



# Outgoing Non-Disclosure Agreement

To **Dell International Services India Private Limited**, its subsidiaries and affiliates ("Dell")

In order to protect certain Confidential Information (as defined below), Dell agreeing to disclose Confidential Information (as defined below), \_\_\_\_\_, for itself and its subsidiaries and affiliates agree(s) as follows:

1. The Effective Date of this Non-Disclosure Agreement ("Agreement") is \_\_\_\_\_.
2. In consideration of the mutual covenants and conditions set forth herein, Dell will disclose Confidential Information to Recipient only for the purpose of and in connection with the parties' business relationship.
3. The Confidential Information disclosed under this Agreement ("Confidential Information") is described generally as current and future product information, roadmaps, technical information, financial and other business and proprietary information including, but not limited to: forecasts, customer names, addresses and related data, contracts, practices, services and support procedures, Requests for Proposals, software, reports, strategies, plans, documents, drawings, machines, tools, models, inventions, patent disclosures, samples and materials that may be disclosed between the parties whether in written, oral, electronic, website-based or other form relating to the business activities or systems of Dell. This Agreement also includes Confidential Information acquired during facilities visits.
4. This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.
5. Recipient agrees not to issue or release any articles, advertising, publicity or other matter relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of Dell, except as may be required by law and then only after providing Dell with an opportunity to review and comment thereon.
6. Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure. Recipient, upon Dell's written request, will promptly return all Confidential Information received from Dell, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
7. Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
8. Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent; (b) or if it is identified by Dell as confidential before, during or promptly after the presentation or communication.
9. This Agreement imposes no obligation upon Recipient with respect to Confidential Information which (a) was known to Recipient before receipt from Dell; (b) is or becomes publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Dell to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient without a breach of this Agreement; or (f) is disclosed by Recipient with Dell's prior written approval. If Recipient is required by a government body or court of law to disclose Confidential Information, Recipient agrees to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order.
10. If Recipient believes any Confidential Information provided by Dell to be within the exceptions provided in paragraph 9 above, Recipient will give at least 10 days written notice of intent to disclose such Confidential Information to any third party, together with a description of the Confidential Information to be disclosed.
11. Dell warrants that it has the right to disclose the Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by Dell in relation to or as to the accuracy or completeness of the Confidential Information, all Confidential Information is provided "as is".
12. This Agreement imposes no obligation on Dell to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
13. Confidential Information received pursuant to this Agreement may not be exported from the country in which it is received. If Recipient wants to export the Confidential Information, Recipient must request and receive Dell's written permission. If Dell gives Recipient permission to export the Confidential Information, Recipient agrees to comply with the applicable U.S. export laws.
14. Recipient does not acquire any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement.
15. Recipient acknowledges that damage for improper disclosure of Confidential Information may be irreparable; therefore, Dell is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
16. This Agreement is made under, and will be construed according to, the laws of India.
17. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modifications to this Agreement must be made in writing and must be signed by the parties.

## Company

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Intern

Address: *Kalpana Institute of Industrial Technology*

Date: 07/06/21