

**Secrecy / Non-Disclosure Agreement**

**1. General**

- a) As an Academician/Research Associate of the CAG of India/India Audit and Accounts Department and in consideration of the remuneration now and hereafter paid to me, I shall devote all my efforts to furthering the best interest of the CAG of India. During the subsistence of my tenure in the O/o the CAG, I will not engage in any activity that:
- “Conflicts with the CAG of India’ interest as a Legal Entity, including without limitation, any business activity not contemplated by this agreement”.

**2. Non-Disclosure Clause:-**

- a) That I do hereby recognize and understand that all confidential and / or proprietary information, in any media like print, electronic, etc., belonging to and /or in possession of CAG of India, which is received, accessed, and /or used by me during the course of my engagement with CAG of India, shall not be shared with or given access to any entity by me, including the media.
- b) All obligations regarding prevention of disclosure of confidential information and obligations to provide notice under this Agreement shall be effective for the currency of the main Agreement and also for an indefinite period from the date of its expiration or termination, as the case may be.

**3. Absolute ownership:**

- a) That I do hereby recognize and understand that the Comptroller and Auditor General of India is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, business information of Indian Audit & Accounts Department, including without limitation, concepts, techniques, processes, methods, clients, cost data, development or experimental work, work in progress, customers and suppliers internet websites or e-commerce solutions, books etc., used by me in the course or my engagement in office of Comptroller & Auditor General of India.
- b) I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same.

- c) The CAG of India shall be sole owner of any Intellectual Property rights developed during the subsistence of this Agreement. I hereby waive and relinquish all claims of any nature whatsoever that I now or hereafter may have for infringement of any Trade Mark, Copy right and Patent resulting from the subsisting activities for any inventions so assigned to CAG of India.

#### **4. Breach of Contract:**

I acknowledge that any violation by me under this declaration / agreement, and / or any obligation of like nature, will cause irreparable damage to CAG of India, and CAG of India shall be entitled to extraordinary relief in any court of India, including, my expulsion from Office of CAG of India with no leaving /character certificate, blacklisting from participating in any CAG of India or related activities, withholding of any pending remuneration, appropriate legal action, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of submitting bond of security.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year).

Name of Academician/Research Associate:

Signature.