**Annexure 1: Individual Addendum and Acknowledgement**

I, employee of HCL, (one of the Named Personnel) as mentioned in below paragraph while working on this project confirm that I have read the below clauses and acknowledge that I shall comply with the below clauses which are part of the broader Consulting Master Services Agreement between HCL & HPS.

**Named PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Signature** | **Date** | **HCL Location** |
|  |  |  |  |
|  |  |  |  |
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1. **Confidential Information**: "Confidential Information" means any information one party discloses to the other under this Agreement which is identified as confidential or proprietary. A party receiving Confidential Information under this Agreement is referred to as “Recipient”, and a party disclosing Confidential Information is referred to as “Discloser.” For the purposes of this Agreement, “Confidential Information” is described as follows and shall include any information which relates to: (i) any products or services provided by HPS and/or (ii) the financial and/or business operations of the Discloser, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas. Such Confidential Information may be produced in a variety of forms. Confidential Information shall also include but not limited to passwords, URLs, logins, other partners and collaborators, architectures and other material used or developed during the collaboration.
   1. Purpose for Disclosure. The parties may only use Confidential Information for the purposes of fulfilling their respective obligations under this Agreement.
   2. Limitations of Use. Each party agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Confidential Information as it uses to protect its own Confidential Information. Recipient agrees to disclose Confidential Information only to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
   3. Exclusions. Recipient shall have no obligation under this Agreement as to Confidential Information which: (a) is known to Recipient at the time of disclosure; (b) is independently developed by Recipient without reference to or use of the Discloser’s Confidential Information; (c) becomes known to Recipient from another source without confidentiality restriction on subsequent disclosure or use; (d) is or becomes part of the public domain through no wrongful act of Recipient; or (e) is disclosed pursuant to any judicial or governmental request or order; provided that Recipient takes reasonable steps to give Discloser sufficient prior written notice so that Discloser may seek (with the reasonable cooperation of Recipient and at Discloser’s expense) a protective order to contest or limit the scope of such request or order as much as possible, (however, the obligation to otherwise keep the Confidential Information confidential from other parties shall not be abrogated by such request or order).
2. **HIPAA Security**: All collaborators will review and sign a separate addendum to this agreement that ensures that HIPAA guidelines have been explained by on-site management to developers and that developers and managers shall take any effort necessary to adhere to guidelines as best as possible. The parties agree to comply with all applicable requirements of 45 CFR Parts 160 and 164, the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) in the event any Personal Health Information (“PHI”) is disclosed. Therefore, HCL agrees to: (a) Not use or disclose PHI unless directed to do so by HPS in writing; (b) Use appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of PHI; (c) Mitigate, to the extent practicable, any harmful effect that is known to HCL of a use or disclosure of PHI by HCL in violation of the requirements of this Amendment; (d) Immediately report to HPS or any impacted customer of the Partnership: (1) any use or disclosure of PHI, and (2) any Security Incident; (e) Ensure that any agent, including a subcontractor, to whom it provides PHI agrees to: (1) the same restrictions and conditions that apply to HCL, and (2) implement reasonable and appropriate safeguards to protect that information; and (f) Provide access, at the request of HPS, to PHI as directed by HPS Operating Committee.

At a minimum, all Information Security safeguards listed below are requested:

1. HIPAA training to all employees in the project;
2. Physical restricted access to shared development center;
3. Restricted access only to authorized user;
4. Use of hard-drive encryption;
5. Use of screen locking technology for any idle period more than 90 seconds;
6. Upon termination, concerned computer/desktop/laptop is completed wiped and reformatted;
7. Full restriction on printing or emailing data or intellectual property associated with the document and
8. Full restriction on the storage of code on any server that is not provided by HPS.
9. **Intellectual Property**: "Intellectual Property" means all intellectual property rights ("IPR"), including patents, trademarks, design rights, copyrights, database rights, trade secrets, code, documentation, designs of all kinds including but not limited to tests, databases, data templates and all rights of an equivalent nature anywhere in the world. As between the Parties, HealthPointe owns and shall own all rights, title and interest in and to the Licensed Product and HealthPointe Confidential Information (collectively, “HealthPointe Intellectual Property Rights”). Any services and work performed by HCL or its independent contractors under this Agreement will be considered a “work made for hire” for Client under the Copyright Act of 1976 as amended. HealthPointe owns all rights in any authorized or unauthorized copy, translation, or modification of all work product, including all derivative works. All HealthPointe Intellectual Property Rights will remain the exclusive property of HealthPointe Solutions, Inc. This Agreement transfers no title or interest in and to any HealthPointe Intellectual Property Rights to HCL under this Agreement by implication, estoppel or otherwise. Upon receipt of payment from Customer of the fees outlined in the SOW(s), HCL shall assign newly created IPR contained in the Deliverables to the Customer. Customer shall indemnify and hold HCL harmless from any third party intellectual property infringement claim arising out of any intellectual property provided by the Customer. HCL shall provide secure access-controlled facilities for development and use of Intellectual Property for use by personnel that belong to the SOW(s). All members in this collaboration (i.e. “Named Personnel” as identified jointly by HPS and HCL at the first occurrence of collaboration) will be named in the SOW(s) and be subject to this Agreement.

\*\*end of text\*\*