



NON-DISCLOSURE AGREEMENT

between

Airbus Group India Private Limited

and

**Centre for Nanoscience and Nanotechnology (CNSNT)
Sathyabama Institute of Science & Technology**

NDA Reference: CT1803481



This Non-Disclosure Agreement shall be effective from June 13th, 2018 (the "**NDA**")
BETWEEN

AIRBUS GROUP INDIA PRIVATE LIMITED, a company registered under the Indian Company Act, having a registered office at No.4, Xylem, Plot NO. 4 & 4A, Dyavasandra Industrial Area, Mahadevapura Post, Whitefield Road, Bangalore 560048, acting in its own name and in the name and on behalf of the Airbus Companies (as defined hereafter).

(hereinafter referred to as "**Airbus Group India**"),

represented by Dr Srinivasan Dwarakanath acting in the capacity of President, Airbus Division in India.

AND

SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY, an educational institute incorporated Under Section (3) of the UGC Act, 1956, a Deemed University registered under laws of India, registered under the University Grants Commission (6-5/2001 (CPP I, dated: 15-11-2001), whose registered address is at Jeppiaar Nagar, Rajiv Gandhi Road, Chennai 600119, Tamilnadu, India, and hereinafter referred to as the "**SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY**",

represented by Dr.Mariazeena Johnson, acting in the capacity of Pro Chancellor, Sathyabama Institute of Science & Technology in India.

each a "**Party**" and together the "**Parties**".

WHEREAS:

(A). Airbus Group India wishes to engage the Institute in Material Specimen Testing related to testing of Metallic and Composite Materials (coupon level)

(hereafter referred to as the "**Purpose**").

(B). The Parties may exchange between them and with Associated Parties or/and have access to various proprietary, confidential and sensitive commercial or technical information or Policies of Airbus Group India or Airbus Group Companies related to the Purpose.

In order to protect such Confidential Information, the Parties have decided to enter into this NDA. For avoidance of doubt and in consideration for their participation in the Purpose, the Airbus Group Companies shall not be deemed to be third parties and any such information may freely circulate among them.

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NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this NDA and unless otherwise defined herein, the following terms singular or plural shall have the meanings set out below:

"Airbus Group Activities" means any activities to be undertaken by Airbus Group SE and/or any of the Airbus Group Companies in relation to the Airbus Group strategy, including but not limited to the conduct of financial and/or industrial analysis, the definition of procurement strategy, the completion of suppliers' performance and competitiveness assessment.

"Airbus Group Companies" means one (1) or more of the Airbus Group Companies listed in Exhibit 3 to this NDA as may be updated from time to time at the sole discretion of Airbus, or its or their designated proxy and its or their direct or subsequent successors;

"Airbus Group SE" means Airbus Group Societas Europaea, a European public limited-liability company registered in the Netherlands, having its registered office at Mendelweg 30, 2333 CS Leiden, The Netherlands, registered at the Dutch Commercial Register (Handelsregister) under the number 24288945;

"Associated Parties" means any direct or indirect sub-contractor or supplier or any third party of the Institute with whom Confidential Information may be exchanged pursuant to the terms of this NDA and:

- (a) who has a demonstrable need to know to perform their tasks within the framework of the Purpose and has been duly approved by Airbus Group India; and
- (b) who has signed a Letter of Adherence in accordance with the provisions of Article 3 hereof; and
- (c) whose name is listed in Exhibit 2 "List of the Institute's Associated Parties" attached hereto;

"Confidential Information" means any proprietary, confidential and sensitive commercial or technical information including but not limited to documents related to policies and procedures, disclosed by the Disclosing Party to the Receiving Party in relation to or in any way connected with the Purpose and which:

- (a) Is in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents and items and any information, on any medium whatsoever) and marked on its face as "Proprietary" and/or "Confidential" or with some other similar marking; or

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(b) Is communicated orally and is stated to be Confidential Information in writing at the time of disclosure or within thirty (30) days thereafter; or
(c) Belongs to third parties (excluding Airbus Companies) not bound by this NDA, and the ownership of which is disclosed to the Receiving Party by the Disclosing Party;

"Disclosing Party" means the Party and/or Associated Party disclosing the Confidential Information hereunder;

"Employees" means the employees, directors, officers, students, research associates and agents of the Receiving Party;

"Institute" means an academic institute incorporated by or under a central legislation, a provincial legislation or a state legislation and is recognized by a commission in accordance with the regulations made under the legislations.

