

**CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT**

**Instruction: This is a model template which can be modified suitably based on mutual understanding and requirements of the concerned parties**

**THIS CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is entered into between <**NON-PROFIT ORGANISATION (NPO)/ SOCIAL ENTERPRISE ALSO REFERRED TO AS FIRST PARTY**>, a public charitable trust/ society/ not-for-profit company/ for-profit company with its principal place of operations at <address of NPO> and **<SOCIAL IMPACT ASSESSMENT FIRM, ALSO REFERRED TO AS SECOND PARTY>**, a < type of entity> with its principal place of business at \_\_\_\_\_, (“**Recipient**”) as of <date> (the “**Effective Date**”), to protect the confidentiality of certain confidential information of <first party> to be disclosed to Recipient solely for use in connection with discussions, visits, analysis, review and reporting concerning the <Social Impact Assessment> (the “**Permitted Use**”).

- 1.** As used herein, “**Confidential Information**” shall mean any and all technical and non-technical information disclosed or otherwise made available including but not limited to data of the first party, the communities served by it, its funders, associates, partners and other stakeholders, provided by the first party to the Recipient irrespective of whether parts of such data are publicly available in a similar format or not.
- 2.** In compliance with the Digital Personal Data Protection Act 2023, both First Party and Second Party recognize the paramount importance of safeguarding community data. This Act ensures that community data, which may include sensitive information about individuals, is protected with the utmost care and security. Both parties commit to adhering to the provisions of this Act in the handling and storage of community data, ensuring that it remains confidential and is used solely for the intended Permitted Use, which includes discussions, physical and/or electronic verification, and reporting of findings to concerned stakeholders and the public as per **SSE listing requirements**. Any disclosure or processing of community data will be done in accordance with the law's stipulations, and both parties are responsible for complying with the Act's requirements, thereby upholding the privacy rights of individuals and communities.
- 3.** Subject to Point 4, Recipient agrees that at all times and notwithstanding any request for return of any Confidential Information under Point 7 or termination of discussions under Point 10, or completion of the agreement period under Point 19, it will hold the Confidential Information in strict confidence using at least the same degree of care Recipient uses to protect its own confidential information of a similar nature, but not less than a reasonable degree of care. Recipient shall not disclose any Confidential Information to any third party, except as approved in writing by First party, and will use such Confidential Information for no purpose other than the applicable Permitted Use. Under no circumstances shall the confidential information be shared or used by the Recipient for its other products and/or programmes concerning Indian nonprofits or others, except those being managed through First party. Recipient shall only disclose such information to its employees/ interns/ consultants/ volunteers, members, partners, having a need to know and who have signed confidentiality agreements, or are otherwise bound by confidentiality obligations with respect to the Confidential Information, in either case under terms and conditions at least as restrictive as those contained herein. Recipient shall keep the Confidential Information confidential and shall not copy, scrape, duplicate, deliver, disclose, or transmit the Confidential Information, in whole or in part or in any

form or media, to any other person or entity except as expressly permitted by this Agreement or as approved in writing by First party. Recipient shall be liable for any breach of the obligations of confidentiality in this Agreement by any employee of Recipient or by any other person or entity to whom Recipient or its representatives discloses the Confidential Information.

4. Recipient shall not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if Recipient can demonstrate with competent evidence that such Confidential Information:

- (a) was in the public domain at the time it was disclosed to Recipient or its representatives;
- (b) entered the public domain subsequent to the time it was disclosed to Recipient, through no fault of Recipient or its representatives;
- (c) was in Recipient's possession free of any obligation of confidence at the time it was disclosed to Recipient or its representatives; or
- (d) was developed by employees or agents of Recipient who had no access to Confidential Information.

5. In addition, Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction. Recipient will make reasonable efforts to provide reasonable prior written notice to First party of such required disclosure. Further, Recipient shall formally inform any governmental body receiving such Confidential Information of its confidential nature and shall request such governmental body to exempt such information from further disclosure. Recipient's obligations under this Agreement shall continue to apply to any Confidential Information disclosed to a governmental body, notwithstanding such disclosures.

6. Recipient shall immediately notify First party in the event of any loss, leak or unauthorized disclosure of any Confidential Information as soon as the Recipient becomes aware of such an event.

7. Upon written request of First party, Recipient shall promptly return to First party all documents, notes and other tangible materials representing the Confidential Information and all copies and reproductions thereof (in whole or in part) and shall delete or otherwise destroy any copies or reproductions of such Confidential Information that may reside on Recipient's computer systems.

8. Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. The Confidential Information is provided by First party "AS IS" and for use by Recipient for information purposes only to be used for the Social Impact Assessment, and at Recipient's own risk. FIRST PARTY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO ANY INFORMATION PROVIDED UNDER THIS AGREEMENT INCLUDING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

9. Confidential Information shall not be reproduced in any form without the prior written approval of First party. Any reproduction of any such Confidential Information shall remain the sole and exclusive

property of First party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by First party.

**10.** Recipient's confidentiality obligations under this Agreement shall extend to any Confidential Information disclosed or otherwise made available by First party prior to the Effective Date and shall survive the termination of the discussions or dealings between the parties related to the Permitted Use and shall be binding upon Recipient's heirs, successors and assigns. Recipient's obligations with respect to all Confidential Information shall be terminated only pursuant to Point 4.

**11.** This Agreement shall be governed by and construed in accordance with the laws of India, as such laws are applied to agreements entered into and to be performed entirely within India between Indian residents without giving effect to any conflict of law principles that would require the application of the laws of a different country. Any disputes under this Agreement may first be brought to the respective management of Recipient and First party for settlement through mutual discussions.

**12.** Recipient hereby agrees that breach of this Agreement will cause First party irreparable damage for which recovery of damages would be inadequate, and that First party shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. No waiver of any right under this Agreement shall be effective unless embodied in a writing signed by the waiving party.

**13.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**14.** Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**15.** Recipient shall not export, directly or indirectly, any technical data of First party acquired pursuant to this Agreement or any product utilizing any such data to any country for \_\_\_\_\_ which the Indian Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**16.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by email and shall be deemed given after five (5) working days provided such email does not return as undeliverable or undelivered to the sender. Notices to First party and to the Recipient for all purposes shall be sent to the address set forth in this Point. Either party may change its address at any time by specifying such change to the other party in writing. Notices to First party shall be directed to: <person's name> by email at \_\_\_\_\_ with a copy to \_\_\_\_\_. Notices to Second party shall be directed to: <person's name> by email at \_\_\_\_\_.

**17.** This Agreement constitutes the complete, final, and exclusive embodiment of the entire agreement between the parties and supersedes all prior agreements between them. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and may not be modified or amended in any way except by a writing signed by duly authorized officers of both parties hereto.

**18.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In the absence of physical signature, digital signature may be used

19. This Agreement is for the period ending <date>. The agreement may be terminated by either party after serving a duly written notice to the other party of not less than 15 days.

IN WITNESS WHEREOF, the parties hereto have caused this Confidential Information and Nondisclosure Agreement to be executed as of the Effective Date.

**FIRST PARTY**

**SECOND PARTY** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date: