Peter Moss Leukaemia MedTech Research
An open-source movement for leukaemia & medical technologies.

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VOLUNTEER NON-DISCLOSURE AGREEMENT (NDA)

In consideration of my engagement as a Volunteer Deep Learning Engineer (Drug Discovery) with Peter Moss Leukaemia MedTech Research CIC (the "Organization"), the training, contacts and experience that I may receive in connection with such engagement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

The following terms have the following specified meanings:

"Confidential Information" means any information related to the plans, strategies, business, operations, or other affairs of the Organization or its affiliates, tangible or intangible, that is not generally available to the public, and that: (a) is conceived, compiled, developed, or discovered by me whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with my engagement. Without limiting the generality of the foregoing, Confidential Information includes information relating to Inventions and Works, trade secrets, finances, operational plans, political plans, political affairs, legal affairs, contracts or assets of the Organization. Confidential Information also includes any information that has been made available to the Organization by any third party and which the Organization is obligated to keep confidential. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not I have been notified that such information is Confidential Information. Confidential Information includes the knowledge whether any Material, or Inventions and Works exists.

"Inventions and Works" means any composition, work of authorship, computer program, technology, product, device, technique, know-how, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Organization’s mission, business, operations, services, affairs, research or nvestigations or results from or is suggested by any work performed by me for the Organization and (b) created, conceived, reduced to practice, developed, discovered, invented or made by me during the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Organization.

"Materials" means any product, prototype, sample, model, document, diskette, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, any Confidential Information, or any Invention and Work.

"Proprietary Right" means any patent, copyright, mask work, trade secret, trademark, trade name, service mark or other proprietary and/or intellectual property right in any Confidential Information, Inventions and Works, or Material.

"Term" means the period from the beginning of my engagement with the Organization, whether on a fulltime, part-time or consulting basis, through the last day of such engagement.

Section 2. Confidential Information, Inventions and Works, and Materials

2.1 As between the Organization and me, the Organization is and will be the sole owner of all Confidential Information, Inventions and Works, Materials and Proprietary Rights. To the extent eligible for such treatment, all Inventions and Works will constitute "works made for hire" under applicable copyright laws.

2.2 I hereby irrevocably assign and transfer to the Organization all right, title and interest that I may now or later have in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, subject to the limitations set forth in the notice below. This assignment and transfer is independent of any obligation or commitment made to me by the Organization. Further, I hereby waive any moral rights that I may have in or to any Confidential Information, Inventions and Works, Materials and Proprietary Rights. I will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by the Organization to evidence, transfer, vest or confirm the Organization's right, title and interest in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, and the license rights. I will not contest the validity of any Proprietary Rights.

2.3 The Organization will ensure that all Inventions and Works or Materials created by myself during my role as a Volunteer will maintain my attribution and acknowledgement of my participation in creating the Inventions and Works or Materials. I understand that all Inventions and Works or Materials created by myself during my role as Volunteer will be published to the Organization's Github repositories under the MIT License and may be shared on the Organization's website & social media, along with attribution to myself as contributor / creator.

2.4 Except as required for performance of my work for the Organization or as authorized in writing by the Organization, I will not (a) use, disclose, publish, distribute, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Organization or other persons employed or designated by the Organization) any Confidential Information, Inventions and Works, or Materials, or (b) remove any Materials from the Organization's premises. Without limiting the above obligations, I will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. I will hold all Materials in trust for the Organization and I will deliver them to the Organization upon request and in any event at the end of the Term. Without limiting the above obligations, I will not communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by me under this Agreement, or any knowledge or information relating to the business of Organization obtained as a result of the services performed by me under this Agreement, without the express prior approval of Organization or its designee. I shall refer promptly all queries from the press, in whatever form or circumstances they are made, to the Managing Director of the Organization or his designee.

2.5 I hereby irrevocably grant to the Organization, to the full extent of my rights in and to the same, a fully paid-up, perpetual, worldwide right and license, with the right to sublicense, disclose, offer, distribute, import, make, have made, make derivative works of, use and otherwise exploit any trade secrets, copyrights, Confidential Information, Inventions and Works belonging to me or any third party that I disclose to the Organization or its personnel or use in any Inventions and Works or Materials.

2.6 The Organization will ensure that the Inventions and Works or Materials created by myself during my role as volunteer will remain free for anyone to use by downloading them through the Organization's Github repositories or websites.

2.7 I understand that there may be opportunities to carry out paid work through custom development for partners and/or 3rd parties. In this case I understand that the Proprietary Rights will belong to the partner/3rd party, and I will be reimbursed for my work in these circumstances.

Section 3. Applicable Law

This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of England and Wales, without regard to any principles governing conflicts of laws or cannons of construction interpreting written agreements against the draftsperson. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in the England and Wales. Further, I will not bring any action relating to this Agreement in any other court.

This Agreement will be governed by the laws of England and Wales without regard to its choice of law principles to the contrary. I irrevocably consent to the jurisdiction and venue of courts located in Engalnd and Wales, in connection with any action relating to this Agreement.

This Agreement shall be effective as of Sunday 8th November 2026.

Section 4. Acknowledgement

In consideration of my engagement as a Volunteer Deep Learning Engineer (Drug Discovery) with the Organization, I hereby acknowledge receipt of this agreement and accept the position of Volunteer, along with the terms set out in this document.

Volunteer Name (Print)	Volunteer Signature	Date
Organization Director Name (Print)	Director Signature	Date