

Non-Disclosure Agreement

[On Rs. 100/- Stamp Paper]

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as the “NDA”) is made on this [●] day of [●] (hereinafter referred to as the “Effective Date”)

By and Between:

National Agri-trade and Food Safety Authority (hereinafter referred to as “NAFSA” or the “**Disclosing Party**”) a governmental authority established under NAFSA Act 2026, having its registered office at _____ Islamabad, which expression shall where the context so permits, includes its successor, authorized representatives, assigns and affiliates;

And

[name of the successful Bidder], a registered business established and existing under the laws of Pakistan and having its registered office at [●] (hereinafter referred to as “**Vendor**” or the “**Receiving party**”) which expression shall where the context so permits, includes its successor, authorized representatives, assigns and affiliates.

Each **Disclosing party** and **Receiving party** is hereinafter individually referred to as a “Party” and collectively as the “Parties”.

RECITALS:

- A. **WHEREAS** the Disclosing party intends to hire the Receiving party as a vendor to provide services regarding design, development and maintenance of NAFSA Website and related components (hereinafter called the “Services”).
- B. **WHEREAS** the Receiving Party is a registered business and has been awarded the contract for the Services after a competitive bidding process.
- C. **WHEREAS**, for provision of Services, the NAFSA (hereinafter referred to as “**Disclosing party**”) will be providing confidential information to the Receiving Party. The confidential information shall be given, received, stored, recorded, processed, interpreted, disseminated etc. subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. The following definitions apply to terms used in this Agreement:

"Affiliate", in relation to a Party, shall mean any entity which controls, is controlled by, or is under common control of the Party from time to time, but only for so long as such control exists; with the term “control” being the direct or indirect ownership of stock, shares or interests entitled to vote upon election of directors or other governing body of the entity or otherwise having the ability to direct the management and policies of such entity.

"Confidential Information" shall mean all information or data disclosed by the

Disclosing Party (or its Representatives or users or subscribers) to the Receiving Party (or its Representatives) relating to the Services and shall include any personal, business, commercial, technical, marketing, financial, trade related information whether in electronic, oral or written form, or all recordings, documents, emails, call records, notes, analysis, compilations, studies or other documents recorded, stored, captured or prepared by, for or on behalf of Disclosing Party and its existing or proposed activities, which is identifiable by its nature as confidential at the time of disclosure.

“Representatives” shall mean a Party’s directors, officers, employees, partners, agents, advisors or any other person communicated by one party to the other, in writing, as such.

2. The Receiving Party shall make copies of the Confidential Information only to the extent that the copies are reasonably necessary for provisioning of the Services; and at the request and direction of the Disclosing Party, and without delay, return or destroy any Confidential Information provided to it pursuant to this NDA and any copies of such Confidential Information.
3. The confidentiality obligations provided hereunder shall not apply to Confidential Information that:
 - (a) as evidenced by the Receiving Party's written records, was lawfully known to the Receiving Party prior to its communication by or at the direction of the Disclosing Party and was not communicated to the Receiving Party subject to any restrictions on disclosure or use; or
 - (b) is or becomes a part of the public domain other than by a breach of this Agreement by the Receiving Party; or
 - (c) becomes known to the Receiving Party by the action of a third party not in breach of any obligation of confidentiality; or
 - (d) If disclosure of any Confidential Information is compelled (whether directly or indirectly) under a legally binding order or other instrument issued by any local, national or international governmental regulatory or law enforcement authority or agency, tribunal, court or arbitrator (each a "Governmental Body" and collectively, "Governmental Bodies") that has jurisdiction over the Receiving Party or data held and processed by the Receiving Party, the Receiving Party shall, before making any disclosure of any such Confidential Information, take the following actions:
 - (i) promptly notify the Disclosing Party of such compelled disclosure and the terms thereof and provide the Disclosing Party with the Receiving Party's legal opinion that such disclosure is legally binding on it and that the legal process is sufficient and valid; and
 - (ii) consult with the Disclosing Party regarding the Receiving Party's response to such demand or request and, at Disclosing Party's request, shall provide to the Disclosing Party a true, correct and complete copy of the Receiving Party's response to such demand or request.

Provided that the onus shall be on the Receiving Party to prove that any of the foregoing cases applies.

Provided further that no part of the Confidential Information shall be deemed to be within the foregoing exceptions merely because such part is embraced by more general information in the public domain or literature or in the possession of the Receiving Party. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features of any such combination are within one or more of such exceptions.