"Letter of Adherence" means the standard form document attached hereto as Exhibit 1 "Letter of Adherence to the Non-Disclosure Agreement";

"Parties" means the Institute, Airbus Group India, and the Airbus Group Companies and "Party" shall be construed accordingly;

"Receiving Party" means the Party and/or Associated Party receiving the Confidential Information hereunder.

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2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 In consideration of receipt of Confidential Information from the Disclosing Party, the Receiving Party shall:

- (a) Treat all Confidential Information received from the Disclosing Party as proprietary and confidential and, unless expressly authorized in writing to do so by the Disclosing Party (such consent not to be unreasonably withheld or delayed), shall not disclose any Confidential Information to third parties (except as provided herein) and shall only use such Confidential Information for purposes relating to the Purpose.;
- (b) Only disseminate Confidential Information to Employees to the extent that such Employees have a demonstrable need to know the same in order to carry out their tasks in relation to the Purpose;
- (c) Ensure that all Employees who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this NDA;
- (d) Promptly notify the Disclosing Party if it becomes aware of a breach of any provision of this NDA by any of its Employees and take all necessary measures to ensure that disclosures in breach of this NDA cease immediately;
- (e) Except as authorized in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the performance of the Purpose;
- (f) Protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;
- (g) Not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;
- (h) Not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody any Confidential Information that is provided to the Receiving Party.

2.2 Any Airbus Group proprietary or confidential information received by the Institute via a third party, who is working on behalf of any Airbus Group Company, shall be treated as Confidential Information governed by the terms of this NDA.

2.3 Upon termination, expiration and/or written request of the Disclosing Party, promptly destroy and certify the destruction of or promptly return to the Disclosing Party part or all of the disclosed Confidential Information and all copies thereof, except when the Receiving Party is required to keep one copy of documents disclosed by the Disclosing Party for the purpose of complying with any applicable statutory and/or regulatory requirements.

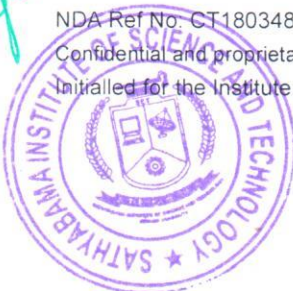
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3. DISCLOSURE TO ASSOCIATED PARTIES

3.1 The Institute shall make any prospective Associated Party aware of the provisions of this NDA in advance of agreeing such status. The Institute shall ensure that the Associated Party status is conferred solely by virtue of both the execution of a Letter of Adherence strictly in the agreed form specified in Exhibit 1 ("Letter of Adherence to the Non-Disclosure Agreement" and the insertion of the Associated Party into the list attached in Exhibit 2 ("List of the Institute's Associated Parties"), the Letter of Adherence and the updated list becoming part of the NDA by way of an amendment to this NDA.

3.2 The Institute shall only disseminate Confidential Information to Associated Parties to the extent that such Associated Parties have a demonstrable need to know the same in order to carry out their tasks in relation to the Purpose.

4. OTHER DISCLOSURES OF CONFIDENTIAL INFORMATION

4.1 The Parties and/or Associated Parties shall ensure and take all necessary measures to ensure that their respective Employees who have access, in any way whatsoever (whether by their physical presence in the other Party's, Associated Party's or Airbus Group Companies' premises or by computer network or link or in any other way), to Confidential Information and/or confidential information not related to the Purpose, shall treat such information as Confidential Information pursuant to the terms hereof.

4.2 Airbus Group India or any Airbus Group Company may disclose Confidential Information received from the Institute and/or Associated Party to other companies directly participating in the Aircraft Programme provided that such other companies (i) have an absolute need to know such Confidential Information for the purpose of performing their tasks with respect to the Purpose; and (ii) have entered with Airbus Group India or the relevant Airbus Group Company into a confidentiality and non-disclosure agreement which is substantially in the same form as this NDA.

4.3 For the avoidance of doubt Airbus Group India warrants that it is authorized to act for and on behalf of Airbus Group Companies, which shall be bound by the terms and conditions of this NDA as if they were parties. Any Confidential Information disclosed by or to the Airbus Group Companies in relation to the Purpose shall therefore be subject to this NDA.

4.4 Either Party may disclose Confidential Information received from the other Party /or Associated Party to lawyers, attorneys, accountants, auditors or insurers to enable them to perform their services.

