

**1. Parties.** This Non-Disclosure Agreement (the "Agreement") is entered into on 05 December 2022 between **People to People Health Foundation** is located at K-40, Third Floor, Jangpura Extension, New Delhi -110014 and **Mr.....**, Email: ....., Mob: +91 .....

People to People Health Foundation and ..... may be individually referred to as a "Party", or collectively referred to as the "Parties".

**2. Background.** The Parties intend to exchange certain business, technical, and/or other non-public or proprietary information related to health innovation such as design, development and testing of health technology/products or jointly implementation of projects and programs related to improve public health. The Parties' exchange of information may include, but is not necessarily limited to, their respective capabilities and experience, proposal strategies, respective program objectives and such other data as may be considered necessary to make a reasonable business/technical judgment whether or not to mutually pursue a transaction or other business/technical relationship with one another (the "Business Purpose").

**3. Purpose.** The Purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the exchange, protection and disclosure of Proprietary Information (defined below), which may be disclosed by one Party to the other in their meetings, discussions and/or submittals concerning the Business Purpose.

**4. Definition of "Proprietary Information".** Proprietary Information of a disclosing Party, for the purposes of this Agreement, shall comprise any data or information, whether written, oral or in an electronically stored format, that such disclosing Party considers to be business, technical or financial data or information, the release of which may result in possible competitive harm or may affect its relationship with its customers, competitors and/or suppliers and subcontractors. It shall include, but not be limited to, data or information that relates to the Business Purpose, whether planned, performed or current; business plans, operations and strategies; policies, procedures or practices; personnel; actual or potential customers and vendors or subcontractors; technical capabilities, techniques and practices; and financial records, status, techniques and practices of the disclosing Party.

**5. Procedure to Protect Proprietary Information.** Proprietary Information shall either be in written, electronic or recorded form, or if disclosed orally, shall be stated to be proprietary at the time of disclosure and confirmed in writing as promptly after disclosure as possible. Written confirmation may take the form of a summary of a meeting or discussion. All Proprietary Information, or written Confirmation of same, shall be marked or annotated as "Proprietary", or "Confidential", or with wording or notation of similar import. Advance notification must be given to the receiving Party prior to passing Proprietary Information. The receiving Party will have the right to refuse information prior to its acceptance.

**6. Limited Use and Distribution:** During the term of this Agreement, the Parties, to the extent of their right to do so, may exchange Proprietary Information and each agrees that it will use such Proprietary Information received from the other only in connection with the Business Purpose and any work resulting there from. Each Party further agrees that it will not disclose to any third party any Proprietary Information disclosed by the other Party during the course of their dealings with each other, except as hereinafter provided. A receiving Party may disclose Proprietary Information to: (1) employees of its parent company; (2) employees of a wholly-owned

subsidiary of its parent company, or (3) employees of the receiving party's wholly-owned subsidiaries, but in any case only those employees having a need to know such information for purposes of this Agreement and who are informed of the confidential nature of such information, and only if said employees are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Proprietary Information shall not be reproduced in any form except as required to accomplish the purpose of this Agreement.

**7. Exceptions to Duty.** The restriction on use, release, disclosure and return of Proprietary Information shall not apply to data or information that:

- A. was in the public domain at the time it was disclosed or becomes part of the public domain after it was disclosed other than through a breach of this Agreement;
- B. was known to the receiving Party at the time of receipt;
- C. it is freely disclosed by the owner of the Proprietary Information to a third party without an obligation of confidentiality or nondisclosure;
- D. is disclosed with the written approval of the other Party;
- E. becomes known to the receiving Party from a source other than the other Party without breach of this Agreement by the receiving Party.;

**8. Municipalities.** In the event either Party to this Agreement is a municipally-owned legal entity, the following provisions shall apply:

- A. No Proprietary Information shall be provided to the municipality in written or electronic format, even if said Proprietary Information is marked "proprietary", "confidential", or marked with a similar legend;
- B. The municipality shall not be entitled to remove Proprietary Information from the premises of the disclosing Party without the express written consent of the disclosing Party;
- C. The municipality shall not disclose any Proprietary Information of the disclosing Party to any third party without the express written consent of the disclosing Party, provided however, that if the municipality is required to disclose said Proprietary Information by law, the disclosing Party shall be provided an opportunity to object to the disclosure of the Proprietary Information and pursue appropriate injunctive relief to prohibit its disclosure.
- D. In the event the terms of this provision conflict with or are inconsistent with other terms contained within this Agreement, the terms of this provision shall control.

