

राजस्थान सरकार
निर्वाचन विभाग

क्रमांक: एफ.3(3)(2)रोल/निर्वा/11-एस.एस.आर.2018/2018/3375

जयपुर, दिनांक: 22/6/18

प्रेषक : मुख्य निर्वाचन अधिकारी
राजस्थान, जयपुर।

प्रेषिति : समस्त जिला निर्वाचन अधिकारी,
(कलक्टर्स) राजस्थान।

विषय : साईबर सिक्योरिटी बाबत।

महोदय,

विभाग के यह ध्यान में आया है कि राज्य में वर्तमान में कुछ निर्वाचक पंजीकरण अधिकारियों द्वारा अपने ईआरओ नेट के पासवर्ड कम्प्यूटर ऑपरेटर या सूचना सहायक को साझा कर उनके माध्यम से ईआरओ नेट में प्राप्त ऑनलाईन आवेदनों का निस्तारण करवा रहे हैं। उक्त प्रक्रिया उचित नहीं है, क्योंकि इससे उनके द्वारा साझा किये गये पासवर्ड के दुरुपयोग की संभावना से इन्कार नहीं किया जा सकता है। इस संबंध में मुख्य निर्वाचन अधिकारी महोदय की अध्यक्षता में दिनांक 11 जून, 2018 को हुई उच्चस्तरीय बैठक तथा तत्पश्चात दिनांक 13 जून, 2018 को चण्डीगढ़ में आयोग द्वारा आयोजित साईबर सिक्योरिटी वर्कशाप में हुई चर्चानुसार में निम्न निर्णय लिये गये हैं :-

1. भारत निर्वाचन आयोग द्वारा ईआरओ नेट के वर्जन-2 में सभी स्तर के यूजर के लिए पंजीकृत मोबाईल पर प्राप्त ओटीपी के आधार पर लॉगिन करने का प्रावधान कर दिया गया है। अतः समस्त जिला निर्वाचन अधिकारी एवं निर्वाचक पंजीकरण अधिकारी यह सुनिश्चित करेंगे कि संबंधित यूजर का मोबाईल नम्बर ही ईआरओ नेट के वर्जन-2 में पंजीकृत किया जाये तथा किसी भी अधिकारी/आपरेटर/कर्मचारी के स्थानांतरण/पदमुक्त होने पर नये अधिकारी/आपरेटर/कर्मचारी के मोबाईल नम्बर को ईआरओ नेट पर तत्काल अपडेट कराया जाना सुनिश्चित करे।
2. ईआरओ नेट में वर्तमान में निर्वाचक पंजीकरण अधिकारी, सहायक निर्वाचक पंजीकरण अधिकारी, पर्यवेक्षक एवं डाटा ऐन्ट्री आपरेटर के पासवर्ड सृजित हैं तथा उक्त प्रत्येक यूजर का अपना दायित्व निर्धारित है। अतः कोई भी यूजर अपने पासवर्ड को ना तो अन्य को शेयर करेगा ओर ना ही किसी अन्य यूजर के पासवर्ड का उपयोग कर उसके दायित्वों का निस्तारण करेगा।
3. राज्य की सभी विधानसभा निर्वाचन क्षेत्रों में ईआरओ नेट एवं ऑनलाइन ईआरएमएस सॉफ्टवेयर के लिए सृजित उक्त पासवर्डों को प्रत्येक सोमवार को प्रत्येक यूजर द्वारा परिवर्तित करना अनिवार्य होगा। जिससे लीक होने की स्थिति में उन पर नियंत्रण रखा जा सकेगा। नये/परिवर्तित पासवर्ड को सुरक्षित रूप से लिख कर रखा जाये जिससे उसके भूलने की सम्भवना नहीं रहे।
4. प्रत्येक निर्वाचक पंजीकरण अधिकारी अपने विधानसभा निर्वाचन क्षेत्र में ईआरओ नेट के माध्यम से स्वीकृत सभी आवेदनों का मिलान भौतिक रूप से प्राप्त आवेदनों एवं बीएलओ चैकलिस्ट से कराया जाना सुनिश्चित करेंगे जिससे अनाधिकृत रूप से प्राप्त/स्वीकृत किये गये आवेदनों पर नियंत्रण रखा जा सकेगा। उक्त कार्य के पर्यवेक्षण हेतु निर्वाचन शाखा के लिपिक को जिम्मेदारी दी जा सकती है कि वह भौतिक रूप से प्राप्त आवेदनों एवं ऑन लाईन स्वीकृत किये गये आवेदनों का प्रत्येक सप्ताह अंकमिलान किया जाना सुनिश्चित करें। अंक मिलान के दौरान यदि अनाधिकृत रूप से दर्ज किया आवेदन पाया जाता है तो उस पर तत्काल आवश्यक कार्यवाही की जावे।