4.5 Airbus Group India or any Airbus Group Company may disclose Confidential Information received from the Institute and/or Associated Party to service providers which (i) have an absolute need to know such Confidential Information for the purpose of performing their services for Airbus Group India or any Airbus Group Company and (ii) have entered with Airbus Group India or the relevant Airbus Group Company into a confidentiality and non-disclosure agreement which is substantially in the same form as this NDA.

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5. LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY

5.1 The obligations contained in Article 2 above shall not apply to Confidential Information:

- (a) Which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure other than through a breach of this NDA; or
- (b) For which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and in good faith obtained thereafter by the Receiving Party from a third party, subject however to Article 2.2 above;
- (c) For which the Receiving Party can provide documentary proof that it was independently developed by the Receiving Party without prior knowledge of any Confidential Information obtained from the Disclosing Party; or
- (d) Which has to be disclosed by reason of a governmental or judicial order or applicable law. In such a case, the Party having received such an order or being subject to such applicable law shall inform the Disclosing Party of its obligation to disclose Confidential Information, if possible, prior to such disclosure. If the Disclosing Party wishes to challenge such order or applicable law, the Receiving Party shall assist it in doing so; or
- (e) Which is further disclosed by the Receiving Party in confidence to any third party with the prior written consent of the Disclosing Party.

6. PROPRIETARY RIGHTS

Neither the disclosure pursuant to this NDA of Confidential Information nor anything contained in this NDA shall be construed as expressly or implicitly granting a licence or any right to use to the Receiving Party in respect of any intellectual property belonging to and/or disclosed by the Disclosing Party.

7. PROVISIONS IN CASE OF BREACH

7.1 Termination

- (a) If the Receiving Party has committed a breach of any provision of this NDA, the Disclosing Party shall have the right to terminate forthwith this NDA by written notice thereof and without prejudice to any other right, claim or remedy it may have at law or in contract.
- (b) With regard to Airbus Group India, the right of termination specified in Article 7.1 (a) above may arise from a breach of the NDA by the Institute or any Associated Party. With regard to the Institute, such right of termination may arise from a breach of this NDA by Airbus Group India in respect of its obligations to the Institute or to any Associated Party.

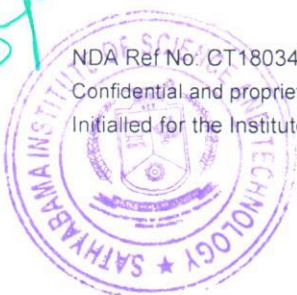
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7.2 Indemnity

- (a) The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party from and against all damages, losses, claims, liabilities, costs and expenses which the Disclosing Party may incur or sustain as a result of a breach of any provision of this NDA by the Receiving Party or by any of its Employees.
- (b) Each Party agrees that damages may not be a sufficient remedy for any breach of this NDA and that the Parties are entitled to pursue other remedies available at law, including but not limited to injunctive relief and specific performance.

8. WAIVER

The Receiving Party agrees that a failure or any delay by the Disclosing Party in exercising any right or remedy under this NDA shall not operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this NDA shall be cumulative and not exclusive of any rights or remedies provided by law.

9. DURATION OF THIS NDA

9.1 This NDA shall have effect as of the date first written above and shall continue for a period of Ten (10) Years, unless expressly replaced and superseded by another confidentiality and non-disclosure agreement made between the Parties in relation to the Purpose.

9.2 In the event that the Institute is awarded a contract in relation to the Purpose, the Parties agree that the duration of this NDA shall be automatically extended to align with the duration of the contract, without the requirement for a formal amendment to this NDA.

9.3 The confidentiality obligations contained in this NDA shall remain binding upon the Parties for Five (5) Years from the date of expiry of this NDA notwithstanding any termination or expiry of this NDA prior to the end of such period.

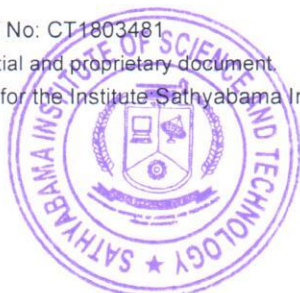
9.4 After the period set out in Article 9.3, the confidentiality obligations contained in this NDA shall cease to be binding, except

- (i) for any Confidential Information received from a third party and disclosed by the Disclosing Party to the Receiving Party during the term of this NDA with notice at the time of disclosure that the Disclosing Party's rights in, and the Receiving Party's obligations with respect to, such Confidential Information shall not cease after the period referred to above.
- (ii) Drawings and documents furnished by either Party to the other Party and relating to then existing [commercial aircraft models (or equipments or parts thereof)] of the Disclosing Party and derivatives thereof, which rights and obligations shall not cease as long as such [model aircraft or derivative] thereof is in service.

