

Form-V: Confidentiality and Non-Disclosure Agreement

RFTP No: BSSD (Proc)/ / 2011

Effective Date: _____

Valid For Five Years

1.0 Parties Involved in this Non-Disclosure Agreement

1.1 This Non-Disclosure Agreement exists between [Insert Bidder](hereinafter referred to as "RECIPIENT") and State Bank of Pakistan.

2.0 Commencement Date of this Non-Disclosure Agreement

2.1 This Non-Disclosure Agreement commences on the date indicated at the top of this page.

3.0 Purpose of this Non-Disclosure Agreement

3.1 This Non-Disclosure Agreement serves to protect all confidential information and intellectual property developed for and owned by SBP.

4.0 Scope of this Non-Disclosure Agreement

4.1 "Confidential Information" means any information directly or indirectly concerning, or related to the:

4.1.1 Information about the activities of the SBP.

4.1.2 Information about the above mentioned categories Project by SBP, including but not limited to:

- Policies
- Procedures
- Business Rules
- Validation Checks, all project related information
- Process followed etc.

4.1.3 Information about SBP, above mentioned categories projects as per RFP.

4.1.4 Any other information the recipient having obtained from SBP deliberately or otherwise during the course if this exercise.

5.0 Forms of Confidential Information

5.1 Confidential Information and Intellectual Property may be:

5.1.1 Oral, written, electronic or other machine readable form.

5.1.2 Translated from the original, modified, updated, or altered Originated or obtained by SBP.

6.0 Forms of Confidential Information

6.1 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.

6.2 Recipient must ensure the 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.

6.3 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.

- 6.4 Recipient shall not make or take any copies of Confidential Information, unless previously approved by Disclosure.
- 6.5 Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit if any other person or entity.
- 6.6 Recipient shall not be authorized to use or process the Confidential Information upon the date that his/her services to SBP are completed or terminated.
- 6.7 Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by SBP in writing.
- 6.8 The laws of Pakistan shall govern the interpretation and enforcement of this Agreement.
- 6.9 Recipient shall be bound by conditions 6.1 to 6.9 (both inclusive) until released in writing by SBP.

7.0 Remedies

The Recipient acknowledges that he / she has been informed that if he / she breaches this Agreement, SBP, in addition to terminating the Recipient's project or contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by SBP in taking.

8.0 Indemnity

The Recipient agreed to indemnify and hold harmless SBP from and against all sums of money, actions, proceedings, suits, claims, demands, costs, expenses and other amounts whatsoever incurred as a result of the disclosure of Confidential Information to any third party through the Recipient's wrongful act. The provision of this clause shall survive termination of this Agreement.

Agreed to and Accepted by

State Bank of Pakistan

 (Signature of "Authorized Representative")

 (Signature of SBP Authorized Agent)

[Bidder]

 (Printed Name of "Recipient")

 (Printed Name of SBP Authorized Agent)

[Bidder]

 (Company Name and Seal)

 (Title)

 (Date)

 (Contact No. and e-mail address)

 (Date)
