



**GMDC**  
Gujarat Mineral  
Development  
Corporation Ltd.  
(A Government of Gujarat Enterprise)

# RARE EARTHS

## INVITATION FOR GLOBAL PARTNERSHIPS

A Strategic Opportunity in Rare Earth Permanent  
Magnet Manufacturing at the Gujarat

**Ref No: GMDC/KEP/IGP/01/26-27**

### Availability of IGP Document

The IGP document will be shared with interested  
bidders upon execution of the Confidentiality  
Agreement attached below.

### Submission:

Signed documents to be emailed to [ppd@gmdcltd.com](mailto:ppd@gmdcltd.com)  
addressing **General Manager (PP&D)**,  
on or before **01/08/2026** by 16:00 hrs IST

### Gujarat Mineral Development Corporation Ltd.

(A Government of Gujarat Enterprise)

Khanij Bhavan, 132 ft Ring Road, Gujarat University  
Ground, Vastrapur, Ahmedabad-380052  
Gujarat, India



**Notice for IGP**

|   |   |
|---|---|
| <b>IGP Title</b>                                    | Invitation for Global Partnerships (IGP) for Rare Earth Permanent Magnet Manufacturing at the Gujarat Rare Earth Elements Hub   |
| <b>Brief Description of the IGP</b>                 | <p>GMDC envisages the development of an integrated REE Hub to promote downstream value addition and strengthen domestic manufacturing capabilities in permanent magnets.</p> <p>This IGP is issued to invite participation from permanent magnet manufacturers interested in establishing operations within the REE Hub.</p>  |
| <b>IGP Fee</b>                                      | Not Applicable  |
| <b>Availability of IGP</b>                          | <p>The IGP document will be shared with interested bidders upon execution of the Confidentiality Agreement attached below.</p> <p>Interested bidders are required to submit the signed Agreement to GMDC via email at <a href="mailto:ppd@gmdcltd.com">ppd@gmdcltd.com</a></p>  |
| <b>Last Date for Submission of Signed Agreement</b> | <p>Bidders may submit their signed Confidentiality Agreement by <b>12/06/2026 up to 18:00 hrs IST</b> through email to the following contacts or reach out for any assistance.</p> <p><b>General Manager (PP&amp;D)</b><br/> <b>GMDC Ltd.</b><br/>         Email: <a href="mailto:ppd@gmdcltd.com">ppd@gmdcltd.com</a><br/> <b>GMDC Office:</b> Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad - 380052 (Gujarat)</p> |
| <b>Issuance of IGP Document</b>                     | The IGP document will be shared by <b>15/06/2026</b> to the same email address from which the signed Confidentiality Agreement is received  |



## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and entered into as of this day ..... between (i) Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, bearing CIN L14100GJ1963SGC001206, having their registered office at “Khanij Bhavan”, 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052, Gujarat; and (ii) .....

### **WITNESSETH:**

WHEREAS, **GMDC** (including any of its subsidiaries, Affiliates and parties acting in concert with it) (together “**GMDC**”) AND ..... (including any of its subsidiaries, Affiliates, parties acting in concert with it and funds which it advises) (together “.....”) expect to disclose certain confidential, proprietary and trade secret information to the each other;

WHEREAS, **GMDC** and ..... are about to enter into “without prejudice and non-binding discussions and exchange information regarding a potential business collaboration/ partnership in respect of Rare Earth Elements by ..... and related matters (together the “Matter”); and

WHEREAS, **GMDC** and ..... seek to safeguard and protect their respective confidential, proprietary and trade secret information.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

### **1. Definitions**

- 1.1 As used herein, the term “Disclosing Party” shall mean: (a) **GMDC**, with respect to all Proprietary Information (as defined hereunder) disclosed by **GMDC** to ..... hereunder; or (b) ....., with respect to all Proprietary Information disclosed by ..... to **GMDC** hereunder.
- 1.2 As used herein, the term “Receiving Party” shall mean: (a) **GMDC** with respect to all Proprietary Information disclosed by ..... hereunder; or (b) ....., with respect to all Proprietary Information disclosed by **GMDC** hereunder.
- 1.3 As used herein, the term “Party” shall mean **GMDC** or ..... as the case may be. The term “Parties” shall mean **GMDC** and .....
- 1.4 The term “Affiliate” shall mean any company, corporation, or other entity, which controls, is controlled by, or is under common control with a party now and shall be considered an Affiliate only so long as the ownership or control, directly or indirectly, meets the conditions set forth herein. In addition, in the case of a public sector undertaking, Affiliate shall include entities controlled directly or indirectly by the Government of the relevant State or the Government of India, whether through shareholding, management control, or statutory authority. For purposes of this definition, “control” through shareholding shall mean ownership or control, directly or indirectly, of more than fifty (50%) percent of the shares having voting rights, or other equivalent rights of the subject entity entitled to vote.
- 1.5 As used herein, the term “Proprietary Information” shall mean all confidential or proprietary information of the Disclosing Party and its Affiliates including, without limitation, trade secrets, names and expertise of employees and consultants, know-how, formulae, processes, ideas, inventions (whether or not patentable), schematics, and other technical, business, financial, company and product development information and data (whether or not reduced to writing), which is disclosed or made available by the Disclosing Party to the Receiving Party and (a) is clearly