5. उक्त कार्य के लिये कार्य में लिये जा रहे सभी कम्प्यूटरों पर लाईसेंस एन्टी वायरस सॉफ्टवेयर इन्स्टॉल होना सुनिश्चित किया जाये तथा इसे समय-समय पर अपडेट भी किया जाना सुनिश्चित करें। एक ही समय में एक कम्प्यूटर पर एक से अधिक एन्टी वायरस सॉफ्टवेयर एक साथ इन्स्टॉल नहीं किये जावें।
6. उक्त कार्य के कार्य में लिये जा रहे सभी कम्प्यूटरों पर ऑपरेटिंग सिस्टम का लाईसेंस वरजन ही कार्य में लिया जाये तथा इसे भी समय-समय पर अपडेट किया जाना सुनिश्चित किया जावे।
7. आयोग के निर्देशानुसार जिला स्तर पर मतदाता सूचियों का कम्प्यूटरीकरण एवं फोटोकापी के लिये अनुबंधित की गई फर्म से निर्धारित प्रारूप में "Non Disclosing Agreement" हस्ताक्षरित किया जाना सुनिश्चित करें। "Non Disclosing Agreement" का प्रारूप इन दिशा-निर्देशों के साथ अनुलग्नक-1 पर संलग्न है।
8. आयोग के निर्देशानुसार जिला निर्वाचन अधिकारी कार्यालय, निर्वाचक पंजीकरण अधिकारी कार्यालयों एवं सहायक निर्वाचक पंजीकरण अधिकारी कार्यालयों में संविदा पर रखे गये मैन विद मशीन आपरेटरों से भी निर्धारित प्रारूप में "Non Disclosing Agreement" हस्ताक्षरित किया जाना सुनिश्चित करें। "Non Disclosing Agreement" का प्रारूप इन दिशा-निर्देशों के साथ अनुलग्नक-1 पर संलग्न है।
9. जिला निर्वाचन अधिकारी कार्यालय, निर्वाचक पंजीकरण अधिकारी कार्यालयों एवं सहायक निर्वाचक पंजीकरण अधिकारी कार्यालयों में संविदा पर रखे गये मैन विद मशीन आपरेटरों एवं सूचना सहायक में से किसी की भी सेवाएं अनुबंधन समाप्त होने अथवा स्थानान्तरण होने पर संबंधित कम्प्यूटर, ऑनलाइन ईआरएमएस साफ्टवेयर, ईआरओ नेट सहित समस्त पोर्टल का पासवर्ड तत्काल परिवर्तित करना सुनिश्चित करें जिससे उक्त कर्मी द्वारा पुराने पासवर्ड का दुरुपयोग होने से रोका जा सके।
10. ऑनलाइन ईआरएमएस सिस्टम पर संबंधित निर्वाचक पंजीकरण अधिकारी के हस्ताक्षर समय-समय पर अपडेट किया जाना सुनिश्चित किया जावे जिससे मतदाताओं को जारी किए जाने वाले पीवीसी इपिक के पृष्ठ भाग में संबंधित निर्वाचक पंजीकरण अधिकारी के हस्ताक्षर सही मुद्रित हो।
11. प्रत्येक जिले में एक जिला-साईबर-सिक्योरिटी-आफिसर (DCySO) नियुक्त किया जावे जो कि संबंधित जिले में साईबर सिक्योरिटी के संबंध में समय-समय पर आयोग एवं विभाग द्वारा जारी किए जा रहे समस्त दिशा-निर्देशों की पालना सुनिश्चित करेंगे। आपके जिले के लिए नियुक्त किए गये उक्त जिला-साईबर-सिक्योरिटी-आफिसर के नाम, पदनाम, मोबाइल नम्बर एवं ईमेल की सूचना इस विभाग को 30 जून तक प्रेषित किया जाना सुनिश्चित करें।
12. सभी जिला निर्वाचन अधिकारी एवं निर्वाचक पंजीकरण अधिकारी यह भी सुनिश्चित करेंगे कि मतदाताओं से भौतिक रूप से प्राप्त समस्त आवेदनो एवं उनके साथ संलग्न प्राप्त समस्त दस्तावेजो को पूर्ण गोपनीयता व सुरक्षा के साथ सुरक्षित रखा जाये।

