



## Confidentiality and Non-Disclosure:

**2.1** Ideathon, Horizon-2020 (hereafter referred as **Receiving Party**) specifically agrees and covenants that

(i) it will safeguard and keep the **Confidential Information** and the **ideas/projects** of the participants strictly confidential, and it will not at any time prior to or after the engagement, in any fashion, form or manner, either directly or indirectly, divulge, transmit, allow access to, publish, disclose, distribute, communicate, or otherwise disseminate to any (third) party, person, firm or legal entity in any manner whatsoever;

(ii) it will not use any Confidential Information except as may be required to perform the services (like Distribution to Jury Members for Evaluation, Publication in case of winning)

(iii) it will not copy, reproduce or store in an unprotected retrieval system or data base the Confidential Information, UNLESS

(a) such information is in the public domain (otherwise than through the wrongful disclosure of any party), or

(b) the Receiving Party is requested by Government College of Engineering, Nagpur to disclose this particular information and Participating Party has given its consent in writing to a specific disclosure, its content, form and timing, or

(c) the Receiving Party is required by law (or any regulation having the force of law) or subpoena or legal process to disclose.

**2.2** Participating Party agrees to immediately inform Horizon-2020 of any (threatening) breach of the provisions of this Agreement and/or unauthorized use and/or (mandatory) disclosure of the Confidential Information by or through itself and/or any of its affiliated companies, whether pursuant to, or required by, applicable law, regulation or legal process, or otherwise.

**2.3** Receiving Party agrees to immediately inform Participating Party of any (access) keys, tokens or the like access means – if and when applicable - being lost or compromised.

**2.4** Receiving Party acknowledges that remedies at law may be inadequate to protect them against any breach of this Agreement and without prejudice to any other rights and remedies otherwise available to them, Receiving Party agrees to the granting of injunctive relief without proof of actual damages.