marked as confidential or proprietary at the time of disclosure, (b) if disclosed orally, is orally identified at the time of disclosure or promptly thereafter in writing or electronically as confidential or proprietary, or (c) that, regardless of the form of disclosure, should reasonably have been understood by the Receiving Party because of legends or other markings, the circumstances of disclosure, or the nature of the information itself to be proprietary or confidential to the Disclosing Party, an Affiliate of the Disclosing Party or to a third party. Notwithstanding the foregoing, Proprietary Information shall not include information that: (i) is in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of the Receiving Party; (ii) is lawfully obtained by the Receiving Party from a third party without breach of this Agreement and otherwise not, to the Receiving Party's knowledge, in violation of the Disclosing Party's rights; (iii) is known to the Receiving Party at the time of disclosure as shown by its written records in existence at the time of disclosure; or (iv) is independently developed by the Receiving Party, provided the Receiving Party can demonstrate that it did so without making any use of any Proprietary Information or other information that, within the Receiving Party's knowledge, the Disclosing Party disclosed in confidence to any third party. If the Receiving Party is required to disclose Proprietary Information pursuant to any law, regulation, the order of any court or governmental agency, to the extent legal and practicable, the Receiving Party shall first notify the Disclosing Party of any such order and, if practicable, afford such Party the opportunity to seek a protective order relating to any such disclosure and, provided further, that the Receiving Party will furnish only that portion of the Proprietary Information that it is legally required to disclose and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the remaining Proprietary Information.

- 1.6 "Notify" or "Notification" shall mean notification through a formal letter in writing, duly signed by an authorized signatory of the notifying Party and delivered in accordance with the provisions of this Agreement.

## 2. **Non-disclosure**

In consideration of the Disclosing Party's disclosure of Proprietary Information to the Receiving Party, the Receiving Party agrees that it: (i) shall treat all Proprietary Information as strictly confidential; (ii) shall not disclose or use any Proprietary Information except for the purpose (a) of evaluating the information disclosed by the Disclosing Party with respect to the Matter or (b) performing its duties or exercising its rights under an agreement entered into by the Parties (collectively the "Purpose"); (iii) shall protect all Proprietary Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Proprietary Information against public disclosure, but in no case with less than reasonable care; (iv) shall disclose Proprietary Information only to such officers, directors, employees, agents, advisers, statutory/internal auditors, consultants and attorneys (collectively "Representatives") of the Receiving Party who need to know such Proprietary Information for the Purpose, provided such Representatives are informed of the confidential nature of such Proprietary Information and the terms of this Agreement prior to disclosure and provided further that the Receiving Party shall be responsible in the event of such Representative's breach of this Agreement; (v) shall be permitted to disclose Proprietary Information to its Affiliates and the Affiliates' Representatives (and its Affiliates may receive Proprietary Information from the Disclosing Party), provided that, Receiving Party shall require such Affiliates to be bound by the terms hereof, and provided further that the Receiving Party shall be responsible in the event of such Affiliates' breach of this Agreement and (vi) shall not copy or reverse engineer any such Proprietary Information.

### 3. Return

Upon the completion or termination of the discussions regarding a potential business relationship between the Parties, or at any time upon the Disclosing Party's written request, the Receiving Party shall immediately (i) return to the Disclosing Party or destroy all items of Proprietary Information of the Disclosing Party including all copies thereof, whether in physical, electronic, or other form. This shall include emails, shared drives, document management systems, cloud-based storage, servers, portable media, archived data, and system-generated backups. Backup shall not be restored and shall remain subject to the confidentiality obligations of this Agreement until permanently deleted in accordance with the Receiving Party's data retention policies. and (ii) destroy any notes or personal memoranda which include such Proprietary Information. Notwithstanding the return or destruction of Proprietary Information, the Receiving Party will continue to be bound by the terms and obligations of this Agreement. Notwithstanding the provisions of this paragraph 3, the Receiving Party shall be entitled to retain Proprietary Information which it is obliged to retain for the purposes of law, regulation or internal compliance however in respect of such Proprietary Information, the Receiving Party will continue to be bound by the terms of this Agreement and Clause 6.1 shall not apply.

