

Commercial Contract

Confidentiality and Non-Disclosure Agreement (NDA)



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

April 2022

Legal Services, SMEDA-PUNJAB

The Legal Services (LS) is a part of Punjab office of the Small Medium Enterprises Development Authority (SMEDA) and plays a key role in providing an overall facilitation and support to the small and medium businesses. Information dissemination among the SMEs on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as of the shelf commercial contract templates will provide the users with ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions. However, SMEDA, accepts no responsibility and expressively disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Confidentiality and Non-Disclosure Agreement (NDA)

This Agreement is executed at (Place) ----- on this (Day) -----
----- of (Month) ----- (Year) -----.

Between

1. ABC, is a Devise/Product (name of the devise -----) manufacturing company incorporated in ----- (country name) and having its principal offices at (address-----), (hereinafter called Employer)

And

2. XYZ, is a production facilities providing company ----- (country name) and having its principal offices at ----- (address), (hereinafter called recipient)

WHEREAS

XYZ Company having its production facility house for assembling of _____ (Product/Devise Name)

And

WHEREAS, ABC (the Employer Company) desires to acquire services of the XYZ Company (The Recipient) for assembling of its devices/products.

NOW THEREFORE, Parties involved in this manufacturing concerns desirous of entering in the non-disclosure agreement (NDA) in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. Validity of NDA:-

The validity of this non-disclosure agreement (NDA) is _____ years starting from Date _____ to Date _____.

2. Purpose of Non-disclosure Agreement:-

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property developed for and owned by (company name) _____ for Implementation.

3. Meaning and Scope of Confidential Information:-

"Confidential Information" means any Information directly or indirectly concerning, or related to the;

- Information about the device of _____.
- Information related to the devise(s)/product(s) _____, including but not limited:

- Policies adopted
- Devices of Name of the devise(s) _____
- Procedure and processes involved in production, procurement, sales and distribution etc,
- Business Rules between employer and the recipient
- Validation Checks, all project related information
- Information about above mentioned categories
- Any other information the recipient having obtained from the company _____ deliberately or otherwise during the course of this exercise.
- Forms of Confidential Information
- Confidential information and intellectual property including Oral, written, electronic or other machine readable form(s).
- Translated from the original, modified, and updated or altered originated or obtained by the company.

3.1 Upon expiry of the period of agreement ----- months/years, parties shall consult with a view to agreeing to the provision of such services for a further period.

4. Duty to Protect:-

4.1. Recipient shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature.

4.2. Recipient must ensure that secure custody of the Confidential Information and must take all reasonable Precautions to prevent the access, use, or disclosure of this information by third parties.

4.3 Recipient shall not disclose or attempt to disclose any Confidential Information to any person or entity other than its consultants and legal advisors who need access to such Confidential Information, and shall assure that all such persons treat the Confidential Information in accordance with all of the terms hereof.

4.4 Recipient shall not make or take any copies of Confidential Information, unless previously approved by Discloser.

4.5. Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit of any other person or entity.

4.6 Recipient will not be authorized to use or possess the Confidential Information upon the date that his/her services to BreathIO are completed or terminated.

4.7 Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by the company _____ in writing.

4.8 The laws of Pakistan shall govern the interpretation and enforcement of this agreement.

4.9 Recipient shall be bound by conditions 4.1 through to 4.9 (inclusively) until released in writing by the company_____.

5. Scope and Applicability:-

Neither of the parties hereto shall divulge to any person (other than its officers, employees and professional advisors on a need to know basis) or use for any purpose any of the trade secrets or confidential information or any financial or trading information relating to the other party which it acquires as a result of entering into this agreement whether directly or indirectly. Each of the parties shall ensure to prevent its employees from doing anything which, if done by the party, would be a breach of this agreement. This restriction shall continue to apply after the expiration or termination of this Agreement without limit in point of time but shall cease to apply to secrets or information which come into the public domain through no fault of the party concerned. If there is any requirement of any Government or Regulatory Authority for disclosure of information and/or making of any announcement, the relevant party shall notwithstanding the provisions of this agreement be entitled to comply with such requirement but shall consult the other party.

6. Notices:-

All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, courier service or personal delivery return, receipt requested,

If to the ABC Company:

Address: -----

If to XYZ Company:

Address -----

7. Amendment and Waiver:-

No amendment, supplement or modification of or to any provision of this Agreement or any of the other agreements referred to herein, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision shall be effective unless agreed in writing.

8. Governing Law(s)/Jurisdiction:-

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws for time being enforced in (Country Name).

9. Expenses:-

Each party shall pay its own costs and disbursements of and incidental to this Agreement and the transactions contemplated hereunder.

10. Taxation:-

Every partner shall be responsible for his/her any applicable taxes in relation to this agreement.

11. Arbitration:-

In case of dispute the matter shall be decided mutually or through arbitration

12. Effective Date

This deed of agreement shall be effective from the date -----day----month----year.

IN WITNESSES WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THIS -----DAY -----MONTH, ----- YEAR AT -----PLACE

**For and on behalf of the
ABC Company**

**For and on behalf of the
XYZ Company**

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____

WITNESS # 1

WITNESS # 2

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____