Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between ...., with its principal offices at ...., ("Disclosing Party") and Indian Myeloma Academic Groupe, located at Delhi ("Receiving Party" henceforth also called as IMAGe) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The application is being patented by Lt Col (Dr) Y Uday from AHRR who has designed the application and further given it free of cost to IMAGe for creating national registry and for non-commercial purposes use by the IMAGe. The parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information concerning software: For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility provided to Disclosing Party for day to day patient care by IMAGe (receiving party) and is treated with confidentiality. Such information includes, but is not limited to unpublished computer code, design definitions and specifications, flow diagrams and flowcharts, formulas and algorithms, system and user documentation, data structures, and data compilations, marketing data, sales data, and customer lists pertaining to "care4myeloma". As this agreement oversees business dealing with patient-related data, any patient related information shall also be categorised as "Confidential information". The owner of the patient related information is the respective institute under which the patient is registered for therapeutic purposes i.e ....

....

2. Obligations of Receiving Party: The receiving party under no circumstances shall disclose these details to any party without the consent of the owner of the information (i.e., disclosing party). The receiving party shall be compliant to the Health Insurance Portability and Accountability Act of 1996. In case if a violation of the act, the receiving party shall be liable to enacted under this law in the Federal court. At any point, if the receiving party has any query handling the patient information, they can get in touch with the authorized personnel of the disclosing party which has been deputed as the first party for this business. If Confidential Information is given in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.

3. Obligations of Disclosing Party

Disclosing Party shall hold and maintain the Confidential Information pertaining to the software "care4myeloma" provided to them for patient care in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Disclosing Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The acceptance of terms and conditions, privacy policy at the time of login to the web application shall be considered adequate consent for the purposes of the receiving party. Disclosing Party shall not, without the prior written approval of Receiving Party, use for Disclosing Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Receiving Party, any Confidential Information pertaining to software or patient related information of other institutes. Disclosing Party shall return to Receiving Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Receiving Party requests, it in writing.

4. Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Either Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Either Party sends to the Other Party written notice releasing them from this Agreement, whichever occurs first.

5. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as for best to effect the intent of the parties.

7. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Injunctive Relief

Any misappropriation of Confidential Information in violation of this Agreement may cause either Party irreparable harm, the amount of which may be difficult to ascertain, and therefore both Parties agrees that other Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Claiming Party deems appropriate. This right of Claiming Party is to be in addition to the remedies otherwise available to Claiming Party.

10. Indemnity

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

11. Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Delhi in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

12. Governing Law

This Agreement shall be governed in accordance with the laws India and of the State of Delhi.

13. Assigns

This Agreement shall bind each party's assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

IMAGe……………………………………….   **..**

By: Dr. Y Uday/ Dr Pankaj Malhotra   By:

Its: Secretary/ President, IMAGe   Its: Principal/Dean/Director

Place:

Date: **Principal Investigator**

_____

By:

Its: