

VOLUNTEER - NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "*Agreement*") is entered into by and between DATRI, a registered NGO, with office at Module No: 1208, 12th Floor, TICEL BIO PARK, CSIR Road, Taramani, Chennai - 600113, India ("*Disclosing Party*"), and _____ ("*Receiving Party*"), who is volunteering for the Disclosing party, for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain information ("*Confidential Information*").

The Receiving Party hereby agrees as follows:

1. **Confidential Information:** "Confidential Information" means all information and material to which you have access in connection with your work at DATRI including, without limitation:
 - (a) Donor information
 - (b) Patient information
 - (c) Every software, documentation, financial, marketing, vendor data and other information
 - (d) Every materials and information of Transplant Centres and Registries, and
 - (e) Every other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential.

The Confidential Information of a Client of DP shall be deemed the Confidential Information of DP for the purposes of determining RP's obligations with respect to such information. Except as specifically authorized by DP in writing (as appropriate), RP will not disclose, transmit or otherwise disseminate in any manner whatsoever Confidential Information to any third party or use Confidential Information for any purpose other than to provide Services under your engagement/employment agreement.

All Confidential Information furnished to Receiving Party shall remain solely the property of Disclosing Party. All Confidential Information and any other information received by RP from DP or any Third Party, including all copies in any form, shall be returned to DP upon DP's request or completion or termination of this agreement.

2. **"Prior Third Party Information:** "Receiving party (RP) states that he/she does not possess, has not brought, and will not bring to the Company, nor use in the course of the performance of his/her duties at the Company, any proprietary or confidential information of any former employer or third party without their written authorization.
3. **Exclusions from Confidential Information:** Receiving Party's obligations under this Agreement do not extend to information that is:

DATRI Blood Stem Cell Donors Registry

Module No: 1208, 12th Floor, TICEL BIO PARK - Phase II, CSIR Road, Taramani, Chennai - 600 113. India.

Phone: +91-44-4079 5300 E-mail: info@datri.org Website: www.datri.org

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- a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- b) Learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- c) Is disclosed by Receiving Party with Disclosing Party's prior written approval.

4. **Obligations of Receiving Party:**

- a) Receiving Party shall hold and maintain the Confidential Information in confidence for the sole and exclusive benefit of the Disclosing Party.
- b) Receiving party shall restrict access of confidential information to fellow employees, contractors or other third parties. In case information is disclosed to any person, that person shall be made to sign a Non-Disclosure agreement as restrictive as this agreement.
- c) Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
- d) Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

5. **Survival:** The non-disclosure provisions of this agreement shall be binding for perpetuity irrespective of the date of termination or lapse of this agreement.

6. **Tenure:** The term of this agreement will be for the entire period of association of both parties as defined under this NDA and will become null and void from the date of separation/ termination whichever is earlier.

7. **Termination:** This Agreement and Volunteer's duty to hold Confidential Information shall remain in effect until whichever of the following occurs first: (a) Company sends Volunteer written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

8. **Severability.** If a Court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be construed as valid and binding.

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9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
10. **No Conflict:** RP confirms that he/she is not a party to any other agreement which interferes with full compliance with this Agreement.
11. **Entire Agreement.** This writing contains the entire agreement between the parties with respect to the subject matter herein, and shall not be modified except by a written instrument properly executed by the parties. The parties agree that any prior agreements regarding the subject matter herein, whether written or oral, are hereby superseded and shall be of no further force or effect as of the Effective Date.
12. **Relief.** In the event that the Receiving party breaches any provisions of the agreement, in addition to any monetary damages that to which the Disclosing party may be entitled to, it is also entitled to obtain injunctive relief.
13. **Jurisdiction and Governing law.** This agreement will be governed by and construed in accordance with the laws of the Union of India. The parties hereto consent to the jurisdiction of the Courts of Tamilnadu.
14. **Arbitration & Mediation.** Any dispute arising between the parties shall be resolved by mediation, and in the event that efforts to mediate a resolution of the dispute fail, by means of binding arbitration between the parties, with an arbitral panel consisting of three arbitrators; one arbitrator being appointed by each of the parties and the third arbitrator being appointed by the other two arbitrators so appointed. The seat of Arbitration shall be at Chennai
15. **Digital Copies.** This agreement is also applicable to the storing and transmission of digital copies of confidential information.

Signed, this _____ day of _____ year _____, by:

FOR DATRI:

Authorized signatory

FOR THE RECEIVING PARTY:

Receiving party

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