

Annexure A

DATA SEEKING REQUEST FORM

To be filled by Data seeker:

Sr. No.	Details	Response
1.	Institution/ Name:	
2.	Contact Name: Contact number	
3.	Title of the Project/ activity for which the data is required to be shared:	
4.	Objective/Purpose of the Project:	
5.	Details of Data Required	
6.	Period of data	
7.	Duration for which the data will be kept	
8.	Medium of data transmission: (Example: E-mail/ SFTP other approved medium)	
9.	Details of the above	
10.	Will the data used to be published to the public?	
11.	Is it required for Research Purpose <i>(Please mention "Yes" or "No")</i>	
12.	Please justify how the requested data is essential for testing research hypothesis. <i>(Provide if reply for Sr. No. "11" is "Yes".)</i>	

UNDERTAKING OF CONFIDENTIALITY AND NON-DISCLOSURE:

This has reference to the request made to National Securities Depository Limited (NSDL) by (Data Seeker: Entity Name/Name) to undertake designated Project/Activity titled (Details). In this context to ensure that the confidentiality of data is maintained at all the times, it is required that an “Undertaking of confidentiality and non-disclosure” is signed by (Data Seeker: Entity Name/Name)

1. The Data Custodian (i.e. Concerned NSDL Official) on the request of the Data Seeker intends to share access to data records (the Information) with the Data Seeker for the (The Project Title). The Data Custodian will ensure all data to which access is shared with the Data Seeker is historical data and adequately anonymized and in no way identifiable to a person. While adequate care is taken to ensure the privacy of identity, in case Data Seeker, who has sought access to data stumbles upon such identity implicitly, they should maintain it in confidence.
2. The Data Seeker undertakes not to use the Information for any purpose except the stated Purpose. The Source of information would be adequately acknowledged in the research report/paper, if any, published by the Data Seeker using the information accessed from the Data Custodian.
3. The Data Seeker undertakes to keep the Information secure and not to disclose or allow access in any way to any third party and shall maintain its confidentiality in accordance with the terms of this undertaking and as per the law applicable from time to time. The Data Seeker shall ensure that all data collected, maintained and analyzed by it, are at all times kept secure and fully and effectively protected against unauthorized access or Data Custodian or transmission by accidental or intentional destruction, loss or damage. The Data Seeker shall adopt and implement appropriate technical and organization security measures to protect data from any kind of unauthorized access by any person including its own employees and would be liable in case of any breach of confidentiality.
4. The undertakings in clauses 2 and 3 above shall apply to all of the Information disclosed by the Data Custodian to the Data Seeker, regardless of the way or form in which it is disclosed or recorded but they would not apply to: a) any information which is or in future comes into the public domain (unless as a result of the breach of this Undertaking); or b) Any information which is already in the public domain.
5. The Data Seeker shall, at any time on request from the Data Custodian, return all copies and records of the Information to the Data Custodian and shall not retain any copies or records of the Information. Any data kept in the computer systems in any format by all the user shall be erased and a confirmation sent to the Data Custodian, on or before the date as intimated by the Data Custodian.
6. Neither this Agreement nor the supply of any information grants the Data Seeker any license, interest or right in respect of any intellectual property rights of the

Data Custodian except the right to access and use the Information solely for the stated purpose.

7. In case, the Data Seeker is an organization, it shall obtain the similar undertaking (for their records) with all the authorized users of the data. The Data Seeker shall disclose the details of all the users of data of the Data Seeker organization to the Data Custodian. Any misuse/unauthorized use of information by any of the users of data shall render the Data Seeker liable under law.
8. The undertakings in clauses 2 and 3 will continue in force indefinitely till such time the confirmation is given under clause 5. The Data Seeker assumes all legal liability arising out of any precipitative action taken by such Data Seeker based on the data provided by the Data Custodian.
9. The Data Seeker agrees to allow and co-operate with NSDL officials during inspection undertaken to ensure appropriate usage of data or derivative thereof and the Data Seeker shall abide all the directions/instructions given by the Data Custodian as regards the usage of the data or derivative (e.g. published paper, training material etc.) thereof.
10. The Data Seeker agrees that in case it fails to maintain confidentiality of data or fails to abide by any clause of this undertaking or is found indulging in any kind of irregularity with regard to data usage or provides false/misleading information, the Data Seeker shall be solely responsible and liable for all actions as per law prevalent at the relevant point of time (Including the law which may come into force after signing this undertaking). Further, the Data Seeker shall be liable to make good of any loss/damage caused to the Data Custodian for any unauthorized use/misuse of the information by the Data Seeker and shall keep the Data Custodian (and NSDL) indemnified for the same.

To be filled and signed by Data Seeker	
Name	
Designation	
Signature	
Date	