कृपया उक्त दिशा-निर्देश अपने जिले के सभी निर्वाचक पंजीकरण अधिकारियों, सहायक निर्वाचक पंजीकरण अधिकारियों एवं आपके जिले के ई.आर.ओ. नेट के नोडल अधिकारी (तकनीकी) एवं नोडल अधिकारी (प्रशासनिक) के ध्यान में लाते हुए इनकी शत-प्रतिशत पालना किया जाना सुनिश्चित करें।

संलग्न: उपरोक्तानुसार

भवदीय,

(विनायक पारीक)

उप मुख्य निर्वाचन अधिकारी,
राजस्थान, जयपुर।

ELECTION COMMISSION OF INDIA
Nirvachan Sadan, Ashoka Road, New Delhi-110001

No.485/2/CSI-CSA/CISO/2018

Dated: 21st June, 2018

To,

The Chief Electoral Officers of
All States and Union Territories.

Dy. CGO (IT)
S.O.
21/6/18
Encl. to 911 DE
21/6/18

Subject: **Cyber Security Measure for Official Emails - regarding.**

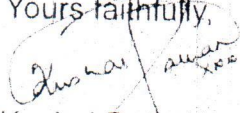
Sir/ Madam,

1. Under the extant policies of the GoI, officials email ID have been free of cost to all officials of both Central and State/UT Governments. Further, the GoI policy and Para 16.4 of the Cyber Security Regulations of the ECI mandate use of only official email for formal communication and correspondances.
2. As official email ID depict official character of the communication originated from them, the email ID are on the radar of cyber criminals. Any compromise of such email ID or failure to detect and report such compromise may result in its misuse for sending malicious emails thereby setting a chain of compromised emails.
3. In view of the above, CEOs are requested to issue following directions to users of official email IDs in their respective jurisdiction to:-
 - (a) Regularly check their official emails. The mobile number should be kept updated in the email accounts as NIC uses the mapped mobile number to intimate the official user about any suspected breach of their email accounts.
 - (b) Use a strong password for official email IDs and the password must not be shared with anyone to preclude misuse of official email ID.
 - (c) Use 'auto-reply' feature of the official emails in case the official is not likely to check his/ her email on account of the user being away on leave etc.,
 - (d) Get his/ her official email account disabled in case use of the email ID is not envisaged in future on account of retirement etc.

(e) Strictly comply with the E-mail Usage Policy of GoI which is available at <http://www.deity.gov.in/content/policiesguidelines/>

4. Forwarded for information and issuance of necessary directions to the concerned staff.

Yours faithfully,


(Dr. Kushal Pathak)
CISO

Copy to:-

Officials of ECI: As per Standard Distribution

FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(TO BE SIGNED BY FIRMS/ MANPOWER ENGAGED BY USER ORGANISATIONS)

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at _____ on this the _____ day of _____, 2018 (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

The <<insert office name>> acting through his duly authorized representative <<insert designation>>, having its official headquarters at _____ (hereinafter referred to as <<ECI/ CEO; as applicable>>) party of the First Part;

AND

<< name of the vendor >>, a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [_____]] with its [registered/corporate/head office] situated at [_____] and acting through its authorized representative [Name of the representative] _____, contracted for the purpose of _____ vide contract/ MoU reference _____ dated _____ OR

<< name of the contractual employee >>, S/O _____ having Aadhaar No. _____ resident of _____, contracted as _____ <<insert job role>> for the period from _____ to _____ vide contract/ offer letter No. _____ dated _____ (delete the non applicable part)

(hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

ECI/ CEO and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties".

Whereas:

- 1. ECI/ CEO has engaged the Recipient for << insert the services to be provided by the Recipient >> ("Services").

[N.B.: Details of different types of services depending on the tracks.]

- 2. The Recipient had represented to ECI/ CEO that it has the requisite professional and technical skills to provide the Services.
- 3. The Recipient shall be involved in provision of the Services to ECI/ CEO and shall therefore have access to certain information, documents, etc. provided by ECI/ CEO or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.
- 4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/information from the ECI/ CEO to the Recipient. The Recipient agrees that any information disclosed to the Recipient by ECI/ CEO or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of ECI/ CEO.

