or regulatory obligation.
10. You will comply with the obligations set out herein for a period of three (3) years.
11. This agreement shall be governed by and construed in accordance with the laws of India. We should be grateful if you would acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.


Yours faithfully,

For and on behalf of **Maharashtra State Road Transport Corporation.**

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By: (Signature) 
Shri Jayesh Bamane,
Deputy General Manager, IT, MSRTC
Date:

उप महाव्यवस्थापक (माहिती व तंत्रज्ञान)
महाराष्ट्र राज्य मार्ग परिवहन महामंडळ
मध्यवर्ती कार्यालय,
माहिती व तंत्रज्ञान विभाग, मुंबई.

We agree to the above terms regulating the disclosure of the information.
For and on behalf of **Indian Institute of Technology Bombay.**

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By: (Signature) 
Prof. A. M. Pradeep,
Associate Dean (R&D)
Date:

सह संकायाध्यक्ष, शोध एवं विकास
Associate Dean, Research and Development
कृते निदेशक, आय आय टी मुंबई
For Director, IIT Bombay