

Non-Disclosure Agreement

This agreement is effective this date <dd/mm/yyyy> by and between AIIMS RAIPUR with its registered office at G.E. road, Tatibandh, Raipur AND

<Consultant/Outsourced> <Recipient> with its registered office at <Full address with Pin>

1. **Disclosing Party** : During the term of this Agreement, Recipient agrees to receive from AIIMS Raipur the following information ("Confidential Information") set forth in Section 2 of *Information Security Guideline No. 1/2025 (eHealth, MoHFW)*.
2. **Confidential Information** : Confidential Information is all information that is described in this Section or that: (i) is marked as confidential at the time of disclosure; or (ii) is unmarked but treated as confidential at the time of disclosure; or (iii) is accessed or obtained by the Recipient or disclosed to the Recipient, whether inadvertently or not, whether by direct or indirect, oral or written communication to the Recipient.

Description of Confidential Information : The Confidential Information disclosed under this Agreement is described as:

AIIMS Raipur or its customer's trade secrets; financial information, including pricing; technical information, including research, development, procedures, algorithms, data, designs, and know-how; and business information, including operations, planning, marketing interests, products and any other information shared or you have access in the course of mutual business.

3. **Restrictions** : Recipient shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and consultants that have a need to know such Confidential Information and solely for the purpose described in Section 4 of *Information Security Guideline No. 1/2025 (eHealth, MoHFW)*, provided, that Recipient shall first have entered into a confidentiality agreement with such employees, subcontractors and consultants requiring such individuals to comply with this Agreement. The Recipient shall not disclose the Confidential Information to any third parties nor allow third parties access to the Confidential Information.

The Recipient shall not use the Confidential Information for any internal business use, except as mentioned in this Agreement, to the detriment of AIIMS Raipur

4. **Purpose** : Recipient shall make use of the Confidential Information only for the following purpose:

Developing or presenting a proposal to AIIMS Raipur.

Modification of a party's product(s) to enhance compatibility with the other party's product(s).

5. **Confidentiality Period** : Recipient's duty to protect Confidential Information shall survive the termination/expiry of this Agreement. This Agreement shall be for a period of 5 years or the date of termination of contract, from the date of last disclosure.

6. **Disclosure Period**: This Agreement applies to the Confidential Information described in Section 2 of *Information Security Guideline No. 1/2025 (eHealth, MoHFW)*, that is disclosed between the Effective Date of this Agreement and five (5) years thereafter.

7. **Standard of Care** : Recipient shall afford such Confidential Information the same security and care in handling and storage as Recipient provides for its own confidential and proprietary information and data, but in any case, no less than reasonable care. Recipient agrees not to duplicate or otherwise copy and to return immediately at the AIIMS Raipur's request all Confidential Information including any plans, design, documents or other tangible items (including electronic media) copied or derived from and containing Confidential Information.

8. **Exclusions** : Recipient shall not be liable for use or disclosure of any such Confidential Information if the same: (a) is in the public domain at the time it is disclosed or becomes a matter of public knowledge through no fault of Recipient; or (b) is known, as demonstrated by written documentation, to the party receiving it at the time of disclosure; or (c) is rightfully received by Recipient from a source other than the disclosing part without a duty of confidentiality; or (d) is independently developed, separate from the activities undertaken pursuant to this

Agreement, and such development can be verified through sufficient written documentation.

9. **Required Disclosures** : In the event Recipient is confronted with legal action to disclose Confidential Information received under this Agreement, the Recipient shall promptly notify the AIIMS Raipur in writing and shall reasonably assist the AIIMS Raipur in obtaining a protective order requiring that any portion of the Confidential information required to be Disclosed be used only for the purpose which a court issues an order, or for such other purpose as required by law.

10. **Warranty**: NO WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT ARE MADE BY AIIMS Raipur UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

11. **No other license**: Recipient does not acquire any intellectual property rights under this Agreement. No license is granted by AIIMS Raipur to Recipient under any patent, trademark, copyright or mask work other than as expressly set forth herein.

12. **Miscellaneous**

12.1 This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement.

12.2 Upon five (5) days prior written notice, either party may notify the other that it no longer wishes to receive or provide Confidential Information. Any information received or provided by either party thereafter shall not be subject to the protection of this Agreement.

12.3 Upon the termination of this Agreement and at the written request and instruction of AIIMS Raipur, all Confidential Information furnished hereunder, including any

copies thereof, shall be either returned to AIIMS Raipur or destroyed and a certificate of destruction shall be timely provided by Recipient to AIIMS Raipur.

12.4 This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties.

12.5 This Agreement shall be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Chhattisgarh.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer or company employee there unto duly authorized, all as of the date set forth above.

For < AIIMS Raipur >

<Recipient Name>

By:_____

By:_____

Name:

Name:

Title:

Title:

Date:

Date: