



NON-DISCLOSURE AGREEMENT

This AGREEMENT is made by and between **Healthcare Technology Innovation Centre** (the "Centre") represented by Dr. RajKiran V, Project Scientist and **Ishaan Seth**, Research Intern (the "Recipient") IIT Madras effective as of June 1, 2024.

Project Reference: Information related to, but not limited to, development projects and assignments to be performed by the Recipient for the Centre.

The Centre possesses competitively valuable Confidential Information (as hereinafter defined) regarding its current products, future products, research and development, and general business operations. The recipient may enter or has entered into a business relationship with the Centre and in connection therewith may need to review or use the Centre's Confidential Information and Materials or to create new Confidential Information and Materials for the Centre. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials from the Centre to the Recipient, the parties hereto agree as follows:

1. Confidential Information and Materials

(a) "Confidential Information" shall mean any nonpublic information that the Centre specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Recipient creates or produces in the course of performing services for the Centre. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Centre's business policies or practices, information received from others that the Centre is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.



2. Restrictions

(a) Recipient shall not disclose any Confidential Information to third parties without the prior written authorization of the Centre. Notwithstanding the foregoing, Recipient shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Centre or any Confidential Information of any other party to whom the Centre owes an obligation. However, the Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided the Recipient shall give the Centre reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Recipient shall not use any Confidential Information or Confidential Materials of the Centre for any purposes except those expressly contemplated hereby or as authorized by the Centre.

(c) Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or Confidential Materials only to Recipient's employees on a need-to-know basis. Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies. Recipient shall maintain appropriate written agreements with its employees who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.

(d) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Recipient's business relationship with the Centre, and only as otherwise provided hereunder. Recipient agrees to segregate all such Confidential Materials from the confidential materials of others to prevent commingling.

3. Rights and Remedies

(a) Recipient shall notify the Centre immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Centre in every

reasonable way to help the Centre regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

(b) Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the Centre's request or, at the Centre's option, certify destruction of the same.

(c) The Centre may visit the Recipient's premises, with reasonable prior notice and during normal business hours, to review the Recipient's compliance with the terms of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Centre. By disclosing information to the Recipient, the Centre does not grant any express or implied right to the Recipient to or under the Centre patents, copyrights, trademarks, or trade secret information.

(b) All Confidential Information and Materials are provided "AS IS" and the Centre makes no warranty regarding the accuracy or reliability of such information or materials. The Centre does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information or Confidential Materials. The Centre will not be liable for any expenses or losses incurred or any action undertaken by the Recipient as a result of the receipt of Confidential Information or Confidential Materials. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Recipient.

(c) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(d) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Centre, its agents, or employees but only



by an instrument in writing signed by an authorized officer of the Centre. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(e) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

(f) This Agreement shall be construed and governed by the laws of India, and both parties further consent to jurisdiction by the courts in Chennai, Tamil Nadu.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

(h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

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



Party 1

By: Healthcare Technology Innovation Centre

Name: Dr. RajKiran V

Title: Project Scientist (HTIC)

Date: June 1, 2024

Party 2

Name: Ishaan Seth

Title: Research Intern

Date: June 1, 2024

Signed: Ishaan Seth



NDA form confirmation

2 messages

Gayathry Arun <gayathry.arun@htic.iitm.ac.in>

Thu, Jun 6, 2024 at 6:06
PM

To: ee23b110@smail.iitm.ac.in

Cc: RajKiran V <rajkiran.v@htic.iitm.ac.in>

Hi Ishaan

I'm Gayathry from HTIC (Cardiovascular Research team). Attached is the NDA form; please sign and return it by the end of tomorrow. Once we receive it, we will send you the offer letter.

Thanks

Gayathry



NDA - Ishaan.pdf

177K

Ishaan Seth ee23b110 <ee23b110@smail.iitm.ac.in>

Fri, Jun 7, 2024 at 1:22 PM

To: Gayathry Arun <gayathry.arun@htic.iitm.ac.in>

Cc: RajKiran V <rajkiran.v@htic.iitm.ac.in>

Hi Gayathry,

Please find below the signed document. I look forward to contributing to the team's efforts and gaining valuable experience.

Best Regards

Ishaan

[Quoted text hidden]



NDA - Ishaan_Signed.pdf

235K