**NON- DISCLOSURE AGREEMENT**

The Non- disclosure agreement (the "**Agreement**") is made on 27 July 2021 between \_\_\_\_\_\_\_\_\_\_\_\_ ("Disclosing Party") who is arrested under sections \_\_\_\_ of Indian Penal Code,1860.

AND

The Advocate \_\_\_\_\_\_\_\_ ("receiving party") who is the counsel for the defendant in the case of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( AIR 2020 SC 455). The disclosing party and the receiving party shall be hereinafter be referred to as \_\_\_\_ and \_\_\_\_\_respectively. The parties enter into an agreement to prevent the disclosure of any sensitive information by the \_\_\_\_\_\_, she receives during the course of her duty. Therefore, the parties agree as follows;

1. "**Confidential Information**" for the purpose of this agreement, the confidential information shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, or by inspection of tangible like documents, media etc. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. "**Confidentiality**": The term of confidentiality is for an indefinite period and \_\_\_\_ is never allowed to reveal any information that is not in the public domain and which she has received in lieu of her position as the defending counsel of \_\_\_\_\_\_.
3. **Parties clause**: Any confidential information received by \_\_\_\_\_, shall be deemed to be known to the employees of \_\_\_\_\_\_ and they will be held to be equally bound by the terms of this Agreement. (Section 127 of Indian Evidence Act)
4. **Use of Confidential Information**:
	1. \_\_\_ can use the information received, to defend \_\_\_\_ during trials. However, no information received can be used against him in Court proceedings.
	2. \_\_\_\_\_ is not allowed to divulge any information to the opposite party in the case that she receives during the course of her duty.

4.3 \_\_\_\_\_ is not allowed to use the information in anyway which favors the case of the opposite party.

5. **Exclusionary** : The Confidential information shall not include;

* Information that is already public knowledge.
* Information that is independently developed or discovered by the receiving party in the course of his employment in regard to any crime of fraud committed since the commencement of his employment (Section 126 of Indian Evidence Act)
* Any information made in furtherance of any Illegal Act. (Section 126 of Indian Evidence Act)
* Information that the disclosing party has already given the recipient consent to disclose.
* Any other information that both parties agree in writing is not confidential.
* If the party calls upon the Advocate or the receiving party to be a witness and Court and questions her on the subject matter.
1. **NDA Arbitration clause**: This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in \_\_\_, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be \_\_\_\_\_, India and the arbitration proceedings shall take place in the \_\_\_\_\_\_ language.
2. **Severability** The parties agree that if any portion of this agreement is held to be unenforceable or considered by Court to be invalid, then the said clause shall be struck down and the remaining provisions shall remain in force.
3. **Return of Confidential Information** received The receiving party shall return all papers, documents, recordings received in relation to the case, once all appeals are exhausted and the final decree of the Court is received.
4. In **case of termination** of contract of employment, a situation where the contract of employment between the Advocate and the client is frustrated, \_\_\_\_\_ shall not the have authority to reveal any information received during the period in which she was employed.
5. In case there is an escape of information the information is given to \_\_\_\_\_t in confidence, and it happens to escape out of her office, whether or not she has notice of it, she will be held liable and will be responsible for any damage that occurs due to the leak of information.
6. Strict Liability \_\_\_\_\_ will be held liable for any information, which is transferred by her employees, in the course of their employment. The liability will be governed by the principle of "Employer- Employee" relationship.
7. Non-Obstante clause Notwithstanding anything contained in clause 6, \_\_\_\_\_ is of the opinion that, the disclosure of certain information is beneficial to the case of \_\_\_\_\_\_, then any information revealed, shall not be held to be a breach of agreement. The act of good faith shall be determined by the Court of Appropriate jurisdiction. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_