- 9. Use of Legends.** Proprietary Information may be incorporated in any proposal contemplated by this Agreement provided that the data is identified as proprietary by restrictive legends in accordance with any applicable provisions.
- 10. Ownership and Disclaimer of License.** Each Party shall retain ownership of all rights, including all intellectual property rights, in its Proprietary Information. No license to the receiving Party, under any trademark, patent or copyright, or applications which are now or may thereafter be owned by the disclosing Party, is either granted or implied by the conveying of information to the receiving Party. None of the information which may be submitted or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy.
- 11. Term of Restriction on Use.** As between the Parties, the foregoing restrictions as to the disclosure and use of Proprietary Information shall be ongoing from the date of each disclosure of Proprietary Information by the disclosing Party and shall remain in effect for a period of three (3) years.
- 12. Notices.** All notices, correspondence, disclosure of Proprietary Information, and document submissions required or permitted by the terms of this Agreement shall be provided or submitted as follows:

To PPHF:

Dr. Laxmikant Palo  
CEO  
People to People Health Foundation  
K-40, Third Floor,  
Jungpura Extension, New Delhi-110014  
Contact No:  
Email: [lpalo@pphfglobal.org](mailto:lpalo@pphfglobal.org)  
Website: [www.pphfglobal.org](http://www.pphfglobal.org)

To,

Name.....

Address  
Email: .....  
Mob: +91 .....

**13.Governing Law.** This Agreement, and the rights and obligations of the Parties hereunder, shall be interpreted and governed by the laws of the India and court in India shall have sole jurisdiction over the dispute arising from this agreement.

**14.Merger.** This Agreement represents the entire Agreement of the Parties in regard to the exchange, protection and disclosure of Proprietary Information and merges and supersedes all prior discussions, representations and agreements on the subject. It shall not be modified except by a writing signed by both Parties.

**15.Enforceability.** In the event that any provision of this Agreement is held to be invalid and/or unenforceable, it shall not affect the validity or enforceability of any other provision of the Agreement as a whole.

**16.Assignment.** This Agreement is personal to the Parties hereto and neither Party may assign or transfer its rights, interests or obligations hereunder without the prior written consent of the other.

**17.No Formal Business Obligations.** Nothing in this Agreement or in any of the discussions the Parties have engaged in or in the correspondence between the Parties shall constitute a confirmation, approval, consent or other agreement, to begin any project or any other business in the future between the Parties hereto. If the Parties desire to enter into a business obligation, the Parties intend to effect a legally binding agreement with respect to any such obligation only by the execution and delivery of a definitive, written agreement. In the absence of such definitive agreement, any costs incurred by either Party will be incurred at such Party's risk and will be the sole responsibility of that Party.

**18.Independent Development.** The terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop, provide, or acquire products or services without the use of the other Party's Proprietary Information.

**19.Return or Destruction of Proprietary Information.** Upon the written request of either Party hereto, the Parties agree to promptly return or destroy each other's Proprietary Information, in whatever form, without retaining any copies or excerpts thereof, provided, however, that the receiving Party's counsel may retain one copy of the returned or destroyed items for archival purposes upon the written acknowledgment of the disclosing Party.

**20.No Warranties, Representations or Liability.** All Proprietary Information is provided "AS IS" without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for particular purpose, or any other warranty, express or implied. Neither party shall be liable to the other for any damage, loss, expense or claim of loss arising from use of or reliance on the Proprietary Information of the other.

**PPHF:**

**Name: Dr. Laxmikant Palo**

**Title: CEO**

**Date: .....**

**Agency:**

**Name: .....**

**Agency .....**

**Date: .....**