NON-DISCLOSURE AGREEMENT (NDA)
QAF LAB INDIA (QLI)
Effective Date: [Insert Date]

This **Non-Disclosure Agreement ("Agreement")** is made and entered into as of the Effective Date by and between:

QAF Lab India (QLI), a non-profit organization with its principal office at [Insert Address] ("Disclosing Party"), and

[**Recipient's Legal Name**], a [Legal Entity Type] with its principal place of business at [Insert Address] ("Receiving Party"),

each a "Party" and collectively the "Parties" to this Agreement.

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1. DEFINITIONS

1.1 **Confidential Information**: Any information disclosed by the Disclosing Party, including but not limited to business strategies, research, client projects, proprietary technology, algorithms, source codes, trade secrets, financial data, marketing plans, business models, product designs, patents, and any other non-public information.

1.2 **Permitted Purpose**: The exclusive use of Confidential Information solely for engagement in discussions, research, or project execution with QLI and its corporate clients.

1.3 **Authorized Personnel**: Employees, contractors, consultants, or affiliates of the Receiving Party who have a legitimate need to access Confidential Information.

1.4 **Corporate Clients**: Third-party companies engaging with QLI for research, innovation, technology development, or strategic advisory services.

1.5 **Effective Date**: The date on which this Agreement is executed by both Parties.

1.6 **Term**: The duration during which this Agreement remains in effect, as specified in Section 7.

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2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party agrees to:

- Maintain the Confidential Information in strict confidence.
- Use the Confidential Information only for the Permitted Purpose.
- Limit access to Confidential Information strictly to Authorized Personnel.
- Ensure that all Authorized Personnel are bound by similar confidentiality obligations.

2.2 The Receiving Party shall not:

- Disclose Confidential Information to any unauthorized third party.
- Copy, distribute, or reproduce Confidential Information without prior written consent.
- Reverse engineer, decompile, or create derivative works from any Confidential Information.

- Exploit Confidential Information for personal or commercial gain outside the Permitted Purpose.

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3. EXCLUSIONS FROM CONFIDENTIALITY OBLIGATIONS

The confidentiality obligations in Section 2 shall not apply to information that:

- Was lawfully in the Receiving Party's possession before disclosure.

- Is independently developed by the Receiving Party without reference to the Confidential Information.

- Becomes publicly available through no fault of the Receiving Party.

- Is disclosed pursuant to a valid court order or governmental request, provided that the Receiving Party notifies the Disclosing Party before disclosure.

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4. DATA PROTECTION & SECURITY MEASURES

4.1 **Data Handling**: The Receiving Party shall implement best-in-class data protection measures, including encryption, restricted access, and secure storage.
4.2 **Access Control**: Only Authorized Personnel shall have access to Confidential Information, and they must be subject to access logs and monitoring.
4.3 **Incident Reporting**: Any breach or suspected breach of Confidential Information must be reported to the Disclosing Party within 24 hours.
4.4 **Data Retention & Deletion**: The Receiving Party shall securely delete or return all Confidential Information upon the termination of the engagement.

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5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Confidential Information and intellectual property remain the sole property of the Disclosing Party and its corporate clients.
5.2 The Receiving Party acknowledges that this Agreement does not grant any rights, title, or ownership in any Confidential Information.
5.3 Any derivative work, enhancement, or modification to the Confidential Information shall remain the exclusive property of the Disclosing Party.

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6. NON-COMPETITION & NON-SOLICITATION

6.1 **Non-Competition**: The Receiving Party shall not engage in any competing business activities using the Confidential Information for a period of [Insert Duration] after termination of this Agreement.
6.2 **Non-Solicitation**: The Receiving Party shall not directly or indirectly solicit employees, clients, or partners of the Disclosing Party for a period of [Insert Duration].

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7. TERM & TERMINATION

7.1 **Duration**: This Agreement shall remain in effect for [Insert Duration] from the Effective Date unless terminated earlier.

7.2 **Termination**: Either Party may terminate this Agreement with written notice. However, confidentiality obligations shall survive termination for a period of [Insert Duration].

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8. INDEMNIFICATION & LIABILITY

8.1 The Receiving Party shall indemnify and hold harmless the Disclosing Party against any losses, damages, or claims resulting from a breach of this Agreement.

8.2 The Disclosing Party shall not be liable for any incidental or consequential damages arising from disclosure under this Agreement.

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9. DISPUTE RESOLUTION & GOVERNING LAW

9.1 **Dispute Resolution**: Any disputes arising under this Agreement shall first be resolved amicably through negotiations. If unresolved, the dispute shall be settled through arbitration under the Indian Arbitration and Conciliation Act, 1996.

9.2 **Governing Law**: This Agreement shall be governed by and construed under the laws of India, with Chennai, Tamil Nadu, as the exclusive jurisdiction.

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10. GENERAL PROVISIONS

10.1 **Amendments**: No modification or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

10.2 **Severability**: If any provision is found unenforceable, the remaining provisions shall continue in full force and effect.

10.3 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties regarding Confidential Information and supersedes all prior agreements.

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11. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:
QAF LAB INDIA (QLI)
Authorized Signatory: _____
Designation: _____
Date: _____

RECEIVING PARTY:
[Insert Company Name]
Authorized Signatory: _____
Designation: _____
Date: _____