

Commercial Contract

CLIENT CONFIDENTIALITY AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

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January 2013

Client Confidentiality Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses 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.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

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 first class 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 with reference to business protection. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly 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.

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3. CLIENT CONFIDENTIALITY AGREEMENT

THIS CLIENT CONFIDENTIALITY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at _____ on this _____ day of _____ 20__,

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Business", which expression shall, wherever the context so permits, mean and include its assigns, nominees, agents and successors-in-interest)

AND

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

OR

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(Hereinafter referred to as the "Client", which expression shall, wherever the context so permits, mean and include its heirs, assigns, nominees, agents)

(The Business and the Client are hereinafter collectively referred to as the "Parties", and individually as the "Party").

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WHEREAS the Client is seeking the [insert description of services] (hereinafter referred to as the "Services") and the Business is willing to provide the Services to the Business.

AND WHEREAS during the providence of the Services to the Client, the Business shall be exposed to information of the Client that the Client may classify as confidential information. Such information shall include, but may not be limited to [insert types of information], in written and oral forms.

AND WHEREAS the Client is desirous of keeping the business arrangement between the Client and the Business as confidential as possible.

NOW THEREFORE, to protect the interests of the Client, the Parties hereby enter into this Agreement on the following terms and conditions:

1. The Business hereby agrees and acknowledges not disclosing any information of the Client, including the identity of the Client and details of the business arrangement between the Parties, to any third Party, except where such disclosure is expressly authorized by the Client in writing.
2. The Client agrees that the Business may disclose as much information to any third party as is absolutely required in order to achieve the objects of the arrangements between the Parties with respect to the providence of Services by the Business to the Client.
3. The Business hereby agrees and undertakes that any third party, referred to in Clause 2 of this Agreement, disclosure of the Client's information to whom would be incidental to achieve the objects of the arrangement with respect to the Services, shall be approved by the Client in writing, prior to the disclosure of any information.
4. The Business hereby expressly acknowledges that the Client shall have the exclusive right to deny approval, as referred to in Clause 3 of this Agreement, and the Business shall not have any right whatsoever to question the Client regarding such denial.
5. The Business hereby expressly acknowledges and agrees that where the Client shall be providing the Business with documentation including but not limited to functional overview, screen layouts, report layouts and other associated documentation. With respect to the said exposure of the Business to the confidential information of the Client, the Business agrees, acknowledges and undertakes that:
 - i. the materials shall be retained at the address of the of the Business mentioned above, and shall not be moved without the express written consent of Client;
 - ii. the Business shall use reasonable means, not less than that used to protect its own proprietary information, to safeguard the secrecy and confidentiality of the materials;

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- iii. the Business shall not show or otherwise disclose any portion of the materials or their contents to anyone other than those expressly allowed in this behalf by the Client in accordance with Clause 3 of this Agreement;
 - iv. the Business shall make no copies of the materials provided to it by the Client; and
 - v. the Business shall promptly return all materials upon conclusion of the arrangement with respect to the Services, or upon the Company's written request to the Business in this behalf.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. The Business shall not, without prior approval of the other Party, make any public announcement of, or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties, and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of [insert number] years from the date of signing of this Agreement by the Parties.
10. The requirement to protect the Client's information disclosed to the Business under this Agreement shall survive the termination of this Agreement.

For and on behalf of
The Business

For and on behalf of
The Client

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____

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