Non-Disclosure Policy

Keeping in mind the private and sensitive nature of a survivor’s experience which is being shared, HIMMAT’s team of Lawyers/ Activists/ Practitioners/ Experts agree to abide by the provisions of Confidentiality and Non-disclosure agreement which are as follows-

1. This agreement is between HIMMAT and registered Lawyer/Activist/ Practitioner/Expert (the Consultant) to ensure that the Consultant, when engaged by a client for consultancy, maintains the privacy and confidentiality of the client with utmost care.

2. The Consultant agrees that any advice rendered by them as a response to a request for legal consultancy does not purport to constitute the expression of any legal opinion or view on any provision of any law by HIMMAT.

3. While maintaining the confidentiality, the Consultant will abide by all the applicable local laws of the jurisdiction and in no situation, unless the law warrants to do so, divulge any information of the client which can invade client’s privacy in any manner.

4. The Consultant will take all precautionary measures to ensure that all personal information and all personally identifiable information shared by the client, through HIMMAT in the due course of getting the legal services, are not shared with any one for any cause, be it commercial or otherwise.

5. If the Consultant has obtained/received any kind of personal information and all personally identifiable information of a client then You will not disclose the information to any third party for any commercial purpose.

6. The Consultant will immediately notify HIMMAT if there is a conflict of interest or a potential thereof in terms of the Institution where the case is being/has been filed or with respect to the constitution of the ICC. HIMMAT will immediately ensure that they are removed from working on such a case. However, if the Consultant fail to notify the same then they alone will be liable.

7. The Consultant unconditionally agrees that in case of any breach of privacy of a client by them, they will be held liable and also agree that You will indemnify the client and HIMMAT in case of any claims arising out of your act or omission leading to such privacy breach.

8. Providing indemnity of breach of privacy by the Consultant does not prejudice other legal remedies available to the Client. The Client, may on its own or though HIMMAT initiate any legal proceedings against the Consultant for breach of privacy.

9. The Consultant expressly agrees that they will notify HIMMAT as soon as they come to know or suspect a potential breach of privacy or have knowledge of actual breach.

10. In case of any doubt or clarification You may raise your concern through himmat@safecollegespace.com