

Commercial Contract

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

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 employment matters. 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.

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

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10. CONFIDENTIALITY AGREEMENT

I, [Name of Employee] recognize that [Name of Business] (hereinafter referred to as the "Business") is engaged in a highly competitive industry, and that it is important for the Business to protect its trade secrets, confidential information and other proprietary information and related rights (hereinafter collectively referred to as the "Confidential Information") acquired through the Business' expenditure of time, effort and money.

Therefore, in consideration of being employed by the Business in a capacity wherein I will inevitably receive and/or contribute to the Confidential Information, and in consideration of the remuneration I will receive from the Business, I agree to be bound by the terms and conditions which are so described below. I acknowledge that the Business would not have entered into this Non-Solicitation/Confidentiality Agreement (hereinafter referred to as the "Agreement"), and that I would not have been offered employment by the Business without my express understanding and acceptance of an agreement with the confidentiality and non-solicitation provisions which are contained in this Agreement.

1. Definition of Confidential Information

Wherever used in this Agreement, "Confidential Information" includes confidential and proprietary information and various trade secrets including scientific, engineering and technical know-how, processes, computer software and related documentation owned or marketed by the Business or its clients, marketing strategies, customer requirements, customer lists, employees' compensation, methods of doing business, the financial affairs of the Business and other confidential business information which belongs to the Business or its clients, the disclosure of which may harm the Business in any way possible.

2. Non-Disclosure of Confidential Information

- a. I agree to retain all Confidential Information in the strictest confidence, and not to disclose any Confidential Information to any person other than for the purposes and benefit of the Business. I further undertake and agree not to use for my own purposes or for purposes other than those of the Business, any Confidential Information which I have acquired during my employment/association with the Business, its affiliates or the clients or either. I acknowledge that this Agreement, and the obligation not to disclose the Confidential Information to any other entity, continues to be in effect even after the termination of my employment with the Business due to whatever reason, unless prior written consent is obtained from the Business.
- b. I agree and undertake that upon the request of the Business, or upon the termination of my employment with the Business due to any reason, I will immediately return to the Business all of the materials, including all copies in whatever form, containing any form of Confidential Information, which would be in my possession or under my control.

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- c. I understand and agree that my obligations under this Agreement, i.e. not to use or improperly disclose to others the Confidential Information of the Business, shall remain in effect until the date upon which the Confidential Information has been publicly disclosed in a manner authorized by the Business or its affiliates or otherwise has become known to competitors of the Business, without my breaching the terms and conditions of this Agreement.
- d. I understand that my obligations under this Agreement, i.e. not to disclose to others any Confidential Information, shall not apply to any Confidential Information I am required to disclose by any court of law or regulatory body or under any applicable law, provided that I shall give the Business a prompt notice of any demand made of me to disclose such Confidential Information.

3. Enforcement

I acknowledge and agree that damages may not be an adequate remedy to compensate the Business for any breach of my obligations contained in this Agreement, and accordingly I agree that in addition to any and all other remedies available, the Business shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations contained in this Agreement.

4. General

- a. This Agreement shall be governed by the laws in force in Pakistan. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceable provision or the part thereof, shall be deemed to have been omitted from this Agreement without, in any way, invalidating or impairing the other provisions of this Agreement.
- b. This Agreement constitutes the entire Agreement between the Parties with respect to the protection by the Business of its proprietary rights, and cancels and supersedes any prior understandings and agreements between the Parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied, or statutory, between the Parties other than those as expressly set forth in this Agreement.
- c. The rights and obligations under this Agreement shall survive the termination of my services to the Business, and shall inure to the benefit of and shall be binding upon (i) my heirs and personal representatives and (ii) the successors and assigns of the Business.

I have read this Agreement, have understood it, have had the opportunity to obtain independent legal advice with respect to it, and hereby agree to the terms and

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conditions herein at [insert place] on this ____ (insert date) day of _____
(insert month), 20__ (insert year).

For and on behalf of
The Business

For and on behalf of
The Employee

Date:

I acknowledge having received a fully executed copy of this Agreement. Signed,
sealed and delivered in the presence of:

Witnesses:

1.

Name: _____

Address: _____

2.

Name: _____

Address: _____

Employee
Signature