4. The Receiving Party shall be entitled to disclose the Confidential Information it receives from the Disclosing Party in confidence to its employees, directors, advisors and Affiliates who need to have access to the Confidential Information for the Services, provided that such employees, directors, advisors and Affiliates agree to be bound by obligations of confidentiality that are no less restrictive than those in this NDA. As a condition to such disclosure, the Receiving Party shall inform its employees, directors, advisors and Affiliates of the confidential nature of the information and shall be responsible for any breach of confidentiality by any such person.
5. The Receiving Party agrees that it shall not further disclose nor make any other use of the Confidential Information without prior written permission of the Disclosing Party, except as expressly provided herein.
6. The Receiving Party shall under no circumstances share the trade transactions or trader related data provided or shared by the Disclosing Party or to which the Receiving Party gets access during course of provision of Services with any third party.
7. The Receiving Party expressly agrees and accepts that no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness or reasonableness of any of the Confidential Information, and that neither the Disclosing Party nor any of its or their respective employees, directors, officers or consultants shall have any liability to the Receiving Party as a result of the Receiving Party's possession, use or reliance of the Confidential Information.
8. The Receiving Party shall also be responsible for any breach of this NDA by any of its employees in their course of employment or its Affiliates and for any use of the Confidential Information by any of them for any purpose other than the Services.
9. The Parties agree that monetary damages shall not be a sufficient remedy for breach of this NDA and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this NDA but shall be in addition to all other remedies available at law or equity.

10. No rights or obligations other than those expressly set out in this NDA are to be implied and nothing contained in this NDA constitutes an offer by or on behalf of the Disclosing Party or confers upon the Receiving Party a right, title, interest or license in respect of the Disclosing Party's Confidential Information.
11. The obligations arising in respect of the Confidential Information disclosed pursuant to this Agreement shall commence from the Effective Date and shall expire ten (10) years after the Effective Date. During this period, the Receiving Party shall:
 - (a) Protect received Confidential Information from disclosure to third parties with at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own proprietary or confidential information of like kind from unauthorized use or disclosure;
 - (b) Limit the access to and dissemination of received Confidential Information only to those individuals who have a need for such information to fulfil the Purpose stated in this NDA and have been notified about and agree to the obligations imposed by this NDA;
 - (c) Use received Confidential Information only in furtherance of the Services; and
 - (d) Not reproduce received Confidential Information or incorporate it into its works unless necessary to fulfill the Services and only on express approval, in writing, of the Disclosing party.
12. This NDA may be terminated by either Party at any time upon Thirty (30) days prior written notice to the other Party. The termination of this NDA shall not relieve either Party of its obligations with respect to Confidential Information received under this NDA. Immediately upon termination, the Receiving Party shall provide all reports, documents, data, recordings etc. to the Disclosing Party and further will return, destroy or discard (as advised by the Disclosing Party) all the Confidential Information disclosed to it pursuant to this NDA and any copies of such Confidential Information both in hard and soft form and shall provide a statement to this effect to the Disclosing Party that the Receiving Party has destroyed all Confidential Information and no such information is in possession of its employees, advisors, vendors, contractors, Affiliates' etc.
13. This NDA represents the entire agreement between the Parties in relation to the subject matter contained herein and supersedes all other agreements and representations, whether oral or written. This NDA may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.
14. The Receiving Party shall not make any announcement relating to the Services or any information received under this NDA without written approval of the Disclosing Party.
15. This NDA shall be governed by and construed in accordance with the laws applicable in Pakistan, and subject to the terms of this NDA, Pakistani Courts in Islamabad shall

have exclusive jurisdiction to decide on any disputes which may arise out of or in connection with this NDA.

16. Nothing herein shall be construed as obligating or be deemed to obligate the Parties to enter into any future agreement with respect to the business relationship contemplated herein or the Confidential Information disclosed hereunder.
17. This NDA may not be assigned by either Party without prior consent of the other Party and shall be binding upon and to the benefit of the Parties hereto and their permitted successors and assigns.
18. Each Party agrees that it shall be solely responsible for all costs and expenses incurred by such Party or its representative in connection with this NDA.
19. All notices, requests, demands, declarations and other communications required hereunder or given pursuant hereto shall be in writing and shall become effective (a) if given by electronic email, when transmitted and receipt has been confirmed, (b) if given by courier or overnight delivery, when delivered by such courier or overnight delivery carrier, or (c) if personally delivered, when so delivered in person, on the address of respective Parties given under:

Disclosing Party

[Name of Representative]

[Designation]

Contact number:

e-mail address:

Address:

Receiving Party

[Name of Representative]

[Designation]

Contact number:

e-mail address:

Address:

20. Any question, controversy, difference or dispute whatsoever arising between or among the Parties regarding this NDA or any clause hereof or the construction thereof, or as to any matter in any way connected therewith or arising under this NDA shall be resolved through friendly consultation. If the Parties are unable to settle amicably, the matter shall be referred to Arbitration under the provisions of the Arbitration Act, 1940, and applicable rules made thereunder for the time being in force through a single Arbitrator jointly appointed by the Parties. Any award made during the course of such Arbitration shall be final and binding on the Parties who shall give full effect thereto, and judgment may be entered upon the award in any competent court of Pakistan. The venue of the Arbitration shall be Islamabad and the arbitration proceedings shall be conducted in English language.

IN WITNESS WHEREOF the Parties have made and executed this NDA on the first day, month and year above written.

Disclosing Party (NAFSA)

Receiving Party [Successful Bidder]

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Contact details _____

Contact details _____

WITNESSES:

1. _____

2. _____

Name _____

Name _____

CNIC _____

CNIC _____