

# **NON-DISCLOSURE AGREEMENT**

BETWEEN

- (1) Company Name & Address – Referred as **Party A** in this agreement.
- (2) Central Power Purchasing Agency Guarantee Limited, a company incorporated under the Companies Ordinance, 1984, wholly owned by the Government of Pakistan and having its headquarters at Shaheen Plaza, Plot No. 73-West, Fazi-ul-Haq Road, Blue Area, Islamabad, Pakistan “CPPA-G” - Referred as **Party B** in this agreement.

Both Party A and Party B are collectively referred as “**Parties**”, agree as follows:

## **1. Subject of the Agreement**

In connection with **Lot Supplying**, Party B intends to disclose to Party A, information that Party B considers confidential. Party A may not divulge or share any document / information of Party B with any third party, any client, or any other entity, unless required by law to do so, after documented clearance and approval from the relevant authorities of Party B. Such information shall be handled as confidential according to the stipulations of this Non-Disclosure Agreement.

## **2. Confidential Information**

For the purposes of this Non-Disclosure Agreement “**Confidential Information**” shall mean, without limitation, all information or material(s) that has or could have commercial value or other utility in the business in which Party B is engaged and includes *inter alia*:

- Information on the policies/ rules and regulations provided by Party B;
- Technical and business information relating to proprietary ideas, patentable ideas, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure;
- Information which at the time of its disclosure is identified as confidential.

## **3. Obligation of Confidentiality**

**3.1** Except and to the extent otherwise provided or permitted in this Non-Disclosure Agreement Party A undertakes that it will:

- Not share or divulge, to any person / third person, any information pertaining to Party B mentioned in the clause 1 and 2 of this Agreement may be. Party A in strict compliance of this Agreement shall only share information to the person working in regard to this assignment of Party B and the person working on this assignment shall also abide by the Agreement.

**3.2** The confidentiality obligation shall not apply with respect to any Confidential Information which Party A can prove:

- has been known to Party A prior to the time of its direct or indirect disclosure by Party B pursuant to this Non-Disclosure Agreement;

- is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Non-Disclosure Agreement on the part of Party A.
- becomes known to Party A through disclosure by sources other than Party B without breach of any confidentiality obligation towards Party B;
- it is required to be disclosed by any law or by any court or regulatory agency or authority, provided that Party A notifies Party B of such requirement without delay.

**3.3** The disclosure of Confidential Information by Party B to Party A does not limit CPPA-G to disclose the same Confidential Information to third parties at its own discretion.

**3.4** This Non-Disclosure Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Party A any rights, license or authority in or to the Confidential Information disclosed, except the limited right to use the Confidential Information specified in clause 2 of this Non-Disclosure Agreement for the purposes specified in clause 1 of this Non-Disclosure Agreement.

#### **4. Returning Confidential Information**

**4.1** Upon the end of the engagement specified in clause 1 of this Non-Disclosure Agreement, Party A shall only be permitted to retain any information / document with consent / permission of Party B.

**4.2** Party A acknowledges that neither the destruction nor return of any Confidential Information nor the expunging of any of the same from any of the sources (Laptop, Email, Cell phones etc.) or any similar devices/sources will release it from the obligations contained in this Agreement.

#### **5. Duration**

This Agreement shall come into force on the day of signature by both Parties and after the completion of this assignment Party A will ensure that Party B confidential information shall not be disclosed at any stage.

#### **6. Severability Clause**

In the event that any of the provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

#### **7. Requirement for written form**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may be modified or amended only in writing.

#### **8. Governing Law / Place of Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts of Islamabad, Pakistan shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

Date of signature .....

Date of signature.....

For and on behalf of Party A

For and on behalf of Party B

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Date of signature .....

Date of signature.....

For and on behalf of Party A

For and on behalf of Party B

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