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10. MISCELLANEOUS

10.1 The Institute and the Associated Party shall not publicly release any information relating to this NDA and any associated discussions without the prior written consent of Airbus Group India.

10.2 Notwithstanding any provision contained herein, this NDA shall not be construed as imposing on any Party and/or Associated Party an obligation to provide or disclose any information (including Confidential Information).

10.3 Each Party and Associated Party shall bear its own expenses incurred in relation to this NDA.

10.4 Any Confidential Information provided under this NDA (including but not limited to when incorporated into an item, software, technology, service or any other deliverable) may be subject to export laws and regulations, which may include United States of America export laws and regulations, and the Parties acknowledge that diversion contrary to such export regulations is prohibited. Any export, transfer or use of such Confidential Information shall be made in compliance with the relevant export control laws and regulations.

10.5 The invalidity, illegality or unenforceability of any provision of this NDA under any jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.

10.6 This NDA constitutes the entire and only agreement between the Parties with respect to the subject matter and shall therefore be the only document applicable to the exchange of Confidential Information with respect to the Parties, notwithstanding any prior agreement to the contrary.

10.7 Any amendments to this NDA, including the addition of Associated Parties, shall only be effective when in writing and signed by both the Institute and Airbus Group India.

11. GOVERNING LAW AND ARBITRATION

11.1 This NDA shall be governed by and construed in accordance with the laws of India.

11.2 In the event of any dispute arising out of or in connection with the subject matter of this NDA, the Parties shall first endeavour to resolve such dispute amicably within thirty (30) days after the date of the notification by one Party of such dispute to the other Party. Should the Parties fail to do so, then such dispute shall be determined and settled by arbitration under the current Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three (3). The place of arbitration shall be Bangalore, India. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties.

11.3 Notwithstanding article 12.3, a Party or an Associated Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Confidential Information.

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12. ASSIGNMENT

12.1 Neither Party shall assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

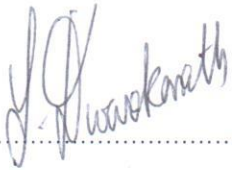
12.2 An Associated Party shall not assign or transfer any of its rights or obligations under this NDA without the prior written consent of Airbus Group India and the Institute, such consent not to be unreasonably withheld or delayed.

12.3 Notwithstanding the above, nothing in this Article 13 shall preclude an assignment of this NDA by Airbus Group India, upon notice in writing to the other Party and, where applicable, an Associated Party, to a company controlled, directly or indirectly by, or under direct or indirect common control with, Airbus Group India and/or an assignment by Airbus Group India to its parent company Airbus Group SE.

IN WITNESS WHEREOF the Parties have executed this NDA in two (2) original copies.

AIRBUS GROUP INDIA PRIVATE LIMITED

acting in its own name and in the name and on behalf of the Airbus Group Companies

Signature: 

Name: Dr. Srinivasan Dwarakanath

Title: President, Airbus Division in India

Date:

Signature: 

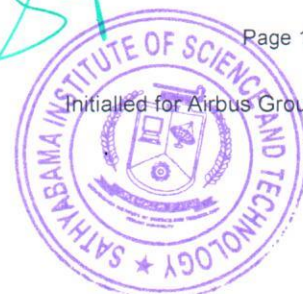
Name: [VIKAS SHARMA]



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Title: [HEAD - GENERAL PROCUREMENT]

Date: 3rd Sep 2018

SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY

Signature: 

Name: Dr. T.SASIPRABA

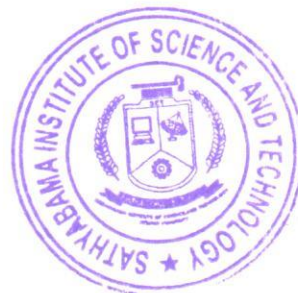
Title: Pro Vice Chancellor, Sathyabama Institute of Science & Technology

Date: 13th June, 2018

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EXHIBIT 1

LETTER OF ADHERENCE TO THE NON-DISCLOSURE AGREEMENT

WHEREAS:

- (i) Airbus Group India., acting for itself and for and on behalf of the Airbus Companies, and Centre for Nanoscience and Nanotechnology (CNSNT) (the "Institute") entered into a Non-Disclosure Agreement ("NDA") on .
- (ii) Any and all capitalized terms and expressions used in this Letter of Adherence shall have the meaning set forth in the NDA.
- (iii) In accordance with Article 3 of the NDA, the Institute may disclose Confidential Information to its Associated Parties, provided that in each case such Associated Parties have signed a Letter of Adherence to the NDA.
- (iv) The Institute wishes to grant Associated Party status to **SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY**, Under Section (3) of the UGC Act, 1956, a Deemed University duly existing under the laws of India, having its registered office at Jeppiaar Nagar, Rajiv Gandhi Road, Chennai 600119, Tamilnadu, India with registered number University Grants Commission (6-5/2001 (CPP I, dated: 15-11-2001) (the "Associated Party").

