

SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of _____, 2014 at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at A-254, Veera Tower, Bhisham Pitamah Marg, Defence Colony, New Delhi – 110024 hereinafter referred to as "BIRAC" (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND
_____, having its registered office at _____, hereinafter referred to as the "Empanelled Firm" (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as "Parties";

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

1. INTERPRETATION

- i. Confidential Information: "Confidential Information" means all information (whether in oral, written or electronic form) relating to BIRAC, matters related to BIRAC's corporate affairs, minutes of the meeting(s) or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
- ii. Words importing the singular numbers shall include the plural number and vice versa.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

2. TERMS OF EMPANELMENT

- i. The Empanelled Firm shall be entitled to the fees and reimbursement for all pre-approved expenses incurred in the performance of the Duties, upon submission and approval of written statements and/or receipts in accordance with the then regular procedures of the BIRAC.
- ii. The Advertising agency shall be empanelled for a period of two (2) years extendable further on mutually agreed terms and conditions from the date of execution of the present agreement.

- iii. BIRAC reserves the right to assign the tasks to any of the empanelled agency. BIRAC also reserves the right to award the work to any other agency, not necessarily empanelled with BIRAC.
- iv. This empanelment does not constitute and will not be deemed to constitute and exclusive commitment/ arrangement between BIRAC and the Empanelled Agency.

3. RESPONSIBILITIES OF THE EMPANELLED AGENCY

The Empanelled Firm shall;

- i. discharge its duties, responsibilities and execute its activities in furtherance of the scope of work as given in Annexure-1.
- ii. be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
- iii. undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- iv. comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India and BIRAC while performing the services.
- v. take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- vi. comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- vii. practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.

4. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Agreement for any purpose other than in accordance with this Agreement. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities.

5. RETURN OF MATERIALS

Upon the conclusion of the task the Empanelled Firm undertakes to return or destroy materials containing Confidential Information in physical form handed over by the BIRAC in relation to the services or which was generated by the Empanelled Firm in the course of providing the services.

6. EARLY TERMINATION OF THE TERM

This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the agreement if the Empanelled Firm voluntarily ceases performing the Duties or “for cause”, in case of any material breach of the terms agreed to. Any termination “For Cause” shall be made in good faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations to maintain confidentiality. The financial liability shall

cease as of such termination date. Upon termination the Empanelled Firm shall return all Confidential Information, as hereinafter defined, and copies thereof.

7. WAIVER AND ASSIGNMENT

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Empanelled Firm shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

8. EFFECT OF THIS AGREEMENT

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task or till such time the confidential information falls into the public domain whichever is earlier.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

9. DISPUTE RESOLUTION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

10. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

11. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India applicable to contracts executed and wholly performed within such jurisdiction.

13. AMENDMENTS OR WAIVER

No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

14. NO OTHER RELATIONSHIP

The Empanelled Firm agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Signed

.....

.....

On behalf of the Empanelled Firm

On behalf of the BIRAC

Date.....

.....Date

DRAFT

Scope of Work (SoW)

The empanelled agency shall, as and when referred by BIRAC, render the following services on PAN India coverage basis:

- i. Newspaper advertising
- ii. Designing & Printing of Annual reports of BIRAC
- iii. Designing & Printing folder/brochures/pamphlets
- iv. Designing, Printing & Binding of in-house journals/newsletters and other related printing jobs.
- v. Publicity & branding work
- vi. Designing and installation for display in exhibitions/fairs/workshops and related work.
- vii. Hoardings & other outdoor advertisements
- viii. Event Management
- ix. Any other related work as required

DRAFT