

**UNDERTAKING & NON-DISCLOSURE AGREEMENT (NDA) BY THE
DEVELOPMENT AGENCY**

UNDERTAKING

PROJECT APPLIED FOR: _____

I, Mr. /Ms. _____, _____ (Designation) authorised representative of _____ (Company Name), a public limited company/ private limited company/ partnership firm/ limited liability partnership/ one person company/ sole proprietorship registered as per applicable Indian laws (tick as applicable), located at _____ (Company Address) do hereby undertake the following:-

Sl. No	Clause	Reply (Please Circle as applicable)	
		Yes	No
1.	The company is debarred/banned/blacklisted or the business dealings with whom are “suspended”/ “put on hold”, by the Ministry of Defence		
2.	The company is owned and controlled by a Resident Indian citizen with a shareholding of at least 51%		
3.	The company has taken / applied for any grant for a similar project from any Ministry / Department of Government of India.		
4.	The company has applied to this project as a Lead DA		
5.	The company is registered as a _____ (Startup/ MSME/ Large Industry) and the _____(DPIIT, UDYAM certificate, GSTIN) registration number is _____ (registration number). The MSME is a _____ (In case of MSME, please mention Micro/ Small/ Medium Enterprise or else write N/A) as per “The Gazette of India CG-DL-E-		

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	<u>01062020-219680 PART-II- Section3- Sub-section (ii) No.1532 NEW DELHI, Monday, June 1, 2020/JYAISTHA11,1942”</u>		
6.	The company ensures clause wise acceptance of all terms and conditions given in the EoI, for the complete lifetime of the project.	Yes	No
7.	Whether the company is under the Insolvency resolution process as per the Indian Insolvency and Bankruptcy Code.	Yes	No
8.	Whether the company has negative Net Worth in the previous Financial Year ending 31 st March.	Yes	No
9.	In the event of a change in any of the above-mentioned clauses, the same will be informed to DTDF with supporting documents within 30 days	Yes	No

Details of involvement in TDF projects:

Involvement in TDF projects	DA
Projects Completed	
Projects Short Closed	
Projects currently under execution	
Projects Currently applied for	

NON-DISCLOSURE AGREEMENT (NDA)

For purposes of this Undertaking and any documents relating to or purportedly executed in connection with the TDF Scheme, the term “Confidential Information” shall be read to mean, with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the Parties, excluding any such information which (i) is known to the public (through no act or omission of the receiving party in violation of this Agreement); (ii) is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the receiving party prior to its disclosure under this ; (iv) was or is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party’s sole costs.

1. I/we _____ [Name, Designation] the authorized representative _____ of _____ [Organisation, Address] I have read the policy and understand that any Confidential Information that I/we will learn about DRDO-DTDF or information about any third party, as a result of being a part of the application process of a project with Technology Development Fund, DRDO shall be protected, during the Term of this Agreement and thereafter, through non-disclosure. The disclosure, distribution, electronic transmission or copying of such Confidential Information is prohibited and punishable by law. Any employee, personnel, vendor, or any other person, who discloses confidential information will be subject to disciplinary action, even if the Industry/ Individual does not actually benefit from the disclosure of such information.
2. For the sake of clarity, it is reiterated that all affiliates of the recipient party and all directors, officers, employees, agents and representatives of a recipient party or its affiliates shall be included within the definition of the term “recipient party” for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement. The recipient party shall be responsible for any breaches of this Agreement by any of its affiliates and

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any directors, officers, employees, agents and representatives of such recipient party or its affiliates.

3. In the event that either party is requested or required (by oral questions, interrogations, requests for information or documents in legal proceedings, civil investigations or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that such other party may seek appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one party is nonetheless, legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such court or tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate remedy or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.
4. All information provided by I/we in the Undertaking shall be true and correct in all respects as of the date of this Undertaking, and (save in the cases of any special circumstances for which I/we shall intimate TDF at the earliest) shall remain true and correct from the date of this Undertaking to such date that the project under the Scheme is completed and the product and related documentation delivered in accordance with the terms agreed upon. Notwithstanding anything in this undertaking, each clause and information provided shall be read to be severable

Authorized Signatory:

Official Seal

Date:

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