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Adherence:**

- (a) The Associated Party hereby declares that it has received a copy of the NDA and has read and understood such document; and
- (b) The Associated Party hereby adheres to the NDA and in so doing agrees to comply with the provisions thereof; and
- (c) By virtue of its adherence to the NDA, the Associated Party hereby becomes an Associated Party of the Institute in accordance with the provisions of such NDA and therefore, the Associated Party may receive and disclose Confidential Information with the Institute and/or to Airbus in connection with the Purpose; and
- (d) Notwithstanding the foregoing, nothing in this Letter of Adherence shall be construed as granting to the Associated Party a right to exchange or disclose Confidential Information belonging to Airbus Group India and Airbus Group Companies, or any of them, with any third party other than the Institute except as may be the subject of a written authorization to the Institute by the party owning such Confidential Information.

2. **Applicable Law:** This Letter of Adherence shall be governed by and construed in all respects in accordance with the laws of Karnataka, India.

3. **Arbitration:** Any dispute between the Associated Party and any Party to the NDA shall be settled according to the provisions of Article 11 of the NDA.

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4. **Effective Date:** This Letter of Adherence shall become effective on the date of signature hereof as written below.

IN WITNESS WHEREOF this Letter of Adherence is hereby executed in three (3) original copies for and on behalf of:

[Associated Party Name: SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY]

Signature: 

Name: Dr. T. SASIPRABA

Title: Pro Vice Chancellor, Sathyabama Institute of Science & Technology

Date: 13th June, 2018



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EXHIBIT 2

LIST OF THE INSTITUTE'S ASSOCIATED PARTIES

1. SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY

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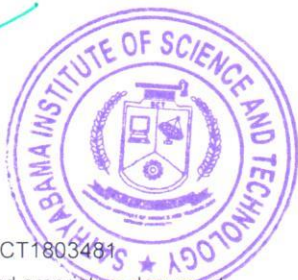


EXHIBIT 3

LIST OF THE AIRBUS GROUP COMPANIES

AIRBUS

- Airbus SAS
- Airbus Operations SAS
- Airbus Operations GmbH
- Airbus Operations SL
- Airbus Operations Limited
- AD Grundstücksgesellschaft mbH & Co. KG

AIRBUS HELICOPTERS

- Airbus Helicopters Deutschland GmbH
- Airbus Helicopters Espana SA
- Airbus Helicopters SAS
- AHD Deutschland Real Estate GmbH & Co. KG

AIRBUS DEFENCE AND SPACE

Former Airbus entities

- Airbus Military SL / Airbus Military France SAS

Former Astrium entities

- Airbus DS GmbH
- Astrium Services GmbH
- Infoterra GmbH
- Airbus Defence and Space Ltd
- Astrium Services UK Limited
- Infoterra Ltd
- Airbus Defence and Space SAS
- Spot Image

Former Cassidian entities

- Airbus Defence and Space GmbH
- Airbus DS SAS
- Airbus DS Ltd
- Airbus Defence and Space SA (Unit: Cassidian Spain)
- Cyber Security GmbH
- Cassidian Communications GmbH
- Cassidian Real Estate Manching GmbH & Co. KG
- Cassidian Real Estate Ulm/Unterschleißheim GmbH & Co. KG

Former EADS entities

- Airbus Defence and Space SA – Unit: Military Transport Activities

AIRBUS GROUP

- EADS CASA France
- Airbus Defence and Space GmbH/HQ functions incl. Airbus Group Innovations
- Airbus Group Real Estate Taufkirchen GmbH & Co. KG
- Airbus Group Real Estate GmbH
- Airbus Group Finance B.V.

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- Airbus Group SAS
- Airbus Group SE
- Airbus Group Aeroassurances
- Airbus Group Insurance Risk Management GmbH
- AirbusGroup Limited
- Dornier GmbH
- Real Estate Dornier GmbH & Co KG
- Airbus Defence and Space SA

PREMIUM AEROTEC

- Premium Aerotec GmbH



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