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## NON-DISCLOSURE AGREEMENT

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THIS AGREEMENT (the "Agreement") is entered into on this 16th day of Sep 2024 by and between Fatimid Blood Bank, located at Britto Road Garden East, Karachi (the "Disclosing Party"), and FAST University with an address at St-4, Sector 17-D, NH 5, Karachi (the "Receiving Party").

The Receiving Party is engaged in a project titled Blood Safe LIFE, which focuses on enhancing blood donation practices through the development of a digital platform. During the collaboration, the Disclosing Party may share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Background:

- Fatimid Blood Bank (hereinafter referred to as "Blood Bank") is a non-profit organization dedicated to the collection, testing, and distribution of blood and blood products to hospitals and patients in need.
- FAST University is an educational institution where students are developing a software, Blood Safe LIFE, aimed at digitalizing and improving the blood donation process, making it more accessible, transparent, and efficient.

### 2. Purpose:

The purpose of this Agreement is to establish a framework for sharing proprietary information between the Blood Bank and FAST University to ensure the protection of sensitive data related to blood donation, donor information, and medical records, which are necessary for the successful deployment and operation of the Blood Safe LIFE project.

### **3. Confidential Information:**

Confidential Information includes, but is not limited to, donor personal information, medical records, blood test results, operational processes, inventory data, and any other proprietary data shared by the Blood Bank for the purpose of the project.

### **4. Obligations of Confidentiality:**

The Receiving Party agrees to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of this Agreement. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the development and operation of the Blood Safe LIFE platform without the prior written consent of the Blood Bank.

### **5. Exclusions from Confidential Information:**

Confidential Information does not include information that is:

- - Publicly available at the time of disclosure;
- - Lawfully received from a third party without an obligation of confidentiality;
- - Independently developed by the Receiving Party without the use of the Confidential Information.

### **6. Term and Termination:**

This Agreement shall commence on the date of signing and shall remain in effect until terminated by either party with thirty (30) days' written notice. The confidentiality obligations shall survive the termination of this Agreement.

### **7. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

### **Disclosing Party**

By:

Name:

Title:

**Receiving Party**

By:

Name: Sir. Abuzar Zafar

Title: Assistant Professor Fast University Karachi