### 4. Ownership

All right, title and interest in and to the Proprietary Information disclosed by the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree that this Agreement shall not be construed as a transfer or sale by the Disclosing Party of any right whatsoever, by license or otherwise, in or to any of its Proprietary Information, and no licenses or rights under any patent, copyright, trademark, or trade secret are granted or implied or are to be implied by this Agreement.

### 5. Injunctive Relief

GMDC and ..... acknowledge that the extent of damages in the event of the breach of any provision of this Agreement may be difficult or impossible to ascertain, and that there may be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to seek specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any indirect, incidental, special or consequential damages.

### 6. General

- 6.1 The term of this Agreement shall continue for a period of two (2) years from the date hereof. Notwithstanding the above, if either Party does not wish to continue the discussions and negotiations in relation to the Matter or is of the view that such discussions or negotiations will not serve any purpose, then such Party may terminate the Agreement by giving thirty (30) days prior written notice to the other Party. This Agreement shall be effective from the initial disclosing date of Proprietary Information. The obligations under this agreement shall survive for a period of two (2) from the expiry of this Agreement.
- 6.2 This agreement shall be governed and construed in accordance with the laws of India.

- 6.3 The parties shall make all reasonable efforts with a view towards achievement of a peacefully negotiated settlement of any dispute, controversy or claim arising out of or in connection with this Agreement whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination (a “**Dispute**”).
- 6.4 Where Parties are unable to achieve a settlement of any Dispute referred to in Clause 6.3 within a reasonable time frame which does not exceed sixty (60) calendar days, such Dispute shall be finally and exclusively resolved by arbitration. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the references made.
- 6.5 Sole Arbitrator to be appointed with mutual consent of the Parties. The Arbitrator shall be appointed within a period of 30 days from date of receipt of written notice/ demand of appointment of Arbitrator from either Party. The language of the arbitration shall be English. The seat/venue of such arbitration shall be at Ahmedabad.
- 6.6 The Award of Sole Arbitrator shall be a reasoned Award and the same shall be final and binding on all the Parties concerned. The cost of arbitration shall be borne by respective Parties equally. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made. Provided however in case of injunctive reliefs, specific performance and enforcement of Award, the Parties shall have the right to proceed to the courts of appropriate jurisdiction.
- 6.7 The Courts at Ahmedabad, Gujarat shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.
- 6.8 In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible, unless such severance of invalid provision would invalidate the principal purpose of this Agreement.
- 6.9 This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between **GMDC**, including any of its subsidiaries, and ..... relating to the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 6.10 The waiver, express or implied, by any Party of any of its rights arising under this Agreement shall not constitute or be deemed a waiver of any other right hereunder, whether of a similar or dissimilar nature.
- 6.11 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned, nor shall any Proprietary Information be transferred to any successor or assignee, without the prior written consent of the Disclosing Party, which consent shall not be unreasonably withheld.
- 6.12 Except upon mutual written agreement, or as may be required by law, neither Party to this Agreement shall in any way or in any form disclose the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.
- 6.13 The Receiving Party acknowledges that the Disclosing Party has neither made any representations nor given any warranties as to the accuracy or completeness of the Proprietary Information for the Receiving Party’s purposes. The Receiving Party agrees that the Disclosing Party shall have no liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Proprietary Information disclosed under this Agreement.



- 6.14 The Receiving Party will notify the Disclosing Party in writing promptly upon the occurrence of any unauthorized release of Proprietary Information or breach of this Agreement of which it is aware.
- 6.15 This Agreement is neither intended to create, nor shall it be construed as creating, (i) a joint venture, partnership or other form of business association between the Parties, (ii) an obligation to buy or sell products using or incorporating the Proprietary Information, (iii) an implied or express license grant from either Party to the other, (iv) any obligation to continue discussions or negotiations with respect to any potential agreement between the Parties or (v) an agreement to enter into any agreement.

IN WITNESS THEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_ 2026

Date: \_\_\_\_\_ 2026

Authorised Signatory

Authorised Signatory

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