- 5. ECI/ CEO and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) shall only with prior and

express written permission of the ECI/ CEO and that the Recipient shall execute a separate Confidentiality and Non-Disclosure Agreement with the firm/ all the employees involved in the sub-contracted delivery of Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

Confidential Information

- 6. "Confidential Information" shall mean all confidential and proprietary information of ECI/ CEO which includes but is not limited to:
 - 6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/ CEO.
 - 6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI/ CEO.
 - 6.3 all other information and material of ECI/ CEO relating to method of development/deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI/ CEO, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
 - 6.4 Any other confidential and proprietary material and information, disclosed by ECI/ CEO in relation to this Agreement

NON DISCLOSURE AGREEMENT

whether orally or in writing; provided that with regard to any information shared orally by ECI/ CEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.

6.5 Any other information provided by ECI/ CEO to the Recipient or procured by the Recipient from ECI/ CEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential"/"Restricted" etc. or not by ECI/ CEO; or even if the same is unclassified.

Unless otherwise specified by ECI/ CEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI/ CEO at the time of receipt of such information; or

7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI/ CEO; or

7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI/ CEO prompt notice

NON DISCLOSURE AGREEMENT

and assists ECI/ CEO, at ECI/ CEO's expense, in obtaining an applicable protective order.

Non-Disclosure Covenant

8 Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI/ CEO by way of non-disclosure pursuant to this Agreement, the Recipient shall:-

8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the Information; and/or

8.3.3 come under the purview of this Agreement by virtue of the Recipient's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI/ CEO

after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI/ CEO or the Government of India including but not limited to those mentioned herein below: -

- 9.1 make any sketch, plan, model, or note using the Information provided by ECI/ CEO which might be, directly or indirectly, useful to any third party;
- 9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI/ CEO.

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

- 10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI/ CEO; or
- 10.2 use the Information provided by ECI/ CEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI/ CEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI/ CEO.

Other Obligations of the Recipient

11. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI/ CEO and without limitation of the foregoing, the Recipient agrees not to do the following:-

- 11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
- 11.2 Take any other action which may lead to breach of the confidential and proprietary nature of such Confidential Information provided by ECI/ CEO.

12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

13. The Recipient acknowledges that such Confidential Information provided by ECI/ CEO shall remain the property of ECI/ CEO and

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that the disclosure and/or provision of Confidential Information by ECI/ CEO is solely for the purposes as stipulated by ECI/ CEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI/ CEO.

14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI/ CEO that is or may be revealed to him by ECI/ CEO unless specifically authorized to do so in writing by ECI/ CEO.

15. The Recipient acknowledges that any and all the Confidential Information that may be disclosed by ECI/ CEO under this Agreement is the valuable property of ECI/ CEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI/ CEO will cause ECI/ CEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI/ CEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI/ CEO, then ECI/ CEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement.

16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI/ CEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components

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which and might form part of Confidential Information and might be disclosed.

17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI/ CEO. However, the said permission of ECI/ CEO may be subject to:

17.1 For services – include terms which restrict the deployment of the same personnel who are working on ECI/ CEO project with any other organization without permission of ECI/ CEO during engagement with ECI/ CEO.

17.2 For products – The configuration, deployment details, etc of the products provided by the Recipient to ECI/ CEO shall not be discussed by the Recipient with any third party.

Penalty

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI/ CEO shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI/ CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by ECI/ CEO of the right to prosecute the Recipient for any statutory violation.

Miscellaneous

19. Interpretation: The interpretation of ECI/ CEO with respect to the provisions of this Agreement shall be accepted by the Recipient

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and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanism of redressal at ECI/ CEO has been exhausted.

20. **Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.
21. **Indemnification:** The Recipient agrees to indemnify and hold ECI/ CEO harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against ECI/ CEO due to any breach, non-observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.
22. **Amendments:** The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
23. **Severability:** If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.
24. **Waiver:** The non-exercise of or delay in exercising any power or right by ECI/ CEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.
25. **Relationship between the Parties:** Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the

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other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

Notices

26. Every notice, demand or other communication under this Agreement shall:
 - 26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.
 - 26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
 - 26.3 Be deemed to have been received:
 - 26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
 - 26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and
 - 26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to
 - 26.3.4 Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
 - 26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;
27. **Governing Law and Jurisdiction:** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all

