

## **NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, between;

Pratham Education Foundation, a company registered under section 8 of the Companies Act 2013 with its registered office on the 4th Floor, Y. B. Chavan Centre, Gen J. Bhosale Marg, Nariman Point, Mumbai - 400021 operational office located in New Delhi, at \_\_\_\_\_, (hereinafter called "Disclosing Party"),

And

\_\_\_\_\_, hereinafter called "Receiving Party"),

WHEREAS, either Party possesses certain confidential proprietary information; and

WHEREAS, the information shall be exchanged for the sole purpose of documenting data, building capacity in data analytics, data management, and for learning in a not-for-profit environment (hereinafter collectively referred to as "Confidential Information").

WHEREAS, Pratham desires to prevent the unauthorized use and disclosure of its confidential information.

NOW, THEREFORE, the parties agree as follows:

### **I. Confidential Information**

For purposes of this Agreement, Confidential Information shall mean all data which includes but is not be limited to videos, photos, methodologies, know-hows, records, notes, written, printed, or tangible materials, personally identifiable information (if any) or any in the possession of the Disclosing Party which may be disclosed to the Receiving Party or to which the Receiving Party may be provided access by the Disclosing Party or others in accordance with this Agreement, or which is generated or collected as a result of, incidental to or in connection with the Purpose, which is not generally available to the public.

It is pertinent to mention that Annexure-1 attached to this Agreement outlines the details of the work undertaken by the Receiving Party. Therefore, Annexure-1 shall be duly executed by the Receiving Party and shall be read as a part and parcel of this Agreement.

### **II. Non-disclosure Obligations**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- B. not to use any of the Confidential Information except for the abovementioned Purpose/s.
- C. not to, directly or indirectly, in any way, share, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized in writing by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party.
- E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Purpose/s.
- F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- G. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- H. to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- I. to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing Party.
- J. to comply with all statutory laws/rules/legislations related to data protection including but not limited to Information Technology Act, 2000, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, Digital Personal Data Protection Act, 2023. The Receiving Party undertakes that it shall maintain the confidentiality of personal data of individuals/children (if available) and shall use the data, shared or accessed, only for the purpose of the project for it is shared and not for any other purpose whatsoever.

### **III. Exceptions**

The confidentiality obligations hereunder shall not apply to Confidential Information which:

- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or

C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

#### **IV. Return and Destruction of Confidential Information**

The Receiving Party agrees, upon termination of the Purpose/s or upon the written request of the Disclosing Party, whichever is earlier, to promptly deliver to the Disclosing Party all data which may include but is not limited to videos, photos, methodologies, know-hows, records, notes, written, printed, tangible materials, personally identified information (if any) or any in the possession of the Receiving Party, embodying or pertaining to the Confidential Information. Also, confirm to the Disclosing Party, in writing, the destruction of such data or materials.

#### **V. No Right to Confidential Information**

- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the Disclosing Party to use any of the Confidential Information.
- B. The Receiving Party further agrees that the Confidential Information or the ideas, concepts, methods or practices ,if any, embodied therein shall be the exclusive property of the Disclosing Party, and the Receiving Party has no right or title thereto.

#### **VI. No Warranty**

The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

#### **VII. No Commitment**

The disclosure of Confidential Information does not, and is not intended to represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue any other opportunities, they will execute a separate written agreement.

#### **VIII. Compelled Disclosure**

If the Receiving Party is legally compelled to disclose Confidential Information received under this Agreement , then the Receiving Party shall promptly notify in writing the Disclosing Party in order that it may have the opportunity to seek a protective order or any other appropriate remedy and/or waiver compliance with the provisions of this agreement. In the event protective order or remedy is not

obtained, then the Receiving Party shall only furnish that portion of the Confidential Information which the Receiving Party is legally bound to furnish.

**IX. Losses**

The Receiving Party agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

**X. Notices**

All notice and other communication required or permitted under this agreement shall be in writing and delivered personally, transmitted via email (with confirmed receipt) or sent via an internationally recognized overnight courier, to the applicable party at the address set forth below. The addressee and the addresses for giving Notice may be changed, so long as the changing party provides prior notice of the changes. All notices shall be deemed given on the date personally delivered, upon confirmed receipt when placed in the mail as specified.

Pratham Education Foundation

Attention:

Name

Designation:

Email:

Attention:

Name:

Designation:

Email:

## **XI. Counterparts**

Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

## **XII. Term and Termination**

This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Purpose/shall continue in effect until the period of one year from the date above or the Disclosing Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall survive the termination or expiry of the Agreement and/or until further notice from the Disclosing Party.

## **XIII. Remedies**

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or inequity.

## **XIV. Entire Agreement**

This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to have been forced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

## **XV. No Waiver**

The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.

#### **XVI. Successors and Assigns**

Neither Party shall have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

#### **XVII. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.

#### **XVIII. Attorneys' Fees.**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.

#### **XIX. Modification**

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

IN WITNESS WHERE OF, the parties have executed this Agreement as of the Effective Date.

<p>For Pratham Education Foundation</p> <p>Name:</p> <p>Designation:</p>	<p>For Intern</p> <p>Name:</p>
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## **Annexure-1**

### **Confidentiality Agreement**

In signing this Agreement, I, \_\_\_\_\_ confirm that I understand that I may have access to confidential information about Pratham programs/personnel/affiliates/beneficiaries, etc. whose data will be collected to realize the purpose of the Agreement. By signing this statement, I am indicating my understanding of my responsibilities to maintain the confidentiality of this data at all times, and that I agree to the following willfully:

- I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any information obtained/collected in the course of carrying out the work assigned to me, unless specifically authorized to do so by Pratham or as required by law.
  
- I shall notify Pratham immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.
  
- I understand that a breach of confidentiality shall be grounds for disciplinary as well as legal action and shall include the termination of my involvement in this project.
  
- Intern agrees and understands that all deliverables, products, course materials, documentation or other work created during the internship (collectively referred to as "Deliverables") are original works of the Intern. Use of any Artificial Intelligence ("AI") tools and technology, such as generative text, audio, image or video tools (e.g., ChatGPT, Gemini or similar), must be restricted to minor assistance (such as ideation support formatting guidance, grammar check and non-substantive changes) only.
  
- I will not use AI marketing tools to create, generate, rewrite, substantially write or draft the Deliverables without prior written authorization from Pratham. In cases when AI tools are utilized with such permission, the Intern will see to it that:
  - a) no proprietary or confidential material of Pratham is uploaded to an AI tool;
  - b) all generated output is thoroughly reviewed, verified, and corrected for accuracy, completeness, and appropriateness;
  - c) no output generated is in violation of any copyright or other third party intellectual property rights, and
  - d) at the time of submission of the Deliverables, any Contributions generated by AI have been disclosed to Pratham; and

Pratham has the right to review the Deliverables to ascertain if AI tools were utilized in contravention under this clause. Any such unauthorized/undisclosed use of AIs tools shall be considered as breach of this Agreement and Pratham may take appropriate action, including withholding of certificate etc. (as the case may be), which includes seeking legal redressal.

Name:	<hr/>
Signature:	
Position:	<hr/>
Date:	